UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

November 19, 2019
Date of Report (Date of earliest event reported)

ABBOTT LABORATORIES

(Exact name of registrant as specified in charter)

Illinois	**1-2189**	**36-0698440**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

100 Abbott Park Road
Abbott Park, Illinois 60064-6400
(Address of principal executive offices)(Zip Code)

Registrant's telephone number, including area code: **(224) 667-6100**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	**Trading Symbol(s)**	**Name of Each Exchange on Which Registered**
Common Shares, Without Par Value	ABT	New York Stock Exchange Chicago Stock Exchange, Inc.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 8.01. Other Events

On November 19, 2019, Abbott Ireland Financing DAC, a designated activity company incorporated under Irish law (the "Issuer") and an indirect wholly-owned subsidiary of Abbott Laboratories ("Abbott"), completed an offering of €590 million aggregate principal amount of 0.100% Notes due 2024 (the "2024 Notes") and €590 million aggregate principal amount of 0.375% Notes due 2027 (the "2027 Notes", and together with the 2024 Notes, the "Notes") exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Regulation S. The Notes were issued pursuant to an indenture dated September 27, 2018 (the "Base Indenture"), as supplemented by the second supplemental indenture dated November 19, 2019 (the "Second Supplemental Indenture" and the Base Indenture as supplemented thereby, the "Indenture"). The Notes are unconditionally and irrevocably guaranteed (the "Guarantee") on an unsecured, unsubordinated basis by Abbott.

The Notes and the Guarantee are unsecured and unsubordinated debt obligations of the Issuer and Abbott, as applicable, and rank equally in right of payment with all of the other unsecured and unsubordinated debt obligations of the Issuer and Abbott, as applicable, from time to time outstanding. The Notes will be effectively subordinated to any future secured and unsubordinated indebtedness of the Issuer to the extent of the value of the assets securing such indebtedness. The Guarantee will be effectively subordinated to all of Abbott's existing and future secured and unsubordinated indebtedness to the extent of the value of the assets securing such indebtedness and structurally subordinated to all of the indebtedness of its subsidiaries.

The Indenture does not contain any financial covenants or provisions limiting the Issuer or Abbott from incurring additional unsecured indebtedness. The Indenture includes covenants that, among other things, limit the ability of Abbott and its domestic subsidiaries to (i) incur, issue, assume or guarantee any indebtedness for borrowed money secured by a mortgage on any principal domestic property or any shares of stock or debt of any domestic subsidiary without effectively providing that the Guarantee be secured equally and ratably and (ii) enter into sale and leaseback transactions with respect to principal domestic properties, in each case, subject to certain exceptions set forth in the Indenture. The Indenture also contains a covenant that restricts the ability of (i) the Issuer to create or permit to subsist any mortgage upon the whole or any part of its present or future assets or revenues to secure any indebtedness for borrowed money which is represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is (with the consent of the issuer of the indebtedness) at the time listed, quoted or traded on any stock exchange or in any securities market, or to secure any guarantee of any such indebtedness of any other person or (ii) any subsidiary of the Issuer from guaranteeing any such indebtedness of any person, subject to certain exceptions set forth in the Indenture.

The 2024 Notes will mature on November 19, 2024 and the 2027 Notes will mature on November 19, 2027. However, the Issuer may redeem some or all of the Notes of a series at any time and from time to time at its option as described in the Indenture.

The above description of the Indenture does not purport to be a complete statement of the parties' rights and obligations under the Indenture and is qualified in its entirety by reference to the terms of the Base Indenture and the Second Supplemental Indenture attached hereto as Exhibit 4.1 and Exhibit 4.2, respectively.

The Issuer expects to provide the net proceeds of the offering of the Notes to one or more members of the Abbott group for the purpose of financing (i) the redemption and/or repayment of a portion of Abbott's outstanding 2.900% Notes due 2021 and (ii) the payment of any premium and accrued interest in respect thereof and other fees, expenses and costs associated therewith.

The Notes have not been and will not be registered under the Securities Act, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons, absent registration or exemption from registration under the Securities Act. Neither this document nor the information contained herein constitutes or forms part of an offer to sell or the solicitation of an offer to buy any Notes in the United States.

Forward-Looking Statements

Some statements in this Current Report on Form 8-K may be "forward-looking statements" for purposes of the Private Securities Litigation Reform Act of 1995. Words such as "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates," "forecasts," variations of these words, and similar expressions are intended to identify these forward-looking statements. Abbott cautions that these forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those indicated in the forward-looking statements. Economic, competitive, governmental, technological and other factors that may affect Abbott's operations are discussed under Item 1A. "Risk Factors" in Abbott's most recent Annual Report on Form 10-K. Abbott undertakes no obligation to release publicly any revisions to forward-looking statements as a result of subsequent events or developments, except as required by law.

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description
4.1	Indenture dated September 27, 2018, among Abbott Ireland Financing DAC, as issuer, Abbott Laboratories, as guarantor, and U.S. Bank National Association, as trustee, filed as Exhibit 4.1 to Abbott's Current Report on Form 8-K dated September 28, 2018*
4.2	Second Supplemental Indenture dated November 19, 2019, among Abbott Ireland Financing DAC, as issuer, Abbott Laboratories, as guarantor, U.S. Bank National Association, as trustee, and Elavon Financial Services DAC, as paying agent, transfer agent and registrar.
4.3	Form of 0.100% Note due 2024 (included in Exhibit 4.2)
4.4	Form of 0.375% Note due 2027 (included in Exhibit 4.2)
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded in the Inline XBRL document).

*Incorporated herein by reference.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ABBOTT LABORATORIES

November 19, 2019

By: /s/ Brian B. Yoor
Brian B. Yoor
Executive Vice President, Finance and Chief Financial Officer

Exhibit 4.2

EXECUTION VERSION

ABBOTT IRELAND FINANCING DAC

SUPPLEMENTAL INDENTURE NO. 2

€590,000,000 0.100% Notes due 2024
€590,000,000 0.375% Notes due 2027

THIS SUPPLEMENTAL INDENTURE NO. 2, dated as of November 19, 2019 (this "Supplemental Indenture"), among ABBOTT IRELAND FINANCING DAC, an Irish designated activity company (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), ABBOTT LABORATORIES, an Illinois corporation (the "Parent Guarantor," which term includes any successor Person under the Indenture hereinafter referred to) and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as trustee (the "Trustee," which term includes any successor trustee under the Indenture hereinafter referred to) and ELAVON FINANCIAL SERVICES DAC, as paying agent, transfer agent and registrar (the "Paying Agent", the "Transfer Agent" and the "Security Registrar", respectively).

RECITALS OF THE COMPANY:

WHEREAS, the Company and the Parent Guarantor have heretofore executed and delivered to the Trustee an Indenture, dated as of September 27, 2018 (the "Base Indenture", and the Base Indenture as supplemented or amended from time to time, including by this Supplemental Indenture, the "Indenture"), providing for the issuance from time to time of one or more series of Securities (as defined in the Base Indenture);

WHEREAS, the Company has duly determined to appoint the Paying Agent as the paying agent and the Transfer Agent and Security Registrar as the transfer agent and registrar, each under the Agency Agreement, dated as of the date hereof ("Agency Agreement"), and the Paying Agent, the Transfer Agent and the Security Registrar are willing to accept such appointment with respect to the Notes;

WHEREAS, Article Nine of the Indenture provides for various matters with respect to any series of Securities issued under the Indenture to be established in an indenture supplemental to the Indenture;

WHEREAS, Section 9.1(7) of the Indenture provides that the Company, the Parent Guarantor and the Trustee may enter into an indenture supplemental to the Indenture to establish the form or terms of Securities of any series as permitted by Sections 2.1 and 3.1 of the Indenture; and

WHEREAS, all the conditions and requirements necessary to make this Supplemental Indenture, when duly executed and delivered, a valid and binding agreement in accordance with its terms and for the purposes herein expressed, have been performed and fulfilled.

NOW THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and the issuance of the series of Securities and Guarantee provided for herein, the parties hereto hereby covenant and agree for the equal and proportionate benefit of the respective Holders of the Securities of each such series as follows:

ARTICLE I

RELATION TO INDENTURE; DEFINITIONS; RULES OF CONSTRUCTION

Section 1.1 Relation to Indenture. This Supplemental Indenture constitutes an integral part of the Indenture.

Section 1.2 Relation to Agency Agreement. The terms of this Supplemental Indenture are subject to the terms of the Agency Agreement which shall be deemed incorporated herein. In the event of an inconsistency between the terms of the Indenture, this Supplemental Indenture and the Agency Agreement, the terms of the Agency Agreement shall prevail, except that the rights, benefits, protections, indemnities and immunities of the Trustee shall be governed by the Indenture.

Section 1.3 Definitions. For all purposes of this Supplemental Indenture, the following terms shall have the respective meanings set forth in this Section.

"2024 Notes" has the meaning specified in Section 2.1.

"2027 Notes" has the meaning specified in Section 2.1.

"Business Day" means, unless otherwise expressly specified, any day, other than a Saturday or Sunday on which (i) banking institutions and foreign exchange markets are open for general business in the City of New York, the City of London, the City of Dublin and the City of Zurich and (ii) the Trans-European Automated Real-Time Gross Settlement Express Transfer system ("TARGET2 System"), or any successor thereto, operates.

"Certificated Note" means a Note in definitive registered form that does not include the Global Notes Legend and in a customary form agreed by the Company, the Parent Guarantor, the Trustee and the Paying Agent.

"Clearstream, Luxembourg" means Clearstream Banking S.A.

"Common Depositary" means any Person acting as the common depositary for Euroclear and Clearstream, Luxembourg, which initially shall be Elavon Financial Services DAC.

"Comparable Government Bond" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an Independent Investment Banker, a bond that is a direct obligation of the Federal Republic of Germany ("German government bond"), whose maturity is closest to the Par Call Date of the Notes of the series to be redeemed, or if the Independent Investment Banker in its discretion determines that such similar bond is not in issue, such other German government bond as the Independent Investment Banker may, with the advice of the Reference Bond Dealers, determine to be appropriate for determining the Comparable Government Bond Rate.

"Comparable Government Bond Rate" means the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes of the series to be redeemed, if they were to be purchased at such price on the third TARGET2 System Day prior to the Redemption Date, would be equal to the gross redemption yield on such TARGET2 System Day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (Central European time) on such TARGET2 System Day as determined by an Independent Investment Banker in its discretion.

"Corporate Trust Office of the Paying Agent and Transfer Agent" means, initially, the office of Elavon Financial Services DAC located at Building 8, Block E, Cherrywood Business Park, Loughlinstown, Co. Dublin, Ireland.

"Corporate Trust Office of the Security Registrar" means, initially, the office of Elavon Financial Services DAC located at Building 8, Block E, Cherrywood Business Park, Loughlinstown, Co. Dublin, Ireland.

"euro" or "€" means the single currency introduced at the third stage of the European Monetary Union pursuant to the Treaty establishing the European Community, as amended.

"Euroclear" means Euroclear Bank SA/NV.

"Global Notes Legend" means the legend set forth in Exhibits A1 and A2 to this Supplemental Indenture, as applicable.

"Independent Investment Banker" means one of the Reference Bond Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Notes" means the 2024 Notes and the 2027 Notes.

"Par Call Date" means (i) with respect to the 2024 Notes, October 19, 2024 (one month prior to the Stated Maturity of the 2024 Notes) and (ii) with respect to the 2027 Notes, August 19, 2027 (three months prior to the Stated Maturity of the 2027 Notes).

"Reference Bond Dealer" means four firms that are brokers of, and/or market makers in, German government bonds (each a "Primary Bond Dealer"), which firms the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Bond Dealer, the Company shall substitute another Primary Bond Dealer therefor.

"TARGET2 System Day" means any day on which the TARGET2 System, or any successor thereto, operates.

"U.S. Dollar" or "$" means the currency of the United States of America.

Section 1.4 Amendments to the Base Indenture solely with respect to the Notes.

(a) Solely with respect to the Notes, Section 1.1 of the Base Indenture shall be amended by deleting the definition of "Principal Domestic Property" and replacing such definition with the following:

> "Principal Domestic Property" means any building, structure or other facility, together with the land upon which it is erected and fixtures comprising a part thereof, used primarily for manufacturing, processing, research, warehousing or distribution and located in the United States of America (excluding its territories and possessions and Puerto Rico), owned or leased by the Parent Guarantor or any Domestic Subsidiary and having a net book value which, on the date the determination as to whether a property is a Principal Domestic Property is being made, exceeds 2% of Consolidated Net Assets of the Parent Guarantor, other than any such building, structure or other facility or a portion thereof (i) which is an air or water pollution control facility financed by State or local governmental obligations, or (ii) which the Chairman of the Board, the Chief Executive Officer, an Executive Vice President, a Senior Vice President or a Vice President, and the Chief Financial Officer, the Treasurer, or an Assistant Treasurer, of the Parent Guarantor determine in good faith, at any time on or prior to such date, is not of material importance to the total business conducted, or assets owned, by the Parent Guarantor and its Subsidiaries as an entirety.

(b) Solely with respect to the Notes, Section 4.1(1) of the Base Indenture shall be amended by inserting the following directly after the term "as the case may be" is first used: " (provided that in connection with any discharge relating to any redemption that requires the payment of a premium, the amount deposited shall be sufficient for purposes of the Indenture to the extent that an amount is deposited with the Trustee equal to the premium calculated as of the date of the notice of redemption, with any deficit as of the Redemption Date only required to be deposited with the Trustee on or prior to the Redemption Date)".

(c) Solely with respect to the Notes, Section 8.1(1) of the Base Indenture shall be amended by inserting the word "Republic" directly before the words "of Ireland".

(d) Solely with respect to the Notes, Section 10.6 of the Base Indenture shall be amended and restated, and superseded, in its entirety by the following:

"(i) The Company shall not itself, and shall not permit any of its Subsidiaries to, create or permit to subsist any Mortgage upon the whole or any part of its present or future assets or revenues (including uncalled capital) to secure any indebtedness for borrowed money which is represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is (with the consent of the issuer of the indebtedness) at the time listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market), or to secure any guarantee of any such indebtedness of any other Person and (ii) the Company shall not permit any of its Subsidiaries to guarantee any such indebtedness of any other Person without (a) in the case of the creation of a Mortgage, at the same time or prior thereto, securing the Notes equally and ratably therewith, or, in the case of any such guarantee, promptly guaranteeing the Notes on a pari passu basis therewith or (b) in each case, providing such other security interest or other arrangement (whether or not it includes the granting of a security interest or provision of a guarantee) for the Notes of any series as may be approved by Holders of a majority in principal amount of outstanding Notes of such series.

The Parent Guarantor will not itself, and it will not permit any Domestic Subsidiary to, incur, issue, assume or guarantee any indebtedness for borrowed money represented by notes, bonds, debentures or other similar evidences of indebtedness for borrowed money (such notes, bonds, debentures or other similar evidences of indebtedness for borrowed money being hereinafter in this Article called "Debt"), secured by a Mortgage on any Principal Domestic Property, or any shares of stock or Debt of any Domestic Subsidiary, without effectively providing or causing its Domestic Subsidiary to provide that the Guarantee of the Parent Guarantor is secured equally and ratably with (or prior to) such secured Debt, so long as such Debt is so secured, unless, after giving effect thereto, the aggregate amount of all such secured Debt plus all Attributable Debt in respect of Sale and Leaseback Transactions involving Principal Domestic Properties (other than Sale and Leaseback Transactions permitted pursuant to clause (2) of Section 10.7) would not exceed 15% of Consolidated Net Assets. This Section shall not apply to, and there shall be excluded from secured Debt in any computation under this Section, Debt secured by:

(1) Mortgages on property of, or on any shares of stock or Debt of, any Person existing at the time such Person becomes a Domestic Subsidiary;

(2) Mortgages in favor of the Parent Guarantor or any Subsidiary thereof;

(3) Mortgages in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country, or any department, agency or instrumentality or political subdivision thereof, to secure partial, progress, advance or other payments pursuant to any contract or statute;

(4) Mortgages on property, shares of stock or Debt existing at the time of acquisition thereof (including acquisition through merger or consolidation);

(5) Mortgages to secure the payment of all or any part of the cost of acquisition, construction, development or improvement of the underlying property, or to secure debt incurred to provide funds for any such purpose, provided that the commitment of the creditor to extend the credit secured by any such Mortgage is obtained not later than 365 days after the later of (a) the completion of the acquisition, construction, development or improvement of such property or (b) the placing in operation of such property;

(6) with respect to each series of the Notes, Mortgages existing on the first date on which a Note of such series is authenticated by the Trustee hereunder;

(7) Mortgages incurred in connection with pollution control, industrial revenue or similar financings;

(8) Mortgages created in substitution of or as replacements for any Mortgages referred to in the foregoing clauses (1) through (7), inclusive; provided, that, based on a good faith determination of an Officer of the Parent Guarantor, the property encumbered under any such substitute or replacement Mortgage is substantially similar in nature to the property encumbered by the otherwise permitted Mortgage which is being replaced; and

(9) any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Debt secured by any Mortgage referred to in the foregoing clauses (1) through (8), inclusive; provided, that (i) such extension, renewal or replacement Mortgage is limited to all or a part of the same property, shares of stock or Debt that secured the Mortgage so extended, renewed or replaced (plus improvements on such property, and plus any property relating to a specific project, the completion of which is funded pursuant to clause (ii)(b) below) and (ii) the Debt secured by such Mortgage at such time is not increased (other than (a) by an amount equal to any related financing costs (including, but not limited to, the accrued interest and premium, if any, on the Debt being refinanced) and (b) where an additional principal amount of Debt is incurred to provide funds for the completion of a specific project that is subject to a Mortgage securing the Debt being extended, refinanced or renewed, by an amount equal to such additional principal amount)."

(e) Solely with respect to the Notes, Section 10.7 of the Base Indenture shall be amended and restated, and superseded, in its entirety by the following:

"The Parent Guarantor will not itself, and it will not permit any Domestic Subsidiary to, enter into any Sale and Leaseback Transaction, unless either:

(1) the Parent Guarantor or such Domestic Subsidiary could incur Debt secured by a Mortgage on the Principal Domestic Property to be leased back pursuant to Section 10.6 in an amount equal to the Attributable Debt with respect to such Sale and Leaseback Transaction without equally and ratably securing the Guarantee of the Parent Guarantor; or

(2) the Parent Guarantor, within 180 days after the sale or transfer shall have been made by the Parent Guarantor or by any such Domestic Subsidiary, applies to the retirement of the Parent Guarantor's Funded Debt, an amount equal to the greater of: (i) the net proceeds of the sale of the Principal Domestic Property sold and leased back pursuant to such arrangement or (ii) the fair market value of the Principal Domestic Property so sold and leased back at the time of entering into such arrangements (as determined by any two of the following: the Chairman of the Board, the Chief Executive Officer, an Executive Vice President, a Senior Vice President or a Vice President, and the Chief Financial Officer, the Treasurer or an Assistant Treasurer, of the Parent Guarantor); provided, that the amount to be applied to the retirement of Funded Debt shall be reduced by (a) the principal amount of any Securities of any series issued under the Indenture delivered within 180 days after such sale to the Trustee for retirement and cancellation, and (b) the principal amount of such Funded Debt, other than Securities of any series issued under the Indenture, voluntarily retired by the Parent Guarantor within 180 days after such sale. Notwithstanding the foregoing, no retirement referred to in this clause (2) may be effected by payment at maturity or pursuant to any mandatory sinking fund payment or any mandatory prepayment provision."

(f) Solely with respect to the Notes, Section 13.3 of the Base Indenture shall be amended and restated, and superseded, in its entirety by the following:

"Upon the Company's exercise of the above option applicable to this Section, the Company shall be released from its obligations under Sections 8.1, each Guarantor shall be released from its obligations under Section 14.4, and each of the Company and the Parent Guarantor shall be released from its obligations under Sections 10.6 and 10.7 (and any covenant applicable to such Securities or Guarantee that are determined pursuant to Section 3.1 to be subject to this provision), and the occurrence of an event specified in Section 5.1(4) (with respect to any of Sections 8.1, 10.6, 10.7 or 14.4) (and any other Event of Default applicable to such Securities or Guarantee that are determined pursuant to Section 3.1 to be subject to this provision) shall not be deemed to be an Event of Default with respect to the Outstanding Securities of such series on and after the date the conditions set forth below are satisfied (hereinafter, "covenant defeasance"). For this purpose, such covenant defeasance means that, with respect to the Outstanding Securities of such series, the Company or the applicable Guarantor, as the case may be, may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such Section or clause whether directly or indirectly by reason of any reference elsewhere herein to any such Section or clause or by reason of any reference in any such Section or clause to any other provision herein or in any other document, but the remainder of this Indenture and such Securities shall be unaffected thereby".

(g) Solely with respect to the Notes, the third sentence of clause (1) of Section 13.4 of the Base Indenture shall be deleted and replaced with the following:

"For this purpose, "Government Obligations" means euro denominated securities that are direct obligations (or certificates representing an ownership interest in such obligations) of a member state of the European Union as of the original issue date of the Notes (including any agency or instrumentality thereof) for the payment of which the full faith and credit of such government is pledged; provided that such member state has a long-term government debt rating of "A1" or higher by Moody's Investors Service, Inc. (or any successor thereof) or "A+" or higher by S&P Global Ratings, a division of S&P Global Inc., or any successor to its rating agency business, or the equivalent rating category of another internationally recognized rating agency."

(h) Solely with respect to the Notes, Section 14.4(1) of the Base Indenture shall be amended by deleting the words "the due and punctual payment of the principal of and any premium and interest (including all Additional Amounts, if any, payable pursuant to Section 10.9) on all the Securities and the performance or observance of every obligation of this Indenture and the Securities on the part of a Guarantor to be performed or observed" and replacing them with the following: "the due and punctual payment of all obligations on its Guarantee and the performance or observance of every obligation of this Indenture and its Guarantee on the part of a Guarantor to be performed or observed".

(i) Solely with respect to the Notes, Section 14.4(3) of the Base Indenture shall be amended by deleting the words "to effectively secure the Securities equally and ratably" and replacing them with the following: "to effectively secure its Guarantee equally and ratably".

Section 1.5 Rules of Construction. For all purposes of this Supplemental Indenture:

(a) capitalized terms used herein without definition shall have the meanings specified in the Base Indenture;

(b) all references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture;

(c) the terms "herein," "hereof," "hereunder" and other words of similar import refer to this Supplemental Indenture; and

(d) in the event of a conflict with the definition of terms in the Base Indenture, the definitions in this Supplemental Indenture shall control.

Section 1.6 References. References to the Security Register in the Indenture will be deemed to refer to the register of Holders of the Notes as prescribed by this Supplemental Indenture, and the provisions of the Notes and references to the Security Registrar in the Indenture will be deemed to refer to the Registrar as defined in the Agency Agreement and the Notes.

ARTICLE II

THE SECURITIES

Section 2.1 Title of the Notes. There will be (i) a series of Securities designated the 0.100% Notes due 2024 (the "2024 Notes") and (ii) a series of Securities designated the 0.375% Notes due 2027 (the "2027 Notes").

Section 2.2 Initial Principal Amount and Stated Maturity. The 2024 Notes will be initially issued in an aggregate principal amount of €590,000,000 and the 2027 Notes will be initially issued in an aggregate principal amount of €590,000,000. The Stated Maturity of the 2024 Notes shall be November 19, 2024 and the Stated Maturity of the 2027 Notes shall be November 19, 2027.

Section 2.3 Holders of the Notes. Title to the Notes will pass upon registration of transfer in accordance with Section 2.7. The Company, the Parent Guarantor, the Trustee, the Paying Agent, the Transfer Agent and the Security Registrar will (except as otherwise required by law) deem and treat the registered holder of any Note as the absolute owner thereof (whether or not it is overdue and regardless of any notice of ownership, trust or other interest or any writing on, or the theft or loss of, such Note) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next paragraph.

For so long as the Notes are represented by a Global Note deposited with, and registered in the name of a nominee for, a Common Depositary, each Person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of the Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of the Notes standing to the account of any Person shall be conclusive and binding for all purposes save in the case of manifest error) shall upon their receipt of a certificate or other document as aforesaid be treated by the Company, the Parent Guarantor, the Trustee, the Paying Agent, the Transfer Agent and the Security Registrar as the holder of such nominal amount of the Notes and the registered holder of the Global Note shall be deemed not to be the holder for all purposes other than with respect to the payment of principal or interest or any other amount on such nominal amount of the Notes, for which purpose the registered holder of the Global Note shall be treated by the Company, the Parent Guarantor, the Trustee, the Paying Agent, the Transfer Agent and the Security Registrar as the holder of such nominal amount of the Notes in accordance with and subject to the terms of the Global Note and the expressions "Holder", "Holder of Notes" and "Holder of the Notes" and related expressions shall be construed accordingly.

Section 2.4 Interest. Interest on the 2024 Notes will be payable annually in arrear on November 19 of each year, commencing on November 19, 2020 and interest on the 2027 Notes will be payable annually in arrear on November 19 of each year, commencing on November 19, 2020 (each such date being an "Interest Payment Date"), to the Holders in whose names the Notes are registered in the Security Register (which shall be held outside the United Kingdom) at (i) in the case of Notes represented by a Global Note, the close of the Business Day (which, for these purposes, is a day on which Euroclear and Clearstream, Luxembourg are open for business) immediately prior to the relevant Interest Payment Date and (ii) in all other cases, the close of business at the registered office of the Paying Agent on the 15th day (or, if such 15th day is not a day on which banks are open for business in the city where the specified office of the Security Registrar is located, the first such day prior to such 15th day) before the relevant Interest Payment Date (in each case, a "Regular Record Date"). Interest on the Notes shall be computed on the basis of the actual number of days in the period for which interest is being calculated, and including the last date on which interest was paid or duly provided for in the Notes (or from November 19, 2019, if no interest has been paid on the Notes), but excluding the next following Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) (as defined in the rulebook of the International Capital Market Association).

Section 2.5 Issuance in Euro. Initial Holders will be required to pay for the Notes in euro, and all payments of principal of, and premium, if any, Additional Amounts, if any, and interest on, the Notes, including payments made upon redemption of the Notes, shall be payable in euro. If the Company is unable to obtain euro in amounts sufficient to make a required payment under the Notes due to the imposition of exchange controls or other circumstances beyond the Company's control (including the dissolution of the European Monetary Union) or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions or within the international banking community, then all payments in respect of the Notes shall be made in U.S. Dollars until the euro is again available to the Company or so used. In such circumstances, the amount payable on any date in euro shall be converted into U.S. Dollars at the rate mandated by the Board of Governors of the Federal Reserve System as of the close of business in the City of New York on the second Business Day prior to the relevant payment date, or in the event the Board of Governors of the Federal Reserve System has not mandated a rate of conversion, on the basis of the most recent U.S. Dollar/euro exchange rate published in The Wall Street Journal on or prior to the second Business Day in the City of New York prior to the relevant payment date or, in the event The Wall Street Journal has not published such exchange rate, the rate will be determined in the Company's sole discretion on the basis of the most recently available market exchange rate for euro. Any payment in respect of the Notes so made in U.S. Dollars will not constitute an Event of Default. Neither the Trustee nor the Paying Agent shall be responsible for obtaining exchange rates, effecting conversions or otherwise handling redenominations.

Section 2.6 Form and Dating.

(a) General. The Notes shall initially be issued in the form of one or more global notes in fully registered, book-entry form ("Global Notes"), duly executed by the Company and authenticated by the Trustee, which shall be deposited with the Common Depositary and shall be registered in the name of USB Nominees (UK) Limited, as nominee of the Common Depositary. The Notes shall be in substantially the forms of Exhibits A1 and A2 attached hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication. The Notes shall be issued in fully registered form only in denominations of €100,000 and integral multiples of €1,000 in excess thereof. The Notes of each series and any additional Notes of such series subsequently issued under the Indenture may be consolidated and form a single series with an existing series of the Notes and have the same terms as to status, redemption or otherwise as such series of Notes (except for the amount and/or date of the first payment of interest thereon, the offering price, the issue date and/or the date from which interest starts to accrue thereon), provided, however, that if any such additional Notes are not fungible with the Notes of the applicable series for U.S. federal income tax purposes, such additional Notes will have a separate ISIN number.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Supplemental Indenture, and the Company, the Parent Guarantor, the Trustee, the Paying Agent, the Transfer Agent and the Security Registrar, by their execution and delivery of this Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Supplemental Indenture, the provisions of this Supplemental Indenture shall govern and be controlling.

(b) Book-Entry Provisions. This Section 2.6(b) shall apply only to a Global Note deposited with the Common Depositary. The Company and the Parent Guarantor shall execute and the Trustee shall, in accordance with this Section 2.6(b) and pursuant to a Company Order, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of USB Nominees (UK) Limited, as nominee of the Common Depositary for such Global Note or Global Notes and (b) shall be delivered by the Trustee to such Common Depositary.

(c) Payment.

Payments of principal with respect to Notes may be made at the office or agency maintained for such purpose in Dublin (initially the Corporate Trust Office of the Paying Agent and Transfer Agent), provided that, in the case of Certificated Notes, all such payments of principal on the Notes for which the Holders thereof have given wire transfer instructions, will be required to be made by wire transfer of immediately available funds to the accounts specified by the Holders thereof. No service charge will be made for any registration of transfer, but payment of a sum sufficient to cover any tax or governmental charge payable in connection with that registration may be required.

Payments of interest with respect to Notes may be made at the office or agency maintained for such purpose in Dublin (initially the Corporate Trust Office of the Paying Agent and Transfer Agent), provided that, in the case of Certificated Notes, all such payments of interest on the Notes for which the Holders thereof have given wire transfer instructions, will be required to be made by wire transfer of immediately available funds to the accounts specified by the Holders thereof. No service charge will be made for any registration of transfer, but payment of a sum sufficient to cover any tax or governmental charge payable in connection with that registration may be required.

If the principal of or any premium or interest on the Notes is payable on a day that is not a Business Day, the required payment shall be made on the following Business Day as if it were made on the date the payment was due and no interest shall accrue on the amount so payable for the period from and after that Interest Payment Date, that maturity date or that Redemption Date, as the case may be, until the next Business Day.

All payments of any amounts paid to or the order of USB Nominees (UK) Limited, as nominee for the Common Depositary for Euroclear and Clearstream, Luxembourg shall be valid and, to the extent of the sums so paid, effectual to satisfy and discharge the liability of the Company for the moneys payable on the Notes.

(d) Certificated Notes. Except as provided in Section 2.7, owners of a beneficial interest in the Global Notes will not have Notes registered in their names and will not receive physical delivery of Certificated Notes.

Section 2.7 Transfer and Exchange.

(a) Transfer and Exchange of Certificated Notes. When Certificated Notes are presented to the Security Registrar with a request:

(i) to register the transfer of such Certificated Notes; or

(ii) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Security Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Certificated Notes surrendered for transfer or exchange:

(A) shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Security Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing; and

(B) are accompanied by the following additional information and documents, as applicable:

(x) if such Certificated Notes are being delivered to the Security Registrar by a Holder for registration in the name of such Holder, without transfer, a certification from such Holder to that effect (in the form set forth on the reverse side of the Note); or

(y) if such Certificated Notes are being transferred to the Company, a certification to that effect (in the form satisfactory to the Trustee).

(b) Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note. A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirement set forth below. Upon receipt by the Security Registrar of a Certificated Note, duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Security Registrar, together with written instructions directing the Security Registrar to make an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Common Depositary account to be credited with such increase, then the Security Registrar shall cancel such Certificated Note and cause the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so canceled. If no Global Notes are then outstanding and the Global Note has not been previously exchanged for certificated securities pursuant to Section 2.6, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(c) Exchange of Global Notes for Certificated Notes. Notwithstanding Section 3.5 of the Indenture, a Global Note shall be exchanged by the Company for Certificated Notes only if:

(i) Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of at least 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business;

(ii) the Company, at its option, notifies the Trustee, Security Registrar and Paying Agent in writing that it elects to cause the issuance of Certificated Notes; or

(iii) an Event of Default has occurred and is continuing.

In the case of clause (i) and (iii) above, the Holder of a Global Note (acting on behalf of one or more of the accountholders) or the Trustee may give notice to the Company and, in the case of clause (ii) above, the Company may give notice to the Trustee, the Security Registrar, the Paying Agent and the Holders of Notes, of its intention to exchange a Global Note for Certificated Notes on or after the Exchange Date.

On or after the Exchange Date the Holder of the Global Note may, or in the case of clause (ii) above, shall surrender it to or to the order of the Paying Agent. In exchange for the Global Note, the Company shall deliver, or procure the delivery of, an equal aggregate principal amount of Certificated Notes. On exchange of the Global Note, the Company will procure that it is cancelled and, if the Holder so requests, returned to the Holder together with any relevant Certificated Notes.

For these purposes, "Exchange Date" means a day specified in the notice requiring exchange falling not less than 60 days after the day on which the notice requiring exchange is given and being a day on which banks are open for general business in London, in the place in which the specified office of the Paying Agent is located and, except in the case of exchange pursuant to (i) above, in the place in which Euroclear and Clearstream, Luxembourg are located.

In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interest therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of the Holder of the relevant Global Notes (in accordance with its customary procedures).

The Company, the Trustee, the Security Registrar, the Paying Agent and the Transfer Agent shall not be liable for any delay by the Holder of the relevant Global Notes in identifying the Holders of beneficial interests in the Global Notes, and each such Person may conclusively rely on, and will be protected in relying on, instructions from Euroclear or Clearstream, Luxembourg for all purposes (including with respect to the registration and delivery, and the respective principal amounts, of the Certificated Notes to be issued).

(d) Obligations with Respect to Transfers and Exchanges of Notes.

(i) To permit registrations of transfers and exchanges, the Company and the Parent Guarantor shall execute and the Trustee shall authenticate Certificated Notes and Global Notes at the Company's request.

(ii) No service charge shall be made for any registration of transfer or exchange of the Notes, but the Company or the Security Registrar may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charge payable upon exchange or transfer pursuant to Sections 9.5 or 11.7 of the Indenture).

(e) Neither the Company nor the Security Registrar shall be required to register the transfer of or exchange Notes of any series (i) during a period beginning at the opening of business 15 days before the day of the mailing or, as the case may be, publication of a notice of redemption of Notes of that series selected for redemption under Section 4.1 and ending at the close of business on the day of such mailing or, as the case may be, publication, or (ii) so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

(f) All Notes issued upon any transfer or exchange pursuant to the terms of this Supplemental Indenture shall evidence the same indebtedness for borrowed money and shall be entitled to the same benefits under the Indenture as the Notes surrendered upon such transfer or exchange.

(g) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, the Common Depositary or any other Person with respect to the accuracy of the records of the Common Depositary or its nominee, with respect to any ownership interest in the Notes or with respect to the delivery to any beneficial owner or other Person (other than the Common Depositary) of any notice (including any notice of redemption or repurchase) or the payment of any amount, under or with respect to such Notes.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Supplemental Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Supplemental Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

ARTICLE III

TRUSTEE AND PAYING AGENT

Section 3.1 Appointments. The Paying Agent and Transfer Agent for the Notes shall initially be Elavon Financial Services DAC. The Company hereby initially designates the Corporate Trust Office of the Paying Agent and Transfer Agent as the office to be maintained by it where Notes may be presented for payment and transfer or exchange and where notices to or demands upon the Company in respect of the Notes or the Indenture may be served. The Security Registrar for the Notes shall initially be Elavon Financial Services DAC and the Company hereby initially designates the Corporate Trust Office of the Security Registrar as the office to be maintained by it where Notes may be presented for registration of transfer or exchange. The Company may at any time vary or terminate the appointment of the Paying Agent or Security Registrar to appoint additional or other paying agents or another security registrar and to approve any change in the offices where they act; *provided* that there will, save where the Company delivers an Officer's Certificate to the Trustee stating that it is unduly onerous, at all times be a Paying Agent (as defined in the Base Indenture) such that no obligation to withhold or deduct tax will arise in respect of payments on the Notes (whether held in global form in a recognized clearing system or in certificated form) pursuant to Irish law. In furtherance of such appointment, the Trustee is hereby authorized and directed to execute and deliver the Agency Agreement. The Trustee shall not be liable for any act or omission of the Paying Agent, Security Registrar, Transfer Agent, Common Depositary, Euroclear or Clearstream, Luxembourg.

ARTICLE IV

REDEMPTION

Section 4.1 Optional Redemption.

(a) The Company may redeem the Notes of any series at any time prior to the applicable Par Call Date in whole or in part, in each case at the Company's option, at a redemption price equal to the greater of:

(i) 100% of the principal amount of the Notes of such series to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments (through the applicable Par Call Date with respect to the Notes of such series assuming for such purpose that the Notes of such series matured on the applicable Par Call Date) of principal and interest on the Notes of such series to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate plus (A) with respect to the 2024 Notes, 15 basis points and (B) with respect to the 2027 Notes, 20 basis points.

In each case, the Company will pay accrued and unpaid interest, if any, on the principal amount being redeemed to, but excluding, the Redemption Date.

(b) In addition, the Company may redeem the Notes of any series at any time on or after the applicable Par Call Date in whole or in part, in each case at the Company's option, at a redemption price equal to 100% of the principal amount of the Notes of such series to be redeemed plus accrued and unpaid interest, if any, on the principal amount being redeemed to, but excluding, the Redemption Date.

(c) Notice of redemption will be mailed (or delivered electronically) at least 15 but not more than 60 days before the Redemption Date (i) in the case of Notes represented by a Global Note, to and through Euroclear or Clearstream, Luxembourg for communication by them to the holders of interests in the Notes, or (ii) in the case of Certificated Notes, to each Holder of the Notes to be redeemed at its registered address set out on the Security Registrar at the close of business at the registered office of the Paying Agent on the 5th day (or, if such 5th day is not a day on which banks are open for business in the city where the specified office of the Security Registrar is located, the first such day prior to such 5th day) before the issuance of the notice of redemption (in each case, a "Relevant Record Date").

(d) In the case of a partial redemption of Notes, the Notes to be redeemed ("Redeemed Notes") will (a) in the case of Redeemed Notes represented by Certificated Notes, be selected by the Trustee (or by the Security Registrar if other than the Trustee) individually by lot not more than 10 days prior to the Redemption Date, and (b) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion, and in the records of the Trustee or its nominee as a decrease in the principal amount of such Global Note). In the case of Redeemed Notes represented by Certificated Notes, a list of the serial numbers of such Redeemed Notes will be published not less than 7 days prior to the Redemption Date.

Section 4.2 Redemption for Tax Reasons. If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of Ireland, the United States, the jurisdiction of residence for tax purposes of either the Company or the Parent Guarantor, any jurisdiction from or through which payments are made by or on behalf of the Company or the Parent Guarantor, or, in each case, any taxing authority thereof or therein (each a "Taxing Jurisdiction") or any change in, or amendment to, an official position or judicial precedent regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is announced or becomes effective on or after November 15, 2019 (or, the date such jurisdiction became a Taxing Jurisdiction with respect to the Company or the Parent Guarantor, as applicable, if later), based upon a written opinion of independent counsel selected by the Company or the Parent Guarantor, the Company or the Parent Guarantor has or will become obligated to pay Additional Amounts as described in Article V hereunder with respect to the Notes of any series or under and pursuant to the Guarantee of the Parent Guarantor, and such obligation cannot be avoided by the taking of reasonable measures, then the Company may at any time at its option, on not less than 15 nor more than 60 days' prior notice to Holders and provided that such notice shall not be provided earlier than 90 days before the first date on which such Additional Amounts would be owed if a payment on the Notes of such series were then due, redeem, in whole, but not in part, the notes of such series at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest, if any, on the principal amount being redeemed to, but excluding, the Redemption Date.

Notice of redemption will be mailed (or delivered electronically) at least 15 but not more than 60 days before the Redemption Date (i) in the case of Notes represented by a Global Note, to and through Euroclear or Clearstream, Luxembourg for communication by them to the holders of interests in the Notes, or (ii) in the case of Certificated Notes, to each Holder of the Notes to be redeemed at its registered address set out on the Security Registrar on the Relevant Record Date.

ARTICLE V

PAYMENT OF ADDITIONAL AMOUNTS

Section 5.1 General. All payments in respect of the Notes and under and pursuant to the Guarantee of the Parent Guarantor will be made by or on behalf of the Company (or, if such Guarantee is called, the Parent Guarantor) without withholding or deduction for, or on account of, any present or future tax, assessment or governmental charge, imposed or levied by a Taxing Jurisdiction, unless such withholding or deduction is required by law. The Company or, as the case may be, the Parent Guarantor will pay as additional interest on each series of the Notes such additional amounts (the "Additional Amounts") as are necessary in order that the net amount of the principal of, and premium, if any, and interest on such Notes received by a Holder after withholding or deduction for any future tax, assessment or other governmental charge imposed by a Taxing Jurisdiction will not be less than the amount provided in the Notes or, as the case may be, the amount due and payable under and pursuant to such Guarantee to such Holder to be then due and payable; provided, however, that the foregoing obligation to pay Additional Amounts shall not apply:

(a) to any tax, assessment or other governmental charge that would not have been imposed but for the Holder (or the beneficial owner for whose benefit such Holder holds such Note), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder if the Holder is an estate, trust, partnership or corporation, or a Person holding a power over an estate or trust administered by a fiduciary holder, being considered as:

(i) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(ii) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Notes, the receipt of any payment or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;

(iii) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for U.S. federal income tax purposes, a foreign tax-exempt organization with respect to the United States or a foreign personal holding corporation that has accumulated earnings to avoid U.S. federal income tax;

(iv) failing to qualify for the exemption from tax on "portfolio interest" by reason of Section 871(h)(3) or Section 881(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") or any successor provision or the related Treasury Regulations (including the certification requirements); or

(v) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(b) to any tax, assessment or other governmental charge that is imposed on a payment to a Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficiary or settlor with respect to the fiduciary, a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an Additional Amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(c) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other Person to comply with, upon request, certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(d) to any tax, assessment or other governmental charge that is not imposed by way of withholding;

(e) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;

(f) to any withholding or deduction that is imposed on a payment pursuant to Sections 1471 through 1474 of the Code and related Treasury regulations, pronouncements relating thereto or official interpretations thereof or any successor provisions, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any applicable intergovernmental agreement entered into between the United States and any other governmental authority in connection with the implementation of the foregoing and any regulations or official law, agreement or interpretations thereof implementing an intergovernmental approach thereto;

(g) any taxes that would not have been imposed, withheld, deducted or levied but for a change in any law, treaty, regulation or administrative or judicial interpretation that becomes effective more than 30 days after the applicable payment becomes due or is duly provided for, whichever occurs later; or

(h) in the case of any combination of items (a), (b), (c), (d), (e), (f) and (g).

Section 5.2 No Other Requirements. The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided under this Article V, the Company shall not be required to make any payment for any tax, duty, assessment or governmental charge of whatever nature imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

Section 5.3 Definition. As used in this Article V, the term "United States" means the United States of America (including the states and the District of Columbia and any political subdivision thereof), and the term "U.S. person" means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, including an entity treated as a corporation for United States income tax purposes, or any estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

ARTICLE VI

NOTICES

Section 6.1 General. Notwithstanding any other provisions of this Supplemental Indenture, all notices to the Holders will be valid if published in a leading English language daily newspaper published in London or such other English language daily newspaper with general circulation in Europe as the Company may decide. Any such notice will be deemed to have been given on the date of the first such publication.

The Company shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are listed from time to time.

Notwithstanding the above requirements of this Article VI relating to notices to Holders, for so long as all of the Notes are represented by a Global Note and such Global Note is held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Holders may, instead, be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relevant accountholders provided that, so long as the Notes are listed on any stock exchange, the notices are duly published in a manner which complies with the rules and regulations of any such stock exchange on which the Notes are listed from time to time. Any such notice shall be deemed to have been given to the Holders on the date on which such notice is given to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Notices to be given by any Holder shall, unless otherwise set out in this Supplemental Indenture, be in writing and given by lodging the same with the Paying Agent or the Transfer Agent or, if the Notes are represented by a Global Note and such Global Note is held on behalf of Euroclear and/or Clearstream, Luxembourg, may be given through the clearing system in accordance with its standard rules and procedures.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Ratification. The Base Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

Section 7.2 Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

Section 7.3 Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 7.4 The Trustee. The recitals contained herein and in the Notes and Guarantees, except the Trustee's certificates of authentication, shall be taken as the statements of the Company and the Parent Guarantor, as applicable, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to and shall not be responsible for the validity or sufficiency of this Supplemental Indenture or of the Notes or Guarantees.

[*signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 2 to be duly executed as of the day and year first above written.

ABBOTT IRELAND FINANCING DAC

By /s/ Karen Peterson
Name: Karen Peterson
Title: Authorised Signatory

[Signature Page to Supplemental Indenture No. 2]

ABBOTT LABORATORIES

By: /s/ Karen Peterson
Name: Karen Peterson
Title: Vice President and Treasurer

[Signature Page to Supplemental Indenture No. 2]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Grace A. Gorka
Name: Grace A. Gorka
Title: Vice President

ELAVON FINANCIAL SERVICES DAC,
as Paying Agent, Transfer Agent and
Security Registrar

By: /s/ David Harnett
Name: David Harnett
Title: Authorised Signatory

By: /s/ Michael Leong
Name: Michael Leong
Title: Authorised Signatory

[Signature Page to Supplemental Indenture No. 2]

EXHIBIT A1 – Form of 0.100% Notes due 2024

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK SA/NV ("EUROCLEAR"), AND CLEARSTREAM BANKING S.A. ("CLEARSTREAM, LUXEMBOURG" AND, TOGETHER WITH EUROCLEAR, "EUROCLEAR/CLEARSTREAM"), TO ABBOTT IRELAND FINANCING DAC (THE "COMPANY") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED, OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF ELAVON FINANCIAL SERVICES DAC, AS COMMON DEPOSITARY (THE "COMMON DEPOSITARY") FOR EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

THIS SECURITY IS A GLOBAL SECURITY AND IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED, AS NOMINEE OF THE COMMON DEPOSITARY. UNLESS AND UNTIL THIS SECURITY IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE, CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE COMMON DEPOSITARY TO A NOMINEE THEREOF OR BY A NOMINEE THEREOF TO THE COMMON DEPOSITARY OR ANOTHER NOMINEE OF THE COMMON DEPOSITARY OR BY THE COMMON DEPOSITARY OR A NOMINEE OF THE COMMON DEPOSITARY TO A SUCCESSOR COMMON DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR COMMON DEPOSITARY.

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) PURSUANT TO OFFERS AND SALES TO NON-US PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S, REGISTRAR'S OR PAYING AGENT'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (C) OR (D) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING THIS SECURITY FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON, OTHER THAN A DISTRIBUTOR, AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

ABBOTT IRELAND FINANCING DAC

0.100% Notes due 2024

No. 001 **€590,000,000**

ISIN: XS2076154801

COMMON CODE: 207615480

SWISS SECURITY NUMBER: 51090712

This Security is a Book-Entry Security within the meaning of the Indenture hereinafter referred to and is registered in the name of USB Nominees (UK) Limited, as nominee of Elavon Financial Services DAC, as common depositary (the "Common Depositary") for Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking S.A. ("Clearstream, Luxembourg"). Unless and until this Security is exchanged in whole or in part for Securities in definitive, certificated form, this Security may not be transferred except as a whole by the Common Depositary to a nominee thereof or by a nominee thereof to the Common Depositary or another nominee of the Common Depositary or by the Common Depositary or a nominee of the Common Depositary to a successor Common Depositary or a nominee of such successor Common Depositary. This global Security is exchangeable for Securities registered in the name of a Person other than the nominee of the Common Depositary only in the limited circumstances described in the Indenture, and no transfer of this Security (other than a transfer of this Security as a whole as described above) may be registered except in such limited circumstances.

ABBOTT IRELAND FINANCING DAC, a designated activity company incorporated under the laws of Ireland (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee of Elavon Financial Services DAC, as common depositary (the "Common Depositary") for Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking S.A. ("Clearstream, Luxembourg"), or registered assigns, the principal sum of FIVE HUNDRED NINETY MILLION Euro (€590,000,000), or such other principal sum as may be indicated on the Schedule of Exchanges attached hereto, on November 19, 2024 and to pay interest thereon from November 19, 2019 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually in arrear on November 19 in each year, commencing November 19, 2020, at the rate of 0.100% per annum, until the principal hereof is paid or made available for payment.

Interest on Securities of this series shall be computed on the basis of the actual number of days in the period for which interest is being calculated, and including the last date on which interest was paid or duly provided for on Securities of this series (or from November 19, 2019, if no interest has been paid on Securities of this series), but excluding the next following Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) (as defined in the rulebook of the International Capital Market Association).

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Holder in whose name this Security (or one or more Predecessor Securities) is registered in the Security Register (which shall be held outside the United Kingdom) at the close of the business day (which, for these purposes, is a day on which Euroclear and Clearstream, Luxembourg settle payments in euro) immediately prior to the relevant Interest Payment Date.

Subject to Section 2.5 of the Supplemental Indenture hereinafter referred to, all payments of principal of, and premium, if any, Additional Amounts, if any, and interest on, Securities of this series, including payments made upon redemption of this Security, shall be payable in euro. Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to herein by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[*signature page follows*]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: November 19, 2019

ABBOTT IRELAND FINANCING DAC

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated: November 19, 2019

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF REVERSE OF SECURITY]

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of September 27, 2018 (the "Base Indenture"), among the Company, Abbott Laboratories (the "Parent Guarantor," which term includes any successor Person under the Indenture hereinafter referred to) and U.S. Bank National Association, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), and Supplemental Indenture No. 2, dated as of November 19, 2019 (herein called the "Supplemental Indenture"; the Base Indenture, as supplemented or amended from time to time, including by the Supplemental Indenture, the "Indenture"), among the Company, the Parent Guarantor, the Trustee, Elavon Financial Services DAC, as paying agent, transfer agent and registrar (the "Paying Agent", the "Transfer Agent" and the "Security Registrar", respectively). Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities of this series and of the terms upon which this Security is, and will be, authenticated and delivered. To the extent any provision of this Security conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. This Security is one of the series designated on the face hereof, in an initial aggregate principal amount of €590,000,000.

The Securities of this series may be redeemed in accordance with the terms of Article IV of the Supplemental Indenture and Article XI of the Base Indenture.

The Company or, as the case may be, the Parent Guarantor, will pay Additional Amounts in accordance with the terms of Article V of the Supplemental Indenture.

The Securities of this series do not have the benefit of any sinking fund.

If an Event of Default (other than an Event of Default specified in Sections 5.1(5) to 5.1(9) of the Indenture) with respect to Securities of this series occurs and is continuing, the principal amount of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture. If an Event of Default specified in Sections 5.1(5) to 5.1(9) of the Indenture with respect to Securities of this series occurs, the principal amount of the Securities of this series and any accrued interest and any Additional Amounts of all the Securities of this series shall automatically, and without any declaration or other action on the part of the Trustee or any Holder, become immediately due and payable.

Sections 13.2 and 13.3 of the Indenture apply to the Securities of this series.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

The transfer and exchange of Securities of this series may be registered and the Securities of this series may be exchanged as provided in the Indenture.

The Securities of this series shall be issued in fully registered form only in denominations of €100,000 and any integral multiple of €1,000 in excess thereof.

No service charge shall be made for any registration of transfer or exchange of the Securities of this series, but the Company or the Security Registrar may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charge payable upon exchange or transfer pursuant to Sections 9.5 or 11.7 of the Indenture).

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

* * *

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR REGISTRATION OF TRANSFER OF SECURITIES

This Certificate relates to € _____principal amount of Securities held in (check applicable space) ____book-entry or ____definitive form by _____(the "Transferor").

The Transferor (check one box below):

☐ has requested the Security Registrar by written order to deliver in exchange for its beneficial interest in the global Security held by the Common Depository a Security or Securities in definitive, registered form of authorized denominations in an aggregate principal amount equal to its beneficial interest in such global Security (or the portion thereof indicated above); or

☐ has requested the Security Registrar by written order to exchange or register the transfer of a Security or Securities.

_____
[INSERT NAME OF TRANSFEROR]

Dated:

By: _____

SCHEDULE OF EXCHANGES

The following exchanges, redemptions or purchases of a part of this Book-Entry Security have been made:

Date of Exchange/ Redemption/ Purchase	Amount of decrease in Principal Amount of this Book-Entry Security	Amount of increase in Principal Amount of this Book-Entry Security	Principal Amount of this Book-Entry Security following such decrease (or increase)	Signature of authorized signatory of Trustee or Security Registrar

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to

_____

(Print or type assignee's name, address and zip code)

_____

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint _____as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature:

By: _____
Name: _____
Title: _____

Sign exactly as your name appears on the other side of this Security.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally and irrevocably guarantees (this "Guarantee") to the Holder of the accompanying 0.100% Notes due 2024 (the "Note") issued by Abbott Ireland Financing DAC (the "Company") under an Indenture, dated as of September 27, 2018 (together with the Second Supplemental Indenture thereto, dated as of November 19, 2019, the "Indenture") among the Company, Abbott Laboratories, as parent guarantor, U.S. Bank National Association, as trustee thereunder (the "Trustee"), Elavon Financial Services DAC, as paying agent and transfer agent, and Elavon Financial Services DAC, as register, (a) the full and prompt payment of the principal of and premium or Redemption Price, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest or any Additional Amounts on such Note when and as the same shall become due and payable, in each case according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable according to the terms of such Note and of the Indenture, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Note; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Note; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Note; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Note; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Note; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Note; (k) the invalidity, irregularity or unenforceability of the Indenture or the Note or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Note or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Note or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee shall not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Note shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company under the Indenture and the Note.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Each of the Guarantors hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the Note shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to any Holder is determined to be a Preferential Payment, then such amount paid to the undersigned shall be held in trust for the benefit of such Holder and shall forthwith be paid to such Holder to be credited and applied upon the Note, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to any Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the Note has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the Note and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the Note has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Note and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article Fourteen of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: November 19, 2019

ABBOTT LABORATORIES

By: _____
Name:
Title:

EXHIBIT A2 – Form of 0.375% Notes due 2027

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK SA/NV ("EUROCLEAR"), AND CLEARSTREAM BANKING S.A. ("CLEARSTREAM, LUXEMBOURG" AND, TOGETHER WITH EUROCLEAR, "EUROCLEAR/CLEARSTREAM"), TO ABBOTT IRELAND FINANCING DAC (THE "COMPANY") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED, OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF ELAVON FINANCIAL SERVICES DAC, AS COMMON DEPOSITARY (THE "COMMON DEPOSITARY") FOR EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

THIS SECURITY IS A GLOBAL SECURITY AND IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED, AS NOMINEE OF THE COMMON DEPOSITARY. UNLESS AND UNTIL THIS SECURITY IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE, CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE COMMON DEPOSITARY TO A NOMINEE THEREOF OR BY A NOMINEE THEREOF TO THE COMMON DEPOSITARY OR ANOTHER NOMINEE OF THE COMMON DEPOSITARY OR BY THE COMMON DEPOSITARY OR A NOMINEE OF THE COMMON DEPOSITARY TO A SUCCESSOR COMMON DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR COMMON DEPOSITARY.

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) PURSUANT TO OFFERS AND SALES TO NON-US PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S, REGISTRAR'S OR PAYING AGENT'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (C) OR (D) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING THIS SECURITY FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON, OTHER THAN A DISTRIBUTOR, AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

ABBOTT IRELAND FINANCING DAC

0.375% Notes due 2027

No. 001 **€590,000,000**

ISIN: XS2076155105

COMMON CODE: 207615510

SWISS SECURITY NUMBER: 51090713

This Security is a Book-Entry Security within the meaning of the Indenture hereinafter referred to and is registered in the name of USB Nominees (UK) Limited, as nominee of Elavon Financial Services DAC, as common depositary (the "Common Depositary") for Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking S.A. ("Clearstream, Luxembourg"). Unless and until this Security is exchanged in whole or in part for Securities in definitive, certificated form, this Security may not be transferred except as a whole by the Common Depositary to a nominee thereof or by a nominee thereof to the Common Depositary or another nominee of the Common Depositary or by the Common Depositary or a nominee of the Common Depositary to a successor Common Depositary or a nominee of such successor Common Depositary. This global Security is exchangeable for Securities registered in the name of a Person other than the nominee of the Common Depositary only in the limited circumstances described in the Indenture, and no transfer of this Security (other than a transfer of this Security as a whole as described above) may be registered except in such limited circumstances.

ABBOTT IRELAND FINANCING DAC, a designated activity company incorporated under the laws of Ireland (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee of Elavon Financial Services DAC, as common depositary (the "Common Depositary") for Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking S.A. ("Clearstream, Luxembourg"), or registered assigns, the principal sum of FIVE HUNDRED NINETY MILLION Euro (€590,000,000), or such other principal sum as may be indicated on the Schedule of Exchanges attached hereto, on November 19, 2027 and to pay interest thereon from November 19, 2019 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually in arrear on November 19 in each year, commencing November 19, 2020, at the rate of 0.375% per annum, until the principal hereof is paid or made available for payment.

Interest on Securities of this series shall be computed on the basis of the actual number of days in the period for which interest is being calculated, and including the last date on which interest was paid or duly provided for on Securities of this series (or from November 19, 2019, if no interest has been paid on Securities of this series), but excluding the next following Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) (as defined in the rulebook of the International Capital Market Association).

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Holder in whose name this Security (or one or more Predecessor Securities) is registered in the Security Register (which shall be held outside the United Kingdom) at the close of the business day (which, for these purposes, is a day on which Euroclear and Clearstream, Luxembourg settle payments in euro) immediately prior to the relevant Interest Payment Date.

Subject to Section 2.5 of the Supplemental Indenture hereinafter referred to, all payments of principal of, and premium, if any, Additional Amounts, if any, and interest on, Securities of this series, including payments made upon redemption of this Security, shall be payable in euro.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to herein by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[*signature page follows*]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: November 19, 2019

ABBOTT IRELAND FINANCING DAC

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated: November 19, 2019

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF REVERSE OF SECURITY]

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of September 27, 2018 (the "Base Indenture"), among the Company, Abbott Laboratories (the "Parent Guarantor," which term includes any successor Person under the Indenture hereinafter referred to) and U.S. Bank National Association, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), and Supplemental Indenture No. 2, dated as of November 19, 2019 (herein called the "Supplemental Indenture"; the Base Indenture, as supplemented or amended from time to time, including by the Supplemental Indenture, the "Indenture"), among the Company, the Parent Guarantor, the Trustee, Elavon Financial Services DAC, as paying agent, transfer agent and registrar (the "Paying Agent", the "Transfer Agent" and the "Security Registrar", respectively). Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities of this series and of the terms upon which this Security is, and will be, authenticated and delivered. To the extent any provision of this Security conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. This Security is one of the series designated on the face hereof, in an initial aggregate principal amount of €590,000,000.

The Securities of this series may be redeemed in accordance with the terms of Article IV of the Supplemental Indenture and Article XI of the Base Indenture.

The Company or, as the case may be, the Parent Guarantor, will pay Additional Amounts in accordance with the terms of Article V of the Supplemental Indenture.

The Securities of this series do not have the benefit of any sinking fund.

If an Event of Default (other than an Event of Default specified in Sections 5.1(5) to 5.1(9) of the Indenture) with respect to Securities of this series occurs and is continuing, the principal amount of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture. If an Event of Default specified in Sections 5.1(5) to 5.1(9) of the Indenture with respect to Securities of this series occurs, the principal amount of the Securities of this series and any accrued interest and any Additional Amounts of all the Securities of this series shall automatically, and without any declaration or other action on the part of the Trustee or any Holder, become immediately due and payable.

Sections 13.2 and 13.3 of the Indenture apply to the Securities of this series.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

The transfer and exchange of Securities of this series may be registered and the Securities of this series may be exchanged as provided in the Indenture.

The Securities of this series shall be issued in fully registered form only in denominations of €100,000 and any integral multiple of €1,000 in excess thereof.

No service charge shall be made for any registration of transfer or exchange of the Securities of this series, but the Company or the Security Registrar may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charge payable upon exchange or transfer pursuant to Sections 9.5 or 11.7 of the Indenture).

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

* * *

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR REGISTRATION OF TRANSFER OF SECURITIES

This Certificate relates to € _____ principal amount of Securities held in (check applicable space) ____ book-entry or _____ definitive form by _____ (the "Transferor").

The Transferor (check one box below):

☐ has requested the Security Registrar by written order to deliver in exchange for its beneficial interest in the global Security held by the Common Depository a Security or Securities in definitive, registered form of authorized denominations in an aggregate principal amount equal to its beneficial interest in such global Security (or the portion thereof indicated above); or

☐ has requested the Security Registrar by written order to exchange or register the transfer of a Security or Securities.

_____
[INSERT NAME OF TRANSFEROR]

Dated:

By: _____

SCHEDULE OF EXCHANGES

The following exchanges, redemptions or purchases of a part of this Book-Entry Security have been made:

Date of Exchange/ Redemption/ Purchase	Amount of decrease in Principal Amount of this Book-Entry Security	Amount of increase in Principal Amount of this Book-Entry Security	Principal Amount of this Book-Entry Security following such decrease (or increase)	Signature of authorized signatory of Trustee or Security Registrar

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint _____ as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature:

By: _____
Name: _____
Title: _____

Sign exactly as your name appears on the other side of this Security.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally and irrevocably guarantees (this "Guarantee") to the Holder of the accompanying 0.375% Notes due 2027 (the "Note") issued by Abbott Ireland Financing DAC (the "Company") under an Indenture, dated as of September 27, 2018 (together with the Second Supplemental Indenture thereto, dated as of November 19, 2019, the "Indenture") among the Company, Abbott Laboratories, as parent guarantor, U.S. Bank National Association, as trustee thereunder (the "Trustee"), Elavon Financial Services DAC, as paying agent and transfer agent, and Elavon Financial Services DAC, as register, (a) the full and prompt payment of the principal of and premium or Redemption Price, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest or any Additional Amounts on such Note when and as the same shall become due and payable, in each case according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable according to the terms of such Note and of the Indenture, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Note; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Note; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Note; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Note; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Note; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Note; (k) the invalidity, irregularity or unenforceability of the Indenture or the Note or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Note or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Note or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee shall not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Note shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company under the Indenture and the Note.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Each of the Guarantors hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the Note shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to any Holder is determined to be a Preferential Payment, then such amount paid to the undersigned shall be held in trust for the benefit of such Holder and shall forthwith be paid to such Holder to be credited and applied upon the Note, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to any Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the Note has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the Note and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the Note has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Note and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article Fourteen of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: November 19, 2019

ABBOTT LABORATORIES

By: _____
Name:
Title: