

**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**

Date of Report (Date of earliest event reported): **November 22, 2016**

**ABBOTT LABORATORIES**

(Exact name of registrant as specified in its charter)

**Illinois**

(State or other jurisdiction of  
incorporation)

**1-2189**

(Commission file number)

**36-0698440**

(I.R.S. 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**

**Not Applicable**

(Former name or former address, if changed since last report.)

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))

**Item 1.01. Entry into a Material Definitive Agreement**

On November 22, 2016, Abbott Laboratories ("Abbott") completed the public offering and issuance of \$15.1 billion aggregate principal amount of senior notes, consisting of \$2,850,000,000 aggregate principal amount of its 2.350% Notes due 2019 (the "2019 Notes"), \$2,850,000,000 aggregate principal amount of its 2.900% Notes due 2021 (the "2021 Notes"), \$1,500,000,000 aggregate principal amount of its 3.400% Notes due 2023 (the "2023 Notes"), \$3,000,000,000 aggregate principal amount of its 3.750% Notes due 2026 (the "2026 Notes"), \$1,650,000,000 aggregate principal amount of its 4.750% Notes due 2036 (the "2036 Notes") and \$3,250,000,000 aggregate principal amount of its 4.900% Notes due 2046 (the "2046 Notes" and together with the 2019 Notes, the 2021 Notes, the 2023 Notes, the 2026 Notes and the 2036 Notes, the "Notes").

The notes were sold pursuant to a pricing agreement, dated November 17, 2016, among Abbott, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc. and Morgan Stanley & Co. LLC, for themselves and as representatives of the several other underwriters named therein. The Notes were issued pursuant to the Prospectus Supplement, dated November 17, 2016 and filed with the Securities and Exchange Commission (the "SEC") on November 18, 2016, and the Prospectus dated March 5, 2015, filed as part of the shelf registration statement (File No. 333-202508) that became effective under the Securities Act of 1933, as amended, when filed with the SEC on March 5, 2015.

Abbott intends to use the net proceeds from the Notes offering, together with cash on hand, to fund the cash consideration payable by us for the St. Jude Medical Acquisition and to pay related expenses and for general corporate purposes, which may include, without limitation, the repayment of indebtedness or the funding of other acquisitions. If the consummation of the St. Jude Medical, Inc. acquisition does not occur on or before December 31, 2017 or Abbott notifies the trustee in respect of the Notes that Abbott will not pursue the consummation of the St. Jude Medical acquisition, Abbott will be required to redeem the 2019 Notes, the 2023 Notes, the 2026 Notes, and 2036 Notes and the 2046 Notes (but not the 2021 Notes) at a redemption price equal to 101% of the principal amount of the notes to be redeemed plus accrued and unpaid interest, if any, to, but excluding the applicable special mandatory redemption date.

Please refer to the Prospectus Supplement dated November 17, 2016 for additional information regarding the Notes offering and the terms and conditions of the Notes. The foregoing summary of the Notes does not purport to be complete and is qualified in its entirety by reference to the full text of (i) the Indenture filed as Exhibit 4.1 hereto; and (ii) the forms of the notes attached hereto as Exhibits 4.2 through 4.7, inclusive.

**Item 2.03.      Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The information included in Item 1.01 of this report is incorporated herein by reference.

**Item 9.01.      Financial Statements and Exhibits.**

(d) Exhibits. The following exhibits are provided as part of this Form 8-K:

<u>Exhibit</u>	<u>Description</u>
1.1	Pricing Agreement
4.1	Indenture, dated as of March 10, 2015, between Abbott Laboratories and U.S. Bank National Association (including form of security) (previously filed as an exhibit to Abbott's Current Report on Form 8-K, filed with the SEC on March 10, 2015)
4.2	Form of 2.350% Notes due 2019
4.3	Form of 2.900% Notes due 2021
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<u>Exhibit</u>	<u>Description</u>
4.4	Form of 3.400% Notes due 2023
4.5	Form of 3.750% Notes due 2026
4.6	Form of 4.750% Notes due 2036
4.7	Form of 4.900% Notes due 2046
5.1	Opinion of Wachtell, Lipton, Rosen & Katz
23.1	Consent of Wachtell, Lipton, Rosen & Katz (included in Exhibit 5.1 of this Current Report on Form 8-K)

**Forward-Looking Statements**

Some statements in this transcript may be forward-looking statements for purposes of the Private Securities Litigation Reform Act of 1995. Abbott and St. Jude Medical caution 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, including but not limited to the ability of the parties to consummate the proposed transaction on a timely basis or at all, the ability of the parties to satisfy the conditions precedent to consummation of the proposed transaction, including the ability to secure the required regulatory approvals on the terms expected, at all or in a timely manner, the ability of Abbott to successfully integrate St. Jude Medical's operations, and the ability of Abbott to implement its plans, forecasts and other expectations with respect to St. Jude Medical's business after the completion of the transaction and realize expected synergies. Economic, competitive, governmental, technological and other factors that may affect Abbott's and St. Jude Medical's operations are discussed in Item 1A, "Risk Factors," in each of Abbott's Annual Report on Securities and Exchange Commission Form 10-K for the year ended Dec. 31, 2015, and St. Jude Medical's Annual Report on Securities and Exchange Commission Form 10-K for the year ended Jan. 2, 2016, respectively, and under the heading "Risk Factors" in Abbott's Quarterly Report on Form 10-Q for the six months ended June 30, 2016, and are incorporated by reference. Abbott and St. Jude Medical undertake no obligation to release publicly any revisions to forward-looking statements as a result of subsequent events or developments, except as required by law.

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**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

Date: November 23, 2016

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

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**EXHIBIT INDEX**

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## Pricing Agreement

Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
One Bryant Park  
New York, New York 10036

and

Barclays Capital Inc.  
745 Seventh Avenue  
New York, New York 10019

and

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036

As Representatives of the several  
Underwriters named in Schedule I hereto

November 17, 2016

Ladies and Gentlemen:

Abbott Laboratories, an Illinois corporation (the “**Company**”), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, dated March 5, 2015 (the “**Underwriting Agreement**”), between the Company and the Representatives of the several Underwriters to issue and sell to the Underwriters named in Schedule I hereto (the “**Underwriters**”) the Securities specified in Schedule II hereto (the “**Designated Securities**”). Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty which refers to the Prospectus in Section 1 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Prospectus (as therein defined), and also a representation and warranty as of the date of this Pricing Agreement in relation to the Prospectus as amended or supplemented relating to the Designated Securities which are the subject of this Pricing Agreement. Each reference to the Representatives herein and in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined. The Representatives designated to act on behalf of the Representatives and on behalf of each of the Underwriters of the Designated

Securities pursuant to Section 10 of the Underwriting Agreement and the address of the Representatives referred to in such Section 10 are set forth at the end of Schedule II hereto. The Permitted Free Writing Prospectuses relating to the Designated Securities are attached hereto as Schedule III.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating to the Designated Securities, in the form heretofore delivered to you is now proposed to be filed with the Commission.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto.

On January 30, 2016, the Company entered into an Agreement and Plan of Merger (the “**Alere Transaction Agreement**”) to acquire Alere Inc., a Delaware corporation (“**Alere**”).

On April 27, 2016, the Company entered into an Agreement and Plan of Merger (the “**St. Jude Transaction Agreement**”) to acquire St. Jude Medical, Inc., a Minnesota corporation (“**St. Jude**”).

In addition to the representations and warranties set forth in Section 1 of the Underwriting Agreement, the Company further represents and warrants to, and agrees with each of the Underwriters that:

(a) The Alere Transaction Agreement has been duly authorized, executed and delivered by the Company and, to the knowledge of the Company, has been executed and delivered by Alere, and constitutes a valid and legally binding instrument, enforceable against each party thereto in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors’ rights and to general equity principles. To the knowledge of the Company, the Registration Statement, the Pricing Disclosure Package and the Prospectus do not contain any untrue statement of a material fact relating to Alere or the Alere Transaction Agreement or omit to state a material fact relating to Alere or the Alere Transaction Agreement required to be stated therein or necessary to make the statements therein not misleading. For purposes of this Pricing Agreement, the “knowledge of the Company” shall mean the actual knowledge of the principal executive officer, principal financial officer and principal accounting officer of the Company as of the date hereof;

(b) The St. Jude Transaction Agreement has been duly authorized, executed and delivered by the Company and, to the knowledge of the Company, has been executed and delivered by St. Jude, and constitutes a valid and legally binding instrument, enforceable against each party thereto in

applicability relating to or affecting creditors' rights and to general equity principles. To the knowledge of the Company, and except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, the representations and warranties of St. Jude in the St. Jude Transaction Agreement were true and correct as of the date of the St. Jude Transaction Agreement. To the knowledge of the Company, the Registration Statement, the Pricing Disclosure Package and the Prospectus do not contain any untrue statement of a material fact relating to St. Jude or the St. Jude Transaction Agreement and the transactions contemplated thereby or omit to state a material fact relating to St. Jude or the St. Jude Transaction Agreement and the transactions contemplated thereby required to be stated therein or necessary to make the statements therein not misleading;

(c) Except as noted therein, to the knowledge of the Company, (i) the consolidated financial statements and the related notes thereto of St. Jude, incorporated by reference in the Registration Statement and the Prospectus present fairly in all material respects the consolidated financial position of St. Jude and its consolidated subsidiaries as of the dates indicated and the results of their operations and changes in their consolidated cash flows for the periods specified; (ii) such financial statements have been prepared in conformity with accounting principles generally accepted in the United States applied on a consistent basis; and (iii) the supporting schedules incorporated by reference in the Registration Statement present fairly in all material respects the information required to be stated therein; and

(d) Ernst & Young LLP has audited and reported on certain financial statements of St. Jude and its subsidiaries and the effectiveness of St. Jude's internal control over financial reporting; and, to the knowledge of the Company, Ernst & Young LLP is an independent registered public accounting firm with respect to St. Jude and its subsidiaries as required by the Securities Act and the Exchange Act and the rules and regulations of the Commission and the Public Company Accounting Oversight Board.

The opinion to be delivered pursuant to Section 5(d) of the Underwriting Agreement shall be delivered by Wachtell, Lipton, Rosen & Katz, special counsel for the Company in a form agreed between Wachtell, Lipton, Rosen & Katz and the Representatives.

The letters to be delivered by the independent accountants of the Company pursuant to Section 5(e) of the Underwriting Agreement, to the effect set forth in Annex II to the Underwriting Agreement, shall also include the information set forth in Annex I hereto.

In addition to the conditions contained in the Underwriting Agreement, the obligations of the Underwriters shall be subject to the following condition:

On each of the date of this Pricing Agreement and at the Time of Delivery for the Designated Securities, the independent accountants of St. Jude who have certified the financial statements of St. Jude and its subsidiaries included or incorporated

by reference in the Registration Statement shall have furnished to the Representatives a letter dated the date of this Pricing Agreement and the Time of Delivery, respectively, as to such matters as the Representatives may reasonably request.

**Agreement and Acknowledgment with Respect to the Exercise of Bail-in Powers:** In addition to the other agreements contained in the Underwriting Agreement, the Company agrees with each of the Underwriters that:

Notwithstanding and to the exclusion of any other term of this Pricing Agreement or any other agreements, arrangements or understanding between the Representatives and the Company, each of the parties to this Pricing Agreement acknowledges and accepts that a BRRD Liability arising under this Pricing Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

(a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of an Underwriter to any other party under this Pricing Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

(ii) the conversion of all, or a portion of, the BRRD Liability into shares, other securities or other obligations of an Underwriter or another person, (and the issue to or conferral on such other party to this Pricing Agreement of such shares, securities or obligations);

(iii) the cancellation of the BRRD Liability;

(iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

(b) the variation of the terms of this Pricing Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

(c) As used in this Pricing Agreement

(i) "Bail-in Legislation" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time.

(ii) "Bail-in Powers" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation.

(iii) "BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

(iv) "BRRD Liability" means a liability in respect of which the relevant Write-down and Conversion Powers in the applicable Bail-in Legislation may be exercised.

(v) "EU Bail-in Legislation Schedule" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com>.

(vi) "Relevant Resolution Authority" means the resolution authority with the ability to exercise any Bail-in Powers.

If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is or will be pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on the part of the Representatives as to the authority of the signers thereof.

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Very truly yours,

Abbott Laboratories

By: /s/ Karen M. Peterson  
Name: Karen M. Peterson  
Title: Vice President, Treasurer

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Accepted as of the date hereof:

Merrill Lynch, Pierce, Fenner & Smith  
Incorporated

By: /s/ Douglas Muller

On behalf of each of the Underwriters

Accepted as of the date hereof:

Barclays Capital Inc.

By: /s/ Pamela Kendall

On behalf of each of the Underwriters

Accepted as of the date hereof:

Morgan Stanley & Co. LLC

By: /s/ Yuriy Slyz

On behalf of each of the Underwriters

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**SCHEDULE I**

<b>Underwriter</b>	<b>Principal Amount of Notes due 2019</b>	<b>Principal Amount of Notes due 2021</b>	<b>Principal Amount of Notes due 2023</b>	<b>Principal Amount of Notes due 2026</b>	<b>Principal Amount of Notes due 2036</b>	<b>Principal Amount of Notes due 2046</b>
Merrill Lynch, Pierce, Fenner & Smith Incorporated	627,000,000	627,000,000	330,000,000	660,000,000	363,000,000	715,000,000
Barclays Capital Inc.	513,000,000	513,000,000	270,000,000	540,000,000	297,000,000	585,000,000
Morgan Stanley & Co. LLC	513,000,000	513,000,000	270,000,000	540,000,000	297,000,000	585,000,000
BNP Paribas Securities Corp.	156,750,000	156,750,000	82,500,000	165,000,000	90,750,000	178,750,000
MUFG Securities Americas Inc.	156,750,000	156,750,000	82,500,000	165,000,000	90,750,000	178,750,000
Citigroup Global Markets Inc.	156,750,000	156,750,000	82,500,000	165,000,000	90,750,000	178,750,000
Deutsche Bank Securities Inc.	156,750,000	156,750,000	82,500,000	165,000,000	90,750,000	178,750,000
SG Americas Securities, LLC	156,750,000	156,750,000	82,500,000	165,000,000	90,750,000	178,750,000
Santander Investment Securities Inc.	85,500,000	85,500,000	45,000,000	90,000,000	49,500,000	97,500,000
HSBC Securities (USA) Inc.	85,500,000	85,500,000	45,000,000	90,000,000	49,500,000	97,500,000
Standard Chartered Bank	85,500,000	85,500,000	45,000,000	90,000,000	49,500,000	97,500,000
Goldman Sachs & Co.	18,525,000	18,525,000	9,750,000	19,500,000	10,725,000	21,125,000
BBVA Securities Inc.	17,100,000	17,100,000	9,000,000	18,000,000	9,900,000	19,500,000
ING Financial Markets LLC	17,100,000	17,100,000	9,000,000	18,000,000	9,900,000	19,500,000
Mizuho Securities USA Inc.	17,100,000	17,100,000	9,000,000	18,000,000	9,900,000	19,500,000
RBC Capital Markets, LLC	17,100,000	17,100,000	9,000,000	18,000,000	9,900,000	19,500,000
U.S. Bancorp Investments, Inc.	17,100,000	17,100,000	9,000,000	18,000,000	9,900,000	19,500,000
The Williams Capital Group, L.P.	52,725,000	52,725,000	27,750,000	55,500,000	30,525,000	60,125,000
<b>Total</b>	<b>\$ 2,850,000,000</b>	<b>\$ 2,850,000,000</b>	<b>\$ 1,500,000,000</b>	<b>\$ 3,000,000,000</b>	<b>\$ 1,650,000,000</b>	<b>\$ 3,250,000,000</b>

**SCHEDULE II-A**

<b>Title of Notes:</b>	2.350% Notes due 2019 (the “2019 Notes”)
<b>Aggregate principal amount:</b>	\$2,850,000,000
<b>Pricing Effective Time:</b>	8:30 p.m., New York City time, November 17, 2016
<b>Price to Public:</b>	99.902% of the principal amount of the 2019 Notes, plus accrued interest from November 22, 2016.
<b>Purchase Price by Underwriters:</b>	99.652% of the principal amount of the 2019 Notes, plus accrued interest from November 22, 2016.
<b>Method of and specified funds for payment of purchase price:</b>	By wire transfer to a bank account specified by the Company in immediately available funds
<b>Indenture:</b>	Indenture, dated as of March 10, 2015, between the Company and U.S. Bank National Association, as Trustee
<b>Maturity:</b>	November 22, 2019
<b>Interest Rate:</b>	2.350%
<b>Interest Payment Dates:</b>	Semiannually on May 22 and November 22, commencing May 22, 2017.
<b>Redemption Provisions:</b>	As set forth in the Prospectus Supplement under “Description of Notes”
<b>Sinking Fund Provisions:</b>	No sinking fund provisions
<b>Defeasance provisions:</b>	Sections 13.2 and 13.3 of the Indenture shall be applicable to the 2019 Notes
<b>Time of Delivery:</b>	November 22, 2016
<b>Closing Location for Delivery of Securities:</b>	The Depository Trust Company 55 Water Street New York, New York 10041
<b>Names and addresses of Representatives:</b>	
Designated Representatives:	Merrill Lynch, Pierce, Fenner & Smith Incorporated Barclays Capital Inc.

Address for Notices, etc.:

c/o  
Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
One Bryant Park  
New York, New York 10036

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**SCHEDULE II-B**

<b>Title of Notes:</b>	2.900% Notes due 2021 (the “2021 Notes”)
<b>Aggregate principal amount:</b>	\$2,850,000,000
<b>Pricing Effective Time:</b>	8:30 p.m., New York City time, November 17, 2016
<b>Price to Public:</b>	99.823% of the principal amount of the 2021 Notes, plus accrued interest from November 22, 2016.
<b>Purchase Price by Underwriters:</b>	99.473% of the principal amount of the 2021 Notes, plus accrued interest from November 22, 2016.
<b>Method of and specified funds for payment of purchase price:</b>	By wire transfer to a bank account specified by the Company in immediately available funds
<b>Indenture:</b>	Indenture, dated as of March 10, 2015, between the Company and U.S. Bank National Association, as Trustee
<b>Maturity:</b>	November 30, 2021
<b>Interest Rate:</b>	2.900%
<b>Interest Payment Dates:</b>	Semiannually on May 30 and November 30, commencing May 30, 2017.
<b>Redemption Provisions:</b>	As set forth in the Prospectus Supplement under “Description of Notes”
<b>Sinking Fund Provisions:</b>	No sinking fund provisions
<b>Defeasance provisions:</b>	Sections 13.2 and 13.3 of the Indenture shall be applicable to the 2021 Notes
<b>Time of Delivery:</b>	November 22, 2016
<b>Closing Location for Delivery of Securities:</b>	The Depository Trust Company 55 Water Street New York, New York 10041
<b>Names and addresses of Representatives:</b>	
Designated Representatives:	Merrill Lynch, Pierce, Fenner & Smith Incorporated Barclays Capital Inc.
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Address for Notices, etc.:

c/o  
Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
One Bryant Park  
New York, New York 10036

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**SCHEDULE II-C**

<b>Title of Notes:</b>	3.400% Notes due 2023 (the “2023 Notes”)
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<b>Aggregate principal amount:</b>	\$1,500,000,000
<b>Pricing Effective Time:</b>	8:30 p.m., New York City time, November 17, 2016
<b>Price to Public:</b>	99.529% of the principal amount of the 2023 Notes, plus accrued interest from November 22, 2016.
<b>Purchase Price by Underwriters:</b>	99.129% of the principal amount of the 2023 Notes, plus accrued interest from November 22, 2016.
<b>Method of and specified funds for payment of purchase price:</b>	By wire transfer to a bank account specified by the Company in immediately available funds
<b>Indenture:</b>	Indenture, dated as of March 10, 2015, between the Company and U.S. Bank National Association, as Trustee
<b>Maturity:</b>	November 30, 2023
<b>Interest Rate:</b>	3.400%
<b>Interest Payment Dates:</b>	Semiannually on May 30 and November 30, commencing November 22, 2016.
<b>Redemption Provisions:</b>	As set forth in the Prospectus Supplement under “Description of Notes”
<b>Sinking Fund Provisions:</b>	No sinking fund provisions
<b>Defeasance provisions:</b>	Sections 13.2 and 13.3 of the Indenture shall be applicable to the 2023 Notes
<b>Time of Delivery:</b>	November 22, 2016
<b>Closing Location for Delivery of Securities:</b>	The Depository Trust Company 55 Water Street New York, New York 10041
<b>Names and addresses of Representatives:</b>	
Designated Representatives:	Merrill Lynch, Pierce, Fenner & Smith Incorporated Barclays Capital Inc.
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	Morgan Stanley & Co. LLC
Address for Notices, etc.:	c/o Merrill Lynch, Pierce, Fenner & Smith Incorporated One Bryant Park New York, New York 10036
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## SCHEDULE II-D

<b>Title of Notes:</b>	3.750% Notes due 2026 (the “2026 Notes”)
<b>Aggregate principal amount:</b>	\$3,000,000,000
<b>Pricing Effective Time:</b>	8:30 p.m., New York City time, November 17, 2016
<b>Price to Public:</b>	99.256% of the principal amount of the 2026 Notes, plus accrued interest from November 22, 2016.
<b>Purchase Price by Underwriters:</b>	98.806% of the principal amount of the 2026 Notes, plus accrued interest from November 22, 2016.
<b>Method of and specified funds for payment of purchase price:</b>	By wire transfer to a bank account specified by the Company in immediately available funds
<b>Indenture:</b>	Indenture, dated as of March 10, 2015, between the Company and U.S. Bank National Association, as Trustee

<b>Maturity:</b>	November 30, 2026
<b>Interest Rate:</b>	3.750%
<b>Interest Payment Dates:</b>	Semiannually on May 30 and November 30, commencing May 30, 2017.
<b>Redemption Provisions:</b>	As set forth in the Prospectus Supplement under “Description of Notes”
<b>Sinking Fund Provisions:</b>	No sinking fund provisions
<b>Defeasance provisions:</b>	Sections 13.2 and 13.3 of the Indenture shall be applicable to the 2026 Notes
<b>Time of Delivery:</b>	November 22, 2016
<b>Closing Location for Delivery of Securities:</b>	The Depository Trust Company 55 Water Street New York, New York 10041
<b>Names and addresses of Representatives:</b>	
Designated Representatives:	Merrill Lynch, Pierce, Fenner & Smith Incorporated Barclays Capital Inc.
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	Morgan Stanley & Co. LLC
Address for Notices, etc.:	c/o Merrill Lynch, Pierce, Fenner & Smith Incorporated One Bryant Park New York, New York 10036

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## SCHEDULE II-E

<b>Title of Notes:</b>	4.750% Notes due 2036 (the “2036 Notes”)
<b>Aggregate principal amount:</b>	\$1,650,000,000
<b>Pricing Effective Time:</b>	8:30 p.m., New York City time, November 17, 2016
<b>Price to Public:</b>	99.360% of the principal amount of the 2036 Notes, plus accrued interest from November 22, 2016.
<b>Purchase Price by Underwriters:</b>	98.485% of the principal amount of the 2036 Notes, plus accrued interest from November 22, 2016.
<b>Method of and specified funds for payment of purchase price:</b>	By wire transfer to a bank account specified by the Company in immediately available funds
<b>Indenture:</b>	Indenture, dated as of March 10, 2015, between the Company and U.S. Bank National Association, as Trustee
<b>Maturity:</b>	November 30, 2036
<b>Interest Rate:</b>	4.750%
<b>Interest Payment Dates:</b>	Semiannually on May 30 and November 30, commencing May 30, 2017.
<b>Redemption Provisions:</b>	As set forth in the Prospectus Supplement under “Description of Notes”
<b>Sinking Fund Provisions:</b>	No sinking fund provisions
<b>Defeasance provisions:</b>	Sections 13.2 and 13.3 of the Indenture shall be applicable to the 2036 Notes
<b>Time of Delivery:</b>	November 22, 2016
<b>Closing Location for Delivery of Securities:</b>	The Depository Trust Company

55 Water Street  
New York, New York 10041

**Names and addresses of Representatives:**

Designated Representatives:

Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
Barclays Capital Inc.

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Address for Notices, etc.:

Morgan Stanley & Co. LLC  
  
c/o  
Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
One Bryant Park  
New York, New York 10036

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**SCHEDULE II-F**

**Title of Notes:**

4.900% Notes due 2046 (the “2046 Notes”)

**Aggregate principal amount:**

\$3,250,000,000

**Pricing Effective Time:**

8:30 p.m., New York City time, November 17, 2016

**Price to Public:**

99.221% of the principal amount of the 2046 Notes, plus accrued interest from November 22, 2016.

**Purchase Price by Underwriters:**

98.346% of the principal amount of the 2046 Notes, plus accrued interest from November 22, 2016.

**Method of and specified funds for payment of purchase price:**

By wire transfer to a bank account specified by the Company in immediately available funds

**Indenture:**

Indenture, dated as of March 10, 2015, between the Company and U.S. Bank National Association, as Trustee

**Maturity:**

November 30, 2046

**Interest Rate:**

4.900%

**Interest Payment Dates:**

Semiannually on May 30 and November 30, commencing May 30, 2017.

**Redemption Provisions:**

As set forth in the Prospectus Supplement under “Description of Notes”

**Sinking Fund Provisions:**

No sinking fund provisions

**Defeasance provisions:**

Sections 13.2 and 13.3 of the Indenture shall be applicable to the 2046 Notes

**Time of Delivery:**

November 22, 2016

**Closing Location for Delivery of Securities:**

The Depository Trust Company  
55 Water Street  
New York, New York 10041

**Names and addresses of Representatives:**

Designated Representatives:

Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
Barclays Capital Inc.

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Morgan Stanley & Co. LLC

**SCHEDULE III**

1. Each term sheet set forth in the form of Schedule IV hereto.

**SCHEDULE IV-A**

FINAL TERM SHEET  
2.350% Notes due 2019

Issuer:	Abbott Laboratories
Principal Amount:	\$2,850,000,000
Coupon:	2.350%
Maturity:	November 22, 2019
Price to Public:	99.902% plus accrued interest, if any, from November 22, 2016
Yield to maturity:	2.384%
Benchmark Treasury:	1.000% due November 15, 2019
Spread to Benchmark Treasury:	+105 bps
Treasury Price and Yield:	99-00 $\frac{3}{4}$ / 1.334%
Coupon Dates:	Semiannually on May 22 and November 22
First Coupon:	May 22, 2017
Settlement Date:	November 22, 2016
Optional Redemption Provisions:	Abbott may redeem the notes, at any time at its option, in whole or from time to time in part, at a redemption price equal to the sum of: the greater of (1) 100% of the principal amount of the notes being redeemed, or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed, discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate equal to the Treasury Yield plus 20 basis points, plus, in either case, accrued and unpaid interest, if any, to the redemption date on the principal amount of the notes being redeemed.
Special Mandatory Redemption Provisions:	As described in the Preliminary Prospectus Supplement dated November 17, 2016.
CUSIP:	002824 BC3
Joint Bookrunning Managers:	Merrill Lynch, Pierce, Fenner & Smith Incorporated

	Barclays Capital Inc. Morgan Stanley & Co. LLC SG Americas Securities, LLC
Co-Managers:	BNP Paribas Securities Corp. Citigroup Global Markets Inc. Deutsche Bank Securities Inc. MUFG Securities Americas Inc.

Santander Investment Securities Inc.  
 HSBC Securities (USA) Inc.  
 Standard Chartered Bank  
 Goldman, Sachs & Co.  
 BBVA Securities Inc.  
 ING Financial Markets LLC  
 Mizuho Securities USA Inc.  
 RBC Capital Markets, LLC  
 U.S. Bancorp Investments, Inc.  
 The Williams Capital Group, L.P.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at [www.sec.gov](http://www.sec.gov). Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Merrill Lynch, Pierce, Fenner & Smith Incorporated, at 1-800-294-1322, Barclays Capital Inc. at (888) 603-5847, or Morgan Stanley & Co. LLC, toll-free at (866) 718-1649.

## SCHEDULE IV-B

### FINAL TERM SHEET 2.900% Notes due 2021

Issuer:	Abbott Laboratories
Principal Amount:	\$2,850,000,000
Coupon:	2.900%
Maturity:	November 30, 2021
Price to Public:	99.823% plus accrued interest, if any, from November 22, 2016
Yield to maturity:	2.938%
Benchmark Treasury:	1.250% due October 31, 2021
Spread to Benchmark Treasury:	+120 bps
Treasury Price and Yield:	97-22 ¼ / 1.738%
Coupon Dates:	Semiannually on May 30 and November 30
First Coupon:	May 30, 2017
Settlement Date:	November 22, 2016
Optional Redemption Provisions:	<p>Abbott may redeem the notes, at any time at its option, in whole or from time to time in part, at a redemption price equal to the sum of: the greater of (1) 100% of the principal amount of the notes being redeemed, or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed, discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate equal to the Treasury Yield plus 20 basis points, plus, in either case, accrued and unpaid interest, if any, to the redemption date on the principal amount of the notes being redeemed.</p> <p>Notwithstanding the foregoing, if the notes are redeemed on or after October 30, 2021, the redemption price will be 100% of the principal amount of the notes to be redeemed plus accrued and unpaid interest, if any, to, but excluding, the redemption date on the principal amount of the notes being redeemed.</p>
CUSIP:	002824 BD1

Joint Bookrunning Managers: Merrill Lynch, Pierce, Fenner & Smith  
 Incorporated  
 Barclays Capital Inc.  
 Morgan Stanley & Co. LLC  
 Citigroup Global Markets Inc.

Co-Managers: BNP Paribas Securities Corp.  
 Deutsche Bank Securities Inc.

SG Americas Securities, LLC  
 MUFG Securities Americas Inc.  
 Santander Investment Securities Inc.  
 HSBC Securities (USA) Inc.  
 Standard Chartered Bank  
 Goldman, Sachs & Co.  
 BBVA Securities Inc.  
 ING Financial Markets LLC  
 Mizuho Securities USA Inc.  
 RBC Capital Markets, LLC  
 U.S. Bancorp Investments, Inc.  
 The Williams Capital Group, L.P.

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## SCHEDULE IV-C

### FINAL TERM SHEET 3.400% Notes due 2023

Issuer:	Abbott Laboratories
Principal Amount:	\$1,500,000,000
Coupon:	3.400%
Maturity:	November 30, 2023
Price to Public:	99.529% plus accrued interest, if any, from November 22, 2016
Yield to maturity:	3.476%
Benchmark Treasury:	1.625% due October 31, 2023
Spread to Benchmark Treasury:	+140 bps
Treasury Price and Yield:	97-03 / 2.076%
Coupon Dates:	Semiannually on May 30 and November 30
First Coupon:	May 30, 2017
Settlement Date:	November 22, 2016
Optional Redemption Provisions:	Abbott may redeem the notes, at any time at its option, in whole or from time to time in part, at a redemption price equal to the sum of: the greater of (1) 100% of the principal amount of the notes being redeemed, or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed, discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate equal to the Treasury Yield plus 25 basis points, plus, in either case, accrued and unpaid interest, if any, to the redemption date on the principal amount of the notes being redeemed.  Notwithstanding the foregoing, if the notes are redeemed on or after September 30, 2023, the redemption price will be 100% of the principal amount of the notes to be redeemed plus accrued and unpaid interest, if any, to, but excluding, the redemption date on the principal amount of the notes being redeemed.
Special Mandatory	As described in the Preliminary Prospectus Supplement dated

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Redemption Provisions:	November 17, 2016.
CUSIP:	002824 BE9
Joint Bookrunning Managers:	Merrill Lynch, Pierce, Fenner & Smith Incorporated

Barclays Capital Inc.  
Morgan Stanley & Co. LLC  
Deutsche Bank Securities Inc.

Co-Managers:

BNP Paribas Securities Corp.  
Citigroup Global Markets Inc.  
SG Americas Securities, LLC  
MUFG Securities Americas Inc.  
Santander Investment Securities Inc.  
HSBC Securities (USA) Inc.  
Standard Chartered Bank  
Goldman, Sachs & Co.  
BBVA Securities Inc.  
ING Financial Markets LLC  
Mizuho Securities USA Inc.  
RBC Capital Markets, LLC  
U.S. Bancorp Investments, Inc.  
The Williams Capital Group, L.P.

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SCHEDULE IV-D

FINAL TERM SHEET  
3.750% Notes due 2026

Issuer:	Abbott Laboratories
Principal Amount:	\$3,000,000,000
Coupon:	3.750%
Maturity:	November 30, 2026
Price to Public:	99.256% plus accrued interest, if any, from November 22, 2016
Yield to maturity:	3.840%
Benchmark Treasury:	2.000% due November 15, 2026
Spread to Benchmark Treasury:	+155 bps
Treasury Price and Yield:	97-13+ / 2.290%
Coupon Dates:	Semiannually on May 30 and November 30
First Coupon:	May 30, 2017
Settlement Date:	November 22, 2016
Optional Redemption Provisions:	<p>Abbott may redeem the notes, at any time at its option, in whole or from time to time in part, at a redemption price equal to the sum of: the greater of (1) 100% of the principal amount of the notes being redeemed, or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed, discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate equal to the Treasury Yield plus 25 basis points, plus, in either case, accrued and unpaid interest, if any, to the redemption date on the principal amount of the notes being redeemed.</p> <p>Notwithstanding the foregoing, if the notes are redeemed on or after August 30, 2026, the redemption price will be 100% of the principal amount of the notes to be redeemed plus accrued and unpaid interest, if any, to, but excluding, the redemption date on the principal amount of the notes being redeemed.</p>
Special Mandatory	As described in the Preliminary Prospectus Supplement dated

Redemption Provisions:	November 17, 2016.
CUSIP:	002824 BF6
Joint Bookrunning Managers:	Merrill Lynch, Pierce, Fenner & Smith Incorporated Barclays Capital Inc. Morgan Stanley & Co. LLC Deutsche Bank Securities Inc.
Co-Managers:	BNP Paribas Securities Corp. Citigroup Global Markets Inc. SG Americas Securities, LLC MUFG Securities Americas Inc. Santander Investment Securities Inc. HSBC Securities (USA) Inc. Standard Chartered Bank Goldman, Sachs & Co. BBVA Securities Inc. ING Financial Markets LLC Mizuho Securities USA Inc. RBC Capital Markets, LLC U.S. Bancorp Investments, Inc. The Williams Capital Group, L.P.

**The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at [www.sec.gov](http://www.sec.gov). Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Merrill Lynch, Pierce, Fenner & Smith Incorporated, at 1-800-294-1322, Barclays Capital Inc. at (888) 603-5847, or Morgan Stanley & Co. LLC, toll-free at (866) 718-1649.**

## SCHEDULE IV-E

### FINAL TERM SHEET 4.750% Notes due 2036

Issuer:	Abbott Laboratories
Principal Amount:	\$1,650,000,000
Coupon:	4.750%
Maturity:	November 30, 2036
Price to Public:	99.360% plus accrued interest, if any, from November 22, 2016
Yield to maturity:	4.800%
Benchmark Treasury:	2.250% due August 15, 2046
Spread to Benchmark Treasury:	+175 bps
Treasury Price and Yield:	84-14 / 3.050%
Coupon Dates:	Semiannually on May 30 and November 30
First Coupon:	May 30, 2017
Settlement Date:	November 22, 2016
Optional Redemption Provisions:	<p>Abbott may redeem the notes, at any time at its option, in whole or from time to time in part, at a redemption price equal to the sum of: the greater of (1) 100% of the principal amount of the notes being redeemed, or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed, discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate equal to the Treasury Yield plus 30 basis points, plus, in either case, accrued and unpaid interest, if any, to the redemption date on the principal amount of the notes being redeemed.</p> <p>Notwithstanding the foregoing, if the notes are redeemed on or after May 30, 2036, the redemption price will be 100% of the principal amount of the notes to be redeemed plus accrued and unpaid interest, if any, to, but excluding, the redemption date on the principal amount of the notes being redeemed.</p>



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Redemption Provisions:	November 17, 2016.
CUSIP:	002824 BG4
Joint Bookrunning Managers:	Merrill Lynch, Pierce, Fenner & Smith Incorporated Barclays Capital Inc. Morgan Stanley & Co. LLC MUFG Securities Americas Inc.
Co-Managers:	BNP Paribas Securities Corp. Citigroup Global Markets Inc. Deutsche Bank Securities Inc. SG Americas Securities, LLC Santander Investment Securities Inc. HSBC Securities (USA) Inc. Standard Chartered Bank Goldman, Sachs & Co. BBVA Securities Inc. ING Financial Markets LLC Mizuho Securities USA Inc. RBC Capital Markets, LLC U.S. Bancorp Investments, Inc. The Williams Capital Group, L.P.

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## SCHEDULE IV-F

FINAL TERM SHEET  
4.900% Notes due 2046

Issuer:	Abbott Laboratories
Principal Amount:	\$3,250,000,000
Coupon:	4.900%
Maturity:	November 30, 2046
Price to Public:	99.221% plus accrued interest, if any, from November 22, 2016
Yield to maturity:	4.950%
Benchmark Treasury:	2.250% due August 15, 2046
Spread to Benchmark Treasury:	+190 bps
Treasury Price and Yield:	84-14 / 3.050%
Coupon Dates:	Semiannually on May 30 and November 30
First Coupon:	May 30, 2017
Settlement Date:	November 22, 2016
Optional Redemption Provisions:	Abbott may redeem the notes, at any time at its option, in whole or from time to time in part, at a redemption price equal to the sum of: the greater of (1) 100% of the principal amount of the notes being redeemed, or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed, discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate equal to the

Treasury Yield plus 30 basis points, plus, in either case, accrued and unpaid interest, if any, to the redemption date on the principal amount of the notes being redeemed.

Notwithstanding the foregoing, if the notes are redeemed on or after May 30, 2046, the redemption price will be 100% of the principal amount of the notes to be redeemed plus accrued and unpaid interest, if any, to, but excluding, the redemption date on the principal amount of the notes being redeemed.

Special Mandatory As described in the Preliminary Prospectus Supplement dated

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Redemption Provisions: November 17, 2016.

CUSIP: 002824 BH2

Joint Bookrunning Managers: Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
Barclays Capital Inc.  
Morgan Stanley & Co. LLC  
BNP Paribas Securities Corp.

Co-Managers: Citigroup Global Markets Inc.  
Deutsche Bank Securities Inc.  
SG Americas Securities, LLC  
MUFG Securities Americas Inc.  
Santander Investment Securities Inc.  
HSBC Securities (USA) Inc.  
Standard Chartered Bank  
Goldman, Sachs & Co.  
BBVA Securities Inc.  
ING Financial Markets LLC  
Mizuho Securities USA Inc.  
RBC Capital Markets, LLC  
U.S. Bancorp Investments, Inc.  
The Williams Capital Group, L.P.

**The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at [www.sec.gov](http://www.sec.gov). Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Merrill Lynch, Pierce, Fenner & Smith Incorporated, at 1-800-294-1322, Barclays Capital Inc. at (888) 603-5847, or Morgan Stanley & Co. LLC, toll-free at (866) 718-1649.**

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## ANNEX I

(viii) At the Representatives' request, they have—

- (A) Read the unaudited pro forma condensed consolidated balance sheet as of September 30, 2016, and the unaudited pro forma condensed consolidated statements of income for the year ended December 31, 2015, and the three month period ended September 30, 2016, included or incorporated by reference in the Prospectus.
- (B) Inquired of certain officials of the Company and of St. Jude Medical, Inc. who have responsibility for financial and accounting matters about—
  - (1) The basis for their determination of the pro forma adjustments, and
  - (2) Whether the unaudited pro forma condensed consolidated financial statements referred to in (viii)(A) comply as to form in all material respects with the applicable accounting requirements of rule 11-02 of Regulation S-X.
- (C) Proved the arithmetic accuracy of the application of the pro forma adjustments to the historical amounts in the unaudited pro forma condensed consolidated financial statements.

(ix) Nothing came to their attention as a result of the procedures specified in paragraph (viii), however, that caused them to believe that the unaudited pro forma condensed consolidated financial statements referred to in (viii)(A) included or incorporated by reference in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of rule 11-02 of Regulation S-X and that the pro forma adjustments have not been properly applied to the historical amounts in the compilation of those statements.

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Form of 2019 Notes

**ABBOTT LABORATORIES****2.350% Note due 2019**

No. [    ]

\$[    ]

**CUSIP No. 002824 BC3**

This Security is a Book-Entry Security within the meaning of the Indenture hereinafter referred to and is registered in the name of the Depository or a nominee of the Depository. This Security is exchangeable for Securities registered in the name of a Person other than the Depository or its nominee only in the limited circumstances described in the Indenture and may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository.

Unless this Security is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any Security issued upon registration of transfer of, or in exchange for, or in lieu of, this Security is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment hereon is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**ABBOTT LABORATORIES**

ABBOTT LABORATORIES, a corporation duly organized and existing under the laws of Illinois (herein called “Abbott” or the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., as nominee for The Depository Trust Company (“DTC”), or registered assigns, the principal sum of [    ] DOLLARS (\$[    ]) on November 22, 2019 and to pay interest thereon from November 22, 2016 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on May 22 and November 22 in each year, commencing on May 22, 2017 at the rate of 2.350% per annum, until the principal hereof is paid or made available for payment.

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 Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the May 7 or November 7, as the case may be, next preceding such Interest Payment Date. The Company will compute the amount of interest payable on the Securities on the basis of a 360-day year of twelve 30-day months. If the date on which a payment of interest or principal on this Security is scheduled to be paid is not a Business Day, then that interest or principal will be paid on the next succeeding Business Day but no further interest will be paid in respect of the delay in such payment.

Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

The Company will pay the principal of (and premium, if any, on) and any interest on this Security in immediately available funds to DTC or its nominee, as the case may be, as the registered Holder of such Security.

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.

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 that certain Indenture, dated as of March 10, 2015 (as it may from time to time be supplemented or amended by

one or more indentures supplemental thereto entered into pursuant to the applicable provisions thereof and, with respect to any Security, by the terms and provisions of such Security established pursuant to Section 3.1 thereof (as such terms and provisions may be amended pursuant to the applicable provisions thereof), the “Indenture”), between the Company and U.S. Bank National Association, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), to which Indenture, all indentures supplemental thereto and the Officers’ Certificate dated November 22, 2016 (the “Officers’ Certificate”) reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited (subject to exceptions provided in the Indenture) to the aggregate principal amount specified in the Officers’ Certificate establishing the terms of the Securities pursuant to the Indenture.

The Company may redeem the Securities of this series, at any time at its option, in whole or from time to time in part, at a Redemption Price equal to the sum of: (1) the greater of (the “Applicable Premium”): (x) 100% of the principal amount of any Security of this series being redeemed or (y) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities of such series being redeemed (exclusive of interest accrued to the Redemption Date), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate

equal to the Treasury Yield (as defined below) plus 20 basis points, plus (2) in either case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date on the principal amount of any Security of this series being redeemed.

If the Company has given notice as provided in the Indenture and funds for the redemption of any Securities of this series called for redemption have been made available on the Redemption Date, such Securities will cease to bear interest on the date fixed for redemption. Thereafter, the only right of the Holders of such Securities will be to receive payment of the Redemption Price.

If the Company exercises its right to redeem all or fewer than all of the Securities of this series, the Company will mail, or deliver electronically if such Securities are held by any Depository (including, without limitation, DTC) in accordance with such Depository's customary procedures, not less than 30 nor more than 60 days prior to the Redemption Date to each registered Holder of the Securities of this series to be redeemed at its registered address a notice of optional redemption, which will specify the Redemption Date, the place or places where such Securities of this series are to be surrendered for payment of the Redemption Price and the Redemption Price. The Trustee will not be responsible for calculating the Redemption Price.

The Company shall, at least 45 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date, of the principal amount of the Securities of this series to be redeemed and, if applicable, of the tenor of the Securities of this series to be redeemed. In connection with any optional redemption, if any Securities are to be redeemed in part only, the notice of optional redemption will state the portion of the principal amount of the Securities to be redeemed, and upon surrender of the Securities, a Security or Securities of the same series will be issued in principal

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amount equal to the unredeemed portion. In connection with any optional redemption, if less than all of the Securities are to be redeemed, the Trustee will select the numbers of Securities to be redeemed in part by random lot, or, if the Securities to be redeemed are represented by Book-Entry Securities, the Securities to be redeemed will be selected by DTC in accordance with its applicable procedures.

If the Company delivers a notice of optional redemption in accordance with the Indenture, the Securities or portions of Securities with respect to the notice will become due and payable on the date and at the place or places where such Securities are to be surrendered for payment of the Redemption Price stated in such notice at the applicable Redemption Price, together with interest, if any, accrued to, but excluding, the date fixed for redemption, and on and after such date (unless the Company is in default in the payment of the Securities at the Redemption Price, together with interest, if any, accrued to, but excluding, such date) interest on the Securities or portions of Securities called for redemption will cease to accrue.

Notwithstanding the foregoing, installments of interest on the Securities of this series that are due and payable on Interest Payment Dates falling on or prior to the applicable Redemption Date will be payable on such Interest Payment Dates to the registered Holders as of the close of business on the relevant Regular Record Dates in accordance with this Security and the Indenture.

For purposes of the optional redemption provisions of this Security, the following term will be applicable:

"Treasury Yield" means, with respect to any Securities being redeemed, the yield to maturity implied by (i) the yields reported as of the third Business Day prior to the Redemption Date, on (a) the Bloomberg Financial Markets News screen PX1 or the equivalent screen provided by Bloomberg Financial Markets News, or (b) if such on-line market data is not at that time provided by Bloomberg Financial Markets News, on the applicable pricing supplement opposite the caption "INVEST RATE" on Reuters on page USAUCTION10 or page USAUCTION11 (or any other page as may replace that page on that service), in any case for actively traded U.S. Treasury securities having a maturity equal to the remaining term of those Securities as of the Redemption Date, or (ii) if such yields are not reported at that time or the yields reported as of that time are not ascertainable (including by way of interpolation), the Treasury constant maturities yields reported, for the latest day for which such yields have been so reported at that time, in (a) Federal Reserve Statistical Release H.15 (519) opposite the caption "U.S. government securities/Treasury bills/secondary market" (or any comparable successor publication) or (b) if not yet published at that time, H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such yield, opposite the caption "U.S. government securities/Treasury bills/secondary market," for actively traded U.S. Treasury securities having a constant maturity equal to the remaining term of those Securities as of such Redemption Date. Such implied yield will be determined, if necessary, by (x) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (y) interpolating linearly between (1) the actively traded U.S. Treasury security with a maturity closest to and greater than the remaining term of those Securities and (2) the actively traded U.S. Treasury security with a maturity closest to and less than the remaining term of those Securities.

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If (x) the consummation of the St. Jude Medical Acquisition (as defined below) does not occur on or before December 31, 2017 (the "Extended Termination Date") or (y) Abbott notifies the Trustee that Abbott will not pursue the consummation of the St. Jude Medical Acquisition (the earlier of the date of delivery of such notice described in clause (y) and the Extended Termination Date, the "Special Mandatory Redemption Trigger Date"), Abbott will be required to redeem the Securities of this series then outstanding (such redemption, the "Special Mandatory Redemption") at a Redemption Price equal to 101% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest, if any, to, but excluding the Special Mandatory Redemption Date (as defined below) (the "Special Mandatory Redemption Price").

In the event that Abbott becomes obligated to redeem Securities of this series pursuant to the Special Mandatory Redemption, Abbott will promptly, and in any event not more than ten Business Days after the Special Mandatory Redemption Trigger Date, deliver notice to the Trustee of the Special Mandatory Redemption and the date upon which such Securities will be redeemed (the "Special Mandatory Redemption Date," which date shall be no later than the third Business Day following the date of such notice) together with a notice of Special Mandatory Redemption for the Trustee to deliver to each registered Holder of Securities to be redeemed. The Trustee will then promptly mail, or deliver electronically if such Securities are held by any Depository (including, without limitation, DTC) in accordance with such Depository's customary procedures, such notice of Special Mandatory Redemption to each registered Holder of Securities to be redeemed at its registered address. Unless Abbott defaults in payment of the Special Mandatory Redemption Price, on and after such Special Mandatory Redemption Date, interest will cease to accrue on the Securities to be redeemed.

Notwithstanding the foregoing, installments of interest on the Securities of this series that are due and payable on Interest Payment Dates falling on or prior to the Special Mandatory Redemption Date will be payable on such Interest Payment Dates to the registered Holders as of the close of business on the relevant Regular Record Dates in accordance with this Security and the Indenture.

For purposes of the Special Mandatory Redemption provisions of this Security, the following term will be applicable:

“St. Jude Medical” means St. Jude Medical, Inc., a Minnesota corporation, and its successors.

“St. Jude Medical Acquisition” means the acquisition of St. Jude Medical by Abbott pursuant to the St. Jude Medical Transaction Agreement (as defined below).

“St. Jude Medical Transaction Agreement” means that certain Agreement and Plan of Merger, dated as of April 27, 2016, by and among Abbott, St. Jude Medical, Vault Merger Sub, Inc. and Vault Merger Sub, LLC, as amended, supplemented, restated or otherwise modified from time to time.

The Securities of this series will not have the benefit of a sinking fund.

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If an Event of Default with respect to Securities of this series at the time Outstanding occurs and is continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth therein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of any series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall, without the consent of the Holder of this Security, 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.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registerable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

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Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

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.

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

Dated:                      , 2016

ABBOTT LABORATORIES

By: \_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_

TRUSTEE’S CERTIFICATE OF AUTHENTICATION

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

U.S. Bank National Association,  
*As Trustee*

By: \_\_\_\_\_  
*Authorized Officer*

\_\_\_\_\_

Form of 2021 Notes

**ABBOTT LABORATORIES****2.900% Note due 2021**

No. [     ]

\$[     ]

**CUSIP No. 002824 BD1**

This Security is a Book-Entry Security within the meaning of the Indenture hereinafter referred to and is registered in the name of the Depository or a nominee of the Depository. This Security is exchangeable for Securities registered in the name of a Person other than the Depository or its nominee only in the limited circumstances described in the Indenture and may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository.

Unless this Security is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any Security issued upon registration of transfer of, or in exchange for, or in lieu of, this Security is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment hereon is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**ABBOTT LABORATORIES**

ABBOTT LABORATORIES, a corporation duly organized and existing under the laws of Illinois (herein called “Abbott” or the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., as nominee for The Depository Trust Company (“DTC”), or registered assigns, the principal sum of [     ] DOLLARS (\$[     ]) on November 30, 2021 and to pay interest thereon from November 22, 2016 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on May 30 and November 30 in each year, commencing on May 30, 2017 at the rate of 2.900% per annum, until the principal hereof is paid or made available for payment.

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 Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the May 15 or November 15, as the case may be, next preceding such Interest Payment Date. The Company will compute the amount of interest payable on the Securities on the basis of a 360-day year of twelve 30-day months. If the date on which a payment of interest or principal on this Security is scheduled to be paid is not a Business Day, then that interest or principal will be paid on the next succeeding Business Day but no further interest will be paid in respect of the delay in such payment.

Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

The Company will pay the principal of (and premium, if any, on) and any interest on this Security in immediately available funds to DTC or its nominee, as the case may be, as the registered Holder of such Security.

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.

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 that certain Indenture, dated as of March 10, 2015 (as it may from time to time be supplemented or amended by

one or more indentures supplemental thereto entered into pursuant to the applicable provisions thereof and, with respect to any Security, by the terms and provisions of such Security established pursuant to Section 3.1 thereof (as such terms and provisions may be amended pursuant to the applicable provisions thereof), the “Indenture”), between the Company and U.S. Bank National Association, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), to which Indenture, all indentures supplemental thereto and the Officers’ Certificate dated November 22, 2016 (the “Officers’ Certificate”) reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited (subject to exceptions provided in the Indenture) to the aggregate principal amount specified in the Officers’ Certificate establishing the terms of the Securities pursuant to the Indenture.

The Company may redeem the Securities of this series, at any time at its option, in whole or from time to time in part, at a Redemption Price equal to the sum of: (1) the greater of (the “Applicable Premium”): (x) 100% of the principal amount of any Security of this series being redeemed or (y) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities of such series being redeemed (exclusive of interest accrued to the Redemption Date), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate



equal to the Treasury Yield (as defined below) plus 20 basis points, plus (2) in either case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date on the principal amount of any Security of this series being redeemed.

Notwithstanding the foregoing, if the Securities of this series are redeemed on or after October 30, 2021 (one month prior to the maturity date of the Securities of this series), the Redemption Price will be 100% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date on the principal amount of the Securities of this series being redeemed.

If the Company has given notice as provided in the Indenture and funds for the redemption of any Securities of this series called for redemption have been made available on the Redemption Date, such Securities will cease to bear interest on the date fixed for redemption. Thereafter, the only right of the Holders of such Securities will be to receive payment of the Redemption Price.

If the Company exercises its right to redeem all or fewer than all of the Securities of this series, the Company will mail, or deliver electronically if such Securities are held by any Depository (including, without limitation, DTC) in accordance with such Depository's customary procedures, not less than 30 nor more than 60 days prior to the Redemption Date to each registered Holder of the Securities of this series to be redeemed at its registered address a notice of optional redemption, which will specify the Redemption Date, the place or places where such Securities of this series are to be surrendered for payment of the Redemption Price and the Redemption Price. The Trustee will not be responsible for calculating the Redemption Price.

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The Company shall, at least 45 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date, of the principal amount of the Securities of this series to be redeemed and, if applicable, of the tenor of the Securities of this series to be redeemed. In connection with any optional redemption, if any Securities are to be redeemed in part only, the notice of optional redemption will state the portion of the principal amount of the Securities to be redeemed, and upon surrender of the Securities, a Security or Securities of the same series will be issued in principal amount equal to the unredeemed portion. In connection with any optional redemption, if less than all of the Securities are to be redeemed, the Trustee will select the numbers of Securities to be redeemed in part by random lot, or, if the Securities to be redeemed are represented by Book-Entry Securities, the Securities to be redeemed will be selected by DTC in accordance with its applicable procedures.

If the Company delivers a notice of optional redemption in accordance with the Indenture, the Securities or portions of Securities with respect to the notice will become due and payable on the date and at the place or places where such Securities are to be surrendered for payment of the Redemption Price stated in such notice at the applicable Redemption Price, together with interest, if any, accrued to, but excluding, the date fixed for redemption, and on and after such date (unless the Company is in default in the payment of the Securities at the Redemption Price, together with interest, if any, accrued to, but excluding, such date) interest on the Securities or portions of Securities called for redemption will cease to accrue.

Notwithstanding the foregoing, installments of interest on the Securities of this series that are due and payable on Interest Payment Dates falling on or prior to the applicable Redemption Date will be payable on such Interest Payment Dates to the registered Holders as of the close of business on the relevant Regular Record Dates in accordance with this Security and the Indenture.

For purposes of the optional redemption provisions of this Security, the following term will be applicable:

"Treasury Yield" means, with respect to any Securities being redeemed, the yield to maturity implied by (i) the yields reported as of the third Business Day prior to the Redemption Date, on (a) the Bloomberg Financial Markets News screen PX1 or the equivalent screen provided by Bloomberg Financial Markets News, or (b) if such on-line market data is not at that time provided by Bloomberg Financial Markets News, on the applicable pricing supplement opposite the caption "INVEST RATE" on Reuters on page USAUCTION10 or page USAUCTION11 (or any other page as may replace that page on that service), in any case for actively traded U.S. Treasury securities having a maturity equal to the remaining term of those Securities as of the Redemption Date, or (ii) if such yields are not reported at that time or the yields reported as of that time are not ascertainable (including by way of interpolation), the Treasury constant maturities yields reported, for the latest day for which such yields have been so reported at that time, in (a) Federal Reserve Statistical Release H.15 (519) opposite the caption "U.S. government securities/Treasury bills/secondary market" (or any comparable successor publication) or (b) if not yet published at that time, H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such yield, opposite the caption "U.S. government securities/Treasury bills/secondary market," for actively traded U.S. Treasury securities having a constant maturity

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equal to the remaining term of those Securities as of such Redemption Date. Such implied yield will be determined, if necessary, by (x) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (y) interpolating linearly between (1) the actively traded U.S. Treasury security with a maturity closest to and greater than the remaining term of those Securities and (2) the actively traded U.S. Treasury security with a maturity closest to and less than the remaining term of those Securities.

The Securities of this series will not have the benefit of a sinking fund.

If an Event of Default with respect to Securities of this series at the time Outstanding occurs and is continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth therein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of any series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall, without the consent of the Holder of this Security, 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.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registerable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

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The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

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.

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

Dated:                      , 2016

ABBOTT LABORATORIES

By: \_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_

#### TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

U.S. Bank National Association,  
*As Trustee*

By: \_\_\_\_\_  
*Authorized Officer*

Form of 2023 Notes

**ABBOTT LABORATORIES****3.400% Note due 2023**

No. [       ] \$[       ]

**CUSIP No. 002824 BE9**

This Security is a Book-Entry Security within the meaning of the Indenture hereinafter referred to and is registered in the name of the Depository or a nominee of the Depository. This Security is exchangeable for Securities registered in the name of a Person other than the Depository or its nominee only in the limited circumstances described in the Indenture and may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository.

Unless this Security is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any Security issued upon registration of transfer of, or in exchange for, or in lieu of, this Security is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment hereon is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**ABBOTT LABORATORIES**

ABBOTT LABORATORIES, a corporation duly organized and existing under the laws of Illinois (herein called “Abbott” or the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., as nominee for The Depository Trust Company (“DTC”), or registered assigns, the principal sum of [       ] DOLLARS (\$[       ]) on November 30, 2023 and to pay interest thereon from November 22, 2016 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on May 30 and November 30 in each year, commencing on May 30, 2017 at the rate of 3.400% per annum, until the principal hereof is paid or made available for payment.

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 Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the May 15 or November 15, as the case may be, next preceding such Interest Payment Date. The Company will compute the amount of interest payable on the Securities on the basis of a 360-day year of twelve 30-day months. If the date on which a payment of interest or principal on this Security is scheduled to be paid is not a Business Day, then that interest or principal will be paid on the next succeeding Business Day but no further interest will be paid in respect of the delay in such payment.

Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

The Company will pay the principal of (and premium, if any, on) and any interest on this Security in immediately available funds to DTC or its nominee, as the case may be, as the registered Holder of such Security.

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.

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 that certain Indenture, dated as of March 10, 2015 (as it may from time to time be supplemented or amended by

one or more indentures supplemental thereto entered into pursuant to the applicable provisions thereof and, with respect to any Security, by the terms and provisions of such Security established pursuant to Section 3.1 thereof (as such terms and provisions may be amended pursuant to the applicable provisions thereof), the “Indenture”), between the Company and U.S. Bank National Association, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), to which Indenture, all indentures supplemental thereto and the Officers’ Certificate dated November 22, 2016 (the “Officers’ Certificate”) reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited (subject to exceptions provided in the Indenture) to the aggregate principal amount specified in the Officers’ Certificate establishing the terms of the Securities pursuant to the Indenture.

The Company may redeem the Securities of this series, at any time at its option, in whole or from time to time in part, at a Redemption Price equal to the sum of: (1) the greater of (the “Applicable Premium”): (x) 100% of the principal amount of any Security of this series being redeemed or (y) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities of such series being redeemed (exclusive of interest accrued to the Redemption Date), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate

equal to the Treasury Yield (as defined below) plus 25 basis points, plus (2) in either case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date on the principal amount of any Security of this series being redeemed.

Notwithstanding the foregoing, if the Securities of this series are redeemed on or after September 30, 2023 (two months prior to the maturity date of the Securities of this series), the Redemption Price will be 100% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date on the principal amount of the Securities of this series being redeemed.

If the Company has given notice as provided in the Indenture and funds for the redemption of any Securities of this series called for redemption have been made available on the Redemption Date, such Securities will cease to bear interest on the date fixed for redemption. Thereafter, the only right of the Holders of such Securities will be to receive payment of the Redemption Price.

If the Company exercises its right to redeem all or fewer than all of the Securities of this series, the Company will mail, or deliver electronically if such Securities are held by any Depository (including, without limitation, DTC) in accordance with such Depository's customary procedures, not less than 30 nor more than 60 days prior to the Redemption Date to each registered Holder of the Securities of this series to be redeemed at its registered address a notice of optional redemption, which will specify the Redemption Date, the place or places where such Securities of this series are to be surrendered for payment of the Redemption Price and the Redemption Price. The Trustee will not be responsible for calculating the Redemption Price.

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The Company shall, at least 45 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date, of the principal amount of the Securities of this series to be redeemed and, if applicable, of the tenor of the Securities of this series to be redeemed. In connection with any optional redemption, if any Securities are to be redeemed in part only, the notice of optional redemption will state the portion of the principal amount of the Securities to be redeemed, and upon surrender of the Securities, a Security or Securities of the same series will be issued in principal amount equal to the unredeemed portion. In connection with any optional redemption, if less than all of the Securities are to be redeemed, the Trustee will select the numbers of Securities to be redeemed in part by random lot, or, if the Securities to be redeemed are represented by Book-Entry Securities, the Securities to be redeemed will be selected by DTC in accordance with its applicable procedures.

If the Company delivers a notice of optional redemption in accordance with the Indenture, the Securities or portions of Securities with respect to the notice will become due and payable on the date and at the place or places where such Securities are to be surrendered for payment of the Redemption Price stated in such notice at the applicable Redemption Price, together with interest, if any, accrued to, but excluding, the date fixed for redemption, and on and after such date (unless the Company is in default in the payment of the Securities at the Redemption Price, together with interest, if any, accrued to, but excluding, such date) interest on the Securities or portions of Securities called for redemption will cease to accrue.

Notwithstanding the foregoing, installments of interest on the Securities of this series that are due and payable on Interest Payment Dates falling on or prior to the applicable Redemption Date will be payable on such Interest Payment Dates to the registered Holders as of the close of business on the relevant Regular Record Dates in accordance with this Security and the Indenture.

For purposes of the optional redemption provisions of this Security, the following term will be applicable:

"Treasury Yield" means, with respect to any Securities being redeemed, the yield to maturity implied by (i) the yields reported as of the third Business Day prior to the Redemption Date, on (a) the Bloomberg Financial Markets News screen PX1 or the equivalent screen provided by Bloomberg Financial Markets News, or (b) if such on-line market data is not at that time provided by Bloomberg Financial Markets News, on the applicable pricing supplement opposite the caption "INVEST RATE" on Reuters on page USAUCTION10 or page USAUCTION11 (or any other page as may replace that page on that service), in any case for actively traded U.S. Treasury securities having a maturity equal to the remaining term of those Securities as of the Redemption Date, or (ii) if such yields are not reported at that time or the yields reported as of that time are not ascertainable (including by way of interpolation), the Treasury constant maturities yields reported, for the latest day for which such yields have been so reported at that time, in (a) Federal Reserve Statistical Release H.15 (519) opposite the caption "U.S. government securities/Treasury bills/secondary market" (or any comparable successor publication) or (b) if not yet published at that time, H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such yield, opposite the caption "U.S. government securities/Treasury bills/secondary market," for actively traded U.S. Treasury securities having a constant maturity

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equal to the remaining term of those Securities as of such Redemption Date. Such implied yield will be determined, if necessary, by (x) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (y) interpolating linearly between (1) the actively traded U.S. Treasury security with a maturity closest to and greater than the remaining term of those Securities and (2) the actively traded U.S. Treasury security with a maturity closest to and less than the remaining term of those Securities.

If (x) the consummation of the St. Jude Medical Acquisition (as defined below) does not occur on or before December 31, 2017 (the "Extended Termination Date") or (y) Abbott notifies the Trustee that Abbott will not pursue the consummation of the St. Jude Medical Acquisition (the earlier of the date of delivery of such notice described in clause (y) and the Extended Termination Date, the "Special Mandatory Redemption Trigger Date"), Abbott will be required to redeem the Securities of this series then outstanding (such redemption, the "Special Mandatory Redemption") at a Redemption Price equal to 101% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest, if any, to, but excluding the Special Mandatory Redemption Date (as defined below) (the "Special Mandatory Redemption Price").

In the event that Abbott becomes obligated to redeem Securities of this series pursuant to the Special Mandatory Redemption, Abbott will promptly, and in any event not more than ten Business Days after the Special Mandatory Redemption Trigger Date, deliver notice to the Trustee of the Special Mandatory Redemption and the date upon which such Securities will be redeemed (the "Special Mandatory Redemption Date," which date shall be no later than the third Business Day following the date of such notice) together with a notice of Special Mandatory Redemption for the Trustee to deliver to each registered Holder of Securities to be redeemed. The Trustee will then promptly mail, or deliver electronically if such Securities are held by any Depository (including, without limitation, DTC) in accordance with such Depository's customary procedures, such notice of Special Mandatory Redemption to each registered Holder of Securities to be redeemed at its registered address. Unless Abbott defaults in payment of the Special Mandatory Redemption Price, on and after such Special Mandatory Redemption Date, interest will cease to accrue on the Securities to be redeemed.

Notwithstanding the foregoing, installments of interest on the Securities of this series that are due and payable on Interest Payment Dates falling on or prior to the Special Mandatory Redemption Date will be payable on such Interest Payment Dates to the registered Holders as of the close of business on the relevant Regular Record Dates in accordance with this Security and the Indenture.

For purposes of the Special Mandatory Redemption provisions of this Security, the following term will be applicable:

“St. Jude Medical” means St. Jude Medical, Inc., a Minnesota corporation, and its successors.

“St. Jude Medical Acquisition” means the acquisition of St. Jude Medical by Abbott pursuant to the St. Jude Medical Transaction Agreement (as defined below).

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“St. Jude Medical Transaction Agreement” means that certain Agreement and Plan of Merger, dated as of April 27, 2016, by and among Abbott, St. Jude Medical, Vault Merger Sub, Inc. and Vault Merger Sub, LLC, as amended, supplemented, restated or otherwise modified from time to time.

The Securities of this series will not have the benefit of a sinking fund.

If an Event of Default with respect to Securities of this series at the time Outstanding occurs and is continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth therein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of any series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall, without the consent of the Holder of this Security, 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.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registerable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof. As provided in the

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Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

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.

*[The remainder of this page intentionally left blank.]*

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

Dated:                   , 2016

ABBOTT LABORATORIES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

TRUSTEE’S CERTIFICATE OF AUTHENTICATION

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

U.S. Bank National Association,  
*As Trustee*

By: \_\_\_\_\_  
*Authorized Officer*

\_\_\_\_\_

Form of 2026 Notes

**ABBOTT LABORATORIES****3.750% Note due 2026**

No. [     ]

[\$[     ]

**CUSIP No. 002824 BF6**

This Security is a Book-Entry Security within the meaning of the Indenture hereinafter referred to and is registered in the name of the Depository or a nominee of the Depository. This Security is exchangeable for Securities registered in the name of a Person other than the Depository or its nominee only in the limited circumstances described in the Indenture and may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository.

Unless this Security is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any Security issued upon registration of transfer of, or in exchange for, or in lieu of, this Security is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment hereon is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**ABBOTT LABORATORIES**

ABBOTT LABORATORIES, a corporation duly organized and existing under the laws of Illinois (herein called “Abbott” or the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., as nominee for The Depository Trust Company (“DTC”), or registered assigns, the principal sum of [     ] DOLLARS (\$[     ]) on November 30, 2026 and to pay interest thereon from November 22, 2016 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on May 30 and November 30 in each year, commencing on May 30, 2017 at the rate of 3.750% per annum, until the principal hereof is paid or made available for payment.

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 Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the May 15 or November 15, as the case may be, next preceding such Interest Payment Date. The Company will compute the amount of interest payable on the Securities on the basis of a 360-day year of twelve 30-day months. If the date on which a payment of interest or principal on this Security is scheduled to be paid is not a Business Day, then that interest or principal will be paid on the next succeeding Business Day but no further interest will be paid in respect of the delay in such payment.

Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

The Company will pay the principal of (and premium, if any, on) and any interest on this Security in immediately available funds to DTC or its nominee, as the case may be, as the registered Holder of such Security.

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.

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 that certain Indenture, dated as of March 10, 2015 (as it may from time to time be supplemented or amended by

one or more indentures supplemental thereto entered into pursuant to the applicable provisions thereof and, with respect to any Security, by the terms and provisions of such Security established pursuant to Section 3.1 thereof (as such terms and provisions may be amended pursuant to the applicable provisions thereof), the “Indenture”), between the Company and U.S. Bank National Association, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), to which Indenture, all indentures supplemental thereto and the Officers’ Certificate dated November 22, 2016 (the “Officers’ Certificate”) reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited (subject to exceptions provided in the Indenture) to the aggregate principal amount specified in the Officers’ Certificate establishing the terms of the Securities pursuant to the Indenture.

The Company may redeem the Securities of this series, at any time at its option, in whole or from time to time in part, at a Redemption Price equal to the sum of: (1) the greater of (the “Applicable Premium”): (x) 100% of the principal amount of any Security of this series being redeemed or (y) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities of such series being redeemed (exclusive of interest accrued to the Redemption Date), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate

equal to the Treasury Yield (as defined below) plus 25 basis points, plus (2) in either case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date on the principal amount of any Security of this series being redeemed.

Notwithstanding the foregoing, if the Securities of this series are redeemed on or after August 30, 2026 (three months prior to the maturity date of the Securities of this series), the Redemption Price will be 100% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date on the principal amount of the Securities of this series being redeemed.

If the Company has given notice as provided in the Indenture and funds for the redemption of any Securities of this series called for redemption have been made available on the Redemption Date, such Securities will cease to bear interest on the date fixed for redemption. Thereafter, the only right of the Holders of such Securities will be to receive payment of the Redemption Price.

If the Company exercises its right to redeem all or fewer than all of the Securities of this series, the Company will mail, or deliver electronically if such Securities are held by any Depository (including, without limitation, DTC) in accordance with such Depository's customary procedures, not less than 30 nor more than 60 days prior to the Redemption Date to each registered Holder of the Securities of this series to be redeemed at its registered address a notice of optional redemption, which will specify the Redemption Date, the place or places where such Securities of this series are to be surrendered for payment of the Redemption Price and the Redemption Price. The Trustee will not be responsible for calculating the Redemption Price.

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The Company shall, at least 45 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date, of the principal amount of the Securities of this series to be redeemed and, if applicable, of the tenor of the Securities of this series to be redeemed. In connection with any optional redemption, if any Securities are to be redeemed in part only, the notice of optional redemption will state the portion of the principal amount of the Securities to be redeemed, and upon surrender of the Securities, a Security or Securities of the same series will be issued in principal amount equal to the unredeemed portion. In connection with any optional redemption, if less than all of the Securities are to be redeemed, the Trustee will select the numbers of Securities to be redeemed in part by random lot, or, if the Securities to be redeemed are represented by Book-Entry Securities, the Securities to be redeemed will be selected by DTC in accordance with its applicable procedures.

If the Company delivers a notice of optional redemption in accordance with the Indenture, the Securities or portions of Securities with respect to the notice will become due and payable on the date and at the place or places where such Securities are to be surrendered for payment of the Redemption Price stated in such notice at the applicable Redemption Price, together with interest, if any, accrued to, but excluding, the date fixed for redemption, and on and after such date (unless the Company is in default in the payment of the Securities at the Redemption Price, together with interest, if any, accrued to, but excluding, such date) interest on the Securities or portions of Securities called for redemption will cease to accrue.

Notwithstanding the foregoing, installments of interest on the Securities of this series that are due and payable on Interest Payment Dates falling on or prior to the applicable Redemption Date will be payable on such Interest Payment Dates to the registered Holders as of the close of business on the relevant Regular Record Dates in accordance with this Security and the Indenture.

For purposes of the optional redemption provisions of this Security, the following term will be applicable:

"Treasury Yield" means, with respect to any Securities being redeemed, the yield to maturity implied by (i) the yields reported as of the third Business Day prior to the Redemption Date, on (a) the Bloomberg Financial Markets News screen PX1 or the equivalent screen provided by Bloomberg Financial Markets News, or (b) if such on-line market data is not at that time provided by Bloomberg Financial Markets News, on the applicable pricing supplement opposite the caption "INVEST RATE" on Reuters on page USAUCTION10 or page USAUCTION11 (or any other page as may replace that page on that service), in any case for actively traded U.S. Treasury securities having a maturity equal to the remaining term of those Securities as of the Redemption Date, or (ii) if such yields are not reported at that time or the yields reported as of that time are not ascertainable (including by way of interpolation), the Treasury constant maturities yields reported, for the latest day for which such yields have been so reported at that time, in (a) Federal Reserve Statistical Release H.15 (519) opposite the caption "U.S. government securities/Treasury bills/secondary market" (or any comparable successor publication) or (b) if not yet published at that time, H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such yield, opposite the caption "U.S. government securities/Treasury bills/secondary market," for actively traded U.S. Treasury securities having a constant maturity

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equal to the remaining term of those Securities as of such Redemption Date. Such implied yield will be determined, if necessary, by (x) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (y) interpolating linearly between (1) the actively traded U.S. Treasury security with a maturity closest to and greater than the remaining term of those Securities and (2) the actively traded U.S. Treasury security with a maturity closest to and less than the remaining term of those Securities.

If (x) the consummation of the St. Jude Medical Acquisition (as defined below) does not occur on or before December 31, 2017 (the "Extended Termination Date") or (y) Abbott notifies the Trustee that Abbott will not pursue the consummation of the St. Jude Medical Acquisition (the earlier of the date of delivery of such notice described in clause (y) and the Extended Termination Date, the "Special Mandatory Redemption Trigger Date"), Abbott will be required to redeem the Securities of this series then outstanding (such redemption, the "Special Mandatory Redemption") at a Redemption Price equal to 101% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest, if any, to, but excluding the Special Mandatory Redemption Date (as defined below) (the "Special Mandatory Redemption Price").

In the event that Abbott becomes obligated to redeem Securities of this series pursuant to the Special Mandatory Redemption, Abbott will promptly, and in any event not more than ten Business Days after the Special Mandatory Redemption Trigger Date, deliver notice to the Trustee of the Special Mandatory Redemption and the date upon which such Securities will be redeemed (the "Special Mandatory Redemption Date," which date shall be no later than the third Business Day following the date of such notice) together with a notice of Special Mandatory Redemption for the Trustee to deliver to each registered Holder of Securities to be redeemed. The Trustee will then promptly mail, or deliver electronically if such Securities are held by any Depository (including, without limitation, DTC) in accordance with such Depository's customary procedures, such notice of Special Mandatory Redemption to each registered Holder of Securities to be redeemed at its registered address. Unless Abbott defaults in payment of the Special Mandatory Redemption Price, on and after such Special Mandatory Redemption Date, interest will cease to accrue on the Securities to be redeemed.



Notwithstanding the foregoing, installments of interest on the Securities of this series that are due and payable on Interest Payment Dates falling on or prior to the Special Mandatory Redemption Date will be payable on such Interest Payment Dates to the registered Holders as of the close of business on the relevant Regular Record Dates in accordance with this Security and the Indenture.

For purposes of the Special Mandatory Redemption provisions of this Security, the following term will be applicable:

“St. Jude Medical” means St. Jude Medical, Inc., a Minnesota corporation, and its successors.

“St. Jude Medical Acquisition” means the acquisition of St. Jude Medical by Abbott pursuant to the St. Jude Medical Transaction Agreement (as defined below).

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“St. Jude Medical Transaction Agreement” means that certain Agreement and Plan of Merger, dated as of April 27, 2016, by and among Abbott, St. Jude Medical, Vault Merger Sub, Inc. and Vault Merger Sub, LLC, as amended, supplemented, restated or otherwise modified from time to time.

The Securities of this series will not have the benefit of a sinking fund.

If an Event of Default with respect to Securities of this series at the time Outstanding occurs and is continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth therein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of any series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall, without the consent of the Holder of this Security, 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.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registerable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof. As provided in the

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Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

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.

*[The remainder of this page intentionally left blank.]*

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

Dated:                   , 2016

ABBOTT LABORATORIES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

TRUSTEE’S CERTIFICATE OF AUTHENTICATION

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

U.S. Bank National Association,  
*As Trustee*

By: \_\_\_\_\_  
*Authorized Officer*

\_\_\_\_\_

Form of 2036 Notes

**ABBOTT LABORATORIES****4.750% Note due 2036**

No. [ ]

[\$ [ ]

**CUSIP No. 002824 BG4**

This Security is a Book-Entry Security within the meaning of the Indenture hereinafter referred to and is registered in the name of the Depository or a nominee of the Depository. This Security is exchangeable for Securities registered in the name of a Person other than the Depository or its nominee only in the limited circumstances described in the Indenture and may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository.

Unless this Security is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any Security issued upon registration of transfer of, or in exchange for, or in lieu of, this Security is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment hereon is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**ABBOTT LABORATORIES**

ABBOTT LABORATORIES, a corporation duly organized and existing under the laws of Illinois (herein called “Abbott” or the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., as nominee for The Depository Trust Company (“DTC”), or registered assigns, the principal sum of [ ] DOLLARS (\$[ ]) on November 30, 2036 and to pay interest thereon from November 22, 2016 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on May 30 and November 30 in each year, commencing on May 30, 2017 at the rate of 4.750% per annum, until the principal hereof is paid or made available for payment.

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 Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the May 15 or November 15, as the case may be, next preceding such Interest Payment Date. The Company will compute the amount of interest payable on the Securities on the basis of a 360-day year of twelve 30-day months. If the date on which a payment of interest or principal on this Security is scheduled to be paid is not a Business Day, then that interest or principal will be paid on the next succeeding Business Day but no further interest will be paid in respect of the delay in such payment.

Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

The Company will pay the principal of (and premium, if any, on) and any interest on this Security in immediately available funds to DTC or its nominee, as the case may be, as the registered Holder of such Security.

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.

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 that certain Indenture, dated as of March 10, 2015 (as it may from time to time be supplemented or amended by

one or more indentures supplemental thereto entered into pursuant to the applicable provisions thereof and, with respect to any Security, by the terms and provisions of such Security established pursuant to Section 3.1 thereof (as such terms and provisions may be amended pursuant to the applicable provisions thereof), the “Indenture”), between the Company and U.S. Bank National Association, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), to which Indenture, all indentures supplemental thereto and the Officers’ Certificate dated November 22, 2016 (the “Officers’ Certificate”) reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited (subject to exceptions provided in the Indenture) to the aggregate principal amount specified in the Officers’ Certificate establishing the terms of the Securities pursuant to the Indenture.

The Company may redeem the Securities of this series, at any time at its option, in whole or from time to time in part, at a Redemption Price equal to the sum of: (1) the greater of (the “Applicable Premium”): (x) 100% of the principal amount of any Security of this series being redeemed or (y) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities of such series being redeemed (exclusive of interest accrued to the Redemption Date), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate

equal to the Treasury Yield (as defined below) plus 30 basis points, plus (2) in either case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date on the principal amount of any Security of this series being redeemed.

Notwithstanding the foregoing, if the Securities of this series are redeemed on or after May 30, 2036 (six months prior to the maturity date of the Securities of this series), the Redemption Price will be 100% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date on the principal amount of the Securities of this series being redeemed.

If the Company has given notice as provided in the Indenture and funds for the redemption of any Securities of this series called for redemption have been made available on the Redemption Date, such Securities will cease to bear interest on the date fixed for redemption. Thereafter, the only right of the Holders of such Securities will be to receive payment of the Redemption Price.

If the Company exercises its right to redeem all or fewer than all of the Securities of this series, the Company will mail, or deliver electronically if such Securities are held by any Depository (including, without limitation, DTC) in accordance with such Depository's customary procedures, not less than 30 nor more than 60 days prior to the Redemption Date to each registered Holder of the Securities of this series to be redeemed at its registered address a notice of optional redemption, which will specify the Redemption Date, the place or places where such Securities of this series are to be surrendered for payment of the Redemption Price and the Redemption Price. The Trustee will not be responsible for calculating the Redemption Price.

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The Company shall, at least 45 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date, of the principal amount of the Securities of this series to be redeemed and, if applicable, of the tenor of the Securities of this series to be redeemed. In connection with any optional redemption, if any Securities are to be redeemed in part only, the notice of optional redemption will state the portion of the principal amount of the Securities to be redeemed, and upon surrender of the Securities, a Security or Securities of the same series will be issued in principal amount equal to the unredeemed portion. In connection with any optional redemption, if less than all of the Securities are to be redeemed, the Trustee will select the numbers of Securities to be redeemed in part by random lot, or, if the Securities to be redeemed are represented by Book-Entry Securities, the Securities to be redeemed will be selected by DTC in accordance with its applicable procedures.

If the Company delivers a notice of optional redemption in accordance with the Indenture, the Securities or portions of Securities with respect to the notice will become due and payable on the date and at the place or places where such Securities are to be surrendered for payment of the Redemption Price stated in such notice at the applicable Redemption Price, together with interest, if any, accrued to, but excluding, the date fixed for redemption, and on and after such date (unless the Company is in default in the payment of the Securities at the Redemption Price, together with interest, if any, accrued to, but excluding, such date) interest on the Securities or portions of Securities called for redemption will cease to accrue.

Notwithstanding the foregoing, installments of interest on the Securities of this series that are due and payable on Interest Payment Dates falling on or prior to the applicable Redemption Date will be payable on such Interest Payment Dates to the registered Holders as of the close of business on the relevant Regular Record Dates in accordance with this Security and the Indenture.

For purposes of the optional redemption provisions of this Security, the following term will be applicable:

"Treasury Yield" means, with respect to any Securities being redeemed, the yield to maturity implied by (i) the yields reported as of the third Business Day prior to the Redemption Date, on (a) the Bloomberg Financial Markets News screen PX1 or the equivalent screen provided by Bloomberg Financial Markets News, or (b) if such on-line market data is not at that time provided by Bloomberg Financial Markets News, on the applicable pricing supplement opposite the caption "INVEST RATE" on Reuters on page USAUCTION10 or page USAUCTION11 (or any other page as may replace that page on that service), in any case for actively traded U.S. Treasury securities having a maturity equal to the remaining term of those Securities as of the Redemption Date, or (ii) if such yields are not reported at that time or the yields reported as of that time are not ascertainable (including by way of interpolation), the Treasury constant maturities yields reported, for the latest day for which such yields have been so reported at that time, in (a) Federal Reserve Statistical Release H.15 (519) opposite the caption "U.S. government securities/Treasury bills/secondary market" (or any comparable successor publication) or (b) if not yet published at that time, H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such yield, opposite the caption "U.S. government securities/Treasury bills/secondary market," for actively traded U.S. Treasury securities having a constant maturity

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equal to the remaining term of those Securities as of such Redemption Date. Such implied yield will be determined, if necessary, by (x) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (y) interpolating linearly between (1) the actively traded U.S. Treasury security with a maturity closest to and greater than the remaining term of those Securities and (2) the actively traded U.S. Treasury security with a maturity closest to and less than the remaining term of those Securities.

If (x) the consummation of the St. Jude Medical Acquisition (as defined below) does not occur on or before December 31, 2017 (the "Extended Termination Date") or (y) Abbott notifies the Trustee that Abbott will not pursue the consummation of the St. Jude Medical Acquisition (the earlier of the date of delivery of such notice described in clause (y) and the Extended Termination Date, the "Special Mandatory Redemption Trigger Date"), Abbott will be required to redeem the Securities of this series then outstanding (such redemption, the "Special Mandatory Redemption") at a Redemption Price equal to 101% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest, if any, to, but excluding the Special Mandatory Redemption Date (as defined below) (the "Special Mandatory Redemption Price").

In the event that Abbott becomes obligated to redeem Securities of this series pursuant to the Special Mandatory Redemption, Abbott will promptly, and in any event not more than ten Business Days after the Special Mandatory Redemption Trigger Date, deliver notice to the Trustee of the Special Mandatory Redemption and the date upon which such Securities will be redeemed (the "Special Mandatory Redemption Date," which date shall be no later than the third Business Day following the date of such notice) together with a notice of Special Mandatory Redemption for the Trustee to deliver to each registered Holder of Securities to be redeemed. The Trustee will then promptly mail, or deliver electronically if such Securities are held by any Depository (including, without limitation, DTC) in accordance with such Depository's customary procedures, such notice of Special Mandatory Redemption to each registered Holder of Securities to be redeemed at its registered address. Unless Abbott defaults in payment of the Special Mandatory Redemption Price, on and after such Special Mandatory Redemption Date, interest will cease to accrue on the Securities to be redeemed.

Notwithstanding the foregoing, installments of interest on the Securities of this series that are due and payable on Interest Payment Dates falling on or prior to the Special Mandatory Redemption Date will be payable on such Interest Payment Dates to the registered Holders as of the close of business on the relevant Regular Record Dates in accordance with this Security and the Indenture.

For purposes of the Special Mandatory Redemption provisions of this Security, the following term will be applicable:

“St. Jude Medical” means St. Jude Medical, Inc., a Minnesota corporation, and its successors.

“St. Jude Medical Acquisition” means the acquisition of St. Jude Medical by Abbott pursuant to the St. Jude Medical Transaction Agreement (as defined below).

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“St. Jude Medical Transaction Agreement” means that certain Agreement and Plan of Merger, dated as of April 27, 2016, by and among Abbott, St. Jude Medical, Vault Merger Sub, Inc. and Vault Merger Sub, LLC, as amended, supplemented, restated or otherwise modified from time to time.

The Securities of this series will not have the benefit of a sinking fund.

If an Event of Default with respect to Securities of this series at the time Outstanding occurs and is continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth therein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of any series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall, without the consent of the Holder of this Security, 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.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registerable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof. As provided in the

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Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

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.

*[The remainder of this page intentionally left blank.]*

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

Dated:                   , 2016

ABBOTT LABORATORIES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

U.S. Bank National Association,  
*As Trustee*

By: \_\_\_\_\_  
*Authorized Officer*

\_\_\_\_\_

Form of 2046 Notes

**ABBOTT LABORATORIES****4.900% Note due 2046**

No. [ ]

[\$ [ ]

**CUSIP No. 002824 BH2**

This Security is a Book-Entry Security within the meaning of the Indenture hereinafter referred to and is registered in the name of the Depository or a nominee of the Depository. This Security is exchangeable for Securities registered in the name of a Person other than the Depository or its nominee only in the limited circumstances described in the Indenture and may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository.

Unless this Security is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any Security issued upon registration of transfer of, or in exchange for, or in lieu of, this Security is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment hereon is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**ABBOTT LABORATORIES**

ABBOTT LABORATORIES, a corporation duly organized and existing under the laws of Illinois (herein called “Abbott” or the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., as nominee for The Depository Trust Company (“DTC”), or registered assigns, the principal sum of [ ] DOLLARS (\$[ ]) on November 30, 2046 and to pay interest thereon from November 22, 2016 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on May 30 and November 30 in each year, commencing on May 30, 2017 at the rate of 4.900% per annum, until the principal hereof is paid or made available for payment.

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 Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the May 15 or November 15, as the case may be, next preceding such Interest Payment Date. The Company will compute the amount of interest payable on the Securities on the basis of a 360-day year of twelve 30-day months. If the date on which a payment of interest or principal on this Security is scheduled to be paid is not a Business Day, then that interest or principal will be paid on the next succeeding Business Day but no further interest will be paid in respect of the delay in such payment.

Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or any Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

The Company will pay the principal of (and premium, if any, on) and any interest on this Security in immediately available funds to DTC or its nominee, as the case may be, as the registered Holder of such Security.

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.

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 that certain Indenture, dated as of March 10, 2015 (as it may from time to time be supplemented or amended by

one or more indentures supplemental thereto entered into pursuant to the applicable provisions thereof and, with respect to any Security, by the terms and provisions of such Security established pursuant to Section 3.1 thereof (as such terms and provisions may be amended pursuant to the applicable provisions thereof), the “Indenture”), between the Company and U.S. Bank National Association, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), to which Indenture, all indentures supplemental thereto and the Officers’ Certificate dated November 22, 2016 (the “Officers’ Certificate”) reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited (subject to exceptions provided in the Indenture) to the aggregate principal amount specified in the Officers’ Certificate establishing the terms of the Securities pursuant to the Indenture.

The Company may redeem the Securities of this series, at any time at its option, in whole or from time to time in part, at a Redemption Price equal to the sum of: (1) the greater of (the “Applicable Premium”): (x) 100% of the principal amount of any Security of this series being redeemed or (y) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities of such series being redeemed (exclusive of interest accrued to the Redemption Date), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate

equal to the Treasury Yield (as defined below) plus 30 basis points, plus (2) in either case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date on the principal amount of any Security of this series being redeemed.

Notwithstanding the foregoing, if the Securities of this series are redeemed on or after May 30, 2046 (six months prior to the maturity date of the Securities of this series), the Redemption Price will be 100% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date on the principal amount of the Securities of this series being redeemed.

If the Company has given notice as provided in the Indenture and funds for the redemption of any Securities of this series called for redemption have been made available on the Redemption Date, such Securities will cease to bear interest on the date fixed for redemption. Thereafter, the only right of the Holders of such Securities will be to receive payment of the Redemption Price.

If the Company exercises its right to redeem all or fewer than all of the Securities of this series, the Company will mail, or deliver electronically if such Securities are held by any Depository (including, without limitation, DTC) in accordance with such Depository's customary procedures, not less than 30 nor more than 60 days prior to the Redemption Date to each registered Holder of the Securities of this series to be redeemed at its registered address a notice of optional redemption, which will specify the Redemption Date, the place or places where such Securities of this series are to be surrendered for payment of the Redemption Price and the Redemption Price. The Trustee will not be responsible for calculating the Redemption Price.

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The Company shall, at least 45 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date, of the principal amount of the Securities of this series to be redeemed and, if applicable, of the tenor of the Securities of this series to be redeemed. In connection with any optional redemption, if any Securities are to be redeemed in part only, the notice of optional redemption will state the portion of the principal amount of the Securities to be redeemed, and upon surrender of the Securities, a Security or Securities of the same series will be issued in principal amount equal to the unredeemed portion. In connection with any optional redemption, if less than all of the Securities are to be redeemed, the Trustee will select the numbers of Securities to be redeemed in part by random lot, or, if the Securities to be redeemed are represented by Book-Entry Securities, the Securities to be redeemed will be selected by DTC in accordance with its applicable procedures.

If the Company delivers a notice of optional redemption in accordance with the Indenture, the Securities or portions of Securities with respect to the notice will become due and payable on the date and at the place or places where such Securities are to be surrendered for payment of the Redemption Price stated in such notice at the applicable Redemption Price, together with interest, if any, accrued to, but excluding, the date fixed for redemption, and on and after such date (unless the Company is in default in the payment of the Securities at the Redemption Price, together with interest, if any, accrued to, but excluding, such date) interest on the Securities or portions of Securities called for redemption will cease to accrue.

Notwithstanding the foregoing, installments of interest on the Securities of this series that are due and payable on Interest Payment Dates falling on or prior to the applicable Redemption Date will be payable on such Interest Payment Dates to the registered Holders as of the close of business on the relevant Regular Record Dates in accordance with this Security and the Indenture.

For purposes of the optional redemption provisions of this Security, the following term will be applicable:

"Treasury Yield" means, with respect to any Securities being redeemed, the yield to maturity implied by (i) the yields reported as of the third Business Day prior to the Redemption Date, on (a) the Bloomberg Financial Markets News screen PX1 or the equivalent screen provided by Bloomberg Financial Markets News, or (b) if such on-line market data is not at that time provided by Bloomberg Financial Markets News, on the applicable pricing supplement opposite the caption "INVEST RATE" on Reuters on page USAUCTION10 or page USAUCTION11 (or any other page as may replace that page on that service), in any case for actively traded U.S. Treasury securities having a maturity equal to the remaining term of those Securities as of the Redemption Date, or (ii) if such yields are not reported at that time or the yields reported as of that time are not ascertainable (including by way of interpolation), the Treasury constant maturities yields reported, for the latest day for which such yields have been so reported at that time, in (a) Federal Reserve Statistical Release H.15 (519) opposite the caption "U.S. government securities/Treasury bills/secondary market" (or any comparable successor publication) or (b) if not yet published at that time, H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such yield, opposite the caption "U.S. government securities/Treasury bills/secondary market," for actively traded U.S. Treasury securities having a constant maturity

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equal to the remaining term of those Securities as of such Redemption Date. Such implied yield will be determined, if necessary, by (x) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (y) interpolating linearly between (1) the actively traded U.S. Treasury security with a maturity closest to and greater than the remaining term of those Securities and (2) the actively traded U.S. Treasury security with a maturity closest to and less than the remaining term of those Securities.

If (x) the consummation of the St. Jude Medical Acquisition (as defined below) does not occur on or before December 31, 2017 (the "Extended Termination Date") or (y) Abbott notifies the Trustee that Abbott will not pursue the consummation of the St. Jude Medical Acquisition (the earlier of the date of delivery of such notice described in clause (y) and the Extended Termination Date, the "Special Mandatory Redemption Trigger Date"), Abbott will be required to redeem the Securities of this series then outstanding (such redemption, the "Special Mandatory Redemption") at a Redemption Price equal to 101% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest, if any, to, but excluding the Special Mandatory Redemption Date (as defined below) (the "Special Mandatory Redemption Price").

In the event that Abbott becomes obligated to redeem Securities of this series pursuant to the Special Mandatory Redemption, Abbott will promptly, and in any event not more than ten Business Days after the Special Mandatory Redemption Trigger Date, deliver notice to the Trustee of the Special Mandatory Redemption and the date upon which such Securities will be redeemed (the "Special Mandatory Redemption Date," which date shall be no later than the third Business Day following the date of such notice) together with a notice of Special Mandatory Redemption for the Trustee to deliver to each registered Holder of Securities to be redeemed. The Trustee will then promptly mail, or deliver electronically if such Securities are held by any Depository (including, without limitation, DTC) in accordance with such Depository's customary procedures, such notice of Special Mandatory Redemption to each registered Holder of Securities to be redeemed at its registered address. Unless Abbott defaults in payment of the Special Mandatory Redemption Price, on and after such Special Mandatory Redemption Date, interest will cease to accrue on the Securities to be redeemed.



Notwithstanding the foregoing, installments of interest on the Securities of this series that are due and payable on Interest Payment Dates falling on or prior to the Special Mandatory Redemption Date will be payable on such Interest Payment Dates to the registered Holders as of the close of business on the relevant Regular Record Dates in accordance with this Security and the Indenture.

For purposes of the Special Mandatory Redemption provisions of this Security, the following term will be applicable:

“St. Jude Medical” means St. Jude Medical, Inc., a Minnesota corporation, and its successors.

“St. Jude Medical Acquisition” means the acquisition of St. Jude Medical by Abbott pursuant to the St. Jude Medical Transaction Agreement (as defined below).

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“St. Jude Medical Transaction Agreement” means that certain Agreement and Plan of Merger, dated as of April 27, 2016, by and among Abbott, St. Jude Medical, Vault Merger Sub, Inc. and Vault Merger Sub, LLC, as amended, supplemented, restated or otherwise modified from time to time.

The Securities of this series will not have the benefit of a sinking fund.

If an Event of Default with respect to Securities of this series at the time Outstanding occurs and is continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth therein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of any series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall, without the consent of the Holder of this Security, 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.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registerable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof. As provided in the

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Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

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.

*[The remainder of this page intentionally left blank.]*

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

Dated:                   , 2016

ABBOTT LABORATORIES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

TRUSTEE’S CERTIFICATE OF AUTHENTICATION

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

U.S. Bank National Association,  
*As Trustee*

By: \_\_\_\_\_  
*Authorized Officer*

\_\_\_\_\_

[Letterhead of Wachtell, Lipton, Rosen &amp; Katz]

November 22, 2016

Abbott Laboratories  
 100 Abbott Park Road  
 Abbott Park, Illinois  
 60064

Ladies and Gentlemen:

We have acted as special counsel to Abbott Laboratories, an Illinois corporation (the "Company"), in connection with the issuance and sale by the Company of \$2,850,000,000 aggregate principal amount of its 2.350% Notes due 2019 (the "2019 Notes"), \$2,850,000,000 aggregate principal amount of its 2.900% Notes due 2021 (the "2021 Notes"), \$1,500,000,000 aggregate principal amount of its 3.400% Notes due 2023 (the "2023 Notes"), \$3,000,000,000 aggregate principal amount of its 3.750% Notes due 2026 (the "2026 Notes"), \$1,650,000,000 aggregate principal amount of its 4.750% Notes due 2036 (the "2036 Notes") and \$3,250,000,000 aggregate principal amount of its 4.900% Notes due 2046 (the "2046 Notes") and together with the 2019 Notes, the 2021 Notes, the 2023 Notes, the 2026 Notes and the 2036 Notes, the "Notes"). The Notes were sold pursuant to a Pricing Agreement, dated November 17, between the Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc. and Morgan Stanley & Co. LLC, for themselves and as representatives of the several Underwriters named therein (the "Pricing Agreement"). The Notes were issued pursuant to the Prospectus Supplement, dated November 17, 2016 (the "Prospectus Supplement") and filed with the U.S. Securities and Exchange Commission (the "SEC") on November 18, 2016, and the Prospectus, dated March 5, 2015, that forms a part of the Company's registration statement on Form S-3 (File No. 333-202508), filed with the SEC on March 5, 2015 (the "Registration Statement") and which automatically became effective under the Securities Act of 1933, as amended (including the rules and regulations thereunder, the "Act"), upon filing pursuant to Rule 462(e) promulgated thereunder. The Notes were issued under that certain Indenture, dated as of March 10, 2015 (as supplemented and amended with respect to each series of the Notes by the terms thereof established, as applicable, pursuant to that certain Officers' Certificate pursuant to Sections 3.1 and 3.3 of the Indenture, dated as of the date hereof, the "Indenture"), between the Company and U.S. Bank National Association, as trustee (the "Trustee"). The Indenture and

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the form of Notes are filed as exhibits to the Company's Current Report on Form 8-K dated the date hereof (the "Form 8-K").

In rendering this opinion, we have examined and relied on the Registration Statement, the Indenture, the form of Notes and such corporate records and other documents, and we have reviewed such matters of law, as we have deemed necessary or appropriate. We have also conducted such investigations of fact and law as we have deemed necessary or advisable for purposes of this letter. In rendering this opinion, we have, with your consent, relied upon oral and written representations of officers of the Company and certificates of officers of the Company and public officials with respect to the accuracy of the factual matters addressed in such representations and certificates. In addition, in rendering this opinion we have, with your consent, assumed (a) the authenticity of original documents and the genuineness of all signatures, (b) the conformity to the originals of all documents submitted to us as copies, (c) each natural person signing any document reviewed by us had the legal capacity to do so, (d) each person signing in a representative capacity any document reviewed by us had authority to sign in such capacity, (e) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed, (f) that all Notes will be issued and sold in compliance with applicable federal and state securities laws, including applicable provisions of "blue sky" laws, and in the manner stated in the Registration Statement and the Prospectus Supplement and (g) the organizational documents of the Company, each as amended to the date hereof, will not have been amended from the date hereof in a manner that would affect the validity of the opinion rendered herein. We have also, with your consent, assumed that the execution, delivery and performance of the Indenture, the Notes and the Pricing Agreement (collectively, the "Transaction Documents") will not (i) violate, conflict with or result in a breach of, or require any consent under, the charters, bylaws or equivalent organizational documents of any party to such documents or the laws of the jurisdictions of organization or other applicable laws with respect to such parties, (ii) violate any requirement or restriction imposed by any order, writ, judgment, injunction, decree, determination or award of any court or governmental body having jurisdiction over any party to such documents or any of their respective assets or (iii) constitute a breach or violation of any agreement or instrument that is binding on any party to the Transaction Documents. We have also, with your consent, assumed that each party to the Transaction Documents (in the case of parties that are not natural persons) (other than the Company) has been duly organized and is validly existing and in good standing under its jurisdiction of organization, that each such party has the legal capacity, power and authority (corporate or otherwise) to enter into, deliver and perform its obligations thereunder (other than, with respect to the Company, the Notes) and that each of the Transaction Documents (other than, with respect to the Company, the Notes) constitutes the valid and binding obligation of all such parties, enforceable against them in accordance with its terms. As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others.

Based on the foregoing, and subject to the qualifications and limitations stated herein, we are of the opinion that the Notes, when authenticated by the Trustee in the manner provided in the Indenture and issued and delivered against payment of the purchase price therefor, will be valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

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The opinion set forth above is subject to the effects of (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, (b) general equitable principles (whether considered in a proceeding in equity or at law), (c) an implied covenant of good faith and fair dealing, (d) provisions of law that require that a judgment for money damages rendered by a court in the United States be expressed only in United States dollars, (e) limitations by any governmental authority that limit, delay or prohibit the making of payments outside the United States and (f) generally applicable laws that (i) provide for the enforcement of oral waivers or modifications where a material change of position in reliance thereon has occurred or provide that a course of performance may operate as a waiver, (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected, (iii) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification or contribution of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, gross negligence, recklessness, willful misconduct or unlawful conduct, (iv) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange, (v) may limit

the enforceability of provisions providing for compounded interest, imposing increased interest rates or late payment charges upon delinquency in payment or default or providing for liquidated damages or for premiums or penalties upon acceleration or (vi) limit the waiver of rights under usury laws. We express no opinion as to whether, or the extent to which, the laws of any particular jurisdiction apply to the subject matter hereof, including, without limitation, the enforceability of the governing law provision contained in the Notes or the Indenture. Furthermore, the manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. We express no opinion as to the effect of Section 210(p) of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

This letter is given on the basis of the law and the facts existing as of the date hereof. We assume no obligation to advise you of changes in matters of fact or law which may thereafter occur. Our opinion is based on statutory laws and judicial decisions that are in effect on the date hereof, and we do not opine with respect to any law, regulation, rule or governmental policy which may be enacted or adopted after the date hereof.

We are members of the bar of the State of New York, and we have not considered, and we express no opinion as to, the laws of any jurisdiction other than the laws of the State of New York and the Illinois Business Corporation Act (including the statutory provisions, and reported judicial decisions interpreting the foregoing), in each case as in effect on the date hereof (the “Relevant Laws”). We express no opinion as to the laws of any jurisdiction other than the Relevant Laws that a New York lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Company, the Transaction Documents or the transactions governed by the Transaction Documents. Without limiting the generality of the foregoing definition of Relevant Laws, the term “Relevant Laws” does not include any law, rule or regulation that is applicable to the Company or the Transaction Documents or such transactions solely because such law, rule or regulation is part of a regulatory

regime applicable to any party to any of the Transaction Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

We hereby consent to the filing of copies of this opinion as an exhibit to the Form 8-K, and to the references therein to us. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Wachtell, Lipton, Rosen & Katz