
**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**

April 24, 2009

Date of Report (Date of earliest event reported)

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

(IRS Employer
Identification No.)

100 Abbott Park Road

Abbott Park, Illinois 60064-6400

(Address of principal executive offices)(Zip Code)

Registrant's telephone number, including area code: **(847) 937-6100**

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

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 24, 2009, Abbott's shareholders approved the adoption of the Abbott Laboratories 2009 Incentive Stock Program (the "2009 Program") at the annual meeting of shareholders. The 2009 Program was adopted by Abbott's Board of Directors on December 12, 2008, subject to shareholder approval at the annual meeting. The 2009 Program replaces the Abbott Laboratories 1996 Incentive Stock Program, as amended and restated (the "1996 Program"), under which Abbott makes all of its equity-related incentive compensation awards.

The 2009 Program, which is administered by the Compensation Committee of Abbott's Board of Directors, permits Abbott to grant nonqualified stock options, restricted stock awards, restricted stock units, performance awards, other share-based awards (including stock appreciation rights, dividend equivalents and recognition awards), awards to non-employee directors, and awards to employees of Abbott and its subsidiaries who reside in foreign jurisdictions. Subject to adjustment in the event of changes in capitalization, the maximum number of Abbott common shares that may be issued under the 2009 Program is 175,000,000, plus shares authorized but unissued under the 1996 Program and any shares subject to awards previously granted under the 1996 Program that for any reason cease to be subject to such awards (for example, awards that expire unexercised). The 2009 Program has a term of ten years.

For a more detailed description of the 2009 Program, see pages 37 through 40 of Abbott's Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on March 16, 2009. The foregoing description of the 2009 Program is qualified in its entirety by the full text of the 2009 Program, which was included as Exhibit B to the proxy statement and is incorporated by reference into this Current Report on Form 8-K as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits

Exhibit No.

Exhibit

10.1	Abbott Laboratories 2009 Incentive Stock Program (incorporated by reference to Exhibit B of Abbott's Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on March 16, 2009).
10.2	Form of Non-Employee Director Non-Qualified Stock Option Agreement.
10.3	Form of Non-Employee Director Restricted Stock Unit Agreement.

10.4	Form of Non-Employee Director Non-Qualified Replacement Stock Option Agreement.
10.5	Form of Non-Qualified Stock Option Agreement (ratably vested).
10.6	Form of Non-Qualified Replacement Stock Option Agreement.
10.7	Form of Performance Restricted Stock Agreement.
10.8	Form of Restricted Stock Agreement (ratably vested).
10.9	Form of Restricted Stock Agreement (cliff vested).
10.10	Form of Performance Restricted Stock Agreement (annual performance based).
10.11	Form of Performance Restricted Stock Agreement (interim performance based).
10.12	Form of Restricted Stock Unit Agreement (cliff vested).
10.13	Form of Restricted Stock Unit Agreement (ratably vested).

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: April 24, 2009

By: /s/ Thomas C. Freyman
Thomas C. Freyman
Executive Vice President, Finance and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	Abbott Laboratories 2009 Incentive Stock Program (incorporated by reference to Exhibit B of Abbott's Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on March 16, 2009).
10.2	Form of Non-Employee Director Non-Qualified Stock Option Agreement.
10.3	Form of Non-Employee Director Restricted Stock Unit Agreement.
10.4	Form of Non-Employee Director Non-Qualified Replacement Stock Option Agreement.
10.5	Form of Non-Qualified Stock Option Agreement (ratably vested).
10.6	Form of Non-Qualified Replacement Stock Option Agreement.
10.7	Form of Performance Restricted Stock Agreement.
10.8	Form of Restricted Stock Agreement (ratably vested).
10.9	Form of Restricted Stock Agreement (cliff vested).
10.10	Form of Performance Restricted Stock Agreement (annual performance based).

10.11	Form of Performance Restricted Stock Agreement (interim performance based).
10.12	Form of Restricted Stock Unit Agreement (cliff vested).
10.13	Form of Restricted Stock Unit Agreement (ratably vested).

ABBOTT LABORATORIES
NON-EMPLOYEE DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENT

Abbott Laboratories (the "Company") hereby grants to «First_Name» «MI» «Last_Name», a Non-Employee Director of the Company (the "Director"), a Non-Qualified Stock Option (the "Option") to purchase from time to time all or any part of a total of «NQSOs» Shares subject to this Option, at the price of \$«Option_Price» per Share, such price being not less than 100% of the Fair Market Value of the Shares on the date hereof (the "Exercise Price"), under the terms and conditions set forth in this Non-Qualified Stock Option Agreement (the "Agreement").

This Option is granted this «Grant_Day» day of «Grant_Month», 20 under the Company's 2009 Incentive Stock Program (the "Program"). This Agreement incorporates and is subject to the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Option are as follows:

1. This Option may, but need not, be exercised in installments, but may not under any circumstances be exercised on or after the tenth (10th) anniversary of the grant date.
2. In the event of death of the holder of the Option, this Option may be exercised within the term of the Option and only by the executor or administrator of the estate of the holder of the Option or the person or persons to whom rights under the Option have passed by will or the laws of descent and distribution, subject to Section 3 below.
3. This Option is not transferable otherwise than (i) by will or the laws of descent and distribution or (ii) by the Director as a gift to the Director's spouse, child or grandchild (the Director's "Immediate Family") or to a family trust, a family partnership, a family limited liability company, or a similar arrangement for the benefit of members of the Director's Immediate Family. It may not be assigned, transferred (except as aforesaid), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be subject to execution, attachment or similar process. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of this Option contrary to the provisions hereof, and the levy of any attachment or similar process upon this Option, shall be null and void and without effect.
4. This Option may be exercised only by delivering to the Secretary or other designated employee of the Company a written notice of exercise, specifying the number of Shares with respect to which the Option is then being exercised, and accompanied by payment of the full Exercise Price of the Shares being purchased in cash, or by the surrender of other Shares of the Company having a then fair market value equal to the Exercise Price, or, by the delivery of a properly executed exercise notice together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the

1

amount of sale or loan proceeds to pay the Exercise Price, or a combination thereof, plus payment in cash or, by withholding or delivery of Shares, of the full amount of any taxes which are to be withheld and paid with respect to such exercise, and in the event the Option is being exercised by a person or persons other than the Director, such appropriate tax clearances, proof of the right of such person or persons to exercise the Option, and other pertinent data as the Company may deem necessary.

5. The Company shall not be required to issue or deliver any Shares purchased upon any exercise pending compliance with all applicable federal and state securities and other laws (including any registration requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
6. The Option is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that this Agreement is subject to Code Section 409A and fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Director's consent, amend the Agreement to cause it to comply with Code Section 409A or be exempt from Code Section 409A.
7. In the event there is a change in the number of issued Shares without new consideration to the Company (such as by stock dividends or stock split-ups), then (i) the number of Shares at the time unexercised under this Option shall be changed in proportion to such change in issued Shares; and (ii) the Exercise Price for the unexercised portion of the Option shall be adjusted so that the aggregate consideration payable to the Company upon the purchase of all Shares not theretofore purchased shall not be changed.

If the outstanding Shares shall be combined, or be changed into another kind of stock of the Company or into securities of another corporation, whether through recapitalization, reorganization, sale, merger, consolidation, etc., the Company shall cause adequate provision to be made whereby the person or persons entitled to exercise this Option shall thereafter be entitled to receive, upon due exercise of any portion of the Option, the securities which that person would have been entitled to receive for Shares acquired through exercise of the same portion of such Option immediately prior to the effective date of such recapitalization, reorganization, sale, merger, consolidation, spin-off, etc. If appropriate, due adjustment shall be made in the per share or per unit price of the securities purchased on exercise of this Option following said recapitalization, reorganization, sale, merger, consolidation, spin-off, etc.

8. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Director and the Director's Representative.

2

9. The Director may satisfy any federal, state, local or foreign taxes arising from any transaction related to the exercise of the Option by (i) tendering a cash payment, (ii) having the Company withhold Shares from the Option exercised to satisfy the minimum applicable withholding tax, (iii) tendering Shares received in connection with the Option back to the Company, or (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld. The Company shall have the right and is hereby authorized to withhold from the Shares transferable to the Director upon any exercise of the Option or from any other compensation or other amount owing to the Director such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds from the Shares for tax purposes, the Director is deemed to have been issued the full number of Shares subject to the Option, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying any such taxes, requirements and withholding obligations.
10. For purposes of this Agreement, "Personal Data" shall mean certain personal information about the Director held by the Company and its Subsidiaries, including, but not limited to, the Director's name, home address and telephone number, date of birth, Social Security Number or other Director Identification Number, salary, nationality, job title, the number of Shares (if any) owned by the Director, whether the Director is a member of the Board of Directors of the Company or of any of its Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Director's favor for the purpose of managing and administering the Program or this Option. The Option granted hereunder shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this Agreement is invalid, illegal, or incapable of being enforced under any applicable law or regulation governing data privacy, including the privacy laws and regulations of the European Economic Area, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

By accepting the Option, the Director voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data as described in this Section, in electronic or other form. The Director is not obligated to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the Director's ability to participate in the Program. The Director understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Director's participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United

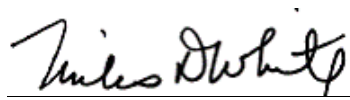
3

States and the recipients' country (e.g., the United States) may have different privacy laws and protections than the Director's country. The Director understands that the Director may request a list with the names and addresses of any potential recipients of Personal Data by contacting the Secretary of the Company. The Director hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Director's participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Director's behalf to a broker or other third party with whom the Director may elect to deposit any Shares acquired pursuant to the Program. The Director understands that Personal Data may be held only as long as is necessary to implement, administer and manage the Director's participation in the Program. The Director may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to such data. The Director may, at any time, withdraw the consents herein in writing, in any case without cost, by contacting the Company; however, withdrawing such consent may affect such Director's ability to participate in the Program.

11. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By 
Miles D. White
Chairman and Chief Executive Officer

4

ABBOTT LABORATORIES
NON-EMPLOYEE DIRECTOR RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (the "Agreement"), made on «DateAwarded» (the "Grant Date"), between Abbott Laboratories, an Illinois corporation (the "Company"), and «Name» (the "Director"), provides for the grant by the Company to the Director of a Restricted Stock Unit Award (the "Award") under the Company's 2009 Incentive Stock Program (the "Program"). This Agreement incorporates and is subject to the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Grant of Units.** Pursuant to Section 12 of the Program, the Company has granted to the Director the right to receive «NoShares12345» Shares (the "Restricted Stock Units" or "Units" as used herein) upon the Termination Event (as defined in Section 4 below). The Shares shall be issued from the Company's available treasury shares. Prior to the Termination Event, (a) the Director shall not be treated as a shareholder as to those Shares, and shall only have a contractual right to receive them, unsecured by any assets of the Company or its Subsidiaries; (b) the Director shall not be permitted to vote the Units; and (c) the Director's right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program. The Units shall be subject to all of the restrictions hereinafter set forth.
2. **Rights to Dividends.** The Director shall be entitled to receive cash payments equal to the dividends and distributions paid on Shares underlying the Restricted Stock Units ("Dividend Equivalents") (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent as if each Unit was a Share, and those Shares were not subject to the restrictions imposed by this Agreement and the Program, provided that the record date with respect to such dividend or distribution occurs within the period commencing with the Grant Date and ending upon the date of the Termination Event (the "Restricted Period").
3. **Restrictions.** The Units shall be fully vested as of the Grant Date, provided, however, that the Units will be subject to the following restrictions (the "Restrictions") during the Restricted Period:
 - (a) The Units may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of.
 - (b) Any additional Shares or other securities or property issued with respect to Shares covered by the Units as a result of any stock split,

1

combination, stock dividend or recapitalization, shall be subject to the Restrictions and other provisions of the Program and this Agreement.

- (c) The Director shall not be entitled to receive any Shares prior to completion of all actions deemed appropriate by the Company to comply with federal or state securities laws and stock exchange requirements.
4. **Termination Event.** The Restrictions shall lapse and have no further force or effect upon the earliest of the following events (the "Termination Event"):
 - (a) The date the Director terminates from the Board of Directors of the Company, including due to retirement;
 - (b) The date the Director dies; or
 - (c) The date of occurrence of a Change in Control (as defined in the Program); provided that the event constituting a Change in Control is also a "change in control event", as such term is defined in Treasury Regulation § 1.409A-3(i)(5).
5. **Withholding Taxes.** The lapse of the Restrictions on the Units pursuant to Section 4 above and the delivery of the Shares shall be conditioned on the Director or the Director's executor, administrator, personal representative or heirs ("Representative") having made appropriate arrangements with the Company to provide for the withholding of any taxes as may be required to be withheld by federal, state or local law with respect to such lapse or delivery.
6. **Section 409A.** To the extent applicable, it is intended that this Agreement comply with, or be exempt from, the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Code Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Code Section 409A). Notwithstanding anything contained herein to the contrary, for all purposes of this Agreement, the Director shall not be deemed to have had a termination of service unless the Director has incurred a separation from service as defined in Treasury Regulation § 1.409A-1(h) and, to the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, amounts that would otherwise be payable pursuant to the Agreement during the six-month period immediately following the Director's termination of service (including retirement) shall instead be paid on the first business day after the date that is six months following the Director's termination of service (or upon the Director's death, if earlier).
7. **Payment of Dividend Equivalents.** For purposes of compliance with the requirements of Code Section 409A, the specified date of paying any

2

Dividend Equivalents to which a Director is entitled under Section 1 is the year in which the associated dividends or distributions are paid on the underlying Shares. This Section 7 shall not create or expand any rights to Dividend Equivalents.

8. **Data Privacy.** This grant of Units shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this option is invalid, illegal, or incapable of being enforced under any applicable law or regulation governing data privacy, including the privacy laws and regulations of the European Economic Area, all other conditions and provisions of the Units shall nevertheless remain in full force and effect. By accepting this grant, the Director voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data (defined below) as described in this paragraph, in electronic or other form. The Director is not obliged to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the Director's ability to participate in the Program. The Director understands that the Company and its Subsidiaries hold certain personal information about the Director, including, but not limited to, the Director's name, home address and telephone number, date of birth, social security number or other Director identification number, salary, nationality, job title, the number of Shares (if any) owned by the Director, whether the Director is a member of the Board of Directors of the Company or of any of its Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Director's favor for the purpose of managing and administering the Program or this grant (collectively "Personal Data"). The Director understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Director's participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States and the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Director's country. The Director understands that the Director may request a list with the names and addresses of any potential recipients of the Personal Data by contacting the Secretary of the Company. The Director hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Director's participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Director's behalf to a broker or other third party with whom the Director may elect to deposit any Shares acquired pursuant to the Program. The Director understands that Personal Data will be held only as long as is


3

necessary to implement, administer and manage the Director's participation in the Program. The Director may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to it. The Director may, at any time, withdraw the consents herein, in any case without cost, in writing by contacting the Company; however, withdrawing the Director's consent may affect the Director's ability to participate in the Program.

9. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Director and the Director's Representative.
10. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By 
Miles D. White
Chairman and Chief Executive Officer

4

ABBOTT LABORATORIES
NON-EMPLOYEE DIRECTOR NON-QUALIFIED REPLACEMENT STOCK OPTION AGREEMENT

Abbott Laboratories (the “Company”) hereby grants to «First_Name» «MI» «Last_Name», a Non-Employee Director of the Company (the “Director”), a Non-Qualified Replacement Stock Option (the “Option”) to purchase from time to time all or any part of a total of «NQSOS» Shares subject to this Option, at the price of \$«Option_Price» per Share, such price being not less than 100% of the Fair Market Value of the Shares on the date hereof (the “Exercise Price”), under the terms and conditions set forth in this Non-Qualified Replacement Stock Option Agreement (the “Agreement”), and is granted with respect to an Option (the “Original Option”), the original term of which was set to expire on «Expiration_Date» (the “Expiration Date”).

This Option is granted this «Grant_Day» day of «Grant_Month», 20 , under the Company’s 2009 Incentive Stock Program (the “Program”). This Agreement incorporates and is subject to the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Option are as follows:

1. This Option may, but need not, be exercised in installments, but only within the time periods and subject to the conditions described below. This Option may be exercised only after six months have elapsed from the date of its grant. In no event shall this Option be exercisable on or after the date on which the Original Option would have terminated or at any other time when the Original Option would not have been exercisable.
2. In the event of death of the holder of the Option, this Option may be exercised within the term of the Option and only by the executor or administrator of the estate of the holder of the Option or the person or persons to whom rights under the Option have passed by will or the laws of descent and distribution, subject to Section 3 below.
3. This Option is not transferable otherwise than (i) by will or the laws of descent and distribution or (ii) by the Director as a gift to the Director’s spouse, child or grandchild (the Director’s “Immediate Family”) or to a family trust, a family partnership, a family limited liability company, or a similar arrangement for the benefit of members of the Director’s Immediate Family. It may not be assigned, transferred (except as aforesaid), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be subject to execution, attachment or similar process. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of this Option contrary to the provisions hereof, and the levy of any attachment or similar process upon this Option, shall be null and void and without effect.

1

-
4. This Option may be exercised only by delivering to the Secretary or other designated employee of the Company a written notice of exercise, specifying the number of Shares with respect to which the Option is then being exercised, and accompanied by payment of the Exercise Price of the Shares being purchased in cash, or by the surrender of other Shares of the Company having a then fair market value equal to the Exercise Price, or, by the delivery of a properly executed exercise notice together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds to pay the Exercise Price, or a combination thereof, plus payment in cash or, by withholding or delivery of Shares, of the full amount of any taxes which are to be withheld and paid with respect to such exercise, and in the event the Option is being exercised by a person or persons other than the Director, such appropriate tax clearances, proof of the right of such person or persons to exercise the Option, and other pertinent data as the Company may deem necessary.
 5. The Company shall not be required to issue or deliver any Shares purchased upon any exercise pending compliance with all applicable federal and state securities and other laws (including any registration requirements) and compliance with the rules and practices of any stock exchange upon which the Company’s Shares are listed.
 6. The Director may satisfy any federal, state, local or foreign taxes arising from any transaction related to the exercise of the Option by (i) tendering a cash payment, (ii) having the Company withhold Shares from the Option exercised to satisfy the minimum applicable withholding tax, (iii) tendering Shares received in connection with the Option back to the Company, or (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld. The Company shall have the right and is hereby authorized to withhold from the Shares transferable to the Director upon any exercise of the Option or from any other compensation or other amount owing to the Director such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds from the Shares for tax purposes, the Director is deemed to have been issued the full number of Shares subject to the Option, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying any such taxes, requirements and withholding obligations.
 7. The Option is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that this Agreement is subject to Code Section 409A and fails to comply with that section’s requirements, the Company may, at the Company’s sole discretion, and without the Director’s consent, amend the Agreement to cause it to comply with Code Section 409A or be exempt from Code Section 409A.
 8. In the event there is a change in the number of issued Shares without new consideration to the Company (such as by stock dividends or stock split-ups), then (i) the number of Shares at the time unexercised under this

2

Option shall be changed in proportion to such change in issued Shares; and (ii) the Exercise Price for the unexercised portion of the Option shall be adjusted so that the aggregate consideration payable to the Company upon the purchase of all Shares not theretofore purchased shall not be changed.

If the outstanding Shares shall be combined, or be changed into another kind of stock of the Company or into securities of another corporation, whether through recapitalization, reorganization, sale, merger, consolidation, etc., the Company shall cause adequate provision to be made whereby the person or persons entitled to exercise this Option shall thereafter be entitled to receive, upon due exercise of any portion of the Option, the securities which that person would have been entitled to receive for Shares acquired through exercise of the same portion of such Option immediately prior to the effective date of such recapitalization, reorganization, sale, merger, consolidation, spin-off, etc. If appropriate, due adjustment shall be made in the per share or per unit price of the securities purchased on exercise of this Option following said recapitalization, reorganization, sale, merger, consolidation, spin-off, etc.

9. In the event the purchase price of the Shares covered by this Option or any taxes due on its exercise are paid by the surrender of other Shares or, for payment of withholding taxes, by withholding of Shares, the Director will be granted an Option (the "Replacement Option") to purchase a number of Shares equal to the number of Shares surrendered and/or withheld, provided the then fair market value of the Shares covered by this Option is at least twenty-five percent (25%) higher than such purchase price. The purchase price under the Replacement Option will be the fair market value of the Shares covered by the Replacement Option as of the grant date of the Replacement Option. The Replacement Option will be a non-qualified stock option, first exercisable six (6) months from the Replacement Option grant date, with a term equal to the remainder of the term of the Original Option. An additional Replacement Option will not be granted upon the exercise of a previously issued Replacement Option if that previously granted Replacement Option is exercised in the same calendar year that it was granted.
10. For purposes of this Agreement, "Personal Data" shall mean certain personal information about the Director held by the Company and its Subsidiaries, including, but not limited to, the Director's name, home address and telephone number, date of birth, Social Security Number or other Director Identification Number, salary, nationality, job title, the number of Shares (if any) owned by the Director, whether the Director is a member of the Board of Directors of the Company or of any of its Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Director's favor for the purpose of managing and administering the Program or this Option. The Option granted hereunder shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this Agreement is invalid, illegal, or incapable of being enforced under any applicable law or regulation

3

governing data privacy, including the privacy laws and regulations of the European Economic Area, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

By accepting the Option, the Director voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data as described in this Section, in electronic or other form. The Director is not obligated to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the Director's ability to participate in the Program. The Director understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Director's participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States and the recipients' country (e.g., the United States) may have different privacy laws and protections than the Director's country. The Director understands that the Director may request a list with the names and addresses of any potential recipients of Personal Data by contacting Secretary of the Company. The Director hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Director's participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Director's behalf to a broker or other third party with whom the Director may elect to deposit any Shares acquired pursuant to the Program. The Director understands that Personal Data may be held only as long as is necessary to implement, administer and manage the Director's participation in the Program. The Director may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to such data. The Director may, at any time, withdraw the consents herein in writing, in any case without cost, by contacting the Company; however, withdrawing such consent may affect such Director's ability to participate in the Program.

11. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Director and the Director's Representative.
12. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such

4

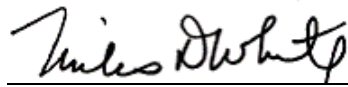
provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

A handwritten signature in black ink, reading "Miles D. White". The signature is written in a cursive, flowing style. Below the signature is a solid black horizontal line.

Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
NON-QUALIFIED STOCK OPTION AGREEMENT**

Abbott Laboratories (the "Company") hereby grants to «First Name» «MI» «Last Name», «Employee ID» (the "Employee"), a Non-Qualified Stock Option (the "Option") to purchase from time to time all or any part of a total of «NQSOS» Shares subject to this Option, at the price of \$«Option_Price» per Share, such price being not less than 100% of the Fair Market Value of the Shares on the date hereof (the "Exercise Price"), under the terms and conditions set forth in this Non-Qualified Stock Option agreement (the "Agreement").

This Option is granted this «Grant_Day» day of «Grant_Month», 20 under the Company's 2009 Incentive Stock Program (the "Program") for the purpose of furnishing to the Employee an appropriate incentive to improve operations and increase profits and encouraging the Employee to continue employment with the Company and its Subsidiaries. This Agreement incorporates, and is subject to, the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Option are as follows:

1. Grant of the Option. The terms and conditions of the Option granted to the Employee are set forth below.
 2. Vesting. Subject to Sections 4 and 5, the Option shall vest and become exercisable as follows: (i) on the first anniversary of the Grant Date, one-third of the total number of shares covered by the Option may be purchased; (ii) on the second anniversary of the Grant Date two-thirds of the total number of Shares covered by the Option may be purchased; and (iii) on the third anniversary of the Grant Date, the Option shall be exercisable in full. In the event of termination of employment, the number of Shares which may be purchased pursuant to this Section 2 shall be determined as if the Employee continued to be employed by the Company during the periods referred to in Section 4 of this Agreement. The right to purchase shall cumulate so that Shares may be purchased at any time after becoming eligible for purchase until the termination of the Option.
 3. Exercise of the Option. The Option may be exercised in installments, but may be exercised only to the extent, pursuant to the methods, and within the time periods described below.
 - (a) Term of Option. Subject to the provisions of Sections 4 and 5, the Employee may exercise all or a portion of the vested Option at any time prior to the tenth (10th) anniversary of the Grant Date (the "Expiration Date"); provided that the Option may be exercised with respect to whole Shares only. In no event shall the Option be exercisable on or after the Expiration Date.
-
- (b) Exercise by Employee Only. Except as provided below, during the lifetime of the Employee, the Option granted hereunder may be exercised only by the Employee and only while the Employee is in the employ of the Company or any of its Subsidiaries.
 - (c) Method of Exercise. The Option may be exercised only by (i) delivering to the Secretary or other designated employee or agent of the Company, a written, electronic, or telephonic notice of exercise, specifying the number of Shares with respect to which the Option is then being exercised, and by payment of the full Exercise Price of the Shares being purchased in cash, or with other Shares held by the Employee having a then fair market value equal to the Exercise Price, (ii) by the delivery of a properly executed exercise notice together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds to pay the Exercise Price, or (iii) a combination thereof, plus, in each case, payment of the full amount of any taxes which the Company believes are required to be withheld and paid with respect to such exercise. In the event the Option is being exercised by a person or persons other than the Employee, such person(s) shall furnish the appropriate tax clearances, proof of the right of such person(s) to exercise the Option, and other pertinent data as the Company may deem necessary.
 - (d) Method of Payment of Taxes; Withholding. The Employee may satisfy any federal, state, local or foreign taxes arising from any transaction related to the exercise of the Option by (i) tendering a cash payment, (ii) having the Company withhold Shares from the Option exercised to satisfy the minimum applicable withholding tax, (iii) tendering Shares received in connection with the Option back to the Company, or (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld. The Company shall have the right and is hereby authorized to withhold from the Shares transferable to the Employee upon any exercise of the Option or from any other compensation or other amount owing to the Employee such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds from the Shares for tax purposes, the Employee is deemed to have been issued the full number of Shares subject to the Option, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying any such taxes, requirements and withholding obligations.
 4. Termination of Employment.
 - (a) Termination Prior to First Anniversary of Grant Date. Termination of the Employee's employment with the Company and its Subsidiaries before the first anniversary of the Grant Date will terminate all rights under the Option, unless such termination is for
-

reason of retirement, disability or death, or for reason other than retirement, disability or death and the first anniversary of the Grant Date occurs within the three (3) month period described in Section 4(b) below.

- (b) Termination for Reason Other than Retirement, Disability or Death. Subject to Section 5 below, if the Employee's employment with the Company and its Subsidiaries terminates for any reason other than retirement, disability or death, the Option shall be exercisable

to the extent permitted by Section 2 within three (3) months after the Employee's effective date of termination. To the extent the Option is not exercised prior to the Expiration Date, it shall be deemed canceled and forfeited.

- (c) Termination by Reason of Retirement. Subject to Section 5 below, if the Employee terminates employment by reason of retirement, this Option may be exercised prior to the Expiration Date by the Employee to the extent permitted under Section 2. To the extent the Option is not exercised prior to the Expiration Date, it shall be deemed canceled and forfeited.
- (d) Termination by Reason of Disability. Subject to Section 5 below, if the employment of the Employee with the Company and its Subsidiaries terminates due to disability, this Option may be exercised prior to the Expiration Date by the Employee to the extent permitted under Section 2. To the extent the Option is not exercised prior to the Expiration Date, it shall be deemed canceled and forfeited.
- (e) Death of the Employee.
 - i. *Death During Employment.* In the event of the death of the Employee during employment, this Option may be exercised to the extent permitted under Section 2 prior to the Expiration Date; and provided further that this Option may only be exercised by the executor or administrator of the estate of the Employee or the person or persons to whom rights under the Option have passed by will or the laws of descent and distribution. To the extent the Option is not exercised prior to the Expiration Date, it shall be deemed canceled and forfeited.
 - ii. *Death During the Three-Month Period After Termination for Reason other than Retirement, Disability or Death.* In the event of the death of the Employee during the three (3) month period after termination for reason other than retirement, disability or death referred to in Section 4(b) above, then the Option shall be exercisable to the extent permitted by Section 2 for a three (3) month period after the date of death, but in no event shall such Option be exercised on or after the Expiration Date. An Option shall only be exercised by the executor or administrator of the estate of the Employee or the person or persons to whom rights

under the Option have passed by will or the laws of descent and distribution.

- iii. *Death During the Period After Retirement or Termination Due to Disability.* In the event of the death of the Employee after such Employee's termination due to retirement or disability as set forth in Sections 4(c) or 4(d) above, then the Option shall be exercisable to the extent permitted by Section 2 through the Expiration Date. An Option may only be exercised by the executor or administrator of the estate of the Employee or the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution. To the extent the Option is not exercised prior to the Expiration Date, it shall be deemed canceled and forfeited.

5. Effect of Certain Bad Acts

- (a) Notwithstanding anything to the contrary contained in this Agreement, the Option shall immediately terminate, if, in the sole opinion and discretion of the Committee or its delegate, the Employee (i) engages in a material breach of the Company's code of business conduct; (ii) commits an act of fraud, embezzlement, or theft in connection with the Employee's duties or in the course of employment; or (iii) wrongfully discloses secret processes or confidential information of the Company or its Subsidiaries.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the Option shall immediately terminate in the event the Employee engages, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business during employment or within twelve (12) months after the date of termination or retirement which, in the sole opinion and discretion of the Committee or its delegate, is competitive with the Company or any of its Subsidiaries.

6. No Right to Continued Employment. Neither the Program nor this Agreement shall confer upon the Employee the right to continue in the employ or service of the Company or any Subsidiary, to be entitled to any remuneration or benefits not set forth in the Program or this Agreement or other agreement, or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate the Employee's employment or service or to exercise any of the other rights of the Company or its Subsidiaries under the Agreement.

7. No Right to Compensation.

- (a) Neither this Option, Shares issued upon its exercise, any excess of market value over Exercise Price, nor any other rights, benefits, values or interest resulting from the granting of this Option shall be considered as compensation for purposes of any pension or retirement plan, insurance plan, investment or stock purchase plan, or any other employee benefit plan of the Company or any of its Subsidiaries;

-
- (b) The grant of an Option under the Program does not create any contractual or other right to receive additional Option grants or other Program benefits in the future. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Option grants, if any, and their terms and conditions, will be at the sole discretion of the Committee or its delegate. Unless expressly provided by the Company in writing, any value associated with an Option granted under the Program is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

8. Transferability. Except as otherwise provided by the Committee or its delegate, the Option is not transferable otherwise than by will or the laws of descent and distribution and is exercisable during the Employee's lifetime only by the Employee or the Employee's guardian or legal representative. It may not be assigned, transferred (except by will or the laws of descent and distribution), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be subject to execution, attachment, or similar process. Any attempt at assignment,

transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions hereof, and the levy of any attachment or similar process upon such Option, shall be null and void and without effect.

9. Data Privacy.

- (a) For purposes of this Agreement, "Personal Data" shall mean certain personal information about the Employee held by the Company and its Subsidiaries, including, but not limited to, the Employee's name, home address and telephone number, date of birth, Social Security Number or other Employee Identification Number, salary, nationality, job title, the number of Shares (if any) owned by the Employee, whether the Employee is a member of the Board of Directors of the Company or of any of its Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor for the purpose of managing and administering the Program or this Option. The Option granted hereunder shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this Agreement is invalid, illegal, or incapable of being enforced under any applicable law or regulation governing data privacy, including the privacy laws and regulations of the European Economic Area, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

- (b) By accepting the Option, the Employee voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data as described in this Section, in electronic or other form. The Employee is not obligated to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the Employee's ability to participate in the Program. The Employee understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States and the recipients' country (e.g., the United States) may have different privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of Personal Data by contacting the local human resources representatives. The Employee hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee's participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program. The Employee understands that Personal Data may be held only as long as is necessary to implement, administer and manage the Employee's participation in the Program. The Employee may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to such data. The Employee may, at any time, withdraw the consents herein in writing, in any case without cost, by contacting the Company; however, withdrawing such consent may affect such Employee's ability to participate in the Program.

10. Compliance with Applicable Laws and Regulations. Notwithstanding any other provision of the Program or this Agreement to the contrary, the Company shall not be required to issue or deliver any Shares purchased upon any exercise pending compliance with all applicable federal and state securities and other laws (including any registration requirements) and compliance with the rules and practices of any stock exchange upon which the Shares are listed.

11. Code Section 409A. The Option is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that this Agreement is subject to Code Section 409A and fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend the Agreement to cause it to comply with Code Section 409A or be exempt from Code Section 409A.
12. Succession. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee and the Employee's Representative.
13. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By



Miles D. White

ABBOTT LABORATORIES
NON-QUALIFIED REPLACEMENT STOCK OPTION AGREEMENT

Abbott Laboratories (the "Company") hereby grants to «First Name» «MI» «Last Name», «Employee ID» (the "Employee"), a Non-Qualified Replacement Stock Option (the "Option") to purchase from time to time all or any part of a total of «NQSs» Shares subject to this Option, at the price of \$«Option_Price» per Share, such price being not less than 100% of the Fair Market Value of the Shares on the date hereof (the "Exercise Price"), under the terms and conditions set forth in this Non-Qualified Stock Option Agreement (the "Agreement") and is granted with respect to an Option (the "Original Option"), the original term of which was set to expire on «Expiration_Date» (the "Expiration Date").

This Option is granted this «Grant_Day» day of «Grant_Month», 20 , under the Company's 2009 Incentive Stock Program (the "Program") for the purpose of furnishing to the Employee an appropriate incentive to improve operations and increase profits and encouraging the Employee to continue employment with the Company and its Subsidiaries. This Agreement incorporates, and is subject to, the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Option are as follows:

1. This Option may, but need not, be exercised in installments, but only within the time periods and subject to the conditions described below. This Option may be exercised only after six months have elapsed from the date of its grant. In no event shall this Option be exercisable on or after the date on which the Original Option would have terminated or at any other time when the Original Option would not have been exercisable.
2. Subject to Paragraphs 4 and 5, if the employee's employment with the Company and its Subsidiaries terminates before six months have elapsed from the date of this Option's grant, then the determination of whether and upon what conditions this Option may be exercised shall be made pursuant to the provisions that would have governed the exercise of the Original Option in the event the Employee's employment had terminated before the Original Option became exercisable.
3. Subject to Paragraphs 4 and 5, if the Employee's employment with the Company and its Subsidiaries terminates after six months have elapsed from the date of this Option's grant, then the determination of whether and upon what conditions this Option may be exercised shall be made pursuant to the provisions that would have governed the exercise of the Original Option in the event the Employee's employment had terminated after the Original Option became exercisable.
4. Notwithstanding Paragraphs 2 and 3, this Option shall immediately terminate in the event the Employee engages, directly or indirectly for the benefit of the Employee or others, in any activity, employment or business during

1

employment or within twelve (12) months after the date of termination or retirement which, in the sole opinion and discretion of the Committee or its delegate, is competitive with the Company or any of its Subsidiaries.

5. Notwithstanding Paragraphs 2 and 3, these Options shall immediately terminate, if in the sole opinion and discretion of the Committee or its delegate, the Employee (a) engages in a material breach of the Company's code of business conduct; (b) commits an act of fraud, embezzlement or theft in connection with the Employee's duties or in the course of employment; or (c) wrongfully discloses secret processes or confidential information of the Company or its Subsidiaries.
6. Neither the Program nor this Agreement shall confer upon the Employee the right to continue in the employ or service of the Company or any Subsidiary, to be entitled to any remuneration or benefits not set forth in the Program or this Agreement or other agreement, or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate the Employee's employment or service or to exercise any of the other rights of the Company or its Subsidiaries under the Agreement.
7. Except as otherwise provided by the Committee or its delegate, the Option is not transferable otherwise than by will or the laws of descent and distribution and is exercisable during the Employee's lifetime only by the Employee or the Employee's guardian or legal representative. It may not be assigned, transferred (except by will or the laws of descent and distribution), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions hereof, and the levy of any attachment or similar process upon such Option, shall be null and void and without effect.
8. The Option may be exercised only by (i) delivering to the Secretary or other designated employee or agent of the Company, a written, electronic, or telephonic notice of exercise, specifying the number of Shares with respect to which the Option is then being exercised, and by payment of the full Exercise Price of the Shares being purchased in cash, or with other Shares held by the Employee having a then fair market value equal to the Exercise Price, (ii) by the delivery of a properly executed exercise notice together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds to pay the Exercise Price, or (iii) a combination thereof, plus, in each case, payment of the full amount of any taxes which the Company believes are required to be withheld and paid with respect to such exercise. In the event the Option is being exercised by a person or persons other than the Employee, such person shall furnish the appropriate tax clearances, proof of the right of such person or persons to exercise the Option, and other pertinent data as the Company may deem necessary.
9. Notwithstanding any other provision of the Program or this Agreement to the contrary, the Company shall not be required to issue or deliver any Shares purchased upon any exercise pending compliance with all applicable federal

2

and state securities and other laws (including any registration requirements) and compliance with the rules and practices of any stock exchange upon which the Shares are listed.

10. In the event the Exercise Price of the Shares covered by this Option or any taxes due on its exercise are paid by the surrender of other Shares or, for payment of withholding taxes, by withholding of Shares, the Employee will be granted an Option (the "Replacement Option") to purchase a number of Shares equal to the number of Shares surrendered and/or withheld, provided the then fair market value of the Shares covered by this Option is at least twenty-five percent (25%) higher than such Exercise Price. The Exercise Price under the Replacement Option will be the fair market value of the Shares covered by the Replacement Option as of the grant date of the Replacement Option. The Replacement Option will be a nonqualified stock Option, first exercisable six (6) months from the Replacement Option grant date, with a term equal to the remainder of the term of the Original Option. An additional Replacement Option will not be granted upon the exercise of a previously issued Replacement Option if that previously granted Replacement Option is exercised in the same calendar year that it was granted.
11. The Employee may satisfy any federal, state, local or foreign taxes arising from any transaction related to the exercise of the Option by (i) tendering a cash payment, (ii) having the Company withhold Shares from the Option exercised to satisfy the minimum applicable withholding tax, (iii) tendering Shares received in connection with the Option back to the Company, or (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld. The Company shall have the right and is hereby authorized to withhold from the Shares transferable to the Employee upon any exercise of the Option or from any other compensation or other amount owing to the Employee such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds from the Shares for tax purposes, the Employee is deemed to have been issued the full number of Shares subject to the Option, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying any such taxes, requirements and withholding obligations.
12. In the event there is a change in the number of issued Shares without new consideration to the Company (such as by stock dividends or stock splits), then (i) the number of Shares at the time unexercised under this Option shall be changed in proportion to such change in issued Shares; and (ii) the Exercise Price for the unexercised portion of the Option shall be adjusted so that the aggregate consideration payable to the Company upon the purchase of all Shares not theretofore purchased shall not be changed.

If the outstanding Shares shall be combined, or be changed into another kind of stock of the Company or into securities of another corporation, whether through recapitalization, sale, merger, consolidation, spin-off, etc., the Company shall cause adequate provision to be made whereby the person or persons entitled to exercise this Option shall thereafter be entitled

to receive, upon due exercise of any portion of the Option, the securities which that person would have been entitled to receive for Shares acquired through exercise of the same portion of such Option immediately prior to the effective date of such recapitalization, reorganization, sale, merger, consolidation, spin-off, etc. If appropriate, due adjustment shall be made in the per share or per unit price of the securities purchased on exercise of this Option following said recapitalization, reorganization, sale, merger, consolidation, spin-off, etc.

13. Neither this Option, Shares issued upon its exercise, any excess of market value over Exercise Price, nor any other rights, benefits, values or interest resulting from the granting of this Option shall be considered as compensation for purposes of any pension or retirement plan, insurance plan, investment or stock purchase plan, or any other employee benefit plan of the Company or any of its Subsidiaries.
14. Except as provided in Section 12 above, the grant of an Option under the Program does not create any contractual or other right to receive additional Option grants or other Program benefits in the future. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Option grants, if any, and their terms and conditions, will be at the sole discretion of the Committee or its delegate. Unless expressly provided by the Company in writing, any value associated with an Option granted under the Program is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.
15. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee and the Employee's Representative.
16. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
17. For purposes of this Agreement, "Personal Data" shall mean certain personal information about the Employee held by the Company and its Subsidiaries, including, but not limited to, the Employee's name, home address and telephone number, date of birth, Social Security Number or other Employee Identification Number, salary, nationality, job title, the number of Shares (if any) owned by the Employee, whether the Employee is a member of the Board of Directors of the Company or of any of its

Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor for the purpose of managing and administering the Program or this Option. The Option granted hereunder shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this Agreement is invalid, illegal, or incapable of being enforced under any

applicable law or regulation governing data privacy, including the privacy laws and regulations of the European Economic Area, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

By accepting the Option, the Employee voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data as described in this Section, in electronic or other form. The Employee is not obligated to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the Employee's ability to participate in the Program. The Employee understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States and the recipients' country (e.g., the United States) may have different privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of Personal Data by contacting the local human resources representatives. The Employee hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee's participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program. The Employee understands that Personal Data may be held only as long as is necessary to implement, administer and manage the Employee's participation in the Program. The Employee may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to such data. The Employee may, at any time, withdraw the consents herein in writing, in any case without cost, by contacting the Company; however, withdrawing such consent may affect such Employee's ability to participate in the Program.


18. Section 409A. To the extent applicable, it is intended that this Agreement comply with, or be exempt from, the provisions of Code Section 409A. The

Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Code Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Code Section 409A). Notwithstanding anything contained herein to the contrary, for all purposes of this Agreement, the Employee shall not be deemed to have had a termination of service unless the Employee has incurred a separation from service as defined in Treasury Regulation §1.409A-1(h) and, to the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, amounts that would otherwise be payable pursuant to the Agreement during the six-month period immediately following the Employee's termination of service (including retirement) shall instead be paid on the first business day after the date that is six months following the Employee's termination of service (or upon the Employee's death, if earlier). For purposes of this Agreement, "disability" shall mean, as of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, eligible to receive income replacement benefits under the terms of the Abbott Laboratories Extended Disability Plan ("EDP") or, for an Employee whose employer does not participate in the EDP, such similar accident and health plan, providing income replacement benefits, in which the Employee's employer participates, for a period of six months.

19. The Option is not transferable otherwise than by will or the laws of descent and distribution and is exercisable during the Employee's lifetime only by the Employee or the Employee's guardian or legal representative. It may not be assigned, transferred (except by will or the laws of descent and distribution), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions hereof, and the levy of any attachment or similar process upon such Option, shall be null and void and without effect.
20. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By 
Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK AGREEMENT**

This Performance Restricted Stock Agreement (the "Agreement"), made on «**DateAwarded**» (the "Grant Date"), between Abbott Laboratories, an Illinois corporation (the "Company"), and «**Name**» (the "Employee"), provides for the grant by the Company to the Employee of a Performance Restricted Stock Award (the "Award") under the Company's 2009 Incentive Stock Program (the "Program"). This Agreement incorporates and is subject to the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Grant of Shares.** Pursuant to action of the Compensation Committee of the Board of Directors of the Company, and in consideration of valuable services heretofore rendered and to be rendered by the Employee to the Company and of the agreements hereinafter set forth, the Company has granted to the Employee «**NoShares12345**» Shares. The Shares shall be issued from the Company's available treasury shares. The Employee shall have all the rights of a shareholder with respect to the Shares, including the right to vote and to receive all dividends or other distributions paid or made with respect to the Shares. However, the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be "Shares" hereunder) shall be subject to all the restrictions hereinafter set forth.
2. **Restriction.** Until the restriction imposed by this Section 2 (the "Restriction") has lapsed pursuant to Section 3 or 4 below, the Shares shall not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of, and shall be subject to forfeiture as set forth in Section 5 below.
3. **Lapse of Restriction Based on Performance.** The restrictions on one-third of the total number of Shares will lapse and have no further force on the last business day of February, 2010, provided that the Company's prior year Return on Equity is a minimum of 18 percent; the restrictions on an additional one-third of the total number of Shares will lapse and have no further force on the last business day of February, 2011, provided that the Company's prior year Return on Equity is a minimum of 18 percent; the restrictions on the remaining one-third of the total number of Shares will lapse and have no further force on the last business day of February, 2012, provided that the Company's prior year Return on Equity is a minimum of 18 percent. Notwithstanding the foregoing, any remaining Shares that have not previously vested in 2010, 2011 or 2012 shall remain outstanding and shall vest on the last business day of February, 2013 and/or 2014, provided that the Company's prior year Return on Equity is a minimum of 18 percent, and provided further that no more than one-third of the Shares will vest in any one year.

1

4. **Retirement.** The Restriction shall continue to apply (and may lapse in accordance with the provisions of Section 3 above) in the event that the Employee's employment with the Company and its Subsidiaries is terminated by the Employee due to retirement.
5. **Lapse of Restriction Due to Death or Disability.** The Restriction shall lapse and have no further force or effect upon the date of the Employee's death or disability. For purposes of this Agreement, the term "disability" shall mean the Employee's disability as defined in subsection 4.1(a) of the Abbott Laboratories Extended Disability Plan for twelve consecutive months. Once the Employee has been disabled as defined in this Section for twelve consecutive months, the disability shall be deemed to have occurred on the first day of such twelve-month period.
6. **Forfeiture of Shares.** In the event of termination of the Employee's employment with the Company and its Subsidiaries, other than under the circumstances described in Section 4 or Section 5 above, (including, without limitation, due to the Employee's voluntary resignation (other than due to retirement) or involuntary discharge for cause), any Shares with respect to which the Restriction has not lapsed as of the date of termination shall be forfeited as of the date of termination, without consideration to the Employee or the Employee's executor, administrator, personal representative or heirs ("Representative"), provided, however, that in the event that the Employee is involuntarily discharged by the Company and its Subsidiaries other than for cause, the Company shall have the authority (but not the obligation) to act, in its sole discretion, to accelerate the lapse of the Restriction set forth in Section 3 above in whole or in part and to cause some or all of the Shares that have not previously been paid out on a Delivery Date set forth in Section 3 above to be settled in the form of Shares on the date of such involuntary discharge. The term discharge "for cause" shall have the meaning given that term by Section 9.
7. **Withholding Taxes.** The Employee may satisfy any federal, state, local or foreign taxes arising from delivery of the Shares pursuant to Section 3, 4, or 5 above by (i) tendering a cash payment, (ii) having the Company withhold Shares from the Shares to be delivered to satisfy the minimum applicable withholding tax, (iii) tendering Shares received in connection with the Award back to the Company, or (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld. The Company shall have the right and is hereby authorized to withhold from the Shares deliverable to the Employee pursuant to Section 3, 4, or 5 above or from any other compensation or other amount owing to the Employee such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds from the Shares for tax purposes, the Employee is deemed to have been issued the full number of Shares underlying the Award, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying any such taxes, requirements and withholding obligations.
8. **No Right to Continued Employment.** Neither the Program nor this Agreement shall confer upon the Employee the right to continue in the

2

employ or service of the Company or any Subsidiary, to be entitled to any remuneration or benefits not set forth in the Program or this Agreement or other agreement, or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate the Employee's employment or service or to exercise any of the other rights of the Company or its Subsidiaries under the Agreement.

9. Discharge for Cause. The term discharge “for cause” shall mean termination of the Employee’s employment with the Company and its Subsidiaries for (A) the Employee’s failure to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s disability); (B) material breach by the Employee of the terms and conditions of the Employee’s employment; (C) material breach by the Employee of business ethics; (D) an act of fraud, embezzlement or theft committed by the Employee in connection with the Employee’s duties or in the course of the Employee’s employment; or (E) wrongful disclosure by the Employee of secret processes or confidential information of the Company or its Subsidiaries.
10. Voting Rights; Payment of Dividends. While the Restriction is in effect, the Employee shall be entitled to vote the Shares granted hereunder and shall be entitled to receive dividends paid on Shares to the same extent and on the same date paid to the Company’s shareholders.
11. Compliance with Applicable Laws and Regulations. Notwithstanding any other provision of the Program or this Agreement to the contrary, the Company shall not be required to issue or deliver any Shares pursuant to Section 3, 4, or 5 above pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company’s Shares are listed.
12. Data Privacy. This grant of Shares shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this grant is invalid, illegal, or incapable of being enforced under any applicable law or regulation governing data privacy, including the privacy laws and regulations of the European Economic Area, all other conditions and provisions of the Shares shall nevertheless remain in full force and effect. By accepting this grant, the Employee voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data (defined below) as described in this paragraph, in electronic or other form. The Employee is not obliged to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the Employee’s ability to participate in the Program. The Employee understands that the Company and its Subsidiaries hold certain personal information about the Employee, including, but not limited to, the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, the number of Shares (if any) owned by the Employee, whether the Employee is a member of the Board of Directors of the Company or of any of its

Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor for the purpose of managing and administering the Program or this grant (collectively “Personal Data”). The Employee understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Employee’s participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States and the recipients’ country (e.g., the United States) may have different data privacy laws and protections than the Employee’s country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Personal Data by contacting the local human resources representatives. The Employee hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee’s participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee’s behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program. The Employee understands that Personal Data will be held only as long as is necessary to implement, administer and manage the Employee’s participation in the Program. The Employee may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to it. The Employee may, at any time, withdraw the consents herein, in any case without cost, in writing by contacting the Company; however, withdrawing the Employee’s consent may affect the Employee’s ability to participate in the Program.

13. Succession. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee and the Employee’s Representative.
14. Section 409A. To the extent applicable, it is intended that this Agreement comply with, or be exempt from, the provisions of Code Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Code Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Code Section 409A). Notwithstanding anything contained herein to the contrary, for all purposes of this Agreement, the Employee shall not be deemed to have had a termination of service unless the Employee has incurred a separation from service as defined in Treasury Regulation §1.409A-1(h) and, to the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, amounts that would otherwise be payable pursuant to the

Agreement during the six-month period immediately following the Employee’s termination of service (including retirement) shall instead be paid on the first business day after the date that is six months following the Employee’s termination of service (or upon the Employee’s death, if earlier). For purposes of this Agreement, “disability” shall mean, as of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, eligible to receive income replacement benefits under the terms of the Abbott Laboratories Extended Disability Plan (“EDP”) or, for an Employee whose employer does not participate in the EDP, such similar accident and health plan, providing income replacement benefits, in which the Employee’s employer participates, for a period of at least six months.

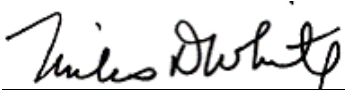
15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or

in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By  _____

Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
RESTRICTED STOCK AGREEMENT**

This Restricted Stock Agreement (the “Agreement”), made on «**DateAwarded**» (the “Grant Date”), between Abbott Laboratories, an Illinois corporation (the “Company”), and «**Name**» (the “Employee”), provides for the grant by the Company to the Employee of a Restricted Stock Award (the “Award”) under the Company’s 2009 Incentive Stock Program (the “Program”). This Agreement incorporates and is subject to the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Grant of Shares.** Pursuant to action of the Compensation Committee of the Board of Directors of the Company, and in consideration of valuable services heretofore rendered and to be rendered by the Employee to the Company and of the agreements hereinafter set forth, the Company has granted to the Employee «**NoShares12345**» Shares. The Shares shall be issued from the Company’s available treasury shares. The Employee shall have all the rights of a shareholder with respect to the Shares, including the right to vote and to receive all dividends or other distributions paid or made with respect to the Shares. However, the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be “Shares” hereunder) shall be subject to all the restrictions hereinafter set forth.
2. **Restriction.** Until the restriction imposed by this Section 2 (the “Restriction”) has lapsed pursuant to Section 3, 4 or 5 below, the Shares shall not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of, and shall be subject to forfeiture as set forth in Section 6 below.
3. **Lapse of Restriction by Passage of Time.** During employment, the Restriction on one-third of the total number of Shares will lapse and have no further force on the first anniversary of the Grant Date; the Restriction on an additional one-third of the total number of Shares will lapse and have no further force on the second anniversary of the Grant Date; and the Restriction on the remaining Shares will lapse and have no further force on the third anniversary of the Grant Date.
4. **Lapse of Restriction Due to Retirement.** Upon the Employee’s termination of employment with the Company and its Subsidiaries due to retirement (as such term is defined by administrative rules in effect on the date hereof) prior to the third anniversary of the Grant Date, the Restriction shall lapse and have no further force and effect in accordance with Section 3 of the Agreement as if the Employee had remained employed through the third anniversary of the Grant Date.

1

5. **Lapse of Restriction Due to Death or Disability.** The Restriction shall lapse and have no further force or effect upon the date of the Employee’s death or disability. For purposes of this Agreement, the term “disability” shall mean the Employee’s disability as defined in subsection 4.1(a) of the Abbott Laboratories Extended Disability Plan for twelve consecutive months. Once the Employee has been disabled as defined in this Section for twelve consecutive months, the disability shall be deemed to have occurred on the first day of such twelve-month period.
6. **Forfeiture of Shares.** In the event of termination of the Employee’s employment with the Company and its Subsidiaries, other than under the circumstances described in Sections 4 or 5 above, including, without limitation, due to the Employee’s voluntary resignation (other than due to retirement) or involuntary discharge for cause, any shares with respect to which the Restriction has not lapsed as of the date of termination, shall be forfeited as of the date of termination, without consideration to the Employee or the Employee’s executor, administrator, personal representative or heirs (“Representative”), provided, however, that in the event that the Employee is involuntarily discharged by the Company and its Subsidiaries other than for cause, the Company shall have the authority (but not the obligation) to act, in its sole discretion, to accelerate the lapse of the Restriction set forth in Section 3 above in whole or in part and to cause some or all of the Shares that have not previously been paid out on a Delivery Date set forth in Section 3 above to be settled in the form of Shares on the date of such involuntary discharge.
7. **Withholding Taxes.** The Employee may satisfy any federal, state, local or foreign taxes arising from delivery of the Shares pursuant to Section 3, 4 or 5 above by (i) tendering a cash payment, (ii) having the Company withhold Shares from the Shares to be delivered to satisfy the minimum applicable withholding tax, (iii) tendering Shares received in connection with the Award back to the Company, or (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld. The Company shall have the right and is hereby authorized to withhold from the Shares deliverable to the Employee pursuant to Section 3, 4 or 5 above or from any other compensation or other amount owing to the Employee such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds from the Shares for tax purposes, the Employee is deemed to have been issued the full number of Shares underlying the Award, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying any such taxes, requirements and withholding obligations.
8. **No Right to Continued Employment.** Neither the Program nor this Agreement shall confer upon the Employee the right to continue in the employ or service of the Company or any Subsidiary, to be entitled to any remuneration or benefits not set forth in the Program or this Agreement or other agreement, or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate the Employee’s employment

2

or service or to exercise any of the other rights of the Company or its Subsidiaries under the Agreement.

9. **Data Privacy.** This grant of Shares shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this grant is invalid, illegal, or incapable of being enforced under any applicable law or regulation governing data privacy, including the privacy laws and

regulations of the European Economic Area, all other conditions and provisions of the Shares shall nevertheless remain in full force and effect. By accepting this grant, the Employee voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data (defined below) as described in this paragraph, in electronic or other form. The Employee is not obliged to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the Employee's ability to participate in the Program. The Employee understands that the Company and its Subsidiaries hold certain personal information about the Employee, including, but not limited to, the Employee's name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, the number of Shares (if any) owned by the Employee, whether the Employee is a member of the Board of Directors of the Company or of any of its Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor for the purpose of managing and administering the Program or this grant (collectively "Personal Data"). The Employee understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States and the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Personal Data by contacting the local human resources representatives. The Employee hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee's participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program. The Employee understands that Personal Data will be held only as long as is necessary to implement,

administer and manage the Employee's participation in the Program. The Employee may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to it. The Employee may, at any time, withdraw the consents herein, in any case without cost, in writing by contacting the Company; however, withdrawing the Employee's consent may affect the Employee's ability to participate in the Program.

10. Discharge for Cause. The term discharge "for cause" shall mean termination of the Employee's employment with the Company and its Subsidiaries for (A) the Employee's failure to substantially perform the duties of the Employee's employment (other than any such failure resulting from the Employee's disability); (B) material breach by the Employee of the terms and conditions of the Employee's employment; (C) material breach by the Employee of business ethics; (D) an act of fraud, embezzlement or theft committed by the Employee in connection with the Employee's duties or in the course of the Employee's employment; or (E) wrongful disclosure by the Employee of secret processes or confidential information of the Company or its Subsidiaries.
11. Voting Rights; Payment of Dividends. While the Restriction is in effect, the Employee shall be entitled to vote the Shares granted hereunder and shall be entitled to receive dividends paid on Shares to the same extent and on the same date paid to the Company's shareholders.
12. Compliance with Applicable Laws and Regulations. Notwithstanding any other provision of the Program or this Agreement to the contrary, the Company shall not be required to issue or deliver any Shares pursuant to Section 3 or 4 above pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
13. Section 409A. To the extent applicable, it is intended that this Agreement comply with, or be exempt from, the provisions of Code Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Code Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Code Section 409A). Notwithstanding anything contained herein to the contrary, for all purposes of this Agreement, the Employee shall not be deemed to have had a termination of service unless the Employee has incurred a separation from service as defined in Treasury Regulation §1.409A-1(h) and, to the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, amounts that would otherwise be payable pursuant to the Agreement during the six-month period immediately following the Employee's termination of service (including retirement) shall instead be paid on the first business day after the date that is six months following the Employee's termination of service (or upon the Employee's death, if earlier). For purposes of this Agreement, "disability" shall mean, as

of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, eligible to receive income replacement benefits under the terms of the Abbott Laboratories Extended Disability Plan ("EDP") or, for an Employee whose employer does not participate in the EDP, such similar accident and health plan, providing income replacement benefits, in which the Employee's employer participates, for a period of at least six months.

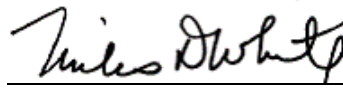
14. Succession. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee and the Employee's Representative.
15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

A handwritten signature in black ink, appearing to read "Miles D. White", is written over a horizontal line.

Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
RESTRICTED STOCK AGREEMENT**

This Restricted Stock Agreement (the “Agreement”), made on «**DateAwarded**» (the “Grant Date”), between Abbott Laboratories, an Illinois corporation (the “Company”), and «**Name**» (the “Employee”), provides for the grant by the Company to the Employee of a Restricted Stock Award (the “Award”) under the Company’s 2009 Incentive Stock Program (the “Program”). This Agreement incorporates and is subject to the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Grant of Shares.** Pursuant to action of the Compensation Committee of the Board of Directors of the Company, and in consideration of valuable services heretofore rendered and to be rendered by the Employee to the Company and of the agreements hereinafter set forth, the Company has granted to the Employee «**NoShares12345**» Shares. The Shares shall be issued from the Company’s available treasury shares. The Employee shall have all the rights of a shareholder with respect to the Shares, including the right to vote and to receive all dividends or other distributions paid or made with respect to the Shares. However, the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be “Shares” hereunder) shall be subject to all the restrictions hereinafter set forth.
2. **Restriction.** Until the restriction imposed by this Section 2 (the “Restriction”) has lapsed pursuant to Section 3 or 4 below, the Shares shall not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of, and shall be subject to forfeiture as set forth in Section 5 below.
3. **Lapse of Restriction by Passage of Time.** The Restriction shall lapse and have no further force on the third anniversary of the Grant Date.
4. **Lapse of Restriction Due to Death or Disability.** The Restriction shall lapse and have no further force or effect upon the date of the Employee’s death or disability. For purposes of this Agreement, the term “disability” shall mean the Employee’s disability as defined in subsection 4.1(a) of the Abbott Laboratories Extended Disability Plan for twelve consecutive months. Once the Employee has been disabled as defined in this Section for twelve consecutive months, the disability shall be deemed to have occurred on the first day of such twelve-month period.
5. **Forfeiture of Shares.** In the event of termination of the Employee’s employment with the Company and its Subsidiaries, other than under the circumstances described in Section 4 above, including, without limitation, due

1

to the Employee’s voluntary resignation (including retirement under a Company pension plan) or involuntary discharge for cause, any shares with respect to which the Restriction has not lapsed as of the date of termination, shall be forfeited as of the date of termination, without consideration to the Employee or the Employee’s executor, administrator, personal representative or heirs (“Representative”), provided, however, that in the event that the Employee is involuntarily discharged by the Company and its Subsidiaries other than for cause, the Company shall have the authority (but not the obligation) to act, in its sole discretion, to accelerate the lapse of the Restriction set forth in Section 3 above in whole or in part and to cause some or all of the Shares that have not previously been paid out on a Delivery Date set forth in Section 3 above to be settled in the form of Shares on the date of such involuntary discharge.

6. **Withholding Taxes.** The Employee may satisfy any federal, state, local or foreign taxes arising from delivery of the Shares pursuant to Section 3 or 4 above by (i) tendering a cash payment, (ii) having the Company withhold Shares from the Shares to be delivered to satisfy the minimum applicable withholding tax, (iii) tendering Shares received in connection with the Award back to the Company, or (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld. The Company shall have the right and is hereby authorized to withhold from the Shares deliverable to the Employee pursuant to Section 3 or 4 above or from any other compensation or other amount owing to the Employee such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds from the Shares for tax purposes, the Employee is deemed to have been issued the full number of Shares underlying the Award, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying any such taxes, requirements and withholding obligations.
7. **No Right to Continued Employment.** Neither the Program nor this Agreement shall confer upon the Employee the right to continue in the employ or service of the Company or any Subsidiary, to be entitled to any remuneration or benefits not set forth in the Program or this Agreement or other agreement, or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate the Employee’s employment or service or to exercise any of the other rights of the Company or its Subsidiaries under the Agreement.
8. **Data Privacy.** This grant of Shares shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this grant is invalid, illegal, or incapable of being enforced under any applicable law or regulation governing data privacy, including the privacy laws and regulations of the European Economic Area, all other conditions and provisions of the Shares shall nevertheless remain in full force and effect. By accepting this grant, the Employee voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data (defined below) as described in this paragraph, in electronic or other form. The

2

Employee is not obliged to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the Employee’s ability to participate in the Program. The Employee understands that the Company and its Subsidiaries hold certain personal information about the Employee, including, but not limited to, the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, the number of Shares (if any) owned by the

Employee, whether the Employee is a member of the Board of Directors of the Company or of any of its Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor for the purpose of managing and administering the Program or this grant (collectively "Personal Data"). The Employee understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States and the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Personal Data by contacting the local human resources representatives. The Employee hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee's participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program. The Employee understands that Personal Data will be held only as long as is necessary to implement, administer and manage the Employee's participation in the Program. The Employee may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to it. The Employee may, at any time, withdraw the consents herein, in any case without cost, in writing by contacting the Company; however, withdrawing the Employee's consent may affect the Employee's ability to participate in the Program.

3

9. Discharge for Cause. The term discharge "for cause" shall mean termination of the Employee's employment with the Company and its Subsidiaries for (A) the Employee's failure to substantially perform the duties of the Employee's employment (other than any such failure resulting from the Employee's disability); (B) material breach by the Employee of the terms and conditions of the Employee's employment; (C) material breach by the Employee of business ethics; (D) an act of fraud, embezzlement or theft committed by the Employee in connection with the Employee's duties or in the course of the Employee's employment; or (E) wrongful disclosure by the Employee of secret processes or confidential information of the Company or its Subsidiaries.
10. Voting Rights; Payment of Dividends. While the Restriction is in effect, the Employee shall be entitled to vote the Shares granted hereunder and shall be entitled to receive dividends paid on Shares to the same extent and on the same date paid to the Company's shareholders.
11. Compliance with Applicable Laws and Regulations. Notwithstanding any other provision of the Program or this Agreement to the contrary, the Company shall not be required to issue or deliver any Shares pursuant to Section 3 or 4 above pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
12. Section 409A. To the extent applicable, it is intended that this Agreement comply with, or be exempt from, the provisions of Code Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Code Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Code Section 409A). Notwithstanding anything contained herein to the contrary, for all purposes of this Agreement, the Employee shall not be deemed to have had a termination of service unless the Employee has incurred a separation from service as defined in Treasury Regulation §1.409A-1(h) and, to the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, amounts that would otherwise be payable pursuant to the Agreement during the six-month period immediately following the Employee's termination of service (including retirement) shall instead be paid on the first business day after the date that is six months following the Employee's termination of service (or upon the Employee's death, if earlier). For purposes of this Agreement, "disability" shall mean, as of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, eligible to receive income replacement benefits under the terms of the Abbott Laboratories Extended Disability Plan ("EDP") or, for an Employee whose employer does not participate in the EDP, such similar

4

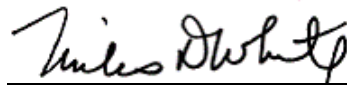
accident and health plan, providing income replacement benefits, in which the Employee's employer participates, for a period of at least six months.

13. Succession. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee and the Employee's Representative.
14. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

A handwritten signature in black ink, reading "Miles D. White". The signature is written in a cursive, flowing style. The first name "Miles" is written in a larger, more prominent script, followed by "D." and "White". The signature is positioned above a horizontal line.

Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK AGREEMENT**

This Performance Restricted Stock Agreement (the "Agreement"), made on «DateAwarded» (the "Grant Date"), between Abbott Laboratories, an Illinois corporation (the "Company"), and «Name» (the "Employee"), provides for the grant by the Company to the Employee of a Performance Restricted Stock Award (the "Award") under the Company's 2009 Incentive Stock Program (the "Program"). This Agreement incorporates and is subject to the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Grant of Shares.** Pursuant to action of the Compensation Committee of the Board of Directors of the Company, and in consideration of valuable services heretofore rendered and to be rendered by the Employee to the Company and of the agreements hereinafter set forth, the Company has granted to the Employee «NoShares12345» Shares. The Shares shall be issued from the Company's available treasury shares. The Employee shall have all the rights of a shareholder with respect to the Shares, including the right to vote and to receive all dividends or other distributions paid or made with respect to the Shares. However, the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be "Shares" hereunder) shall be subject to all the restrictions hereinafter set forth.
2. **Restriction.** Until the restriction imposed by this Section 2 (the "Restriction") has lapsed pursuant to Section 3 or 4 below, the Shares shall not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of, and shall be subject to forfeiture as set forth in Section 5 below.
3. **Lapse of Restriction Based on Performance.** The restrictions on one-third of the total number of Shares will lapse and have no further force on the last business day of February, 2010, provided that the Company's prior year Return on Equity is a minimum of 18 percent; the restrictions on an additional one-third of the total number of Shares will lapse and have no further force on the last business day of February, 2011, provided that the Company's prior year Return on Equity is a minimum of 18 percent; the restrictions on the remaining one-third of the total number of Shares will lapse and have no further force on the last business day of February, 2012, provided that the Company's prior year Return on Equity is a minimum of 18 percent. Notwithstanding the foregoing, any remaining Shares that have not previously vested in 2010, 2011 or 2012 shall remain outstanding and shall vest on the last business day of February, 2013 and/or 2014, provided that the Company's prior year Return on Equity is a minimum of 18 percent, and provided further that no more than one-third of the Shares will vest in any one year.

1

4. **Retirement.** The Restriction shall continue to apply (and may lapse in accordance with the provisions of Section 3 above) in the event that the Employee's employment with the Company and its Subsidiaries is terminated by the Employee due to retirement.
5. **Lapse of Restriction Due to Death or Disability.** The Restriction shall lapse and have no further force or effect upon the date of the Employee's death or disability. For purposes of this Agreement, the term "disability" shall mean the Employee's disability as defined in subsection 4.1(a) of the Abbott Laboratories Extended Disability Plan for twelve consecutive months. Once the Employee has been disabled as defined in this Section for twelve consecutive months, the disability shall be deemed to have occurred on the first day of such twelve-month period.
6. **Forfeiture of Shares.** In the event of termination of the Employee's employment with the Company and its Subsidiaries, other than under the circumstances described in Section 4 or Section 5 above, (including, without limitation, due to the Employee's voluntary resignation (other than due to retirement) or involuntary discharge for cause), any Shares with respect to which the Restriction has not lapsed as of the date of termination shall be forfeited as of the date of termination, without consideration to the Employee or the Employee's executor, administrator, personal representative or heirs ("Representative"), provided, however, that in the event that the Employee is involuntarily discharged by the Company and its Subsidiaries other than for cause, the Company shall have the authority (but not the obligation) to act, in its sole discretion, to accelerate the lapse of the Restriction set forth in Section 3 above in whole or in part and to cause some or all of the Shares that have not previously been paid out on a Delivery Date set forth in Section 3 above to be settled in the form of Shares on the date of such involuntary discharge. The term discharge "for cause" shall have the meaning given that term by Section 9.
7. **Withholding Taxes.** The Employee may satisfy any federal, state, local or foreign taxes arising from delivery of the Shares pursuant to Section 3, 4, or 5 above by (i) tendering a cash payment, (ii) having the Company withhold Shares from the Shares to be delivered to satisfy the minimum applicable withholding tax, (iii) tendering Shares received in connection with the Award back to the Company, or (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld. The Company shall have the right and is hereby authorized to withhold from the Shares deliverable to the Employee pursuant to Section 3, 4, or 5 above or from any other compensation or other amount owing to the Employee such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds from the Shares for tax purposes, the Employee is deemed to have been issued the full number of Shares underlying the Award, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying any such taxes, requirements and withholding obligations.
8. **No Right to Continued Employment.** Neither the Program nor this Agreement shall confer upon the Employee the right to continue in the employ or service of the Company or any Subsidiary, to be entitled to any

2

remuneration or benefits not set forth in the Program or this Agreement or other agreement, or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate the Employee's employment or service or to exercise any of the other rights of the Company or its Subsidiaries under the Agreement.

9. Discharge for Cause. The term discharge “for cause” shall mean termination of the Employee’s employment with the Company and its Subsidiaries for (A) the Employee’s failure to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s disability); (B) material breach by the Employee of the terms and conditions of the Employee’s employment; (C) material breach by the Employee of business ethics; (D) an act of fraud, embezzlement or theft committed by the Employee in connection with the Employee’s duties or in the course of the Employee’s employment; or (E) wrongful disclosure by the Employee of secret processes or confidential information of the Company or its Subsidiaries.
10. Voting Rights; Payment of Dividends. While the Restriction is in effect, the Employee shall be entitled to vote the Shares granted hereunder and shall be entitled to receive dividends paid on Shares to the same extent and on the same date paid to the Company’s shareholders.
11. Compliance with Applicable Laws and Regulations. Notwithstanding any other provision of the Program or this Agreement to the contrary, the Company shall not be required to issue or deliver any Shares pursuant to Section 3, 4, or 5 above pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company’s Shares are listed.
12. Construction. This Award is intended to qualify as qualified performance-based compensation under Section 162(m) of the Internal Revenue Code of 1986, as amended, to the extent applicable. This Agreement shall be construed accordingly.
13. Data Privacy. This grant of Shares shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this grant is invalid, illegal, or incapable of being enforced under any applicable law or regulation governing data privacy, including the privacy laws and regulations of the European Economic Area, all other conditions and provisions of the Shares shall nevertheless remain in full force and effect. By accepting this grant, the Employee voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data (defined below) as described in this paragraph, in electronic or other form. The Employee is not obliged to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the

Employee’s ability to participate in the Program. The Employee understands that the Company and its Subsidiaries hold certain personal information about the Employee, including, but not limited to, the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, the number of Shares (if any) owned by the Employee, whether the Employee is a member of the Board of Directors of the Company or of any of its Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor for the purpose of managing and administering the Program or this grant (collectively “Personal Data”). The Employee understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Employee’s participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States and the recipients’ country (e.g., the United States) may have different data privacy laws and protections than the Employee’s country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Personal Data by contacting the local human resources representatives. The Employee hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee’s participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee’s behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program. The Employee understands that Personal Data will be held only as long as is necessary to implement, administer and manage the Employee’s participation in the Program. The Employee may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to it. The Employee may, at any time, withdraw the consents herein, in any case without cost, in writing by contacting the Company; however, withdrawing the Employee’s consent may affect the Employee’s ability to participate in the Program.

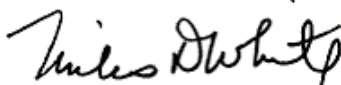
14. Succession. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee and the Employee’s Representative.
15. Section 409A. To the extent applicable, it is intended that this Agreement comply with, or be exempt from, the provisions of Code Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Code Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent

permitted by Code Section 409A). Notwithstanding anything contained herein to the contrary, for all purposes of this Agreement, the Employee shall not be deemed to have had a termination of service unless the Employee has incurred a separation from service as defined in Treasury Regulation §1.409A-1(h) and, to the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, amounts that would otherwise be payable pursuant to the Agreement during the six-month period immediately following the Employee’s termination of service (including retirement) shall instead be paid on the first business day after the date that is six months following the Employee’s termination of service (or upon the Employee’s death, if earlier). For purposes of this Agreement, “disability” shall mean, as of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, eligible to receive income replacement benefits under the terms of the Abbott Laboratories Extended Disability Plan (“EDP”) or, for an Employee whose employer does not participate in the EDP, such similar accident and health plan, providing income replacement benefits, in which the Employee’s employer participates, for a period of at least six months.

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By _____

Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK AGREEMENT**

This Performance Restricted Stock Agreement (the “Agreement”), made on «**DateAwarded**» (the “Grant Date”), between Abbott Laboratories, an Illinois corporation (the “Company”), and «**Name**» (the “Employee”), provides for the grant by the Company to the Employee of a Performance Restricted Stock Award (the “Award”) under the Company’s 2009 Incentive Stock Program (the “Program”). This Agreement incorporates and is subject to the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Grant of Shares.** Pursuant to action of the Compensation Committee of the Board of Directors of the Company, and in consideration of valuable services heretofore rendered and to be rendered by the Employee to the Company and of the agreements hereinafter set forth, the Company has granted to the Employee «**NoShares12345**» Shares. The Shares shall be issued from the Company’s available treasury shares. The Employee shall have all the rights of a shareholder with respect to the Shares, including the right to vote and to receive all dividends or other distributions paid or made with respect to the Shares. However, the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be “Shares” hereunder) shall be subject to all the restrictions hereinafter set forth.
2. **Restriction.** Until the restriction imposed by this Section 2 (the “Restriction”) has lapsed pursuant to Section 3 or 4 below, the Shares shall not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of, and shall be subject to forfeiture as set forth in Section 5 below.
3. **Lapse of Restriction Based on Performance.** The restrictions on one-third of the total number of Shares will lapse and have no further force on «**M_1st_yr_vest**», provided that the Company’s prior year Return on Equity is a minimum of 18 percent; the restrictions on an additional one-third of the total number of Shares will lapse and have no further force on «**M_2nd_yr_vest**», provided that the Company’s prior year Return on Equity is a minimum of 18 percent; the restrictions on the remaining one-third of the total number of Shares will lapse and have no further force on «**M_3rd_yr_vest**», provided that the Company’s prior year Return on Equity is a minimum of 18 percent. Notwithstanding the foregoing, any remaining Shares that have not previously vested in «**1st, 2nd, and 3rd_yr_vest**» shall remain outstanding and shall vest on <<**month and date of grant**>>, «**3rd_yr_vest**» and/or «**4th_yr_vest**», provided that the Company’s prior year Return on Equity is a minimum of 18 percent, and provided further that no more than one-third of the Shares will vest in any one year.

1

4. **Retirement.** The Restriction shall continue to apply (and may lapse in accordance with the provisions of Section 3 above) in the event that the Employee’s employment with the Company and its Subsidiaries is terminated by the Employee due to retirement.
5. **Lapse of Restriction Due to Death or Disability.** The Restriction shall lapse and have no further force or effect upon the date of the Employee’s death or disability. For purposes of this Agreement, the term “disability” shall mean the Employee’s disability as defined in subsection 4.1(a) of the Abbott Laboratories Extended Disability Plan for twelve consecutive months. Once the Employee has been disabled as defined in this Section for twelve consecutive months, the disability shall be deemed to have occurred on the first day of such twelve-month period.
6. **Forfeiture of Shares.** In the event of termination of the Employee’s employment with the Company and its Subsidiaries, other than under the circumstances described in Section 4 or Section 5 above, (including, without limitation, due to the Employee’s voluntary resignation (other than due to retirement) or involuntary discharge for cause), any Shares with respect to which the Restriction has not lapsed as of the date of termination shall be forfeited as of the date of termination, without consideration to the Employee or the Employee’s executor, administrator, personal representative or heirs (“Representative”), provided, however, that in the event that the Employee is involuntarily discharged by the Company and its Subsidiaries other than for cause, the Company shall have the authority (but not the obligation) to act, in its sole discretion, to accelerate the lapse of the Restriction set forth in Section 3 above in whole or in part and to cause some or all of the Shares that have not previously been paid out on a Delivery Date set forth in Section 3 above to be settled in the form of Shares on the date of such involuntary discharge. The term discharge “for cause” shall have the meaning given that term by Section 9.
7. **Withholding Taxes.** The Employee may satisfy any federal, state, local or foreign taxes arising from delivery of the Shares pursuant to Section 3, 4, or 5 above by (i) tendering a cash payment, (ii) having the Company withhold Shares from the Shares to be delivered to satisfy the minimum applicable withholding tax, (iii) tendering Shares received in connection with the Award back to the Company, or (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld. The Company shall have the right and is hereby authorized to withhold from the Shares deliverable to the Employee pursuant to Section 3, 4, or 5 above or from any other compensation or other amount owing to the Employee such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds from the Shares for tax purposes, the Employee is deemed to have been issued the full number of Shares underlying the Award, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying any such taxes, requirements and withholding obligations.
8. **No Right to Continued Employment.** Neither the Program nor this Agreement shall confer upon the Employee the right to continue in the employ or service of the Company or any Subsidiary, to be entitled to any remuneration or benefits not set forth in the Program or this Agreement or other agreement, or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate the Employee’s employment or service or to exercise any of the other rights of the Company or its Subsidiaries under the Agreement.

2

9. **Discharge for Cause.** The term discharge “for cause” shall mean termination of the Employee’s employment with the Company and its Subsidiaries for (A) the Employee’s failure to substantially perform the duties of the Employee’s employment (other than any such failure

resulting from the Employee's disability); (B) material breach by the Employee of the terms and conditions of the Employee's employment; (C) material breach by the Employee of business ethics; (D) an act of fraud, embezzlement or theft committed by the Employee in connection with the Employee's duties or in the course of the Employee's employment; or (E) wrongful disclosure by the Employee of secret processes or confidential information of the Company or its Subsidiaries.

10. Voting Rights; Payment of Dividends. While the Restriction is in effect, the Employee shall be entitled to vote the Shares granted hereunder and shall be entitled to receive dividends paid on Shares to the same extent and on the same date paid to the Company's shareholders.
11. Compliance with Applicable Laws and Regulations. Notwithstanding any other provision of the Program or this Agreement to the contrary, the Company shall not be required to issue or deliver any Shares pursuant to Section 3, 4, or 5 above pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
12. Construction. This Award is intended to qualify as qualified performance-based compensation under Section 162(m) of the Internal Revenue Code of 1986, as amended, to the extent applicable. This Agreement shall be construed accordingly.
13. Data Privacy. This grant of Shares shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this grant is invalid, illegal, or incapable of being enforced under any applicable law or regulation governing data privacy, including the privacy laws and regulations of the European Economic Area, all other conditions and provisions of the Shares shall nevertheless remain in full force and effect. By accepting this grant, the Employee voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data (defined below) as described in this paragraph, in electronic or other form. The Employee is not obliged to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the Employee's ability to participate in the Program. The Employee understands that the Company and its Subsidiaries hold certain personal information about the Employee, including, but not limited to, the Employee's name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, the number of Shares (if any) owned by the Employee, whether the Employee is a member of the Board of Directors of the Company or of any of its Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor for the purpose of managing and administering the Program or this grant (collectively "Personal Data"). The Employee understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States and the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Personal Data by contacting the local human resources representatives. The Employee hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee's participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program. The Employee understands that Personal Data will be held only as long as is necessary to implement, administer and manage the Employee's participation in the Program. The Employee may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to it. The Employee may, at any time, withdraw the consents herein, in any case

without cost, in writing by contacting the Company; however, withdrawing the Employee's consent may affect the Employee's ability to participate in the Program.

14. Succession. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee and the Employee's Representative.
15. Section 409A. To the extent applicable, it is intended that this Agreement comply with, or be exempt from, the provisions of Code Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Code Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Code Section 409A). Notwithstanding anything contained herein to the contrary, for all purposes of this Agreement, the Employee shall not be deemed to have had a termination of service unless the Employee has incurred a separation from service as defined in Treasury Regulation §1.409A-1(h) and, to the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, amounts that would otherwise be payable pursuant to the Agreement during the six-month period immediately following the Employee's termination of service (including retirement) shall instead be paid on the first business day after the date that is six months following the Employee's termination of service (or upon the Employee's death, if earlier). For purposes of this Agreement, "disability" shall mean, as of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, eligible to receive income replacement benefits under the terms of the Abbott Laboratories Extended Disability Plan ("EDP") or, for an Employee whose employer does not participate in the EDP, such similar accident and health plan, providing income replacement benefits, in which the Employee's employer participates, for a period of at least six months.

-
16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole

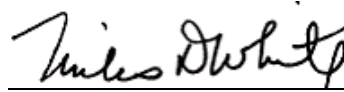
or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

A handwritten signature in black ink, appearing to read "Miles D. White", is written over a horizontal line.

Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
RESTRICTED STOCK UNIT AGREEMENT**

This Restricted Stock Unit Agreement (the “Agreement”), made on «DateAwarded» (the “Grant Date”), between Abbott Laboratories, an Illinois corporation (the “Company”), and «Name» (the “Employee”), provides for the grant by the Company to the Employee of a Restricted Stock Unit Award (the “Award”) under the Company’s 2009 Incentive Stock Program (the “Program”). This Agreement incorporates and is subject to the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Grant of Units.** Pursuant to action of the Compensation Committee of the Board of Directors of the Company, and in consideration of valuable services heretofore rendered and to be rendered by the Employee to the Company and of the agreements hereinafter set forth, the Company has granted to the Employee «NoShares12345» restricted stock units (the “Restricted Stock Units” or “Units” as used herein), representing the right to receive an equal number of Shares on the Delivery Date. The “Delivery Date” of the Shares (as defined in Sections 3 and 4 below) shall be the respective dates on which the Shares shall be payable to the Employee after the Restriction (as defined in Section 2 below) on such Units lapses. Unless indicated otherwise, the Shares shall be delivered in an equal number of Shares (subject to rounding) as of each Delivery Date, if there is more than one Delivery Date applicable. The Shares shall be issued from the Company’s available treasury shares. Prior to the Delivery Date(s), (a) the Employee shall not be treated as a shareholder as to those Shares, and shall only have a contractual right to receive them, unsecured by any assets of the Company or its Subsidiaries; (b) the Employee shall not be permitted to vote the Shares underlying the Restricted Stock Units; and (c) the Employee’s right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program. The Restricted Stock Units shall be subject to all of the restrictions hereinafter set forth. The Employee shall be permitted to receive cash payments equal to the dividends and distributions paid on Shares underlying the Restricted Stock Units (“Dividend Equivalents”) (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date as if each Unit were a Share, provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after either (i) the date the Employee has forfeited the Restricted Stock Units or (ii) the date the restrictions on the Restricted Stock Units have lapsed.

2. **Restriction.** Until the restriction imposed by this Section 2 (the “Restriction”) has lapsed pursuant to Section 3 or 4 below, the Units shall not be sold,

1

exchanged, assigned, transferred, pledged or otherwise disposed of, and shall be subject to forfeiture as set forth in Section 5 below.

3. **Lapse of Restriction by Passage of Time.** During employment, the Restriction on the Units will lapse and have no further force or effect on the third anniversary of the Grant Date. Subject to Sections 4 or 5 below, Units with respect to which the Restriction has lapsed shall be paid in the form of Shares on the third anniversary of the Grant Date (the “Delivery Date”).
4. **Lapse of Restriction by Death or Disability.** The Restriction shall lapse and have no further force or effect upon the date of the Employee’s death or disability. Any Units that have not previously been paid out on a Delivery Date set forth in Section 3 above shall be paid in the form of Shares on the date of the Employee’s death or disability, as the case may be.
5. **Forfeiture of Units.** In the event of termination of the Employee’s employment with the Company and its Subsidiaries, other than under the circumstances described in Section 4 above, including, without limitation, due to the Employee’s voluntary resignation (including retirement under a Company pension plan) or involuntary discharge for cause, any Units with respect to which the Restriction has not lapsed as of the date of termination, shall be forfeited as of the date of termination, without consideration to the Employee or the Employee’s executor, administrator, personal representative or heirs (“Representative”), provided, however, that in the event that the Employee is involuntarily discharged by the Company and its Subsidiaries other than for cause, the Company shall have the authority (but not the obligation) to act, in its sole discretion, to accelerate the lapse of Restriction set forth in Section 3 above in whole or in part and to cause some or all of the Units that have not previously been paid out on a Delivery Date set forth in Section 3 above to be settled in the form of Shares on the date of such involuntary discharge. The term discharge “for cause” shall have the meaning given that term by Section 8.
6. **Withholding Taxes.** The Employee may satisfy any federal, state, local or foreign taxes arising from delivery of the Shares pursuant to Section 3 or 4 above by (i) tendering a cash payment, (ii) having the Company withhold Shares from the Shares to be delivered to satisfy the minimum applicable withholding tax, (iii) tendering Shares received in connection with the Restricted Stock Unit back to the Company, or (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld. The Company shall have the right and is hereby authorized to withhold from the Shares deliverable to the Employee pursuant to Section 3 or 4 above or from any other compensation or other amount owing to the Employee such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds from the Shares for tax purposes, the Employee is deemed to have been issued the full number of Shares underlying the Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying any such taxes, requirements and withholding obligations.

2

7. **No Right to Continued Employment.** Neither the Program nor this Agreement shall confer upon the Employee the right to continue in the employ or service of the Company or any Subsidiary, to be entitled to any remuneration or benefits not set forth in the Program or this Agreement or other agreement, or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate the Employee’s employment or service.

8. Discharge for Cause. The term discharge “for cause” shall mean termination of the Employee’s employment with the Company and its Subsidiaries for (A) the Employee’s failure to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s disability); (B) material breach by the Employee of the terms and conditions of the Employee’s employment; (C) material breach by the Employee of business ethics; (D) an act of fraud, embezzlement or theft committed by the Employee in connection with the Employee’s duties or in the course of the Employee’s employment; or (E) wrongful disclosure by the Employee of secret processes or confidential information of the Company or its Subsidiaries.
9. No Contract as of Right. The grant of Units under the Program does not create any contractual or other right to receive additional Restricted Stock Unit Grants or other Program benefits in the future. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future grants, if any, and their terms and conditions, will be at the sole discretion of the Compensation Committee. Unless expressly provided by the Company in writing, any value associated with the Units granted under the Program is an item of compensation outside the scope of the Employee’s employment contract, if any, and shall not be deemed part of the Employee’s normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.
10. Data Privacy. This grant of Units shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this grant is invalid, illegal, or incapable of being enforced under any applicable law or regulation governing data privacy, including the privacy laws and regulations of the European Economic Area, all other conditions and provisions of the Units shall nevertheless remain in full force and effect. By accepting this grant, the Employee voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data (defined below) as described in this paragraph, in electronic or other form. The Employee is not obliged to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the Employee’s ability to participate in the Program. The Employee understands

that the Company and its Subsidiaries hold certain personal information about the Employee, including, but not limited to, the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, the number of Shares (if any) owned by the Employee, whether the Employee is a member of the Board of Directors of the Company or of any of its Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor for the purpose of managing and administering the Program or this grant (collectively “Personal Data”). The Employee understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Employee’s participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States and the recipients’ country (e.g., the United States) may have different data privacy laws and protections than the Employee’s country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Personal Data by contacting the local human resources representatives. The Employee hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee’s participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee’s behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program. The Employee understands that Personal Data will be held only as long as is necessary to implement, administer and manage the Employee’s participation in the Program. The Employee may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to it. The Employee may, at any time, withdraw the consents herein, in any case without cost, in writing by contacting the Company; however, withdrawing the Employee’s consent may affect the Employee’s ability to participate in the Program.

11. Compliance with Applicable Laws and Regulations. Notwithstanding any other provision of the Program or this Agreement to the contrary, the Company shall not be required to issue or deliver any Shares pursuant to Section 3 or 4 above pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company’s Shares are listed.
12. Payment of Dividend Equivalents. For purposes of compliance with the requirements of Section 409A of the Internal Revenue Code of 1986, as

amended (the “Code”), the specified date of paying any Dividend Equivalents to which an Employee is entitled under Section 1 is the year (<<YR1, YR2, YR3, or YR4>>) in which the associated dividends or distributions are paid on common stock. This Section shall not create or expand any rights to Dividend Equivalents.

13. Section 409A. To the extent applicable, it is intended that this Agreement comply with, or be exempt from, the provisions of Code Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Code Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Code Section 409A). Notwithstanding anything contained herein to the contrary, for all purposes of this Agreement, the Employee shall not be deemed to have had a termination of service unless the Employee has incurred a separation from service as defined in Treasury Regulation §1.409A-1(h) and, to the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, amounts that would otherwise be payable pursuant to the Agreement during the six-month period immediately following the Employee’s termination of service (including retirement) shall instead be paid on the first business day after the date that is six months following the Employee’s termination of service (or upon the Employee’s death, if earlier). For purposes of this

Agreement, "disability" shall mean, as of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, eligible to receive income replacement benefits under the terms of the Abbott Laboratories Extended Disability Plan ("EDP") or, for an Employee whose employer does not participate in the EDP, such similar accident and health plan, providing income replacement benefits, in which the Employee's employer participates, for a period of at least six months.

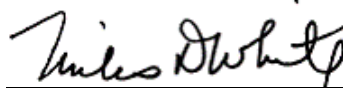
14. Succession. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee and the Employee's Representative.
15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

5

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By



Miles D. White
Chairman and Chief Executive Officer

6

**ABBOTT LABORATORIES
RESTRICTED STOCK UNIT AGREEMENT**

This Restricted Stock Unit Agreement (the “Agreement”), made on «DateAwarded» (the “Grant Date”), between Abbott Laboratories, an Illinois corporation (the “Company”), and «Name» (the “Employee”), provides for the grant by the Company to the Employee of a Restricted Stock Unit Award (the “Award”) under the Company’s 2009 Incentive Stock Program (the “Program”). This Agreement incorporates and is subject to the provisions of the Program. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program, and in the event of any inconsistency between the provisions of this Agreement and the provisions of the Program, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Grant of Units.** Pursuant to action of the Compensation Committee of the Board of Directors of the Company, and in consideration of valuable services heretofore rendered and to be rendered by the Employee to the Company and of the agreements hereinafter set forth, the Company has granted to the Employee «NoShares12345» restricted stock units (the “Restricted Stock Units” or “Units” as used herein), representing the right to receive an equal number of Shares on the Delivery Date. The “Delivery Date” of the Shares (as defined in Sections 3, 4 and 5 below) shall be the respective dates on which the Shares shall be payable to the Employee after the Restriction (as defined in Section 2 below) on such Units lapses. Unless indicated otherwise, the Shares shall be delivered in an equal number of Shares (subject to rounding) as of each Delivery Date, if there is more than one Delivery Date applicable. The Shares shall be issued from the Company’s available treasury shares. Prior to the Delivery Date(s), (a) the Employee shall not be treated as a shareholder as to those Shares, and shall only have a contractual right to receive them, unsecured by any assets of the Company or its Subsidiaries; (b) the Employee shall not be permitted to vote the Shares underlying the Restricted Stock Units; and (c) the Employee’s right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program. The Restricted Stock Units shall be subject to all of the restrictions hereinafter set forth. The Employee shall be permitted to receive cash payments equal to the dividends and distributions paid on Shares underlying the Restricted Stock Units (“Dividend Equivalents”) (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date as if each Unit were a Share, provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after either (i) the date the Employee has forfeited the Restricted Stock Units or (ii) the date the restrictions on the Restricted Stock Units have lapsed.

2. **Restriction.** Until the restriction imposed by this Section 2 (the “Restriction”) has lapsed pursuant to Section 3, 4 or 5 below, the Units shall not be sold,

1

exchanged, assigned, transferred, pledged or otherwise disposed of, and shall be subject to forfeiture as set forth in Section 6 below.

3. **Lapse of Restriction Due to Passage of Time.** During employment, the Restriction on one-third of the total number of Units will lapse and have no further force on the first anniversary of the Grant Date; the Restriction on an additional one-third of the total number of Units will lapse and have no further force on the second anniversary of the Grant Date; and the Restriction on the remaining Units will lapse and have no further force on the third anniversary of the Grant Date. Subject to Sections 4, 5 and 6 below, Units with respect to which the Restriction has lapsed shall be paid in the form of Shares on the first, second and third anniversaries of the date of grant (each, a “Delivery Date”).
4. **Lapse of Restriction Due to Retirement.** Upon the Employee’s termination of employment with the Company and its Subsidiaries due to retirement (as such term is defined by administrative rule in effect on the date hereof), the Units shall be settled in the form of Shares on the Delivery Dates set forth in Section 3 above occurring after the date of such retirement as if the Employee had remained employed on such Delivery Dates.
5. **Lapse of Restriction Due to Death or Disability.** The Restriction shall lapse and have no further force or effect upon the date of the Employee’s death or disability. Any Units that have not previously been paid out on a Delivery Date set forth in Section 3 above shall be settled in the form of Shares on the date of death or disability, as the case may be.
6. **Forfeiture of Units.** In the event of termination of the Employee’s employment with the Company and its Subsidiaries, other than under the circumstances described in Sections 4 or 5 above, (including, without limitation, due to the Employee’s voluntary resignation (other than due to retirement) or involuntary discharge for cause), any Units with respect to which the Restriction has not lapsed as of the date of termination, shall be forfeited as of the date of termination, without consideration to the Employee or the Employee’s executor, administrator, personal representative or heirs (“Representative”), provided, however, that in the event that the Employee is involuntarily discharged by the Company and its Subsidiaries other than for cause, the Company shall have the authority (but not the obligation) to act, in its sole discretion, to accelerate the lapse of Restriction set forth in Section 3 above in whole or in part and to cause some or all of the Units that have not previously been paid out on a Delivery Date set forth in Section 3 above to be settled in the form of Shares on the date of such involuntary discharge. The term discharge “for cause” shall have the meaning given that term by Section 10.
7. **Withholding Taxes.** The Employee may satisfy any federal, state, local or foreign taxes arising from delivery of the Shares pursuant to Section 3, 4, or 5 above by (i) tendering a cash payment, (ii) having the Company withhold Shares from the Shares to be delivered to satisfy the minimum applicable withholding tax, (iii) tendering Shares received in connection with the Restricted Stock Unit back to the Company, or (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal

2

to the amount to be withheld. The Company shall have the right and is hereby authorized to withhold from the Shares deliverable to the Employee pursuant to Section 3, 4, or 5 above or from any other compensation or other amount owing to the Employee such amount as may be

necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds from the Shares for tax purposes, the Employee is deemed to have been issued the full number of Shares underlying the Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying any such taxes, requirements and withholding obligations.

8. No Right to Continued Employment. Neither the Program nor this Agreement shall confer upon the Employee the right to continue in the employ or service of the Company or any Subsidiary, to be entitled to any remuneration or benefits not set forth in the Program or this Agreement or other agreement, or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate the Employee's employment or service.
9. Succession. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee and the Employee's Representative.
10. Discharge for Cause. The term discharge "for cause" shall mean termination of the Employee's employment with the Company and its Subsidiaries for (A) the Employee's failure to substantially perform the duties of the Employee's employment (other than any such failure resulting from the Employee's disability); (B) material breach by the Employee of the terms and conditions of the Employee's employment; (C) material breach by the Employee of business ethics; (D) an act of fraud, embezzlement or theft committed by the Employee in connection with the Employee's duties or in the course of the Employee's employment; or (E) wrongful disclosure by the Employee of secret processes or confidential information of the Company or its Subsidiaries.
11. No Contract as of Right. The grant of Units under the Program does not create any contractual or other right to receive additional Restricted Stock Unit grants or other Program benefits in the future. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future grants, if any, and their terms and conditions, will be at the sole discretion of the Compensation Committee. Unless expressly provided by the Company in writing, any value associated with the Units granted under the Program is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.
12. Data Privacy. This grant of Units shall be interpreted to effect the original intent of the Company as closely as possible to the fullest extent permitted

by applicable law (including, without limitation, any laws governing data privacy). If any condition or provision of this grant is invalid, illegal, or incapable of being enforced under any applicable law or regulation governing data privacy, including the privacy laws and regulations of the European Economic Area, all other conditions and provisions of the Units shall nevertheless remain in full force and effect. By accepting this grant, the Employee voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data (defined below) as described in this paragraph, in electronic or other form. The Employee is not obliged to consent to such collection, use, processing and transfer of Personal Data. However, failure to provide the consent may affect the Employee's ability to participate in the Program. The Employee understands that the Company and its Subsidiaries hold certain personal information about the Employee, including, but not limited to, the Employee's name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, the number of Shares (if any) owned by the Employee, whether the Employee is a member of the Board of Directors of the Company or of any of its Subsidiaries, details of all stock options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor for the purpose of managing and administering the Program or this grant (collectively "Personal Data"). The Employee understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and/or any of its Subsidiaries may each further transfer Personal Data to any third parties assisting the Company in the implementation, administration and management of the Program, including UBS or such other stock plan service provider as may be selected by the Company in the future. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States and the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Personal Data by contacting the local human resources representatives. The Employee hereby authorizes the Company and its Subsidiaries to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee's participation in the Program, including any transfer of such Personal Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program. The Employee understands that Personal Data will be held only as long as is necessary to implement, administer and manage the Employee's participation in the Program. The Employee may, at any time, review Personal Data, request additional information about the storage and processing of Personal Data, and require any necessary amendments to it. The Employee may, at any time, withdraw the consents herein, in any case without cost, in writing by contacting the Company; however, withdrawing the Employee's consent may affect the Employee's ability to participate in the Program.

13. Compliance with Applicable Laws and Regulations. Notwithstanding any other provision of the Program or this Agreement to the contrary, the Company shall not be required to issue or deliver any Shares pursuant to Section 3, 4, or 5 above pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.

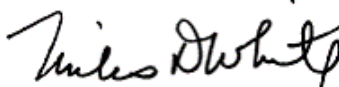
14. Payment of Dividend Equivalents. For purposes of compliance with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), the specified date of paying any Dividend Equivalents to which an Employee is entitled under Section 1 is the year

(<<YR1, YR2, YR3, or YR4>>) in which the associated dividends or distributions are paid on common stock. This Section shall not create or expand any rights to Dividend Equivalents.

15. Section 409A. To the extent applicable, it is intended that this Agreement comply with or be exempt from the provisions of Code Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy Code Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Code Section 409A). Notwithstanding anything contained herein to the contrary, for all purposes of this Agreement, the Employee shall not be deemed to have had a termination of service unless the Employee has incurred a separation from service as defined in Treasury Regulation §1.409A-1(h) and, to the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, amounts that would otherwise be payable pursuant to the Agreement during the six-month period immediately following the Employee's termination of service (including retirement) shall instead be paid on the first business day after the date that is six months following the Employee's termination of service (or upon the Employee's death, if earlier). For purposes of this Agreement, "disability" shall mean, as of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, eligible to receive income replacement benefits under the terms of the Abbott Laboratories Extended Disability Plan ("EDP") or, for an Employee whose employer does not participate in the EDP, such similar accident and health plan, providing income replacement benefits, in which the Employee's employer participates, for a period of at least six months.
16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By 

Miles D. White
Chairman and Chief Executive Officer