

**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**

February 20, 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 5.03 Amendments to Articles of Incorporation or Bylaws; Changes in Fiscal Year

On February 20, 2009, Abbott's Board of Directors amended the first sentence of Article III, Section 2 of Abbott's by-laws to provide that Abbott's Board of Directors shall consist of thirteen persons, effective as of April 24, 2009. Abbott's by-laws previously provided that the Board of Directors consisted of fourteen persons.

On February 20, 2009, Abbott's Board of Directors also amended Article IV, Section 1 of Abbott's by-laws to provide that each committee of Abbott's Board of Directors shall have one or more members, effective as of February 20, 2009. Abbott's by-laws previously required each committee of the Board of Directors to have three or more members.

Item 9.01 Financial Statements and Exhibits

| <u>Exhibit No.</u> | <u>Exhibit</u> |
|--------------------|---|
| 3.1 | By-Laws of Abbott Laboratories, as amended and restated effective as of April 24, 2009. |
| 3.2 | By-Laws of Abbott Laboratories, as amended and restated effective as of February 20, 2009. |
| 10.1 | Form of Performance Restricted Stock Agreement for an award of performance restricted stock under Section 10 of the Abbott Laboratories 1996 Incentive Stock Program granted on or after February 20, 2009. |

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| 10.2 | Form of Performance Restricted Stock Agreement for an award of performance restricted stock under the Abbott Laboratories 1996 Incentive Stock Program granted on or after February 20, 2009. |
| 10.3 | Form of Non-Qualified Stock Option Agreement for an award of non-qualified stock options under the Abbott Laboratories 1996 Incentive Stock Program granted on or after February 20, 2009. |
| 10.4 | Form of Non-Qualified Replacement Stock Option Agreement for an award of non-qualified replacement stock options under the Abbott Laboratories 1996 Incentive Stock Program granted on or after February 20, 2009. |
| 10.5 | Form of Restricted Stock Agreement for an award of restricted stock under the Abbott Laboratories 1996 Incentive Stock Program granted on or after February 20, 2009 (ratable vesting). |
| 10.6 | Form of Restricted Stock Agreement for an award of restricted stock under the Abbott Laboratories 1996 Incentive Stock Program granted on or after February 20, 2009 (cliff vesting). |
| 10.7 | Form of Restricted Stock Unit Agreement for an award of restricted stock units under the Abbott Laboratories 1996 Incentive Stock Program granted on or after February 20, 2009. |
| 10.8 | Form of Non-Employee Director Non-Qualified Replacement Stock Option Agreement for an award of non-qualified replacement stock options under the Abbott Laboratories 1996 Incentive Stock Program granted on or after February 20, 2009. |

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: February 23, 2009

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

EXHIBIT INDEX

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BY-LAWS

OF

ABBOTT LABORATORIES

Adopted by the Board of Directors
of Abbott Laboratories at the
Annual Meeting, April 11, 1963
as amended and restated, effective April 24, 2009

BY-LAWS OF ABBOTT LABORATORIES

ARTICLE I

OFFICES

The principal office of the Corporation in the State of Illinois shall be located at the intersection of State Routes 43 and 137 in the County of Lake. The Corporation may have such other offices either within or without the State of Illinois as the business of the Corporation may require from time to time.

The registered office of the Corporation may be, but need not be, identical with the principal office in the State of Illinois. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

SHAREHOLDERS

SECTION 1. ANNUAL MEETING; TRANSACTION OF BUSINESS, NOMINATION OF DIRECTORS. The annual meeting of the shareholders shall be held at such place, on such date and at such time as shall be designated from time to time by the Board of Directors. The meeting shall be held for the purpose of electing Directors and for the transaction of such other business as is properly brought before the meeting in accordance with these By-Laws. If the election of Directors shall not be held on the day designated for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the shareholders as soon thereafter as conveniently may be.

To be properly brought before the annual meeting, business must be either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the annual meeting by or at the direction of the Board of Directors or (c) otherwise properly brought before the annual meeting by a shareholder of the Corporation (i) who is a shareholder of record on the record date for the determination of shareholders entitled to vote at such annual meeting, on the date such shareholder provides timely notice to the Corporation as provided herein and on the date of the annual meeting and (ii) who complies with the notice procedures set forth in this Section 1. In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a shareholder, the shareholder must have given timely notice thereof in writing to the Secretary. To be timely, a shareholder's notice to the Secretary must be delivered to and received at the principal executive office of the Corporation not less than ninety days and not more than one hundred twenty days prior to the anniversary date of the preceding annual meeting of shareholders; provided, however, that in the event that the annual meeting is called for a date that is not within twenty-five days before or after such anniversary date, notice by the shareholder in order to be timely must be so delivered and received not later than the close of business on the tenth day following the day on which such notice of the date of the annual meeting was mailed or such public announcement in a press release or in a filing with the Securities and Exchange Commission of the date of the annual

meeting was made, whichever first occurs. A shareholder's notice to the Secretary shall set forth as to each matter the shareholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of the shareholder proposing such business, (iii) the class and number of shares of the Corporation which are beneficially owned by the shareholder and (iv) any material interest of the shareholder in such business.

Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Section 1.

The Chairman of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 1, and if he should so determine, he shall so declare to the meeting and such business not properly brought before the meeting shall not be transacted.

Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the Corporation at the annual meeting may be made at such annual meeting of shareholders by or at the direction of the Board of Directors, by any nominating committee or person appointed by the Board of Directors, or by any shareholder of the Corporation entitled to vote for the election of directors at such meeting (i) who is a shareholder of record on the record date for the determination of shareholders entitled to vote at such annual meeting, on the date such shareholder provides timely notice to the Corporation as provided herein and on the date of the annual meeting and (ii) who complies with the notice procedures set forth in this Section 1. Such nominations, other than those made by or at the direction of the Board of Directors or by a committee or person appointed by the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary. To be timely, a shareholder's notice to the Secretary must be delivered to and received at the principal executive office of the Corporation not less than ninety days and not more than one hundred twenty days prior to the anniversary date of the preceding annual meeting of shareholders; provided, however, that in the event that the annual meeting is called for a date that is not within twenty five days before or after such anniversary date, notice by the shareholder in order to be timely must be so

delivered and received not later than the close of business on the tenth day following the day on which such notice of the date of the annual meeting was mailed or such public announcement in a press release or in a filing with the Securities and Exchange Commission of the date of the annual meeting was made, whichever first occurs. Such shareholder's notice to the Secretary shall set forth: (a) as to each person whom the shareholder proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class and number of shares of capital stock of the Corporation which are beneficially owned by the person and (iv) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended; and (b) as to the shareholder giving the notice, (i) the name and record address of such shareholder and (ii) the class and number of shares of the Corporation which are beneficially

owned by such shareholder. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as director of the Corporation. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth herein.

The Chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be called by the Chairman of the Board, the Chief Executive Officer, any President, the Board of Directors or by a shareholder (or shareholders) holding not less than one-fifth of all the outstanding shares entitled to vote on the matter for which the meeting is called.

To be properly brought before the special meeting, business must be either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the special meeting by or at the direction of the Board of Directors or (c) otherwise properly brought before the special meeting by a shareholder (or shareholders) of the Corporation holding sufficient shares to call a special meeting as provided in the first paragraph of this Section 2 and (i) being shareholder(s) of record on the record date for the determination of shareholders entitled to vote at such special meeting, on the date such shareholder(s) provide(s) timely notice to the Corporation as provided herein and on the date of the special meeting and (ii) complying with the notice procedures set forth in this Section 2. In addition to any other applicable requirements, for business to be properly brought by a shareholder before a special meeting, the shareholder must have given timely notice thereof in writing to the Secretary. To be timely, a shareholder's notice must be delivered to and received at the principal office of the Corporation, in the case of a special meeting of shareholders, not earlier than sixty days nor later than ninety days prior to the date of the special meeting. A shareholder's notice to the Secretary shall set forth as to each matter the shareholder proposes to be brought before the special meeting (i) a brief description of the business desired to be brought before the special meeting and the reasons for conducting such business at the special meeting, (ii) the name and record address of the shareholder proposing such business, (iii) the class and number of shares of the Corporation which are beneficially owned by the shareholder and (iv) any material interest of the shareholder in such business.

Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at the special meeting except in accordance with the procedures set forth in this Section 2.

The Chairman of a special meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 2, and if he should so determine, he shall so declare to the meeting and such business not properly brought before the meeting shall not be transacted.

SECTION 3. PLACE OF MEETING. The Board of Directors may designate any place, either within or without the State of Illinois, as the place of meeting for any annual meeting or for any special meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Illinois.

SECTION 4. NOTICE OF MEETINGS. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, or in the cases of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets not less than twenty nor more than sixty days before the meeting, either personally or by mail, by or at the direction of the Chairman of the Board, the Chief Executive Officer, any President, or the Secretary or the persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his or her address as it appears on the records of the Corporation, with postage thereon prepaid.

SECTION 5. FIXING RECORD DATE. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the Corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty days and, for a meeting of shareholders, not less than ten days, or in the case of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets not less than twenty days, immediately preceding such meeting.

SECTION 6. VOTING LISTS. The Secretary shall make, or cause to have made, within twenty days after the record date for a meeting of shareholders or ten days before such meeting, whichever is earlier, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder and to copying at the shareholder's expense, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in this State, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

SECTION 7. QUORUM. A majority of the outstanding shares of the Corporation entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum for consideration of such matter at a meeting of shareholders. If a quorum is present, the affirmative vote of the majority of the

determination. If a quorum is not present or represented at any meeting of shareholders, the Chairman of the meeting, or if so requested by the Chairman, the shareholders present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum shall be present or represented. In addition, the Chairman of any meeting of shareholders shall have the power to adjourn the meeting at the request of the Board of Directors if the Board of Directors determines that adjournment is necessary or appropriate to enable shareholders to fully consider information which the Board of Directors determines has not been made sufficiently or timely available to shareholders or is otherwise in the best interests of shareholders.

SECTION 8. PROXIES. A shareholder may appoint a proxy to vote or otherwise act for the shareholder by delivering a valid appointment to the person so appointed or such person's agent; PROVIDED, HOWEVER, no shareholder may name more than two persons as proxies to attend and to vote the shareholder's shares at any meeting of shareholders. Without limiting the manner in which a shareholder may appoint such a proxy pursuant to these By-Laws, the following shall constitute valid means by which a shareholder may make such an appointment:

- (a) A shareholder may sign a proxy appointment form. The shareholder's signature may be affixed by any reasonable means, including, but not limited to, by facsimile signature.
- (b) A shareholder may transmit or authorize the transmission of a telegram, cablegram, or other means of electronic transmission; provided that any such transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram, or other electronic transmission was authorized by the shareholder. If it is determined that the telegram, cablegram, or other electronic transmission is valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information upon which they relied.

No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Each proxy continues in full force and effect until revoked by the person appointing the proxy prior to the vote pursuant thereto, except as otherwise provided by law. Such revocation may be effected by a writing delivered to the secretary of the Corporation stating that the proxy is revoked or by a subsequent delivery of a valid proxy by, or by the attendance at the meeting and voting in person by the person appointing the proxy. The dates of the proxy shall presumptively determine the order of appointment.

SECTION 9. VOTING OF SHARES. Each outstanding share, regardless of class, shall be entitled to one vote in each matter submitted to a vote at a meeting of shareholders and, in all elections for Directors, every shareholder shall have the right to vote the number of shares owned by such shareholder for as many persons as there are Directors to be elected, or to cumulate such votes and give one candidate as many votes as shall equal the number of Directors multiplied by the number of such shares or to distribute such cumulative votes in any proportion among any number of candidates; provided that, vacancies on the Board of Directors may be filled as provided in Section 9, Article III of these By-Laws. A shareholder may vote either in person or by proxy.

SECTION 10. VOTING OF SHARES BY CERTAIN HOLDERS. Shares of this Corporation held by the Corporation in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares entitled to vote at any given time.

Shares registered in the name of another corporation, domestic or foreign, may be voted by any officer, agent, proxy or other legal representative authorized to vote such shares under the law of incorporation of such corporation.

Shares registered in the name of a deceased person, a minor ward or a person under legal disability may be voted by his or her administrator, executor, or court appointed guardian, either in person or by proxy without a transfer of such shares into the name of such administrator, executor, or court appointed guardian. Shares registered in the name of a trustee may be voted by him or her, either in person or by proxy.

Shares registered in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority so to do is contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

SECTION 11. VOTING BY BALLOT. Voting on any question or in any election may be *viva voce* unless the presiding officer shall order that voting be by ballot.

SECTION 12. INSPECTORS OF ELECTION. The Board of Directors in advance of any meeting of shareholders may appoint inspectors to act at such meeting or any adjournment thereof. If inspectors of election are not so appointed, the officer or person acting as chairman at any such meeting may, and on the request of any shareholder or his proxy, shall make such appointment. In case any person appointed as inspector shall fail to appear or to act, the vacancy may be filled by appointment made by the Board of Directors in advance of the meeting or at the meeting by the officer or person acting as chairman.

Such inspectors shall ascertain and report the number of shares represented at the meeting, based upon their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the shareholders.

Each report of an inspector shall be in writing and signed by him or her or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the

number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

SECTION 13. SHAREHOLDER ACTION BY WRITTEN CONSENT. In the case of action to be taken by a shareholder or shareholders by written consent, the shareholder or shareholders proposing to take such action shall give notice of the proposed action, which notice shall be in writing and delivered to and received by the Secretary at the principal office of the Corporation, a reasonable period (but not less than thirty-five days) before the proposed effective date of such action. To the extent relevant, such notice shall include the information referred to in the fourth sentence of the second paragraph of Article II, Section 1 of these By-Laws.

In the case of action to be taken by a shareholder or shareholders by written consent, no written consent shall be effective to take the action referred to therein unless written consents signed by a sufficient number of shareholders to take such action are delivered to and received by the Corporation in accordance with this Section within sixty days of the record date for taking such action by written consent, or if no such record date has been set, the date the earliest dated written consent was received by the Corporation in accordance with this Section.

Every written consent shall be signed by one or more persons who as of the record date are shareholders of record on such record date, shall bear the date of signature of each such shareholder, and shall set forth the name and address, as they appear in the Corporation's books, of each shareholder signing such consent and the class and number of shares of the Corporation which are owned of record and beneficially by each such shareholder and shall be delivered to and received by the Secretary of the Corporation at the Corporation's principal office by hand or by certified or registered mail, return receipt requested.

SECTION 14. RECORD DATE FOR SHAREHOLDER ACTION BY WRITTEN CONSENT. In order that the Corporation may determine the shareholders entitled to consent to action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten days (or if such tenth day is a day on which the New York Stock Exchange is not open for trading, the next day following such tenth day on which the New York Stock Exchange is open for trading), or in the case of any proposed action by written consent of a shareholder or shareholders with respect to a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets, not more than twenty days, after the date upon which the resolution fixing the record date is adopted by the Board of Directors (or such later date if the shareholder requests and the Board sets such later date as the record date). Any shareholder of record seeking to have the shareholders authorize or take action by written consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but no later than ten days (or if such tenth day is a day on which the New York Stock Exchange is not open for trading, the next day following such tenth day on which the New York Stock Exchange is open for trading) after the date on which such a request is received, adopt a resolution fixing the record date. Delivery of such request shall be by hand or by certified or registered mail, return receipt requested to the Secretary at the Corporation's principal office. If no record date has been fixed by the Board of Directors within ten days (or if such tenth day is a day on which the New York Stock Exchange is not open for trading, the next day following such tenth day on which the New York Stock Exchange is open for trading) after the date on which such request is received, the record date for determining shareholders entitled to consent to action in writing without a meeting, when no prior action by the Board of Directors is

required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to and received by the Secretary at the principal office of the Corporation. Delivery shall be by hand or by certified or registered mail, return receipt requested to the Secretary at the Corporation's principal office. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining shareholders entitled to consent to action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of Directors of the Corporation shall be thirteen. The terms of all Directors shall expire at the next annual meeting of shareholders following their election. Despite the expiration of a Director's term, he or she shall continue to serve until the next meeting of shareholders at which Directors are elected. Directors need not be residents of Illinois or shareholders of the Corporation.

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after, and at the same place as, the annual meeting of shareholders. Other regular meetings of the Board of Directors shall be held at the principal office of the Corporation on the second Friday of every month at 9:00 a.m. without other notice than this By-Law. The Board of Directors may provide, by resolution, for the holding of the regular monthly meetings at a different time and place, either within or without the State of Illinois, or for the omission of the regular monthly meeting altogether. Where the Board of Directors has, by resolution, changed or omitted regular meetings, no other notice than such resolution shall be given.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, the Chairman of the Executive Committee, the Chief Executive Officer, any President, or of any four Directors. The persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Illinois, as the place for holding any special meeting of the Board of Directors.

SECTION 5. NOTICE. Notice of any special meeting shall be given: (i) at least one day prior thereto if the notice is given personally or by an electronic transmission, (ii) at least two business days prior thereto if the notice is given by having it delivered by a third party entity that provides delivery services in the ordinary course of business and guarantees delivery of the notice to the Director no later than the following business day, and (iii) at least seven days prior thereto if the notice is given by mail. For this purpose, the term "electronic transmission" may include, but shall not be limited to, a telex, facsimile, or other electronic means. Notice shall be delivered to the Director's business address and/or telephone number and shall be deemed given upon

electronic transmission, upon delivery to the third party delivery service, or upon being deposited in the United States mail with postage thereon prepaid. Any Director may waive notice of any meeting by signing a written waiver of notice either before or after the meeting. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need to be specified in the notice or waiver of notice of such meeting.

SECTION 6. QUORUM. A majority of the number of Directors fixed by these By-Laws shall constitute a quorum for transaction of business at any meeting of the Board of Directors; provided, that if less than a majority of such number of Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 7. MANNER OF VOTING. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. INFORMAL ACTION BY DIRECTORS. Any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be.

The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more Directors. All the approvals evidencing the consent shall be delivered to the Secretary of the Corporation to be filed in the corporate records. The action taken shall be effective when all the Directors have approved the consent unless the consent specifies a different effective date.

Any such consent signed by all the Directors or all the members of a committee shall have the same effect as a unanimous vote.

SECTION 9. VACANCIES. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy shall serve until the next annual meeting of shareholders. A majority of Directors then in office may also fill one or more vacancies arising between meetings of shareholders by reason of an increase in the number of Directors or otherwise, and any Director so selected shall serve until the next annual meeting of shareholders, provided that at no time may the number of Directors selected to fill vacancies in this manner during any interim period between meetings of shareholders exceed 33-1/3 percent of the total membership of the Board of Directors.

SECTION 10. PRESUMPTION OF ASSENT. A Director of the Corporation who is present at a meeting of the Board of Directors or any committee thereof at which action on any corporate matter is taken is conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by registered or certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 11. APPOINTMENT OF AUDITORS. The Audit Committee shall appoint annually a firm of independent public accountants as auditors of the Corporation. Should the Audit Committee for any reason determine that such appointment be terminated, the Audit Committee shall appoint another firm of independent public accountants to act as auditors of the Corporation.

ARTICLE IV

COMMITTEES

SECTION 1. APPOINTMENT. A majority of the Board of Directors may create one or more committees and appoint members of the Board to serve on the committee or committees. Each committee shall have one or more members, who serve at the pleasure of the Board. The Board shall designate one member of each committee to be chairman of the committee. The Board shall designate a secretary of each committee who may be, but need not be, a member of the committee or the Board.

SECTION 2. COMMITTEE MEETINGS. A majority of any committee shall constitute a quorum and the act of the majority of the members of a committee present at a meeting at which a quorum is present shall be the act of such committee. A committee may act by unanimous consent in writing without a meeting. Committee meetings may be called by the Chairman of the Board, the chairman of the committee, or any two of the committee's members. The time and place of committee meetings shall be designated in the notice of such meeting. Notice of each committee meeting shall be given to each committee member. Each Committee shall keep minutes of its proceedings.

SECTION 3. EXECUTIVE COMMITTEE. The Board shall appoint an Executive Committee. A majority of the members of the Committee shall be selected from those Directors who satisfy the independence requirements of the Corporation's Corporate Governance Guidelines. The Executive Committee may, when the Board of Directors is not in session, exercise the authority of the Board in the management of the business and affairs of the Corporation; provided, however, the Committee may not:

- (1) authorize distributions;
- (2) approve or recommend to shareholders any act the Business Corporation Act of 1983 requires to be approved by shareholders;

- (3) fill vacancies on the Board or on any of its committees;
- (4) elect or remove Officers or fix the compensation of any member of the Committee;
- (5) adopt, amend or repeal the By-Laws;
- (6) approve a plan of merger not requiring shareholder approval;
- (7) authorize or approve reacquisition of shares, except according to a general formula or method prescribed by the Board;
- (8) authorize or approve the issuance or sale, or contract for sale, of shares, except that the Board may direct the Committee (i) to fix the specific terms of the issuance or sale or contract for sale, including without limitation the pricing terms or the designation and relative rights, preferences, and limitations of a series of shares if the Board has approved the maximum number of shares to be issued pursuant to such delegated authority, or (ii) to fix the price and the number of shares to be allocated to particular employees under an employee benefit plan; or
- (9) amend, alter, repeal, or take action inconsistent with any resolution or action of the Board of Directors when the resolution or action of the Board of Directors provides by its terms that it shall not be amended, altered or repealed by action of the Committee.

SECTION 4. AUDIT COMMITTEE. The Board of Directors shall appoint an Audit Committee. The composition of the members and the duties of such committee shall be as set forth in the Audit Committee Charter.

SECTION 5. COMPENSATION COMMITTEE. The Board of Directors shall appoint a Compensation Committee. The composition of the members and the duties of such committee shall be as set forth in the Compensation Committee Charter.

SECTION 6. NOMINATIONS AND GOVERNANCE COMMITTEE. The Board of Directors shall appoint a Nominations and Governance Committee. The composition of the members and the duties of such committee shall be as set forth in the Nominations and Governance Committee Charter.

SECTION 7. PUBLIC POLICY COMMITTEE. The Board of Directors shall appoint a Public Policy Committee. The composition of the members and the duties of such committee shall be as set forth in the Public Policy Committee Charter.

ARTICLE V

OFFICERS

SECTION 1. NUMBER. The Officers of the Corporation shall be the Chairman of the Board, the Chief Executive Officer, one or more Presidents, one or more Executive, Group or Senior Vice Presidents, one or more Vice Presidents, a Treasurer, a Secretary, a Controller, a General Counsel and such Assistant Treasurers and Assistant Secretaries as the Board of Directors may elect or the Chairman of the Board may appoint. Any two offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The Board of Directors may elect any Officer. The Chairman of the Board may appoint any Vice President, a Controller, a Treasurer, a Secretary and any Assistant Treasurers and Assistant Secretaries.

The Officers of the Corporation shall be elected or appointed annually. Each year, the Board of Directors shall elect Officers at the first meeting of the Board of Directors held after the annual meeting of shareholders. If the Board of Directors does not elect Officers at such meeting, such election shall be held as soon thereafter as conveniently may be. Each year, immediately following the election of Officers by the Board of Directors or as soon thereafter as conveniently may be, the Chairman of the Board shall appoint such additional Officers within the scope of the Chairman's authority as the Chairman deems necessary or appropriate.

Vacancies or new offices may be filled at any time as set forth in Section 4 of this Article V.

Each Officer shall hold office until his or her successor shall have been duly elected or appointed and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. REMOVAL OF OFFICERS. Any Officer may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby. Any Officer appointed by the Chairman of the Board may be removed by the Chairman whenever, in the Chairman's judgment, the best interests of the Corporation will be served thereby.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. A vacancy in any office appointed by the Chairman of the Board may be filled by the Chairman of the Board for the unexpired portion of the term.

SECTION 5. CHAIRMAN OF THE BOARD OF DIRECTORS AND CHIEF EXECUTIVE OFFICER. The Chairman shall preside at all meetings of the Board of Directors and the shareholders. The Chief Executive Officer shall be responsible for the overall management of the Corporation subject to the direction of the Board of Directors.

SECTION 6. PRESIDENT. Each President shall be the Chief Operating Officer of a major area of the Corporation's activities and shall perform such duties as may be prescribed by the Board of Directors or the Chief Executive Officer.

SECTION 7. EXECUTIVE, GROUP AND SENIOR VICE PRESIDENTS. Each Executive, Group, or Senior Vice President shall be responsible for supervising and coordinating a major area of the Corporation's activities subject to the direction of the Chief Executive Officer or a President.

SECTION 8. VICE PRESIDENTS. Each of the Vice Presidents shall be responsible for those activities designated by an Executive, Group, or Senior Vice President, a President, the Chief Executive Officer, or the Board of Directors.

SECTION 9. TREASURER. The Treasurer shall administer the investment, financing, insurance and credit activities of the Corporation.

SECTION 10. SECRETARY. The Secretary will be the custodian of the corporate records and of the seal of the Corporation, will countersign certificates for shares of the Corporation, and in general will perform all duties incident to the office of the Secretary. The Secretary shall have the authority to certify the By-Laws, resolutions of the shareholders and the Board of Directors and committees thereof, and other documents of the Corporation as true and correct copies hereof.

SECTION 11. CONTROLLER. The Controller will conduct the accounting activities of the Corporation, including the maintenance of the Corporation's general and supporting ledgers and books of account, operating budgets, and the preparation and consolidation of financial statements.

SECTION 12. GENERAL COUNSEL. The General Counsel will be the chief consultant of the Corporation on legal matters. He or she will supervise all matters of legal import concerning the interests of the Corporation.

SECTION 13. ASSISTANT TREASURER. The Assistant Treasurer shall, in the absence or incapacity of the Treasurer, perform the duties and exercise the powers of the Treasurer, and shall perform such other duties as shall from time to time be given to him or her by the Treasurer.

SECTION 14. ASSISTANT SECRETARY. The Assistant Secretary shall, in the absence or incapacity of the Secretary, perform the duties and exercise the powers of the Secretary, and shall perform such other duties as shall from time to time be given to him or her by the Secretary. The Assistant Secretary shall be, with the Secretary, keeper of the books, records, and the seal of the Corporation, and shall have the authority to certify the By-Laws, resolutions and other documents of the Corporation.

SECTION 15. GENERAL POWERS OF OFFICERS. The Chairman of the Board, the Chief Executive Officer, any President, and any Executive, Group or Senior Vice President, may sign without countersignature any deeds, mortgages, bonds, contracts, reports to public agencies, or other instruments whether or not the Board of Directors has expressly authorized execution of

such instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws solely to some other Officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed. Any other Officer of this Corporation may sign contracts, reports to public agencies, or other instruments which are in the regular course of business and within the scope of his or her authority, except where signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other Officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed.

ARTICLE VI

CERTIFICATES FOR SHARES, UNCERTIFICATED SHARES AND THEIR TRANSFER

SECTION 1. CERTIFICATES FOR SHARES AND UNCERTIFICATED SHARES. The issued shares of the Corporation shall be represented by certificates or shall be uncertificated shares. Certificates representing shares of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by any one of the Chairman of the Board, the Chief Executive Officer, a President or an Executive Vice President, and shall be countersigned by the Secretary or an Assistant Secretary and shall be sealed with the seal, or a facsimile of the seal, of the Corporation. If a certificate is countersigned by a Transfer Agent or Registrar, other than the Corporation itself or its employee, any other signatures or countersignature on the certificate may be facsimiles. In case any Officer of the Corporation, or any officer or employee of the Transfer Agent or Registrar who has signed or whose facsimile signature has been placed upon such certificate ceases to be an Officer of the Corporation, or an officer or employee of the Transfer Agent or Registrar before such certificate is issued, the certificate may be issued by the Corporation with the same effect as if the Officer of the Corporation, or the officer or employee of the Transfer Agent or Registrar had not ceased to be such at the date of its issue. Each certificate representing shares shall state: that the Corporation is organized under the laws of the State of Illinois; the name of the person to whom issued; the number and class of shares; and the designation of the series, if any, which such certificate represents. Each certificate shall be consecutively numbered or otherwise identified. The Board of Directors may provide by resolution that some or all of any or all classes or series of the Corporation's shares shall be uncertificated shares, provided that such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Within a reasonable time after the issuance or transfer of uncertificated shares, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this section. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares and rights and obligations of the holders of certificates representing shares of the same class and series shall be identical. The name of the person to whom the shares are issued, with the number of shares and date of issue, shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled, and no new certificate or uncertificated shares shall be issued in replacement therefor until the former certificate for a like number of shares shall have been surrendered and canceled, except in the case of lost, destroyed or mutilated certificates.

SECTION 2. TRANSFER AGENT AND REGISTRAR. The Board of Directors may from time to time appoint such Transfer Agents and Registrars in such locations as it shall determine, and may, in its discretion, appoint a single entity to act in the capacity of both Transfer Agent and Registrar in any one location.

SECTION 3. TRANSFER OF SHARES. Transfers of shares of the Corporation shall be made only on the books of the Corporation at the request of the holder of record thereof or of his attorney, lawfully constituted in writing, and on surrender for cancellation of the certificate for such shares, unless such shares are uncertificated. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

SECTION 4. LOST, DESTROYED OR MUTILATED CERTIFICATES. In case of lost, destroyed or mutilated certificates, duplicate certificates shall be issued to the person claiming the loss, destruction or mutilation, provided:

- (a) that the claimant furnishes an affidavit stating the facts of such loss, destruction or mutilation so far as known to him or her and further stating that the affidavit is made to induce the Corporation to issue a duplicate certificate or certificates; and that issuance of the duplicate certificate or certificates is approved:
 - (i) in a case involving a certificate or certificates for more than 1,000 shares, by the Chairman of the Board, the Chief Executive Officer, a President, an Executive Vice President, or the Secretary; or
 - (ii) in a case involving a certificate or certificates for 1,000 shares or less, by the Transfer Agent appointed by the Board of Directors for the transfer of the shares represented by such certificate or certificates;upon receipt of a bond, with one or more sureties, in the amount to be determined by the party giving such approval; or
- (b) that issuance of the said duplicate certificate or certificates is approved by the Board of Directors upon such terms and conditions as it shall determine.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January in each year and end on the last day of December in each year.

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ARTICLE VIII

VOTING SHARES OR INTERESTS IN OTHER CORPORATIONS

The Chairman of the Board, the Chief Executive Officer, a President, an Executive, Group, or Senior Vice President and each of them, shall have the authority to act for the Corporation by voting any shares or exercising any other interest owned by the Corporation in any other corporation or other business association, including wholly or partially owned subsidiaries of the Corporation, such authority to include, but not be limited to, power to attend any meeting of any such corporation or other business association, to vote shares in the election of directors and upon any other matter coming before any such meeting, to waive notice of any such meeting and to consent to the holding thereof without notice, and to appoint a proxy or proxies to represent the Corporation at any such meeting with all the powers that the said Officer would have under this section if personally present.


ARTICLE IX

DISTRIBUTIONS TO SHAREHOLDERS

The Board of Directors may authorize, and the Corporation may make, distributions to its shareholders, subject to any restriction in the Articles of Incorporation and subject also to the limitations prescribed by law.

ARTICLE X

SEAL

The Corporate Seal of the Corporation shall be in the form of a circle in the center of which is the insignia “” and shall have inscribed thereon the name of the Corporation and the words “an Illinois Corporation.”

ARTICLE XI

WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of The Business Corporation Act of 1983, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

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ARTICLE XII

AMENDMENTS

These By-Laws may be made, altered, amended or repealed by the shareholders or the Board of Directors.

BY-LAWS**OF****ABBOTT LABORATORIES**

Adopted by the Board of Directors
of Abbott Laboratories at the
Annual Meeting, April 11, 1963
as amended and restated, effective February 20, 2009

BY-LAWS OF ABBOTT LABORATORIES**ARTICLE I****OFFICES**

The principal office of the Corporation in the State of Illinois shall be located at the intersection of State Routes 43 and 137 in the County of Lake. The Corporation may have such other offices either within or without the State of Illinois as the business of the Corporation may require from time to time.

The registered office of the Corporation may be, but need not be, identical with the principal office in the State of Illinois. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II**SHAREHOLDERS**

SECTION 1. ANNUAL MEETING; TRANSACTION OF BUSINESS, NOMINATION OF DIRECTORS. The annual meeting of the shareholders shall be held at such place, on such date and at such time as shall be designated from time to time by the Board of Directors. The meeting shall be held for the purpose of electing Directors and for the transaction of such other business as is properly brought before the meeting in accordance with these By-Laws. If the election of Directors shall not be held on the day designated for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the shareholders as soon thereafter as conveniently may be.

To be properly brought before the annual meeting, business must be either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the annual meeting by or at the direction of the Board of Directors or (c) otherwise properly brought before the annual meeting by a shareholder of the Corporation (i) who is a shareholder of record on the record date for the determination of shareholders entitled to vote at such annual meeting, on the date such shareholder provides timely notice to the Corporation as provided herein and on the date of the annual meeting and (ii) who complies with the notice procedures set forth in this Section 1. In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a shareholder, the shareholder must have given timely notice thereof in writing to the Secretary. To be timely, a shareholder's notice to the Secretary must be delivered to and received at the principal executive office of the Corporation not less than ninety days and not more than one hundred twenty days prior to the anniversary date of the preceding annual meeting of shareholders; provided, however, that in the event that the annual meeting is called for a date that is not within twenty-five days before or after such anniversary date, notice by the shareholder in order to be timely must be so delivered and received not later than the close of business on the tenth day following the day on which such notice of the date of the annual meeting was mailed or such public announcement in a press release or in a filing with the Securities and Exchange Commission of the date of the annual

meeting was made, whichever first occurs. A shareholder's notice to the Secretary shall set forth as to each matter the shareholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of the shareholder proposing such business, (iii) the class and number of shares of the Corporation which are beneficially owned by the shareholder and (iv) any material interest of the shareholder in such business.

Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Section 1.

The Chairman of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 1, and if he should so determine, he shall so declare to the meeting and such business not properly brought before the meeting shall not be transacted.

Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the Corporation at the annual meeting may be made at such annual meeting of shareholders by or at the direction of the Board of Directors, by any nominating committee or person appointed by the Board of Directors, or by any shareholder of the Corporation entitled to vote for the election of directors at such meeting (i) who is a shareholder of record on the record date for the determination of shareholders entitled to vote at such annual meeting, on the date such shareholder provides timely notice to the Corporation as provided herein and on the date of the annual meeting and (ii) who complies with the notice procedures set forth in this Section 1. Such nominations, other than those made by or at the direction of the Board of Directors or by a committee or person appointed by the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary. To be timely, a shareholder's notice to the Secretary must be delivered to and received at the principal executive office of the Corporation not less than ninety days and not more than one hundred twenty days prior to the anniversary date of the preceding annual meeting of shareholders; provided, however, that in the event that the annual meeting is called for a date that is not within twenty five days before or after such anniversary date, notice by the shareholder in order to be timely must be so

delivered and received not later than the close of business on the tenth day following the day on which such notice of the date of the annual meeting was mailed or such public announcement in a press release or in a filing with the Securities and Exchange Commission of the date of the annual meeting was made, whichever first occurs. Such shareholder's notice to the Secretary shall set forth: (a) as to each person whom the shareholder proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class and number of shares of capital stock of the Corporation which are beneficially owned by the person and (iv) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended; and (b) as to the shareholder giving the notice, (i) the name and record address of such shareholder and (ii) the class and number of shares of the Corporation which are beneficially

owned by such shareholder. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as director of the Corporation. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth herein.

The Chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be called by the Chairman of the Board, the Chief Executive Officer, any President, the Board of Directors or by a shareholder (or shareholders) holding not less than one-fifth of all the outstanding shares entitled to vote on the matter for which the meeting is called.

To be properly brought before the special meeting, business must be either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the special meeting by or at the direction of the Board of Directors or (c) otherwise properly brought before the special meeting by a shareholder (or shareholders) of the Corporation holding sufficient shares to call a special meeting as provided in the first paragraph of this Section 2 and (i) being shareholder(s) of record on the record date for the determination of shareholders entitled to vote at such special meeting, on the date such shareholder(s) provide(s) timely notice to the Corporation as provided herein and on the date of the special meeting and (ii) complying with the notice procedures set forth in this Section 2. In addition to any other applicable requirements, for business to be properly brought by a shareholder before a special meeting, the shareholder must have given timely notice thereof in writing to the Secretary. To be timely, a shareholder's notice must be delivered to and received at the principal office of the Corporation, in the case of a special meeting of shareholders, not earlier than sixty days nor later than ninety days prior to the date of the special meeting. A shareholder's notice to the Secretary shall set forth as to each matter the shareholder proposes to be brought before the special meeting (i) a brief description of the business desired to be brought before the special meeting and the reasons for conducting such business at the special meeting, (ii) the name and record address of the shareholder proposing such business, (iii) the class and number of shares of the Corporation which are beneficially owned by the shareholder and (iv) any material interest of the shareholder in such business.

Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at the special meeting except in accordance with the procedures set forth in this Section 2.

The Chairman of a special meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 2, and if he should so determine, he shall so declare to the meeting and such business not properly brought before the meeting shall not be transacted.

SECTION 3. PLACE OF MEETING. The Board of Directors may designate any place, either within or without the State of Illinois, as the place of meeting for any annual meeting or for any special meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Illinois.

SECTION 4. NOTICE OF MEETINGS. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, or in the cases of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets not less than twenty nor more than sixty days before the meeting, either personally or by mail, by or at the direction of the Chairman of the Board, the Chief Executive Officer, any President, or the Secretary or the persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his or her address as it appears on the records of the Corporation, with postage thereon prepaid.

SECTION 5. FIXING RECORD DATE. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the Corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty days and, for a meeting of shareholders, not less than ten days, or in the case of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets not less than twenty days, immediately preceding such meeting.

SECTION 6. VOTING LISTS. The Secretary shall make, or cause to have made, within twenty days after the record date for a meeting of shareholders or ten days before such meeting, whichever is earlier, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder and to copying at the shareholder's expense, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in this State, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

SECTION 7. QUORUM. A majority of the outstanding shares of the Corporation entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum for consideration of such matter at a meeting of shareholders. If a quorum is present, the affirmative vote of the majority of the

determination. If a quorum is not present or represented at any meeting of shareholders, the Chairman of the meeting, or if so requested by the Chairman, the shareholders present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum shall be present or represented. In addition, the Chairman of any meeting of shareholders shall have the power to adjourn the meeting at the request of the Board of Directors if the Board of Directors determines that adjournment is necessary or appropriate to enable shareholders to fully consider information which the Board of Directors determines has not been made sufficiently or timely available to shareholders or is otherwise in the best interests of shareholders.

SECTION 8. PROXIES. A shareholder may appoint a proxy to vote or otherwise act for the shareholder by delivering a valid appointment to the person so appointed or such person's agent; PROVIDED, HOWEVER, no shareholder may name more than two persons as proxies to attend and to vote the shareholder's shares at any meeting of shareholders. Without limiting the manner in which a shareholder may appoint such a proxy pursuant to these By-Laws, the following shall constitute valid means by which a shareholder may make such an appointment:

- (a) A shareholder may sign a proxy appointment form. The shareholder's signature may be affixed by any reasonable means, including, but not limited to, by facsimile signature.
- (b) A shareholder may transmit or authorize the transmission of a telegram, cablegram, or other means of electronic transmission; provided that any such transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram, or other electronic transmission was authorized by the shareholder. If it is determined that the telegram, cablegram, or other electronic transmission is valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information upon which they relied.

No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Each proxy continues in full force and effect until revoked by the person appointing the proxy prior to the vote pursuant thereto, except as otherwise provided by law. Such revocation may be effected by a writing delivered to the secretary of the Corporation stating that the proxy is revoked or by a subsequent delivery of a valid proxy by, or by the attendance at the meeting and voting in person by the person appointing the proxy. The dates of the proxy shall presumptively determine the order of appointment.

SECTION 9. VOTING OF SHARES. Each outstanding share, regardless of class, shall be entitled to one vote in each matter submitted to a vote at a meeting of shareholders and, in all elections for Directors, every shareholder shall have the right to vote the number of shares owned by such shareholder for as many persons as there are Directors to be elected, or to cumulate such votes and give one candidate as many votes as shall equal the number of Directors multiplied by the number of such shares or to distribute such cumulative votes in any proportion among any number of candidates; provided that, vacancies on the Board of Directors may be filled as provided in Section 9, Article III of these By-Laws. A shareholder may vote either in person or by proxy.

SECTION 10. VOTING OF SHARES BY CERTAIN HOLDERS. Shares of this Corporation held by the Corporation in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares entitled to vote at any given time.

Shares registered in the name of another corporation, domestic or foreign, may be voted by any officer, agent, proxy or other legal representative authorized to vote such shares under the law of incorporation of such corporation.

Shares registered in the name of a deceased person, a minor ward or a person under legal disability may be voted by his or her administrator, executor, or court appointed guardian, either in person or by proxy without a transfer of such shares into the name of such administrator, executor, or court appointed guardian. Shares registered in the name of a trustee may be voted by him or her, either in person or by proxy.

Shares registered in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority so to do is contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

SECTION 11. VOTING BY BALLOT. Voting on any question or in any election may be *viva voce* unless the presiding officer shall order that voting be by ballot.

SECTION 12. INSPECTORS OF ELECTION. The Board of Directors in advance of any meeting of shareholders may appoint inspectors to act at such meeting or any adjournment thereof. If inspectors of election are not so appointed, the officer or person acting as chairman at any such meeting may, and on the request of any shareholder or his proxy, shall make such appointment. In case any person appointed as inspector shall fail to appear or to act, the vacancy may be filled by appointment made by the Board of Directors in advance of the meeting or at the meeting by the officer or person acting as chairman.

Such inspectors shall ascertain and report the number of shares represented at the meeting, based upon their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the shareholders.

Each report of an inspector shall be in writing and signed by him or her or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the

SECTION 13. SHAREHOLDER ACTION BY WRITTEN CONSENT. In the case of action to be taken by a shareholder or shareholders by written consent, the shareholder or shareholders proposing to take such action shall give notice of the proposed action, which notice shall be in writing and delivered to and received by the Secretary at the principal office of the Corporation, a reasonable period (but not less than thirty-five days) before the proposed effective date of such action. To the extent relevant, such notice shall include the information referred to in the fourth sentence of the second paragraph of Article II, Section 1 of these By-Laws.

In the case of action to be taken by a shareholder or shareholders by written consent, no written consent shall be effective to take the action referred to therein unless written consents signed by a sufficient number of shareholders to take such action are delivered to and received by the Corporation in accordance with this Section within sixty days of the record date for taking such action by written consent, or if no such record date has been set, the date the earliest dated written consent was received by the Corporation in accordance with this Section.

Every written consent shall be signed by one or more persons who as of the record date are shareholders of record on such record date, shall bear the date of signature of each such shareholder, and shall set forth the name and address, as they appear in the Corporation's books, of each shareholder signing such consent and the class and number of shares of the Corporation which are owned of record and beneficially by each such shareholder and shall be delivered to and received by the Secretary of the Corporation at the Corporation's principal office by hand or by certified or registered mail, return receipt requested.

SECTION 14. RECORD DATE FOR SHAREHOLDER ACTION BY WRITTEN CONSENT. In order that the Corporation may determine the shareholders entitled to consent to action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten days (or if such tenth day is a day on which the New York Stock Exchange is not open for trading, the next day following such tenth day on which the New York Stock Exchange is open for trading), or in the case of any proposed action by written consent of a shareholder or shareholders with respect to a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets, not more than twenty days, after the date upon which the resolution fixing the record date is adopted by the Board of Directors (or such later date if the shareholder requests and the Board sets such later date as the record date). Any shareholder of record seeking to have the shareholders authorize or take action by written consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but no later than ten days (or if such tenth day is a day on which the New York Stock Exchange is not open for trading, the next day following such tenth day on which the New York Stock Exchange is open for trading) after the date on which such a request is received, adopt a resolution fixing the record date. Delivery of such request shall be by hand or by certified or registered mail, return receipt requested to the Secretary at the Corporation's principal office. If no record date has been fixed by the Board of Directors within ten days (or if such tenth day is a day on which the New York Stock Exchange is not open for trading, the next day following such tenth day on which the New York Stock Exchange is open for trading) after the date on which such request is received, the record date for determining shareholders entitled to consent to action in writing without a meeting, when no prior action by the Board of Directors is

required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to and received by the Secretary at the principal office of the Corporation. Delivery shall be by hand or by certified or registered mail, return receipt requested to the Secretary at the Corporation's principal office. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining shareholders entitled to consent to action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of Directors of the Corporation shall be fourteen. The terms of all Directors shall expire at the next annual meeting of shareholders following their election. Despite the expiration of a Director's term, he or she shall continue to serve until the next meeting of shareholders at which Directors are elected. Directors need not be residents of Illinois or shareholders of the Corporation.

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after, and at the same place as, the annual meeting of shareholders. Other regular meetings of the Board of Directors shall be held at the principal office of the Corporation on the second Friday of every month at 9:00 a.m. without other notice than this By-Law. The Board of Directors may provide, by resolution, for the holding of the regular monthly meetings at a different time and place, either within or without the State of Illinois, or for the omission of the regular monthly meeting altogether. Where the Board of Directors has, by resolution, changed or omitted regular meetings, no other notice than such resolution shall be given.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, the Chairman of the Executive Committee, the Chief Executive Officer, any President, or of any four Directors. The persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Illinois, as the place for holding any special meeting of the Board of Directors.

SECTION 5. NOTICE. Notice of any special meeting shall be given: (i) at least one day prior thereto if the notice is given personally or by an electronic transmission, (ii) at least two business days prior thereto if the notice is given by having it delivered by a third party entity that provides delivery services in the ordinary course of business and guarantees delivery of the notice to the Director no later than the following business day, and (iii) at least seven days prior thereto if the notice is given by mail. For this purpose, the term "electronic transmission" may include, but shall not be limited to, a telex, facsimile, or other electronic means. Notice shall be delivered to the Director's business address and/or telephone number and shall be deemed given upon

electronic transmission, upon delivery to the third party delivery service, or upon being deposited in the United States mail with postage thereon prepaid. Any Director may waive notice of any meeting by signing a written waiver of notice either before or after the meeting. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need to be specified in the notice or waiver of notice of such meeting.

SECTION 6. QUORUM. A majority of the number of Directors fixed by these By-Laws shall constitute a quorum for transaction of business at any meeting of the Board of Directors; provided, that if less than a majority of such number of Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 7. MANNER OF VOTING. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. INFORMAL ACTION BY DIRECTORS. Any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be.

The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more Directors. All the approvals evidencing the consent shall be delivered to the Secretary of the Corporation to be filed in the corporate records. The action taken shall be effective when all the Directors have approved the consent unless the consent specifies a different effective date.

Any such consent signed by all the Directors or all the members of a committee shall have the same effect as a unanimous vote.

SECTION 9. VACANCIES. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy shall serve until the next annual meeting of shareholders. A majority of Directors then in office may also fill one or more vacancies arising between meetings of shareholders by reason of an increase in the number of Directors or otherwise, and any Director so selected shall serve until the next annual meeting of shareholders, provided that at no time may the number of Directors selected to fill vacancies in this manner during any interim period between meetings of shareholders exceed 33-1/3 percent of the total membership of the Board of Directors.

SECTION 10. PRESUMPTION OF ASSENT. A Director of the Corporation who is present at a meeting of the Board of Directors or any committee thereof at which action on any corporate matter is taken is conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by registered or certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 11. APPOINTMENT OF AUDITORS. The Audit Committee shall appoint annually a firm of independent public accountants as auditors of the Corporation. Should the Audit Committee for any reason determine that such appointment be terminated, the Audit Committee shall appoint another firm of independent public accountants to act as auditors of the Corporation.

ARTICLE IV

COMMITTEES

SECTION 1. APPOINTMENT. A majority of the Board of Directors may create one or more committees and appoint members of the Board to serve on the committee or committees. Each committee shall have one or more members, who serve at the pleasure of the Board. The Board shall designate one member of each committee to be chairman of the committee. The Board shall designate a secretary of each committee who may be, but need not be, a member of the committee or the Board.

SECTION 2. COMMITTEE MEETINGS. A majority of any committee shall constitute a quorum and the act of the majority of the members of a committee present at a meeting at which a quorum is present shall be the act of such committee. A committee may act by unanimous consent in writing without a meeting. Committee meetings may be called by the Chairman of the Board, the chairman of the committee, or any two of the committee's members. The time and place of committee meetings shall be designated in the notice of such meeting. Notice of each committee meeting shall be given to each committee member. Each Committee shall keep minutes of its proceedings.

SECTION 3. EXECUTIVE COMMITTEE. The Board shall appoint an Executive Committee. A majority of the members of the Committee shall be selected from those Directors who satisfy the independence requirements of the Corporation's Corporate Governance Guidelines. The Executive Committee may, when the Board of Directors is not in session, exercise the authority of the Board in the management of the business and affairs of the Corporation; provided, however, the Committee may not:

- (1) authorize distributions;
- (2) approve or recommend to shareholders any act the Business Corporation Act of 1983 requires to be approved by shareholders;

- (3) fill vacancies on the Board or on any of its committees;
- (4) elect or remove Officers or fix the compensation of any member of the Committee;
- (5) adopt, amend or repeal the By-Laws;
- (6) approve a plan of merger not requiring shareholder approval;
- (7) authorize or approve reacquisition of shares, except according to a general formula or method prescribed by the Board;
- (8) authorize or approve the issuance or sale, or contract for sale, of shares, except that the Board may direct the Committee (i) to fix the specific terms of the issuance or sale or contract for sale, including without limitation the pricing terms or the designation and relative rights, preferences, and limitations of a series of shares if the Board has approved the maximum number of shares to be issued pursuant to such delegated authority, or (ii) to fix the price and the number of shares to be allocated to particular employees under an employee benefit plan; or
- (9) amend, alter, repeal, or take action inconsistent with any resolution or action of the Board of Directors when the resolution or action of the Board of Directors provides by its terms that it shall not be amended, altered or repealed by action of the Committee.

SECTION 4. AUDIT COMMITTEE. The Board of Directors shall appoint an Audit Committee. The composition of the members and the duties of such committee shall be as set forth in the Audit Committee Charter.

SECTION 5. COMPENSATION COMMITTEE. The Board of Directors shall appoint a Compensation Committee. The composition of the members and the duties of such committee shall be as set forth in the Compensation Committee Charter.

SECTION 6. NOMINATIONS AND GOVERNANCE COMMITTEE. The Board of Directors shall appoint a Nominations and Governance Committee. The composition of the members and the duties of such committee shall be as set forth in the Nominations and Governance Committee Charter.

SECTION 7. PUBLIC POLICY COMMITTEE. The Board of Directors shall appoint a Public Policy Committee. The composition of the members and the duties of such committee shall be as set forth in the Public Policy Committee Charter.

ARTICLE V

OFFICERS

SECTION 1. NUMBER. The Officers of the Corporation shall be the Chairman of the Board, the Chief Executive Officer, one or more Presidents, one or more Executive, Group or Senior Vice Presidents, one or more Vice Presidents, a Treasurer, a Secretary, a Controller, a General Counsel and such Assistant Treasurers and Assistant Secretaries as the Board of Directors may elect or the Chairman of the Board may appoint. Any two offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The Board of Directors may elect any Officer. The Chairman of the Board may appoint any Vice President, a Controller, a Treasurer, a Secretary and any Assistant Treasurers and Assistant Secretaries.

The Officers of the Corporation shall be elected or appointed annually. Each year, the Board of Directors shall elect Officers at the first meeting of the Board of Directors held after the annual meeting of shareholders. If the Board of Directors does not elect Officers at such meeting, such election shall be held as soon thereafter as conveniently may be. Each year, immediately following the election of Officers by the Board of Directors or as soon thereafter as conveniently may be, the Chairman of the Board shall appoint such additional Officers within the scope of the Chairman's authority as the Chairman deems necessary or appropriate.

Vacancies or new offices may be filled at any time as set forth in Section 4 of this Article V.

Each Officer shall hold office until his or her successor shall have been duly elected or appointed and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. REMOVAL OF OFFICERS. Any Officer may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby. Any Officer appointed by the Chairman of the Board may be removed by the Chairman whenever, in the Chairman's judgment, the best interests of the Corporation will be served thereby.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. A vacancy in any office appointed by the Chairman of the Board may be filled by the Chairman of the Board for the unexpired portion of the term.

SECTION 5. CHAIRMAN OF THE BOARD OF DIRECTORS AND CHIEF EXECUTIVE OFFICER. The Chairman shall preside at all meetings of the Board of Directors and the shareholders. The Chief Executive Officer shall be responsible for the overall management of the Corporation subject to the direction of the Board of Directors.

SECTION 6. PRESIDENT. Each President shall be the Chief Operating Officer of a major area of the Corporation's activities and shall perform such duties as may be prescribed by the Board of Directors or the Chief Executive Officer.

SECTION 7. EXECUTIVE, GROUP AND SENIOR VICE PRESIDENTS. Each Executive, Group, or Senior Vice President shall be responsible for supervising and coordinating a major area of the Corporation's activities subject to the direction of the Chief Executive Officer or a President.

SECTION 8. VICE PRESIDENTS. Each of the Vice Presidents shall be responsible for those activities designated by an Executive, Group, or Senior Vice President, a President, the Chief Executive Officer, or the Board of Directors.

SECTION 9. TREASURER. The Treasurer shall administer the investment, financing, insurance and credit activities of the Corporation.

SECTION 10. SECRETARY. The Secretary will be the custodian of the corporate records and of the seal of the Corporation, will countersign certificates for shares of the Corporation, and in general will perform all duties incident to the office of the Secretary. The Secretary shall have the authority to certify the By-Laws, resolutions of the shareholders and the Board of Directors and committees thereof, and other documents of the Corporation as true and correct copies hereof.

SECTION 11. CONTROLLER. The Controller will conduct the accounting activities of the Corporation, including the maintenance of the Corporation's general and supporting ledgers and books of account, operating budgets, and the preparation and consolidation of financial statements.

SECTION 12. GENERAL COUNSEL. The General Counsel will be the chief consultant of the Corporation on legal matters. He or she will supervise all matters of legal import concerning the interests of the Corporation.

SECTION 13. ASSISTANT TREASURER. The Assistant Treasurer shall, in the absence or incapacity of the Treasurer, perform the duties and exercise the powers of the Treasurer, and shall perform such other duties as shall from time to time be given to him or her by the Treasurer.

SECTION 14. ASSISTANT SECRETARY. The Assistant Secretary shall, in the absence or incapacity of the Secretary, perform the duties and exercise the powers of the Secretary, and shall perform such other duties as shall from time to time be given to him or her by the Secretary. The Assistant Secretary shall be, with the Secretary, keeper of the books, records, and the seal of the Corporation, and shall have the authority to certify the By-Laws, resolutions and other documents of the Corporation.

SECTION 15. GENERAL POWERS OF OFFICERS. The Chairman of the Board, the Chief Executive Officer, any President, and any Executive, Group or Senior Vice President, may sign without countersignature any deeds, mortgages, bonds, contracts, reports to public agencies, or other instruments whether or not the Board of Directors has expressly authorized execution of

such instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws solely to some other Officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed. Any other Officer of this Corporation may sign contracts, reports to public agencies, or other instruments which are in the regular course of business and within the scope of his or her authority, except where signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other Officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed.

ARTICLE VI

CERTIFICATES FOR SHARES, UNCERTIFICATED SHARES AND THEIR TRANSFER

SECTION 1. CERTIFICATES FOR SHARES AND UNCERTIFICATED SHARES. The issued shares of the Corporation shall be represented by certificates or shall be uncertificated shares. Certificates representing shares of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by any one of the Chairman of the Board, the Chief Executive Officer, a President or an Executive Vice President, and shall be countersigned by the Secretary or an Assistant Secretary and shall be sealed with the seal, or a facsimile of the seal, of the Corporation. If a certificate is countersigned by a Transfer Agent or Registrar, other than the Corporation itself or its employee, any other signatures or countersignature on the certificate may be facsimiles. In case any Officer of the Corporation, or any officer or employee of the Transfer Agent or Registrar who has signed or whose facsimile signature has been placed upon such certificate ceases to be an Officer of the Corporation, or an officer or employee of the Transfer Agent or Registrar before such certificate is issued, the certificate may be issued by the Corporation with the same effect as if the Officer of the Corporation, or the officer or employee of the Transfer Agent or Registrar had not ceased to be such at the date of its issue. Each certificate representing shares shall state: that the Corporation is organized under the laws of the State of Illinois; the name of the person to whom issued; the number and class of shares; and the designation of the series, if any, which such certificate represents. Each certificate shall be consecutively numbered or otherwise identified. The Board of Directors may provide by resolution that some or all of any or all classes or series of the Corporation's shares shall be uncertificated shares, provided that such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Within a reasonable time after the issuance or transfer of uncertificated shares, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this section. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares and rights and obligations of the holders of certificates representing shares of the same class and series shall be identical. The name of the person to whom the shares are issued, with the number of shares and date of issue, shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled, and no new certificate or uncertificated shares shall be issued in replacement therefor until the former certificate for a like number of shares shall have been surrendered and canceled, except in the case of lost, destroyed or mutilated certificates.

SECTION 2. TRANSFER AGENT AND REGISTRAR. The Board of Directors may from time to time appoint such Transfer Agents and Registrars in such locations as it shall determine, and may, in its discretion, appoint a single entity to act in the capacity of both Transfer Agent and Registrar in any one location.

SECTION 3. TRANSFER OF SHARES. Transfers of shares of the Corporation shall be made only on the books of the Corporation at the request of the holder of record thereof or of his attorney, lawfully constituted in writing, and on surrender for cancellation of the certificate for such shares, unless such shares are uncertificated. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

SECTION 4. LOST, DESTROYED OR MUTILATED CERTIFICATES. In case of lost, destroyed or mutilated certificates, duplicate certificates shall be issued to the person claiming the loss, destruction or mutilation, provided:

- (a) that the claimant furnishes an affidavit stating the facts of such loss, destruction or mutilation so far as known to him or her and further stating that the affidavit is made to induce the Corporation to issue a duplicate certificate or certificates; and that issuance of the duplicate certificate or certificates is approved:
 - (i) in a case involving a certificate or certificates for more than 1,000 shares, by the Chairman of the Board, the Chief Executive Officer, a President, an Executive Vice President, or the Secretary; or
 - (ii) in a case involving a certificate or certificates for 1,000 shares or less, by the Transfer Agent appointed by the Board of Directors for the transfer of the shares represented by such certificate or certificates;upon receipt of a bond, with one or more sureties, in the amount to be determined by the party giving such approval; or
- (b) that issuance of the said duplicate certificate or certificates is approved by the Board of Directors upon such terms and conditions as it shall determine.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January in each year and end on the last day of December in each year.

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ARTICLE VIII

VOTING SHARES OR INTERESTS IN OTHER CORPORATIONS

The Chairman of the Board, the Chief Executive Officer, a President, an Executive, Group, or Senior Vice President and each of them, shall have the authority to act for the Corporation by voting any shares or exercising any other interest owned by the Corporation in any other corporation or other business association, including wholly or partially owned subsidiaries of the Corporation, such authority to include, but not be limited to, power to attend any meeting of any such corporation or other business association, to vote shares in the election of directors and upon any other matter coming before any such meeting, to waive notice of any such meeting and to consent to the holding thereof without notice, and to appoint a proxy or proxies to represent the Corporation at any such meeting with all the powers that the said Officer would have under this section if personally present.


ARTICLE IX

DISTRIBUTIONS TO SHAREHOLDERS

The Board of Directors may authorize, and the Corporation may make, distributions to its shareholders, subject to any restriction in the Articles of Incorporation and subject also to the limitations prescribed by law.

ARTICLE X

SEAL

The Corporate Seal of the Corporation shall be in the form of a circle in the center of which is the insignia “” and shall have inscribed thereon the name of the Corporation and the words “an Illinois Corporation.”

ARTICLE XI

WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of The Business Corporation Act of 1983, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

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ARTICLE XII

AMENDMENTS

These By-Laws may be made, altered, amended or repealed by the shareholders or the Board of Directors.

**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 section 10 of the Company's 1996 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 the 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.
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

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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

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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.

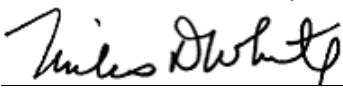
15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law. To

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
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 1996 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 the 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.
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

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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

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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 Performance Restricted Stock Award is intended to qualify as qualified performance-based compensation under Section 162(m) of the Internal Revenue Code of 1986, as amended (the “Code”), 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

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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

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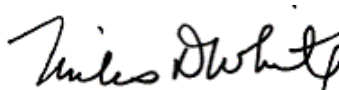
herein to the contrary, for all purposes of this Agreement, the Employee shall not be deemed to have had a termination of service unless the Employee has incurred a separation from service as defined in Treasury Regulation §1.409A-1(h) and, to the extent required to avoid accelerated taxation and/or 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
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 1996 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

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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

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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.

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- 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.

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

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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.

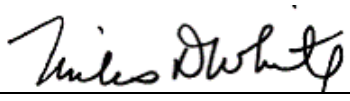
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- (b) By accepting the Option, the Employee voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data as described in this Section, in electronic or other form. The Employee is not obligated 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.

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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.

By _____

Miles D. White
Chairman and Chief Executive Officer

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 «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") 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 1996 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 employment or within twelve (12) months after the date of termination or

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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.
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 and state securities and other laws (including any registration requirements)

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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. The Option is intended to be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). The Program and this Agreement shall be administered and interpreted in a

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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.

19. 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

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**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 1996 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 the 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.
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

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

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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.

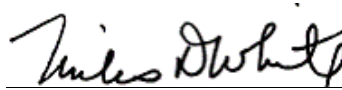
14. Succession. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee and the Employee's Representative.
15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or 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", 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 1996 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 the 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 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,

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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 Employee is not obliged to consent to such collection, use, processing and

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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.

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

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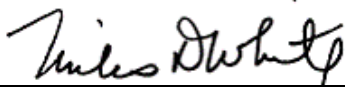
Employee of business ethics; (D) an act of fraud, embezzlement or theft committed by the Employee in connection with the Employee's duties or in the course of the Employee's employment; or (E) wrongful disclosure by the Employee of secret processes or confidential information of the Company or its Subsidiaries.

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 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.

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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.

By _____

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 1996 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, exchanged, assigned, transferred, pledged or otherwise disposed of, and shall be subject to forfeiture as set forth in Section 6 below.

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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), all 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 and to cause any 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 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

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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.

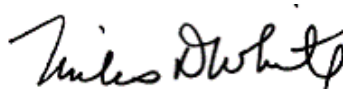
15. Section 409A. To the extent applicable, it is intended that this Agreement comply with or be exempt from the provisions of Code Section 409A. The Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement to fail to satisfy 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

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 1996 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.
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

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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 full 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 full 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 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

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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 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.

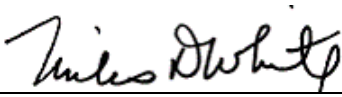
By accepting the Option, the Director voluntarily and unambiguously acknowledges and consents to the collection, use, processing and transfer of Personal Data as described in this Section, in electronic or other form. The Director is not obligated to consent to such collection, use, processing and transfer 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 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. 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

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.

By _____

Miles D. White
Chairman and Chief Executive Officer