UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): February 27, 2015

Mylan N.V.
(Exact name of registrant as specified in its charter)

The Netherlands	**333-199861**	**98-1189497**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

Albany Gate, Darkes Lane **Potters Bar, Herts**	**EN6 1AG, UNITED KINGDOM**
(Address of principal executive offices)	**(Zip Code)**

+44 (0) 1707 853 000
(Registrant's telephone number, including area code)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

Second Supplemental Indenture to the Cash Convertible Notes Indenture

On February 27, 2015, Mylan Inc., a Pennsylvania corporation ("Mylan"), as the issuer, Mylan N.V., a public limited company (*naamloze vennootschap*) organized and existing under the laws of the Netherlands, with its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands ("New Mylan") and The Bank of New York Mellon, as the trustee (the "Trustee"), entered into the Second Supplemental Indenture (the "Second Supplemental Indenture") to the Indenture dated as of September 15, 2008 (the "Convertible Notes Indenture"), as supplemented by the First Supplemental Indenture dated as of November 29, 2011, by and between Mylan and the Trustee. The Second Supplemental Indenture provides, among other things, that for all cash conversions with a Cash Conversion Trigger Date (as defined in the Convertible Notes Indenture) on or after the date of the consummation of the Merger (as defined below), the cash settlement of the Conversion Reference Value (as defined in the Convertible Notes Indenture) will be based on the value over the applicable Conversion Reference Period (as defined in the Convertible Notes Indenture) of the New Mylan ordinary shares, which holders of shares of Mylan common stock receive in respect of each share of Mylan common stock at or around the date of the consummation of the Merger (as defined below). The Second Supplemental Indenture also modifies certain other provisions of the Convertible Notes Indenture to reflect that Mylan will be a wholly-owned subsidiary of New Mylan.

The foregoing summary of the Second Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the complete terms of the Second Supplemental Indenture, a copy of which is filed with this Current Report as Exhibit 4.1 and incorporated herein by reference.

Warrants and Convertible Note Hedges

On February 27, 2015, Mylan received notices from each of Merrill Lynch International ("Merrill Lynch") and Goldman Sachs & Co. ("GS", and together with Merrill Lynch, the "Dealers"), adjusting the terms of certain confirmations, entered into September 9, 2008 with the Dealers pursuant to which Mylan sold to the Dealers, and the Dealers purchased from Mylan, warrants to purchase shares of Mylan common stock (the "Warrants"). As a result of the adjustments, among other things, Mylan will settle its obligations under the Warrants by delivering New Mylan ordinary shares. Mylan also received notices from each of the Dealers adjusting the terms of certain confirmations, entered into September 9, 2008 with the Dealers related to Mylan's convertible note hedges, as required by the terms of the original confirmations.

On February 27, 2015, New Mylan entered into guarantees pursuant to which New Mylan will guarantee all payments, deliveries and performance by Mylan under the Warrants.

Senior Notes Guarantees

On February 27, 2015, New Mylan, Mylan and The Bank of New York Mellon, as the Trustee, entered into (i) the Third Supplemental Indenture to the Convertible Notes Indenture, as supplemented by the Second Supplemental Indenture dated as of February 27, 2015 (the "Supplemental Convertible Notes Indenture"), (ii) the Second Supplemental Indenture to the Indenture dated as of May 19, 2010 (the "2010 Indenture"), as supplemented by the First Supplemental Indenture dated as of November 29, 2011, by and between Mylan and the trustee, (iii) the First Supplemental Indenture to the Indenture dated as of December 21, 2012 (the "2012 Indenture"), by and between Mylan and the trustee, (iv) the First Supplemental Indenture to the Indenture dated as of June 25, 2013 (the "June 2013 Indenture"), by and between Mylan and the trustee, and (v) the Second Supplemental Indenture to the Indenture dated as of November 29, 2013 (the "November 2013 Indenture" and, together with the Supplemental Convertible Notes Indenture, the 2010 Indenture, the 2012 Indenture and the June 2013 Indenture, the "Senior Notes Indentures"), as supplemented by the First Supplemental Indenture dated as of November 29, 2013, by and between Mylan and the trustee, in each case, pursuant to which New Mylan guaranteed all of Mylan's obligations under each series of senior notes outstanding under each Senior Notes Indenture.

The foregoing summary of the supplemental indentures does not purport to be complete and is qualified in its entirety by reference to the complete terms of the Third Supplemental Indenture to the Supplemental Convertible Notes Indenture, a copy of which is filed with this Current Report as Exhibit 4.2, the Second Supplemental Indenture to the 2010 Indenture, a copy of which is filed with this Current Report as Exhibit 4.3, the First Supplemental Indenture to the 2012 Indenture, a copy of which is filed with this Current Report as Exhibit 4.4, the First Supplemental Indenture to the June 2013 Indenture, a copy of which is filed with this Current Report as Exhibit 4.5, and the Second Supplemental Indenture to the November 2013 Indenture, a copy of which is filed with this Current Report as Exhibit 4.6 and, in each case, incorporated by reference into this Item 1.01.

Senior Revolving Credit Agreement

On December 19, 2014, Mylan entered into a $1,500 million revolving credit agreement (the "Senior Revolving Credit Agreement") among Mylan, certain lenders and issuing banks, and Bank of America, N.A. as the Administrative Agent. The Senior Revolving Credit Agreement provides that substantially concurrently with the closing of the Transaction (as defined below), New Mylan will become party to the Senior Revolving Credit Agreement as a co-borrower or guarantor, at New Mylan's option.

The other terms of the Senior Revolving Credit Agreement are described in Item 1.01 of Mylan's Current Report filed with the SEC on December 29, 2014 under the heading "New Senior Revolving Credit Agreement", which is incorporated by reference into this Item 1.01.

At the closing of the Transaction (as defined below), New Mylan became a guarantor under the Senior Revolving Credit Agreement.

Senior Term Credit Agreement

On December 19, 2014, Mylan entered into a $800 million term credit agreement (the "Senior Term Credit Agreement") among Mylan, certain lenders and issuing banks, and Bank of America, N.A. as the Administrative Agent. The Senior Term Credit Agreement provides that substantially concurrently with the closing of the Transaction (as defined below), New Mylan will become party to the Senior Term Credit Agreement as a co-borrower or guarantor, at New Mylan's option.

The other terms of the Senior Term Credit Agreement are described in Item 1.01 of Mylan's Current Report filed with the SEC on December 29, 2014 under the heading "New Senior Term Credit Agreement", which is incorporated by reference into this Item 1.01.

At the closing of the Transaction (as defined below), New Mylan became a guarantor under the Senior Term Credit Agreement.

Shareholder Agreement

The information set forth in Item 2.01 of this Current Report is incorporated by reference into this Item 1.01.

Indemnification Agreements

On February 27, 2015, New Mylan entered into indemnification agreements with the directors of New Mylan. The indemnification agreements provide indemnification, to the fullest extent permitted by law, to each such director who was, is, or becomes in his or her capacity as director a party or witness or is or becomes threatened to be made a party or witness to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, against any and all liabilities, expenses (including attorneys' fees), judgments, fines, amounts paid in settlement, and other losses, actually incurred by such director in connection with such action, suit, or proceeding.

The foregoing description of the indemnification agreements does not purport to be complete and is qualified in its entirety by reference to the form of indemnification agreement, filed as Exhibit 10.1 to this Current Report and is incorporated by reference into this Item 1.01.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On February 27, 2015, pursuant to the Amended and Restated Business Transfer Agreement and Plan of Merger, dated as of November 4, 2014, between and among Abbott Laboratories, an Illinois corporation ("Abbott"), Mylan, New Mylan (formerly known as New Moon B.V. a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized and existing under the laws of the Netherlands, with its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands), and Moon of PA Inc., a Pennsylvania corporation ("Merger Sub") (the "BTA"), (a) New Mylan consummated its acquisition of Abbott's non-U.S. developed markets specialty and branded generics business (the "Business") in consideration for 110,000,000 New Mylan ordinary shares (the "Business Transfer"), (b) Merger Sub merged with and into Mylan, with Mylan surviving the merger and continuing as a wholly-owned subsidiary of New Mylan (the "Merger" and, together with the Business Transfer, the "Transaction"), and (c) each share of Mylan common stock issued and outstanding immediately prior to the effective time of the Merger was converted into the right to receive one New Mylan ordinary share. The exchange of shares of Mylan common stock for New Mylan ordinary shares is a taxable transaction for Mylan shareholders.

Prior to the closing of the Transaction, New Mylan converted into a public limited company (*naamloze vennootschap*) and was renamed "Mylan N.V.". New Mylan will be led by Mylan's current leadership team and board of directors. Following the closing of the Transaction, the former shareholders of Mylan own approximately 78% of the outstanding New Mylan ordinary shares and Abbott's affiliates own approximately 22% of the outstanding New Mylan ordinary shares.

At the closing of the Transaction, New Mylan, Abbott, Laboratoires Fournier S.A.S. ("Abbott France"), Abbott Established Products Holdings (Gibraltar) Limited ("Abbott Gibraltar"), and Abbott Investments Luxembourg S.à r.l. ("Abbott Luxembourg"), and together with Abbott, Abbott France, Abbott Gibraltar and Abbott Luxembourg and each of their respective Permitted Transferees (as defined in the Shareholder Agreement), the "Abbott Shareholders") entered into a Shareholder Agreement, which is attached as Exhibit 2.2 to this Current Report. The Shareholder Agreement imposes certain restrictions on the Abbott Shareholders, including prohibiting transfers of New Mylan ordinary shares to competitors of New Mylan and to activist investors as defined in the Shareholder Agreement, as well as customary standstill limitations so long as the Abbott Shareholders' ownership interest in New Mylan equals or exceeds 5%. The Abbott Shareholders agree to vote their New Mylan ordinary shares, subject to certain exceptions relating to significant corporate transactions, in accordance with the recommendation by New Mylan's board of directors. The Abbott Shareholders are also entitled to customary demand and piggy-back registration rights.

At the closing of the Transaction, New Mylan, Abbott and certain of their affiliates entered into ancillary agreements providing for transition services, manufacturing relationships and license arrangements.

Pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), New Mylan is the successor issuer to Mylan, New Mylan's ordinary shares are deemed to be registered under Section 12(b) of the Exchange Act, and New Mylan is subject to the informational requirements of the Exchange Act and the rules and regulations promulgated thereunder. New Mylan's ordinary shares will be listed on the Nasdaq Global Select Market ("Nasdaq") under the ticker symbol "MYL".

Prior to the closing of the Transaction, the Mylan common stock was registered pursuant to Section 12(b) of the Exchange Act and listed on Nasdaq. The Mylan common stock will be suspended from trading on Nasdaq prior to the open of trading on March 2, 2015 and New Mylan ordinary shares will begin trading on Nasdaq under the ticker symbol "MYL". Mylan will file a Form 15 with the SEC to immediately suspend its reporting obligations under Section 15(d) and 12(g) of the Exchange Act with respect to the shares of Mylan common stock.

The foregoing descriptions of the BTA, the Transaction, and the Shareholder Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the BTA filed as Exhibit 2.1 to this Current Report and as Annex A of the Proxy Statement/Prospectus forming part of the Registration Statement on Form S-4, as amended, of New Mylan which was declared effective by the Securities and Exchange Commission (the "SEC") on December 23, 2014 (the "Proxy Statement/Prospectus), and the Shareholder Agreement filed as Exhibit 2.2 to this Current Report and the form of which was filed as Annex B of the Proxy Statement/Prospectus, and the full text of each of the BTA and the Shareholder Agreement are incorporated by reference into this Item 2.01.

Item 2.03. Creation of a Direct Financial Obligation.

Second Supplemental Indenture to the Cash Convertible Notes Indenture

The information set forth in Item 1.01 of this Current Report is incorporated by reference into this Item 2.03.

Warrants and Convertible Note Hedges

The information set forth in Item 1.01 of this Current Report is incorporated by reference into this Item 2.03.

Senior Notes Guarantees

The information set forth in Item 1.01 of this Current Report is incorporated by reference into this Item 2.03.

Senior Revolving Credit Agreement

The information set forth in Item 1.01 of this Current Report is incorporated by reference into this Item 2.03.

Senior Term Credit Agreement

The information set forth in Item 1.01 of this Current Report is incorporated by reference into this Item 2.03.

Item 3.02. Unregistered Sales of Equity Securities.

At the closing of the Transaction, New Mylan issued 110,000,000 ordinary shares collectively to Abbott France, Abbott Luxembourg and Abbott Gibraltar as consideration for the Business in connection with the Business Transfer. Those shares were issued in a transaction not registered under the Securities Act. However, a resale registration statement in respect of those shares will be filed with the SEC.

The information set forth in Item 2.01 of this Current Report is incorporated by reference into this Item 3.02.

Item 3.03. Material Modification to the Rights of Security Holders.

At the closing of the Transaction, each issued and outstanding share of Mylan common stock immediately prior to the effective time of the Merger was converted into the right to receive one New Mylan ordinary share.

The information set forth in Item 2.01 of this Current Report is incorporated by reference into this Item 3.03.

Item 5.01. Changes in Control of Registrant.

The information set forth in Item 2.01 of this Current Report is incorporated by reference into this Item 5.01.

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

In connection with the Transaction, each member of the New Mylan board of directors resigned immediately prior to the closing of the Transaction.

Appointment of Directors

In connection with the Transaction, all of the members of the Mylan board of directors were appointed as members of the New Mylan board of directors, effective as of the closing of the Transaction. The following individuals have been appointed to the New Mylan board of directors: Robert J. Coury, Heather Bresch, Wendy Cameron, Robert J. Cindrich, JoEllen Lyons Dillon, Neil Dimick, Melina Higgins, Douglas J. Leech, Rajiv Malik, Joseph C. Maroon, M.D., Mark W. Parrish, Rodney L. Piatt, and Randall L. Vanderveen, Ph.D., R.Ph. Mr. Coury was designated as chairman of the board of directors.

As of the closing of the Transaction, the committees of the New Mylan board of directors were constituted as follows:

Audit Committee	
	Neil Dimick – Chairman Melina Higgins Douglas J. Leech Rodney L. Piatt
Compensation Committee	
	Rodney L. Piatt – Chairman Wendy Cameron Neil Dimick Mark W. Parrish
Compliance Committee	
	Mark W. Parrish – Chairman Robert J. Cindrich JoEllen Lyons Dillon Joseph C. Maroon, M.D. Randall L. Vanderveen, Ph.D. R.Ph
Executive Committee	
	Robert J. Coury – Chairman Neil Dimick Rodney L. Piatt
Finance Committee	
	Melina Higgins – Chairman Neil Dimick Douglas J. Leech Mark W. Parrish Rodney L. Piatt

Governance and Nominating Committee	
	Douglas J. Leech – Chairman
	Wendy Cameron
	Robert J. Cindrich
	Joseph C. Maroon, M.D.
	Rodney L. Piatt
Science and Technology Committee	
	Joseph C. Maroon, M.D. – Chairman
	Heather Bresch
	Robert J. Cindrich
	Rajiv Malik
	Randall L. Vanderveen, Ph.D., R.Ph.

Appointment of Officers

In connection with the Transaction, the following individuals were appointed as the officers of New Mylan, effective as of the closing of the Transaction.

Name	Position(s)
Robert J. Coury	Chairman of the Board/Executive Chairman
Heather Bresch	Chief Executive Officer (Principal Executive Officer)
Rajiv Malik	President
John Sheehan	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
Anthony Mauro	President, North America

Assumption of Amended and Restated 2003 Long-Term Incentive Plan

In connection with the Transaction, New Mylan assumed the Mylan Inc. Amended and Restated 2003 Long-Term Incentive Plan.

Additional information required by this Current Report is included in the Proxy Statement/Prospectus and is incorporated by reference into this Item 5.02.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Immediately prior to the closing of the Transaction, pursuant to the terms of the BTA, New Mylan amended and restated its articles of association as described in the Proxy Statement/Prospectus. A copy of the New Mylan articles of association is attached hereto as Exhibit 3.1 and is incorporated by reference into this Item 5.03.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The combined financial statements of the Business and the independent auditors' report thereon and the related notes thereto are included in the Proxy Statement/Prospectus and are incorporated by reference into this Item 9.01.

(b) Pro Forma Financial Information.

The unaudited pro forma financial information required to be furnished by this Current Report is included in the Proxy Statement/Prospectus and is incorporated by reference into this Item 9.01.

(d) Exhibits

The agreements included or incorporated by reference as exhibits to this Current Report contain representations and warranties by each of the parties to the applicable agreement. Those representations and warranties were made solely for the benefit of the other parties to the applicable agreement and (i) were not intended to be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate; (ii) may have been qualified in such agreement by disclosures that were made to the other party in connection with the negotiation of the applicable agreement; (iii) may apply contract standards of "materiality" that are different from "materiality" under the applicable securities laws; and (iv) were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement.

We acknowledge that, notwithstanding the inclusion of the foregoing cautionary statements, we are responsible for considering whether additional specific disclosures of material information regarding material contractual provisions are required to make the statements in this Current Report not misleading.

Exhibit No.	Description
2.1	Amended and Restated Business Transfer Agreement and Plan of Merger, dated as of November 4, 2014, between and among Abbott Laboratories, Mylan Inc., New Moon B.V. and Moon of PA (incorporated by reference to Annex A to the Proxy Statement/Prospectus).
2.2	Shareholder Agreement by and among Mylan N.V., Abbott Laboratories, Laboratoires Fournier S.A.S., Abbott Established Products Holdings Gibraltar Limited, and Abbott Investments Luxembourg S.à r.l.*
3.1	Amended and Restated Articles of Association of Mylan N.V.*
4.1	Second Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V. and The Bank of New York Mellon, as Trustee, to the Indenture dated as of September 15, 2008.*
4.2	Third Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V. and The Bank of New York Mellon, as Trustee, to the Indenture dated as of September 15, 2008.*
4.3	Second Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V., as Guarantor, and The Bank of New York Mellon, as Trustee, to the Indenture dated as of May 19, 2010.*
4.4	First Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V., as Guarantor, and The Bank of New York Mellon, as Trustee, to the Indenture dated as of December 21, 2012.*
4.5	First Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V., as Guarantor, and The Bank of New York Mellon, as Trustee, to the Indenture dated as of June 25, 2013.*
4.6	Second Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V., as Guarantor, and The Bank of New York Mellon, as Trustee, to the Indenture dated as of November 29, 2013.*
10.1	Form of indemnification agreement.*

* Filed herewith

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.

MYLAN N.V.

Date: February 27, 2015

By: /s/ John D. Sheehan
John D. Sheehan
Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
2.1	Amended and Restated Business Transfer Agreement and Plan of Merger, dated as of November 4, 2014, between and among Abbott Laboratories, Mylan Inc., New Moon B.V. and Moon of PA (incorporated by reference to Annex A to the Proxy Statement/Prospectus).
2.2	Shareholder Agreement by and among Mylan N.V., Abbott Laboratories, Laboratoires Fournier S.A.S., Abbott Established Products Holdings Gibraltar Limited, and Abbott Investments Luxembourg S.à r.l.*
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10.1	Form of indemnification agreement.*

* Filed herewith

Exhibit 2.2

SHAREHOLDER AGREEMENT

This Shareholder Agreement (this "Agreement") is dated and effective as of February 27, 2015 between and among Mylan N.V., a public limited liability corporation (*naamloze vennootschap*) organized under the Laws of the Netherlands ("New Mylan"), Abbott Laboratories, an Illinois corporation ("Abbott"), Laboratoires Fournier S.A.S., a simplified corporation (*Société par actions simplifiée*) organized under the Laws of France ("Abbott France"), Abbott Established Products Holdings (Gibraltar) Limited, a private company limited by shares organized under the Laws of Gibraltar ("Abbott Gibraltar"), and Abbott Investments Luxembourg S.à r.l., a Luxembourg private limited company (*Société à responsabilité limitée*) organized under the Laws of Luxembourg ("Abbott Luxembourg," and together with Abbott, Abbott France and Abbott Gibraltar and each of their respective Permitted Transferees (as defined below), the "Abbott Shareholders"). New Mylan and the Abbott Shareholders are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Abbott, New Mylan, Mylan Inc., a Pennsylvania corporation ("Mylan"), and Moon of PA Inc., a Pennsylvania corporation ("Merger Sub"), are parties to an Amended and Restated Business Transfer Agreement and Plan of Merger dated as of November 4, 2014 (the "Business Transfer Agreement"), pursuant to which (a) Merger Sub agreed to merge with and into Mylan (the "Merger"), with Mylan, as the surviving corporation in the Merger, becoming a direct wholly-owned subsidiary of New Mylan, and (b) the Abbott Shareholders agreed to sell to New Mylan all right, title and interest in and to the Business (as defined in the Business Transfer Agreement) in exchange for the issuance by New Mylan of Ordinary Shares (as defined below) to the Abbott Shareholders;

WHEREAS, the transactions contemplated by the Business Transfer Agreement have been consummated as of the date of this Agreement and, pursuant to the Business Transfer Agreement, New Mylan has issued to Abbott France, Abbott Gibraltar and Abbott Luxembourg an aggregate of 110,000,000 Ordinary Shares (collectively, the "Initial Shares"), representing 22.523% (the "Initial Share Percentage") of the total outstanding Ordinary Shares as of immediately following the consummation of the transactions contemplated by the Business Transfer Agreement;

WHEREAS, the Parties are entering into this Agreement for the purposes of setting forth their agreement and understanding relating to the ownership of the Shares (as defined below) by the Abbott Shareholders and certain other matters; and

WHEREAS, the execution and delivery of this Agreement is a condition to the obligations of Abbott, New Mylan and Mylan to consummate the transactions contemplated by the Business Transfer Agreement.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the Parties agree as follows:

Section 1. Definitions.

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Activist Investor" means, as of any date, (a) any Person that has, directly or indirectly through its publicly-disclosed Affiliates, whether individually or as a member of a publicly-disclosed Group, within the two-year period immediately preceding such date, and in each case with respect to New Mylan, any of its Subsidiaries or any of its or their equity securities (i) publicly made, engaged in or been a participant (as defined in Instruction 3 to Item 4 of Schedule 14A under the Exchange Act) in any "solicitation" of "proxies" (as such terms are defined in Regulation 14A as promulgated by the SEC) to vote any equity securities of New Mylan or any of its Subsidiaries, including in connection with a proposed change in Control or other extraordinary or fundamental transaction involving New Mylan or any of its Subsidiaries, or a public proposal for the election or replacement of any directors of New Mylan or any of its Subsidiaries, not approved by the board of directors of New Mylan or such Subsidiary, (ii) publicly called, or publicly sought to call, a meeting of shareholders of New Mylan or any of its Subsidiaries or publicly initiated any shareholder proposal for action by shareholders of New Mylan or any of its Subsidiaries (including through action by written consent), in each case not approved by the board of directors of New Mylan or such Subsidiary, (iii) commenced a "tender offer" (as such term is used in Regulation 14D under the Exchange Act) to acquire the equity securities of New Mylan or any of its Subsidiaries that was not approved (at the time of commencement) by the board of directors of New Mylan or such Subsidiary in a Schedule 14D-9 filed under Regulation 14D under the Exchange Act, (iv) otherwise publicly acted, alone or in concert with others, to seek to Control or influence the board of directors or shareholders of New Mylan or any of its Subsidiaries (provided that this clause (iv) is not intended to apply to the activities of any member of the board of directors of New Mylan or such Subsidiary, with respect to New Mylan or such Subsidiary, taken in good faith solely in his or her capacity as a director of New Mylan or such Subsidiary) or (v) publicly disclosed any intention, plan, arrangement or other Contract to do any of the foregoing or (b) any Person identified on the most-recently available "SharkWatch 50" list as of such date, or any publicly-disclosed Affiliate of such Person.

"Affiliate" (including, with a correlative meaning, "affiliated") means, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

"Articles of Association" means New Mylan's articles of association, as the same may be amended from time to time.

"Beneficially Own", "Beneficial Owner" and "Beneficial Ownership" mean, with respect to any securities, having "beneficial ownership" of such securities for purposes of Rule 13d-3 or 13d-5 under the Exchange Act (as in effect on the date of this Agreement). In addition, a Person shall be deemed to be the Beneficial Owner of, and shall be deemed to Beneficially Own and have Beneficial Ownership of, any securities which are the subject of, or the reference securities for, or that underlie, any Derivative Instrument of such Person, with the number of securities Beneficially Owned being the notional or other number of securities specified in the documentation evidencing the Derivative Instrument as being subject to be acquired upon the exercise or settlement of such Derivative Instrument or as the basis upon which the value or settlement amount of such Derivative Instrument is to be calculated in whole or in part or, if no such number of securities is specified in such documentation, as determined by the Board of Directors in its sole discretion to be the number of securities to which the Derivative Instrument relates.

"Board of Directors" means the board of directors ("*bestuur*") of New Mylan.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or the Netherlands or any day on which banking institutions in the State of New York or in the Netherlands are authorized or required by Law or other governmental action to close.

"Contract" means any contract, agreement, instrument, undertaking, indenture, commitment, loan, license, settlement, consent, note or other legally binding obligation (whether or not in writing).

"Control", "Controlled" and "Controlling" mean, when used with respect to any specified Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise, and the terms "Controlled by" and "under common Control with" shall be construed accordingly.

"Controlled Affiliate" means, with respect to any specified Person, any Affiliate of the specified Person that is, directly or indirectly, Controlled by the specified Person.

"Current Directors" means directors serving on the Board of Directors as of the date of this Agreement, after giving effect to the consummation of the transactions contemplated by the Business Transfer Agreement.

"Derivative Instrument" means any and all derivative securities (as defined under Rule 16a-1 under the Exchange Act) that increase in value as the value of any Equity Securities of New Mylan increases, including a long convertible security, a long call option and a short put option position, in each case, regardless of whether (a) such derivative security conveys any voting rights in any Equity Security, (b) such derivative security is required to be, or is capable of being, settled through delivery of any Equity Security or (c) other transactions hedge the value of such derivative security.

"Equity Right" means, with respect to any Person, any security (including any debt security or hybrid debt-equity security) or obligation convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, or any options, calls, warrants, restricted shares, deferred share awards, share units, "phantom" awards, dividend equivalents, participations, interests, rights or commitments relating to, or any share appreciation right or other instrument the value of which is determined in whole or in part by reference to the market price or value of, shares of capital stock or earnings of such Person.

"Equity Securities" means (a) Ordinary Shares or other capital stock or equity interests of New Mylan and (b) Equity Rights that are directly or indirectly exercisable or exchangeable for or convertible into Ordinary Shares or other capital stock or equity interests of New Mylan.

"Exchange Act" means the United States Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder.

"FINRA" means the Financial Industry Regulatory Authority.

"GAAP" means generally accepted accounting principles in the United States.

"Governmental Authority" means any (a) nation, region, state, county, city, town, village, district or other jurisdiction, (b) federal, state, local, municipal, foreign or other government, (c) department, agency or instrumentality of a foreign or other government, including any state-owned or state controlled instrumentality of a foreign or other government, (d) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal), (e) international or multinational organization formed by states, governments or other international organizations, (f) organization that is designated by executive order pursuant to Section 1 of the United States International Organizations Immunities Act (22 U.S.C. 288 of 1945), as amended, and the rules and regulations promulgated thereunder or (g) other body (including any industry or self-regulating body) exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police or regulatory authority or power of any nature.

"Group" has the meaning assigned to such term in Section 13(d)(3) of the Exchange Act.

"Hedging Arrangement" means any transaction or arrangement, including through the creation, purchase or sale of any security, including any security-based swap, swap, cash-settled option, forward sale agreement, exchangeable note, total return swap or other derivative, in each case, the effect of which is to hedge the risk of owning Equity Securities.

"Incumbent Directors" means (a) the Current Directors, (b) new directors nominated or appointed by a majority of the Current Directors and (c) other directors nominated or appointed by a majority of the Current Directors and other Incumbent Directors.

"Law" means any supranational, international, national, federal, state, provincial, local or similar law (including common law), statute, code, order, ordinance, rule, regulation, treaty (including any tax treaty), license, permit, authorization, approval, consent, decree, injunction, binding judicial or administrative interpretation or other requirement, in each case enacted, promulgated issued or entered by a Governmental Authority.

"New Mylan Competitor" means those competitors of New Mylan identified on Schedule I to this Agreement.

"Ordinary Shares" means the ordinary shares of New Mylan, with nominal value of €0.01 per share.

"Permitted Transferee" means Abbott and any direct or indirect wholly-owned Subsidiary of Abbott; provided that if any such transferee of Shares ceases to be a direct or indirect wholly-owned Subsidiary of Abbott, (a) such transferee shall, and Abbott shall procure that such transferee shall, immediately Transfer back the transferred Shares to the applicable transferor, or, if such transferor by that time is no longer a Permitted Transferee, to Abbott, as if such Transfer of such Shares had not taken place ab initio, and (b) New Mylan shall no longer, and shall instruct its transfer agent and other third parties to no longer, record or recognize such Transfer of such Shares on the shareholders' register of New Mylan.

"Person" means an individual, corporation, limited liability company, general or limited partnership, joint venture, association, trust, unincorporated organization, Governmental Authority, other entity or group (as defined in the Exchange Act).

"Registrable Securities" means (a) the Initial Shares, (b) any Ordinary Shares issued or issuable with respect to the Initial Shares on or after the date of this Agreement by way of a share dividend or share split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization and (c) any other Ordinary Shares held by any Abbott Shareholder or any of its Affiliates. As to any particular Registrable Securities, once issued, such securities shall cease to be Registrable Securities if (i) a Registration Statement with respect to the sale of such securities has become effective under the Securities Act and such securities have been disposed of pursuant to such effective Registration Statement, (ii) such securities have been disposed of pursuant to Rule 144, (iii) such securities have been otherwise transferred to a Person other than an Abbott Shareholder or a Permitted Transferee, (iv) the Ordinary Shares held by the Abbott Shareholders represent in the aggregate less than 1% of the issued and outstanding Ordinary Shares or (v) such securities cease to be outstanding.

"Registration Statement" means any registration statement of New Mylan that covers any Registrable Securities and all amendments and supplements to any such registration statement, including post-effective amendments, in each case including the prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Representatives" means, as to any Person, its Affiliates and its and their respective directors, officers, managers, employees, agents, attorneys, accountants, financial advisors and other advisors or representatives.

"Required Registration Statement" means a Registration Statement that covers the Registrable Securities requested to be included therein pursuant to the provisions of Section 6.1 on an appropriate form pursuant to the Securities Act (other than pursuant to Rule 415), and which form is available for the sale of the Registrable Securities in accordance with the intended method or methods of distribution thereof, and all amendments and supplements to such Registration Statement, including post-effective amendments, in each case including the prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Required Shelf Registration Statement" means a Registration Statement that covers the Registrable Securities requested to be included therein pursuant to the provisions of Section 6.1 on an appropriate form or any similar successor or replacement form (in accordance with Section 6.1) pursuant to Rule 415, and which form is available for the sale of the Registrable Securities in accordance with the intended method or methods of distribution thereof, and all amendments and supplements to such Registration Statement, including post-effective amendments, in each case including the prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Restricted Period" means the period commencing on the date of this Agreement and ending at 11:59 p.m., New York City time, on May 28, 2015; provided that if the filing or effectiveness of a Registration Statement or of a supplement or amendment thereto has been postponed by New Mylan in accordance with Section 6.2 prior to May 28, 2015, the Restricted Period shall be extended by a number of days equal to the number of days such postponement is in effect, with the balance of the Restricted Period, as so extended, commencing as of the date of the termination of such postponement pursuant to Section 6.2.

"Rule 144" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"Rule 415" means Rule 415 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"Shares" means (a) the Initial Shares, (b) any Equity Securities issued or issuable with respect to the Initial Shares on or after the date of this Agreement by way of a share dividend or share split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization and (c) any other Equity Securities held by any Abbott Shareholder or any of its Affiliates.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933 and the rules and regulations promulgated thereunder.

"Share Percentage Cap" means the Initial Share Percentage; provided that (a) immediately following any Transfer of Shares by an Abbott Shareholder (other than to a Permitted Transferee), the Share Percentage Cap shall be reduced to a percentage equal to (i) the aggregate number of Ordinary Shares Beneficially Owned by the Abbott Shareholders and their respective Controlled Affiliates immediately following such Transfer of Shares (excluding any Ordinary Shares for which Beneficial Ownership was acquired in violation of this Agreement prior to such Transfer), divided by (ii) the aggregate number of Ordinary Shares outstanding immediately following such Transfer of Shares; (b) the Share Percentage Cap shall in no event be less than 5%; and (c) to the extent that any Shares that are deemed to have been Transferred pursuant to any Hedging Arrangement (that complies with Section 3.1(b)(vi)) are subsequently returned or released to the Abbott Shareholders by a counterparty with respect to such Hedging Arrangement (including as a result of an Abbott Shareholder electing cash settlement of such Hedging Arrangement), such Shares shall be treated as if they had not been Transferred by the Abbott Shareholders for purposes of this Agreement and the Share Percentage Cap shall be adjusted accordingly.

"Standstill Level" means, as of any date, a number of Ordinary Shares equal to (a) the Share Percentage Cap, multiplied by (b) the number of Ordinary Shares outstanding on such date.

"Standstill Period" means the period beginning on the date hereof and ending on the first Business Day on which the Abbott Shareholders and their respective Controlled Affiliates collectively Beneficially Own less than 5% of the then issued and outstanding Ordinary Shares; provided that for purposes of Section 5.1(a) only, "Standstill Period" shall mean the period beginning on the date hereof and ending on the first Business Day on which none of the Abbott Shareholders or their respective Controlled Affiliates Beneficially Own any Ordinary Shares.

"Subsidiary" means, with respect to a specified Person, any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred) are held by the specified Person or one or more of its Subsidiaries.

"Voting Securities" means the Ordinary Shares and any other securities of New Mylan entitled to vote at any general meeting of New Mylan.

1.2 Additional Defined Terms. For purposes of this Agreement, the following terms have the meanings specified in the indicated Section of this Agreement:

Defined Term	Section
Abbott	Preamble
Abbott France	Preamble
Abbott Gibraltar	Preamble
Abbott Luxembourg	Preamble
Abbott Party	7.7
Abbott Shareholders	Preamble
Agreement	Preamble
Applicable Filings and Releases	2.3
Applicable Law	7.8(c)
Automatic Shelf Registration Statement	6.3
Business Transfer Agreement	Recitals
Confidential Information	7.8(d)
Demand Registration	6.1
Initial Share Percentage	Recitals
Initial Shares	Recitals
Merger	Recitals
Merger Sub	Recitals
Mylan	Recitals
New Mylan	Preamble
Other Registrable Securities	6.5(b)
Parties	Preamble
Permitted Transfer	3.1(b)
Piggyback Registration	6.5(a)
Piggyback Requests	6.5(a)
Registration Expenses	6.8
Request	6.1
Requested Information	6.9
Shelf Registration	6.1
Transfer	3.1(a)
WKSI	6.3

1.3 Application to Certain Persons. The provisions of this Agreement, including the voting obligations set forth in Section 4.1, the Transfer restrictions set forth in Section 3 and the standstill restrictions set forth in Section 5.1, shall not apply to the Clara Abbott Foundation or any pension, profit-sharing, superannuation or retirement plan, program or Contract sponsored, maintained or contributed to by any Abbott Shareholder or any of its Affiliates for the benefit of any current or former director, officer or employee of such Abbott Shareholder or any of its Affiliates, in each case subject to the conditions that (a) no Shares are Transferred by any Abbott Shareholder or Permitted Transferee to any such Person, (b) no such Person has been provided any Confidential Information of or relating to New Mylan or its Subsidiaries and (c) no such Person is acting at the direction of, or in concert with, any of the Abbott Shareholders or any of their Affiliates in connection with (i) the voting, acquisition or disposition of any Ordinary Shares or other Equity Securities by any such Person or (ii) any of the activities described in Section 5.1. Subject to the proviso in the preceding sentence, the Abbott Shareholders shall not be deemed to Beneficially Own any Ordinary Shares or other Equity Securities owned by any such Person and such Persons shall not be deemed to be Controlled Affiliates of any of the Abbott Shareholders.

1.4 Construction. Any reference in this Agreement to a "Section" or "Schedule" refers to the corresponding Section or Schedule of this Agreement, unless otherwise specified. The table of contents and the Article, Section, and Paragraph headings are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires. The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive. Where this Agreement states that a Party "shall," "will" or "must" perform in some manner or otherwise act or omit to act, it means that the Party is legally obligated to do so in accordance with this Agreement. Any reference to a statute is deemed also to refer to any amendments or successor legislation as in effect at the relevant time. Any reference to a contract or other document as of a given date means the contract or other document as amended, supplemented and modified from time to time through such date. The terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules hereto) and not to any particular provision of this Agreement. Unless otherwise stated, all references to any agreement shall be deemed to include the exhibits, schedules and annexes to such agreement. All references to any period of days shall be deemed to be to the relevant number of calendar days unless otherwise specified. All references herein to "$" or dollars shall refer to United States dollars, unless otherwise specified. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not simply mean "if."

Section 2. Covenants of New Mylan.

2.1 Restrictions on Offering Transactions. During the Restricted Period, New Mylan shall not directly or indirectly issue, sell, grant, pledge or otherwise encumber, or enter into any agreement or commitment to issue, sell, grant, pledge or otherwise encumber, any interest in any Equity Securities, whether through a public offering or private placement of Equity Securities or otherwise (a) in connection with any merger or consolidation with any third party or any acquisition of all or substantially all of the assets or Securities (as defined in the Business Transfer Agreement) of any third party or (b) in connection with any other transaction, including any primary offering of Equity Securities by New Mylan, except as would otherwise have been permitted in accordance with Section 7.2 (v)(A), (B) or (C) of the Business Transfer Agreement during the period between the date of the Business Transfer Agreement and the date of this Agreement; provided that nothing in this Section 2.1 shall prevent New

Mylan from issuing any preference shares to the foundation (*stichting*) to which New Mylan has granted a call option to acquire such preference shares, as contemplated by Section 2.6 of the Business Transfer Agreement.

2.2 Anti-Takeover Measures. If New Mylan after the date of this Agreement adopts any anti-takeover provision as part of its Articles of Association or in any other constituent document of New Mylan or its Subsidiaries, the terms of such plan, agreement or provision shall expressly permit the ownership by the Abbott Shareholders and their Affiliates of the Shares to the same extent that such ownership is permitted in accordance with this Agreement.

2.3 Cooperation Relating to Financial Reporting and Tax Matters. So long as the Abbott Shareholders and their respective Controlled Affiliates collectively Beneficially Own greater than or equal to 10% of the then issued and outstanding Ordinary Shares, New Mylan shall use its reasonable best efforts to (a) provide all support, including non-public information, reasonably requested by Abbott related to determining the purchase price accounting and measuring the basis differences pursuant to the equity method of accounting in accordance with GAAP (with respect to all periods such method of accounting is used by Abbott), in each case for the Ordinary Shares Beneficially Owned by the Abbott Shareholders and their respective Controlled Affiliates, (b) cooperate, as reasonably requested by Abbott, to supply information for the preparation of any valuations by appraisers engaged by Abbott for such purchase price accounting, and in the review of such purchase price accounting by Abbott's external auditors, and (c) prepare and provide, or to cause to be prepared and provided, to Abbott or to assist Abbott with preparing, in a reasonably timely fashion upon reasonable prior request by Abbott, (i) any financial information relating to New Mylan and (ii) any other relevant information or data (including non-public information), in each case only to the extent reasonably necessary for Abbott or its Affiliates to comply with GAAP or to comply with its reporting, filing, tax and accounting obligations under applicable Law (the "Applicable Filings and Releases") and shall use its reasonable best efforts to cause its Representatives to cooperate in good faith with Abbott in connection with the foregoing; provided that notwithstanding anything in this Agreement to the contrary, in no event shall Abbott or its Affiliates disclose (including by reflecting such information on their financial statements) any financial information or other information or data provided to Abbott pursuant to this Section 2.3 prior to New Mylan first publicly disclosing such information or data in its ordinary course of business, other than pursuant to the terms of Section 7.8 (solely to the extent required by subpoena, order or other compulsory legal process). New Mylan shall use reasonable best efforts to provide Representatives of Abbott, during normal office hours, reasonable access to Representatives of New Mylan who have or may have knowledge of matters with respect to which Abbott reasonably seeks information under this Section 2.3. Abbott shall promptly, upon request by New Mylan, reimburse New Mylan for its documented out-of-pocket third party costs and expenses reasonably incurred by New Mylan or any of its Subsidiaries in connection with any actions taken by New Mylan or any of its Subsidiaries pursuant to this Section 2.3.

Section 3. Transfer Restrictions.

3.1 Restrictions on Transfer.

(a) Notwithstanding anything to the contrary contained herein, no Abbott Shareholder shall directly or indirectly, in any single transaction or series of related transactions, sell, assign, pledge, hypothecate or otherwise transfer (or enter into any Contract or other obligation regarding the future sale, assignment, pledge or transfer of) Beneficial Ownership of (each, a "Transfer") any Shares:

(i) other than in accordance with all applicable Laws and the other terms and conditions of this Agreement;

(ii) to any New Mylan Competitor (except in a Permitted Transfer); or

(iii) to any Activist Investor (except in a Permitted Transfer).

The Abbott Shareholders shall not be deemed to have breached their obligations under Sections 3.1(a)(iii), 3.1(b)(v) or 3.1(b)(vi) with respect to the Transfer of Shares to any Person so long as the Abbott Shareholders act in good faith, based on generally available public information (including the applicable "SharkWatch 50" list) and the advice of its financial advisors, to determine whether such Person is an Activist Investor. The reporting by a Person of its ownership of the securities of an issuer on Schedule 13G shall be deemed to establish conclusively that such Person is not an Activist Investor with respect to such issuer for purposes of clause (a) of the definition of "Activist Investor", except to the extent such Person subsequently files a Schedule 13D with respect to such issuer; provided that any such determination for any Person with respect to one issuer shall not preclude such Person from otherwise being an Activist Investor.

(b) "Permitted Transfer" means, in each case so long as such Transfer is in accordance with applicable Law:

(i) a Transfer of Shares to a Permitted Transferee, so long as such Permitted Transferee, to the extent it has not already done so, executes a customary joinder to this Agreement, in form and substance reasonably acceptable to New Mylan, in which such Permitted Transferee agrees to be an "Abbott Shareholder" for all purposes of this Agreement;

(ii) a Transfer of Shares in response to a tender or exchange offer by any Person that has been approved or recommended by the Board of Directors (provided a majority of directors at the time of such approval or recommendation are Incumbent Directors);

(iii) a Transfer of Shares to New Mylan or a Subsidiary of New Mylan;

(iv) a Transfer of Shares effected through an offering constituting a public offering as defined or interpreted in IM-5635-3 under Rule 5635(d) of the Nasdaq Stock Market or Section 312.03 of the Listed Company Manual of the New York Stock Exchange, as applicable, pursuant to an exercise of the registration rights provided in Section 6;

(v) a Transfer of Shares effected through a "brokers' transaction" as defined in Rule 144(g) executed on a securities exchange or over-the-counter market by a securities broker-dealer acting as agent for the Abbott Shareholders (so long as such Transfer is not expressly directed by any Abbott Shareholder to be made to a particular counterparty or counterparties and no Abbott Shareholder reasonably believes, as of the date of such Transfer, that the Transfer executed by such broker-dealer is or will be to any New Mylan Competitor or Activist Investor); or

(vi) a Transfer of Shares to a counterparty (other than a New Mylan Competitor or Activist Investor) in connection with a Hedging Arrangement, including any related Transfer of Shares or other Equity Securities by any such counterparty to any other Person (so long as such Transfer by such counterparty is not at the express direction of any Abbott Shareholder and no Abbott Shareholder reasonably believes, as of the date of such Transfer, that the Transfer by such counterparty is or will be to any New Mylan Competitor or Activist Investor).

(c) Notwithstanding anything to the contrary contained herein, none of the Abbott Shareholders shall Transfer, or cause or permit the Transfer of, any Shares in connection with any "tender offer" (as such term is used in Regulation 14D under the Exchange Act) not approved or recommended by the Board of Directors (provided a majority of directors at the time of such approval or recommendation are Incumbent Directors).

(d) The entry by any Abbott Shareholder into a Hedging Arrangement with respect to Shares shall be deemed to be a Transfer of such Shares for purposes of this Agreement and shall be subject to the provisions of this Section 3.1.

Section 4. Voting.

4.1 Voting Agreement.

(a) So long as the aggregate Beneficial Ownership of Ordinary Shares of the Abbott Shareholders and their respective Controlled Affiliates, as a group, is greater than or equal to 5% of the then issued and outstanding Ordinary Shares, each of the Abbott Shareholders shall cause all of the Voting Securities owned by it or any of its Controlled Affiliates or over which it or any of its Controlled Affiliates has voting control to be voted (i) in favor of all those persons nominated and recommended to serve as directors of New Mylan by the Board of Directors or any applicable committee thereof and (ii) with respect to any other action, proposal or matter to be voted on by the shareholders of New Mylan (including through action by written consent), in accordance with the recommendation of the Board of Directors or any applicable committee thereof. Notwithstanding the foregoing, the Abbott Shareholders and their respective Controlled Affiliates shall be free to vote at their discretion in connection with any proposal submitted for a vote of the shareholders of New Mylan in respect of (A) the issuance of Equity Securities in connection with any merger, consolidation or business combination of New Mylan, (B) any merger, consolidation or business combination of New Mylan or (C) the sale of all or substantially all the assets of New Mylan, except where such proposal has not been approved or recommended by the Board of Directors, in which event the preceding sentence shall apply.

(b) So long as the aggregate Beneficial Ownership of Ordinary Shares of the Abbott Shareholders and their respective Controlled Affiliates, as a group, is greater than or equal to 5% of the then issued and outstanding Ordinary Shares, with respect to any matter that each Abbott Shareholder is required to vote on in accordance with Section 4.1(a), each Abbott Shareholder shall cause each Voting Security owned by it or over which it has voting control to be voted by completing the proxy forms distributed by New Mylan and not by any other means. Each Abbott Shareholder shall deliver the completed proxy form to New Mylan no later than five (5) Business Days prior to the date of such general meeting of New Mylan. Upon the written request of New Mylan, each of the Abbott Shareholders hereby agrees to take such further action or execute such other instruments as may be reasonably necessary to effectuate the intent of this Section 4.1(b).

Section 5. Standstill.

5.1 During the Standstill Period, the Abbott Shareholders shall not, directly or indirectly, and shall not authorize or permit any of their Representatives (to the extent acting on behalf of the Abbott Shareholders) or Controlled Affiliates, directly or indirectly, to, without the prior written consent of, or waiver by, New Mylan:

(a) subject to Section 5.3, acquire, offer or seek to acquire, agree to acquire or make a proposal (including any private proposal to New Mylan or the Board of Directors) to acquire, by purchase or otherwise (including through the acquisition of Beneficial Ownership), any securities (including any Equity Securities or Voting Securities) or Derivative Instruments, or direct or indirect rights to acquire any securities (including any Equity Securities or Voting Securities) or Derivative Instruments, of New Mylan or any Subsidiary or Affiliate of New Mylan or any successor to or Person in Control of New Mylan, or any securities (including any Equity Securities or Voting Securities) or indebtedness convertible into or exchangeable for any such securities or indebtedness; provided that each Abbott Shareholder may acquire, offer or seek to acquire, agree to acquire or make a proposal to acquire Ordinary Shares (and any securities (including any Equity Securities or Voting Securities) convertible

into or exchangeable for Ordinary Shares) and Derivative Instruments with respect to Ordinary Shares, if, immediately following such acquisition, the collective Beneficial Ownership of Ordinary Shares of the Abbott Shareholders and their respective Controlled Affiliates, as a group, would not exceed the Standstill Level;

(b) participate in any acquisition of assets or business of New Mylan or its Subsidiaries or Affiliates (other than an acquisition initiated by New Mylan or its Representatives or as contemplated by Section 7.15(c) of the Business Transfer Agreement);

(c) conduct, fund or otherwise become a participant in any "tender offer" (as such term is used in Regulation 14D under the Exchange Act) involving Equity Securities, Voting Securities or any securities convertible into, or exercisable or exchangeable for, Equity Securities or Voting Securities, in each case not approved by the Board of Directors;

(d) otherwise act in concert with others to seek to control or influence the Board of Directors or shareholders of New Mylan or its Subsidiaries or Affiliates; provided that nothing in this clause (d) shall preclude the Abbott Shareholders or their respective Representatives from engaging in discussions with New Mylan or its Representatives;

(e) make or join or become a participant (as defined in Instruction 3 to Item 4 of Schedule 14A under the Exchange Act) in (or in any way knowingly encourage) any "solicitation" of "proxies" (as such terms are defined in Regulation 14A as promulgated by the SEC) or consents to vote any Voting Securities or any of the voting securities of any Subsidiaries or Affiliates of New Mylan (including through action by written consent), or otherwise knowingly advise or influence any Person with respect to the voting of any securities of New Mylan or its Subsidiaries or Affiliates;

(f) make any public announcement with respect to, or solicit or submit a proposal for, or offer, seek, propose or indicate an interest in (with or without conditions) any merger, consolidation, business combination, "tender offer" (as such term is used in Regulation 14D under the Exchange Act), recapitalization, reorganization, purchase or license of a material portion of the assets, properties, securities or indebtedness of New Mylan or any Subsidiary or Affiliate of New Mylan, or other similar extraordinary transaction involving New Mylan, any Subsidiary of New Mylan or any of their respective securities or indebtedness, or enter into any discussions, negotiations, arrangements, understandings or agreements (whether written or oral) with any other Person regarding any of the foregoing (other than, in each case, a transaction initiated by New Mylan or its Representatives or as contemplated by Section 7.15(c) of the Business Transfer Agreement);

(g) call or seek to call a meeting of shareholders of New Mylan or initiate any shareholder proposal for action of New Mylan's shareholders, or seek election or appointment to or to place a representative on the Board of Directors or seek the removal or suspension of any director from the Board of Directors;

(h) form, join, become a member or in any way participate in a Group (other than with any Abbott Shareholder, any of their Controlled Affiliates or any counterparty (other than a New Mylan Competitor or Activist Investor) in connection with a Hedging Arrangement that complies with Section 3.1(b)(vi)) with respect to the securities of New Mylan or any of its Subsidiaries or Affiliates;

(i) deposit any Voting Securities in a voting trust or similar Contract or subject any Voting Securities to any voting agreement, pooling arrangement or similar arrangement or Contract, or grant any proxy with respect to any Voting Securities (in each case, other than (i) with any Abbott Shareholder or any of their Affiliates, (ii) as part of a Hedging Arrangement that complies with Section 3.1(b)(vi) or (iii) in accordance with Section 4.1);

(j) make any proposal or disclose any plan, or cause or authorize any of its and their directors, officers, employees, agents, advisors and other Representatives to make any proposal or disclose any plan on its or their behalf, inconsistent with the foregoing restrictions;

(k) exercise any rights granted to shareholders of New Mylan pursuant to Sections 2:110 or 2:114a of the Dutch Civil Code (*Bergerlijk Wetboek*) and the corresponding provisions of the Articles of Association;

(l) knowingly take any action or cause or authorize any of its and their directors, officers, employees, agents, advisors and other Representatives to take any action on its or their behalf, that would reasonably be expected to require New Mylan or any of its Subsidiaries or Affiliates to publicly disclose any of the foregoing actions or the possibility of a business combination, merger or other type of transaction or matter described in this Section 5.1;

(m) knowingly advise, assist, arrange or otherwise enter into any discussions or arrangements with any third party with respect to any of the foregoing; or

(n) directly or indirectly, contest the validity of, or seek an amendment, waiver, suspension or termination of, any provision of this Section 5.1 (including this subclause) or Section 4.1 (whether by legal action or otherwise);

5.2 The Abbott Shareholders shall not, and shall not authorize or permit any of their respective Affiliates, directors, officers, employees, agents, advisors or other Representatives to, directly or indirectly, make, in each case to New Mylan or to a third party, any proposal, statement or inquiry, or disclose any intention, plan or arrangement, whether written or oral, inconsistent with the provisions of this Section 5, or request New Mylan or any of its Affiliates, directors, officers, employees, agents, advisors or other Representatives, directly or indirectly, to amend, waive, suspend or terminate any provision of this Section 5 (including this sentence). A breach of this Section 5 by any Affiliate, director, officer, employee, agent, advisor or other Representative of any Abbott Shareholder shall be deemed a breach by such Abbott Shareholder of this Section 5.

5.3 The prohibition in Section 5.1(a) shall not apply to the activities of any Abbott Shareholder or any of their respective Affiliates in connection with:

(a) acquisitions made as a result of a stock split, stock dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change approved or recommended by the Board of Directors; or

(b) acquisitions made in connection with a transaction or series of related transactions in which the Abbott Shareholders or any of their respective Affiliates acquires a previously unaffiliated business entity that Beneficially Owns Equity Securities, Voting Securities or Derivative Instruments, or any securities convertible into, or exercisable or exchangeable for, Equity Securities, Voting Securities or Derivative Instruments, at the time of the consummation of such acquisition, provided that in connection with any such acquisition, such Abbott Shareholders or such applicable Affiliate, as the case may be, (i) either (A) causes such entity to divest the Equity Securities, Voting Securities or Derivative Instruments, or any securities convertible into, or exercisable or exchangeable for, Equity Securities, Voting Securities or Derivative Instruments, Beneficially Owned by the acquired entity within a period of one hundred twenty (120) calendar days after the date of the consummation of such acquisition or

(B) divests the Equity Securities, Voting Securities or Derivative Instruments, or any other securities convertible into, or exercisable or exchangeable for, Equity Securities, Voting Securities or Derivative Instruments, Beneficially Owned by the Abbott Shareholders and their respective Affiliates, in an amount so that the Abbott Shareholders and their respective Affiliates, together with such acquired business entity, shall not, acting alone or as part of a Group, directly or indirectly, Beneficially Own a number of Ordinary Shares in excess of the Standstill Level following such acquisition, and (ii) if any general meeting of the shareholders of New Mylan is held prior to the disposition thereof, votes such Ordinary Shares or other Voting Securities on each matter presented at any such general meeting of the shareholders of New Mylan in accordance with the recommendation of the Board of Directors or any applicable committee thereof;

Section 6. Registration Rights.

6.1 Demand Registration. At any time and from time to time on or after the date of this Agreement, Abbott, on behalf of the Abbott Shareholders, may request in writing ("Request") that New Mylan register under the Securities Act all or part of the Registrable Securities that are Beneficially Owned by the Abbott Shareholders or their Affiliates (a) on a Registration Statement on Form S-3 or other available form (a "Demand Registration") or (b) on a Shelf Registration Statement covering any Registrable Securities (or otherwise designating an existing Shelf Registration Statement with the SEC to cover the Registrable Securities) (a "Shelf Registration"). Any such Request may involve (i) a registered offering by the Abbott Shareholders of Abbott securities that entitle the holders thereof to receive all or a portion of the Registrable Securities Beneficially Owned by the Abbott Shareholders (or the cash value thereof) or (ii) a Hedging Arrangement in which the counterparty to one or more Abbott Shareholders uses the Shelf Registration Statement to effect short sales of Registrable Securities; provided that the consent of New Mylan shall be required in connection with any Request pursuant to clause (ii) above, such consent not to be unreasonably withheld, delayed or conditioned. Abbott shall be entitled to make no more than seven (7) Requests, and each such Request shall be to register an amount of Registrable Securities having an aggregate value of at least $200,000,000. Any requested registrations by Abbott prior to the date of this Agreement pursuant to Section 7.24(b) of the Business Transfer Agreement shall be deemed to be Demand Registrations or Shelf Registrations, as applicable, under this Agreement, including being taken into account in determining the foregoing permitted number of Requests, and each of the Abbott Shareholders and New Mylan shall have all rights and obligations under this Agreement with respect to such registrations as if such registrations had been requested under this Agreement. New Mylan shall not be obligated to effect a Demand Registration during the sixty (60) calendar day period following the effective date of a Registration Statement pursuant to any other Demand Registration. Each Request pursuant to this Section 6.1 shall be in writing and shall specify the number of Registrable Securities requested to be registered and the intended method of distribution of such Registrable Securities.

6.2 Restrictions on Demand Registrations. New Mylan may (a) postpone the filing or the effectiveness of a Registration Statement requested by the Abbott Shareholders or of a supplement or amendment thereto during the regular quarterly period during which directors and executive officers of New Mylan are not permitted to trade under the insider trading policy of New Mylan then in effect until the expiration of such quarterly period (but in no event later than two (2) Business Days after the date of New Mylan's quarterly earnings announcement) and (b) postpone for up to ninety (90) calendar days the filing or the effectiveness of a Registration Statement or of a supplement or amendment thereto if the Board of Directors determines in good faith that such Demand Registration or Shelf Registration, as the case may be, would (i) reasonably be expected to materially impede, delay, interfere with or otherwise have a material adverse effect on any material acquisition of assets (other than in the ordinary course of business), merger, consolidation, tender offer, financing or any other material business transaction by New Mylan or any of its Subsidiaries or (ii) require disclosure of information that has not been, and is

otherwise not required to be, disclosed to the public, the premature disclosure of which would materially and adversely affect New Mylan; provided that the postponement right described by clause (b)(i) and, to the extent resulting from actions within New Mylan's control, clause (b)(ii), shall not be available to New Mylan during the Restricted Period. The postponement rights in this Section 6.2 shall not be applicable to the Abbott Shareholders for more than a total of ninety (90) calendar days during any period of twelve (12) consecutive months. The postponement rights in this Section 6.2 and the holdback obligation in Section 6.10 shall not be applicable to the Abbott Shareholders for more than a total of one hundred eighty (180) calendar days during any period of twelve (12) consecutive months.

6.3 Automatic Shelf Registrations. To the extent that New Mylan qualifies as a well-known seasoned issuer as defined in Rule 405 under the Securities Act (a "WKSI") at the time of such request, Abbott may request that New Mylan file with the SEC an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) on Form S-3 (an "Automatic Shelf Registration Statement") permitting the public resale of Registrable Securities in accordance with the requirements of the Securities Act and the rules and regulations of the SEC thereunder. New Mylan shall use its reasonable best efforts and take all actions required or reasonably requested by Abbott to maintain the effectiveness of such Automatic Shelf Registration Statement in accordance with the requirements of the Securities Act and the rules and regulations of the SEC thereunder. At the time any Request for a Demand Registration or Shelf Registration is submitted to New Mylan on or after the date of this Agreement and, pursuant to such Request, Abbott on behalf of the Abbott Shareholders requests, in accordance with this Section 6.3, that New Mylan file an Automatic Shelf Registration Statement, New Mylan shall file an Automatic Shelf Registration Statement in accordance with the requirements of the Securities Act and the rules and regulations of the SEC thereunder, which covers those Registrable Securities that are requested to be registered. At the written request of Abbott on behalf of the Abbott Shareholders, New Mylan shall pay the registration fee with respect to a take-down from an Automatic Shelf Registration Statement promptly and, in any event, within the time period required by applicable Law after receiving such written request. So long as the Abbott Shareholders are entitled to registration rights pursuant to this Section 6, New Mylan shall use its reasonable best efforts to remain a WKSI and not to become an ineligible issuer (as defined in Rule 405 under the Securities Act). If, at any time following the filing of an Automatic Shelf Registration Statement when New Mylan is required to re-evaluate its WKSI status, New Mylan determines that it is not a WKSI, New Mylan shall use its reasonable best efforts to post-effectively amend the Automatic Shelf Registration Statement to a Registration Statement or Shelf Registration Statement on Form S-3 or file a new Shelf Registration Statement on Form S-3, have such Shelf Registration Statement declared effective by the SEC and keep such Registration Statement effective during the period in which such Shelf Registration is required to be kept effective in accordance with this Section 6.

6.4 Selection of Underwriters; Underwritten Offering. If Abbott on behalf of the Abbott Shareholders so notifies New Mylan in writing, New Mylan shall use its reasonable best efforts to cause a Demand Registration or Shelf Registration to be in the form of an underwritten offering. In connection with any underwritten Demand Registration or Shelf Registration, (a) Abbott shall have the right to select the bookrunners, subject to the bookrunners being nationally recognized investment banks reasonably acceptable to New Mylan, (b) New Mylan shall have the right to select one bookrunner, subject to the bookrunner being a nationally recognized investment bank reasonably acceptable to Abbott, (c) each of Abbott and New Mylan shall have the right to select other non-bookrunning underwriters, subject to each such other non-bookrunning underwriter being a nationally recognized investment bank reasonably acceptable to the other Party, the number of which to be selected by each Party to be jointly determined by the Parties or, in the absence of agreement by the Parties, by the managing underwriter selected by Abbott, acting reasonably, (d) the managing underwriter selected by Abbott shall have primary authority and responsibility to direct the administration of the offering and (e) the underwriters selected by New Mylan shall collectively receive 33% of the underwriting commissions and other fees in respect of such

Demand Registration or Shelf Registration. In connection with any Piggyback Registration that is an underwritten primary registration on behalf of New Mylan in which Registrable Securities requested to be included represent at least 10% of the number of securities to be included in the offering, (i) Abbott shall have the right to select a joint lead bookrunner to administer the offering, subject to such joint lead bookrunner being a nationally recognized investment bank reasonably acceptable to New Mylan, and (ii) the joint lead bookrunner selected by Abbott shall receive a percentage of the underwriting commissions and other fees in respect of such Piggyback Registration equal to the percentage of Registrable Securities included in such Piggyback Registration (but in no event more than 50% of such commissions and fees); provided that, for the avoidance of doubt, the managing underwriter selected by New Mylan shall have primary authority and responsibility to direct the administration of the offering. New Mylan agrees that Abbott shall be entitled to select the underwriter set forth on Schedule II to act as managing underwriter or joint lead bookrunner in accordance with this Section 6.4 subject to the terms and conditions set forth on Schedule II. The Abbott Shareholders may not participate in any registration hereunder which is underwritten unless the Abbott Shareholders agree to sell the Registrable Securities held by the Abbott Shareholders on the basis provided in any underwriting agreement with the underwriters and complete and execute all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

6.5 Piggyback Registrations.

(a) If New Mylan determines to register any of its securities either for its own account or the account of a security holder or holders, other than a registration pursuant to Section 6.1, a registration relating solely to any employee or director equity or equity-based incentive or compensation plan or arrangement or any similar employee or director compensation or benefit plan, a registration relating to the offer and sale of debt securities, a registration relating solely to a corporate reorganization (including by way of merger of New Mylan or any of its Subsidiaries with any other business) or acquisition of another business or a registration on any registration form that does not permit secondary sales (a "Piggyback Registration"), New Mylan shall (i) promptly give written notice of the proposed Piggyback Registration to Abbott and (ii) subject to Sections 6.5(b) and 6.5(c), include in such Piggyback Registration and in any underwriting involved therein all of such Registrable Securities as are specified in a written request or requests ("Piggyback Requests") made by Abbott on behalf of the Abbott Shareholders received by New Mylan within ten (10) Business Days after such written notice from New Mylan is given to Abbott. Such Piggyback Requests shall specify the number of Registrable Securities requested to be disposed of by Abbott.

(b) If a Piggyback Registration is an underwritten primary registration on behalf of New Mylan, and the managing underwriters advise New Mylan in writing that in their opinion the aggregate number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner in such offering without adversely affecting the success of such offering (including an adverse effect on the offering price), New Mylan shall include in such registration only such securities as New Mylan is advised by such managing underwriters can be sold without such an effect, which securities shall be included in the following order of priority: (i) first, the securities New Mylan proposes to sell, (ii) second, the securities requested to be included in such registration by the holders of Registrable Securities and holders that are contractually entitled to include such securities therein pursuant to any written agreement entered into by New Mylan prior to the date of this Agreement (the "Other Registrable Securities"), pro rata on the basis of the number of Registrable Securities and Other Registrable Securities requested to be included in such registration and (iii) third, any other securities requested to be included in such registration. If a Piggyback Registration is an underwritten secondary registration on behalf of any holder of Other Registrable Securities, and the managing underwriters advise New Mylan in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner in such offering without adversely affecting the success of such offering (including an adverse effect on the offering price), New

Mylan shall include in such registration only such securities as can be sold without such an effect, which securities shall be included in the following order of priority: (i) first, the Other Registrable Securities requested to be included in such registration, (ii) second, the Registrable Securities requested to be included in such registration and (iii) third, any other securities requested to be included in such registration.

(c) New Mylan and any holder of Other Registrable Securities initiating any registration shall have the right to, in its sole discretion, defer, terminate or withdraw any registration initiated by it under this Section 6.5 whether or not the Abbott Shareholders have elected to include any Registrable Securities in such registration. Notwithstanding anything contained herein, in the event that the SEC or applicable federal securities Laws and regulations prohibit New Mylan from including all of the Registrable Securities requested by Abbott to be registered in a registration statement pursuant to this Section 6.5, then New Mylan shall be obligated to include in such registration statement only such portion of the Registrable Securities as is permitted by the SEC or such federal securities Laws and regulations.

6.6 Withdrawals. Abbott may withdraw all or any part of the Registrable Securities from a Registration Statement at any time prior to the effective date of such Registration Statement. If such withdrawal is made primarily as a result of the failure of New Mylan to comply with any provision of this Agreement, New Mylan shall be responsible for the payment of all Registration Expenses in connection with such registration and such registration shall not count as a Demand Registration for purposes of Section 6.1. In the case of any other withdrawal, the Abbott Shareholders shall pay for the Registration Expenses associated with the withdrawn registration.

6.7 Registration Procedures. Whenever Abbott has made a Request in accordance with Section 6.1 that any Registrable Securities be registered pursuant to this Agreement, New Mylan shall:

(a) as expeditiously as reasonably practicable after the receipt by New Mylan of such a Request, prepare and file with the SEC a Required Registration Statement or Required Shelf Registration Statement, as the case may be, providing for the registration under the Securities Act of the Registrable Securities which New Mylan has been so requested to register in accordance with the intended methods of distribution thereof specified in such Request, and shall use reasonable best efforts to have such Required Registration Statement or Required Shelf Registration Statement, as the case may be, declared effective by the SEC as soon as practicable thereafter and to keep such Required Registration Statement or Required Shelf Registration Statement, as the case may be, continuously effective (i) in the case of a Demand Registration, for a period of at least ninety (90) calendar days (or, in the case of an underwritten offering, such period as the underwriters may reasonably require) following the date on which such Required Registration Statement is declared effective (or such shorter period which shall terminate when all of the Registrable Securities covered by such Required Registration Statement have been sold pursuant thereto) or (ii) in the case of a Shelf Registration, until such time as all Registrable Securities covered by such Required Shelf Registration Statement have been sold pursuant thereto, including, in either case, if necessary, by filing with the SEC a post-effective amendment or a supplement to the Required Registration Statement or Required Shelf Registration Statement or the related prospectus or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending the Required Registration Statement or Required Shelf Registration Statement, if required by the rules, regulations or instructions applicable to the registration form used by New Mylan for such Required Registration Statement or Required Shelf Registration Statement or by the Securities Act, the Exchange Act, any state securities or blue sky Laws, or any rules and regulations thereunder;

(b) prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement for the period set forth in (a) above;

(c) furnish to the Abbott Shareholders such number of copies of such Registration Statement, each amendment and supplement thereto, the prospectus included in such Registration Statement (including each preliminary prospectus) and such other documents as Abbott may reasonably request in order to facilitate the disposition of the Registrable Securities owned by the Abbott Shareholders;

(d) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky Laws of such jurisdictions in the United States as Abbott reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable the Abbott Shareholders to consummate the disposition in such jurisdictions of the Registrable Securities owned by the Abbott Shareholders; provided that New Mylan shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify, (ii) consent to general service of process in any such jurisdiction or (iii) subject itself to taxation in any jurisdiction where it is not so subject;

(e) in the event of any underwritten public offering, enter into an underwriting agreement or similar agreement, in usual and customary form, with the managing underwriters of such offering and use reasonable best efforts to take such other actions as the managing underwriters reasonably request in order to expedite or facilitate the disposition of such Registrable Securities, including causing its senior officers to participate in “road shows” and other information meetings organized by the managing underwriters;

(f) notify Abbott, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such Registration Statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein, not misleading, and in such case, subject to Section 6.2, New Mylan shall promptly prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the holders of Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein, not misleading;

(g) use its reasonable best efforts to cause all such Registrable Securities which are registered to be listed on each securities exchange on which similar securities issued by New Mylan are then listed;

(h) enter into such customary agreements and use reasonable best efforts to take all such other actions as Abbott or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities;

(i) make available for inspection by Abbott, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by the Abbott Shareholders or any underwriter, financial and other records, pertinent corporate documents and properties of New Mylan and its Subsidiaries as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause New Mylan’s officers, directors, employees and independent accountants to supply all other information reasonably requested by Abbott or any such underwriter, attorney, accountant or agent in connection with such Registration Statement;

(j) if such sale is pursuant to an underwritten offering, use reasonable best efforts to obtain “comfort” letters dated the pricing date of the offering of the Registrable Securities and the date of the closing under the underwriting agreement from New Mylan’s independent public accountants in customary form and covering such matters of the type customarily covered by “comfort” letters in connection with underwritten offerings as the managing underwriter reasonably requests;

(k) use reasonable best efforts to furnish, at the request of Abbott on the date such securities are delivered to the underwriters for sale pursuant to such registration or are otherwise sold pursuant thereto, an opinion and a “10b-5” letter, dated such date, of counsel representing New Mylan for the purposes of such registration, addressed to the underwriters, if any, and to the seller making such request, covering such legal and other matters with respect to the registration in respect of which such opinion is being given and such letter is being delivered as the underwriters, if any, and the seller may reasonably request and are customarily included in such opinions and letters;

(l) subject to Section 6.2, use reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement registering such Registrable Securities;

(m) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable after the effective date of the Registration Statement, an earnings statement covering the period of at least 12 months beginning with the first day of New Mylan's first full calendar quarter after the effective date of the Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(n) reasonably cooperate with the Abbott Shareholders and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(o) notify in writing Abbott and the underwriter, if any, of the following events as promptly as reasonably practicable:

(i) the effectiveness of any such Registration Statement;

(ii) any request by the SEC for amendments or supplements to the Registration Statement or the prospectus or for additional information and when same has been filed and become effective;

(iii) the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings by any Person for that purpose; and

(iv) the receipt by New Mylan of any notification with respect to the suspension of the qualification of the Registrable Securities for the sale under the securities or blue sky Laws of any jurisdiction or the initiation or threat of any proceeding for such purpose;

(p) to the extent reasonably required in writing by the lead managing underwriters with respect to an underwritten offering relating to the registration of Equity Securities having an aggregate value of at least $200,000,000, agree, and cause the directors or officers of New Mylan to agree, to enter into customary agreements restricting the sale or distribution of Equity Securities during the period commencing on the date of the request (which shall be no earlier than fourteen (14) calendar days prior to the expected "pricing" of such underwritten offering) and continuing for not more than ninety (90) calendar days after the date of the "final" prospectus (or "final" prospectus supplement if the underwritten offering is made pursuant to a Shelf Registration Statement), pursuant to which such underwritten offering shall be made, plus an extension period, as may be proposed by the lead managing underwriters to address FINRA regulations regarding the publishing of research, or such lesser period as is required by the lead managing underwriters; and

(q) use reasonable best efforts to take all other steps reasonably necessary to effect the registration of the Registrable Securities contemplated hereby.

If any such registration or comparable statement refers to any Abbott Shareholder by name or otherwise as the holder of any securities of New Mylan and if any Abbott Shareholder is or would be reasonably expected to be deemed to be a controlling person of New Mylan, Abbott shall have the right to require (i) the insertion therein of language, in form and substance satisfactory to Abbott and presented to New Mylan in writing, to the effect that the holding by the Abbott Shareholders of such securities is not to be construed as a recommendation by any Abbott Shareholder of the investment quality of New Mylan's securities covered thereby and that such holding does not imply that any Abbott Shareholder shall assist in meeting any future financial requirements of New Mylan or (ii) in the event that such

reference to any Abbott Shareholder by name or otherwise is not required by the Securities Act or any similar federal statute then in force, the deletion of the reference to such Abbott Shareholder; provided that with respect to this clause (ii) Abbott must furnish to New Mylan an opinion of counsel to such effect, which opinion and counsel shall be reasonably satisfactory to New Mylan. In connection with any Registration Statement in which the Abbott Shareholders are participating, Abbott shall furnish to New Mylan in writing such information and affidavits as New Mylan reasonably may from time to time reasonably request specifically for use in connection with any such Registration Statement or prospectus.

Abbott agrees that upon receipt of any notice from New Mylan of the happening of any event of the kind described in clauses (f), (o)(ii), (o)(iii) or (o)(iv) above, it shall forthwith discontinue its disposition of Registrable Securities pursuant to the applicable Registration Statement and the prospectus relating thereto until its receipt of the copies of the supplemented or amended prospectus contemplated by clause (o)(ii), or until it is advised in writing by New Mylan that the use of the applicable prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such prospectus; provided that New Mylan shall use its reasonable best efforts to supplement or amend the applicable Registration Statement and prospectus as promptly as practicable and shall extend the time periods under clause (a) above with respect to the length of time that effectiveness of a Registration Statement must be maintained by the amount of time that Abbott is required to discontinue disposition of such Registrable Securities.

6.8 Registration Expenses. Subject to Section 6.6, all expenses of New Mylan incident to New Mylan's performance of or compliance with this Section 6, including all registration and filing fees, fees and expenses of compliance with securities or blue sky Laws, printing expenses, messenger and delivery expenses, New Mylan's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance, the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by New Mylan are then listed and fees and disbursements of counsel for New Mylan and all independent certified public accountants retained by New Mylan (all such expenses being herein called "Registration Expenses"), shall be borne by New Mylan. The Abbott Shareholders shall pay all fees, costs and expenses of its counsel, accountants, advisers or representatives and all expenses of any broker's commission or underwriter's discount or commission relating to the registration and sale of Registrable Securities pursuant to this Agreement.

6.9 Requested Information. Not less than five (5) Business Days before the expected filing date of each Registration Statement pursuant to this Agreement, New Mylan shall notify each holder of Registrable Securities who has timely provided the requisite notice hereunder entitling such holder to register Registrable Securities in such Registration Statement of the information, documents and instruments from such holder that New Mylan or any underwriter reasonably requests in connection with such Registration Statement, including a questionnaire, custody agreement, power of attorney, lock-up letter and underwriting agreement, each in customary form reasonably acceptable to such holders (the "Requested Information"). If New Mylan has not received, on or before the second Business Day before the expected filing date, the Requested Information from such holder, New Mylan may file the Registration Statement without including Registrable Securities of such holder. The failure to so include in any Registration Statement the Registrable Securities of a holder of Registrable Securities (with regard to that Registration Statement) shall not result in any liability on the part of New Mylan to such holder.

6.10 Holdback Agreements. After the expiration of the Restricted Period, each Abbott Shareholder agrees to enter into customary agreements restricting the sale or distribution of Equity Securities (including sales pursuant to Rule 144) to the extent reasonably required in writing by the lead managing underwriters with respect to an applicable underwritten primary offering on behalf of New Mylan relating to the registration of Equity Securities having an aggregate value of at least $500,000,000 during the period commencing on the date of the request (which shall be no earlier than fourteen (14) calendar days prior to the expected "pricing" of such underwritten offering) and continuing for not more

than ninety (90) calendar days after the date of the "final" prospectus (or "final" prospectus supplement if the underwritten offering is made pursuant to a Shelf Registration Statement), pursuant to which such underwritten offering shall be made, plus an extension period, as may be proposed by the lead managing underwriters to address FINRA regulations regarding the publishing of research, or such lesser period as is required by the lead managing underwriters. The Abbott Shareholders shall not be required to enter into a holdback agreement pursuant to this Section 6.10 (a) at any time when the aggregate Beneficial Ownership of the Abbott Shareholders and their respective Controlled Affiliates, as a group, is less than 10% and (b) unless the directors and executive officers of New Mylan are subject to substantially comparable restrictions. The postponement rights in Section 6.2 and the holdback obligation in this Section 6.10 shall not be applicable to the Abbott Shareholders for more than a total of one hundred eighty (180) calendar days during any period of twelve (12) consecutive months.

6.11 Rule 144 Reporting. With a view to making available to the Abbott Shareholders the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities to the public without registration, New Mylan agrees to use its reasonable best efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 or any similar or analogous rule promulgated under the Securities Act, at all times after the effective date of the first registration filed by New Mylan for an offering of its securities to the general public;

(b) file with the SEC, in a timely manner, all reports and other documents required of New Mylan under the Exchange Act; and

(c) so long as the Abbott Shareholders own any Registrable Securities, furnish to Abbott promptly upon request (i) a written statement by New Mylan as to its compliance with the reporting requirements of Rule 144 of the Securities Act and of the Exchange Act, (ii) a copy of the most recent annual or quarterly report of New Mylan filed with the SEC and (iii) such other reports and documents as Abbott may reasonably request in connection with availing itself of any rule or regulation of the SEC allowing it to sell any such securities without registration, in each case to the extent not readily publicly available.

6.12 New Mylan Indemnification. New Mylan agrees to indemnify and hold harmless, to the extent permitted by applicable Law, each Abbott Shareholder, its Affiliates and each of its and their respective directors, officers, partners, members and agents and directors and each Person, if any, who controls any Abbott Shareholder (within the meaning of the Securities Act or the Exchange Act) from and against any and all losses, claims, damages, liabilities and expenses whatsoever (including reasonable, documented out-of-pocket expenses of investigation and reasonable, documented out-of-pocket attorneys' fees and expenses) caused by, arising out of or relating to any untrue or alleged untrue statement of material fact contained in any Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto covering the resale of any Registrable Securities by or on behalf of the Abbott Shareholders or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such untrue statement or omission is contained in any information or affidavit so furnished in writing by Abbott expressly stated to be used in connection with such Registration Statement.

6.13 Abbott Indemnification. Each Abbott Shareholder jointly and severally agrees to indemnify and hold harmless, to the extent permitted by applicable Law, New Mylan, its Affiliates, its and their respective directors, officers, partners, members and agents and each Person, if any, who controls New Mylan (within the meaning of the Securities Act or the Exchange Act) from and against any and all losses, claims, damages, liabilities and expenses (including reasonable, documented out-of-pocket expenses of investigation and reasonable, documented out-of-pocket attorneys' fees and expenses) caused by, arising out of or relating to any untrue or alleged untrue statement of material fact contained in the

Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto covering the resale of any Registrable Securities by or on behalf of the Abbott Shareholders or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by Abbott expressly stated to be used in connection with such Registration Statement.

6.14 Resolution of Claims. Any Person entitled to indemnification pursuant to this Section 6 shall give prompt written notice to the indemnifying Party of any claim with respect to which it seeks indemnification; provided that the failure so to notify the indemnifying Party shall not relieve the indemnifying Party of any liability that it may have to the indemnified party hereunder except to the extent that the indemnifying Party is materially prejudiced or otherwise forfeits substantive rights or defenses by reason of such failure. If notice of commencement of any such action is given to the indemnifying Party as above provided, the indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such indemnified party. The indemnified party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the indemnified party unless (a) the indemnifying Party agrees to pay the same, (b) the indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the indemnified party or (c) the named parties to any such action (including any impleaded parties) include both the indemnifying Party and the indemnified party and such parties have been advised by such counsel that either (i) representation of such indemnified party and the indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (ii) it is reasonably foreseeable that there will be one or more material legal defenses available to the indemnified party which are different from or additional to those available to the indemnifying Party. In any of such cases, the indemnified party shall have the right to participate in the defense of such action with its own counsel, the reasonable, documented out-of-pocket fees and expenses of which shall be paid by the indemnifying Party, it being understood, however, that the indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all indemnified parties. No indemnifying Party shall be liable for any settlement entered into without its written consent (such consent not to be unreasonably withheld, conditioned or delayed). No indemnifying Party shall, without the consent of such indemnified party (such consent not to be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened proceeding in respect of which such indemnified party is a party and indemnity has been sought hereunder by such indemnified party, unless such settlement (x) includes an unconditional release of such indemnified party from all liability for claims that are the subject matter of such proceeding and (y) does not include an omission of fault, culpability or failure to act by or on behalf of any indemnified party.

6.15 Contribution. If the indemnification provided for in Section 6.12 or 6.13 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying Party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable Law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying Party on the one hand and of the indemnified party on the other in connection with such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying Party and of the indemnified party shall be determined by a court of Law by reference to, among other things, if it relates to an untrue or alleged untrue statement of a material fact or the omission to state a material fact in a Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereof covering the resale of any Registrable Securities by or on behalf of the holder of Registrable Securities, whether the untrue or alleged untrue statement of a material fact or the omission to state a

material fact relates to information supplied by the indemnifying Party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of any loss, claim, damage or liability referred to above shall be deemed to include, subject to the limitations set forth in this Section 6.15, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The Parties agree that it would not be just and equitable if contribution pursuant to this Section 6.15 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 6.15. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

6.16 Removal of Legends and Stop Transfer Instructions. If any Registrable Securities are certificated and bear any restrictive legend, or are held in non-certificated book-entry form and are subject to any stop transfer or similar instruction or restriction, New Mylan shall upon the request of the holder of such Registrable Securities, as applicable, promptly cause such legends to be removed and new certificates without any restrictive legends to be issued or cause such stop transfer or similar instructions or restrictions to be promptly terminated and removed if (a) such Registrable Securities are registered for resale under the Securities Act or (b) the holder of such Registrable Securities provides New Mylan with reasonable assurance that such Registrable Securities can be sold, assigned or transferred pursuant to Rule 144 or otherwise without registration under the applicable requirements of the Securities Act, including, if requested by New Mylan, an opinion of outside legal counsel, reasonably acceptable to New Mylan, to such effect. Following the effective date of any Registration Statement pursuant to which Registrable Securities are registered for resale, New Mylan shall, as applicable, as soon as reasonably practicable deliver or cause to be delivered to the holder of such Registrable Securities certificates representing such Registrable Securities that are free from all restrictive legends, and cause all stop transfer or similar instructions or restrictions relating to such Registrable Securities to be terminated and removed.

Section 7. Miscellaneous.

7.1 Fees and Expenses. Except as otherwise provided in this Agreement, each Party shall pay its own direct and indirect expenses incurred by it in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

7.2 Term. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate, and all rights and obligations hereunder shall cease, on the date upon which the Abbott Shareholders no longer Beneficially Own any of the Initial Shares.

7.3 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses:

If to New Mylan, to:

Mylan N.V.
c/o Mylan Inc.
1000 Mylan Boulevard
Canonsburg, Pennsylvania 15317 USA
Attn: Global General Counsel
Facsimile: (724) 514-1871

with a copy (which shall not constitute notice) to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Attn: Mark I. Greene
Thomas E. Dunn
Facsimile: (212) 474-3700

If to any Abbott Shareholder, to:

Abbott Laboratories
100 Abbott Park Road
Building AP6C, Dept. 5MDB
Abbott Park, Illinois 60064-6112
Attn: Vice President, Licensing and Acquisitions
Facsimile: (224) 668-2800

with a copy (which shall not constitute notice) to:

Abbott Laboratories
100 Abbott Park Road
Building AP6D, Dept. 364
Abbott Park, Illinois 60064-6020
Attn: General Counsel
Facsimile: (224) 667-3966

and

Baker & McKenzie LLP
300 East Randolph Street, Suite 5000
Chicago, Illinois 60601
Attn: Olivia Tyrrell
Craig A. Roeder
Facsimile: (312) 698-2429

Any Party may, by delivery of written notice to the other Parties, change the address to which such notices and other communications are to be given in connection with this Agreement.

7.4 Counterparts; Entire Agreement; Corporate Power; Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. This Agreement and the Schedules hereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein. Each Party acknowledges that it and the other Parties may execute this Agreement by manual, stamp or mechanical signature, and that delivery of an executed counterpart of a signature page to this Agreement (whether executed by manual, stamp or mechanical signature) by facsimile or by email in portable document format (PDF) shall be effective as delivery of such executed counterpart of this Agreement. Each Party expressly adopts and confirms a stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by email in portable document format (PDF)) made in its respective name as if it were a manual signature delivered in person, agrees that it shall not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person and agrees that, at the reasonable request of the other Party at any time, it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof) and delivered in person, by mail or by courier.

7.5 Amendments and Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by New Mylan and Abbott on behalf of the Abbott Shareholders or, in the case of a waiver, by the Party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right.

7.6 Successors and Assigns.

(a) Subject to clauses (b) and (c) below, this Agreement shall be binding upon the Parties and their respective successors and assigns and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(b) New Mylan may not assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of Abbott; provided that no such consent shall be required for any assignment by New Mylan of its rights or obligations hereunder in connection with a merger, consolidation, combination, reorganization or similar transaction or the transfer, sale, lease, conveyance or disposition of all or substantially all of its assets.

(c) The Abbott Shareholders may not assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of New Mylan; provided that no such consent shall be required for (i) any assignment by Abbott of its rights or obligations hereunder in connection with a merger, consolidation, combination, reorganization or similar transaction or the transfer, sale, lease, conveyance or disposition of all or substantially all of its assets, if such assignee agrees in writing to be bound by the terms of this Agreement or (ii) the assignment or delegation by an Abbott Shareholder of any of its rights or obligations under this Agreement to a Permitted Transferee, if such Permitted Transferee agrees in writing to be bound by the terms of this Agreement; provided further that no such assignment or delegation shall relieve any Abbott Shareholder of its obligations under this Agreement.

(d) The covenants and agreements of Abbott Shareholders set forth in Sections 3, 4 and 5 shall not be binding upon or restrict any transferee of Shares other than Permitted Transferees in accordance with Section 3.1(b)(i), and no transferee of Shares other than such Permitted Transferees shall have any rights under this Agreement.

7.7 Non-Affiliation. From and after the date of this Agreement, New Mylan shall not and shall not cause, direct or permit any of its Subsidiaries or Controlled Affiliates to (a) identify the Abbott Shareholders (or any one of them) or any of their respective Affiliates (each, an "Abbott Party" and collectively, the "Abbott Parties") or otherwise hold any Abbott Party out to be an Affiliate of New Mylan or any of its Subsidiaries, except to the extent that such identification is required by applicable Law, by virtue of the Abbott Shareholder's Beneficial Ownership of all or a portion of the Shares or other Equity Securities, and in such case only to the extent so required by Law, or (b) make, enter into, modify or amend any Contract, other than a Contract executed and delivered by any Abbott Party, that subjects any Abbott Party or any of its assets or properties (other than the Shares or other Equity Securities held by an Abbott Shareholder), tangible or intangible, to any lien, encumbrance, claim, restriction or similar obligation or grants or allows on or with respect to any such assets or properties any right of use, exploitation, access or discovery to or in favor of any Person.

7.8 Confidentiality.

(a) Each Party hereby agrees that it and its Representatives shall keep the other Party's Confidential Information confidential and shall not disclose such Confidential Information; provided that (i) a Party may disclose that portion of the other Party's Confidential Information as to which the other Party has given its prior written consent for such disclosure and (ii) a Party may disclose the other Party's Confidential Information to its Representatives who (A) need to know such information in connection with preparing or otherwise assisting in the preparation of such Party's financial statements or Applicable Filings and Releases, (B) have been informed of the confidential nature of such information and directed to treat such information confidentially, and (C) are subject to confidentiality obligations under existing agreements or professional standards.

(b) Each Party is aware, and shall advise its Representatives who are informed of the matters that are the subject of this Agreement, of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any Person who has received material, nonpublic information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

(c) In the event that a Party or its Representatives are requested or required by any applicable Law or stock exchange listing requirement (including oral questions, depositions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process) (collectively, "Applicable Law") to disclose any of the other Party's Confidential Information, the Party requested or required to make the disclosure shall, to the extent practicable and permitted by Applicable Law, provide the other Party with prompt notice of any such request or requirement so that the other Party (at the other Party's sole expense) may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Section 7.8. If, in the absence of a protective order or other remedy or the receipt of a waiver from such other Party, the Party requested or required to make the disclosure or any of its Representatives are, nonetheless, on the advice of counsel, legally compelled to disclose the other Party's Confidential Information, the Party requested or required to make the disclosure or its Representative may disclose only that portion of the other Party's Confidential Information which such counsel advises is legally required to be disclosed, provided that the Party requested or required to make the disclosure exercises, to the extent practicable and permitted by Applicable Law, its reasonable efforts to preserve the confidentiality of the other Party's Confidential Information, including by cooperating with the other Party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the other Party's Confidential Information.

(d) As used in this Agreement, the term "Confidential Information" means, with respect to a Party: (i) all nonpublic information, whether in written, verbal, graphic, electronic or any other form, concerning or relating to such Party or its Representatives and their businesses that is furnished by or on behalf of such Party or its Representatives at any time from and after the date hereof in connection with the performance by such Party under this Agreement and (ii) all notes, memoranda, analyses, compilations, studies, forecasts, reports, samples, data, statistics, summaries, interpretations or other documents prepared by or on behalf of the receiving Party or its Representatives that contain, reflect or are based upon, in whole or in part, the information described in clause (i) above; provided that the term "Confidential Information" does not include information that (A) is or becomes generally available to the public other than as a result of breach of this Section 7.8 by the receiving Party or its Representatives, (B) was within the receiving Party's possession prior to its being furnished to the receiving Party by or on behalf of the disclosing Party or its Representatives, provided that the receiving Party reasonably believes that the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality with respect to such information, (C) is or becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or any of its Representatives, provided that the receiving Party reasonably believes that such source was not bound by a confidentiality agreement with or other contractual, legal or fiduciary

obligation of confidentiality with respect to such information, (D) is independently developed by the recipient without use of Confidential Information, as evidenced by its written records, or (E) is disclosed by the receiving Party or its Representatives with the disclosing Party's prior written approval.

7.9 No Third Party Beneficiaries. Except as expressly provided in Sections 6.12, 6.13, 6.14 and 6.15, this Agreement is intended for the benefit of the Parties and their respective successors and permitted assigns.

7.10 Severability. In the event that any one or more of the terms or provisions of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, or the application of such term or provision to Persons or circumstances or in jurisdictions other than those as to which it has been determined to be invalid, illegal or unenforceable, and the Parties shall use their commercially reasonable efforts to substitute one or more valid, legal and enforceable terms or provisions into this Agreement which, insofar as practicable, implement the purposes and intent of the Parties. Any term or provision of this Agreement held invalid or unenforceable only in part, degree or within certain jurisdictions shall remain in full force and effect to the extent not held invalid or unenforceable to the extent consistent with the intent of the Parties as reflected by this Agreement. To the extent permitted by applicable Law, each Party waives any term or provision of Law which renders any term or provision of this Agreement to be invalid, illegal or unenforceable in any respect.

7.11 Business Days. If the last or appointed day for the taking of any action or the expiration of any right required or granted in this Agreement is not a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

7.12 Governing Law and Venue: Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS RULES OF CONFLICTS OF LAW. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and the federal courts of the United States of America located in the City of New York, Borough of Manhattan with respect to all matters arising out of or relating to this Agreement and the interpretation and enforcement of the provisions of this Agreement, and of the documents referred to in this Agreement, and in respect of the transactions contemplated by this Agreement, and waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties agree that all claims with respect to such action or proceeding shall be heard and determined exclusively in such a New York state or federal court. The Parties agree that a final judgment in any such any action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. The Parties consent to and grant any such court jurisdiction over the person of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 7.3 or in such other manner as may be permitted by Law shall be valid and sufficient service.

(b) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY

HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER. EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION 7.12(b).

7.13 Enforcement. The Parties acknowledge and agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions hereof in any court referred to in Section 7.12, without proof of actual damages (and each Party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at Law or in equity. The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for such breach.

7.14 Joint and Several Liability. Each Abbott Shareholder shall be jointly and severally liable for any breach of this Agreement by the Abbott Shareholders.

[Signature pages follow.]

IN WITNESS WHEREOF, New Mylan and each of the Abbott Shareholders have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first above written.

MYLAN N.V.

By: /s/ Rajiv Malik
Name: Rajiv Malik
Title: President

ABBOTT LABORATORIES

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

LABORATOIRES FOURNIER S.A.S.

By: /s/ Jean-Paul Beauvais
Name: Jean-Paul Beauvais
Title: Authorized Representative

ABBOTT ESTABLISHED PRODUCTS HOLDINGS (GIBRALTAR) LIMITED

By: /s/ Thomas C. Freyman
Name: Thomas C. Freyman
Title: Authorized Representative

ABBOTT INVESTMENTS LUXEMBOURG S.À R.L.

By: /s/ Thomas C. Freyman
Name: Thomas C. Freyman
Title: Category A Manager

MYLAN N.V.
ARTICLES OF ASSOCIATION
(informal translation)

ARTICLE I
The Company

Section 1.01. Name. The name of the company is Mylan N.V. (the "Company").

Section 1.02. Seat. The Company has its seat in Amsterdam, the Netherlands.

Section 1.03. Purpose. The purpose of the Company is (a) to participate in, finance, collaborate with and conduct the management of companies, businesses and other enterprises and to provide advice and other services with respect thereto, (b) to acquire, own, operate and use, to sell, assign, transfer or otherwise dispose of or to pledge, hypothecate or otherwise encumber any assets, properties or other rights, including intellectual property rights and real and personal property, whether tangible or intangible, (c) to hold and invest cash, securities and other funds, (d) to provide guarantees, security or other credit support for the debts and obligations of legal persons, legal entities or companies with which the Company is affiliated in a "Group" (as defined in article 2:24b of the Dutch Civil Code) (each, a "Group Company") or third parties and (e) to take any and all actions relating to, in connection with or in furtherance of the foregoing to the fullest extent permitted by applicable law. Within the scope and for the achievement of such purposes, the Company may operate, manage, participate in and control one or more companies engaged or operating in, among other areas, the pharmaceutical and healthcare industries.

Section 1.04. Term. The term of existence of the Company is perpetual.

Section 1.05. Fiscal Year. The fiscal year of the Company shall commence on the first day of January and end on the thirty-first day of December in each year.

Section 1.06. Gender. Any words in the masculine gender in these Articles of Association ("Articles") shall be deemed to include the feminine gender.

ARTICLE II
Capitalization

Section 2.01. Authorized Share Capital. The authorized share capital of the Company is twenty-four million euros (EUR 24,000,000) consisting of one billion two hundred million (1,200,000,000) ordinary shares, par value one euro cent (EUR 0.01) per share ("Ordinary Shares") and one billion two hundred million (1,200,000,000) preferred shares, par value one euro cent (EUR 0.01) per share ("Preferred Shares" and, together with the Ordinary Shares, the "Shares").

Section 2.02. Reduction of Share Capital. (a) A resolution of the General Meeting (the "General Meeting" being (i) the corporate body consisting of the shareholders of the Company and all other persons with voting rights and (ii) any meeting of shareholders of the Company and other persons with meeting rights, as the case may be) to reduce the issued share capital of the Company by cancellation of Shares may only relate to: (i) Shares held by the Company or of which the Company holds the depositary receipts for shares in the Company ("Depositary Receipts") or (ii) Preferred Shares, provided that all Preferred Shares must be subject to such resolution and each such Preferred Share shall be subject to

repayment of the Redemption Amount (as defined in Section 3.06(a)) plus: (1) the Dividend Amount (as defined in Section 3.06(b)), calculated for the period beginning on the first day after the last full fiscal year prior to cancellation for which the Company has adopted annual accounts and ending on and including the day of cancellation (the "Cancellation Period"), and (2) all accrued but unpaid dividends with respect to periods prior to the Cancellation Period, provided further that the amounts in Sections 2.02(a)(ii)(1) and 2.02(a)(ii)(2) can never be below zero. Any dividends or other distributions otherwise paid on the Preferred Shares with respect to the Cancellation Period shall be deducted from the repayment amounts referred to in Sections 2.02(a)(ii)(1) and 2.02(a)(ii)(2).

(b) A resolution of the General Meeting to reduce the issued share capital of the Company may only be adopted pursuant to and in accordance with a proposal by the Board of Directors of the Company (the "Board").

ARTICLE III
Preferred Shares

Section 3.01. Transfers. Each transfer of Preferred Shares requires the approval of the Board. The transfer must be effected within three months after approval by the Board has been granted.

Section 3.02. Approval of Transfers. A shareholder seeking to transfer Preferred Shares (such a shareholder, an "applicant") shall send by courier service or by registered or certified mail a letter addressed to the Company requesting the approval of the Board. Such letter shall state the number of Preferred Shares the applicant intends to transfer and the intended transferee of such Preferred Shares. The Board shall be deemed to have approved a transfer of Preferred Shares if the Board shall not have responded to the applicant's letter referred to in the preceding sentence within three months of the delivery thereof to the Company. Approval shall also be deemed to have been granted with respect to the transfer of any Preferred Shares unless, at the time the Board denies approval for the transfer of such Preferred Shares, the Board notifies the applicant of one or more designated parties that are willing and able to purchase such Preferred Shares. The Company may only be designated as a designated party pursuant to this Section 3.02 with the applicant's approval.

Section 3.03. Price and Timing. The price to be paid for any Preferred Shares with respect to a transfer to one or more designated parties designated by the Board shall be as determined by mutual agreement of the applicant and the Board. If the applicant and the Board fail to reach an agreement, the price to be paid for such Preferred Shares shall be established by the Company's statutory registered accountant or firm of registered accountants (the "chartered accountant"). The applicant may withdraw its request to transfer any Preferred Shares within one month after being definitively informed of the price for such shares established by the chartered accountant. If, within one month after being informed of the definite price for the Preferred Shares established by the chartered accountant, the applicant has not withdrawn its request to transfer such shares, such Preferred Shares must be transferred to the designated party or parties against payment within one month after being informed of the definite price for the Preferred Shares established by the chartered accountant. If the applicant does not transfer such Preferred Shares within the period provided for in the preceding sentence, the Company shall be irrevocably authorized to proceed to deliver the Preferred Shares to the designated party or parties, subject to the obligation to pay the purchase price for such Preferred Shares to the applicant.

Section 3.04. Dissolution or Bankruptcy of Holders of Preferred Shares. In the event that a legal person that holds Preferred Shares is dissolved, is declared bankrupt or has been granted protection from its creditors or has been notified of a transfer of Preferred Shares under universal title, such holder of Preferred Shares, or its successors in title, shall be obliged to transfer the Preferred Shares to one or more persons designated by the Board in accordance with the provisions of this Article III. If, within one month after the Board has been notified that the legal person that holds Preferred Shares is dissolved, is declared bankrupt or has been granted protection from its creditors and in the event of a transfer of Preferred Shares under universal title, the Board has not designated one or more persons that are willing and able to purchase all Preferred Shares of such holder, the holder or its successor in title, as applicable, shall be permitted to keep such Preferred Shares. In the event of non-compliance by the holder, or its successor(s) in title, with the obligation pursuant to the first sentence of this Section 3.04 to transfer the Preferred Shares to one or more persons designated by the Board within one month after such obligation has arisen, the Company shall be irrevocably authorized to effect such transfer, provided that such transfer includes all such Preferred Shares, on behalf of such holder, or its successor(s) in title, in accordance with the provisions of this Article III.

Section 3.05. Meetings of Holders of Preferred Shares. (a) Meetings of holders of Preferred Shares shall be held as frequently as a resolution is required by the meeting in question and as frequently as is deemed desirable by the Board, or by one or more holder(s) of Preferred Shares.

(b) Meetings of the holders of Preferred Shares shall be held as if a General Meeting in accordance with Article VII below, except that (i) any such meeting shall be called at least eight days prior to such meeting and shall be called by providing notice of the meeting at the addresses of the holders of Preferred Shares listed in the shareholders' register or to the extent the holder of Preferred Shares consents thereto, such holder may be notified by a legible message sent electronically to the address that he has given to the Company for this purpose, (ii) the meeting of holders of Preferred Shares shall appoint its own chairman and (iii) the meeting of holders of Preferred Shares may also adopt resolutions by written consent.

Section 3.06. Redemption Amount; Dividend Amount. (a) "Redemption Amount" shall mean an amount per Preferred Share (which shall be the same amount for all Preferred Shares) determined by the General Meeting at the General Meeting authorizing the issuance of such Preferred Shares (or if the General Meeting has delegated to the Board the authority to authorize the issuance of such Preferred Shares, as determined by the Board) as the amount paid for such Preferred Share.

(b) "Dividend Amount" shall mean, with respect to any Preferred Share, (i) a percentage equal to (1) the higher of (x) twelve months LIBOR as published by ICE Benchmark Administration Limited or (y) twelve months EURIBOR as published by European Money Markets Institute, each calculated based on the number of days such rate applied during the fiscal year to which the Dividend Amount relates, provided that such rate can never be below zero percent, plus (2) a premium to be determined by the Board in line with market conditions on the date the Preferred Shares were first issued, provided that such premium may not exceed five hundred basis points, multiplied by (ii) the Redemption Amount.

ARTICLE IV
Issuances and Preemptive Rights

Section 4.01. Preemptive Rights. (a) Subject to applicable Dutch law, upon the issuance of Ordinary Shares, each holder of Ordinary Shares shall have a preemptive right in proportion to the aggregate amount of the Ordinary Shares held by such shareholder.

(b) Subject to applicable Dutch law, upon the issuance of Preferred Shares, each holder of Preferred Shares shall have a preemptive right in proportion to the aggregate amount of Preferred Shares held by such shareholder.

(c) Holders of Preferred Shares shall have no preemptive right with respect to issuances of, or grants of rights to subscribe for, Ordinary Shares. Holders of Ordinary Shares shall have no preemptive right with respect to issuances of, or grants of rights to subscribe for, Preferred Shares.

Section 4.02. Exceptions. Shareholders shall have no preemptive right with respect to the issuance of Shares (a) for which payment is made in a form of consideration other than in cash, (b) to employees of the Company or a Group Company or (c) to a party exercising a previously acquired right to subscribe for Shares to be issued.

Section 4.03. Resolution and Delegation. A resolution of the General Meeting to (a) issue Shares, (b) grant rights to subscribe for Shares, (c) to restrict or waive preemptive rights with respect to any issuance of, or grant of rights to subscribe for, Shares or (d) to delegate the power and authority to take the actions set forth in Section 4.03(a), (b) and (c) shall in each case only be adopted pursuant to and in accordance with a proposal therefor duly made by the Board.

ARTICLE V
Voting Rights

Section 5.01. Votes per Share. Each Share shall confer the right to cast one vote. Unless otherwise required by Dutch law or as set forth in these Articles, resolutions of the General Meeting shall be passed by an absolute majority of votes cast at a General Meeting at which at least one-third of the issued and outstanding share capital is present or represented. The provision included in Article 2:120 paragraph 3 of the Dutch Civil Code is not applicable. Abstentions, blank votes and invalid votes shall not be considered votes cast, but shall be considered shares present in determining whether a quorum is present.

Section 5.02. Approval of Mergers, Demergers, Liquidations, Dissolutions and Bankruptcies. The General Meeting may only resolve to (i) approve a legal merger or legal demerger, (ii) liquidate or dissolve the Company, (iii) make a distribution set forth in Section 6.01(b) or Section 6.01(f) or (iv) request that the Board file a petition in bankruptcy with respect to the Company, in each case upon the recommendation and proposal of the Board. Except as provided in Section 5.03, any resolution by the General Meeting to a legal merger or legal demerger shall be passed by an absolute majority of votes cast at a General Meeting at which half or more of the issued share capital is present or represented, provided that a majority of at least two thirds of the votes cast at a General Meeting shall be required if less than half of the issued share capital is present or represented at such meeting. With respect to the resolution of the General Meeting referred to in the previous sentence, the provision included in article 2:120 paragraph 3 of the Dutch Civil Code is not applicable.

Section 5.03. Approval of Certain Transactions. (a) Except as provided in Section 5.03(c), no company action of a character described in Section 5.03(b) below, and no resolution providing therefore, shall be adopted, approved or ratified by the General Meeting unless such resolution is adopted, approved or ratified, as applicable, by a majority of at least seventy-five percent of the votes cast, representing more than half of the issued share capital, of the General Meeting. With respect to the resolution of the General Meeting referred to in the previous sentence, the provision included in article 2:120 paragraph 3 of the Dutch Civil Code is not applicable. To the extent the General Meeting is not otherwise required by applicable law to adopt, approve or ratify a resolution with respect to any corporate action of a character described in Section 5.03(b), then the Board may not adopt a resolution approving any such company action unless such resolution of the Board is first approved by a majority of at least seventy-five percent of the votes cast, representing more than half of the issued share capital, of the General Meeting. With respect to the resolution of the General Meeting referred to in the previous sentence, the provision included in article 2:120 paragraph 3 of the Dutch Civil Code is not applicable.

(b) Company actions subject to the voting requirements of this Section 5.03 shall be: (i) any legal merger to which the Company and an Interested Person are parties, (ii) any legal demerger to which the Company and an Interested Person are parties, (iii) any sale, lease, exchange or other disposition, in a single transaction or series of related transactions, of all or substantially all or a Substantial Part of the properties or assets of the Company to an Interested Person, (iv) the adoption of any plan or proposal for the liquidation or dissolution of the Company under or pursuant to which the rights or benefits inuring to an Interested Person are different in kind or character from the rights or benefits inuring to the other holders of Ordinary Shares or (v) any transaction of a character described in clause (i), (ii), (iii) or (iv) above involving an Affiliate or Associate of an Interested Person or involving an Associate of any such Affiliate.

(c) The voting requirements of Section 5.03(a) shall not apply to any transaction of a character described in clause (i), (ii), (iii), (iv) or (v) of Section 5.03(b) should any of the following obtain with respect to the transaction: (i) the Board shall have resolved to enter into the transaction by a majority vote of all members of the Board prior to the time the Interested Person connected with the transaction became an Interested Person or (ii) the Board shall have resolved to enter into the transaction prior to consummation thereof which resolution shall have been adopted by the Board with an absolute majority of the votes validly cast, whereby the majority of all executive directors and non-executive directors on the Board (collectively, the “Directors” and each a “Director”) who were not Interested Persons, or an Affiliate, Associate or agent of such Interested Person, or an Associate or agent of any such Affiliate voted in favor of such resolution.

(d) The requirements of this Section 5.03 are in addition to any other requirement under applicable law or these Articles that the Board or the General Meeting adopt, approve or ratify a resolution for the Company to enter into an action of a character described in Section 5.03(b) and any such requirement shall continue to so apply notwithstanding the requirements of this Section 5.03.

(e) For purposes of this Section 5.03, the following definitions shall apply:

(i) “Affiliate” shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another person.

(ii) “Associate” shall mean any corporation or organization of which a person is an officer or partner or is, directly or indirectly, the beneficial owner of ten percent or more of any class of equity securities; or any trust or estate in which a person has a ten percent or larger beneficial interest or as to which a person serves as a trustee or in a similar fiduciary capacity; or any relative or spouse of a person and any relative of a spouse, who has the same residence as such person.

(iii) “Beneficial Ownership” shall mean all shares directly or indirectly owned by a person and all shares which a person has the right to acquire through the exercise of any option, warrant or right (whether or not currently exercisable), through the conversion of a security, pursuant to the power to revoke a trust, discretionary account or similar arrangement, pursuant to automatic termination of a trust, discretionary account or similar arrangement or otherwise. All shares shall be deemed indirectly owned by a person as to which such person enjoys benefits substantially equivalent to those of ownership by reason of any contract, understanding, relationship, agreement or other arrangement, including without limitation any written or unwritten agreement to act in concert.

(iv) “Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

(v) “Interested Person” shall mean any person who beneficially owns ten percent or more of the outstanding Shares of the Company.

(vi) “Person” shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, any unincorporated organization, a government or political subdivision thereof, a person acting through or in concert with one or more other persons and any other entity.

(vii) “Substantial Part” shall mean more than twenty percent of the total consolidated assets of the Company, as shown on its consolidated balance sheet as of the end of the most recent fiscal year.

(f) In addition to the requirements of Section 11.01 below, (i) any resolution by the Board to propose to the General Meeting to resolve to amend or repeal Section 5.03 of these Articles can only be adopted by the Board with an absolute majority of the votes validly cast, whereby the majority of all Directors who were not Interested Persons, or an Affiliate, Associate or agent of such Interested Person, or an Associate or agent of any such Affiliate voted in favor of such resolution, and (ii) any resolution of the General Meeting to resolve to amend or repeal Section 5.03 of these Articles, including but not limited to any amendment to the wording, intent or purpose of this Section 5.03 or any definitions contained therein, can only be adopted by the General Meeting with a majority of at least seventy-five percent of the votes cast, representing more than half of the issued share capital. With respect to the resolution of the General Meeting referred to in the previous sentence, the provision included in article 2:120 paragraph 3 of the Dutch Civil Code is not applicable.

ARTICLE VI
Distributions; Liquidations

Section 6.01. Distributions. (a) Subject to applicable law, in the event the Company makes distributions to the shareholders and other persons entitled to the distributable profits of the Company, such distributions shall be made as follows:

(i) first, with respect to holders of Preferred Shares, a dividend in an amount per Preferred Share equal to any accrued and unpaid Dividend Amount with respect to the current fiscal year and any prior fiscal year. To the extent that the profit of the Company is not sufficient to fully make a distribution in accordance with this Section 6.01(a)(i), such deficit shall be paid from the reserves of the Company. If, in any given fiscal year, the profit or the distributable reserves (as the case may be) of the Company are not sufficient to make the distributions set forth in this Section 6.01(a)(i), this Section 6.01(a)(i) shall apply in each subsequent fiscal year until such distributions have been made in full; and

(ii) second, the Board shall determine which part of the profit of the Company remaining after application as set forth in Section 6.01(a)(i) shall be reserved.

(b) The profit, as it appears from the profit and loss account of the Company adopted by the General Meeting, shall be at the disposal of the General Meeting to the extent not distributed in respect of the Dividend Amount payable to Preferred Shares and not reserved in accordance with Section 6.01(a)(ii), provided that the General Meeting may only resolve to dispose of such profit and loss upon the recommendation and proposal of the Board.

(c) The Board may make interim distributions. The Company's policy on reserves and dividends shall be determined by the Board and such policy may be amended by the Board from time to time at its discretion.

(d) The Board may determine that distributions on shares shall be made payable in euros, United States dollars or in another currency. The Board may decide that a distribution on shares shall not be made in cash or shall be partially made in cash and partially made in the form of shares in the Company or other property (or that all or part of a payment obligation in respect of shares, irrespective of whether those shares are issued to existing shareholders, is charged against the profits and/or reserves of the Company), or that shareholders shall be given the option to receive a distribution either in cash or in property other than in cash. The Board shall determine the conditions under which such option can be given to the shareholders.

(e) Shares held by the Company shall be disregarded when calculating the distribution of profits, unless such Shares have been pledged to the Company and the Company, in its capacity as pledgee, is entitled to such distributions.

(f) The General Meeting may resolve on a distribution to the holders of Ordinary Shares at the expense of the reserves, but only pursuant to and in accordance with a recommendation and proposal thereto by the Board.

(g) Any claim a shareholder may have to a distribution shall lapse five years following the day on which such distribution becomes payable.

(h) Shareholders entitled to a distribution shall be those shareholders as at a date determined by the Board for that purpose and such date shall not be earlier than the date on which the distribution was announced.

Section 6.02. Liquidations. The remainder of the Company's assets after payment of all debts and the costs of a liquidation shall be distributed as follows: (a) first, the holders of the Preferred Shares shall be paid the Redemption Amount plus (i) the Dividend Amount, calculated for the period beginning on the first day after the last full fiscal year prior to the liquidation for which the Company has adopted annual accounts and ending on and including the day of the payment on Preferred Shares referred to in this Section 6.02(a) (the "Liquidation Payment Period") and (ii) any accrued but unpaid dividends with respect to periods prior to the Liquidation Payment Period, provided that any dividends or other distributions otherwise paid on the Preferred Shares with respect to the Liquidation Payment Period shall be deducted from the payment referred to in this Section 6.02(a); and

(b) the remainder shall be paid to the holders of Ordinary Shares, in proportion to the number of Ordinary Shares that each party owns.

ARTICLE VII
Shareholder Meetings

Section 7.01. Annual General Meeting. The annual General Meeting of the shareholders of the Company shall be held within six months of the end of the Company's fiscal year. The annual General Meeting shall be called by the Director appointed by the Board as chairman of the Board (the "Chairman") or the Board in accordance with applicable law.

Section 7.02. Extraordinary General Meetings. Extraordinary General Meetings of the shareholders may be called at any time by the Chairman, the Board or upon the written request of one or more shareholders having the right to request such an Extraordinary General Meeting of shareholders in accordance with applicable law and these Articles, which request shall be addressed to the Board and shall set forth in detail the matters to be considered at such meeting.

Section 7.03. Organization. The Chairman shall preside and the Secretary of the Company (the "Secretary"), or in his absence any Assistant Secretary of the Company (the "Assistant Secretary"), shall act as secretary, at all General Meetings. In the event that the Chairman is absent, the Vice Chairman of the Board (the "Vice Chairman") shall preside at such meeting. In the absence of the Vice Chairman, a Director or an officer of the Company shall be selected by a majority of the Board in attendance at such meeting, and that Director or officer shall preside over the meeting. In the absence of the Secretary and any Assistant Secretary, the person presiding over the meeting shall designate any person to act as secretary of the meeting. The Chairman and/or Vice Chairman, as applicable, may, in his or her discretion, designate another Director to preside over a General Meeting. The order and conduct of business at a General Meeting shall be determined by the person presiding over such General Meeting. The person presiding over such General Meeting may determine in his discretion, among other things, time limits for shareholders and other persons having voting rights and/or meeting rights to speak.

Section 7.04. General Meetings. General Meetings shall be held in Amsterdam, Rotterdam, The Hague, Bunschoten-Spakenburg, Haarlemmermeer (Schiphol), Schiermonnikoog, Groningen or Leeuwarden and convened by the Board in the manner and with reference to applicable law and stock exchange regulations.

Section 7.05. Notice of General Meetings. The notice of a General Meeting shall state (a) the subjects to be discussed, (b) the place and time of the General Meeting, (c) the procedures for participation in the General Meeting and the exercise of voting rights in person or by proxy and (d) such other items as must be included in the notice pursuant to applicable law and stock exchange rules.

Section 7.06. Shareholder Business at General Meetings. An item proposed by one or more shareholders having the right to make such proposal under applicable law will be included in the notice of a General Meeting or announced in the same manner, provided that the Company receives the shareholder's request in writing (excluding e-mail and other forms of electronic communication) to propose such item no later than the sixtieth day before the date of the meeting, and such request otherwise complies with applicable law.

Section 7.07. Entitlement to Attend General Meetings. (a) Shareholders as well as other persons having voting rights and/or meeting rights, are entitled, in person or through a person to whom such shareholder has granted, in writing for the specific meeting, a power of attorney to attend the General Meeting, to address the General Meeting and, to the extent that they have such right, to vote at the General Meeting, in each case provided that such shareholder or other person has notified the Company of his intention to attend the meeting in writing at the address and by the date specified in the notice of meeting, which day cannot be earlier than seven days before the day of the meeting. Holders of a right of pledge or usufruct on Ordinary Shares that do not have voting rights and/or meeting rights may not attend or address the General Meeting.

(b) Unless otherwise provided for by the Board or applicable law, and regardless of who would be entitled to attend the General Meeting in the absence of a registration date as set forth in article 2:117b of the Dutch Civil Code, persons entitled to attend the General Meeting are those who, on the registration date if determined by the Board, have voting rights and/or meeting rights with respect to a class of shares of the Company and have been registered as such in a register designated by the Board for that purpose.

(c) If so determined by the Board and announced at the time of the General Meeting, persons entitled to attend General Meetings and vote at General Meetings may, within a period prior to the General Meeting to be determined by the Board, cast votes electronically or in a manner to be decided by the Board. Such period determined by the Board may not commence prior to the registration date referred to in article 2:117b of the Dutch Civil Code. Votes cast in accordance with the previous sentence shall be treated equally as votes cast at the meeting.

(d) Admission shall be given to the persons whose attendance at the General Meeting is approved by the chairman or the secretary of the General Meeting or any other person designated by the chairman or secretary of the General Meeting. At the request of the chairman or secretary of the General Meeting or his or her designee, each person who wishes to attend the General Meeting must sign the attendance list and set forth in writing his name and, to the extent applicable, the number of votes to which he is entitled.

Section 7.08. Minutes; Procedures. Minutes shall be kept of the matters dealt with at the General Meeting and shall be adopted by the Board. The chairman of the General Meeting shall decide on all disputes with regard to voting, admitting of persons attending and, in general the proceedings at the General Meeting, to the extent not otherwise provided for by Dutch law or these Articles. The ruling of the chairman of the General Meeting in respect of the outcome of any vote taken at a General Meeting shall be decisive. The same shall apply to the contents of any resolution adopted.

Section 7.09. Shareholder Action Outside of the General Meeting. Unless there are persons other than shareholders who are entitled to attend a General Meeting, shareholders may adopt resolutions other than at a General Meeting, provided that all shareholders entitled to vote have cast their vote in favor of such proposal. The votes shall be cast in writing or by use of electronic means. Directors shall have the opportunity to make a recommendation to shareholders prior to shareholders adopting any resolution in accordance with this Section 7.09.

Section 7.10. Remuneration of Directors. The Company shall have a policy governing the remuneration of the Board that may only be adopted by the General Meeting upon the recommendation and proposal of the Board. The remuneration of each individual executive Director and non-executive Director shall be determined by the Board in accordance with the remuneration policy referred to in the first sentence of this Section 7.10. Proposals concerning plans or arrangements in the form of Shares or rights to subscribe for Shares for Directors may only be adopted by the General Meeting upon the recommendation and proposal of the Board.

ARTICLE VIII
Board of Directors

Section 8.01. Number. The number of Directors which shall constitute the full Board shall be such number as shall be fixed by the Board; provided, however, that the Board shall consist of at least one executive Director and at least two non-executive Directors. Directors may only be natural persons. In the event of a vacancy on the Board, the Board shall continue to be validly constituted by the remaining Directors.

Section 8.02. Election; Binding Nominations. (a) Executive Directors and non-executive Directors shall be appointed by the General Meeting from a binding nomination to be drawn up by the Board in accordance with article 2:133 of the Dutch Civil Code. The resolution of the General Meeting shall specify whether a member of the Board is appointed as an executive Director or as a non-executive Director.

(b) The proposed candidate specified in a binding nomination shall be appointed in accordance with article 2:133 paragraph 3 of the Dutch Civil Code, unless the binding nature of the nomination was overruled by the General Meeting in accordance with Section 8.02(c) hereto.

(c) The General Meeting may overrule the binding nature of a nomination by a resolution of the General Meeting adopted with a majority of at least two-thirds of the votes cast, representing more than half of the issued share capital. In such event, the Board may draw up a new binding nomination to be submitted to a subsequent General Meeting.

(d) At a General Meeting, votes in respect of the appointment of a Director can only be cast for candidates named in the agenda of the meeting or explanatory notes thereto.

(e) If the Board fails to make use of its right to submit a binding nomination for a Director or fails to do so in due time, the General Meeting shall be unrestricted in its nomination and appointment of such Director.

(f) In each case in which the General Meeting is unrestricted in its nomination and appointment of a Director, the resolution for the appointment of a Director by the General Meeting shall require a majority of at least two-thirds of the votes cast, representing more than half of the issued share capital. With respect to the resolution of the General Meeting referred to in the previous sentence, the provision included in article 2:120 paragraph 3 of the Dutch Civil Code is not applicable.

Section 8.03. Suspension and Removal. Directors may be suspended or removed by the General Meeting at any time. A resolution of the General Meeting to suspend or remove a Director pursuant to and in accordance with a proposal by the Board shall be passed with an absolute majority of the votes cast. A resolution of the General Meeting to suspend or remove a Director other than pursuant to and in accordance with a proposal by the Board shall require a majority of at least two-thirds of the votes cast, representing more than half of the issued share capital. With respect to the resolution of the General Meeting referred to in the previous sentence, the provision included in article 2:120 paragraph 3 of the Dutch Civil Code is not applicable. Notwithstanding anything else in this Section 8.03, an executive Director may be suspended by the Board at any time.

Section 8.04. Representation; Duties; Internal Rules; Committees. (a) Subject to the limitations set forth in these Articles and the allocation of duties referred to in Section 8.04(b) herein, the Board is vested with the management of the Company. The authority to represent the Company shall be vested in each executive Director and the Chairman.

(b) In addition to the relevant provisions of these Articles, the Board may implement and adopt internal rules ("Board Rules") that set forth internal allocations of duties for each individual Director or allow Directors to allocate their duties by resolution, provided that the duty to supervise the performance of the executive Directors cannot be delegated away from the non-executive Directors. The Board Rules may also regulate the Board's decision-making processes and internal procedures, including rules in the event of Conflicts of Interest (as defined in Section 8.05), and provide that one or more Directors shall be duly authorized to resolve on matters which belong to their respective range of duties.

(c) The Board may establish such committees consisting of one or more Directors as it deems necessary and shall determine the duties and powers of such committees.

(d) The Board is authorized, without any prior approval of the General Meeting, to perform all legal acts within the meaning of Section 2:94 paragraph 1 of the Dutch Civil Code.

Section 8.05. Conflicts of Interest. A Director may not participate in the deliberation and the decision-making process of the Board if it concerns a subject in which such Director has a direct or indirect personal interest that conflicts with the interest of the Company and its business enterprise (a "Conflict of Interest"). In such event, the other Directors shall be authorized to adopt the relevant resolution. If all Directors have a Conflict of Interest, the resolution may nonetheless be adopted by the Board.

Section 8.06. Absence of Directors. In the event that one or more Directors are absent or unable to act, the powers of the Board shall continue unaffected. In the event that one or more Directors are absent or unable to act, and subject to the provisions set forth in this Section 8.06, the Board may elect a new person (whether or not a Director) or persons, as the case may be, to temporarily fill a vacancy or vacancies until the appointment by the General Meeting of a new Director or Directors in accordance with Section 8.02 of these Articles. In the event all non-executive Directors are absent or unable to act, then the executive Directors shall be authorized to temporarily entrust the tasks and duties of the non-executive Directors to one or more other persons. In the event all Directors are absent or unable to act, the most recent Chairman and/or a person or persons to be appointed by the most recent Chairman shall be temporarily entrusted with the tasks and duties of the non-executive Directors until the next General Meeting at which a new non-executive Director or Directors are appointed in accordance with Section 8.02 of these Articles, and such persons shall be authorized to temporarily entrust the tasks and duties of the executive Directors to one or more other persons until the next General Meeting at which a new executive Director or Directors are appointed in accordance with Section 8.02 of these Articles.

ARTICLE IX
Form of Shares; Share Registry; Share Transfer and Ownership

Section 9.01. Form. All Ordinary Shares and all Preferred Shares shall be in registered form.

Section 9.02. Certificates. Registered shares shall be uncertificated and shall be registered in the register of shareholders, provided that the Board may resolve that certain or all of the registered shares shall be represented by share certificates. Share certificates for registered shares shall be issued in such form, and shall be signed by such executive Directors and/or officers of the Company, as the Board may determine and shall be numbered in such manner as the Board may determine to be necessary or appropriate to distinguish the certificates representing the registered shares. The Board may establish further rules with respect to the issuance of certificates representing registered shares.

Section 9.03. Register. A register of shareholders shall be kept by on or behalf of the Company for the registered shares, which register shall be regularly updated and, at the discretion of the Board, may in whole or in part be kept in more than one copy and at more than one address. The Board shall keep a copy of the register at the office of the Company except for that part of the register that may be kept outside of the Netherlands in order to comply with applicable foreign statutory provisions or applicable listing rules. The name, address and such further information as required by applicable Dutch law or considered appropriate by the Board of each holder of one or more registered shares shall be recorded in the register of shareholders. The form and the contents of the register of shareholders shall be determined by the Board, subject to the provisions of this Section 9.03. If a shareholder notifies the Company of an electronic address to be recorded in the register of shareholders, such address shall then be considered to be recorded for the purpose of receiving all notifications, announcements and statements as well as convocations for General Meetings by electronic means. Upon his request, a holder of registered shares shall be provided with written evidence of the contents of the register of shareholders with regard to the shares registered in the name of such holder free of charge, and the statement so issued may be validly signed on behalf of the Company by a person to be designated for that purpose by the Board. The provisions of this Section 9.03 shall apply, *mutatis mutandis*, to usufructuaries and pledgees of registered shares.

Section 9.04. Depositary Receipts. The Company cannot cooperate with the issuance of Depositary Receipts.

Section 9.05. NY Property Law. For as long as any Ordinary Shares are listed on the Nasdaq or New York Stock Exchange (each located in the State of New York in the United States of America), the laws of the State of New York shall apply to the property law aspects of the Ordinary Shares reflected in the register held by the transfer agent, subject to applicable law.

Section 9.06. Joint Holders. If one or more Shares, or a usufruct in or a pledge over one or more Shares, are jointly held by one or more persons, the Board may decide that the joint holders thereof shall only be represented vis-à-vis the Company by one person jointly designated by such joint holders in writing. In the absence of such designation, all rights attached to the relevant Shares shall be suspended, except the right to receive distributions. The Board may grant an exemption to the requirement of the previous sentence, including, without limitation, with respect to Shares that are kept in custody by a securities clearing or settlement institution acting as such in the ordinary course of its business. The Board may determine the conditions of any such exemption.

Section 9.07. Plan Shares. The authorization of the General Meeting is not required in the event the Company acquires any Shares listed on a stock exchange in order to transfer such Shares to employees of the Company or of a Group Company pursuant to a plan applicable to such employees.

ARTICLE X
Indemnification of Officers and Directors

Section 10.01. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), whether brought by or in the name of the Company or otherwise, by reason of the fact that he is or was a Director or an officer of the Company or is or was serving at the request of the Company as a Director, officer, employee or agent of another company or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent or in any other capacity while serving as a Director, officer, employee or agent, shall be indemnified and held harmless by the Company to the fullest extent authorized by law, including, but not limited to Dutch law, as may be amended from time to time (but, in the case of such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such law permitted the Company to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes pursuant to the Employee Retirement Income Security Act of 1974, as amended, or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that the Company shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board. For purposes of Section 10.01, 10.02 and 10.03, persons holding the following titles shall be considered officers of the Company: Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, Chief Legal Officer, Chief Scientific Officer, and all persons holding the title of Executive Vice President, Senior Vice President or Vice President.

Section 10.02. Right to Payment of Expenses. The right to indemnification conferred in Section 10.01 shall include, to the fullest extent authorized by law, the right to be paid by the Company the expenses (including attorneys' fees) incurred in defending any such proceeding prior to its final disposition (hereinafter a "payment of expenses"). The rights to indemnification and to the payment of expenses conferred in Sections 10.01 and 10.02 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

Section 10.03. Right of Indemnitee to Bring Suit. If a claim under Section 10.01 or 10.02 is not paid in full by the Company within sixty days after a written claim has been received by the Company, except in the case of a claim for a payment of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee also shall be entitled to be paid the expense of prosecuting or defending such suit, including attorney's fees.

Section 10.04. Non-Exclusivity of Rights. The rights to indemnification and to the payment of expenses shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, these Articles, any agreement, any vote of shareholders or disinterested Directors or otherwise.

Section 10.05. Insurance. The Company may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Company or another company, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under Dutch law.

Section 10.06. Indemnification of Other Officers, Employees, Assistants and Agents. The Company may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the payment of expenses to any officer not otherwise covered by this Article X, to an employee, an assistant or an agent of the Company to the fullest extent of the provisions of this Article X with respect to the indemnification and payment of expenses of Directors and officers of the Company.

Section 10.07. Other Enterprises, Fines, Serving at the Company's Request. For purposes of this Article X, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise tax assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Company" shall include any service as a Director, officer, employee or agent of the Company which imposes duties on, or involves services by, such Director, officer, employee, or agent with respect to any employee benefit plan, its participants, or beneficiaries.

Section 10.08. Effect of Amendment. Any amendment, repeal or modification of any provision of this Article X shall not adversely affect any right or protection of a Director or officer existing at the time of such amendment, repeal or modification.

Section 10.09. Savings Clause. If this Article X or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each indemnitee as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action,

suit or proceeding, whether civil, criminal, administrative or investigative, to the fullest extent permitted by any applicable portion of this Article X that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE XI
Amendments

Section 11.01. Amendments. Other than as set forth herein, these Articles may only be amended by the General Meeting upon the recommendation and proposal of the Board, provided that any such resolution of the General Meeting to amend or repeal Sections 2.02(b), 4.03, 5.02, 6.01(b), 6.01(f), 8.02, 8.03, 11.01 and 12.01, including but not limited to any amendment to the wording, intent or purpose of such sections or any definitions contained therein, can only be adopted by the General Meeting with a majority of at least seventy-five percent of the votes cast, representing more than half of the issued share capital. With respect to the resolution of the General Meeting referred to in the previous sentence, the provision included in article 2:120 paragraph 3 of the Dutch Civil Code is not applicable.

ARTICLE XII
Adjudication of Disputes

Section 12.01. Adjudication of Disputes. Unless the Company consents in writing to the selection of an alternative forum, the competent courts of Amsterdam, the Netherlands shall be the sole and exclusive forum for (a) any action asserting a claim for breach of a duty owed by any Director, officer or other employee of the Company (including any former Director, former officer or other former employee of the Company to the extent such claim arises from such Director, officer or other employee's breach of duty while serving as a Director, officer or employee of the Company) to the Company or the Company's shareholders, (b) any action asserting a claim arising pursuant to or otherwise based on any provision of Dutch law or these Articles, (c) any action asserting a claim that is mandatorily subject to Dutch law or (d) to the extent permitted under Dutch law, any derivative action or proceeding brought on behalf of the Company, in each such case subject to such court having personal jurisdiction over the indispensable parties named as defendants therein.

Exhibit 4.1

[EXECUTION VERSION]

MYLAN INC.,
as Issuer,

MYLAN N.V.

and

THE BANK OF NEW YORK MELLON,
as Trustee

SECOND SUPPLEMENTAL INDENTURE
DATED as of FEBRUARY 27, 2015
TO THE INDENTURE
DATED as of SEPTEMBER 15, 2008,

3.75% CASH CONVERTIBLE NOTES DUE 2015

SECOND SUPPLEMENTAL INDENTURE (this "Second Supplemental Indenture"), dated as of February 27, 2015, among Mylan Inc., a Pennsylvania corporation (the "Company"), Mylan N.V., a public limited liability company (*naamloze vennootschap*) organized and existing under the laws of the Netherlands and formerly known as New Moon B.V. ("Parent"), and The Bank of New York Mellon, as trustee under the Indenture referred to herein (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company and the Trustee are parties to an Indenture, dated as of September 15, 2008 (as amended, supplemented and otherwise modified to the date hereof, the "Indenture"), providing for the issuance of the Company's 3.75% Cash Convertible Notes due 2015 (the "Securities");

WHEREAS, the Company previously entered into that certain Amended and Restated Business Transfer Agreement and Plan of Merger among the Company, Parent (under its then name, New Moon B.V., and prior to its conversion from a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized and existing under the laws of the Netherlands to a public limited liability company (*naamloze vennootschap*) organized and existing under the laws of the Netherlands), Moon of PA Inc., a Pennsylvania corporation ("Merger Sub") and Abbott Laboratories, dated as of November 4, 2014 (the "Business Transfer Agreement"), whereby, among other things, at the effective time of the transactions contemplated therein (the "Effective Time") (i) Merger Sub, Parent's wholly owned indirect subsidiary, merged with and into the Company, (ii) each issued and outstanding share of the Company's common stock, par value $0.50 per share, was cancelled and automatically converted into and became the right to receive one of Parent's ordinary shares, nominal value €0.01 per share ("Parent Ordinary Shares"), and (iii) the Company is continuing as the surviving corporation and a wholly owned indirect subsidiary of Parent (collectively, the "Merger");

WHEREAS, Section 6.01 of the Indenture permits the Company to consolidate with or merge with and into another entity so long as certain conditions have been met;

WHEREAS, the Merger constitutes a Business Combination pursuant to Section 4.10 of the Indenture, which provides, among other things, that in the case of any Business Combination involving the Company as a result of which holders of Common Stock are entitled to receive stock, other securities, other property or assets (including cash or any combination thereof) with respect to or in exchange for Common Stock, the Company or the successor or purchasing corporation, as the case may be, shall execute with the Trustee a supplemental indenture providing that from and after the effective date of such Business Combination, upon cash conversion of the Securities, the cash settlement of the Conversion Reference Value in accordance with the provisions of Section 4.12 of the Indenture shall be based on the value over the applicable Conversion Reference Period of the shares of stock, other securities or other property or assets (including cash or any combination thereof) which holders of Common Stock are entitled to receive in respect of each share of Common Stock upon such Business Combination, and containing such additional provisions to protect the interests of the Holders of the Securities as the Board of Directors shall reasonably consider necessary by reason of the foregoing; and

WHEREAS, the Company and Parent have authorized the execution and delivery of this Second Supplemental Indenture and all other acts and proceedings required by the Indenture, by law and by the charter and the bylaws (or comparable constituent documents) of the Company, Parent, and the Trustee necessary to make this Second Supplemental Indenture a valid agreement legally binding on the Company and Parent, in accordance with its terms, have been duly done and performed; and

WHEREAS, the Company hereby requests that the Trustee execute and deliver this Second Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, Parent, and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

ARTICLE I

CAPITALIZED TERMS, SUPPLEMENT AND EFFECTIVENESS

SECTION 1.01. *Capitalized Terms*. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

SECTION 1.02. *Supplement*. This Second Supplemental Indenture relates to and affects the Securities, is supplemental to the Indenture and the Indenture shall be deemed to be modified in accordance herewith, and this Second Supplemental Indenture shall form a part of the Indenture for all purposes; and every Holder of Securities heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby.

SECTION 1.03. *Effectiveness*. This Second Supplemental Indenture is effective immediately at the Effective Time of the Merger.

ARTICLE II

AMENDMENTS

SECTION 2.01. *Effect of Business Combination on Conversion Privilege*. From and after the Effective Time of the Merger:

(a) The definition of "Continuing Directors" in Section 1.01 of the Indenture shall be replaced in its entirety with the following:

"Continuing Directors" means, as of any date of determination, any member of the Parent Board of Directors of the Company who was (a) a member of such Parent Board of Directors on the date of the Second Supplemental Indenture or (b) nominated for election or elected to such Parent Board of Directors with the approval of a majority of the continuing directors who were members of such board at the time of such nomination or election.

(b) Section 1.01 of this Indenture shall be amended to insert the following new defined terms immediately after the definition of "Opinion of Counsel" and prior to the definition of "Person":

"Parent" means Mylan N.V., a public limited liability company (*naamloze vennootschap*) organized and existing under the laws of the Netherlands.

"Parent Board of Directors" means the board of directors of Parent or any duly authorized committee of such board, or any equivalent body in a limited partnership, limited liability company or other entity serving substantially the same function as a board of directors of a corporation.

(c) Section 1.01 of this Indenture shall be amended to insert the following new defined terms immediately after the definition of "Subsidiary" and prior to the definition of "Termination of Trading":

"Second Supplemental Indenture" means the Second Supplemental Indenture dated as of February 27, 2015, among the Company, Parent and the Trustee.

(d) *Common Stock*. The definition of "Common Stock" in Section 1.01 of the Indenture shall be replaced in its entirety with the following:

"Common Stock" means the ordinary shares, nominal value €0.01 of the Parent, or any successor common stock thereto.

(e) *Change of Control; Termination of Trading; Fundamental Change.* (i) The definition of "Change of Control" in Section 1.01 of the Indenture shall be replaced in its entirety with the following:

"Change of Control" means the occurrence of any of the following events (whether or not approved by the Company's Board of Directors or the Parent Board of Directors):

(1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of Voting Stock representing 50% or more of the total voting power of all outstanding Common Stock of the Parent, other than an acquisition by the Parent, any of the Parent's Subsidiaries or any of the Parent's employee benefit plans; *provided* that this clause (1) shall not apply to a merger of the Parent with or into a wholly-owned Subsidiary of a company that has a class of common stock or American Depositary Receipts in respect of common stock traded on the New York Stock Exchange, NASDAQ Global Select Market, NASDAQ Global Market or American Stock Exchange if immediately following the transaction or series of transactions the holders of Common Stock immediately before such transaction are entitled to exercise, directly or indirectly, 50% or more of the voting power of all shares of Capital Stock entitled to vote generally in the election of directors of such company; or

(2) Parent consolidates with, or merges with or into, another person or Parent sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any person other than any such transaction where immediately after such transaction the person or persons that "beneficially owned" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) immediately prior to such transaction, directly or indirectly, Voting Stock representing a majority of the total voting power of all outstanding Voting Stock of Parent, "beneficially own or owns" (as so determined), directly or indirectly, Voting Stock representing a majority of the total voting power of the outstanding Voting Stock of the surviving or transferee person and such surviving or transferee person has a class of common stock or American Depositary Receipts in respect of common stock traded on the New York Stock Exchange, NASDAQ Global Select Market, NASDAQ Global Market or the American Stock Exchange; or

(3) during any consecutive two-year period, the Continuing Directors cease for any reason to constitute a majority of the Parent Board of Directors; or

(4) the adoption of a plan of liquidation or dissolution of Parent or the Company; or

(5) the Company ceases to be a wholly owned direct or indirect subsidiary of Parent.

Notwithstanding the foregoing, it will not constitute a Change of Control if 90% of the consideration for the Common Stock (excluding cash payments for fractional shares and cash payments made in respect of dissenters' appraisal rights) in the transaction or transactions constituting the Change of Control consists of common stock or American Depositary Receipts and any associated rights listed on the New York Stock Exchange, NASDAQ Global Select Market, NASDAQ Global Market or the American Stock Exchange, or which will be so traded when issued or exchanged in connection with the Change of Control, and as a result of such transaction or transactions settlement of the Conversion Reference Value of the Securities is thereafter based upon shares of stock, other securities or other property or assets, at least 90% of which is, as of the effective date of such business combination, such common stock or American Depositary Receipts.

(ii) For purposes of the rights of Holders of Securities in the event of a Fundamental Change or a Change of Control (including, without limitation, the rights of Holders upon a Fundamental Change pursuant to Article III of the Indenture), determinations as to the occurrence of a Termination of Trading, shall be made by reference exclusively to the Common Stock of the Parent (and not the common stock of the Company).

(f) *Cash Conversion Privilege and Conversion Reference Rate.* For purposes of the Cash Conversion Privilege to which Holders of Securities may be entitled under certain circumstances in accordance with the provisions of Article IV of the Indenture, all relevant determinations (including, without limitation, determination of the Conversion Reference Rate, the Conversion Reference Value, the Conversion Reference Premium, the Daily Conversion Reference Value, the adjustments to the Conversion Reference Rate contemplated by Section 4.01(j) and 4.06 and the Fundamental Change Purchase Price) shall be made exclusively by reference to the Common Stock of the Parent (and not the common stock of the Company) and the Parent as the issuer thereof. As of the Effective Time, the Conversion Reference Rate is 75.0751 shares of Common Stock, subject to adjustment from time to time pursuant to the provisions of the Indenture.

(g) The Indenture shall be amended to insert the following immediately after Section 12.15 of the Indenture:

SECTION 12.16. *Information with respect to Fundamental Changes*. Parent shall provide to the Company as promptly as practicable all information necessary for the Company to determine whether a Fundamental Change has occurred and all other information necessary for the Company to comply with its obligations in respect of a Fundamental Change, including, without limitation, pursuant to Article 3 and Section 4.01(j) of this Indenture. For the avoidance of doubt, Parent's only obligation with respect to the Securities and the Indenture shall consist of the information delivery obligations set forth in the preceding sentence, and Parent shall have no other obligations (including any payment obligation) with respect to the Securities or the Indenture, which such other obligations shall remain solely obligations of the Company.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. *Trustee Not Responsible for Recitals*. The Trustee makes no representations as to, and shall not be responsible in any manner whatsoever for or in respect of, the validity or sufficiency of, this Second Supplemental Indenture or for or in respect of the correctness of the recitals contained herein, all of which recitals are made solely by the Company and Parent.

SECTION 3.02. *Supplemental Indenture Controls*. In the event of a conflict or inconsistency between the Indenture and this Second Supplemental Indenture, the provisions of this Second Supplemental Indenture shall control.

SECTION 3.03. *Governing Law*. THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 3.04. *Counterparts*. The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Second Supplemental Indenture and of signature pages by facsimile or electronic format (i.e., "*pdf*" or "*tif*") transmission shall constitute effective execution and delivery of this Second Supplemental Indenture as to the parties hereto and may be used in lieu of the original Second Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic format (i.e., "*pdf*" or "*tif*") shall be deemed to be their original signatures for all purposes.

SECTION 3.05. *Confirmation of the Indenture*. The Indenture, as supplemented and amended by this Second Supplemental Indenture, is in all respects hereby ratified and confirmed, and all of the terms, conditions and provisions thereof shall remain in full force and effect, except as supplemented and amended hereby.

SECTION 3.06. *Headings*. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 3.07. *Separability Clause*. In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

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

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, all as of the date first above written.

MYLAN INC.

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

MYLAN N.V. (solely with respect to Section 2.01(g))

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ FRANCINE KINCAID
Authorized Signatory

Exhibit 4.2

[EXECUTION VERSION]

MYLAN INC.,
as Issuer,

MYLAN N.V.
as Guarantor

and

THE BANK OF NEW YORK MELLON,
as Trustee

THIRD SUPPLEMENTAL INDENTURE
DATED as of FEBRUARY 27, 2015
TO THE INDENTURE
DATED as of SEPTEMBER 15, 2008

3.750% CASH CONVERTIBLE NOTES DUE 2015

Third Supplemental Indenture (this "Supplemental Indenture"), dated as of February 27, 2015, among Mylan N.V., a public limited liability company (*naamloze vennootschap*) organized and existing under the laws of the Netherlands (the "Guarantor"), Mylan Inc., a Pennsylvania corporation (the "Company"), and The Bank of New York Mellon, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of September 15, 2008, as amended, supplemented and modified by a supplemental indenture thereto, dated as of November 29, 2011 (the "Indenture"), providing for the issuance of 3.750% Cash Convertible Notes due 2015, (the "Notes");

WHEREAS, the Guarantor has agreed to execute and deliver to the Trustee this Supplemental Indenture pursuant to which the Guarantor shall fully and unconditionally guarantee all of the Company's obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Guarantee"); and

WHEREAS, pursuant to Section 10.01 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms*. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Agreement to Guarantee*. The Guarantor hereby agrees as follows:

(a) The Guarantor hereby absolutely, unconditionally, fully and irrevocably guarantees the Notes and obligations of the Company thereunder and under the Indenture, and guarantees to each Holder of a Note authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of and interest on, and Fundamental Change Purchase Price and Conversion Reference Value with respect to the Notes will be paid in full when due, whether at the Final Maturity Date or a Fundamental Change Purchase Date or upon cash conversion of the Notes, by acceleration or otherwise (including the amount that would become due but for the operation of any automatic stay provision of any Bankruptcy Law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes will be paid in full or performed or observed, all in accordance with the terms of the Indenture and the Notes; and (ii) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, the same will be paid in full when due or performed or observed in accordance with the terms of the extension or renewal, whether at the Final Maturity Date or a Fundamental Change Purchase Date or upon a cash conversion of the Notes, by acceleration or otherwise.

(b) The Guarantor hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture or the absence of any action to enforce the same, any waiver or consent by any Holder of Notes with respect to any provisions of the Indenture or the Notes (other than those which expressly release, discharge or otherwise affect the Guarantee), any release of any other Notes Guarantor (as defined below), the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Notes Guarantor.

(c) The Guarantor hereby waives (to the extent permitted by law) the benefits of diligence, presentment, demand for payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company or any other Person, protest, notice and all demands whatsoever and covenants, subject to Section 6 hereof, that this Guarantee shall not be discharged as to the Notes, except by complete performance of the obligations contained in the Notes, the Indenture and this Guarantee. The Guarantor acknowledges that this Guarantee is a guarantee of payment and not of collection.

(d) The Guarantor hereby agrees that, in the event of a default in payment of principal or interest on, or Fundamental Change Purchase Price or Conversion Reference Value with respect to such Notes, whether at the Final Maturity Date or a Fundamental Change Purchase Date or upon cash conversion of the Notes, by acceleration

or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, the Holder of such Notes, subject to the terms and conditions set forth in the Indenture, directly against the Guarantor to enforce the Guarantee without first proceeding against the Company or any other Notes Guarantor. The Guarantor agrees that if, after the occurrence and during the continuance of an Event of Default, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the maturity of the Notes, to collect interest on the Notes, or to enforce or exercise any other right or remedy with respect to the Notes, the Guarantor will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company or any Notes Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or any Notes Guarantor, any amount paid by any of them to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. The Guarantor further agrees that, as between the Guarantor, on the one hand, and the Holders and the Trustee, on the other hand (x) subject to this Supplemental Indenture, the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VII of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any acceleration of such obligations as provided in Article VII of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of this Guarantee.

(f) The Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

3. *Reinstatement*. The Guarantor hereby agrees that the Guarantee provided hereunder shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any obligations or interest thereon is rescinded or must otherwise be restored by a Holder to the Company upon the bankruptcy or insolvency of the Company or any Notes Guarantor.

4. *Contribution; Subrogation*. In the event that the Notes are guaranteed by one or more Subsidiary or other Persons (such Subsidiary or Subsidiaries, together with any other Person that guarantees the Notes and the Guarantor, the "Notes Guarantors"), the Notes Guarantors shall agree that in order to provide for just and equitable contribution among the Notes Guarantors, in the event any payment or distribution is made by any Notes Guarantor under its Guarantee, such Notes Guarantor will be entitled to a contribution from any other Notes Guarantor in a *pro rata* amount based on the net assets of each Notes Guarantor determined in accordance with GAAP. The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to its Notes Guarantee; *provided*, *however*, that if an Event of Default has occurred and is continuing, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the Notes shall have been paid in full.

5. *Execution and Delivery*. The Guarantor hereby agrees that the Guarantee will remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

6. *Trustee Not Responsible for Recitals*. The Trustee makes no representations as to, and shall not be responsible in any manner whatsoever for or in respect of, the validity or sufficiency of, this Supplemental Indenture or for or in respect of the correctness of the recitals contained herein, all of which recitals are made solely by the Company and Guarantor.

7. *Supplemental Indenture Controls*. In the event of a conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

8. THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

9. *Multiple Counterparts*. The parties may sign multiple counterparts to this Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement.

10. *Confirmation of the Indenture*. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby ratified and confirmed, and all of the terms, conditions and provisions thereof shall remain in full force and effect, except as supplemented and amended hereby.

11. *Effects of Headings*. The Section headings herein are for convenience only and shall not affect the construction hereof.

12. *Successors and Assigns*. All covenants and agreements in this Supplemental Indenture made by the parties hereto shall bind their respective successors and assigns, whether so expressed or not.

13. *Separability Clause*. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. *Obligations Under Indenture*. For the avoidance of doubt, the Guarantor shall not be bound by any obligations or covenants under the Indenture except as set forth in this Supplemental Indenture or as otherwise required by the Trust Indenture Act of 1939, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed, all as of the date first above written.

MYLAN INC.

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

MYLAN N.V.

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

THE BANK OF NEW YORK MELLON, as Trustee,

By: /s/ Francine Kindcaid
Name: FRANCINE KINCAID
Title: VICE PRESIDENT

Signature Page to Third Supplemental Indenture to Cash Convertible Notes Indenture

Exhibit 4.3

[EXECUTION VERSION]

MYLAN INC.,
as Issuer,

MYLAN N.V.
as Guarantor

and

THE BANK OF NEW YORK MELLON,
as Trustee

SECOND SUPPLEMENTAL INDENTURE
DATED as of FEBRUARY 27, 2015
TO THE INDENTURE
DATED as of May 19, 2010

7.875% SENIOR NOTES DUE 2020

Second Supplemental Indenture (this "Supplemental Indenture"), dated as of February 27, 2015, among Mylan N.V., a public limited liability company (*naamloze vennootschap*) organized and existing under the laws of the Netherlands (the "Guarantor"), Mylan Inc., a Pennsylvania corporation (the "Company"), and The Bank of New York Mellon, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of May 19, 2010, amended, supplemented and modified by a supplemental indenture thereto, dated as of November 29, 2011 (the "Indenture"), providing for the issuance of 7.875% Senior Notes due 2020 (the "Notes");

WHEREAS, the Guarantor has agreed to execute and deliver to the Trustee this Supplemental Indenture pursuant to which the Guarantor shall fully and unconditionally guarantee all of the Company's obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Guarantee"); and

WHEREAS, pursuant to Section 8.01 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms*. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Agreement to Guarantee*. The Guarantor hereby agrees as follows:

(a) The Guarantor hereby absolutely, unconditionally, fully and irrevocably guarantees the Notes and obligations of the Company thereunder and under the Indenture, and guarantees to each Holder of a Note authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of (and premium, if any) and interest on the Notes will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any Bankruptcy Law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes will be paid in full or performed, all in accordance with the terms of the Indenture and the Notes; and (ii) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, the same will be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

(b) The Guarantor hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture or the absence of any action to enforce the same, any waiver or consent by any Holder of Notes with respect to any provisions of the Indenture or the Notes (other than those which expressly release, discharge or otherwise affect the Guarantee), any release of any other Notes Guarantor (as defined below), the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Notes Guarantor.

(c) The Guarantor hereby waives (to the extent permitted by law) the benefits of diligence, presentment, demand for payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company or any other Person, protest, notice and all demands whatsoever and covenants, subject to Section 6 hereof, that this Guarantee shall not be discharged as to the Notes, except by complete performance of the obligations contained in the Notes, the Indenture and this Guarantee. The Guarantor acknowledges that this Guarantee is a guarantee of payment and not of collection.

(d) The Guarantor hereby agrees that, in the event of a default in payment of principal (or premium, if any) or interest on any Notes, whether at Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, the Holder of such Notes, subject to the terms and conditions set forth in the Indenture, directly against the Guarantor to enforce the Guarantee without first proceeding against the Company or any other Notes Guarantor. The Guarantor agrees that if, after the occurrence and during the continuance of an Event of Default, the Trustee or any of the Holders are prevented by applicable law from

exercising their respective rights to accelerate the maturity of the Notes, to collect interest on the Notes, or to enforce or exercise any other right or remedy with respect to the Notes, the Guarantor will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company or any Notes Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or any Notes Guarantor, any amount paid by any of them to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. The Guarantor further agrees that, as between the Guarantor, on the one hand, and the Holders and the Trustee, on the other hand (x) subject to the terms and provisions of this Supplemental Indenture, the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VI of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any acceleration of such obligations as provided in Article VI of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of this Guarantee.

(f) The Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

3. *Reinstatement*. The Guarantor hereby agrees that the Guarantee provided hereunder shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any obligations or interest thereon is rescinded or must otherwise be restored by a Holder to the Company upon the bankruptcy or insolvency of the Company or any Notes Guarantor.

4. *Contribution; Subrogation*. In the event that the Notes are guaranteed by one or more Subsidiary Guarantors or other Persons (such Subsidiary Guarantor or Subsidiary Guarantors, together with any other Person that guarantees the Notes and the Guarantor, the "Notes Guarantors"), the Notes Guarantors shall agree that in order to provide for just and equitable contribution among the Notes Guarantors, in the event any payment or distribution is made by any Notes Guarantor under its Guarantee or Subsidiary Guarantee, as applicable, such Notes Guarantor will be entitled to a contribution from any other Notes Guarantor in a *pro rata* amount based on the net assets of each Notes Guarantor determined in accordance with GAAP. The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to its Guarantee; *provided*, *however*, that if an Event of Default has occurred and is continuing, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the Notes shall have been paid in full.

5. *Execution and Delivery*. The Guarantor hereby agrees that the Guarantee will remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

6. *Trustee Not Responsible for Recitals*. The Trustee makes no representations as to, and shall not be responsible in any manner whatsoever for or in respect of, the validity or sufficiency of, this Supplemental Indenture or for or in respect of the correctness of the recitals contained herein, all of which recitals are made solely by the Company and Guarantor.

7. *Supplemental Indenture Controls*. In the event of a conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

8. THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE AND THE GUARANTEE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

9. *Counterpart Originals*. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy will be an original, but all of them together represent the same agreement.

10. *Confirmation of the Indenture*. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby ratified and confirmed, and all of the terms, conditions and provisions thereof shall remain in full force and effect, except as supplemented and amended hereby.

11. *Headings*. The Section headings herein have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and will in no way modify or restrict any of the terms or provisions hereof.

12. *Successors*. All agreements of the Company, the Guarantor or the Trustee in this Supplemental Indenture will bind their respective successors.

13. *Separability*. In case any provision in this Supplemental Indenture is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

14. *Obligations Under Indenture*. For the avoidance of doubt, the Guarantor shall not be bound by any obligations or covenants under the Indenture except as set forth in this Supplemental Indenture or as otherwise required by the Trust Indenture Act of 1939, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

MYLAN INC.

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

MYLAN N.V.

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

THE BANK OF NEW YORK MELLON, as Trustee,

By: /s/ Francine Kindcaid
Name: FRANCINE KINCAID
Title: VICE PRESIDENT

Exhibit 4.4

[EXECUTION VERSION]

MYLAN INC.,
as Issuer,

MYLAN N.V.
as Guarantor

and

THE BANK OF NEW YORK MELLON,
as Trustee

FIRST SUPPLEMENTAL INDENTURE
DATED as of FEBRUARY 27, 2015
TO THE INDENTURE
DATED as of December 21, 2012

3.125% SENIOR NOTES DUE 2023

First Supplemental Indenture (this "Supplemental Indenture"), dated as of February 27, 2015, among Mylan N.V., a public limited liability company (*naamloze vennootschap*) organized and existing under the laws of the Netherlands (the "Guarantor"), Mylan Inc., a Pennsylvania corporation (the "Company"), and The Bank of New York Mellon, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of December 21, 2012 (the "Indenture"), providing for the issuance of 3.125% Senior Notes due 2023 (the "Notes");

WHEREAS, the Guarantor has agreed to execute and deliver to the Trustee this Supplemental Indenture pursuant to which the Guarantor shall fully and unconditionally guarantee all of the Company's obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Guarantee"); and

WHEREAS, pursuant to Section 8.01 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms*. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Agreement to Guarantee*. The Guarantor hereby agrees as follows:

(a) The Guarantor hereby absolutely, unconditionally, fully and irrevocably guarantees the Notes and obligations of the Company thereunder and under the Indenture, and guarantees to each Holder of a Note authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of (and premium, if any) and interest on the Notes will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any Bankruptcy Law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes will be paid in full or performed, all in accordance with the terms of the Indenture and the Notes; and (ii) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, the same will be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

(b) The Guarantor hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture or the absence of any action to enforce the same, any waiver or consent by any Holder of Notes with respect to any provisions of the Indenture or the Notes (other than those which expressly release, discharge or otherwise affect the Guarantee), any release of any other Notes Guarantor (as defined below), the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Notes Guarantor.

(c) The Guarantor hereby waives (to the extent permitted by law) the benefits of diligence, presentment, demand for payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company or any other Person, protest, notice and all demands whatsoever and covenants, subject to Section 6 hereof, that this Guarantee shall not be discharged as to the Notes, except by complete performance of the obligations contained in the Notes, the Indenture and this Guarantee. The Guarantor acknowledges that this Guarantee is a guarantee of payment and not of collection.

(d) The Guarantor hereby agrees that, in the event of a default in payment of principal (or premium, if any) or interest on any Notes, whether at Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, the Holder of such Notes, subject to the terms and conditions set forth in the Indenture, directly against the Guarantor to enforce the Guarantee without first proceeding against the Company or any other Notes Guarantor. The Guarantor agrees that if, after the occurrence and during the continuance of an Event of Default, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the maturity of the Notes, to collect interest on the Notes, or to

enforce or exercise any other right or remedy with respect to the Notes, the Guarantor will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company or any Notes Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or any Notes Guarantor, any amount paid by any of them to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. The Guarantor further agrees that, as between the Guarantor, on the one hand, and the Holders and the Trustee, on the other hand (x) subject to the terms and provisions of this Supplemental Indenture, the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VI of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any acceleration of such obligations as provided in Article VI of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of this Guarantee.

(f) The Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

3. *Reinstatement*. The Guarantor hereby agrees that the Guarantee provided hereunder shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any obligations or interest thereon is rescinded or must otherwise be restored by a Holder to the Company upon the bankruptcy or insolvency of the Company or any Notes Guarantor.

4. *Contribution; Subrogation*. In the event that the Notes are guaranteed by one or more Subsidiary Guarantors or other Persons (such Subsidiary Guarantor or Subsidiary Guarantors, together with any other Person that guarantees the Notes and the Guarantor, the "Notes Guarantors"), the Notes Guarantors shall agree that in order to provide for just and equitable contribution among the Notes Guarantors, in the event any payment or distribution is made by any Notes Guarantor under its Guarantee or Subsidiary Guarantee, as applicable, such Notes Guarantor will be entitled to a contribution from any other Notes Guarantor in a *pro rata* amount based on the net assets of each Notes Guarantor determined in accordance with GAAP. The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to its Guarantee; *provided*, *however*, that if an Event of Default has occurred and is continuing, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the Notes shall have been paid in full.

5. *Execution and Delivery*. The Guarantor hereby agrees that the Guarantee will remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

6. *Trustee Not Responsible for Recitals*. The Trustee makes no representations as to, and shall not be responsible in any manner whatsoever for or in respect of, the validity or sufficiency of, this Supplemental Indenture or for or in respect of the correctness of the recitals contained herein, all of which recitals are made solely by the Company and Guarantor.

7. *Supplemental Indenture Controls*. In the event of a conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

8. THE INTERNAL LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW OR ANY SUCCESSOR TO SUCH STATUTE) WILL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE AND THE GUARANTEE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

9. *Counterpart Originals*. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy will be an original, but all of them together represent the same agreement.

10. *Confirmation of the Indenture*. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby ratified and confirmed, and all of the terms, conditions and provisions thereof shall remain in full force and effect, except as supplemented and amended hereby.

11. *Headings*. The Section headings herein have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and will in no way modify or restrict any of the terms or provisions hereof.

12. *Successors*. All agreements of the Company, the Guarantor or the Trustee in this Supplemental Indenture will bind their respective successors.

13. *Separability*. In case any provision in this Supplemental Indenture is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

14. *Obligations Under Indenture*. For the avoidance of doubt, the Guarantor shall not be bound by any obligations or covenants under the Indenture except as set forth in this Supplemental Indenture or as otherwise required by the Trust Indenture Act of 1939, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, all as of the date first above written.

MYLAN INC.

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

MYLAN N.V.

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

THE BANK OF NEW YORK MELLON, as Trustee,

By: /s/ Francine Kindcaid
Name: FRANCINE KINCAID
Title: VICE PRESIDENT

Signature Page to First Supplemental Indenture to 2012 Indenture

Exhibit 4.5

[EXECUTION VERSION]

MYLAN INC.,
as Issuer,

MYLAN N.V.
as Guarantor

and

THE BANK OF NEW YORK MELLON,
as Trustee

FIRST SUPPLEMENTAL INDENTURE
DATED as of FEBRUARY 27, 2015
TO THE INDENTURE
DATED as of JUNE 25, 2013

1.800% SENIOR NOTES DUE 2016
2.600% SENIOR NOTES DUE 2018

First Supplemental Indenture (this "Supplemental Indenture"), dated as of February 27, 2015, among Mylan N.V., a public limited liability company (*naamloze vennootschap*) organized and existing under the laws of the Netherlands (the "Guarantor"), Mylan Inc., a Pennsylvania corporation (the "Company"), and The Bank of New York Mellon, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of June 24, 2013 (the "Indenture"), providing for the issuance of 1.800% Senior Notes due 2016 and 2.600% Senior Notes due 2018 (together, the "Notes");

WHEREAS, the Guarantor has agreed to execute and deliver to the Trustee this Supplemental Indenture pursuant to which the Guarantor shall fully and unconditionally guarantee all of the Company's obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Guarantee"); and

WHEREAS, pursuant to Section 8.01 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms*. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Agreement to Guarantee*. The Guarantor hereby agrees as follows:

(a) The Guarantor hereby absolutely, unconditionally, fully and irrevocably guarantees the Notes and obligations of the Company thereunder and under the Indenture, and guarantees to each Holder of a Note authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of (and premium, if any) and interest on the Notes will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any Bankruptcy Law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes will be paid in full or performed, all in accordance with the terms of the Indenture and the Notes; and (ii) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, the same will be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

(b) The Guarantor hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture or the absence of any action to enforce the same, any waiver or consent by any Holder of Notes with respect to any provisions of the Indenture or the Notes (other than those which expressly release, discharge or otherwise affect the Guarantee), any release of any other Notes Guarantor (as defined below), the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Notes Guarantor.

(c) The Guarantor hereby waives (to the extent permitted by law) the benefits of diligence, presentment, demand for payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company or any other Person, protest, notice and all demands whatsoever and covenants, subject to Section 6 hereof, that this Guarantee shall not be discharged as to the Notes, except by complete performance of the obligations contained in the Notes, the Indenture and this Guarantee. The Guarantor acknowledges that this Guarantee is a guarantee of payment and not of collection.

(d) The Guarantor hereby agrees that, in the event of a default in payment of principal (or premium, if any) or interest on any Notes, whether at Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, the Holder of such Notes, subject to the terms and conditions set forth in the Indenture, directly against the Guarantor to enforce the Guarantee without first proceeding against the Company or any other Notes Guarantor. The Guarantor agrees that if, after the occurrence and during the continuance of an Event of Default, the Trustee or any of the Holders are prevented by applicable law from

exercising their respective rights to accelerate the maturity of the Notes, to collect interest on the Notes, or to enforce or exercise any other right or remedy with respect to the Notes, the Guarantor will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company or any Notes Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or any Notes Guarantor, any amount paid by any of them to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. The Guarantor further agrees that, as between the Guarantor, on the one hand, and the Holders and the Trustee, on the other hand (x) subject to the terms and provisions of this Supplemental Indenture, the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VI of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any acceleration of such obligations as provided in Article VI of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of this Guarantee.

(f) The Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

3. *Reinstatement*. The Guarantor hereby agrees that the Guarantee provided hereunder shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any obligations or interest thereon is rescinded or must otherwise be restored by a Holder to the Company upon the bankruptcy or insolvency of the Company or any Notes Guarantor.

4. *Contribution; Subrogation*. In the event that the Notes are guaranteed by one or more Subsidiary Guarantors or other Persons (such Subsidiary Guarantor or Subsidiary Guarantors, together with any other Person that guarantees the Notes and the Guarantor, the "Notes Guarantors"), the Notes Guarantors shall agree that in order to provide for just and equitable contribution among the Notes Guarantors, in the event any payment or distribution is made by any Notes Guarantor under its Guarantee or Subsidiary Guarantee, as applicable, such Notes Guarantor will be entitled to a contribution from any other Notes Guarantor in a *pro rata* amount based on the net assets of each Notes Guarantor determined in accordance with GAAP. The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to its Guarantee; *provided*, *however*, that if an Event of Default has occurred and is continuing, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the Notes shall have been paid in full.

5. *Execution and Delivery*. The Guarantor hereby agrees that the Guarantee will remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

6. *Trustee Not Responsible for Recitals*. The Trustee makes no representations as to, and shall not be responsible in any manner whatsoever for or in respect of, the validity or sufficiency of, this Supplemental Indenture or for or in respect of the correctness of the recitals contained herein, all of which recitals are made solely by the Company and Guarantor.

7. *Supplemental Indenture Controls*. In the event of a conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

8. THE INTERNAL LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW OR ANY SUCCESSOR TO SUCH STATUTE) WILL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE AND THE GUARANTEE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

9. *Counterparts*. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy will be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic format (i.e., "*pdf*" or "*tif*") transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic format (i.e., "*pdf*" or "*tif*") shall be deemed to be their original signatures for all purposes.

10. *Confirmation of the Indenture*. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby ratified and confirmed, and all of the terms, conditions and provisions thereof shall remain in full force and effect, except as supplemented and amended hereby.

11. *Headings*. The Section headings herein are for convenience only and shall not affect the construction hereof.

12. *Successors and Assigns*. All agreements in this Supplemental Indenture made by the Company, the Guarantor or the Trustee will bind their respective successors.

13. *Separability Clause*. In case any provision in this Supplemental Indenture is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

14. *Obligations Under Indenture*. For the avoidance of doubt, the Guarantor shall not be bound by any obligations or covenants under the Indenture except as set forth in this Supplemental Indenture or as otherwise required by the Trust Indenture Act of 1939, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

MYLAN N.V., as Guarantor,

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

MYLAN INC., as Issuer

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

THE BANK OF NEW YORK MELLON, as Trustee,

By: /s/ Francine Kindcaid
Name: FRANCINE KINCAID
Title: VICE PRESIDENT

Signature Page to First Supplemental Indenture to June 2013 Indenture

Exhibit 4.6

[EXECUTION VERSION]

MYLAN INC.,
as Issuer,

MYLAN N.V.
as Guarantor

and

THE BANK OF NEW YORK MELLON,
as Trustee

SECOND SUPPLEMENTAL INDENTURE
DATED as of FEBRUARY 27, 2015
TO THE INDENTURE
DATED as of NOVEMBER 29, 2013

1.350% SENIOR NOTES DUE 2016
2.550% SENIOR NOTES DUE 2019
4.200% SENIOR NOTES DUE 2023
5.400% SENIOR NOTES DUE 2043

Second Supplemental Indenture (this "Supplemental Indenture"), dated as of February 27, 2015, among Mylan N.V., a public limited liability company (*naamloze vennootschap*) organized and existing under the laws of the Netherlands (the "Guarantor"), Mylan Inc., a Pennsylvania corporation (the "Company"), and The Bank of New York Mellon, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of November 29, 2013, as amended, supplemented and modified by a supplemental indenture thereto, dated as of November 29, 2013 (the "Indenture"), providing for the issuance of 1.350% Senior Notes due 2016, 2.550% Senior Notes due 2019, 4.200% Senior Notes due 2023 and 5.400% Senior Notes due 2043 (together, the "Notes");

WHEREAS, the Guarantor has agreed to execute and deliver to the Trustee this Supplemental Indenture pursuant to which the Guarantor shall fully and unconditionally guarantee all of the Company's obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Guarantee"); and

WHEREAS, pursuant to Section 14.01 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms*. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Agreement to Guarantee*. The Guarantor hereby agrees as follows:

(a) The Guarantor hereby absolutely, unconditionally, fully and irrevocably guarantees the Notes and obligations of the Company thereunder and under the Indenture, and guarantees to each Holder of a Note authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of (and premium, if any) and interest on the Notes will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any federal bankruptcy law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes will be paid in full or performed, all in accordance with the terms of the Indenture and the Notes; and (ii) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, the same will be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

(b) The Guarantor hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture or the absence of any action to enforce the same, any waiver or consent by any Holder of Notes with respect to any provisions of the Indenture or the Notes (other than those which expressly release, discharge or otherwise affect the Guarantee), any release of any other Notes Guarantor (as defined below), the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Notes Guarantor.

(c) The Guarantor hereby waives (to the extent permitted by law) the benefits of diligence, presentment, demand for payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company or any other Person, protest, notice and all demands whatsoever and covenants, subject to Section 6 hereof, that this Guarantee shall not be discharged as to the Notes, except by complete performance of the obligations contained in the Notes, the Indenture and this Guarantee. The Guarantor acknowledges that this Guarantee is a guarantee of payment and not of collection.

(d) The Guarantor hereby agrees that, in the event of a default in payment of principal (or premium, if any) or interest on any Notes, whether at Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, the Holder of such Notes, subject to the terms and conditions set forth in the Indenture, directly against the Guarantor to enforce the Guarantee without first proceeding against the Company or any other Notes Guarantor. The Guarantor agrees that if, after the occurrence and during the

continuance of an Event of Default, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the Maturity of the Notes, to collect Interest on the Notes, or to enforce or exercise any other right or remedy with respect to the Notes, the Guarantor will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company or any Notes Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or any Notes Guarantor, any amount paid by any of them to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. The Guarantor further agrees that, as between the Guarantor, on the one hand, and the Holders and the Trustee, on the other hand (x) subject to the terms and provisions of this Supplemental Indenture, the Maturity of the obligations guaranteed hereby may be accelerated as provided in Article VII of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any acceleration of such obligations as provided in Article VII of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of this Guarantee.

(f) The Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

3. *Reinstatement*. The Guarantor hereby agrees that the Guarantee provided hereunder shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any obligations or interest thereon is rescinded or must otherwise be restored by a Holder to the Company upon the bankruptcy or insolvency of the Company or any Notes Guarantor.

4. *Contribution; Subrogation*. In the event that the Notes are guaranteed by one or more Subsidiary or other Persons (such Subsidiary or Subsidiaries, together with any other Person that guarantees the Notes and the Guarantor, the "Notes Guarantors"), the Notes Guarantors shall agree that in order to provide for just and equitable contribution among the Notes Guarantors, in the event any payment or distribution is made by any Notes Guarantor under its Guarantee, such Notes Guarantor will be entitled to a contribution from any other Notes Guarantor in a *pro rata* amount based on the net assets of each Notes Guarantor determined in accordance with GAAP. The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to its Guarantee; *provided*, *however*, that if an Event of Default has occurred and is continuing, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the Notes shall have been paid in full.

5. *Execution and Delivery*. The Guarantor hereby agrees that the Guarantee will remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

6. *Trustee Not Responsible for Recitals*. The Trustee makes no representations as to, and shall not be responsible in any manner whatsoever for or in respect of, the validity or sufficiency of, this Supplemental Indenture or for or in respect of the correctness of the recitals contained herein, all of which recitals are made solely by the Company and Guarantor.

7. *Supplemental Indenture Controls*. In the event of a conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

8. THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE DEEMED TO BE CONTRACTS MADE UNDER THE LAW OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF SAID STATE.

9. *Counterparts Originals*. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic format (i.e., "*pdf*" or "*tif*") transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic format (i.e., "*pdf*" or "*tif*") shall be deemed to be their original signatures for all purposes.

10. *Confirmation of the Indenture*. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby ratified and confirmed, and all of the terms, conditions and provisions thereof shall remain in full force and effect, except as supplemented and amended hereby.

11. *Effects of Headings*. The Section headings herein are for convenience only and shall not affect the construction hereof.

12. *Successors and Assigns*. All covenants and agreements in this Supplemental Indenture made by the parties hereto shall bind their respective successors and assigns and inure to the benefit of their permitted successors and assigns, whether so expressed or not.

13. *Separability Clause*. In case any provision in this Supplemental Indenture is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

14. *Obligations Under Indenture*. For the avoidance of doubt, the Guarantor shall not be bound by any obligations or covenants under the Indenture except as set forth in this Supplemental Indenture or as otherwise required by the Trust Indenture Act of 1939, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

MYLAN INC.

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

MYLAN N.V.

By: /s/ John Miraglia
Name: John Miraglia
Title: Vice President and Assistant Treasurer

THE BANK OF NEW YORK MELLON, as Trustee,

By: /s/ Francine Kindcaid
Name: FRANCINE KINCAID
Title: VICE PRESIDENT

Signature Page to Second Supplemental Indenture to November 2013 Indenture

Exhibit 10.1

MYLAN N.V.
INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the "**Agreement**") is made this day of , 2015, by and between Mylan N.V., a public limited company (*naamloze vennootschap*) organized in the Netherlands (the "**Company**"), and ("**Indemnitee**").

WHEREAS, Indemnitee is a director of the Board of Directors of the Company (the **"Board**") and performs a valuable service in such capacity for the Company; and

WHEREAS, Article X of the Articles of Association of the Company (the "**Articles**") provides for indemnification of and the payment of expenses to certain persons acting on behalf of the Company; and

WHEREAS, such Articles specifically provide that the rights to indemnification and the payment of expenses are not exclusive of any other right to which any person may be entitled under any agreement, and thus contemplate that agreements may be entered into with respect to indemnification and the payment and advancement of expenses; and

WHEREAS, the Company and Indemnitee recognize that the increase in corporate litigation subjects directors and officers to substantial risks of personal liability and expensive litigation; and

WHEREAS, the Company and Indemnitee further recognize that the cost of liability insurance for the Company's directors and officers can be significant and continues to rise, and that there have been reports of general reductions in the coverage afforded by such insurance in some cases; and

WHEREAS, there may be uncertainties concerning the adequacy and reliability of the protection afforded by directors' and officers' liability insurance; and

WHEREAS, in order to ameliorate such uncertainties and to induce Indemnitee to continue to serve the Company, the Company has determined it to be fair and in the best interests of the Company to enter into this Agreement with Indemnitee.

NOW, THEREFORE, in consideration of Indemnitee's continued service to the Company after the date hereof, the parties hereto, intending to be legally bound, agree as follows:

1. Certain Definitions.

(a) "**Proceeding**" shall mean any threatened, pending or completed claim, action, suit or proceeding, alternative dispute resolution mechanism, or any hearing, inquiry or investigation, that Indemnitee in good faith believes might lead to the institution of any such claim, action, suit, proceeding, hearing, inquiry, investigation, or alternative dispute mechanism, whether civil, criminal, administrative, investigative or otherwise, whether brought by a third party, in the name of the Company or otherwise, or by the Indemnitee.

(b) "**Expenses**" shall mean all expenses, liability and loss (including, without limitation, attorneys' fees and disbursements and all other costs, expenses and obligations incurred in connection with investigating, defending, being a witness or potential witness in or participating in (including, without limitation, on appeal), or preparing to defend, to be a witness or potential witness in or participate in, any actual, threatened or completed action, suit, or proceeding, or any alternative dispute resolution mechanism, hearing or investigation), judgments, fines, awards, penalties, excise taxes pursuant to the Employee Retirement Income Security Act of 1974, as amended, or penalties, amounts paid in settlement (if such settlement is approved by the Company, which approval shall not be unreasonably withheld) and punitive and exemplary damages, actually incurred, in respect of any Proceeding, and any income taxes imposed on Indemnitee in any jurisdiction, including without limitation, the Netherlands, the United Kingdom, and any U.S. federal, state or local jurisdictions, as a result of the actual or deemed receipt of any payments under this Agreement or otherwise in respect of indemnification (and any income taxes attributable thereto). Expenses shall include, without limitation, any of the foregoing actually incurred by Indemnitee in connection with any Proceeding in which Indemnitee's act or failure to act that gives rise to Indemnitee's claim for indemnification constituted negligence, including, without limitation, active negligence.

(c) "**Indemnitee Conduct Standard**" shall mean that, with respect to Indemnitee's act or failure to act that gives rise to Indemnitee's claim for indemnification, Indemnitee's actions did not constitute willful misconduct or intentional recklessness. The termination of any Proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the Indemnitee's actions constituted willful misconduct or intentional recklessness.

2. Indemnification.

(a) The Company shall hold harmless and indemnify the Indemnitee against any and all Expenses actually incurred by Indemnitee in connection with any Proceeding to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party or is involved (as a witness, potential witness or otherwise) by reason of (or arising as a whole or in part out of) the fact that Indemnitee is or was a director or officer of the Company or of any subsidiary of the Company, or is or was serving at the request of the Company as a director, officer, trustee, employee or agent of another company or of a partnership, joint venture, trust or other enterprise, including, without limitation, service with respect to an employee benefit plan, whether the basis of such Proceeding is alleged action or the failure to take action in Indemnitee's official capacity, or in any other capacity while serving as a director, officer, trustee, employee or agent (an "**Indemnifiable Event**"); provided, however, the Company shall indemnify Indemnitee hereunder in connection with any Proceeding (or part thereof) initiated by Indemnitee only if such Proceeding (or part thereof) was authorized by the Board or a committee of the Board to which the Board has duly delegated such authority, or except as otherwise provided herein (including, without limitation, in Section 5). Notwithstanding the foregoing provisions of this Paragraph 2(a), (i) in the event of a determination by a court (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee's act or failure to act giving rise to the claim for indemnification did not satisfy the Indemnitee Conduct Standard or

(ii) the claim for which indemnification is sought was brought by or in the right of the Company and Indemnitee has been determined by a court (as to which all rights of appeal therefrom have been exhausted or lapsed) to be liable to the Company in respect of such claim, such claim shall not constitute an Indemnifiable Event and the Company shall have no obligation to indemnify Indemnitee hereunder against any Expenses in connection with such claim; provided, however, that such claim shall constitute an "Indemnifiable Event" and the Company shall indemnify Indemnitee for all Expenses hereunder in connection with such claim if and to the same extent that, notwithstanding such final judicial determination, such court or the Company shall have determined that indemnification of some or all Expenses incurred by Indemnitee is appropriate and permitted under applicable law.

(b) Without limiting the effect of any other provision of this Agreement, and in addition to the rights of Indemnitee elsewhere set forth in this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any Proceeding referred to in Paragraph 2(a) or in defense of any claim, issue or matter therein, Indemnitee shall be indemnified against Expenses actually and reasonably incurred by Indemnitee in connection therewith. For purposes of this Paragraph 2(c), the term "***successful on the merits or otherwise***" shall include (i) any termination, withdrawal, dismissal, or other resolution (with or without prejudice) of any Proceeding against Indemnitee without any express determination by a court (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee's act or failure to act giving rise to the claim for indemnification did not satisfy the Indemnitee Conduct Standard, or (ii) the expiration of a reasonable period of time after the making of any claim or threat of a Proceeding without the institution of the same and without any promise or payment made to induce a settlement. The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any Proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee based on a determination by a court (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee's act or failure to act giving rise to the claim for indemnification did not satisfy the Indemnitee Conduct Standard (including, without limitation, settlement of such Proceeding, with or without payment of money or other consideration, as long as the Company has approved the settlement, which approval shall not be unreasonably withheld) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such Proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(c) Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of (or arising as a whole or in part out of) the fact that Indemnitee is or was a director or officer of the Company or of any subsidiary of the Company, or is or was serving at the request of the Company as a director, officer, trustee, employee or agent of another company or of a partnership, joint venture, trust or other enterprise, including, without limitation, service with respect to an employee benefit plan, a witness or a potential witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

3. Advancement of Expenses. The Company shall promptly pay (or reimburse Indemnitee for) all Expenses incurred by Indemnitee from time to time by reason of Indemnitee's actual or threatened participation or involvement (as a party, witness or potential witness, or other participant) in any Proceeding (including, without limitation, appellate Proceedings and Proceedings by or in the right of the Company) for which a claim for indemnification is made hereunder, in advance of the final disposition of such Proceeding. Unless otherwise agreed by Indemnitee and the Company, Indemnitee will request third parties to furnish invoices relating to amounts incurred as Expenses directly to the Company, which shall promptly make payment thereon directly to such third parties without any out-of-pocket Expenses being incurred by Indemnitee.

4. Undertaking to Repay Expenses.

(a) In the event of a determination by a court (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee's act or failure to act giving rise to the claim for indemnification did not satisfy the Indemnitee Conduct Standard or Indemnitee otherwise is not entitled to indemnity under Paragraph 2(a), the Indemnitee shall repay to the Company such amount of the Expenses or the appropriate portion thereof, so paid or advanced; provided, however, that Indemnitee shall not be obligated to make such repayment if and to the same extent that, notwithstanding such final judicial determination, such court or the Company shall have determined that indemnification of some or all Expenses incurred by Indemnitee is appropriate and permitted under applicable law.

(b) For purposes of any determination of the amount of Expenses, if any, subject to repayment under this Paragraph 4, such amount shall be determined taking into account the provisions of Paragraph 6 hereof.

5. Enforcement.

(a) Indemnitee shall be entitled to be indemnified for, and the Company shall be obligated to pay, any and all Expenses incurred by Indemnitee in connection with any action, suit or proceeding commenced by Indemnitee (and including, without limitation, such Expenses with respect to any appellate proceeding commenced thereon by either party) to enforce rights or to collect monies under, or interpret any of the terms of, this Agreement, the Articles, applicable law (including, without limitation, any applicable provisions of Dutch law) or under any liability insurance policies maintained by the Company; provided, however, that Indemnitee shall not be entitled to be indemnified for any such amount if, as a part of such action, suit or proceeding, a final judicial determination shall be made (as to which all rights of appeal therefrom have been exhausted or lapsed) that each and every material assertion made by Indemnitee as a basis of such action, suit or proceeding was frivolous. The Company shall pay all such Expenses in advance of the judicial determination of any such action, suit or proceeding contemplated in this paragraph (including, without limitation, appellate proceedings) in accordance with Paragraph 3 hereof.

(b) If a claim under Paragraph 2 is not paid in full by the Company within sixty (60) days after a written claim has been received by the Company, or if a claim under

Paragraph 3 is not paid in full by the Company within twenty days after a written claim has been received by the Company, Indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, Indemnitee also shall be entitled to be paid the expense of prosecuting or defending such suit, including, without limitation, attorney's fees.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of the parties to this Agreement to secure rights of Indemnitee to indemnification that are at least as favorable as may be permitted under Dutch law. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) Procedures. Indemnitee shall present in writing any claims for repayment or advancement of Expenses in connection with a Proceeding to the Executive Committee of the Board (the "**Executive Committee**"), unless the Indemnitee is a member of the Executive Committee, in which case the claim for repayment or advancement of Expenses shall be presented to the full Board or, if no member of the Board is disinterested, to independent legal counsel for the Company. Provided the claims meet the other requirements of this Agreement, the Executive Committee, the Board or independent legal counsel, as the case may be, shall then approve payment by the Company of those claims and so notify the Indemnitee within ten (10) days of its receipt of the claims for repayment or advancement.

(b) Presumption. It is presumed that Indemnitee is entitled to indemnification by the Company for the Expenses actually incurred by Indemnitee in respect of any Proceeding. For the purposes of this Paragraph 6, the Company shall have the burden of proof and the burden of persuasion by clear and convincing evidence to establish that Indemnitee is not entitled to be indemnified for any amount of Expenses actually incurred by Indemnitee in respect of any Proceedings.

(c) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses actually incurred by Indemnitee in respect of any Proceeding, but not for the total amount of such Expenses, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses to which Indemnitee is entitled.

7. Cooperation; Settlement. Indemnitee shall not make any admission or effect any settlement with respect to any Proceeding without the Company's prior written consent. The Company shall not make any admission or effect any settlement with respect to any such Proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's prior written consent. The Executive Committee shall have the authority to make decisions for the Company with respect to any settlement relating to a Proceeding covered by this Agreement; provided, however, that if the Indemnitee is a member of the Executive Committee, then the full Board shall have such authority. Neither the Company nor Indemnitee will unreasonably withhold consent to any proposed settlement; provided, however, that if the Company withholds its consent to any settlement proposed reasonably and in good faith by Indemnitee, the Company shall thereafter, to the fullest extent permitted by law and this

Agreement, (i) advance attorneys' fees and all other costs in the manner provided in Paragraph 3 hereof, with respect to any separate counsel thereafter retained by Indemnitee in connection with such Proceeding, and (ii) confirm in a manner reasonably satisfactory to Indemnitee that, with respect to such Proceeding, the Company shall provide indemnification and/or advancement of Expenses to Indemnitee without regard to any defense, offset, counterclaim or any other basis for which the Company may otherwise contest Indemnitee's entitlement to such amounts. Indemnitee shall cooperate to the extent reasonably possible with the Company and its insurers in attempts to defend or settle such Proceeding.

8. Notification; Assumption of Defense; Selection of Counsel. As soon as practicable after receipt by Indemnitee of notice of the commencement of a Proceeding made against or otherwise involving Indemnitee for which Indemnitee may be entitled to be indemnified, Indemnitee shall notify the Company in writing of the commencement thereof (but the failure to notify the Company shall not relieve it from any liability which it may have under this Agreement unless and to the extent that it has been prejudiced in a material respect by such failure or from the forfeiture of substantial rights and defenses). The Company will be entitled to participate therein, and to the extent it may elect by written notice delivered to Indemnitee after receiving the aforesaid notice from Indemnitee, to assume the defense thereof with counsel reasonably satisfactory to Indemnitee, which may be the same counsel as counsel to the Company. Notwithstanding the foregoing, Indemnitee shall have the right to employ such Indemnitee's own counsel in any such case, but the fees and costs of such counsel shall be at the expense of Indemnitee unless (i) the employment of such counsel shall have been authorized in writing by the Company, or (ii) the Company shall not have employed counsel reasonably satisfactory to Indemnitee to take charge of the defense of such action within a reasonable time after notice of commencement of the action, or (iii) Indemnitee shall have retained such counsel pursuant to the provisions of Paragraph 7 hereof, or (iv) Indemnitee shall have reasonably concluded, based upon the written advice of counsel to Indemnitee, that a conflict of interest exists which makes representation by counsel chosen by the Company not advisable. In any of the events referred to in (i) through (iv) in the preceding sentence, the Company shall not have the right to direct the defense of such action on behalf of Indemnitee, and the fees and costs of one separate counsel retained by Indemnitee shall be borne by the Company.

9. Subrogation; No Duplication of Payments.

(a) In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including, without limitation, the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

(b) The Company shall not be liable under this Agreement to make payment of any amounts contemplated under this Agreement, to the extent the Indemnitee has actually received payment (under any insurance policy, the Articles or otherwise) of the amounts otherwise payable hereunder.

10. Contribution. If the indemnification provided in Paragraph 2 is unavailable and may not be paid to Indemnitee because such indemnification is not permitted by law or otherwise under the provisions of this Agreement, then in respect of any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit, or proceeding), the Company shall contribute to the fullest extent permitted by law, to the amount of Expenses incurred and paid or payable by Indemnitee in such Proceeding in such proportion as is appropriate to reflect (i) the relative benefits received by the Company on the one hand and Indemnitee on the other hand from the transaction from which such Proceeding arose, and (ii) the relative fault of the Company on the one hand and of Indemnitee on the other in connection with the events which resulted in such Expenses, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of Indemnitee on the other shall be determined by reference to among other things, the parties' relative intent, knowledge, access to information, involvement, and opportunity to correct or prevent the circumstances resulting in such Expenses. The Company agrees that it would not be just and equitable if contribution pursuant to this Paragraph 10 were determined by pro rata allocation or any other method of allocation, which does not take account of the foregoing equitable considerations.

11. Liability Insurance and Funding.

(a) The Company shall, from time to time, make the good faith determination whether or not it is practicable for the Company to obtain and maintain a policy or policies of insurance with reputable insurance companies providing the directors of the Company with coverage for losses from wrongful acts, or to ensure the Company's performance of its indemnification obligations under this Agreement. Among other considerations, the Company will weigh the costs of obtaining such insurance coverage against the protection afforded by such coverage. In all policies of directors' and officers' liability insurance, Indemnitee shall be insured in such a manner as to provide Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's officers or directors and the Company shall use reasonable efforts to cause the Indemnitee to be named as an insured under any such insurance policy.

(b) Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain such insurance if the Company determines in good faith that such insurance is not reasonably available, if the premium costs for such insurance are disproportionate to the amount of coverage provided, if the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit, or if Indemnitee is covered by similar insurance maintained by an affiliate of the Company. If such insurance is not obtained or maintained, then Indemnitee must be notified in advance in writing and, if and as requested by Indemnitee, the Company shall establish a trust fund or other comparable arrangement to support the indemnification obligations of the Company under this Agreement in an amount comparable to the highest amount of coverage previously secured through insurance during the three preceding years. The amount of funds to be contributed by the Company to such a trust fund or other comparable arrangement shall be determined by counsel mutually agreeable to the Company and the Indemnitee.

(c) If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

12. Scope; Non-exclusivity; Subsequent Changes in the Law.

(a) Scope. Notwithstanding any other provision of this Agreement that may limit, or appear to have the effect of limiting the Indemnitee's right to indemnification by the Company pursuant to either the Articles or applicable provisions of Dutch law, the Company shall indemnify Indemnitee to the fullest extent permitted by Dutch law, notwithstanding that such indemnification is not specifically authorized by law, the other provisions of this Agreement, the Articles, any insurance policy, any agreement, any vote of shareholders of the Company or disinterested directors, or otherwise.

(b) Non-exclusivity. The right to indemnification and advancement of Expenses provided by this Agreement shall not be deemed exclusive of any other rights to which the Indemnitee may be entitled under the Articles, any applicable laws and regulations in effect now or in the future, any insurance policy, any agreement, any vote of shareholders of the Company or disinterested directors, or otherwise, both as to actions in Indemnitee's official capacity and as to actions in another capacity while holding such office. The protection and rights provided by this Agreement and all such other protections and rights are intended to be cumulative.

(c) Subsequent Changes in the Law. In the event of any change, after the date of this Agreement, in any applicable law, statute, or rule, or the interpretation thereof, which expands the right of the Company to indemnify the Indemnitee or any other person serving in a capacity referred to in Paragraph 2 hereof, such change shall be deemed to have been made to Indemnitee's rights, and the Company's obligations, respectively, under this Agreement. In the event of any change in any applicable law, statute, or rule, or the interpretation thereof, which narrows the right of the Indemnitee to receive indemnification and/or the advancement of Expenses hereunder, such change, to the extent not explicitly required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder and in no event shall apply with regard to the period prior to such change.

13. Continuation of Indemnity. All agreements and obligations of the Company and of the Indemnitee contained in this Agreement shall continue during the period the Indemnitee is a director or officer of the Company or any subsidiary (or is or was serving at the request of the Company as a director, officer, trustee, employee or agent of another company, partnership, joint venture, trust or other enterprise, including, without limitation, any employee benefit plan) and shall continue thereafter so long as the Indemnitee shall be subject to any Proceeding by reason of the fact that the Indemnitee was a director or officer of the Company or serving in any other capacity referred to above and in any case for at least ten (10) years following the termination of the Indemnitee's service as a director or officer of the Company or any subsidiary.

14. Notices. All notices, statements, requests and demands given to or made upon either party hereto in accordance with the provisions of this Agreement shall be in writing and shall be deemed to be given or made when personally delivered, or when deposited for mailing, first class, registered or certified mail, postage prepaid, addressed as follows:

If to the Company:
Mylan N.V.
[—]
[—]
Attention: Chief Legal Officer

If to Indemnitee:
to the most recent address on file with the Company,

or in accordance with the latest unrevoked written direction from either party to the other party hereto.

15. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason whatsoever:

(a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Paragraph of this Agreement containing any such provision held to be invalid, illegal, or unenforceable, that is not itself invalid, illegal, or unenforceable) shall not in any way be affected or impaired thereby; and

(b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in the State of Delaware, without giving effect to the principles of conflict of laws thereof.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

18. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, including, without limitation, any direct or indirect successor by

purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume all of the Company's obligations under and agree to perform this Agreement in the same manner, and to the same extent that the Company would be required to perform if no such succession had taken place, and thereafter the term "Company" whenever used in this Agreement shall mean and include any such successor or transferee. This Agreement shall be for the sole benefit of the parties hereto and their respect successors and permitted assigns and shall not give any other person any legal or equitable right, remedy or claim.

19. Consent to Jurisdiction. The Company and Indemnitee each hereby consent to the non-exclusive jurisdiction of the Court of Chancery of the State of Delaware for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement.

20. Amendment and Termination. No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by both the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

21. Integration and Entire Agreement. This Agreement sets forth the entire understanding between the parties hereto and supersedes and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the parties hereto.

22. Headings. The Paragraph and other headings contained in this Agreement are for reference purposes only and shall not control or affect its construction or interpretation in any respect.

23. No Construction as Employment Agreement. Nothing contained in this Agreement shall be construed as giving Indemnitee any right to be retained in the employ of the Company or any of its subsidiaries.

24. Supersedes Prior Agreement. From and after the date of this Agreement, this Agreement supersedes any prior indemnification agreement between Indemnitee and the Company or its predecessors; provided any such indemnification agreement in effect prior to the date of this Agreement shall continue in full force and effect with respect to any applicable period prior to the date of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

MYLAN N.V.

By: _____

INDEMNITEE

_____

[Signature Page to Indemnification Agreement]