UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

Form 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2014

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from_____to_____

Commission File Number 1-9114

MYLAN INC.

(Exact name of registrant as specified in its charter)

Pennsylvania	**25-1211621**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

1000 Mylan Boulevard, Canonsburg, Pennsylvania 15317
(Address of principal executive offices)

(724) 514-1800
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☑	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class of Common Stock	**Outstanding at October 29, 2014**
$0.50 par value	374,273,573

MYLAN INC. AND SUBSIDIARIES

INDEX TO FORM 10-Q
For the Quarterly Period Ended
September 30, 2014

Insert Title Here

PART I — FINANCIAL INFORMATION

MYLAN INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Operations
(Unaudited; in millions, except per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Revenues:				
Net sales	$ 2,069.4	$ 1,756.1	$ 5,588.8	$ 5,062.8
Other revenues	14.6	11.3	48.1	37.8
Total revenues	2,084.0	1,767.4	5,636.9	5,100.6
Cost of sales	1,071.6	958.9	3,077.9	2,856.2
Gross profit	1,012.4	808.5	2,559.0	2,244.4
Operating expenses:				
Research and development	158.2	114.0	431.6	351.9
Selling, general and administrative	418.3	349.8	1,200.1	1,028.5
Litigation settlements, net	20.9	(10.1)	47.2	(1.4)
Other operating (income) expense, net	(80.0)	15.0	(80.0)	3.1
Total operating expenses	517.4	468.7	1,598.9	1,382.1
Earnings from operations	495.0	339.8	960.1	862.3
Interest expense	83.9	73.9	251.2	233.7
Other (income) expense, net	(1.5)	70.6	6.8	74.4
Earnings before income taxes and noncontrolling interest	412.6	195.3	702.1	554.2
Income tax (benefit) provision	(86.8)	35.9	(40.5)	108.6
Net earnings	499.4	159.4	742.6	445.6
Net earnings attributable to the noncontrolling interest	(0.3)	(0.5)	(2.4)	(2.1)
Net earnings attributable to Mylan Inc. common shareholders	$ 499.1	$ 158.9	$ 740.2	$ 443.5
Earnings per common share attributable to Mylan Inc. common shareholders:				
Basic	$ 1.33	$ 0.42	$ 1.98	$ 1.15
Diluted	$ 1.26	$ 0.40	$ 1.86	$ 1.13
Weighted average common shares outstanding:				
Basic	374.1	382.1	373.4	385.5
Diluted	397.3	395.5	397.1	393.9

See Notes to Condensed Consolidated Financial Statements

MYLAN INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Comprehensive Earnings
(Unaudited; in millions)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Net earnings	$ 499.4	$ 159.4	$ 742.6	$ 445.6
Other comprehensive (loss) earnings, before tax:				
Foreign currency translation adjustment	(453.8)	113.6	(317.2)	(248.4)
Change in unrecognized gain (loss) and prior service cost related to defined benefit plans	1.4	0.2	(3.7)	4.7
Net unrecognized (loss) gain on derivatives	(23.1)	(20.2)	(98.3)	128.3
Net unrealized (loss) gain on marketable securities	(0.1)	0.1	—	(0.9)
Other comprehensive (loss) earnings, before tax	(475.6)	93.7	(419.2)	(116.3)
Income tax (benefit) provision	(8.0)	(10.1)	(39.0)	48.1
Other comprehensive (loss) earnings, net of tax	(467.6)	103.8	(380.2)	(164.4)
Comprehensive earnings	31.8	263.2	362.4	281.2
Comprehensive earnings attributable to the noncontrolling interest	(0.3)	(0.5)	(2.4)	(2.1)
Comprehensive earnings attributable to Mylan Inc. common shareholders	$ 31.5	$ 262.7	$ 360.0	$ 279.1

See Notes to Condensed Consolidated Financial Statements

MYLAN INC. AND SUBSIDIARIES
Condensed Consolidated Balance Sheets
(Unaudited; in millions, except share and per share amounts)

	September 30, 2014	December 31, 2013
ASSETS		
Assets		
Current assets:		
Cash and cash equivalents	$ 199.6	$ 291.3
Accounts receivable, net	1,733.3	1,820.0
Inventories	1,707.5	1,656.9
Deferred income tax benefit	283.1	250.1
Prepaid expenses and other current assets	1,894.3	452.9
Total current assets	5,817.8	4,471.2
Property, plant and equipment, net	1,738.3	1,665.5
Intangible assets, net	2,541.1	2,517.9
Goodwill	4,188.5	4,340.5
Deferred income tax benefit	110.3	77.8
Other assets	778.1	2,221.9
Total assets	$ 15,174.1	$ 15,294.8
LIABILITIES AND EQUITY		
Liabilities		
Current liabilities:		
Trade accounts payable	$ 857.9	$ 1,072.8
Short-term borrowings	364.7	439.8
Income taxes payable	84.1	49.7
Current portion of long-term debt and other long-term obligations	1,992.6	3.6
Deferred income tax liability	0.3	1.5
Other current liabilities	1,174.3	1,396.6
Total current liabilities	4,473.9	2,964.0
Long-term debt	5,723.5	7,586.5
Other long-term obligations	1,274.3	1,269.1
Deferred income tax liability	296.1	515.3
Total liabilities	11,767.8	12,334.9
Equity		
Mylan Inc. shareholders' equity		
Common stock — par value $0.50 per share		
Shares authorized: 1,500,000,000		
Shares issued: 545,732,255 and 543,978,030 as of September 30, 2014 and December 31, 2013	272.9	272.0
Additional paid-in capital	4,170.3	4,103.6
Retained earnings	3,425.3	2,685.1
Accumulated other comprehensive loss	(620.3)	(240.1)
	7,248.2	6,820.6
Noncontrolling interest	18.8	18.1
Less: Treasury stock — at cost		
Shares: 171,571,414 and 172,373,900 as of September 30, 2014 and December 31, 2013	3,860.7	3,878.8
Total equity	3,406.3	2,959.9
Total liabilities and equity	$ 15,174.1	$ 15,294.8

See Notes to Condensed Consolidated Financial Statements

MYLAN INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(Unaudited; in millions)

	Nine Months Ended September 30,	
	2014	**2013**
Cash flows from operating activities:		
Net earnings	$ 742.6	$ 445.6
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	398.1	373.9
Stock-based compensation expense	48.0	36.0
Change in estimated sales allowances	462.0	164.8
Deferred income tax benefit	(250.5)	(31.9)
Loss from equity method investments	65.5	13.1
Other non-cash items	120.3	90.8
Litigation settlements, net	47.2	(1.4)
Changes in operating assets and liabilities:		
Accounts receivable	(339.2)	(302.7)
Inventories	(163.4)	(177.3)
Trade accounts payable	(126.8)	129.3
Income taxes	30.4	(8.4)
Other operating assets and liabilities, net	(146.0)	(43.1)
Net cash provided by operating activities	888.2	688.7
Cash flows from investing activities:		
Capital expenditures	(220.3)	(238.5)
Change in restricted cash	(76.4)	(49.0)
Cash paid for acquisitions, net	(50.0)	(50.9)
Proceeds from sale of property, plant and equipment	8.8	—
Purchase of marketable securities	(17.6)	(13.8)
Proceeds from sale of marketable securities	16.4	8.1
Payments for product rights and other, net	(377.8)	(19.1)
Net cash used in investing activities	(716.9)	(363.2)
Cash flows from financing activities:		
Payment of financing fees	(2.4)	(20.3)
Purchase of common stock	—	(500.0)
Change in short-term borrowings, net	(75.1)	236.1
Proceeds from issuance of long-term debt	635.0	2,358.3
Payment of long-term debt	(695.0)	(2,457.3)
Proceeds from exercise of stock options	34.2	56.7
Taxes paid related to net share settlement of equity awards	(22.8)	—
Payments for contingent consideration	(150.0)	—
Other items, net	22.4	10.5
Net cash used in financing activities	(253.7)	(316.0)
Effect on cash of changes in exchange rates	(9.3)	5.4
Net (decrease) increase in cash and cash equivalents	(91.7)	14.9
Cash and cash equivalents — beginning of period	291.3	350.0
Cash and cash equivalents — end of period	$ 199.6	$ 364.9

See Notes to Condensed Consolidated Financial Statements

MYLAN INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements (Unaudited)

1. General

The accompanying unaudited Condensed Consolidated Financial Statements ("interim financial statements") of Mylan Inc. and subsidiaries ("Mylan" or the "Company") were prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and the rules and regulations of the Securities and Exchange Commission ("SEC") for reporting on Form 10-Q; therefore, as permitted under these rules, certain footnotes and other financial information included in audited financial statements were condensed or omitted. The interim financial statements contain all adjustments (consisting of only normal recurring adjustments) necessary to present fairly the interim results of operations, comprehensive earnings, financial position and cash flows for the periods presented.

These interim financial statements should be read in conjunction with the Consolidated Financial Statements and Notes thereto in the Company's Annual Report on Form 10-K for the year ended December 31, 2013, as updated by the Company's Current Report on Form 8-K filed on August 6, 2014. The December 31, 2013 Condensed Consolidated Balance Sheet, as updated, was derived from audited financial statements.

The interim results of operations, comprehensive earnings and cash flows for the nine months ended September 30, 2014 are not necessarily indicative of the results to be expected for the full fiscal year or any other future period. Certain prior period amounts have been reclassified from selling, general and administrative ("SG&A") expense to other operating (income) expense, net to conform to the presentation for the current period. The reclassifications had no impact on the previously reported net earnings attributable to Mylan Inc. common shareholders.

2. Revenue Recognition and Accounts Receivable

Mylan recognizes net sales when title and risk of loss pass to its customers and when provisions for estimates, including discounts, sales allowances, price adjustments, returns, chargebacks and other promotional programs are reasonably determinable. Accounts receivable are presented net of allowances relating to these provisions. No revisions were made to the methodology used in determining these provisions during the nine months ended September 30, 2014. Such allowances were $1.62 billion and $1.24 billion at September 30, 2014 and December 31, 2013, respectively. Other current liabilities include $349.3 million and $281.1 million at September 30, 2014 and December 31, 2013, respectively, for certain sales allowances and other adjustments that are paid to indirect customers.

Through its wholly owned subsidiary Mylan Pharmaceuticals Inc. ("MPI"), the Company has access to a $400 million accounts receivable securitization facility (the "Receivables Facility"). The receivables underlying any borrowings are included in accounts receivable, net, in the Condensed Consolidated Balance Sheets. As of September 30, 2014 and December 31, 2013, there were $544.5 million and $723.1 million of securitized accounts receivable.

3. Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued revised accounting guidance on revenue recognition that will supersede nearly all existing revenue recognition guidance under U.S. GAAP. The core principal of this guidance is that an entity should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration which the entity expects to receive in exchange for those goods or services. This guidance also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. This guidance is effective for fiscal years beginning after December 15, 2016, and for interim periods within those fiscal years and can be applied using a full retrospective or modified retrospective approach. The Company is currently assessing the impact of the adoption of this guidance on its financial position, results of operations and cash flows.

4. Acquisitions and Other Transactions

Abbott Branded Generics Business

On July 13, 2014, the Company entered into a definitive agreement with Abbott Laboratories ("Abbott") to acquire Abbott's non-U.S. developed markets specialty and branded generics business (the "Business") in an all-stock transaction, in which Abbott will carve out the Business and transfer it to a new public company ("New Mylan") organized in the

Netherlands. Immediately following the transfer of the Business, the Company will merge with a wholly owned subsidiary of New Mylan (the "Merger" and, together with the transfer of the Business, the "Transaction"), and New Mylan will become the parent company of Mylan. The new public company will be called Mylan N.V. and will be led by the current Mylan leadership team and headquartered in Pittsburgh, Pennsylvania.

On October 21, 2014, the Company and Abbott entered into an amendment in connection with pre-closing actions required to be taken pursuant to the definitive agreement implementing the Transaction, and on November 4, 2014, the Company and Abbott entered into an amended and restated definitive agreement implementing the Transaction (the "Transaction Agreement"). On November 5, 2014, New Mylan filed a Registration Statement on Form S-4 (the "Registration Statement"), which includes a proxy statement of Mylan as a prospectus.

Pursuant to the Transaction Agreement, Abbott will receive 110 million shares of New Mylan in exchange for the transfer of the Business, and in the Merger, each issued and outstanding share of Mylan common stock will be converted into the right to receive one New Mylan ordinary share. As a result of the Transaction, Mylan shareholders will own approximately 78% of New Mylan and Abbott's affiliates will own approximately 22% of New Mylan. New Mylan and Abbott will enter into a shareholder agreement in connection with the Transaction.

The consummation of the Transaction is subject to the satisfaction of certain customary closing conditions, including regulatory approvals and the approval of the Transaction Agreement by Mylan's shareholders. Abbott will not require shareholder approval in connection with the Transaction. The Transaction Agreement contains certain customary termination rights, including the right of either party to terminate the agreement if the Transaction is not completed by October 13, 2015, subject to extension for a period of 90 days in the event conditions relating to regulatory approvals have not been satisfied as of that date. If the Transaction Agreement is terminated in certain circumstances, including in the event that certain regulatory approvals are not obtained, approval of Mylan's shareholders is not obtained or Mylan's Board of Directors withdraws its recommendation of the Transaction or approves or recommends an alternative acquisition proposal for Mylan, Mylan will be required, at Abbott's option, to reimburse Abbott's costs and expenses incurred in connection with the Transaction (including certain restructuring related taxes), provided that Mylan will not be required to reimburse Abbott for an amount in excess of $100 million.

The Business, which is being acquired on a debt-free basis, includes more than 100 specialty and branded generic pharmaceutical products in five major therapeutic areas and includes several patent protected, novel and/or hard-to-manufacture products. As a result of the acquisition, the Company will significantly expand and strengthen its product portfolio in Europe, Japan, Canada, Australia and New Zealand. The transaction is expected to close in the first quarter of 2015.

Agila Specialties

On February 27, 2013, the Company announced that it had signed definitive agreements to acquire the Agila Specialties businesses ("Agila"), a developer, manufacturer and marketer of high-quality generic injectable products, from Strides Arcolab Limited ("Strides Arcolab"). The transaction closed on December 4, 2013, and the total purchase price was approximately $1.43 billion (net of cash acquired of $3.4 million), which included estimated contingent consideration of $250 million. During the three months ended September 30, 2014, the Company entered into an agreement with Strides Arcolab to settle a portion of the contingent consideration for $150 million, for which the Company accrued $230 million at the acquisition date. As a result of this agreement, the Company recognized a gain of $80 million during the three months ended September 30, 2014, which is included in other operating (income) expense, net in the Condensed Consolidated Statements of Operations. The remaining contingent consideration, which could total a maximum of $211 million, is primarily related to the satisfaction of certain regulatory conditions, including potential regulatory remediation costs and the resolution of certain pre-acquisition contingencies. The acquisition of Agila significantly expanded and strengthened Mylan's injectables platform and portfolio, and also provided Mylan entry into certain new geographic markets.

In accordance with U.S. GAAP, the Company used the purchase method of accounting to account for this transaction. Under the purchase method of accounting, the assets acquired and liabilities assumed in the transaction were recorded at their respective estimated fair values at the acquisition date. During the six months ended June 30, 2014, adjustments were made to the preliminary amounts recorded at December 31, 2013 primarily related to working capital and deferred taxes. These adjustments are reflected in the values presented below and in the updated December 31, 2013 consolidated balance sheet. The allocation of the $1.43 billion purchase price to the assets acquired and liabilities assumed for Agila is as follows:

(In millions)	
Current assets (excluding inventories)	$ 45.5
Inventories	37.3
Property, plant and equipment	146.2
Identified intangible assets	280.0
In-process research and development	436.0
Goodwill	936.6
Other assets (including equity method investment)	152.8
Total assets acquired	2,034.4
Current liabilities	(242.0)
Deferred tax liabilities	(235.1)
Other non-current liabilities	(123.6)
Net assets acquired	$ 1,433.7

The amount allocated to in-process research and development ("IPR&D") represents an estimate of the fair value of purchased in-process technology for research projects that, as of the closing date of the acquisition, had not reached technological feasibility and had no alternative future use. The fair value of the IPR&D was based on the excess earnings method, which utilizes forecasts of expected cash inflows (including estimates for ongoing costs) and other contributory charges. A discount rate of 13.0% was utilized to discount net cash inflows to present values. IPR&D is accounted for as an indefinite-lived intangible asset and will be subject to impairment testing until completion or abandonment of the projects. Upon successful completion and launch of each product, the Company will make a determination of the estimated useful life of the individual IPR&D asset. The acquired IPR&D projects are in various stages of completion and the estimated costs to complete these projects total approximately $50 million which is expected to be incurred from 2014 through 2016. There are risks and uncertainties associated with the timely and successful completion of the projects included in IPR&D, and no assurances can be given that the underlying assumptions used to estimate the fair value of IPR&D will not change or the timely completion of each project to commercial success will occur.

The identified intangible assets of $280 million are comprised of $221 million of product rights and licenses that have a weighted average useful life of eight years and $59 million of customer relationships that have a weighted average useful life of five years. The equity method investment of $125 million represents the fair value of Agila's 50% interest in Sagent Agila LLC ("Sagent Agila"). Payments for product rights and other, net on the Condensed Consolidated Statements of Cash Flows for the nine months ended September 30, 2014, includes payments totaling $120 million to acquire certain commercialization rights in the U.S. and other countries. The goodwill of $937 million arising from the acquisition consisted largely of the value of the employee workforce and the value of products to be developed in the future. All of the goodwill was assigned to Mylan's Generics segment. At the date of the acquisition, the Company estimated that none of the goodwill recognized would be deductible for income tax purposes. As a result of a legal merger of the Indian subsidiaries of Agila with Mylan Laboratories Limited, which was approved by the relevant Indian regulatory authorities during the three months ended September 30, 2014, approximately $739 million of goodwill related to the acquisition of Agila will be deductible for tax purposes, refer to Note 14 *Income Taxes* for additional information.

Significant assumptions utilized in the valuation of identified intangible assets, the equity method investment and IPR&D were based on company specific information and projections which are not observable in the market and are thus considered Level 3 measurements as defined by U.S. GAAP.

Pro Forma Financial Results

The following table presents supplemental unaudited pro forma information as if the acquisition of Agila had occurred on January 1, 2012. The unaudited pro forma results reflect certain adjustments related to past operating performance and acquisition accounting adjustments, such as increased amortization expense based on the fair valuation of assets acquired, the impact of acquisition financing, and the related income tax effects. The unaudited pro forma results do not include any anticipated synergies which may be achievable subsequent to the acquisition date. Accordingly, the unaudited pro forma results are not necessarily indicative of the results that actually would have occurred had the acquisition been completed on January 1, 2012, nor are they indicative of the future operating results of the combined company.

(In millions, except per share amounts)	Three Months Ended September 30, 2013	Nine Months Ended September 30, 2013
Total revenues	$ 1,797.7	$ 5,243.5
Net earnings attributable to Mylan Inc. common shareholders	$ 120.7	$ 350.4
Earnings per common share attributable to Mylan Inc. common shareholders:		
Basic	$ 0.32	$ 0.91
Diluted	$ 0.31	$ 0.89
Weighted average common shares outstanding:		
Basic	382.1	385.5
Diluted	395.5	393.9

Other Transactions

On September 10, 2014, the Company entered into an agreement with Aspen Global Incorporated to acquire the U.S. commercialization, marketing and intellectual property rights related to Arixtra® Injection ("Arixtra") and the authorized generic rights of Arixtra. The purchase price for this intangible asset was $300 million, of which $225 million was paid at the closing of the transaction on September 25, 2014, and is included in payments for product rights and other, net on the Condensed Consolidated Statements of Cash Flows with an additional $75 million held in escrow that will be released upon satisfaction of certain conditions. The asset will be amortized over an estimated useful life of 10 years.

On June 30, 2014, the Company acquired certain product rights and other intangible assets in, or for, Australia, New Zealand and Brazil. In accordance with U.S. GAAP, the Company used the purchase method of accounting to account for this transaction. The purchase price for these assets was $50.0 million. The preliminary purchase price allocation resulted in $36.7 million of intangible assets which was included in product rights and licenses, and goodwill of approximately $13.3 million which was assigned to Mylan's Generics segment. Significant assumptions utilized in the valuation of identified intangible assets were based on company specific information and projections which are not observable in the market and are thus considered Level 3 measurements as defined by U.S. GAAP. The acquisition did not have a material impact on the Company's results of operations since the acquisition date.

5. Stock-Based Incentive Plan

Mylan's shareholders have approved the *2003 Long-Term Incentive Plan* (as amended, the "2003 Plan"). Under the 2003 Plan, 55,300,000 shares of common stock are reserved for issuance to key employees, consultants, independent contractors and non-employee directors of Mylan through a variety of incentive awards, including: stock options, stock appreciation rights ("SAR"), restricted shares and units, performance awards ("PSU"), other stock-based awards and short-term cash awards. Stock option awards are granted at the fair value of the shares underlying the options at the date of the grant, generally become exercisable over periods ranging from three to four years, and generally expire in ten years. Upon approval of the 2003 Plan, no further grants of stock options have been made under any other previous plans.

In February 2014, Mylan's Compensation Committee and the independent members of the Board of Directors adopted the One-Time Special Performance-Based Five-Year Realizable Value Incentive Program (the "2014 Program") under the 2003 Plan. Under the 2014 Program, certain key employees received a one-time, performance-based incentive award (the "Awards") either in the form of a grant of SAR or PSU. The Awards were granted in February 2014 and contain a five-year cliff-vesting feature based on the achievement of various performance targets, external market conditions and the employee's continued services.

The following table summarizes stock option and SAR ("stock awards") activity:

	Number of Shares Under Stock Awards	Weighted Average Exercise Price per Share
Outstanding at December 31, 2013	13,563,881	$ 22.05
Granted	5,995,732	52.37
Exercised	(1,780,406)	19.67
Forfeited	(778,004)	38.14
Outstanding at September 30, 2014	17,001,203	$ 32.31
Vested and expected to vest at September 30, 2014	16,279,361	$ 32.17
Exercisable at September 30, 2014	8,417,594	$ 20.32

As of September 30, 2014, stock awards outstanding, stock awards vested and expected to vest and stock awards exercisable had average remaining contractual terms of 7.1 years, 7.0 years and 5.2 years, respectively. Also, at September 30, 2014, stock awards outstanding, stock awards vested and expected to vest and stock awards exercisable had aggregate intrinsic values of $263.7 million, $255.1 million and $212.0 million respectively.

A summary of the status of the Company's nonvested restricted stock and restricted stock unit awards, including PSUs, ("restricted stock awards") as of September 30, 2014 and the changes during the nine months ended September 30, 2014 are presented below:

	Number of Restricted Stock Awards	Weighted Average Grant-Date Fair Value per Share
Nonvested at December 31, 2013	3,321,836	$ 27.13
Granted	2,091,396	40.32
Released	(1,160,689)	25.58
Forfeited	(385,327)	31.75
Nonvested at September 30, 2014	3,867,216	$ 34.32

As of September 30, 2014, the Company had $146.0 million of total unrecognized compensation expense, net of estimated forfeitures, related to all of its stock-based awards, which will be recognized over the remaining weighted average vesting period of 3.0 years. The total intrinsic value of stock-based awards exercised and restricted stock units converted during the nine months ended September 30, 2014 and 2013 was $118.1 million and $70.4 million, respectively.

Under the 2014 Program, approximately 4.4 million SARs and 1.5 million PSUs were granted. The fair value of the Awards was determined using a Monte Carlo simulation as both the SARs and PSUs contain the same performance and market conditions. The Monte Carlo simulation involves a series of random trials that result in different future stock price paths over the contractual life of the SAR or PSU based on appropriate probability distributions. Conditions are imposed on each Monte Carlo simulation to determine the extent to which the performance conditions would have been met, and therefore the extent to which the Awards would have vested, for the particular stock price path. Once the Company determines that it is probable that the performance targets will be met, compensation expense is recorded for these Awards. Each SAR or PSU is equal to one common share with the maximum value of each Award upon vesting subject to varying limitations.

The key assumptions used in the valuation of the Awards are as follows:

	2014
Volatility	29.4%
Risk-free interest rate	1.6%
Expected term (years)	5.0
Forfeiture rate	5.5%
Weighted average grant date fair value per stock appreciation right	$ 9.43
Weighted average grant date fair value per performance award	$ 34.58

6. Balance Sheet Components

Selected balance sheet components consist of the following:

(In millions)	September 30, 2014	December 31, 2013
Inventories:		
Raw materials	$ 562.4	$ 482.8
Work in process	301.9	310.0
Finished goods	843.2	864.1
	$ 1,707.5	$ 1,656.9
Property, plant and equipment:		
Land and improvements	$ 79.9	$ 75.1
Buildings and improvements	805.6	747.0
Machinery and equipment	1,710.0	1,698.4
Construction in progress	295.3	207.7
	2,890.8	2,728.2
Less accumulated depreciation	1,152.5	1,062.7
	$ 1,738.3	$ 1,665.5
Other current liabilities:		
Legal and professional accruals, including litigation accruals	$ 139.0	$ 145.8
Payroll and employee benefit plan accruals	244.2	288.8
Accrued sales allowances	349.3	281.1
Accrued interest	69.2	68.5
Fair value of financial instruments	10.0	74.3
Other	362.6	538.1
	$ 1,174.3	$ 1,396.6

Contingent consideration included in other current liabilities totaled $20 million and $250 million at September 30, 2014 and December 31, 2013, respectively. Contingent consideration included in other long-term obligations is $440.8 million and $414.6 million at September 30, 2014 and December 31, 2013, respectively. Included in prepaid expenses and other current assets is $205.6 million and $129.5 million of restricted cash at September 30, 2014 and December 31, 2013, respectively. An additional $100 million of restricted cash is classified in other long-term assets at September 30, 2014 and December 31, 2013, principally related to amounts deposited in escrow, or restricted amounts, for potential contingent consideration payments related to the Agila acquisition.

The Company's equity method investments in clean energy investments, whose activities qualify for income tax credits under section 45 of the U.S. Internal Revenue Code, totaled $378.2 million and $401.7 million at September 30, 2014 and December 31, 2013, respectively, and are included in other assets in the Condensed Consolidated Balance Sheets. Liabilities related to these investments totaled $408.0 million and $415.4 million at September 30, 2014 and December 31, 2013, respectively. At September 30, 2014, $360.1 million of these liabilities are included in other long-term obligations and $47.9 million are included in other current liabilities in the Condensed Consolidated Balance Sheets.

As part of the Agila acquisition, the Company acquired a 50% interest in Sagent Agila, which was established in 2007 between Agila and Sagent Pharmaceuticals, Inc. and is accounted for using the equity method of accounting. Sagent Agila was established to allow for the development, manufacturing and distribution of certain generic injectable products in the U.S. market. The initial term of the venture expires upon the tenth anniversary of the formation. The equity method investment included in other assets totaled $113.6 million and $123.2 million at September 30, 2014 and December 31, 2013, respectively, in the Condensed Consolidated Balance Sheets. The results of Sagent Agila were not material to Mylan's interim financial statements.

7. Earnings per Common Share Attributable to Mylan Inc.

Basic earnings per common share is computed by dividing net earnings attributable to Mylan Inc. common shareholders by the weighted average number of shares outstanding during the period. Diluted earnings per common share is computed by dividing net earnings attributable to Mylan Inc. common shareholders by the weighted average number of shares outstanding during the period increased by the number of additional shares that would have been outstanding related to potentially dilutive securities or instruments, if the impact is dilutive.

On September 15, 2008, concurrent with the sale of $575 million aggregate principal amount of Cash Convertible Notes due 2015 (the "Cash Convertible Notes"), Mylan entered into a convertible note hedge and warrant transaction with certain counterparties. Pursuant to the warrant transactions, the Company sold to the counterparties warrants to purchase in the aggregate up to approximately 43.2 million shares of Mylan common stock, subject to certain anti-dilution provisions. In 2011, the Company entered into amendments with the counterparties to exchange the original warrants with an exercise price of $20.00 (the "Old Warrants") for new warrants with an exercise price of $30.00 (the "New Warrants"). Approximately 41.0 million of the Old Warrants were exchanged in the transaction. Both the Old and New Warrants meet the definition of derivatives under the FASB's guidance regarding accounting for derivative instruments and hedging activities; however, because these instruments have been determined to be indexed to the Company's own common stock and meet the criteria for equity classification under the FASB's guidance regarding contracts in an entity's own equity, the warrants have been recorded in shareholders' equity in the Condensed Consolidated Balance Sheets. The dilutive impact of the Old and New Warrants are included in the calculation of diluted earnings per share based upon the average market value of the Company's common stock during the period as compared to the exercise price. For the three and nine months ended September 30, 2014, 17.0 million warrants and 17.1 million warrants, respectively, were included in the calculation of diluted earnings per share. For the three and nine months ended September 30, 2013, 7.0 million warrants and 2.8 million warrants were included in the calculation of diluted earnings per share.

Basic and diluted earnings per common share attributable to Mylan Inc. are calculated as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions, except per share amounts)	2014	2013	2014	2013
Basic earnings attributable to Mylan Inc. common shareholders (numerator):				
Net earnings attributable to Mylan Inc. common shareholders	$ 499.1	$ 158.9	$ 740.2	$ 443.5
Shares (denominator):				
Weighted average common shares outstanding	374.1	382.1	373.4	385.5
Basic earnings per common share attributable to Mylan Inc. common shareholders	$ 1.33	$ 0.42	$ 1.98	$ 1.15

(In millions, except per share amounts)	Three Months Ended September 30, 2014	Three Months Ended September 30, 2013	Nine Months Ended September 30, 2014	Nine Months Ended September 30, 2013
Diluted earnings attributable to Mylan Inc. common shareholders (numerator):				
Net earnings attributable to Mylan Inc. common shareholders	$ 499.1	$ 158.9	$ 740.2	$ 443.5
Shares (denominator):				
Weighted average common shares outstanding	374.1	382.1	373.4	385.5
Stock-based awards and warrants	23.2	13.4	23.7	8.4
Total dilutive shares outstanding	397.3	395.5	397.1	393.9
Diluted earnings per common share attributable to Mylan Inc. common shareholders	$ 1.26	$ 0.40	$ 1.86	$ 1.13

Additional stock awards and restricted stock awards were outstanding during the periods ended September 30, 2014 and 2013, but were not included in the computation of diluted earnings per share for each respective period because the effect would be anti-dilutive. Such anti-dilutive awards represented 7.1 million shares and 5.8 million shares for the three and nine months ended September 30, 2014, respectively, and 1.1 million shares and 1.2 million shares for the three and nine months ended September 30, 2013, respectively.

8. Goodwill and Intangible Assets

The changes in the carrying amount of goodwill for the nine months ended September 30, 2014 are as follows:

(In millions)	Generics Segment	Specialty Segment	Total
Balance at December 31, 2013:			
Goodwill	$ 3,991.4	$ 734.1	$ 4,725.5
Accumulated impairment losses	—	(385.0)	(385.0)
	3,991.4	349.1	4,340.5
Acquisitions	13.3	—	13.3
Divestment	(10.5)	—	(10.5)
Foreign currency translation	(154.8)	—	(154.8)
	$ 3,839.4	$ 349.1	$ 4,188.5
Balance at September 30, 2014:			
Goodwill	$ 3,839.4	$ 734.1	$ 4,573.5
Accumulated impairment losses	—	(385.0)	(385.0)
	$ 3,839.4	$ 349.1	$ 4,188.5

Intangible assets consist of the following components at September 30, 2014 and December 31, 2013:

(In millions)	Weighted Average Life (Years)	Original Cost	Accumulated Amortization	Net Book Value
September 30, 2014				
Amortized intangible assets:				
Patents and technologies	20	$ 116.6	$ 97.8	$ 18.8
Product rights and licenses	10	3,770.1	2,178.0	1,592.1
Other [1]	8	166.6	68.6	98.0
		4,053.3	2,344.4	1,708.9
In-process research and development		832.2	—	832.2
		$ 4,885.5	$ 2,344.4	$ 2,541.1
December 31, 2013				
Amortized intangible assets:				
Patents and technologies	20	$ 116.6	$ 93.8	$ 22.8
Product rights and licenses	10	3,559.5	2,018.1	1,541.4
Other [1]	8	174.0	59.4	114.6
		3,850.1	2,171.3	1,678.8
In-process research and development		839.1	—	839.1
		$ 4,689.2	$ 2,171.3	$ 2,517.9

[1] Other intangible assets consist principally of customer lists and contracts.

Amortization expense, which is classified primarily within cost of sales in the Condensed Consolidated Statements of Operations, for the nine months ended September 30, 2014 and 2013, was $269.3 million and $260.6 million, respectively. Amortization expense is expected to be approximately $95 million for the remainder of 2014 and $374 million, $292 million, $248 million and $203 million for the years ended December 31, 2015 through 2018, respectively.

Indefinite-lived intangible assets, such as the Company's IPR&D assets, are tested at least annually for impairment, but they may also be tested whenever certain impairment indicators are present. Impairment is determined to exist when the fair value is less than the carrying value of the assets being tested. During the nine months ended September 30, 2013, the Company recorded impairment charges related to IPR&D assets of $5.1 million.

During the nine months ended September 30, 2014 and 2013, approximately $6.3 million and $6.5 million, respectively, were reclassified from acquired IPR&D to product rights and licenses.

9. Financial Instruments and Risk Management

Mylan is exposed to certain financial risks relating to its ongoing business operations. The primary financial risks that are managed by using derivative instruments are foreign currency risk and interest rate risk.

Foreign Currency Risk Management

In order to manage foreign currency risk, Mylan enters into foreign exchange forward contracts to mitigate risk associated with changes in spot exchange rates of mainly non-functional currency denominated assets or liabilities. The foreign exchange forward contracts are measured at fair value and reported as current assets or current liabilities on the Condensed Consolidated Balance Sheets. Any gains or losses on the foreign exchange forward contracts are recognized in earnings in the period incurred in the Condensed Consolidated Statements of Operations.

The Company has also entered into forward contracts to hedge forecasted foreign currency denominated sales from certain international subsidiaries. These contracts are designated as cash flow hedges to manage foreign currency transaction risk and are measured at fair value and reported as current assets or current liabilities on the Condensed Consolidated Balance Sheets. Any changes in fair value are included in earnings or deferred through accumulated other comprehensive earnings ("AOCE"), depending on the nature and effectiveness of the offset. Any ineffectiveness in a cash flow hedging relationship is recognized immediately in earnings in the Condensed Consolidated Statements of Operations.

Interest Rate Risk Management

The Company enters into interest rate swaps in order to manage interest rate risk associated with the Company's fixed-rate and floating-rate debt. These derivative instruments are measured at fair value and reported as current assets or current liabilities in the Condensed Consolidated Balance Sheets.

The Company's interest rate swaps designated as cash flow hedges fix the interest rate on a portion of the Company's variable-rate debt or hedge part of the Company's interest rate exposure associated with variability in future cash flows attributable to changes in interest rates. Any changes in fair value are included in earnings or deferred through AOCE, depending on the nature and effectiveness of the offset. Any ineffectiveness in a cash flow hedging relationship is recognized immediately in earnings in the Condensed Consolidated Statements of Operations.

In August 2014, the Company entered into a series of forward starting swaps to hedge against changes in interest rates that could impact future debt issuances. These swaps are designed as cash flow hedges of expected future issuances of long-term bonds. The Company executed $575 million of notional value swaps with an effective date of September 2015. These swaps have a maturity of 10 years.

The Company's interest rate swaps designated as fair value hedges convert the fixed rate on a portion of the Company's fixed-rate senior notes to a variable rate. These interest rate swaps designated as fair value hedges are measured at fair value and reported as current assets or current liabilities in the Condensed Consolidated Balance Sheets. Any changes in the fair value of these derivative instruments, as well as the offsetting change in fair value of the portion of the fixed-rate debt being hedged, is included in interest expense.

Certain derivative instrument contracts entered into by the Company are governed by Master Agreements, which contain credit-risk-related contingent features that would allow the counterparties to terminate the contracts early and request immediate payment should the Company trigger an event of default on other specified borrowings.

The Company maintains significant credit exposure arising from the convertible note hedge on its Cash Convertible Notes. Holders may convert their Cash Convertible Notes subject to certain conversion provisions determined by a) the market price of the Company's common stock, b) specified distributions to common shareholders, c) a fundamental change, as defined in the purchase agreement, or d) certain time periods specified in the purchase agreement. The conversion feature can only be settled in cash and, therefore, it is bifurcated from the Cash Convertible Notes and treated as a separate derivative instrument. In order to offset the cash flow risk associated with the cash conversion feature, the Company entered into a convertible note hedge with certain counterparties. Both the cash conversion feature and the purchased convertible note hedge are measured at fair value with gains and losses recorded in the Company's Condensed Consolidated Statements of Operations. Also, in conjunction with the issuance of the Cash Convertible Notes, the Company entered into several warrant transactions with certain counterparties. The warrants meet the definition of derivatives; however, because these instruments have been determined to be indexed to the Company's own common stock, and have been recorded in shareholders' equity in the Company's Condensed Consolidated Balance Sheets, the instruments are exempt from the scope of the FASB's guidance regarding accounting for derivative instruments and hedging activities and are not subject to the fair value provisions set forth therein.

At September 30, 2014, the convertible note hedge had a total fair value of $1.39 billion, which reflects the maximum loss that would be incurred should the parties fail to perform according to the terms of the contract. The counterparties are highly rated diversified financial institutions with both commercial and investment banking operations. The counterparties are required to post collateral against this obligation should they be downgraded below thresholds specified in the contract. Eligible collateral is comprised of a wide range of financial securities with a valuation discount percentage reflecting the associated risk.

The Company regularly reviews the creditworthiness of its financial counterparties and does not expect to incur a significant loss from failure of any counterparties to perform under any agreements.

The Company records all derivative instruments on a gross basis in the Condensed Consolidated Balance Sheets. Accordingly, there are no offsetting amounts that net assets against liabilities. The asset and liability balances presented in the tables below reflect the gross amounts of derivatives recorded in the Company's interim financial statements.

Fair Values of Derivative Instruments
Derivatives Designated as Hedging Instruments

	Asset Derivatives			
	September 30, 2014		December 31, 2013	
(In millions)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Interest rate swaps	Prepaid expenses and other current assets	$ 59.0	Prepaid expenses and other current assets	$ 90.3
Foreign currency forward contracts	Prepaid expenses and other current assets	7.2	Prepaid expenses and other current assets	—
Interest rate swaps	Other assets	—	Other assets	93.1
Total		$ 66.2		$ 183.4

	Liability Derivatives			
	September 30, 2014		December 31, 2013	
(In millions)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Interest rate swaps	Other current liabilities	$ 0.5	Other current liabilities	$ 15.8
Foreign currency forward contracts	Other current liabilities	—	Other current liabilities	53.1
Total		$ 0.5		$ 68.9

Fair Values of Derivative Instruments
Derivatives Not Designated as Hedging Instruments

	Asset Derivatives			
	September 30, 2014		December 31, 2013	
(In millions)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Foreign currency forward contracts	Prepaid expenses and other current assets	$ 5.2	Prepaid expenses and other current assets	$ 6.4
Purchased cash convertible note hedge	Prepaid expenses and other current assets	1,387.9	Other assets	1,303.0
Total		$ 1,393.1		$ 1,309.4

	Liability Derivatives			
	September 30, 2014		December 31, 2013	
(In millions)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Foreign currency forward contracts	Other current liabilities	$ 9.3	Other current liabilities	$ 5.4
Cash conversion feature of Cash Convertible Notes	Current portion of long-term debt and other long-term obligations	1,387.9	Long-term debt	1,303.0
Total		$ 1,397.2		$ 1,308.4

The Effect of Derivative Instruments on the Condensed Consolidated Statements of Operations
Derivatives in Fair Value Hedging Relationships

(In millions)	Location of Gain or (Loss) Recognized in Earnings on Derivatives	Amount of Gain or (Loss) Recognized in Earnings on Derivatives			
		Three Months Ended September 30,		Nine Months Ended September 30,	
		2014	2013	2014	2013
Interest rate swaps	Interest expense	$ 2.4	$ 5.3	$ 50.2	$ (4.5)
Total		$ 2.4	$ 5.3	$ 50.2	$ (4.5)

(In millions)	Location of (Loss) or Gain Recognized in Earnings on Hedged Items	Amount of (Loss) or Gain Recognized in Earnings on Hedged Items			
		Three Months Ended September 30,		Nine Months Ended September 30,	
		2014	2013	2014	2013
2016 Senior Notes (1.800% coupon)	Interest expense	$ 1.0	$ (1.8)	$ 0.1	$ 0.8
2018 Senior Notes (6.000% coupon)	Interest expense	2.8	0.2	3.9	14.3
2023 Senior Notes (3.125% coupon)	Interest expense	2.3	—	(28.6)	—
Total		$ 6.1	$ (1.6)	$ (24.6)	$ 15.1

The Effect of Derivative Instruments on the Condensed Consolidated Statements of Operations
Derivatives in Cash Flow Hedging Relationships

(In millions)	Amount of (Loss) or Gain Recognized in AOCE (Net of Tax) on Derivative (Effective Portion)			
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Foreign currency forward contracts	$ (17.7)	$ (37.3)	$ (11.8)	$ (84.8)
Interest rate swaps	(7.7)	4.8	(84.6)	119.8
Total	$ (25.4)	$ (32.5)	$ (96.4)	$ 35.0

(In millions)	Location of Loss Reclassified from AOCE into Earnings (Effective Portion)	Amount of Loss Reclassified from AOCE into Earnings (Effective Portion)			
		Three Months Ended September 30,		Nine Months Ended September 30,	
		2014	2013	2014	2013
Foreign currency forward contracts	Net sales	$ (10.1)	$ (22.5)	$ (35.4)	$ (44.4)
Interest rate swaps	Interest expense	(0.2)	—	(0.5)	(1.4)
Interest rate swaps	Other (income) expense, net	—	—	—	(0.8)
Total		$ (10.3)	$ (22.5)	$ (35.9)	$ (46.6)

(In millions)	Location of Gain Excluded from the Assessment of Hedge Effectiveness	Amount of Gain Excluded from the Assessment of Hedge Effectiveness			
		Three Months Ended September 30,		Nine Months Ended September 30,	
		2014	2013	2014	2013
Foreign currency forward contracts	Other (income) expense, net	$ 17.8	$ 16.3	$ 59.9	$ 43.5
Total		$ 17.8	$ 16.3	$ 59.9	$ 43.5

At September 30, 2014, the Company expects that approximately $32 million of pre-tax net losses on cash flow hedges will be reclassified from AOCE into earnings during the next 12 months.

The Effect of Derivative Instruments on the Condensed Consolidated Statements of Operations
Derivatives Not Designated as Hedging Instruments

(In millions)	Location of Gain or (Loss) Recognized in Earnings on Derivatives	Amount of Gain or (Loss) Recognized in Earnings on Derivatives			
		Three Months Ended September 30,		Nine Months Ended September 30,	
		2014	2013	2014	2013
Foreign currency forward contracts	Other (income) expense, net	$ (60.3)	$ 13.4	$ (52.7)	$ 9.6
Cash conversion feature of Cash Convertible Notes	Other (income) expense, net	262.4	(299.2)	(84.6)	(442.6)
Purchased cash convertible note hedge	Other (income) expense, net	(262.4)	299.2	84.6	442.6
Total		$ (60.3)	$ 13.4	$ (52.7)	$ 9.6

Fair Value Measurement

Fair value is based on the price that would be received from the sale of an identical asset or paid to transfer an identical liability in an orderly transaction between market participants at the measurement date. In order to increase consistency and comparability in fair value measurements, a fair value hierarchy has been established that prioritizes observable and unobservable inputs used to measure fair value into three broad levels, which are described below:

- *Level 1:* Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.
- *Level 2:* Observable market-based inputs other than quoted prices in active markets for identical assets or liabilities.
- *Level 3:* Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

In determining fair value, the Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible, as well as considers counterparty credit risk in its assessment of fair value.

Financial assets and liabilities carried at fair value are classified in the tables below in one of the three categories described above:

	September 30, 2014			
(In millions)	Level 1	Level 2	Level 3	Total
Recurring fair value measurements				
Financial Assets				
Cash equivalents:				
Money market funds	$ 111.3	$ —	$ —	$ 111.3
Total cash equivalents	111.3	—	—	111.3
Trading securities:				
Equity securities — exchange traded funds	19.6	—	—	19.6
Total trading securities	19.6	—	—	19.6
Available-for-sale fixed income investments:				
U.S. Treasuries	—	13.3	—	13.3
Corporate bonds	—	11.9	—	11.9
Agency mortgage-backed securities	—	0.6	—	0.6
Other	—	2.1	—	2.1
Total available-for-sale fixed income investments	—	27.9	—	27.9
Available-for-sale equity securities:				
Biosciences industry	0.1	—	—	0.1
Total available-for-sale equity securities	0.1	—	—	0.1
Foreign exchange derivative assets	—	12.4	—	12.4
Interest rate swap derivative assets	—	59.0	—	59.0
Purchased cash convertible note hedge	—	1,387.9	—	1,387.9
Total assets at recurring fair value measurement	$ 131.0	$ 1,487.2	$ —	$ 1,618.2
Financial Liabilities				
Foreign exchange derivative liabilities	$ —	$ 9.3	$ —	$ 9.3
Interest rate swap derivative liabilities	—	0.5	—	0.5
Cash conversion feature of Cash Convertible Notes	—	1,387.9	—	1,387.9
Contingent consideration	—	—	460.8	460.8
Total liabilities at recurring fair value measurement	$ —	$ 1,397.7	$ 460.8	$ 1,858.5

	December 31, 2013			
(In millions)	Level 1	Level 2	Level 3	Total
Recurring fair value measurements				
Financial Assets				
Cash equivalents:				
Money market funds	$ —	$ —	$ —	$ —
Total cash equivalents	—	—	—	—
Trading securities:				
Equity securities — exchange traded funds	16.6	—	—	16.6
Total trading securities	16.6	—	—	16.6
Available-for-sale fixed income investments:				
U.S. Treasuries	—	12.8	—	12.8
Corporate bonds	—	10.7	—	10.7
Agency mortgage-backed securities	—	0.7	—	0.7
Other	—	2.6	—	2.6
Total available-for-sale fixed income investments	—	26.8	—	26.8
Available-for-sale equity securities:				
Biosciences industry	0.2	—	—	0.2
Total available-for-sale equity securities	0.2	—	—	0.2
Foreign exchange derivative assets	—	6.4	—	6.4
Interest rate swap derivative assets	—	183.4	—	183.4
Purchased cash convertible note hedge	—	1,303.0	—	1,303.0
Total assets at recurring fair value measurement	$ 16.8	$ 1,519.6	$ —	$ 1,536.4
Financial Liabilities				
Foreign exchange derivative liabilities	$ —	$ 58.5	$ —	$ 58.5
Interest rate swap derivative liabilities	—	15.8	—	15.8
Cash conversion feature of Cash Convertible Notes	—	1,303.0	—	1,303.0
Contingent consideration	—	—	664.6	664.6
Total liabilities at recurring fair value measurement	$ —	$ 1,377.3	$ 664.6	$ 2,041.9

For financial assets and liabilities that utilize Level 2 inputs, the Company utilizes both direct and indirect observable price quotes, including the LIBOR yield curve, foreign exchange forward prices and bank price quotes. Below is a summary of valuation techniques for Level 1 and Level 2 financial assets and liabilities:

- *Cash equivalents* — valued at observable net asset value prices.
- *Trading securities* — valued at the active quoted market price from broker or dealer quotations or transparent pricing sources at the reporting date.
- *Available-for-sale fixed income investments* — valued at the quoted market price from broker or dealer quotations or transparent pricing sources at the reporting date.
- *Available-for-sale equity securities* — valued using quoted stock prices from the London Exchange at the reporting date and translated to U.S. Dollars at prevailing spot exchange rates.
- *Interest rate swap derivative assets and liabilities* — valued using the LIBOR/EURIBOR yield curves at the reporting date. Counterparties to these contracts are highly rated financial institutions.

- *Foreign exchange derivative assets and liabilities* — valued using quoted forward foreign exchange prices at the reporting date. Counterparties to these contracts are highly rated financial institutions.

- *Cash conversion feature of cash convertible notes and purchased convertible note hedge* — valued using quoted prices for the Company's cash convertible notes, its implied volatility and the quoted yield on the Company's other long-term debt at the reporting date. Counterparties to the purchased convertible note hedge are highly rated financial institutions.

The fair value measurement of contingent consideration is determined using Level 3 inputs. The Company's contingent consideration represents a component of the total purchase consideration for the respiratory delivery platform, the Agila acquisition and certain other acquisitions. The measurement is calculated using unobservable inputs based on the Company's own assumptions. For the respiratory platform and certain other acquisitions, significant unobservable inputs in the valuation include the probability and timing of future development and commercial milestones and future profit sharing payments. A discounted cash flow method was used to value contingent consideration at September 30, 2014 and December 31, 2013, which was calculated as the present value of the estimated future net cash flows using a market rate of return. Discount rates ranging from 0.6% to 10.3% were utilized in the valuation. For the contingent consideration related to the Agila acquisition, significant unobservable inputs in the valuation include the probability of future payments to the seller of amounts withheld at the closing date. Significant changes in unobservable inputs could result in material changes to the contingent consideration liability. During the three months ended September 30, 2014, the Company entered into an agreement with Strides Arcolab to settle a portion of the contingent consideration for $150 million, for which the Company accrued $230 million at the acquisition date. As a result of this agreement, the Company recognized a gain of $80 million during the three months ended September 30, 2014, which is included in other operating (income) expense, net in the Condensed Consolidated Statements of Operations. The remaining contingent consideration, which could total a maximum of $211 million, is primarily related to the satisfaction of certain regulatory conditions, including potential regulatory remediation costs and the resolution of certain pre-acquisition contingencies. During the three and nine months ended September 30, 2014, accretion of $9.0 million and $26.1 million, respectively was recorded in interest expense. During the three and nine months ended September 30, 2013, $8.2 million and $23.9 million, respectively was recorded in interest expense, and a fair value adjustment to increase the liability by approximately $15.0 million and $3.1 million, respectively, was recorded as a component of other operating (income) expense, net.

Although the Company has not elected the fair value option for financial assets and liabilities, any future transacted financial asset or liability will be evaluated for the fair value election.

10. Debt

A summary of long-term debt, including the current portion, is as follows:

(In millions)	Coupon	September 30, 2014	December 31, 2013
Revolving Facility		$ —	$ 60.0
Cash Convertible Notes	3.750%	1,933.4	1,828.3
2016 Senior Notes [a]	1.800%	499.2	499.2
2016 Senior Notes [b]	1.350%	499.8	499.7
2018 Senior Notes [c]	2.600%	649.0	648.8
2018 Senior Notes [d]	6.000%	808.6	811.4
2019 Senior Notes [a]	2.550%	499.0	498.8
2020 Senior Notes [e]	7.875%	1,010.9	1,012.0
2023 Senior Notes [a]	3.125%	761.9	733.2
2023 Senior Notes [f]	4.200%	498.2	498.1
2043 Senior Notes [f]	5.400%	496.9	496.9
Other		0.1	0.1
		7,657.0	7,586.5
Less current portion		1,933.5	—
Total long-term debt		$ 5,723.5	$ 7,586.5

(a) Instrument is callable by the Company at any time at the greater of 100% of the principal amount or the sum of the present values of the remaining scheduled payments of principal and interest discounted at the U.S. Treasury rate plus 0.20% plus, in each case, accrued and unpaid interest.

(b) Instrument is callable by the Company at any time at the greater of 100% of the principal amount or the sum of the present values of the remaining scheduled payments of principal and interest discounted at the U.S. Treasury rate plus 0.125% plus, in each case, accrued and unpaid interest.

(c) Instrument is callable by the Company at any time at the greater of 100% of the principal amount or the sum of the present values of the remaining scheduled payments of principal and interest discounted at the U.S. Treasury rate plus 0.30% plus, in each case, accrued and unpaid interest.

(d) Instrument was called by the Company on October 16, 2014 at a redemption price of 103.000% of the principal amount.

(e) Instrument is callable by the Company at any time prior to July 15, 2015 at 100% of the principal amount plus the greater of 1% of the principal amount and the excess over the principal of the present value of 103.938% of the principal amount plus all scheduled interest payments from the call date through July 15, 2015 discounted at the U.S. Treasury Rate plus 0.50% plus accrued and unpaid interest. Instrument is callable by the Company at any time on or after July 15, 2015 at the redemption prices set forth in the Indenture dated May 19, 2010, plus accrued and unpaid interest.

(f) Instrument is callable by the Company at any time at the greater of 100% of the principal amount or the sum of the present values of the remaining scheduled payments of principal and interest discounted at the U.S. Treasury rate plus 0.25% plus, in each case, accrued and unpaid interest.

Exchange Offer

In June 2013, the Company issued $500 million aggregate principal amount of 1.800% Senior Notes due 2016 and $650 million aggregate principal amount of 2.600% Senior Notes due June 2018. These notes are the Company's senior unsecured obligations and were issued to qualified institutional buyers in accordance with Rule 144A and to persons outside of the U.S. pursuant to Regulation S under the Securities Act of 1933, as amended (the "Securities Act") in a private offering exempt from the registration requirements of the Securities Act.

In connection with the senior notes offering, the Company entered into a registration rights agreement with the initial purchasers of the senior notes. Pursuant to the registration rights agreement, the Company was obligated to use commercially

reasonable efforts 1) to file a registration statement with respect to an offer to exchange senior notes (the "exchange offer") for new notes with the same aggregate principal amount and terms substantially identical in all material respects and 2) to cause the exchange offer registration statement to be declared effective by the SEC under the Securities Act. The Company filed a registration statement with the SEC, which was declared effective on January 31, 2014 and the exchange offer was completed on March 4, 2014.

Cash Convertible Notes

Below is the summary of the components of the Cash Convertible Notes:

(In millions)	September 30, 2014	December 31, 2013
Outstanding principal	$ 574.0	$ 574.0
Equity component carrying amount	1,387.9	1,303.3
Unamortized discount	(28.5)	(49.0)
Net debt carrying amount [a]	$ 1,933.4	$ 1,828.3
Purchased call options [b]	$ 1,387.9	$ 1,303.3

[a] As of September 30, 2014 and December 31, 2013, the cash convertible notes were classified as current portion of long-term debt and other long-term obligations and long-term debt, respectively, on the Consolidated Balance Sheets.

[b] As of September 30, 2014 and December 31, 2013, purchased call options were classified as prepaid expenses and other current assets and other assets, respectively, on the Consolidated Balance Sheets.

As of September 30, 2014, because the closing price of Mylan's common stock for at least 20 trading days in the period of 30 consecutive trading days ending on the last trading day in the September 30, 2014 period was more than 130% of the applicable conversion reference price of $13.32, the $574 million of Cash Convertible Notes were convertible. Although de minimis conversions have been requested, the Company's experience is that convertible debentures are not normally converted by investors until close to their maturity date. Upon an investor's election to convert, the Company is required to pay the full conversion value in cash. Should holders elect to convert, the Company intends to draw on its revolving credit facility to fund any principal payments. The amount payable per $1,000 notional bond would be calculated as the product of 1) the conversion reference rate (currently 75.0751) and 2) the average Daily Volume Weighted Average Price per share of common stock for a specified period following the conversion date. Any payment above the principal amount is matched by a convertible note hedge.

Senior Notes

On October 16, 2014, the Company announced its intention to redeem all of its outstanding 6.000% 2018 Senior Notes on November 15, 2014 at a redemption price of 103% of the principal amount, together with accrued and unpaid interest at the redemption date. The redemption of the 2018 Senior Notes is expected to be funded through future debt offerings or borrowings under the Revolving Facility.

Receivables Facility

As of September 30, 2014 and December 31, 2013, the Company's short-term borrowings under the Receivables Facility were $350 million and $374 million, respectively in the Condensed Consolidated Balance Sheets.

Fair Value

At September 30, 2014 and December 31, 2013, the fair value of the Senior Notes was approximately $5.84 billion and $5.85 billion, respectively. At September 30, 2014 and December 31, 2013, the fair value of the Cash Convertible Notes was approximately $1.96 billion and $1.88 billion, respectively. The fair values of the Senior Notes and Cash Convertible Notes were valued at quoted market prices from broker or dealer quotations and were classified as Level 2 in the fair value hierarchy.

Mandatory minimum repayments remaining on the outstanding borrowings under the Revolving Facility and notes at notional amounts at September 30, 2014 are as follows for each of the periods ending December 31:

(In millions)	Total
2014	$ —
2015	574
2016	1,000
2017	—
2018	1,450
Thereafter	3,250
Total	$ 6,274

11. Comprehensive Earnings

Accumulated other comprehensive loss, as reflected on the Condensed Consolidated Balance Sheets, is comprised of the following:

(In millions)	September 30, 2014	December 31, 2013
Accumulated other comprehensive loss:		
Net unrealized gains on marketable securities, net of tax	$ 0.2	$ 0.3
Net unrecognized losses and prior service cost related to defined benefit plans, net of tax	(11.2)	(8.7)
Net unrecognized gains on derivatives, net of tax	24.4	84.8
Foreign currency translation adjustment	(633.7)	(316.5)
	$ (620.3)	$ (240.1)

Components of accumulated other comprehensive loss, before tax, consist of the following, for the three and nine months ended September 30, 2014 and 2013:

	Three Months Ended September 30, 2014						
	Gains and Losses on Derivatives in Cash Flow Hedging Relationships			Gains and Losses on Marketable Securities	Defined Benefit Plan Items	Foreign Currency Translation Adjustment	Totals
(In millions)	Foreign currency forward contracts	Interest rate swaps	Total				
Balance at June 30, 2014, net of tax			$ 39.5	$ 0.3	$ (12.6)	$ (179.9)	$ (152.7)
Other comprehensive (loss) earnings before reclassifications, before tax			(33.4)	(0.1)	1.2	(453.8)	(486.1)
Amounts reclassified from accumulated other comprehensive loss, before tax:							
Loss on foreign exchange forward contracts classified as cash flow hedges, included in net sales	(10.1)		(10.1)				(10.1)
Loss on interest rate swaps classified as cash flow hedges, included in interest expense		(0.2)	(0.2)				(0.2)
Amortization of prior service costs included in SG&A expenses					(0.1)		(0.1)
Amortization of actuarial loss included in SG&A expenses					(0.1)		(0.1)
Amounts reclassified from accumulated other comprehensive loss, before tax			(10.3)	—	(0.2)	—	(10.5)
Net other comprehensive (loss) earnings, before tax			(23.1)	(0.1)	1.4	(453.8)	(475.6)
Income tax (benefit) provision			(8.0)	—	—	—	(8.0)
Balance at September 30, 2014, net of tax			$ 24.4	$ 0.2	$ (11.2)	$ (633.7)	$ (620.3)

MYLAN INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued

	Nine Months Ended September 30, 2014						
	Gains and Losses on Derivatives in Cash Flow Hedging Relationships			Gains and Losses on Marketable Securities	Defined Benefit Plan Items	Foreign Currency Translation Adjustment	Totals
(In millions)	Foreign currency forward contracts	Interest rate swaps	Total				
Balance at December 31, 2013, net of tax			$ 84.8	$ 0.3	$ (8.7)	$ (316.5)	$ (240.1)
Other comprehensive (loss) earnings before reclassifications, before tax			(134.2)	—	(4.4)	(317.2)	(455.8)
Amounts reclassified from accumulated other comprehensive loss, before tax:							
Loss on foreign exchange forward contracts classified as cash flow hedges, included in net sales	(35.4)		(35.4)				(35.4)
Loss on interest rate swaps classified as cash flow hedges, included in interest expense		(0.5)	(0.5)				(0.5)
Amortization of prior service costs included in SG&A expenses					(0.2)		(0.2)
Amortization of actuarial loss included in SG&A expenses					(0.5)		(0.5)
Amounts reclassified from accumulated other comprehensive loss, before tax			(35.9)	—	(0.7)	—	(36.6)
Net other comprehensive (loss) earnings, before tax			(98.3)	—	(3.7)	(317.2)	(419.2)
Income tax (benefit) provision			(37.9)	0.1	(1.2)	—	(39.0)
Balance at September 30, 2014, net of tax			$ 24.4	$ 0.2	$ (11.2)	$ (633.7)	$ (620.3)

MYLAN INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued

	Three Months Ended September 30, 2013						
	Gains and Losses on Derivatives in Cash Flow Hedging Relationships			Gains and Losses on Marketable Securities	Defined Benefit Plan Items	Foreign Currency Translation Adjustment	Totals
(In millions)	Foreign currency forward contracts	Interest rate swaps	Total				
Balance at June 30, 2013, net of tax			$ 60.8	$ 0.4	$ (11.1)	$ (404.8)	$ (354.7)
Other comprehensive (loss) earnings before reclassifications, before tax			(42.7)	0.1	(0.2)	113.6	70.8
Amounts reclassified from accumulated other comprehensive loss, before tax:							
Loss on foreign exchange forward contracts classified as cash flow hedges, included in net sales	(22.5)		(22.5)				(22.5)
Amortization of actuarial loss included in SG&A expenses					(0.4)		(0.4)
Amounts reclassified from accumulated other comprehensive loss, before tax			(22.5)	—	(0.4)	—	(22.9)
Net other comprehensive (loss) earnings, before tax			(20.2)	0.1	0.2	113.6	93.7
Income tax (benefit) provision			(10.2)	0.1	—	—	(10.1)
Balance at September 30, 2013, net of tax			$ 50.8	$ 0.4	$ (10.9)	$ (291.2)	$ (250.9)

	Nine Months Ended September 30, 2013						
	Gains and Losses on Derivatives in Cash Flow Hedging Relationships			Gains and Losses on Marketable Securities	Defined Benefit Plan Items	Foreign Currency Translation Adjustment	Totals
(In millions)	Foreign currency forward contracts	Interest rate swaps	Total				
Balance at December 31, 2012, net of tax			$ (30.8)	$ 1.0	$ (13.9)	$ (42.8)	$ (86.5)
Other comprehensive (loss) earnings before reclassifications, before tax			81.7	(0.9)	3.5	(248.4)	(164.1)
Amounts reclassified from accumulated other comprehensive loss, before tax:							
Loss on foreign exchange forward contracts classified as cash flow hedges, included in net sales	(44.4)		(44.4)				(44.4)
Loss on interest rate swaps classified as cash flow hedges, included in interest expense		(1.4)	(1.4)				(1.4)
Loss on interest rate swaps classified as cash flow hedges, included in other expense, net		(0.8)	(0.8)				(0.8)
Amortization of prior service costs included in SG&A expenses					(0.2)		(0.2)
Amortization of actuarial loss included in SG&A expenses					(1.0)		(1.0)
Amounts reclassified from accumulated other comprehensive loss, before tax			(46.6)	—	(1.2)	—	(47.8)
Net other comprehensive earnings (loss), before tax			128.3	(0.9)	4.7	(248.4)	(116.3)
Income tax provision (benefit)			46.7	(0.3)	1.7	—	48.1
Balance at September 30, 2013, net of tax			$ 50.8	$ 0.4	$ (10.9)	$ (291.2)	$ (250.9)

12. Shareholders' Equity

A summary of the changes in shareholders' equity for the nine months ended September 30, 2014 and 2013 is as follows:

(In millions)	Total Mylan Inc. Shareholders' Equity	Noncontrolling Interest	Total
December 31, 2013	$ 2,941.8	$ 18.1	$ 2,959.9
Net earnings	740.2	2.4	742.6
Other comprehensive earnings, net of tax	(380.2)	—	(380.2)
Stock option activity	34.2	—	34.2
Stock compensation expense	48.0	—	48.0
Issuance of restricted stock, net of shares withheld	(19.0)	—	(19.0)
Tax benefit of stock option plans	22.5	—	22.5
Other	—	(1.7)	(1.7)
September 30, 2014	$ 3,387.5	$ 18.8	$ 3,406.3

(In millions)	Total Mylan Inc. Shareholders' Equity	Noncontrolling Interest	Total
December 31, 2012	$ 3,340.7	$ 15.1	$ 3,355.8
Net earnings	443.5	2.1	445.6
Other comprehensive loss, net of tax	(164.4)	—	(164.4)
Common stock share repurchase	(500.0)	—	(500.0)
Stock option activity	56.7	—	56.7
Stock compensation expense	36.0	—	36.0
Issuance of restricted stock, net of shares withheld	(7.7)	—	(7.7)
Tax benefit of stock option plans	10.5	—	10.5
Other	—	0.2	0.2
September 30, 2013	$ 3,215.3	$ 17.4	$ 3,232.7

13. Segment Information

Mylan has two segments, “Generics” and “Specialty.” The Generics segment primarily develops, manufactures, sells and distributes generic or branded generic pharmaceutical products in tablet, capsule, injectable or transdermal patch form, as well as active pharmaceutical ingredients (“API”). The Specialty segment engages mainly in the development and sale of branded specialty nebulized and injectable products.

The Company’s chief operating decision maker evaluates the performance of its segments based on total revenues and segment profitability. Segment profitability represents segment gross profit less direct research and development (“R&D”) expenses and direct SG&A expenses. Certain general and administrative and R&D expenses not allocated to the segments, net charges for litigation settlements, impairment charges and other expenses not directly attributable to the segments, are reported in Corporate/Other. Additionally, amortization of intangible assets and other purchase accounting related items, as well as any other significant special items, are included in Corporate/Other. Intersegment revenues are accounted for at current market values and are eliminated at the consolidated level. As a result of changes to the organization structure at the end of 2013, certain R&D and selling and marketing expenses that were previously a component of the Specialty segment profitability are included within the Generics segment profitability beginning in 2014. Items below the earnings from operations line on the Company’s Condensed Consolidated Statements of Operations are not presented by segment, since they are excluded from the measure of segment profitability. The Company does not report depreciation expense, total assets and capital expenditures by segment, as such information is not used by the chief operating decision maker.

Presented in the table below is segment information for the periods identified and a reconciliation of segment information to total consolidated information.

(In millions)	Generics Segment	Specialty Segment	Corporate / Other[1]	Consolidated
Three Months Ended September 30, 2014				
Total revenues				
Third party	$ 1,616.9	$ 467.1	$ —	$ 2,084.0
Intersegment	1.1	2.9	(4.0)	—
Total	$ 1,618.0	$ 470.0	$ (4.0)	$ 2,084.0
Segment profitability	$ 511.8	$ 279.2	$ (296.0)	$ 495.0
Nine Months Ended September 30, 2014				
Total revenues				
Third party	$ 4,675.9	$ 961.0	$ —	$ 5,636.9
Intersegment	3.7	7.3	(11.0)	—
Total	$ 4,679.6	$ 968.3	$ (11.0)	$ 5,636.9
Segment profitability	$ 1,267.1	$ 535.3	$ (842.3)	$ 960.1
Three Months Ended September 30, 2013				
Total revenues				
Third party	$ 1,404.4	$ 363.0	$ —	$ 1,767.4
Intersegment	1.7	4.2	(5.9)	—
Total	$ 1,406.1	$ 367.2	$ (5.9)	$ 1,767.4
Segment profitability	$ 369.2	$ 189.8	$ (219.2)	$ 339.8
Nine Months Ended September 30, 2013				
Total revenues				
Third party	$ 4,275.4	$ 825.2	$ —	$ 5,100.6
Intersegment	4.2	18.0	(22.2)	—
Total	$ 4,279.6	$ 843.2	$ (22.2)	$ 5,100.6
Segment profitability	$ 1,173.5	$ 387.4	$ (698.6)	$ 862.3

(1) Includes certain corporate general and administrative and R&D expenses; net charges for litigation settlements; certain intercompany transactions, including eliminations; amortization of intangible assets and certain purchase accounting items; impairment charges; and other expenses not directly attributable to segments.

14. Income Taxes

The Company computes its provision for income taxes using an estimated effective tax rate for the full year with consideration of certain discrete tax items which occurred within the interim period. The estimated annual effective tax rate for 2014 includes an estimate of the full-year effect of foreign tax credits that the Company anticipates it will claim against its 2014 U.S. tax liabilities.

The effective tax rate was (21.0)% for the third quarter of 2014, compared to 18.4% for the third quarter of 2013, and was (5.8)% for the first nine months of 2014, compared to 19.6% for the first nine months of 2013. During the third quarter of 2014, the Company received approvals from the relevant Indian regulatory authorities to legally merge its wholly owned subsidiaries, Agila Specialties Private Limited and Onco Therapies Limited, into Mylan Laboratories Limited. The merger resulted in the recognition of a deferred tax asset of $156 million for the tax deductible goodwill in excess of the book goodwill with a corresponding benefit to income tax provision for the three and nine months ended September 30, 2014.

15. Contingencies

Legal Proceedings

The Company is involved in various disputes, governmental and/or regulatory inquiries and proceedings and litigation matters that arise from time to time, some of which are described below. The Company is also party to certain litigation matters for which Merck KGaA or Strides Arcolab has agreed to indemnify the Company, pursuant to the respective sale and purchase agreements.

While the Company believes that it has meritorious defenses with respect to the claims asserted against it and intends to vigorously defend its position, the process of resolving matters through litigation or other means is inherently uncertain, and it is not possible to predict the ultimate resolution of any such proceeding. It is possible that an unfavorable resolution of any of the matters described below, or the inability or denial of Merck KGaA, Strides Arcolab, or another indemnitor or insurer to pay an indemnified claim, could have a material effect on the Company's financial position, results of operations and/or cash flows, and could cause the market value of our common stock to decline. Unless otherwise disclosed below, the Company is unable to predict the outcome of the respective litigation or to provide an estimate of the range of reasonably possible losses. Legal costs are recorded as incurred and are classified in SG&A expenses in the Company's Condensed Consolidated Statements of Operations.

Lorazepam and Clorazepate

On June 1, 2005, a jury verdict was rendered against Mylan, MPI, and co-defendants Cambrex Corporation and Gyma Laboratories in the U.S. District Court for the District of Columbia in the amount of approximately $12.0 million, which has been accrued for by the Company. The jury found that Mylan and its co-defendants willfully violated Massachusetts, Minnesota and Illinois state antitrust laws in connection with API supply agreements entered into between the Company and its API supplier (Cambrex) and broker (Gyma) for two drugs, Lorazepam and Clorazepate, in 1997, and subsequent price increases on these drugs in 1998. The case was brought by four health insurers who opted out of earlier class action settlements agreed to by the Company in 2001 and represents the last remaining antitrust claims relating to Mylan's 1998 price increases for Lorazepam and Clorazepate. Following the verdict, the Company filed a motion for judgment as a matter of law, a motion for a new trial, a motion to dismiss two of the insurers and a motion to reduce the verdict. On December 20, 2006, the Company's motion for judgment as a matter of law and motion for a new trial were denied and the remaining motions were denied on January 24, 2008. In post-trial filings, the plaintiffs requested that the verdict be trebled and that request was granted on January 24, 2008. On February 6, 2008, a judgment was issued against Mylan and its co-defendants in the total amount of approximately $69.0 million, which, in the case of three of the plaintiffs, reflects trebling of the compensatory damages in the original verdict (approximately $11.0 million in total) and, in the case of the fourth plaintiff, reflects their amount of the compensatory damages in the original jury verdict plus doubling this compensatory damage award as punitive damages assessed against each of the defendants (approximately $58.0 million in total), some or all of which may be subject to indemnification obligations by Mylan. Plaintiffs are also seeking an award of attorneys' fees and litigation costs in unspecified amounts and prejudgment interest of approximately $8.0 million. The Company and its co-defendants appealed to the U.S. Court of Appeals for the D.C. Circuit and have challenged the verdict as legally erroneous on multiple grounds. The appeals were held in abeyance pending a ruling on the motion for prejudgment interest, which has been granted. Mylan has contested this ruling along with the liability finding and other damages awards as part of its appeal, which was filed in the Court of Appeals for the D.C. Circuit. On January 18, 2011, the Court of Appeals issued a judgment remanding the case to the District Court for further proceedings based on lack of diversity with respect to certain plaintiffs. On June 13, 2011, Mylan filed a certiorari petition with the U.S. Supreme Court requesting review of the judgment of the D.C. Circuit. On October 3, 2011, the certiorari petition was denied. The case is now proceeding before the District Court. On January 14, 2013, following limited court-ordered jurisdictional discovery, the plaintiffs filed a fourth amended complaint containing additional factual averments with respect to the diversity of citizenship of the parties, along with a motion to voluntarily dismiss 775 (of 1,387) self-funded customers whose presence would destroy the District Court's diversity jurisdiction. The plaintiffs also moved for a remittitur (reduction) of approximately $8.1 million from the full damages award. Mylan's brief in response to the new factual averments in the complaint was filed on

February 13, 2013. On July 29, 2014, the court granted both plaintiffs' motion to amend the complaint and their motion to dismiss 775 self-funded customers.

In connection with the Company's appeal of the judgment, the Company submitted a surety bond underwritten by a third-party insurance company in the amount of $74.5 million in February 2008. On May 30, 2012, the District Court ordered the amount of the surety bond reduced to $66.6 million.

Pricing and Medicaid Litigation

Beginning in September 2003, Mylan, MPI and/or Mylan Institutional Inc. (formerly known as UDL Laboratories, Inc. and hereafter "MII"), a wholly owned subsidiary of the Company, together with many other pharmaceutical companies, were named in civil lawsuits filed by state attorneys general ("AGs") and municipal bodies within the state of New York alleging generally that the defendants defrauded the state Medicaid systems by allegedly reporting Average Wholesale Prices ("AWP") and/or "Wholesale Acquisition Costs" that exceeded the actual selling price of the defendants' prescription drugs, causing state programs to overpay pharmacies and other providers. Mylan, MPI and/or MII were named as defendants in substantially similar civil lawsuits filed by the AGs of Alabama, Alaska, California, Florida, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Massachusetts, Mississippi, Missouri, Oklahoma, South Carolina, Texas, Utah and Wisconsin, and also by the city of New York and approximately 40 counties across New York State. Several of these cases were transferred to the AWP multi-district litigation proceedings pending in the U.S. District Court for the District of Massachusetts for pretrial proceedings. Other cases have been litigated in the state courts in which they were filed. Each of the cases involved money damages, civil penalties and/or double, treble or punitive damages, counsel fees and costs, equitable relief and/or injunctive relief. Mylan and its subsidiaries have denied liability and have defended each of these actions vigorously.

In May 2008, an amended complaint was filed in the U.S. District Court for the District of Massachusetts by a private plaintiff on behalf of the United States of America against Mylan, MPI, MII and several other generic manufacturers. The original complaint was filed under seal in April 2000, and Mylan, MPI and MII were added as parties in February 2001. The claims against Mylan, MPI, MII and the other generic manufacturers were severed from the April 2000 complaint (which remains under seal) as a result of the federal government's decision not to intervene in the action as to those defendants. The complaint alleged violations of the False Claims Act and set forth allegations substantially similar to those alleged in the state AG cases mentioned in the preceding paragraph and purported to seek nationwide recovery of any and all alleged overpayment of the "federal share" under the Medicaid program, as well as treble damages and civil penalties. In December 2010, the Company completed a settlement of this case (except for the claims related to the California federal share) and the Texas state action mentioned above. This settlement resolved a significant portion of the damages claims asserted against Mylan, MPI and MII in the various pending pricing litigations. In addition, Mylan reached settlements of the Alabama, Alaska, California (including the federal share), Florida, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Massachusetts, Mississippi, New York state and county, Oklahoma, South Carolina, Utah and Wisconsin state actions, which comprise the balance of all such lawsuits that have been filed against Mylan. The Company had accrued approximately $56.0 million at December 31, 2013. There were $54.3 million of settlement payments made during the nine months ended September 30, 2014.

Dey L.P. (now known as Mylan Specialty L.P. and herein as "Mylan Specialty"), a wholly owned subsidiary of the Company, was named as a defendant in several class actions brought by consumers and third-party payors. Mylan Specialty reached a settlement of these class actions, which was approved by the court and all claims have been dismissed. Additionally, a complaint was filed under seal by a plaintiff on behalf of the United States of America against Mylan Specialty in August 1997. In August 2006, the Government filed its complaint-in-intervention and the case was unsealed in September 2006. The Government asserted that Mylan Specialty was jointly liable with a codefendant and sought recovery of alleged overpayments, together with treble damages, civil penalties and equitable relief. Mylan Specialty completed a settlement of this action in December 2010. These cases all have generally alleged that Mylan Specialty falsely reported certain price information concerning certain drugs marketed by Mylan Specialty, that Mylan Specialty caused false claims to be made to Medicaid and to Medicare, and that Mylan Specialty caused Medicaid and Medicare to make overpayments on those claims.

Under the terms of the purchase agreement with Merck KGaA, Mylan is fully indemnified for the claims in the preceding paragraph and Merck KGaA is entitled to any income tax benefit the Company realizes for any deductions of amounts paid for such pricing litigation. Under the indemnity, Merck KGaA is responsible for all settlement and legal costs, and, as such, these settlements had no impact on the Company's Consolidated Statements of Operations. At September 30, 2014, the Company has accrued approximately $63.3 million in other current liabilities, which represents its estimate of the remaining amount of anticipated income tax benefits due to Merck KGaA. Substantially all of Mylan Specialty's known claims with respect to this pricing litigation have been settled.

Modafinil Antitrust Litigation and FTC Inquiry

Beginning in April 2006, Mylan and four other drug manufacturers have been named as defendants in civil lawsuits filed in or transferred to the U.S. District Court for the Eastern District of Pennsylvania by a variety of plaintiffs purportedly representing direct and indirect purchasers of the drug Modafinil and in a lawsuit filed by Apotex, Inc., a manufacturer of generic drugs. These actions allege violations of federal antitrust and state laws in connection with the generic defendants' settlement of patent litigation with Cephalon relating to Modafinil. Discovery has now closed. On June 23, 2014, the court granted the defendants' motion for partial summary judgment (and denied the corresponding plaintiffs' motion) dismissing plaintiffs' claims that the defendants had engaged in an overall conspiracy to restrain trade. Additional motions remain pending.

In addition, by letter dated July 11, 2006, Mylan was notified by the U.S. Federal Trade Commission ("FTC") of an investigation relating to the settlement of the Modafinil patent litigation. In its letter, the FTC requested certain information from Mylan, MPI and Mylan Technologies, Inc. pertaining to the patent litigation and the settlement thereof. On March 29, 2007, the FTC issued a subpoena, and on April 26, 2007, the FTC issued a civil investigative demand to Mylan, requesting additional information from the Company relating to the investigation. Mylan has cooperated fully with the government's investigation and completed all requests for information. On February 13, 2008, the FTC filed a lawsuit against Cephalon in the U.S. District Court for the District of Columbia and the case has subsequently been transferred to the U.S. District Court for the Eastern District of Pennsylvania. On July 1, 2010, the FTC issued a third party subpoena to Mylan, requesting documents in connection with its lawsuit against Cephalon. Mylan has responded to the subpoena. Mylan is not named as a defendant in the FTC's lawsuit, although the complaint includes certain allegations pertaining to Mylan's settlement with Cephalon.

Minocycline

On May 1, 2012, the FTC issued a civil investigative demand to Mylan pertaining to an investigation being conducted to determine whether Medicis Pharmaceutical Corporation, Mylan, and/or other generic companies engaged in unfair methods of competition with regard to Medicis' branded Solodyn® products and generic Solodyn® products, as well as the 2010 settlement of Medicis' patent infringement claims against Mylan and Matrix Laboratories Limited (now known as Mylan Laboratories Limited). Mylan is cooperating with the FTC and has responded to the requests for information.

Beginning in July 2013, Mylan and Mylan Laboratories Limited, along with other drug manufacturers, were originally named as defendants in civil lawsuits filed by a variety of plaintiffs in the U.S. District Court for the Eastern District of Pennsylvania, the District of Arizona, and the District of Massachusetts. Those lawsuits were consolidated in the U.S. District Court for the District of Massachusetts. The plaintiffs purport to represent direct and indirect purchasers of branded or generic Solodyn®, and assert violations of federal and state laws, including allegations in connection with separate settlements by Medicis with each of the other defendants of patent litigation relating to generic Solodyn®. Plaintiffs' consolidated amended complaint was filed on September 12, 2014. Mylan and Mylan Laboratories Limited are no longer named defendants in the consolidated amended complaint.

Pioglitazone

Beginning in December 2013, Mylan, Takeda, and several other drug manufacturers have been named as defendants in civil lawsuits consolidated in the U.S. District Court for the Southern District of New York by plaintiffs which purport to represent indirect purchasers of branded or generic Actos® and Actoplus Met®. These actions allege violations of state and federal competition laws in connection with the defendants' settlements of patent litigation in 2010 relating to Actos® and Actoplus Met®. Plaintiffs filed an amended complaint on August 22, 2014. Mylan and the other defendants filed motions to dismiss the amended complaint on October 10, 2014.

European Commission Proceedings

Perindopril

On or around July 8, 2009, the European Commission (the "Commission") stated that it had initiated antitrust proceedings pursuant to Article 11(6) of Regulation No. 1/2003 and Article 2(1) of Regulation No. 773/2004 to explore possible infringement of Articles 81 and 82 EC and Articles 53 and 54 of the EEA Agreement by Les Laboratoires Servier ("Servier") as well as possible infringement of Article 81 EC by the Company's Indian subsidiary, Mylan Laboratories Limited, and four other companies, each of which entered into agreements with Servier relating to the product Perindopril. On July 30, 2012, the

European Commission issued a Statement of Objections to Servier SAS, Servier Laboratories Limited, Les Laboratories Servier, Adir, Biogaran, Krka, d.d. Novo mesto, Lupin Limited, Mylan Laboratories Limited, Mylan Inc., Niche Generics Limited, Teva UK Limited, Teva Pharmaceutical Industries Ltd., Teva Pharmaceuticals Europe B.V. and Unichem Laboratories Limited. Mylan Inc. and Mylan Laboratories Limited filed responses to the Statement of Objections. On July 9, 2014, the Commission issued a decision finding that Mylan Laboratories Limited and Mylan Inc., as well as the companies noted above (with the exception of Adir, a subsidiary of Servier), had violated European Union competition rules and fined Mylan Laboratories Limited approximately €17.2 million, including approximately €8.0 million jointly and severally with Mylan Inc. The Company has accrued $21.7 million related to this matter as of September 30, 2014, which was paid subsequent to September 30, 2014. The Company intends to appeal the decision to the General Court of the European Union.

Citalopram

On March 19, 2010, Mylan and Generics [U.K.] Limited, a wholly owned subsidiary of the Company, received notice that the Commission had opened proceedings against Lundbeck with respect to alleged unilateral practices and/or agreements related to Citalopram in the European Economic Area. On July 25, 2012 a Statement of Objections was issued to Lundbeck, Merck KGaA, Generics [U.K.] Limited, Arrow, Resolution Chemicals, Xelia Pharmaceuticals, Alpharma, A.L. Industrier and Ranbaxy. Generics [U.K.] Limited filed a response to the Statement of Objections, and vigorously defended itself against allegations contained therein. On June 19, 2013, the Commission issued a decision finding that Generics [U.K.] Limited, as well as the companies noted above, had violated European Union competition rules and fined Generics [U.K.] Limited approximately €7.8 million, jointly and severally with Merck KGaA. Generics [U.K.] Limited has appealed the Commission’s decision to the General Court of the EU. Generics [U.K.] Limited has also sought indemnification from Merck KGaA with respect to the €7.8 million proportion of the fine for which Merck KGaA and Generics [U.K.] Limited were held jointly and severally liable. Merck KGaA has counterclaimed against Generics [U.K.] Limited seeking the same. The Company had accrued approximately $10.3 million related to this matter as of September 30, 2014 and December 31, 2013. It is reasonably possible that we will incur additional losses above the amount accrued but we cannot estimate a range of such reasonably possible losses at this time. There are no assurances, however, that settlements reached and/or adverse judgments received, if any, will not exceed amounts accrued.

U.K. Competition and Markets Authority

On August 12, 2011, Generics [U.K.] Limited received notice that the Office of Fair Trading (subsequently changed to the Competition and Markets Authority (the “CMA”)) was opening an investigation to explore the possible infringement of the Competition Act 1998 and Article 101 and 102 of the Treaty on the Functioning of the European Union, with respect to alleged agreements related to Paroxetine. On April 19, 2013, a Statement of Objections was issued to GlaxoSmithKline, Generics [U.K.] Limited, Alpharma and Ivax LLC. Generics [U.K.] Limited filed a response to the Statement of Objections, defending itself against the allegations contained therein. The CMA issued a Supplementary Statement of Objections to the above-referenced parties on October 21, 2014. A decision remains pending.

South African Competition Commission

Mylan's South African affiliate received a summons and a request for appearance and information, dated February 22, 2013, from the South African Competition Committee regarding a supply agreement between Aspen Pharmacare Holdings (Pty) Ltd. and Mylan Laboratories Limited pertaining to a fixed dose combination antiretroviral product. The summons was issued in respect of two complaints in connection with this agreement. An amended complaint and Initiation Statement were received on June 21, 2013. Mylan has produced documents and information in connection with this matter. On September 12, 2014, the Competition Commission notified Mylan that the complaint would not be referred to the Competition Tribunal, the adjudicative body for competition matters. The Competition Commission investigation has therefore been closed.

Product Liability

The Company is involved in a number of product liability lawsuits and claims related to alleged personal injuries arising out of certain products manufactured and/or distributed by the Company, including but not limited to its Fentanyl Transdermal System, Phenytoin, Propoxyphene and Alendronate. The Company believes that it has meritorious defenses to these lawsuits and claims and is vigorously defending itself with respect to those matters. From time to time, the Company has agreed to settle or otherwise resolve certain lawsuits and claims on terms and conditions that are in the best interests of the Company. The Company had accrued approximately $13.4 million at September 30, 2014 and $13.8 million at December 31, 2013. It is reasonably possible that we will incur additional losses above the amount accrued but we cannot estimate a range of

such reasonably possible at this time. There are no assurances, however, that settlements reached and/or adverse judgments received, if any, will not exceed amounts accrued.

Intellectual Property

On April 16, 2012, the Federal Circuit reversed and vacated a judgment of invalidity by the United States District Court for the District of Delaware in a patent infringement lawsuit by Eurand, Inc. (now known as Aptalis Pharmatech, Inc.), Cephalon, Inc., and Anesta AG against Mylan Inc. and MPI in relation to MPI's abbreviated new drug application for Extended-release Cyclobenzaprine Hydrochloride. On May 12, 2011, the District Court found, after trial, the patents-in-suit invalid as obvious. On May 13, 2011, MPI launched its Cyclobenzaprine Hydrochloride Extended-release capsules. Plaintiffs appealed the District Court's finding of obviousness to the Federal Circuit, and on May 24, 2011, the District Court issued an injunction order enjoining Mylan from selling any additional Cyclobenzaprine products pending the Federal Circuit's decision. Plaintiffs were required to post a $10 million bond. Mylan appealed the District Court's injunction and filed a motion to stay the injunction pending resolution of the appeal. On May 25, 2011, the Federal Circuit temporarily stayed the injunction pending full briefing on Mylan's motion to stay. On July 7, 2011, the Federal Circuit reinstated the injunction preventing further sales pending a decision on the appeal. On April 16, 2012, the Federal Circuit reversed and vacated the District Court's invalidity judgment and dismissed without prejudice Mylan's appeal of the injunction. The Company filed a petition for rehearing en banc and on July 25, 2012, the petition was denied. The Company filed a petition for certiorari to the United States Supreme Court on October 23, 2012 and on January 14, 2013, the petition was denied. The case was remanded to the District Court for consideration of the issue of damages. On April 4, 2013, the District Court ordered that the effective date of approval of Mylan's Abbreviated New Drug Application shall not be earlier than the later to expire of the patents-in-suit, unless otherwise ordered by the Court, and enjoined Mylan from manufacturing, using, offering to sell, selling, or importing its products until after the later of the expiration dates of the patents-in-suit, unless otherwise ordered by the Court. On September 23, 2014, the parties executed a settlement agreement resolving the dispute and on September 24, 2014 the case was dismissed.

In these and other situations, the Company has used its business judgment to decide to market and sell products, notwithstanding the fact that allegations of patent infringement(s) or other potential third party rights have not been finally resolved by the courts. The risk involved in doing so can be substantial because the remedies available to the owner of a patent for infringement may include a reasonable royalty on sales or damages measured by the profits lost by the patent owner. In the case of willful infringement, the definition of which is subjective, such damages may be increased up to three times. Moreover, because of the discount pricing typically involved with bioequivalent products, patented branded products generally realize a substantially higher profit margin than bioequivalent products. An adverse decision in any case could have a material adverse effect on our financial position, results of operations and cash flows.

Other Litigation

The Company is involved in various other legal proceedings that are considered normal to its business, including but not limited to certain proceedings assumed as a result of the acquisition of the former Merck Generics business and Agila. While it is not possible to predict the ultimate outcome of such other proceedings, the ultimate outcome of any such proceeding is not currently expected to be material to the Company's financial position, results of operations or cash flows.

ITEM 2. *MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS*

The following discussion and analysis addresses material changes in the financial condition and results of operations of Mylan Inc. and subsidiaries (the "Company", "Mylan", "our" or "we") for the periods presented. This discussion and analysis should be read in conjunction with the Consolidated Financial Statements, the related Notes to Consolidated Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations included in the Company's Annual Report on Form 10-K for the year ended December 31, 2013, as updated by the Company's Current Report on Form 8-K filed on August 6, 2014, the unaudited interim financial statements and related Notes included in Part I — ITEM 1 of this Quarterly Report on Form 10-Q ("Form 10-Q") and our other Securities and Exchange Commission ("SEC") filings and public disclosures. The interim results of operations and cash flows for the nine months ended September 30, 2014 are not necessarily indicative of the results to be expected for the full fiscal year or any other future period.

This Form 10-Q may contain "forward-looking statements." These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements may include, without limitation, statements about the proposed acquisition (the "Transaction") by a new public company organized in the Netherlands ("New Mylan") of both Mylan and Abbott Laboratories' ("Abbott") non-U.S. developed markets specialty and branded generics business (the "Business"), the expected timetable for completing the Transaction, benefits and synergies of the Transaction, future opportunities for the combined company and products and any other statements regarding the combined company's, the Company's and the Business's future operations, anticipated business levels, future earnings, planned activities, anticipated growth, market opportunities, strategies, competition, and other expectations and targets for future periods. These often may be identified by the use of words such as "will", "may," "could," "should," "would," "project," "believe," "anticipate," "expect," "plan," "estimate," "forecast," "potential," "intend," "continue," "target" and variations of these words or comparable words. Because forward-looking statements inherently involve risks and uncertainties, actual future results may differ materially from those expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to: the ability to meet expectations regarding the accounting and tax treatments and the timing and consummation of the Transaction; changes in relevant tax and other laws; the ability to consummate the Transaction; the conditions to the consummation of the Transaction, including the receipt of approval of the Company's shareholders; the regulatory approvals required for the Transaction not being obtained on the terms expected or on the anticipated schedule; the integration of the Business being more difficult, time-consuming, or costly than expected; operating costs, customer loss and business disruption (including, without limitation, difficulties in maintaining relationships with employees, customers, clients, or suppliers) being greater than expected following the Transaction; the retention of certain key employees of the Business being difficult; the possibility that the combined company may be unable to achieve expected synergies and operating efficiencies in connection with the Transaction within the expected time frames or at all and to successfully integrate the Business; expected or targeted future financial and operating performance and results; the capacity (prior to or after consummation of the Transaction) to bring new products to market, including but not limited to where the Company or the combined company uses its business judgment and decides to manufacture, market, and/or sell products, directly or through third parties, notwithstanding the fact that allegations of patent infringement(s) have not been finally resolved by the courts (i.e., an "at-risk launch"); the scope, timing, and outcome of any ongoing legal proceedings and the impact of any such proceedings on financial condition, results of operations and/or cash flows; the ability to protect intellectual property and preserve intellectual property rights; the effect of any changes in customer and supplier relationships and customer purchasing patterns; the ability to attract and retain key personnel; changes in third-party relationships; the impacts of competition; changes in the economic and financial conditions of the Company's business, the combined company, or the Business; the inherent challenges, risks, and costs in identifying, acquiring, and integrating complementary or strategic acquisitions of other companies, products or assets and in achieving anticipated synergies; uncertainties and matters beyond the control of management; and inherent uncertainties involved in the estimates and judgments used in the preparation of financial statements, and the providing of estimates of financial measures, in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and related standards or on an adjusted basis. For more detailed information on the risks and uncertainties associated with the Company's business activities, see the risks described in the Company's Annual Report on Form 10-K for the year ended December 31, 2013, as updated by the Company's current report on Form 8-K filed on August 6, 2014, the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2014, and below under "Risk Factors" in Part II — ITEM 1A as well as its other filings with the SEC. These risks, as well as other risks associated with the Company, New Mylan, the Business and the Transaction are also more fully discussed in the proxy statement/prospectus included in the Registration Statement on Form S-4 (the "Registration Statement") that New Mylan filed with the SEC on November 5, 2014 in connection with the Transaction. You can access the Company's and New Mylan's filings with the SEC through the SEC website at www.sec.gov, and the Company strongly encourages you to do so. The Company undertakes no obligation to update any statements herein for revisions or changes after the filing date of this Form 10-Q.

Additional Information and Where to Find It

In connection with the Transaction, New Mylan filed with the SEC the Registration Statement that includes a proxy statement of Mylan that also constitutes a prospectus of New Mylan (which Registration Statement has not yet been declared effective). INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE PROXY STATEMENT/PROSPECTUS, AND ANY OTHER RELEVANT DOCUMENTS WHEN THEY BECOME AVAILABLE, BECAUSE THEY CONTAIN, OR WILL CONTAIN, IMPORTANT INFORMATION ABOUT MYLAN, NEW MYLAN, THE BUSINESS AND THE TRANSACTION. A definitive proxy statement will be sent to shareholders of Mylan seeking approval of the Transaction after the Registration Statement is declared effective. The proxy statement/prospectus and other documents relating to the Transaction can be obtained free of charge from the SEC website at www.sec.gov.

Executive Overview

Mylan is a leading global pharmaceutical company, which develops, licenses, manufactures, markets and distributes generic, branded generic and specialty pharmaceuticals. Mylan is committed to setting new standards in health care, and our mission is to provide the world's 7 billion people access to high quality medicine. To do so, we innovate to satisfy unmet needs; make reliability and service excellence a habit; do what's right, not what's easy; and impact the future through passionate global leadership.

Mylan offers one of the industry's broadest product portfolios, including more than 1,300 marketed products, to customers in approximately 140 countries and territories. We operate a global, high quality vertically-integrated manufacturing platform, which includes more than 35 manufacturing facilities around the world and one of the world's largest active pharmaceutical ingredient ("API") operations. We also operate a strong research and development ("R&D") network that has consistently delivered a robust product pipeline. Additionally, Mylan has a specialty business that is focused on respiratory and allergy therapies.

Mylan has two segments, "Generics" and "Specialty." Generics primarily develops, manufactures, sells and distributes generic or branded generic pharmaceutical products in tablet, capsule, injectable or transdermal patch form, as well as API. Beginning in 2014, the regions within the Generics segment have been revised to North America, Europe and Rest of World. The Rest of World region includes the former Asia Pacific region, Brazil and export sales to emerging markets, which were previously included in the North America and EMEA regions, respectively. This change had no impact on Mylan's segment reporting.

Our generic pharmaceutical business is conducted primarily in the United States ("U.S.") and Canada (collectively, "North America"); Europe; and India, Australia, Japan, New Zealand and Brazil as well as our export activity into emerging markets (collectively, "Rest of World"). Our API business is conducted through Mylan Laboratories Limited ("Mylan India"), which is included within the Rest of World in our Generics segment. Specialty engages mainly in the development and sale of branded specialty injectable and nebulized products. We also report in Corporate/Other certain R&D expenses, general and administrative expenses, litigation settlements, amortization of intangible assets and certain purchase accounting items, impairment charges, if any, and other items not directly attributable to the segments.

A summary of the Generics Segment's 2013 total third party net sales and total revenues recast for the geographic change noted above is detailed below:

Recast for Geographic Changes Within the Generics Segment:

(In millions)	Three Months Ended				Nine Months Ended	Year Ended
	March 31, 2013	June 30, 2013	September 30, 2013	December 31, 2013	September 30, 2013	December 31, 2013
Generics:						
North America	$ 731.5	$ 716.5	$ 705.5	$ 853.1	$ 2,153.5	$ 3,006.6
Europe	348.5	359.4	346.5	375.3	1,054.4	1,429.7
Rest of World	327.8	374.5	346.9	389.4	1,049.2	1,438.6
Total third-party net sales	1,407.8	1,450.4	1,398.9	1,617.8	4,257.1	5,874.9
Other third-party revenues	5.0	7.8	5.5	7.5	18.3	25.8
Intersegment sales	0.6	1.9	1.7	1.5	4.2	5.7
Generics total revenues	$ 1,413.4	$ 1,460.1	$ 1,406.1	$ 1,626.8	$ 4,279.6	$ 5,906.4

Significant recent events include the following:

Abbott Branded Generics Business

On July 13, 2014, the Company entered into a definitive agreement with Abbott to acquire the Business in an all-stock transaction in which Abbott will carve out the Business and transfer it to New Mylan. Immediately following the transfer of the Business, the Company will merge with a wholly owned subsidiary of New Mylan (the "Merger"), and New Mylan will become the parent company of Mylan. The new public company will be called Mylan N.V. and will be led by the current Mylan leadership team and headquartered in Pittsburgh, Pennsylvania.

On October 21, 2014, the Company and Abbott entered into an amendment in connection with pre-closing actions required to be taken pursuant to the definitive agreement implementing the Transaction, and on November 4, 2014, the Company and Abbott entered into an amended and restated definitive agreement implementing the Transaction (the "Transaction Agreement"). On November 5, 2014, New Mylan filed a Registration Statement on Form S-4, which includes a proxy statement of Mylan as a prospectus.

Pursuant to the Transaction Agreement, Abbott will receive 110 million shares of New Mylan in exchange for the transfer of the Business, and in the Merger, each issued and outstanding share of Mylan common stock will be converted into the right to receive one New Mylan ordinary share. As a result of the Transaction, Mylan shareholders will own approximately 78% of New Mylan and Abbott's affiliates will own approximately 22% of New Mylan. New Mylan and Abbott will enter into a shareholder agreement in connection with the Transaction.

The consummation of the Transaction is subject to the satisfaction of certain customary closing conditions, including regulatory approvals and the approval of the Transaction Agreement by Mylan's shareholders. Abbott will not require shareholder approval in connection with the Transaction. The Transaction Agreement contains certain customary termination rights, including the right of either party to terminate the agreement if the Transaction is not completed by October 13, 2015, subject to extension for a period of 90 days in the event conditions relating to regulatory approvals have not been satisfied as of that date. If the Transaction Agreement is terminated in certain circumstances, including in the event that certain regulatory approvals are not obtained, approval of Mylan's shareholders is not obtained or Mylan's Board of Directors withdraws its recommendation of the Transaction or approves or recommends an alternative acquisition proposal for Mylan, Mylan will be required, at Abbott's option, to reimburse Abbott's costs and expenses incurred in connection with the Transaction (including certain restructuring related taxes), provided that Mylan will not be required to reimburse Abbott for an amount in excess of $100 million.

The Business, which is being acquired on a debt-free basis, includes more than 100 specialty and branded generic pharmaceutical products in five major therapeutic areas and includes several patent protected, novel and/or hard-to-manufacture products. As a result of the acquisition, the Company will significantly expand and strengthen its product portfolio in Europe, Japan, Canada, Australia and New Zealand. The transaction is expected to close in the first quarter of 2015.

Agila Specialties

On February 27, 2013, the Company announced that it signed definitive agreements to acquire the Agila Specialties businesses ("Agila"), a developer, manufacturer and marketer of high-quality generic injectable products, from Strides Arcolab Limited ("Strides Arcolab"). The transaction closed on December 4, 2013, and the total purchase price was approximately $1.43 billion (net of cash acquired of $3.4 million), which included estimated contingent consideration of $250 million. During the three months ended September 30, 2014, the Company entered into an agreement with Strides Arcolab to settle a portion of the contingent consideration for $150 million, for which the Company accrued $230 million at the acquisition date. As a result of this agreement, the Company recognized a gain of $80 million during the three months ended September 30, 2014, which is included in other operating (income) expense, net in the Condensed Consolidated Statements of Operations.

The remaining contingent consideration, which could total a maximum of $211 million, is primarily related to the satisfaction of certain regulatory conditions, including potential regulatory remediation costs and the resolution of certain pre-acquisition contingencies. The acquisition of Agila significantly expands and strengthens Mylan's existing injectables platform and portfolio, and also provides Mylan entry into certain new geographic markets.

Financial Summary

For the three months ended September 30, 2014, Mylan reported total revenues of $2.08 billion, compared to $1.77 billion for the three months ended September 30, 2013. This represents an increase in revenues of $316.6 million, or 17.9%. Consolidated gross profit for the current quarter was $1.01 billion, compared to $808.5 million in the comparable prior year period, an increase of $203.9 million, or 25.2%. For the current quarter, earnings from operations were $495.0 million, compared to $339.8 million for the three months ended September 30, 2013, an increase of $155.2 million, or 45.7%.

Net earnings attributable to Mylan Inc. common shareholders increased $340.2 million, or 214.1%, to $499.1 million for the three months ended September 30, 2014, compared to $158.9 million for the prior year comparable period. Diluted earnings per common share attributable to Mylan Inc. common shareholders increased from $0.40 to $1.26 for the three months ended September 30, 2014 compared to the prior year comparable period.

For the nine months ended September 30, 2014, Mylan reported total revenues of $5.64 billion, compared to $5.10 billion for the nine months ended September 30, 2013. This represents an increase in revenues of $536.3 million, or 10.5%. Consolidated gross profit for the nine months ended September 30, 2014 was $2.56 billion, compared to $2.24 billion in the comparable prior year period, an increase of $314.6 million, or 14.0%. For the nine months ended September 30, 2014, earnings from operations were $960.1 million, compared to $862.3 million for the nine months ended September 30, 2013, an increase of $97.8 million, or 11.3%.

Net earnings attributable to Mylan Inc. common shareholders increased $296.7 million, or 66.9%, to $740.2 million for the nine months ended September 30, 2014, compared to $443.5 million for the prior year comparable period. Diluted earnings per common share attributable to Mylan Inc. common shareholders increased from $1.13 to $1.86 for the nine months ended September 30, 2014 compared to the prior year comparable period. A more detailed discussion of the Company's financial results can be found below in the section titled "Results of Operations."

Results of Operations

Three Months Ended September 30, 2014, Compared to Three Months Ended September 30, 2013

Total Revenues and Gross Profit

For the current quarter, Mylan reported total revenues of $2.08 billion, compared to $1.77 billion for the comparable prior year period. Total revenues include both net sales and other revenues from third parties. Third party net sales for the

current quarter were $2.07 billion, compared to $1.76 billion for the comparable prior year period, representing an increase of $313.3 million, or 17.8%. Other third party revenues for the current quarter were $14.6 million, compared to $11.3 million for the comparable prior year period, an increase of $3.3 million.

The impact of foreign currency translation on Mylan's total revenues in the current quarter was not significant. Translating total revenues in the current quarter at prior period foreign currency exchange rates ("constant currency") would have resulted in period over period constant currency growth of approximately $313 million, or 18%. The increase in constant currency total revenues was the result of a 29% increase in net sales in Specialty combined with constant currency net sales growth in Generics of 15%, which included net sales growth in all regions. The contribution from new products, and to a lesser extent, net sales from acquired businesses, totaled approximately $221 million in the third quarter of 2014. On a constant currency basis, net sales from existing products increased approximately $88 million as a result of an increase in pricing of approximately $59 million and volume of approximately $29 million.

Cost of sales for the three months ended September 30, 2014 was $1.07 billion, compared to $958.9 million for the comparable prior year period. Cost of sales for the current quarter is impacted by the amortization of acquired intangible assets of approximately $91.5 million and restructuring and other special items of approximately $29.1 million as described further in the section titled "Adjusted Earnings." The prior year comparable period cost of sales included similar purchase accounting of approximately $85.1 million and restructuring and other special items of approximately $9.6 million. The increase in current year purchase accounting and restructuring and other special items is principally the result of increased acquisition related costs and amortization expense as a result of the Agila acquisition, which was completed in late 2013. Excluding the amounts related to purchase accounting amortization, acquisition related costs and restructuring and other special items, adjusted cost of sales in the current quarter increased to $951.0 million from $864.2 million, corresponding with the increase in sales.

Gross profit for the three months ended September 30, 2014 was $1.01 billion, and gross margins were 48.6%. For the three months ended September 30, 2013, gross profit was $808.5 million, and gross margins were 45.7%. Excluding the purchase accounting amortization, acquisition related costs and restructuring and other special items discussed in the preceding paragraph, gross margins would have been approximately 54% for the three months ended September 30, 2014 as compared to approximately 51% for the three months ended September 30, 2013. Adjusted gross margins were positively impacted in the current quarter as a result of new product introductions by approximately 250 basis points and an increase in net sales of the EpiPen® Auto-Injector by approximately 40 basis points.

From time to time, a limited number of our products may represent a significant portion of our net sales, gross profit and net earnings. Generally, this is due to the timing of new product launches and the amount, if any, of additional competition in the market. Our top ten products in terms of sales, in the aggregate, represented approximately 39% and 38% of the Company's total revenues for the three months ended September 30, 2014 and 2013, respectively.

Generics Segment

For the current quarter, Generics third party net sales were $1.61 billion, compared to $1.40 billion for the comparable prior year period, an increase of $208.5 million, or 14.9%. Foreign currency did not have a significant impact on third party net sales for the current quarter as constant currency third party net sales increased by approximately 15% when compared to the prior year period.

Third party net sales from North America were $841.8 million for the current quarter, compared to $705.5 million for the comparable prior year period, representing an increase of $136.3 million, or 19.3%. The increase in current quarter third party net sales was principally due to net sales from new products, and to a lesser extent, net sales from acquired businesses, totaling approximately $188 million, favorable pricing and maximization of key market opportunities. This increase was partially offset by lower third party net sales of existing products as a result of lower volumes. The effect of foreign currency translation was insignificant within North America.

Products generally contribute most significantly to revenues and gross margins at the time of their launch, even more so in periods of market exclusivity, or in periods of limited generic competition. As such, the timing of new product introductions can have a significant impact on the Company's financial results. The entrance into the market of additional competition generally has a negative impact on the volume and pricing of the affected products. Additionally, pricing is often affected by factors outside of the Company's control.

Third party net sales from Europe were $351.5 million for the three months ended September 30, 2014, compared to $346.5 million for the comparable prior year period, an increase of $5.0 million, or 1.4%. The effect of foreign currency translation was insignificant within Europe as constant currency third party net sales increased $5 million, or 1%. This increase was primarily the result of increased volumes in Italy and France combined with net sales from new products, and to a lesser extent, net sales from acquired businesses within the region. These increases were partially offset by lower pricing throughout Europe as a result of government-imposed pricing reductions and competitive market conditions.

Local currency net sales from Mylan's business in France decreased compared to the prior year as a result of lower pricing on existing products, partially offset by higher volumes and new product net sales. Sales in France continue to be negatively impacted by government-imposed pricing reductions and an increasingly competitive market. Our market share in France remained relatively stable in the third quarter of 2014 and we remain the market leader.

In Italy, local currency third party net sales increased in the current year versus the prior year as a result of increased volumes on existing products and new product introductions, partially offset by lower pricing.

In addition to France and Italy, certain other markets in which we do business, including Spain, have undergone government-imposed price reductions, and further government-imposed price reductions are expected in the future. Such measures, along with the tender systems discussed below, are likely to have a negative impact on sales and gross profit in these markets. However, government initiatives in certain markets that appear to favor generic products could help to mitigate this unfavorable effect by increasing rates of generic substitution and penetration.

A number of markets in which we operate have implemented, or may implement, tender systems for generic pharmaceuticals in an effort to lower prices. Generally speaking, tender systems can have an unfavorable impact on sales and profitability. Under such tender systems, manufacturers submit bids that establish prices for generic pharmaceutical products. Upon winning the tender, the winning company will receive preferential reimbursement for a period of time. The tender system often results in companies underbidding one another by proposing low pricing in order to win the tender. The loss of a tender by a third party to whom we supply API can also have a negative impact on our sales and profitability. Sales, primarily in Germany, continue to be negatively affected by the impact of tender systems.

In the Rest of World, third party net sales were $414.1 million for the three months ended September 30, 2014, compared to $346.9 million for the comparable prior year period, an increase of $67.2 million, or 19.4%. Excluding the favorable effect of foreign currency translation, calculated as described above, third party net sales would have increased by approximately $63 million, or 18%. This increase is primarily driven by higher third party net sales volumes from our operations in India, in particular, strong growth in the anti-retroviral ("ARV") franchise. Sales were also positively impacted by increases in net sales from new products and acquired businesses.

The increase in third party net sales from our operations in India, excluding the effect of foreign currency, is due to significant growth in net sales of finished dosage form ("FDF") ARV products used in the treatment of HIV/AIDS. In addition to third party net sales, the Rest of World region also supplies both FDF generic products and API to Mylan subsidiaries in conjunction with the Company's vertical integration strategy. Intercompany sales recognized by the Rest of World were approximately $184.0 million and $156.5 million in the three months ended September 30, 2014 and 2013, respectively. These intercompany sales eliminate within, and therefore are not included in, Generics or consolidated net sales.

In Japan, excluding the effect of foreign currency, third party net sales were essentially flat as a result of lower volumes, offset by new product introductions. The company continues to see Japan as a key region for future sales growth as the market expands. In Australia, local currency third party net sales increased versus the comparable prior year period as a result of new product sales, partially offset by decreases in pricing as a result of significant government-imposed pricing reform. As in Europe, both Australia and Japan have undergone government-imposed price reductions that have had, and could continue to have, a negative impact on sales and gross profit in these markets.

Specialty Segment

For the current quarter, Specialty reported third party net sales of $462.0 million, an increase of $104.8 million, or 29.3%, from $357.2 million for the comparable prior year period. The increase in Specialty net sales was due to higher net sales of the EpiPen® Auto-Injector driven by increases in volume as a result of double digit growth in the epinephrine auto-injector market, as well as favorable pricing.

Operating Expenses

Research & Development Expense

R&D for the three months ended September 30, 2014 was $158.2 million, compared to $114.0 million for the comparable prior year period, an increase of $44.2 million. R&D increased primarily due to the continued development of our respiratory and biologics programs as well as the timing of internal and external product development projects, including increased clinical activities, payroll and material costs.

Selling, General & Administrative Expense

Selling, general and administrative expense ("SG&A") for the current quarter was $418.3 million, compared to $349.8 million for the comparable prior year period, an increase of $68.5 million. Factors contributing to the increase in SG&A include increased selling and marketing costs of approximately $13 million, primarily related to the EpiPen® Auto-Injector, which includes our direct-to-consumer marketing campaign. To support anticipated new product launches within the North American region of the Generics segment, legal costs increased approximately $9 million. Additionally, employee costs increased approximately $20 million and acquisition related costs increased approximately $12 million.

Litigation Settlements, net

During the three months ended September 30, 2014 and 2013, the Company recorded a $20.9 million charge, net, and $10.1 million gain, net, respectively, for litigation settlements. The current period charge was primarily related to the settlement of an intellectual property matter. In the prior year period, the Company recognized lost profits in patent infringement matters totaling approximately $20 million, including recoveries related to product launches, which was partially offset by $6.2 million of charges related to a patent infringement matter in Europe.

Other Operating (Income) Expense, Net

During the three months ended September 30, 2014, the Company recognized a gain of $80.0 million as a result of an agreement with Strides Arcolab to settle a component of the contingent consideration related to the Agila acquisition. The gain recognized relates to lost revenues in 2014 arising from supply disruptions that resulted from on-going quality-enhancement activities initiated at certain Agila facilities prior to the Company's acquisition of Agila in 2013. In the prior year period, the Company recognized a charge of $15.0 million related to fair value adjustments to contingent consideration.

Interest Expense

Interest expense for the three months ended September 30, 2014 totaled $83.9 million, compared to $73.9 million for the three months ended September 30, 2013. The increase is primarily due to higher average debt balances, higher interest expense related to the Company's clean energy investments, amortization of discounts and premiums and accretion of contingent consideration. Included in interest expense is non-cash interest, primarily made up of the amortization of the discounts and premiums on our convertible debt instruments and senior notes totaling $7.2 million for the current quarter and $7.6 million for the comparable prior year period. Also included in interest expense is accretion of our contingent consideration liabilities related to certain acquisitions. The amount of accretion included in the current quarter is $9.0 million compared to $8.2 million for the comparable prior year period.

Other (Income) Expense, Net

Other (income) expense, net was income of $1.5 million in the current quarter, compared to expense of $70.6 million for the comparable prior year period. Other (income) expense, net includes losses from equity affiliates, foreign exchange gains and losses and interest and dividend income. In the third quarter of 2014, other (income) expense, net included foreign exchange gains of $21.2 million and other individually insignificant gains, offset by losses from equity affiliates of $22.5 million, principally related to the Company's clean energy investments. In the third quarter of 2013, other (income) expense, net included charges of approximately $63.9 million related to the redemption of the 2017 Senior Notes, comprised of the redemption premium and the write-off of deferred financing fees, and foreign exchange gains of approximately $4.0 million.

Income Tax (Benefit) Provision

Income tax (benefit) provision was a benefit of $86.8 million for the three months ended September 30, 2014, compared to a provision of $35.9 million for the comparable prior year period. The effective tax rate was (21.0)% and 18.4% for the three months ended September 30, 2014 and 2013, respectively. During the three months ended September 30, 2014, the Company received approvals from the relevant Indian regulatory authorities to legally merge its wholly owned subsidiaries, Agila Specialties Private Limited and Onco Therapies Limited, into Mylan Laboratories Limited. The merger resulted in the recognition of a deferred tax asset of $156 million for the tax deductible goodwill in excess of the book goodwill with a corresponding benefit to income tax provision.

Nine Months Ended September 30, 2014, Compared to Nine Months Ended September 30, 2013

Total Revenues and Gross Profit

For the nine months ended September 30, 2014, Mylan reported total revenues of $5.64 billion, compared to $5.10 billion for the comparable prior year period. Total revenues include both net sales and other revenues from third parties. Third party net sales for the nine months ended September 30, 2014 were $5.59 billion, compared to $5.06 billion for the comparable prior year period, representing an increase of $526.0 million, or 10.4%. Other third party revenues for the nine months ended September 30, 2014 were $48.1 million, compared to $37.8 million for the comparable prior year period, an increase of $10.3 million.

The impact of foreign currency translation on Mylan's total revenues in the current period was not significant. Translating total revenues in the current period at prior periods foreign currency exchange rates would have resulted in period over period constant currency growth of approximately $568 million, or 11%. The increase in constant currency total revenues was the result of an increase in third party net sales in Specialty combined with constant currency net sales growth in Generics of 10%, which included net sales growth in all regions. The contribution from new products, and to a lesser extent, net sales from acquired businesses, totaled approximately $441 million in the first nine months of 2014. On a constant currency basis, net sales from existing products increased approximately $117 million as a result of an increase in pricing of approximately $43 million and an increase in volume of $74 million.

Cost of sales for the nine months ended September 30, 2014 was $3.08 billion, compared to $2.86 billion for the comparable prior year period. Cost of sales for the current period is impacted by the amortization of acquired intangible assets of approximately $278.3 million and restructuring and other special items of approximately $84.7 million as described further in the section titled "Adjusted Earnings." The prior year comparable period cost of sales included similar purchase accounting of approximately $262.7 million and restructuring and other special items of approximately $26.8 million. The increase in current year purchase accounting and restructuring and other special items is principally the result of increased acquisition related costs and amortization expense as a result of the Agila acquisition, which was completed in late 2013. Excluding the amounts related to purchase accounting amortization, acquisition related costs and restructuring and other special items, adjusted cost of sales in the current period increased slightly to $2.71 billion from $2.57 billion corresponding with the increase in net sales.

Gross profit for the nine months ended September 30, 2014 was $2.56 billion, and gross margins were 45.4%. For the nine months ended September 30, 2013, gross profit was $2.24 billion, and gross margins were 44.0%. Excluding the purchase accounting amortization, acquisition related costs and restructuring and other special items discussed in the preceding paragraph, gross margins would have been approximately 52% for the nine months ended September 30, 2014 as compared to approximately 50% for the nine months ended September 30, 2013. Adjusted gross margins were positively impacted in the current period as a result of new product introductions by approximately 175 basis points and an increase in net sales of the EpiPen® Auto-Injector by approximately 50 basis points.

From time to time, a limited number of our products may represent a significant portion of our net sales, gross profit and net earnings. Generally, this is due to the timing of new product launches and the amount, if any, of additional competition in the market. Our top ten products in terms of sales, in the aggregate, represented approximately 33% and 31% of the Company's total revenues for the nine months ended September 30, 2014 and 2013, respectively.

Generics Segment

For the nine months ended September 30, 2014, Generics third party net sales were $4.64 billion, compared to $4.26 billion for the comparable prior year period, an increase of $387.2 million, or 9.1%. Foreign currency had an unfavorable impact on third party net sales for the current period. When translated at prior year foreign currency exchange rates, Generics third party net sales for the current period would have increased by approximately 10% when compared to the prior year period.

Third party net sales from North America were $2.36 billion for the nine months ended September 30, 2014, compared to $2.15 billion for the comparable prior year period, representing an increase of $207.1 million, or 9.6%. The increase in third party net sales was principally due to net sales from new products, and to a lesser extent, net sales from acquired businesses, which totaled approximately $350 million for the nine months ended September 30, 2014 and maximization of key market opportunities. This increase was partially offset by lower volumes on existing products. The effect of foreign currency translation was insignificant within North America.

Products generally contribute most significantly to revenues and gross margins at the time of their launch, even more so in periods of market exclusivity, or in periods of limited generic competition. As such, the timing of new product introductions can have a significant impact on the Company's financial results. The entrance into the market of additional competition generally has a negative impact on the volume and pricing of the affected products. Additionally, pricing is often affected by factors outside of the Company's control.

Third party net sales from Europe were $1.10 billion for the nine months ended September 30, 2014, compared to $1.05 billion for the comparable prior year period, an increase of $49.0 million, or 4.6%. Excluding the favorable effect of foreign currency translation, calculated as described above, third party net sales would have increased $16 million, or 2%. This increase was primarily the result of increased volumes in France, Italy and the United Kingdom combined with net sales from new products, and to a lesser extent, net sales from acquired businesses within the region. These increases in volumes were offset by lower pricing throughout Europe as a result of government-imposed pricing reductions and competitive market conditions.

Local currency net sales from Mylan's business in France decreased when compared to the prior year as a result of lower pricing due to market conditions, partially offset by new product net sales and higher volumes on existing products. Sales in France continue to be negatively impacted by government-imposed pricing reductions and an increasingly competitive market. Our market share in France remained relatively stable for the nine months ended September 30, 2014 and we remain the market leader.

In Italy, local currency third party net sales increased in the current year versus the prior year as a result of increased volumes on existing products and new product introductions, partially offset by lower pricing.

In addition to France and Italy, certain other markets in which we do business, including Spain, have undergone government-imposed price reductions, and further government-imposed price reductions are expected in the future. Such measures, along with the tender systems discussed below, are likely to have a negative impact on sales and gross profit in these markets. However, government initiatives in certain markets that appear to favor generic products could help to mitigate this unfavorable effect by increasing rates of generic substitution and penetration.

A number of markets in which we operate have implemented, or may implement, tender systems for generic pharmaceuticals in an effort to lower prices. Generally speaking, tender systems can have an unfavorable impact on sales and profitability. Under such tender systems, manufacturers submit bids that establish prices for generic pharmaceutical products. Upon winning the tender, the winning company will receive preferential reimbursement for a period of time. The tender system often results in companies underbidding one another by proposing low pricing in order to win the tender. Additionally, the loss of a tender by a third party to whom we supply API can also have a negative impact on our sales and profitability. Sales, primarily in Germany, continue to be negatively affected by the impact of tender systems.

In the Rest of World, third party net sales were $1.18 billion for the nine months ended September 30, 2014, compared to $1.05 billion for the comparable prior year period, an increase of $131.1 million, or 12.5%. Excluding the unfavorable effect of foreign currency translation, calculated as described above, third party net sales would have increased by approximately $190 million, or 18%. This increase is primarily driven by higher third party net sales volumes from our operations in India as a result of strong growth in the ARV franchise, and in Japan, and to a lesser extent, net sales from new products and acquired businesses.

The increase in third party net sales from our operations in India, excluding the effect of foreign currency, is due to significant growth in net sales of finished dosage form FDF ARV products used in the treatment of HIV/AIDS. In addition to third party net sales, the Rest of World region also supplies both FDF generic products and API to Mylan subsidiaries in conjunction with the Company's vertical integration strategy. Intercompany sales recognized by the Rest of World were approximately $535.3 million and $505.2 million in the nine months ended September 30, 2014 and 2013, respectively. These intercompany sales eliminate within, and therefore are not included in, Generics or consolidated net sales.

In Japan, excluding the effect of foreign currency, third party net sales increased as a result of higher volumes and new product introductions. In Australia, local currency third party net sales decreased versus the comparable prior year period as a result of significant government-imposed pricing reform and lower volumes on existing products, partially offset by increased volumes on new products. As in Europe, both Australia and Japan have undergone government-imposed price reductions that have had, and could continue to have, a negative impact on sales and gross profit in these markets.

Specialty Segment

For the nine months ended September 30, 2014, Specialty reported third party net sales of $944.5 million, an increase of $138.8 million, or 17.2%, from $805.7 million for the comparable prior year period. The increase in Specialty net sales was the result of higher net sales of the EpiPen® Auto-Injector as a result of favorable pricing. Volumes were essentially flat compared to the prior year period as increases in volume from double digit growth in the epinephrine auto-injector market were offset by decreases in volume from declines in wholesaler inventory levels during the beginning of 2014.

Operating Expenses

Research & Development Expense

R&D for the nine months ended September 30, 2014 was $431.6 million, compared to $351.9 million for the comparable prior year period, an increase of $79.7 million. R&D increased primarily due to the continued development of our respiratory and biologics programs as well as the timing of internal and external product development projects and $17.5 million in up front licensing payments. In the prior year, the Company incurred licensing payments of approximately $23.0 million.

Selling, General & Administrative Expense

SG&A expense for the nine months ended September 30, 2014 was $1.20 billion, compared to $1.03 billion for the comparable prior year period, an increase of $171.6 million. Factors contributing to the increase in SG&A include increased selling and marketing costs of approximately $52 million primarily related to the EpiPen® Auto-Injector, which includes our direct-to-consumer marketing campaign. To support anticipated new product launches within the North American region of the Generics segment, legal costs increased approximately $17 million. Additionally, employee costs increased approximately $41 million and the Company incurred a loss on the disposal of certain assets of approximately $11 million.

Litigation Settlements, net

During the nine months ended September 30, 2014 and 2013, the Company recorded a $47.2 million charge, net, and $1.4 million gain, net, respectively. The current period charge was primarily related to a European Commission matter of $21.7 million, the settlement of an intellectual property matter and, to a lesser extent, litigation settlements related to product liability claims. In the prior year, the Company recognized a gain for lost profits in patent-infringement matters, including recoveries related to product launches, totaling approximately $20 million, which was partially offset by a $10.3 million charge related to a European Commission matter and $6.2 million of charges related to a patent infringement matter in Europe.

Other Operating (Income) Expense, Net

During the current period, the Company recognized a gain of $80.0 million as a result of an agreement with Strides Arcolab to settle a component of the contingent consideration related to the Agila acquisition. The gain recognized relates to lost revenues in 2014 arising from supply disruptions that resulted from on-going quality-enhancement activities initiated at certain Agila facilities prior to the Company's acquisition of Agila in 2013. In the prior year period, the Company recognized expense of $3.1 million related to fair value adjustments to contingent consideration.

Interest Expense

Interest expense for the nine months ended September 30, 2014 totaled $251.2 million, compared to $233.7 million for the nine months ended September 30, 2013. The increase is primarily due to higher average debt balances, higher interest expense related to the Company's clean energy investments and non-cash accretion of contingent consideration liabilities. Included in interest expense is non-cash interest, primarily made up of the amortization of the discounts and premiums on our convertible debt instruments and senior notes totaling $21.3 million for the nine months ended September 30, 2014 and $20.1 million for the comparable prior year period. Also included in interest expense is accretion of our contingent consideration liabilities related to certain acquisitions. The amount of accretion included in the nine months ended September 30, 2014 is $26.1 million compared to $23.9 million for the comparable prior year period.

Other (Income) Expense, Net

Other (income) expense, net was expense of $6.8 million for the nine months ended September 30, 2014, compared to expense of $74.4 million for the comparable prior year period. Other (income) expense, net includes losses from equity affiliates, foreign exchange gains and losses and interest and dividend income. In the current year, other (income) expense, net included losses from equity affiliates of approximately $65.5 million, principally related to the Company's clean energy investments, offset by foreign exchange gains of approximately $57.2 million. In the prior year, other (income) expense, net included charges of approximately $72 million related to the redemption of the 2017 Senior Notes, comprised of the redemption premium and the write-off of deferred financing fees, and losses from equity affiliates of approximately $13.1 million. These charges were partially offset by foreign exchange gains of approximately $15.8 million.

Income Tax (Benefit) Provision

Income tax (benefit) provision was a benefit of $40.5 million for the nine months ended September 30, 2014, compared to a provision of $108.6 million for the comparable prior year period. The effective tax rate was (5.8)% and 19.6% for the nine months ended September 30, 2014 and 2013, respectively. During the nine months ended September 30, 2014, the Company received approvals from the relevant Indian regulatory authorities to legally merge its wholly owned subsidiaries, Agila Specialties Private Limited and Onco Therapies Limited, into Mylan Laboratories Limited. The merger resulted in the recognition of a deferred tax asset of $156 million for the tax deductible goodwill in excess of the book goodwill with a corresponding benefit to income tax provision.

Adjusted Earnings

Adjusted earnings are an alternative view of performance used by management. Management believes that, primarily due to acquisitions, an evaluation of the Company's ongoing operations (and comparisons of its current operations with historical and future operations) would be difficult if the disclosure of its financial results were limited to financial measures prepared only in accordance with U.S. GAAP, and management also believes that investors' understanding of our performance is enhanced by these adjusted measures. Adjusted net earnings attributable to Mylan Inc. ("Adjusted Earnings") and adjusted earnings per diluted share ("Adjusted EPS") are two of the most important internal financial metrics related to the ongoing operating performance of the Company. Actual internal and forecasted operating results and annual budgets include Adjusted Earnings and Adjusted EPS, and the financial performance of the Company is measured by senior management on this basis along with other performance metrics. Management's annual incentive compensation is derived in part based on the Adjusted EPS metric.

Whenever the Company uses such non-GAAP financial measures, it will provide a reconciliation of the non-GAAP financial measures to the most closely applicable U.S. GAAP financial measure. Investors and other readers are encouraged to review the related U.S. GAAP financial measures and the reconciliation of non-GAAP financial measures to their most closely applicable U.S. GAAP financial measure set forth below and should consider non-GAAP financial measures only as a supplement to, not as a substitute for or as a superior measure to, measures of financial performance prepared in accordance with U.S. GAAP. Additionally, since Adjusted Earnings and Adjusted EPS are not financial measures determined in accordance with U.S. GAAP, they have no standardized meaning prescribed by U.S. GAAP and, therefore, may not be comparable to the calculation of similar financial measures of other companies.

The significant items excluded from Adjusted Earnings and Adjusted EPS include:

Acquisition-Related Items

The ongoing impact of certain amounts recorded in connection with acquisitions is excluded. These amounts include the amortization of intangible assets and inventory step-up, intangible asset impairment charges (including in-process research and development), accretion and the fair value adjustments related to contingent consideration and certain acquisition financing related costs. These costs are excluded because management believes that excluding them is helpful to understanding the underlying, ongoing operational performance of the business.

Restructuring and Other Special Items

Costs related to restructuring and other actions are excluded as applicable. These amounts include items such as:

- Exit costs associated with facilities to be closed or divested, including employee separation costs, impairment charges, accelerated depreciation, incremental manufacturing variances, equipment relocation costs and other exit costs;
- Certain acquisition related remediation and integration and planning costs, as well as other costs associated with acquisitions and other optimization initiatives, which are not part of a formal restructuring program, including employee separation and post-employment costs;
- The pre-tax loss of the Company's investments in clean energy investments, whose activities qualify for income tax credits under Section 45 of the U.S. Internal Revenue Code; only included in Adjusted Earnings and Adjusted EPS is the net tax effect of the entities' activities;
- Certain costs to further develop and optimize our global enterprise resource planning systems, operations and supply chain; and
- Certain costs related to new operations and significant alliances/business partnerships including certain upfront and/or milestone research and development payments.

The Company has undertaken restructurings and other optimization initiatives of differing types, scope and amount during the covered periods and, therefore, these charges should not be considered non-recurring; however, management excludes these amounts from Adjusted Earnings and Adjusted EPS because it believes it is helpful to understanding the underlying, ongoing operational performance of the business.

Litigation Settlements, net

Charges and gains related to legal matters, such as those discussed in the Notes to interim financial statements — Note 15, *Contingencies* are excluded. Normal, ongoing defense costs of the Company made in the normal course of our business are not excluded.

A reconciliation between net earnings attributable to Mylan Inc. common shareholders and diluted earnings per share attributable to Mylan Inc. common shareholders, as reported under U.S. GAAP, and Adjusted Earnings and Adjusted EPS for the periods shown follows:

	Three Months Ended September 30,				Nine Months Ended September 30,			
(In millions, except per share amounts)	2014		2013		2014		2013	
GAAP net earnings attributable to Mylan Inc. and GAAP diluted EPS	$ 499.1	$ 1.26	$ 158.9	$ 0.40	$ 740.2	$ 1.86	$ 443.5	$ 1.13
Purchase accounting related amortization (primarily included in cost of sales) [(a)]	95.3		85.1		289.8		262.7	
Litigation settlements, net	20.9		(5.4)		47.2		3.3	
Interest expense, primarily amortization of convertible debt discount	11.7		9.5		34.1		26.1	
Non-cash accretion and fair value adjustments of contingent consideration liability	9.0		23.2		26.1		27.0	
Clean energy investments pre-tax loss [(b)]	19.8		5.2		56.4		13.1	
Financing related costs (included in other income, net)	—		63.9		—		72.6	
Acquisition related costs (primarily included in cost of sales and selling, general and administrative expense)	31.5		5.3		81.0		29.9	
Restructuring and other special items included in:								
Cost of sales	11.8		9.6		32.0		26.8	
Research and development expense	1.0		1.3		17.9		25.5	
Selling, general and administrative expense	7.7		14.3		48.9		50.0	
Other (expense) income, net	(4.0)		16.8		(3.7)		20.7	
Tax effect of the above items and other income tax related items [(c)]	(241.0)		(63.4)		(373.4)		(169.4)	
Adjusted net earnings attributable to Mylan Inc. and adjusted diluted EPS	$ 462.8	$ 1.16	$ 324.3	$ 0.82	$ 996.5	$ 2.51	$ 831.8	$ 2.11
Weighted average diluted common shares outstanding	397.3		395.5		397.1		393.9	

(a) Adjustment for purchase accounting related amortization expense for the nine months ended September 30, 2013, includes $5.1 million of in-process research and development asset impairment charges.

(b) Adjustment represents exclusion of the pre-tax loss related to Mylan's investments in clean energy investments, the activities of which qualify for income tax credits under section 45 of the U.S. Internal Revenue Code. The amount is included in other (income) expense, net.

(c) Adjustment for other income tax related items includes the exclusion from adjusted net earnings for the three and nine months ended September 30, 2014 of the tax benefit of approximately $156 million related to the merger of the Company's wholly owned subsidiaries, Agila Specialties Private Limited and Onco Therapies Limited, into Mylan Laboratories Limited.

Liquidity and Capital Resources

Our primary source of liquidity is cash provided by operations, which was $888.2 million for the nine months ended September 30, 2014. We believe that existing cash of $199.6 million as of September 30, 2014 and future cash provided by

operating activities together with access to funds available under our revolving credit facility and the capital markets will continue to allow us to meet our needs for working capital, capital expenditures, interest and principal payments on debt obligations and other cash needs over the next several years. Nevertheless, our ability to satisfy our working capital requirements and debt service obligations, or fund planned capital expenditures or acquisitions, will substantially depend upon our future operating performance (which will be affected by prevailing economic conditions), and financial, business and other factors, some of which are beyond our control.

Net cash provided by operating activities increased by $199.5 million to $888.2 million for the nine months ended September 30, 2014, as compared to net cash provided by operating activities of $688.7 million for the nine months ended September 30, 2013. The net increase in cash provided by operating activities was principally due to the following:

- an increase in net earnings of $297.0 million, which includes an increase of $166.7 million in non-cash expenses, principally as a result of increased depreciation and amortization as a result of prior year acquisitions, increased losses from equity method investments, increased litigation settlements and a number of other non-cash charges including stock compensation, restructuring charges and the accretion of the contingent consideration liability;

- a net increase in the amount of cash provided by accounts receivable, including estimated sales allowances, of $260.7 million, reflecting the timing of sales, cash collections and disbursements related to sales allowances; and

- a net increase in the amount of cash provided by changes in income taxes of $38.8 million as a result of the level of estimated tax payments made during the current year.

These items were offset by the following:

- a net increase in the amount of cash used through changes in trade accounts payable of $256.1 million as a result of the timing of cash payments;

- a net increase in the amount of cash used through changes in deferred income taxes of $218.6 million; and

- an increase in the amount of cash paid for litigation settlements of $53.8 million.

Cash used in investing activities was $716.9 million for the nine months ended September 30, 2014, as compared to $363.2 million for the nine months ended September 30, 2013, an increase of $353.7 million. The increase in cash used in investing activities was principally the result of payments for product rights and other investing activities, net, which totaled $377.8 million for the nine months ended September 30, 2014 as compared to $19.1 million in the prior year period. The increase was the result of the acquisition of certain commercialization rights in the U.S. and other countries in the current year. Capital expenditures, primarily for equipment and facilities, were approximately $220.3 million in the current period, compared to $238.5 million in the comparable prior year period. The decrease, compared to 2013, is the result of the timing of expenditures. While there can be no assurance that current expectations will be realized, capital expenditures for the 2014 calendar year are expected to be approximately $300 million to $350 million. In addition, during the nine months ended September 30, 2014, restricted cash increased $76.4 million and cash paid for acquisitions totaled $50.0 million. During the nine months ended September 30, 2013, restricted cash increased $49.0 million and cash paid for acquisitions totaled $50.9 million.

Cash used in financing activities was $253.7 million for the nine months ended September 30, 2014, compared to cash used in financing activities of $316.0 million for the nine months ended September 30, 2013, a change of $62.3 million. During the nine months ended September 30, 2014, the Company repaid approximately $75.1 million of short-term borrowings under its accounts receivable securitization facility (the “Receivables Facility”) and short-term facility in India. Additionally, the Company repaid a net $60.0 million under the Revolving Facility during the nine months ended September 30, 2014. The Company also paid $150.0 million of contingent consideration to Strides Arcolab related to the Agila acquisition.

During the nine months ended September 30, 2013, the Company issued $500 million aggregate principal amount of 1.800% Senior Notes due 2016 and $650 million aggregate principal amount of 2.600% Senior Notes due 2018, the proceeds of which were principally utilized to repay the remaining balance on the U.S. Term Loans totaling approximately $1.13 billion. Also, during the nine months ended September 30, 2013, the Company redeemed its 2017 Senior Notes for a total of $608.8 million, including a $58.8 million redemption premium and the payment for the principal amount of the 2017 Senior Notes of $550 million which is included within financing activities. In addition, during the nine months ended September 30, 2013, net

borrowings under the Revolving Facility totaled $460 million and the Company borrowed an additional $157 million under the Receivables Facility. The proceeds of these borrowings were principally utilized to fund the redemption of the 2017 Senior Notes and a share repurchase program of $500 million, which resulted in the repurchase of approximately 16.3 million shares of common stock.

The Company's next significant debt maturity is November 2014, as a result of the Company announcing its intention to redeem all of its outstanding 6.000% 2018 Senior Notes on October 16, 2014 at a redemption price of 103% of the principal amount, together with accrued and unpaid interest at the redemption date. We intend to fund this maturity through future debt offerings or borrowings under the Revolving Facility. We have additional maturities in 2015 which we intend to refinance either through future debt offerings or borrowings under the Revolving Facility. In addition, our cash and cash equivalents at our foreign operations totaled $127 million at September 30, 2014. The majority of these funds represented earnings considered to be permanently reinvested to support the growth strategies of our foreign subsidiaries. The Company anticipates having sufficient U.S. liquidity, including existing borrowing capacity and cash to be generated from operations, to fund foreseeable U.S. cash needs without requiring the repatriation of foreign cash. If these funds are needed for the Company's operations in the U.S., the Company may be required to accrue and pay U.S. taxes to repatriate these funds.

As of September 30, 2014, because the closing price of our common stock for at least 20 trading days in the period of 30 consecutive trading days ending on the last trading day in the September 30, 2014 period was more than 130% of the applicable conversion reference price of $13.32, the $574 million of Cash Convertible Notes were convertible. Although de minimis conversions have been requested, the Company's experience is that convertible debentures are not normally converted by investors until close to their maturity date. Upon an investor's election to convert, the Company is required to pay the full conversion value in cash. Should holders elect to convert, the Company intends to draw on its Revolving Credit Facility to fund any principal payments. The amount payable per $1,000 notional bond would be calculated as the product of 1) the conversion reference rate (currently 75.0751) and 2) the average Daily Volume Weighted Average Price per share of common stock for a specified period following the conversion date. Any payment above the principal amount is matched by a convertible note hedge.

We are involved in various legal proceedings that are considered normal to our business. While it is not possible to predict the outcome of such proceedings, an adverse outcome in any of these proceedings could materially affect our financial position and results of operations, including our operating cash flow and could cause the market value of our common stock to decline. We have approximately $80 million accrued for such legal contingencies. For certain contingencies assumed in conjunction with the acquisition of the former Merck Generics business, Merck KGaA, the seller, has agreed to indemnify Mylan. Strides Arcolab has also agreed to indemnity Mylan for certain contingencies related to our acquisition of Agila. The inability or denial of Merck KGaA, Strides Arcolab, or another indemnitor or insurer to pay on an indemnified claim could have a material adverse effect on our financial position, results of operations or cash flows, and could cause the market value of our common stock to decline.

We are actively pursuing, and are currently involved in, joint projects related to the development, distribution and marketing of both generic and branded products. Many of these arrangements provide for payments by us upon the attainment of specified milestones. While these arrangements help to reduce the financial risk for unsuccessful projects, fulfillment of specified milestones or the occurrence of other obligations may result in fluctuations in cash flows.

We are continuously evaluating the potential acquisition of products, as well as companies, as a strategic part of our future growth. Consequently, we may utilize current cash reserves or incur additional indebtedness to finance any such acquisitions, which could impact future liquidity. In addition, on an ongoing basis, we review our operations including the evaluation of potential divestitures of products and businesses as part of our future strategy. Any divestitures could impact future liquidity.

At September 30, 2014 and December 31, 2013, we had $49.5 million and $53.2 million outstanding under existing letters of credit, respectively. Additionally, as of September 30, 2014, we had $137.8 million available under the $150 million subfacility on our Senior Credit Agreement for the issuance of letters of credit.

Mandatory minimum repayments remaining on the outstanding borrowings under the Revolving Facility and notes at notional amounts at September 30, 2014 are as follows for each of the periods ending December 31:

(In millions)	Total
2014	$ —
2015	574
2016	1,000
2017	—
2018	1,450
Thereafter	3,250
Total	$ 6,274

The Senior Credit Agreement contains customary affirmative covenants for facilities of this type, including among others, covenants pertaining to the delivery of financial statements, notices of default and certain material events, maintenance of business existence and insurance, and compliance with laws, as well as customary negative covenants for facilities of this type, including limitations on the incurrence of subsidiary indebtedness and limitations on liens, mergers and certain other fundamental changes, investments and loans, transactions with affiliates, payments of dividends and other restricted payments, and changes in our lines of business. The Senior Credit Agreement contains a maximum consolidated leverage ratio financial covenant. We have been compliant with the financial covenants during 2014, and we expect to remain in compliance for the next twelve months.

Under the Company's Receivables Facility, any amounts outstanding under the facility are recorded as a secured loan and included in short-term borrowings, and the receivables underlying any borrowings are included in accounts receivable, net, in the Condensed Consolidated Balance Sheets. At September 30, 2014, there were $350 million of short-term borrowings outstanding under the Receivables Facility. The size of the accounts receivable securitization facility may be increased from time to time, upon request by Mylan Securitization and with the consent of the purchaser agents and the Agent, up to $500 million.

During the three months ended September 30, 2014, the Company entered into an agreement with Strides Arcolab to settle a portion of the contingent consideration for $150 million, for which the Company accrued $230 million at the acquisition date. As a result of this agreement, the Company recognized a gain of $80 million during the three months ended September 30, 2014, which is included in other operating (income) expense, net in the Condensed Consolidated Statements of Operations. The remaining contingent consideration, which could total a maximum of $211 million, is primarily related to the satisfaction of certain regulatory conditions, including any potential regulatory remediation costs and the resolution of certain pre-acquisition contingencies.

Additionally, we are contractually obligated to make potential future development, regulatory and commercial milestone, royalty and/or profit sharing payments in conjunction with collaborative agreements or acquisitions we have entered into with third parties. The most significant of these payments relates to the acquisition of the respiratory delivery platform in 2011. These payments are contingent upon the occurrence of certain future events and the ultimate success of the respective projects. Given the inherent uncertainty of these events, it is unclear when, if ever, we may be required to pay such amounts or pay amounts in excess of those accrued. The amount of contingent consideration recorded for potential milestone, royalty and/or profit sharing payments was $441 million and $415 million at September 30, 2014 and December 31, 2013, respectively. In addition, the Company expects to incur approximately $35 million to $37 million of annual accretion expense related to the increase in the net present value of the contingent consideration liability.

ITEM 3. *QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK*

For a discussion of the Company's market risk, see "Item 7A. Quantitative and Qualitative Disclosures about Market Risk" in the Company's Annual Report filed on Form 10-K for the year ended December 31, 2013.

ITEM 4. ***CONTROLS AND PROCEDURES***

An evaluation was performed under the supervision and with the participation of the Company's management, including the Principal Executive Officer and the Principal Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of September 30, 2014. Based upon that evaluation, the Principal Executive Officer and the Principal Financial Officer concluded that the Company's disclosure controls and procedures were effective.

Management has not identified any changes in the Company's internal control over financial reporting that occurred during the quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. *LEGAL PROCEEDINGS*

For information regarding legal proceedings, refer to Note 15, *Contingencies*, in the accompanying Notes to interim financial statements in this Quarterly Report.

ITEM 1A. *RISK FACTORS*

Except as set forth below, there have been no material changes in the Company's risk factors from those disclosed in the Company's Form 10-K for the year ended December 31, 2013 and Form 10-Q for the three months ended June 30, 2014.

NEW MYLAN IS EXPECTED TO BE TREATED AS A NON-U.S. CORPORATION FOR U.S. FEDERAL INCOME TAX PURPOSES. ANY CHANGES TO THE TAX LAWS OR CHANGES IN OTHER LAWS, REGULATIONS, RULES, OR INTERPRETATIONS THEREOF APPLICABLE TO INVERTED COMPANIES AND THEIR AFFILIATES, WHETHER ENACTED BEFORE OR AFTER THE TRANSACTION, MAY MATERIALLY ADVERSELY AFFECT NEW MYLAN.

Under current U.S. law, New Mylan believes that it should not be treated as a U.S. corporation for U.S. federal income tax purposes as a result of the Transaction. Changes to Section 7874 of the Code or the U.S. Treasury Regulations promulgated thereunder, or interpretations thereof, could affect New Mylan's status as a non-U.S. corporation for U.S. federal income tax purposes. Any such changes could have prospective or retroactive application, and may apply even if enacted or promulgated after the Transaction has closed. If New Mylan were to be treated as a U.S. corporation for U.S. federal income tax purposes, it would likely be subject to significantly greater U.S. tax liability than currently contemplated as a non-U.S. corporation.

On August 5, 2014, the U.S. Treasury Department announced that it is reviewing a broad range of authorities for possible administrative actions that could limit the ability of a U.S. corporation to complete a transaction in which it becomes a subsidiary of a non-U.S. corporation (commonly known as an "inversion transaction") or reduce certain tax benefits after an inversion transaction takes place. On September 22, 2014, the U.S. Treasury Department issued a notice announcing its intention to promulgate certain regulations that will apply to inversion transactions completed on or after September 22, 2014.

In the notice, the U.S. Treasury Department also announced that it expects to issue additional guidance to further limit certain inversion transactions. In particular, it is considering regulations that may limit income tax treaty eligibility and the ability of certain foreign-owned U.S. corporations to deduct certain interest payments (so-called "earnings stripping"). Any such future guidance will apply prospectively, but to the extent it applies only to companies that have completed inversion transactions, it will specifically apply to companies that have completed such transactions on or after September 22, 2014. Additionally, there have been recent legislative proposals intended to limit or discourage inversion transactions. Any such future regulatory or legislative actions regarding inversion transactions, if taken, could apply to New Mylan, could disadvantage New Mylan as compared to other corporations, including non-U.S. corporations that have completed inversion transactions prior to September 22, 2014, and could have a material adverse effect on New Mylan's business, financial condition, results of operations, cash flows, and/or share price.

ANY CHANGES TO THE TAX LAWS MAY JEOPARDIZE OR DELAY THE TRANSACTION.

Each of Mylan's and Abbott's respective obligations to consummate the Transaction is subject to a condition that there shall have been no change in applicable law (whether or not such change in law is yet effective) with respect to Section 7874 of the Code (or any other U.S. tax law), or certain official interpretations thereof, that will, in the opinion of nationally recognized U.S. tax counsel, cause New Mylan to be treated as a U.S. domestic corporation for U.S. federal income tax purposes, and there shall have been no bill that would implement such a change which has been passed in identical (or substantially identical such that a conference committee is not required prior to submission of such legislation for the President of the United States' approval or veto) form by both the U.S. House of Representatives and the U.S. Senate and for which the time period for the President of the United States to sign or veto such bill has not yet elapsed. Any changes to such laws or regulations could jeopardize or delay the Transaction and/or have a material adverse effect on New Mylan's business, financial condition, results of operations, cash flows, and/or share price.

THE BUSINESS RELATIONSHIPS OF MYLAN AND THE BUSINESS, INCLUDING CUSTOMER RELATIONSHIPS, MAY BE SUBJECT TO DISRUPTION DUE TO UNCERTAINTY ASSOCIATED WITH THE TRANSACTION.

Parties with which Mylan and the Business currently do business or may do business in the future, including customers and suppliers, may experience uncertainty associated with the Transaction, including with respect to current or future business relationships with Mylan, the Business, or New Mylan. As a result, the business relationships of Mylan and the Business may be subject to disruptions if customers, suppliers, and others attempt to negotiate changes in existing business relationships or consider entering into business relationships with parties other than Mylan or the Business. For example, certain customers and collaborators have contractual consent rights or termination rights that may be triggered by a change of control or assignment of the rights and obligations of contracts that will be transferred in the Transaction. In addition, the contract manufacturing business of New Mylan could be impaired if existing or potential customers of Mylan or the Business determine not to continue or initiate contract manufacturing relationships with New Mylan. These disruptions could have a material adverse effect on the business, financial condition, results of operations, cash flows, and/or share price of Mylan or New Mylan or a material adverse effect on the business, financial condition, results of operations, and/ or cash flows of the Business. The effect of such disruptions could be exacerbated by a delay in the consummation of the Transaction or the termination of the Business Transfer Agreement.

IF COUNTERPARTIES TO CERTAIN AGREEMENTS WITH MYLAN OR THE BUSINESS DO NOT CONSENT TO THE TRANSACTION, CHANGE-OF-CONTROL RIGHTS UNDER THOSE AGREEMENTS MAY BE TRIGGERED AS A RESULT OF THE TRANSACTION, WHICH COULD CAUSE NEW MYLAN TO LOSE THE BENEFIT OF SUCH AGREEMENTS AND INCUR MATERIAL LIABILITIES OR REPLACEMENT COSTS.

Mylan and the Business are parties to agreements (including certain agreements with AbbVie Inc.) that contain change-of-control, anti-assignment, or certain other provisions that will be triggered as a result of the Transaction. If the counterparties to these agreements do not consent to the Transaction, the counterparties may have the ability to exercise certain rights (including termination rights), resulting in Mylan or the Business incurring liabilities as a consequence of breaching such agreements, or causing New Mylan to lose the benefit of such agreements or incur costs in seeking replacement agreements.

LOSS OF KEY PERSONNEL COULD LEAD TO LOSS OF CUSTOMERS, BUSINESS DISRUPTION, AND A DECLINE IN REVENUES, ADVERSELY AFFECT THE PROGRESS OF PIPELINE PRODUCTS, OR OTHERWISE ADVERSELY AFFECT THE OPERATIONS OF MYLAN, THE BUSINESS, AND NEW MYLAN.

Current and prospective employees of Mylan and the Business might experience uncertainty about their future roles with New Mylan following the consummation of the Transaction, which might adversely affect Mylan’s, the Business’s, and New Mylan’s ability to retain key managers and other employees. Competition for qualified personnel in the pharmaceutical industry is very intense. The success of New Mylan after the consummation of the Transaction will depend, in part, upon its ability to retain key employees. Mylan or the Business may lose key personnel or New Mylan may be unable to attract, retain, and motivate qualified individuals or the associated costs to New Mylan may increase significantly, which could have a material adverse effect on the business, financial condition, results of operations, cash flows, and/or share price of Mylan or New Mylan or a material adverse effect on the business, financial condition, results of operations, and/or cash flows of the Business.

ITEM 6. *EXHIBITS*

2.1	Amended and Restated Business Transfer Agreement and Plan of Merger, dated as of November 4, 2014, by and among Mylan Inc., New Moon B.V., Moon of PA Inc., and Abbott Laboratories.*
2.2	Form of 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.*
4.1	Amendment No. 6 to Rights Agreement, dated as of July 13, 2014, between the registrant and American Stock Transfer & Trust Company.
10.1	Amendment to Mylan Inc. Severance Plan, dated July 13, 2014.**
10.2	Retirement and Consulting Agreement and Release, dated August 1, 2014, by and between Harry A. Korman and Mylan Inc.**
10.3	Amendment No. 7 to Receivables Purchase Agreement, dated as of September 16, 2014, by and among Mylan Pharmaceuticals Inc., individually and as Servicer, Mylan Securitization LLC, as Seller, the Conduit Purchasers from time to time party thereto, the Committed Purchasers from time to time party thereto, the Letter of Credit Issuer from time to time a party thereto, the Purchaser Agents from time to time party thereto and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent.
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certification of Principal Executive Officer and Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

* Exhibits and schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company will furnish a copy of any omitted exhibits and schedules to the Securities and Exchange Commission upon request but may request confidential treatment for any exhibit or schedule so furnished.

** Denotes management contract or compensatory plan or arrangement.

SIGNATURES

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 thereunto duly authorized.

Mylan Inc.
(Registrant)

By: /s/ Heather Bresch

Heather Bresch
Chief Executive Officer
(Principal Executive Officer)

November 5, 2014

/s/ John D. Sheehan

John D. Sheehan
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

November 5, 2014

EXHIBIT INDEX

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** Denotes management contract or compensatory plan or arrangement.

Exhibit 2.1

EXECUTION COPY

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 INC.

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Exhibit D	-	Additional Matters
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AMENDED AND RESTATED
BUSINESS TRANSFER AGREEMENT AND PLAN OF MERGER

THIS AMENDED AND RESTATED BUSINESS TRANSFER AGREEMENT AND PLAN OF MERGER is dated as of November 4, 2014, between and among ABBOTT LABORATORIES, an Illinois corporation ("Abbott"), MYLAN INC., a Pennsylvania corporation ("Mylan"), 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 ("New Mylan"), and MOON OF PA INC., a Pennsylvania corporation ("Merger Sub"). Mylan, New Mylan and Merger Sub may be referred to herein collectively as the "Mylan Parties" and individually as a "Mylan Party". The Mylan Parties and Abbott may be referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the Parties entered into that certain Business Transfer Agreement and Plan of Merger, dated as of July 13, 2014, as amended as of October 21, 2014 (the "Original Transaction Agreement"), and the Parties now desire to amend and restate the Original Transaction Agreement (it being understood that all references herein to this Agreement refer to the Original Transaction Agreement as amended and restated hereby and that all references herein to the "date hereof" or the "date of this Agreement" refer to July 13, 2014);

WHEREAS, Abbott, directly and through its various Affiliates, is engaged in, among other things, the Business;

WHEREAS, Abbott wishes to sell, or cause its Continuing Affiliates to sell, to New Mylan or one or more of its Affiliates, and New Mylan wishes to purchase, or cause its Affiliates to purchase, from Abbott and its Continuing Affiliates all right, title and interest in and to the Business by means of the purchase and acquisition by New Mylan of (a) the French Business IP Assets and (b) following the consummation of the Reorganization, all of the issued and outstanding shares of capital stock of the Acquired Companies (the "Acquired Shares"), all upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in connection with the Business Transfer and as consideration for the French Business IP Assets and the Acquired Shares, New Mylan wishes to issue to the French Business IP Seller and the Share Sellers, and Abbott wishes to cause the French Business IP Seller and the Share Sellers to accept from New Mylan, the Consideration Shares, all upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, further in connection with the Business Transfer, the Mylan Parties wish to effectuate the merger (the "Merger") of Merger Sub, which is a wholly-owned subsidiary of New Mylan, with and into Mylan, with Mylan as the surviving corporation in the Merger;

WHEREAS, as a result of the Merger, the Mylan Common Stock will be canceled and New Mylan will cause New Mylan Ordinary Shares to be delivered to the former holders of the shares of Mylan Common Stock;

WHEREAS, (a) the respective boards of directors of Mylan and Merger Sub have each approved, declared it advisable and determined to be in the best interests of Mylan and Merger Sub, respectively, this Agreement, the plan of merger contained herein (the "Plan of Merger") and the other transactions contemplated by this Agreement, (b) the board of directors of New Mylan has determined that the transactions contemplated by this Agreement are in the best interest of New Mylan and has approved this Agreement and the transactions contemplated by this Agreement and (c) the board of directors of Mylan has directed that this Agreement and the Plan of Merger be submitted to the shareholders of Mylan entitled to vote thereon at a special meeting of such shareholders to be held for the purposes of obtaining the approval of such shareholders;

WHEREAS, the board of directors of Abbott has determined that the transactions contemplated by this Agreement are in the best interest of Abbott and has approved this Agreement and the transactions contemplated by this Agreement; and

WHEREAS, the Parties desire to make certain representations and warranties and enter into certain covenants and agreements in connection with the transactions contemplated by this Agreement and also to prescribe certain conditions to the consummation of the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and representations, warrants, covenants, agreements and conditions herein contained, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"$" means United States Dollars.

"Abbott Brands" means (a) the Trademarks "Abbott®", the stylized symbol "A®", and any variants of any of the foregoing or (b) any compound Trademarks using any of the foregoing, in each case as used immediately prior to the Closing in connection with the Business.

"Abbott Fundamental Representations" means the representations and warranties of Abbott contained in Section 4.1, Section 4.2, Section 4.3, and Section 4.14.

"Abbott Tax Representations" means the representations and warranties of Abbott contained in Section 4.13(a) – (k).

"Acquired Companies" means, collectively, the Persons set forth on Annex A of Exhibit 6.1 and shall (a) include any Additional Company and (b) exclude any Removed Company, in the case of (a) and (b), as added or removed pursuant to Section 6.2.

"Action" means any claim, action, demand, suit, litigation, arbitration, inquiry, proceeding, citation, summons, subpoena, arbitration, audit, charge, complaint, review or investigation of any nature by or before any Governmental Authority or arbitral or similar forum, whether judicial or administrative.

"Additional Matters" shall mean the transactions set forth on Exhibit D.

"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. For the purpose of this definition, "control" (including with correlative meanings, "controlled by" and "under common control with"), when used with respect to any specified Person shall mean 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. As used in this Agreement, the term "Affiliate" shall, with respect to Mylan or New Mylan for all periods following the consummation of the transactions contemplated by this Agreement, include each Acquired Company and each Acquired Company Subsidiary to be acquired pursuant to this Agreement and any Person it creates to consummate the transactions contemplated by this Agreement; provided that no Acquired Company or Acquired Company Subsidiary shall be deemed to be an "Affiliate" of Mylan or New Mylan unless and until legal title to the Securities of such Person has transferred to New Mylan or its Affiliates in accordance with the terms and provisions of this Agreement and the Ancillary Agreements. The Parties expressly acknowledge and agree that, for purposes of this Agreement, notwithstanding the Beneficial Ownership by Abbott and its Affiliates of the Consideration Shares at the Closing or any rights of Abbott and its Affiliates under the Shareholder Agreement or any other Ancillary Agreement, New Mylan and its Affiliates (including any Acquired Company or Acquired Company Subsidiary following the transfer of legal title to the Securities of such Person pursuant to this Agreement or any Ancillary Agreement) shall not be deemed "Affiliates" of Abbott and its Affiliates.

"Agreed Form" means an agreement, document or other instrument in the form attached to this Agreement or, if no form is attached, in such form as is reasonably satisfactory to the Parties, unless otherwise provided in this Agreement.

"Agreement" means this Amended and Restated Business Transfer Agreement and Plan of Merger, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Alternative Proposal" means any proposal or offer from any Person, whether or not in writing or subject to any conditions or qualifications, for or relating to any direct or indirect (i) merger, binding share exchange, recapitalization, reorganization, liquidation, dissolution, business combination or consolidation, or any similar transaction, involving New Mylan or Mylan, pursuant to which such Person (or the shareholders of such Person) would acquire, directly or indirectly, fifty percent (50%) or more of the aggregate voting power of New Mylan or Mylan or of the surviving entity in a merger involving New Mylan or Mylan or the resulting direct or indirect parent of New Mylan or Mylan or such surviving entity, (ii) sale, lease, license, exchange, mortgage, pledge, transfer or other acquisition or assumption of fifty percent (50%) or more of the consolidated net revenues, net income or assets (based on the fair

market value thereof) of New Mylan, Mylan and their respective Subsidiaries, taken as a whole, in one or a series of related transactions, or (iii) purchase, tender offer, exchange offer or other acquisition (including by way of merger, consolidation, share exchange or otherwise) that if consummated would result in the Beneficial Ownership by any Person of Securities representing fifty percent (50%) or more of the then-outstanding New Mylan Ordinary Shares or Mylan Common Stock (or of the shares of the surviving entity in a merger or of the direct or indirect parent of the surviving entity in a merger, in each case involving New Mylan or Mylan); provided that the term "Alternative Proposal" shall not include the Merger, the Business Transfer or the other transactions contemplated by this Agreement.

"Ancillary Agreements" means all written agreements, instruments, assignments or other arrangements (other than this Agreement) entered into by the Parties or any of their respective Affiliates in connection with the transactions contemplated by this Agreement, including the following: (a) the Share Transfer Documents; (b) the Shareholder Agreement; (c) the Transition Services Agreement; (d) the Joint Products Agreement; (e) the Manufacturing and Supply Agreements and (f) the Reorganization Transfer Documents.

"Automatic Shelf Registration Statement" means an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) on Form S-3.

"Beneficial Owner" means, with respect to any Securities, the "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). The terms "Beneficially Own" and "Beneficial Ownership" shall have a correlative meaning.

"Book Rate" means for any currency other than United States Dollars, the foreign exchange rates as set forth on Exhibit E.

"Books, Records and Files" means any studies, reports, records (including shipping and personnel records), books of account, invoices, Contracts, instruments, surveys, data (including financial, sales, purchasing and operating data), computer data, disks, tapes, marketing plans, customer lists, supplier lists, correspondence and other documents.

"Breda Distribution Site" means the distribution site of Abbott and its Affiliates located at Minervum 7201, 4817 ZJ Breda, the Netherlands.

"Business" means the business, operations and activities conducted at any time prior to the Closing by the Established Pharmaceutical Products segment of Abbott or any of its Affiliates of (a) developing, manufacturing, distributing, packaging, storing, or transporting the Products including regulatory functions supporting the foregoing, in each case, solely in and for the Territories; (b) marketing, promoting, using, selling or offering for sale the Products including regulatory functions supporting the foregoing, in each case, solely in the Territories; and (c) manufacturing, packaging, storing or transporting at and from the Manufacturing Facilities of products for any third parties including regulatory functions supporting the foregoing; provided, that in no event will the Business include (i) the manufacture or development of Creon® and (ii) any business, operations or activities conducted by CFR Pharmaceuticals S.A. or OJSC Veropharm or any of their respective Affiliates or any joint venture in which either of them holds an interest, regardless of where located.

"Business Contracts" means all Contracts that are used in the Business or relate to any Transferred Business Asset or Assumed Business Liability other than (a) licenses for Intellectual Property, (b) Manufacturing Contracts, (c) Site Contracts or (d) Employee Plans.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in (a) the City of New York, State of New York, (b) the City of Harrisburg, Commonwealth of Pennsylvania or (c) the jurisdiction of formation or organization of any Acquired Company.

"Business IP License Agreements" means each Contract to which Abbott or any of its Affiliates is a party under which Intellectual Property that is used exclusively in the Business is licensed (a) from Abbott or any of its Affiliates to any other Person or (b) to Abbott or any of its Affiliates from any other Person.

"Business Know-How" means any Know-How in existence as of the Closing that is used in (a) the Business and (b) the manufacture of Creon®.

"Business Material Adverse Effect" means, with respect to the Business, a Change that individually or in the aggregate (a) has had or would reasonably be expected to have a material adverse effect on the business, financial condition, operations or results of operations of the Business, taken as a whole, or (b) prevents or materially impairs or materially delays, or would reasonably be expected to prevent or materially impair or materially delay, the ability of Abbott to consummate the transactions contemplated by this Agreement (including the Reorganization and the Business Transfer); provided that, solely for purposes of clause (a), none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been, a Business Material Adverse Effect: (i) any Change generally affecting economic, regulatory or political conditions, (ii) any Change generally affecting the financial, credit, securities or other capital markets in the United States or any foreign jurisdiction, (iii) any Change generally affecting the industry in which the Business operates, (iv) any hurricane, tornado, flood, earthquake, tsunami, volcanic eruption or other natural disaster, (v) any Change occurring in national or international political conditions, including acts of war, sabotage or terrorism, or any escalation or worsening of any such acts of war, sabotage or terrorism, (vi) any Change occurring after the date of this Agreement in applicable Law or GAAP, (vii) the public announcement of the execution of this Agreement (provided, however, that this clause (vii) shall not apply to the use of Business Material Adverse Effect in Section 4.4 or the closing condition set forth in Section 10.3(a) to the extent that such condition relates to the representations and warranties set forth in Section 4.4) and (viii) any failure by Abbott with respect to the Business to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement (but not the facts or circumstances underlying or giving rise to such failure), except, with respect to the foregoing clauses (i) through (vi), to the extent that the effects of any such matter are, or would reasonably be expected to be, disproportionately adverse to the business, financial condition, operations or results of operations of the Business, taken as a whole, as compared to other companies operating in the industries and markets in which the Business operates.

"Business Transfer" means the sale, conveyance, assignment, transfer and delivery by Abbott and its Continuing Affiliates to, and the purchase and acquisition by New

Mylan of, (a) the French Business IP Assets and (b) following the consummation of the Reorganization, the Acquired Shares.

"cGMPs" means the current good manufacturing practices applicable from time to time to the manufacturing of products, including the current good manufacturing practices as specified and enforced under various guidelines including (a) the EUDRALEX Vol. 4 "Medicinals for Human and Veterinary Use: Good Manufacturing Practice", in particular Part II "Basic Requirements for Active Substances used as Starting Materials" (03 October 2005), and applicable Annexes to Vol. 4, (b) the ICH (International Conference on Harmonisation of Technical Requirements for the Registration of Pharmaceuticals for Human Use) guidelines, including ICH Q7 "ICH Good Manufacturing Practice Guide for Active Pharmaceutical Ingredients", (c) the Ordinance of the MHLW (the Ministry of Health, Labour and Welfare of Japan) on Standards for Manufacturing Control and Quality Control for Drugs and Quasi-drugs and (d) the WHO guidelines "Quality assurance of pharmaceuticals: a compendium of guidelines and related materials", volume 2 and relevant annexes.

"Change" means a change, circumstance, condition, event, effect, development or state of facts.

"Code" means the Internal Revenue Code of 1986, as amended.

"Competition/Investment Law" means any Law that is designed or intended to prohibit, restrict or regulate (a) foreign investment or (b) antitrust, monopolization, restraint of trade or competition.

"Consent" means any consent, approval, authorization, waiver, permit, grant, license, agreement, certificate, exemption, order, registration, clearance, declaration, filing or notice of, with or to any Person or under any Law, or the expiration or termination of a waiting period under any Competition/Investment Law.

"Constituent Documents" means, with respect to any Person, collectively, its organizational documents, including any certificate of incorporation, notarial deed of incorporation, certificate of formation, articles of organization, articles of association, business rules and regulations, bylaws, operating agreement, certificate of limited partnership, partnership agreement, equityholders' agreement and/or certificates of existence, as applicable.

"Continuing Affiliate" means any Affiliate of Abbott after the Closing; it being agreed and understood that any Acquired Company and any Acquired Company Subsidiary for which legal title to its Securities shall transfer to New Mylan or one of its Affiliates following the Closing pursuant to a Delayed Reorganization Closing shall not be considered Continuing Affiliates.

"Contract" means any contract, agreement, lease, sublease, license, commitment, understanding, arrangement, undertaking, warranty, guaranty, letter of credit, option, right, other instrument or other consensual obligation, whether written or oral.

"Current Assets" means the aggregate value of the Transferred Inventory and the Transferred Receivables as of the open of business on the Closing Date, in each case calculated

in accordance with Abbott's internal accounting policies set forth on Exhibit F and in a manner consistent with the preparation of the Statement of Investment Responsibility (determined on a country-by-country basis in local currency and then converted into United States Dollars at the applicable Book Rates).

"Current Liabilities" means the aggregate value of the trade accounts payable, accrued salaries and wages and other accrued current Liabilities line items on the Statement of Investment Responsibility of the Business (other than current Liabilities between Abbott and any of its Affiliates, or between any Affiliate of Abbott and any other Affiliate of Abbott) as of the open of business on the Closing Date, in each case calculated in accordance with Abbott's internal accounting policies set forth on Exhibit F and in a manner consistent with the preparation of the Statement of Investment Responsibility (determined on a country-by-country basis in local currency and then converted into United States Dollars at the applicable Book Rates).

"Development Program" means any development program to the extent conducted for the Territories, with respect to the Products (other than Creon®), as such program exists as of the Closing.

"Encumbrance" means any charge, claim, mortgage, land charge, encumbrance, encroachment, easement, right-of-way, title defect, priority notice, attachment, levy, lease or sublease, license or sublicense, pledge, security interest, option or other right to acquire an interest, right of first refusal, restriction or other lien, including any restriction on the ownership, use, voting, transfer, assignment, possession, receipt of income or other exercise of any attributes of ownership.

"Equity Right" means, with respect to any Person, any Security or obligation convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any options, calls, restricted stock, deferred stock awards, stock units, "phantom" awards, dividend equivalents or commitments relating to, or any stock appreciation rights or other instruments 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.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Rate" means the exchange rate between the applicable local currency and United States Dollars as observed by Bloomberg (ask rate or, if the local currency is in Euros, bid rate) at 9:00 a.m. Eastern Time on any given day.

"Excluded Taxes" means, without duplication, (a) all Taxes of the Acquired Companies or the Acquired Company Subsidiaries or otherwise relating to the Business for any Pre-Closing Tax Period, (b) all Taxes of Abbott and the Continuing Affiliates for any taxable period, (c) all Taxes of any Person for which any Acquired Company or Acquired Company Subsidiary becomes liable (i) as a result of being a member of a consolidated, unitary, combined or similar group prior to the Closing Date or (ii) as a transferee or successor, by Contract or

otherwise, to the extent such Taxes described in this subclause (ii) relate to an event or transaction occurring before the Closing and (d) all Taxes (including Transfer Taxes) applicable to the conveyance and transfer of the Transferred Business Assets in the Reorganization, the conveyance and transfer of the French Business IP Assets from the French IP Seller to New Mylan, the conveyance and transfer of the Acquired Shares from Abbott and the Continuing Affiliates to New Mylan and its Affiliates and any other transfer or documentary Taxes in connection therewith; provided that Excluded Taxes shall not include (x) any Taxes that are able to be recovered by New Mylan or an Acquired Company or an Acquired Company Subsidiary following their transfer to New Mylan or (y) any Taxes included in the determination of Final Modified Working Capital.

"Financial Indebtedness" of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person in connection with accounts receivable factoring arrangements, (c) all obligations of such Person evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (d) all obligations of such Person as an account party in respect of letters of credit and bankers' acceptances, (e) all obligations of such Person in connection with interest rate protection agreements, foreign currency exchange agreements or other hedging or similar arrangements, (f) all indebtedness of any other Person referred to in clauses (a) through (e) above secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance upon or in property (including accounts and Contract rights) owned by such Person and (g) agreements, undertakings or arrangements by which such Person guarantees, endorses or otherwise is liable, contingent or otherwise, for the indebtedness referred to in clauses (a) through (e) above of any other Person.

"French Business IP Assets" means those Transferred Patents owned by the French Business IP Seller and set forth on Schedule 1.1(a).

"French Business IP Seller" means Laboratoires Fournier S.A.S, a simplified corporation (*Société par actions simplifiée*) organized under the Laws of France.

"French Business IP Transfer Agreement" means the agreement in Agreed Form for the transfer of the French Business IP Assets to New Mylan.

"GAAP" means United States generally accepted accounting principles.

"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, 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 (including, in any respect, Taxes).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Insurance Proceeds" means, with respect to any insured party, those monies, net of any applicable premium adjustments (including reserves and retrospectively rated premium adjustments) and net of any costs or expenses incurred in the collection thereof, which are: (a) received by such insured party from an insurance carrier or its estate; (b) paid by an insurance carrier or its estate on behalf of such insured party; or (c) received (including by way of setoff) by such insured party from any third party in the nature of insurance, contribution or indemnification in respect of any Loss.

"Intellectual Property" means all intellectual property rights of any kind, including (a) Patents, (b) Trademarks, (c) published and unpublished works of authorship and copyrights therein, and copyright registrations and applications for registration thereof and all renewals, extensions, restorations and reversions thereof, (d) software, data, databases and compilations of information and (e) Know-How.

"Joint Products Agreement" means the joint products agreement, in Agreed Form, to be entered into between Abbott and New Mylan containing the terms and conditions set forth on Exhibit G.

"Know-How" means all technical, scientific and other know-how, trade secrets, information, inventions, developments, knowledge, technology, research, means, methods, processes, practices, formulas, instructions, skills, techniques, procedures, experiences, ideas, technical assistance, designs, drawings, assembly procedures, computer programs, apparatuses, specifications and data, results and other material, including drug discovery and development technology, assays and any other methodology, manufacturing procedures, test procedures and purification and isolation techniques, whether or not confidential, proprietary, patented or patentable and whether in written, electronic or any other form now known or hereafter developed.

"Knowledge" means, when used in connection with Abbott with respect to any matter in question, the actual knowledge of the Persons set forth on Schedule 1.1(b) and, when used in connection with Mylan with respect to any matter in question, the actual knowledge of the Persons set forth on Schedule 1.1(c).

"Law" means any national, federal, state, provincial, local, municipal, foreign, international, multinational or other constitution, law (including common law), statute, treaty, directive, rule, regulation, ordinance, code, Permit, Order or other legally enforceable requirement, agreement, procedure or interpretation of any Governmental Authority.

"Lease" means each lease, sublease, license or similar agreement pursuant to which Abbott or any of its Affiliates occupies Leased Business Real Property.

"Leased Business Real Property" means, collectively, each parcel of Real Property that is (a) used primarily in the Business and (b) leased, subleased, licensed or occupied pursuant to the terms of a similar agreement by Abbott or one of its Affiliates, as tenant; provided that Leased Business Real Property shall not include Retained Real Property.

"Liabilities" means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, known or unknown, matured or unmatured or determined or determinable, including those arising under any Law, Action or Order and those arising under any Contract.

"Losses" means any and all losses, damages, costs, Taxes, deficiencies, assessments, fees and expenses, including interest, penalties, fines, reasonable fees of attorneys' and other advisors' and other reasonable expenses and costs of defense; provided, that "Losses" shall not include any incidental, consequential, exemplary, indirect, special or punitive damages, including loss of future revenue, income or profits, business interruption, diminution of value or loss of business reputation or opportunity (except to the extent any such damages are the subject of a Third Party Claim).

"Manufacturing and Supply Agreements" means the manufacturing and supply agreements, each in the form attached as Exhibit H, to be entered into between Abbott or a Continuing Affiliate, on the one hand, and an Acquired Company or an Acquired Company Subsidiary, on the other hand, in connection with the Reorganization.

"Manufacturing Contracts" means Contracts (other than any license agreement for Intellectual Property) relating to the conduct of the operations at the Manufacturing Facilities.

"Manufacturing Facilities" means the Owned Real Property that is set forth on Schedule 1.1(d).

"Mixed-Use IP License Agreements" means each Contract to which Abbott or any of its Affiliates is a party under which Intellectual Property that is used in both the Business and any Other Abbott Businesses is licensed (a) from Abbott or any of its Affiliates to any other Person or (b) to Abbott or any of its Affiliates from any other Person.

"Modified Working Capital" means Current Assets *less* Current Liabilities.

"Mylan Common Stock" means the common stock, par value $0.50 per share, of Mylan.

"Mylan Financial Statements" means the consolidated financial statements of Mylan and the Mylan Subsidiaries included in the Mylan SEC Documents together, in the case of year-end statements, with reports thereon by Deloitte & Touche LLP, the independent auditors of Mylan for the periods included therein, including in each case a consolidated balance sheet, a consolidated statement of income, a statement of comprehensive income, a consolidated statement of stockholders' equity and a consolidated statement of cash flows, and accompanying notes.

"Mylan Fundamental Representations" means the representations and warranties of the Mylan Parties contained in Section 5.1, Section 5.2(a), Section 5.3, Section 5.4 and Section 5.12.

"Mylan Material Adverse Effect" means, with respect to Mylan, a Change that individually or in the aggregate (a) has had or would reasonably be expected to have a material adverse effect on the business, financial condition, operations or results of operations of Mylan and its Subsidiaries, taken as a whole, or (b) prevents or materially impairs or materially delays, or would reasonably be expected to prevent or materially impair or materially delay, the ability of Mylan to consummate the transactions contemplated by this Agreement (including the Merger); provided that, solely for purposes of clause (a), none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been, a Mylan Material Adverse Effect: (i) any Change generally affecting economic, regulatory or political conditions, (ii) any Change generally affecting the financial, credit, securities or other capital markets in the United States or any foreign jurisdiction, (iii) any Change generally affecting the industries in which Mylan and its Subsidiaries operate, (iv) any hurricane, tornado, flood, earthquake, tsunami, volcanic eruption or other natural disaster, (v) any Change occurring in national or international political conditions, including acts of war, sabotage or terrorism, or any escalation or worsening of any such acts of war, sabotage or terrorism, (vi) any Change occurring after the date of this Agreement in applicable Law or GAAP, (vii) the public announcement of the execution of this Agreement (provided, however, that this clause (vii) shall not apply to the use of Mylan Material Adverse Effect in the representations and warranties set forth in Section 5.6 or in the closing condition set forth in Section 10.3(a) to the extent that such condition relates to the representations and warranties set forth in Section 5.6), (viii) any failure by Mylan or its Subsidiaries to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement (but not the facts or circumstances underlying or giving rise to such failure) or (ix) any change in the market price or trading volume of the Securities of Mylan (but not the facts or circumstances underlying or giving rise to any such change), except, with respect to the foregoing clauses (i) through (vi), to the extent that the effects of any such matter are, or would reasonably be expected to be, disproportionately adverse to the business, financial condition, operations or results of operations of Mylan and its Subsidiaries, taken as a whole, as compared to other companies operating in the industries and markets in which Mylan and its Subsidiaries operate.

"Mylan Preferred Stock" means the preferred stock, par value $0.50 per share, of Mylan.

"Mylan Stock Plan" means the Amended and Restated 2003 Long-Term Incentive Plan.

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

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

"Order" means any charge, order, writ, injunction, judgment, decree, ruling, stipulation, determination, directive or award of any Governmental Authority.

"Other Abbott Businesses" means all businesses conducted as of the Closing by Abbott and its Affiliates, in each case that are not included in the Business. Other Abbott Businesses also include the activities of Abbott's corporate departments, administrative departments and other support functions.

"Other Transferred Intellectual Property" means all Intellectual Property (other than Patents, Trademarks and Know-How) owned by Abbott or any of its Affiliates that is used exclusively in the Business.

"Owned Business Real Property" means, collectively, each parcel of Owned Real Property (other than the Manufacturing Facilities) that is used primarily in the Business; provided that Owned Business Real Property shall not include Retained Real Property.

"Owned Real Property" means all the Real Property in which Abbott or any Affiliate of Abbott has a fee title (or equivalent) interest.

"Patents" means all patents, patent applications, utility models, utility model applications, petty patents, design patents and invention and patent disclosures, together with all reissues, continuations, continuations-in-part, divisions, revisions, extensions, restorations and reexaminations thereof.

"PBCL" means the Pennsylvania Business Corporation Law of 1988, as amended.

"Permit" means, other than any Registration, any approval, Consent, ratification, waiver, exemption, license, permit, concession, franchise, variance, registration, Order, clearance or other authorization issued by a Governmental Authority.

"Permitted Encumbrances" means (a) liens of landlords, liens of carriers, warehousemen, mechanics and materialmen and other similar liens imposed by Law arising in the ordinary course of business for sums not yet due and payable or by operation of Law if the underlying obligations are not delinquent or which are being contested in good faith through appropriate Action, (b) liens for Taxes and other governmental charges and assessments that are not yet due and payable or are being contested in good faith by appropriate Action during which collection or enforcement against the applicable asset is stayed, (c) liens securing rental payments under capital lease arrangements, (d) restrictions on the transferability of Securities arising under applicable Securities Laws and (e) in respect of Real Property, easements, rights-of-way, licenses, utility agreements, restrictions and other similar encumbrances that (i) do not secure Financial Indebtedness or constitute options, rights of first refusal or other pre-emptive rights to purchase such Real Property and (ii) individually or in the aggregate, do not, and would not reasonably be expected to, materially impair the use or occupancy of the Real Property subject thereto in the ordinary course of business.

"Person" means any individual, corporation, limited liability company, general or limited partnership, joint venture, association, trust, unincorporated organization or Governmental Authority or any other entity.

"Pre-Closing Tax Period" shall mean any taxable period (or portion thereof) ending before the Closing Date.

"Products" means, collectively, the products marketed, promoted and sold by the Established Pharmaceutical Products segment of Abbott and its Affiliates in the Territories, including the products listed on Schedule 1.1(e).

"Real Property" means all land and buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances relating to the foregoing.

"Registration Statement" means the registration statement on Form S-4 under the Securities Act, pursuant to which the New Mylan Ordinary Shares shall be issued in connection with the Merger, and any amendments or supplements thereto.

"Registrations" means the authorizations, registrations, approvals, clearances, licenses, certificates or exemptions issued by any Regulatory Authorities of any applicable jurisdiction, product recertifications, manufacturing approvals and authorizations, pricing and reimbursement approvals and labeling approvals used in the Business.

"Regulatory Authority" means any supranational (e.g., the European Commission, the European Chemicals Agency, the Counsel of the European Union, the European Medicines Agency), national (e.g., the Japanese Ministry of Health, Labour and Welfare, the Japanese Pharmaceuticals and Medical Devices Agency, Health Canada and the Australian Therapeutic Goods Administration), regional, federal, state, provincial or local regulatory agency, department, bureau, commission, counsel or other Governmental Authority, regulating or otherwise exercising authority over the Business.

"Reimbursement Amount" means the amount, not to exceed $100,000,000 in the aggregate, of all (a) Taxes paid or accrued as of the date of termination of this Agreement by Abbott or its Affiliates arising from the implementation of the Reorganization in accordance with the Reorganization Plan and (b) out-of-pocket costs and expenses (including fees and expenses of legal counsel, accountants, investment bankers, experts, valuation firms, appraisers and consultants) incurred as of the date of termination of this Agreement by Abbott and its Affiliates in connection with this Agreement and the transactions contemplated hereby.

"Reimbursement Amount Statement" means a written statement, executed on behalf of Abbott by a duly authorized officer, setting forth Abbott's calculation of the Reimbursement Amount.

"Reorganization Committee" means a committee consisting of an equal number of members from Mylan and members from Abbott, in each case as appointed by the applicable Party from time to time by written notice to the other Party.

"Reorganization Transfer Documents" means, collectively, such deeds, bills of sale, business transfer agreements, asset transfer agreements, demerger deeds or plans, Intellectual Property transfer agreements, endorsements, assignments, assumptions (including Liability assumption agreements), leases, subleases, affidavits and other instruments of sale,

conveyance, lease, transfer and assignment between Abbott or any Continuing Affiliate, on the one hand, and the Acquired Companies or the Acquired Company Subsidiaries, on the other hand, as may be reasonably necessary or advisable under the Laws of the relevant jurisdictions to effect the Reorganization in compliance in all respects with the Reorganization Plan, in each case, in Agreed Form.

"Resale Registration Statement" means an Automatic Shelf Registration Statement filed by New Mylan under which the Consideration Shares (or portion thereof designated by Abbott) are registered for public resale or, if New Mylan is not then eligible to file an Automatic Shelf Registration Statement, a registration statement on Form S-3, Form S-1 or other applicable form of SEC registration statement filed by New Mylan permitting the public resale of the Consideration Shares (or portion thereof designated by Abbott) in accordance with the requirements of the Securities Act.

"Retained Real Property" means the Real Property listed on Schedule 1.1(f).

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002, as amended.

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

"Securities" means, with respect to any Person, any class or series of common stock, preferred stock, membership interest and any other equity securities or capital stock of such Person, however described and whether voting or non-voting.

"Securities Act" means the Securities Act of 1933, as amended.

"Share Sellers" means the Continuing Affiliates set forth on Schedule 1.1(g) or any other additional or replacement Continuing Affiliate that Abbott designates to Mylan in writing prior to the Closing as a seller of Acquired Shares; provided that any such additional or replacement Continuing Affiliate may only be so designated by Abbott in accordance with Section 6.2(a).

"Share Transfer Documents" means the short-form share transfer agreements, forms, notarial deeds, instruments or other similar documents necessary to transfer to New Mylan the Acquired Shares in accordance with the Laws of the jurisdiction of organization, incorporation or formation of the applicable Acquired Company (including any necessary notarizations, legalizations or other attestation and execution formalities to the extent required by applicable Law), in each case, in Agreed Form and subject to the terms and conditions of this Agreement.

"Shareholder Agreement" means the shareholder agreement in the form attached as Exhibit I, to be entered into between Abbott, the Share Sellers, the French Business IP Seller and New Mylan.

"Site Contracts" means Contracts (other than any license agreement for Intellectual Property) relating to the leasing, maintenance, outfitting or other operation of any Owned Business Real Property or any Leased Business Real Property, but excluding Contracts

that exclusively relate to any activities of the Other Abbott Businesses that may be conducted at any such location.

"Stock Exchange" means the Nasdaq Global Select Market or the New York Stock Exchange, as determined by New Mylan in its sole discretion.

"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 such specified Person or one or more of its Subsidiaries.

"Tax" or "Taxes" means any U.S. federal, state, local or non-U.S. taxes, charges, fees, duties, tariffs, levies or other assessments, including income, gross receipts, net proceeds, ad valorem, turnover, real property, personal property, sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, alternative or add-on minimum, estimated, registration, withholding, social security (or similar) or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto, whether disputed or not.

"Tax Return" means any return, report, declaration, election, estimate, information statement, claim for refund and return or other document (including any related or supporting information and any amendment to any of the foregoing) filed or required to be filed with any taxing authority with respect to Taxes.

"Territories" means the territories listed on Schedule 1.1(h).

"Trademarks" means all trademarks, trade names, brand names, domain names, service marks, trade dress, logos and all other source indicators, including all goodwill associated therewith and all applications, registrations and renewals in connection therewith.

"Transfer Taxes" means any transfer, documentary, sales, use, registration, value-added and other similar Taxes (including all applicable real estate transfer Taxes and real property transfer gains Taxes).

"Transferred Intellectual Property" means the Transferred Trademarks, the Other Transferred Intellectual Property, the Business Know-How and the Transferred Patents (including the French Business IP Assets).

"Transferred Inventory" means (a) all raw materials, active pharmaceutical ingredients, excipients, intermediaries, supplies, samples, packaging and other materials, works in process, semi-finished and finished Products (i) held at, or in transit to (only to the extent owned as per the terms of supply), the Manufacturing Facilities or (ii) owned by Abbott Products Operations AG or Abbott Logistics B.V. and allocable to the Business in a manner consistent with the preparation of the Statement of Investment Responsibility, (b) finished Products that are

in transit to (only to the extent owned as per the terms of supply) the distribution sites of Abbott, any Affiliate of Abbott or any third party and designated by SKU for sale or distribution in the Territories, (c) finished Products that are located at the distribution sites of Abbott or any Affiliate of Abbott located within the Territories other than at the Breda Distribution Site or the Veghel Distribution Site and (d) finished Products that are located at the Breda Distribution Site or the Veghel Distribution Site or the distribution site of any third party to the extent designated by SKU for sale or distribution in the Territories.

"Transferred Patents" means, other than Patents for Creon®, all Patents owned by Abbott or any of its Affiliates that are used in the Business and issued by or filed with a Governmental Authority in any of the Territories, including the Patents set forth on Schedule 1.1(i).

"Transferred Receivables" means all accounts, notes and other receivables (other than intercompany accounts, notes and other receivables between Abbott and any of its Affiliates, or between any Affiliate of Abbott and any other Affiliate of Abbott) resulting from sales by Abbott or its Affiliates of Products or services to the extent generated by the Business, whether current or noncurrent, and any interest on such receivables.

"Transferred Trademarks" means all Trademarks (other than the Abbott Brands) owned by Abbott or any of its Affiliates that are used in the Business and issued by or filed with a Governmental Authority in any of the Territories, including the Trademarks set forth on Schedule 1.1(j).

"United States" means the United States of America and its territories and possessions.

"U.S. Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the City of New York, State of New York.

"Veghel Distribution Site" means the distribution site of Abbott and its Affiliates located at De Amert 603 5462 GH Veghel, the Netherlands.

"VWAP" means the per share volume-weighted average price of New Mylan Ordinary Shares as displayed under the heading VWAP Bloomberg on the Bloomberg (or, if Bloomberg ceases to publish such price, any successor service reasonably agreed by Abbott and New Mylan) page for New Mylan (or the equivalent successor if such page is not available) in respect of the Closing Date from the open of trading on the Closing Date until the close of trading on the Closing Date.

"Willful Breach" means (a) in the case of a breach of a covenant or other agreement set forth in this Agreement, a material breach of any covenant or agreement set forth in this Agreement by a Party which is the direct consequence of a deliberate act or deliberate failure to act by such Party (i) with the Knowledge that the taking of such act or failure to take such act would cause a material breach of this Agreement, or (ii) without a good faith belief that such act or failure to act was permitted by this Agreement and (b) in the case of a breach of a representation or warranty set forth in this Agreement, actual fraudulent misrepresentation,

where such representation or warranty was deliberately made and known to be materially untrue; provided, however, that any breach or failure to perform any of the covenants or other agreements contained in this Agreement by a Party's representatives who are not directors, officers, employees, shareholders, partners or members of such Party shall not constitute a Willful Breach unless the action or omission of such representative giving rise to such breach or failure was taken at the direction, or with the Knowledge, of Abbott or Mylan, as applicable, and would (absent this proviso) constitute a Willful Breach.

1.2 Glossary of Defined Terms. The following terms have the meanings set forth in the Sections set forth below:

Definition	**Section**
"$"	1.1
"Abbott"	Preamble
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ARTICLE 2

BUSINESS TRANSFER; THE MERGER

2.1 Business Transfer.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, (i) Abbott shall cause the Share Sellers to sell, convey, assign, transfer and deliver to New Mylan, free and clear of all Encumbrances, and New Mylan shall purchase, acquire and accept from the Share Sellers, all of Abbott’s and the Share Sellers’ right, title and interest in and to the Acquired Shares and (ii) Abbott shall cause the French Business IP Seller to sell, assign and transfer to New Mylan, free and clear of all Encumbrances (other than Permitted Encumbrances), and New Mylan shall purchase, acquire and accept from the French Business IP Seller, all of the French Business IP Seller’s right, title and interest in and to the French Business IP Assets.

(b) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, in consideration for the Business Transfer, New Mylan shall issue and deliver, or cause to be delivered, to the Share Sellers and the French Business IP Seller, as applicable, an aggregate of 110,000,000 New Mylan Ordinary Shares (the "Consideration Shares"). Such issuance and delivery shall be in accordance with the Final Share Allocation. New Mylan shall not be entitled to deduct and withhold any amount from the Consideration Shares for any applicable withholding Tax otherwise due under any Tax Law.

(c) At the Closing, in consideration for the Business Transfer and without any further action on the part of the Share Sellers or the French Business IP Seller, the Share Sellers and the French Business IP Seller shall be deemed to have subscribed hereunder for the Consideration Shares to be issued to the Share Sellers and the French Business IP Seller in accordance with the Final Share Allocation. In accordance with the Laws of the Netherlands, the Share Sellers and the French Business IP Seller, as a result of such deemed subscription, shall be obligated to pay up the Consideration Shares in an amount, determined solely for the purpose of satisfying such obligation, equal to the Dutch Compensation Amount to which the Share Sellers and the French Business IP Seller are entitled at the Closing, in consideration for the Business Transfer. The obligation to pay up the Consideration Shares shall be set-off against the right to receive the Dutch Compensation Amount.

(d) For the purposes of this Agreement, "Dutch Compensation Amount" means the amount equal to the Euro par value amount required to satisfy the pay up obligation resulting from the deemed subscription by the Share Sellers and the French Business IP Seller of the amount of New Mylan Ordinary Shares to be issued to the Share Sellers and the French Business IP Seller in accordance with this Section 2.1.

2.2 Exchange Agent. Prior to the Effective Time, New Mylan shall engage an institution satisfactory to Mylan to act as exchange agent in connection with the Merger and to deliver the Merger Consideration to the shareholders of Mylan (the "Exchange Agent").

2.3 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 1921 et seq. of the PBCL, Merger Sub shall be merged with and into Mylan at the Effective Time. Following the Merger, the separate corporate existence of Merger Sub shall cease and Mylan shall continue as the surviving corporation (the "Surviving Corporation").

2.4 Effective Time. Upon the Closing, Merger Sub and Mylan shall (a) file articles of merger with the Department of State of the Commonwealth of Pennsylvania (the "Articles of Merger") in such form as is required by and executed in accordance with the relevant provisions of the PBCL and (b) make all other filings or recordings required under the PBCL. The Merger shall become effective at such time as the Articles of Merger are duly filed with the Department of State of the Commonwealth of Pennsylvania, or at such subsequent time as Mylan and Abbott shall agree and as shall be specified in the Articles of Merger, but in no event prior to the completion of the transactions set forth in Section 2.1 (the date and time the Merger becomes effective being the "Effective Time").

2.5 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the PBCL. Without limiting the generality of the foregoing, and

subject thereto, at the Effective Time, the separate corporate existence of Merger Sub shall cease and all the property, rights, privileges, powers and franchises of Mylan and Merger Sub shall be vested in the Surviving Corporation, all Liabilities of Mylan and Merger Sub shall become the Liabilities of the Surviving Corporation and New Mylan shall own, directly or indirectly, all of the Equity Rights and issued and outstanding Securities of the Surviving Corporation and the Mylan Subsidiaries (excluding, from and after the Effective Time, New Mylan).

2.6 Governing Documents.

(a) At the Effective Time, the articles of incorporation of the Surviving Corporation shall be amended and restated to read in its entirety as set forth on Exhibit A. The by-laws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the by-laws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law.

(b) Mylan and New Mylan shall take, or cause to be taken, such actions as are necessary so that, effective as of the Effective Time, the Articles of Association of New Mylan shall be amended and restated to read in their entirety as set forth on Exhibit B.

(c) Mylan and New Mylan shall take, or cause to be taken, such actions as are necessary so that, as of the Effective Time, the Additional Matters shall have been implemented.

2.7 Officers and Directors. The officers of Merger Sub as of immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, until the earlier of their resignation or removal or otherwise ceasing to be an officer or until their respective successors are duly elected and qualified, as the case may be. The directors of Merger Sub as of immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, which individuals shall serve as directors of the Surviving Corporation until the earlier of their resignation or removal or otherwise ceasing to be a director or until their respective successors are duly elected and qualified.

2.8 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Parties or any of their respective shareholders:

(a) Each share of Mylan Common Stock issued and outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall be canceled and automatically converted into and become the right to receive one New Mylan Ordinary Share (the "Exchange Ratio"). As a result of the Merger, at the Effective Time, each holder of a Mylan Certificate shall cease to have any rights with respect thereto, except the right to receive the consideration payable in respect of the shares of Mylan Common Stock represented by such Mylan Certificate immediately prior to the Effective Time and any dividends or other distributions payable pursuant to Section 2.9(c), all to be delivered or paid, without interest, in consideration therefor upon surrender of such Mylan Certificate in accordance with Section 2.9(b) (or, in the case of a lost, stolen or destroyed Mylan Certificate, Section 2.9(i)), collectively, referred to as the "Merger Consideration". Each share of Mylan Common Stock held in treasury immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof and no distribution shall be made with respect thereto.

(b) Each share of Merger Sub common stock issued and outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall be canceled and retired.

2.9 Exchange of Shares and Certificates.

(a) On the terms and subject to the conditions of this Agreement, immediately following the Effective Time and as consideration for the Merger, New Mylan shall cause to be delivered to the Exchange Agent, solely for the account and benefit of the former shareholders of Mylan, a number of New Mylan Ordinary Shares equal to the total number of shares of Mylan Common Stock outstanding immediately prior to the Merger for delivery to holders of Mylan Certificates entitled to receive the Merger Consideration pursuant to Section 2.8(a). In addition, New Mylan shall make available by depositing with the Exchange Agent, as necessary from time to time after the Effective Time, cash in an amount sufficient to make the payments in respect of any dividends or distributions to which holders of shares of New Mylan Ordinary Shares may be entitled pursuant to Section 2.9(c). All cash deposited with the Exchange Agent and the New Mylan Ordinary Shares delivered to the Exchange Agent shall hereinafter be referred to collectively as the "Exchange Fund". At the Effective Time, the respective obligations of New Mylan, the Surviving Corporation and the Exchange Agent under this Section 2.9 shall be unconditional.

(b) As soon as reasonably practicable after the Effective Time, New Mylan shall cause the Exchange Agent to mail to each holder of record of a certificate representing outstanding shares of Mylan Common Stock or shares of Mylan Common Stock that are in non-certificated book-entry form, in each case, as of immediately prior to the Effective Time (either case being referred to in this Agreement, to the extent applicable, as the "Mylan Certificates"), which at the Effective Time were converted into the right to receive the Merger Consideration pursuant to Section 2.8(a), (i) a letter of transmittal (which shall specify that delivery shall be effected, and that risk of loss and title to the Mylan Certificates shall pass, only upon delivery of the Mylan Certificates to the Exchange Agent and which shall be in form and substance reasonably satisfactory to New Mylan and Mylan) and (ii) instructions for use in effecting the surrender of the Mylan Certificates in exchange for New Mylan Ordinary Shares and any dividends or other distributions payable pursuant to Section 2.9(c). Upon surrender of Mylan Certificates for cancellation to the Exchange Agent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may reasonably be required by the Exchange Agent, the holder of such Mylan Certificates shall be entitled to receive in exchange therefor that number of New Mylan Ordinary Shares (after taking into account all Mylan Certificates surrendered by such holder) to which such holder is entitled pursuant to Section 2.8(a) and any dividends or distributions payable pursuant to Section 2.9(c), and the Mylan Certificates so surrendered shall forthwith be canceled. In the event of a transfer of ownership of shares of Mylan Common Stock which is not registered in the transfer records of Mylan, the proper number of New Mylan Ordinary Shares may be delivered to a Person other than the Person in whose name the Mylan Certificate so surrendered is registered, if such Mylan Certificate shall be properly endorsed or otherwise be in proper form for transfer and the Person requesting such transfer shall pay any Transfer Taxes or other Taxes required by reason of the delivery of New Mylan Ordinary Shares to a Person other than the registered holder of such Mylan Certificate or establish to the reasonable satisfaction of

New Mylan that such Taxes have been paid or are not applicable. Until surrendered as contemplated by this Section 2.9(b), each Mylan Certificate shall be deemed at any time after the Effective Time to represent only the right to receive the Merger Consideration upon such surrender. No interest shall be paid or shall accrue on any amount payable pursuant to this Section 2.9

(c) No dividends or other distributions with respect to New Mylan Ordinary Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered Mylan Certificate with respect to the New Mylan Ordinary Shares represented thereby until such Mylan Certificate has been surrendered in accordance with this Section 2.9. Subject to applicable Law and the provisions of this Section 2.9, following surrender of any such Mylan Certificate, there shall be transferred or paid to the record holder thereof by the Exchange Agent, without interest, promptly after such surrender, the number of New Mylan Ordinary Shares transferrable in exchange therefor pursuant to this Section 2.9 and the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such New Mylan Ordinary Shares.

(d) All New Mylan Ordinary Shares transferred upon the surrender for exchange of Mylan Certificates in accordance with the terms of this Article 2 shall be deemed to have been transferred (or paid) in full satisfaction of all rights pertaining to the shares of Mylan Common Stock previously represented by such Mylan Certificates. At the Effective Time, the stock transfer books of Mylan shall be closed, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Mylan Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Mylan Certificates are presented to the Surviving Corporation or the Exchange Agent for any reason, they shall be canceled and exchanged as provided in this Article 2.

(e) Any portion of the Exchange Fund which has not been transferred to the holders of Mylan Certificates as of the one year anniversary of the Effective Time shall be delivered to New Mylan or its designee, upon demand, and the New Mylan Ordinary Shares included therein shall be sold at the best price reasonably obtainable at that time. Any holder of Mylan Certificates who has not complied with this Article 2 prior to the one year anniversary of the Effective Time shall thereafter look only to New Mylan for payment of such holder's claim for the Merger Consideration (subject to applicable abandoned property, escheat or similar Laws) but only as a general creditor for payment of such holder's portion of the cash proceeds of the sale of the New Mylan Ordinary Shares.

(f) None of Abbott, the Share Sellers, the Acquired Companies or Acquired Company Subsidiaries, New Mylan, Merger Sub or the Exchange Agent or any of their respective directors, officers, employees or agents shall be liable to any Person in respect of any New Mylan Ordinary Shares (or dividends or distributions with respect thereto) or cash from the Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(g) The Exchange Agent shall invest any cash included in the Exchange Fund as directed by New Mylan on a daily basis; provided, that no such investment or loss thereon shall affect the amounts payable to former shareholders of Mylan after the Effective Time pursuant to this Article 2. Any interest and other income resulting from such investment

shall become a part of the Exchange Fund, and any amounts in excess of the amounts payable pursuant to this Article 2 shall promptly be paid to New Mylan.

(h) New Mylan and the Exchange Agent shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement to any Person who was a holder of Mylan Common Stock immediately prior to the Effective Time such amounts as New Mylan or the Exchange Agent may be required to deduct and withhold with respect to the making of such payment under the Code or any other provision of federal, state, local or non-U.S. Tax Law. To the extent that amounts are so withheld by New Mylan or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person to whom such consideration would otherwise have been paid.

(i) If any Mylan Certificates shall have been lost, stolen or destroyed, the Exchange Agent shall deliver in exchange for such lost, stolen or destroyed Mylan Certificates, upon the making of an affidavit of that fact by the holder thereof, such New Mylan Ordinary Shares as may be required pursuant to Section 2.8(a) and any dividends or distributions payable pursuant to Section 2.9(c) provided, that New Mylan may, in its sole discretion and as a condition precedent to the delivery thereof, require the owner of such lost, stolen or destroyed Mylan Certificates to deliver an agreement of indemnification in a form reasonably satisfactory to New Mylan, or a bond in such sum as New Mylan may reasonably direct as indemnity, against any claim that may be made against New Mylan or the Exchange Agent in respect of the Mylan Certificates alleged to have been lost, stolen or destroyed.

2.10 Mylan Stock Based Awards.

(a) Each Mylan Option that is outstanding immediately prior to the Effective Time shall be converted at the Effective Time into an option to acquire, on substantially the same terms and conditions as were applicable under such Mylan Option, the number of New Mylan Ordinary Shares determined by multiplying the number of shares of Mylan Common Stock subject to such Mylan Option immediately prior to the Effective Time by the Exchange Ratio, at an exercise price per New Mylan Ordinary Share equal to (i) the exercise price per share of Mylan Common Stock pursuant to such Mylan Option divided by (ii) the Exchange Ratio (a "New Mylan Option").

(b) Each Mylan Stock Award that is outstanding immediately prior to the Effective Time shall be converted at the Effective Time into a right to receive, on substantially the same terms and conditions as were applicable under such Mylan Stock Award, the number of New Mylan Ordinary Shares determined by multiplying the number of shares of Mylan Common Stock subject to such Mylan Stock Award immediately prior to the Effective Time by the Exchange Ratio (a "New Mylan Stock Award").

(c) The adjustments provided in this Section 2.10 with respect to any Mylan Options that are "incentive stock options" (as defined in Section 422 of the Code) are intended to be effected in a manner that is consistent with Section 424(a) of the Code. The adjustments provided in this Section 2.10 with respect to any Mylan Options that are not "incentive stock options" (as defined in Section 422 of the Code) shall be made in a manner necessary to comply with Section 409A of the Code and the Treasury Regulations thereunder.

(d) Any shares of Mylan Common Stock that remain available for issuance pursuant to the Mylan Stock Plan as of the Effective Time (the "Residual Shares") shall be converted at the Effective Time into the number of New Mylan Ordinary Shares equal to the product of the number of such Residual Shares and the Exchange Ratio and following such conversion such New Mylan Ordinary Shares shall be issuable under the Mylan Stock Plan (or a successor thereto).

(e) At the Effective Time, New Mylan shall assume all the obligations of Mylan under the Mylan Stock Plan, each outstanding New Mylan Option and New Mylan Stock Award and the agreements evidencing the grants thereof. As soon as practicable after the Effective Time, New Mylan shall deliver to the holders of New Mylan Options and New Mylan Stock Awards appropriate notices setting forth such holders' rights, and the agreements evidencing the grants of such New Mylan Options and New Mylan Stock Awards shall continue in effect on the same terms and conditions (subject to the adjustments required by this Section 2.10).

(f) New Mylan shall take all company action necessary to reserve for issuance a sufficient number of New Mylan Ordinary Shares for delivery upon exercise or settlement of the New Mylan Options and New Mylan Stock Awards in accordance with this Section 2.10. As soon as reasonably practicable after the Effective Time, New Mylan shall file a registration statement or registration statements on Form S-8 (or any successor or, to the extent applicable, other appropriate form) with respect to the New Mylan Ordinary Shares subject to New Mylan Options and New Mylan Stock Awards and shall use its reasonable best efforts to maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such New Mylan Options and New Mylan Stock Awards remain outstanding.

(g) As soon as reasonably practicable following the date of this Agreement, and in any event prior to the Effective Time, the board of directors of Mylan (or, if appropriate, any committee administering the Mylan Stock Plan) and New Mylan shall adopt such resolutions and take such other actions as may be reasonably required to effectuate the foregoing provisions of this Section 2.10.

2.11 Allocation.

(a) As soon as practicable after the date of this Agreement, Abbott shall prepare and deliver to New Mylan a proposed allocation of the Consideration Shares among each of the Share Sellers (in respect of the transfer of each Acquired Company) and the French Business IP Seller (the "Share Allocation"). Such Share Allocation shall be based on Abbott's good faith estimate of the relative fair market values of the assets of each Acquired Company and Acquired Company Subsidiary deemed transferred for U.S. federal income Tax purposes in the Reorganization, the French Business IP and any other assets transferred or deemed transferred to New Mylan at the Closing. If New Mylan does not deliver written notice of any dispute (an "Allocation Dispute Notice") within thirty (30) days after receipt of the Share Allocation, the Parties agree that the Share Allocation shall be deemed the Final Share Allocation for all purposes hereunder. Prior to the end of such thirty (30) day period, New Mylan may accept the Share Allocation by delivering written notice to that effect to Abbott, in which case the Share Allocation shall be deemed the Final Share Allocation for all purposes

hereunder when such notice is given. If New Mylan delivers an Allocation Dispute Notice to Abbott within such thirty (30) day period, Abbott and New Mylan shall use reasonable best efforts to resolve such dispute during the thirty (30) day period commencing on the date Abbott receives the Allocation Dispute Notice from New Mylan. If Abbott and New Mylan do not agree upon a final resolution with respect to the Share Allocation within such thirty (30) day period, then the Share Allocation shall be submitted immediately to an internationally recognized, independent accounting or valuation firm reasonably acceptable to Abbott and New Mylan (the "Allocation Firm"). The Allocation Firm shall be requested to render a determination of the applicable dispute within thirty (30) days after referral of the matter to such Allocation Firm, which determination must be in writing and must set forth, in reasonable detail, the basis therefor. The terms of the appointment and engagement of the Allocation Firm shall be as mutually agreed upon between New Mylan and Abbott. The determination of the Allocation Firm shall be final and binding, absent manifest error. The dispute resolution under this Section 2.11(a) shall constitute an expert determination under New York CPLR Article 76. Any fees payable to the Allocation Firm shall be borne equally by New Mylan and Abbott. The Share Allocation accepted by Abbott and New Mylan or determined by the Allocation Firm, as the case may be, shall be the "Final Share Allocation". New Mylan and Abbott, on behalf of itself, the French Business IP Seller and the Share Sellers, acknowledge that the Final Share Allocation shall be done at arm's length based upon a good faith determination of fair market value.

(b) The Parties agree that the value of the consideration allocated pursuant to Section 2.11(a) shall be equal to the number of Consideration Shares allocated pursuant to the Final Share Allocation multiplied by the VWAP (such allocation of values, the "Purchase Price Allocation" and the aggregate of all such values, the "Purchase Price"). The Purchase Price Allocation together with the Final Share Allocation shall be the "Final Allocations".

(c) Except as otherwise provided in this Agreement, each of New Mylan, Abbott and each of their respective Affiliates shall be bound by the Final Allocations for purposes of determining (i) the amount and value of Consideration Shares received by each Share Seller and French Business IP Seller, (ii) any Taxes related to the transfer of the Acquired Shares and French Business IP Assets and (iii) any Taxes (including Transfer Taxes) applicable to (x) the conveyance and transfer of the Transferred Business Assets in the Reorganization and (y) the conveyance and transfer of New Mylan Ordinary Shares from New Mylan to Abbott and its Affiliates. New Mylan and Abbott shall prepare and file, and cause their respective Affiliates to prepare and file, their Tax Returns on a basis consistent with the Final Allocations. Except as otherwise provided in this Agreement, none of New Mylan, Abbott or their respective Affiliates shall take any position inconsistent with the Final Allocations in any Tax Return, in any Tax refund claim, in any Action or otherwise unless required by a final determination by an applicable Governmental Authority. If any Party, or any Affiliate of any Party, receives notice from any Governmental Authority that such Governmental Authority is disputing the Final Allocations, such Party shall promptly notify the other Parties, and Abbott and New Mylan agree to use their reasonable best efforts to defend such Final Allocations in any Action.

ARTICLE 3

CLOSING; CURRENT ASSETS

3.1 Closing Date. Subject to the terms and conditions set forth in this Agreement, the Business Transfer, the Merger and the other transactions contemplated by this Agreement shall take place at a closing (the "Closing") to be held at the offices of Baker & McKenzie LLP, 300 East Randolph Street, Suite 5000, Chicago, Illinois 60601, at 8:00 a.m., Chicago time, as soon as practicable, but in any event not later than the third (3rd) Business Day after all of the conditions set forth in Article 10 have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) or at such other place, time or date as Abbott and Mylan may mutually agree in writing (the "Closing Date"). The Parties hereby agree and acknowledge that the Closing as it relates to the Business Transfer shall be effective in the jurisdiction of incorporation or organization of each Acquired Company as of 12:01 a.m., local time, on the date of the Closing.

3.2 Closing Deliveries by Abbott. At or prior to the Closing, Abbott shall deliver, or cause to be delivered, to New Mylan or the applicable Affiliate of New Mylan:

(a) executed counterparts of one or more deeds of issuance, in Agreed Form, by means of which the Consideration Shares will be issued in accordance with Section 2.1(b);

(b) executed counterparts of each Share Transfer Document;

(c) certificates evidencing all of the Acquired Shares, endorsed in blank, or accompanied by stock powers duly executed in blank, for those Acquired Companies for which share certificates have been issued;

(d) executed counterparts of the French Business IP Transfer Agreement;

(e) executed counterparts of the Shareholder Agreement;

(f) executed counterparts of the Transition Services Agreement;

(g) executed counterparts of the Joint Products Agreement; and

(h) the certificate required by Section 10.3(a).

3.3 Closing Deliveries by the Mylan Parties. At or prior to the Closing, the applicable Mylan Parties shall deliver, or cause to be delivered, to Abbott or the applicable Affiliate of Abbott:

(a) executed counterparts of one or more deeds of issuance, in Agreed Form, by means of which the Consideration Shares will be issued in accordance with Section 2.1(b);

(b) executed counterparts of each Share Transfer Document;

(c) executed counterparts of the French Business IP Transfer Agreement;

(d) executed counterparts of the Shareholder Agreement;

(e) executed counterparts of the Transition Services Agreement;

(f) executed counterparts of the Joint Products Agreement;

(g) a general release and discharge from New Mylan, executed and delivered to Abbott, in Agreed Form, releasing and discharging each past and present director, officer, employee and agent of each Acquired Company and Acquired Company Subsidiary from any and all Liabilities to New Mylan and its Affiliates in connection with or arising out of any act or omission of any such director, officer, employee or agent, in his or her capacity as such, at or prior to the Closing; and

(h) the certificate required by Section 10.2(a).

3.4 Modified Working Capital Determination and Adjustment.

(a) As soon as practicable, but no later than seventy-five (75) days after the Closing Date, New Mylan shall prepare and deliver to Abbott a good faith calculation of Modified Working Capital, including the components thereof and in a manner consistent with the definition thereof (the "Modified Working Capital Calculation").

(b) After receipt of the Modified Working Capital Calculation, Abbott shall have sixty (60) days to review the Modified Working Capital Calculation, together with the work papers used in the preparation thereof and the other written documentation supporting the basis of New Mylan's determination of the Modified Working Capital Calculation. During such sixty (60) day period, New Mylan shall, and shall cause each of its Affiliates to, upon reasonable advance notice, provide Abbott and its Continuing Affiliates and their respective representatives with reasonable access during normal business hours and without unreasonable interference with the Mylan Parties and their respective Affiliates' operation to the books, records and employees engaged in financial accounting and related functions for the Business as may be reasonably necessary for Abbott and its Continuing Affiliates and their respective representatives to evaluate the Modified Working Capital Calculation and, if applicable, prepare written notice of any dispute regarding the Modified Working Capital Calculation (a "Dispute Notice"). If Abbott does not deliver a Dispute Notice to New Mylan within sixty (60) days after receipt of the Modified Working Capital Calculation, the Modified Working Capital Calculation shall be deemed the Final Modified Working Capital for all purposes hereunder. Prior to the end of such sixty (60) day period, Abbott may accept the Modified Working Capital Calculation by delivering written notice to that effect to New Mylan, in which case the Modified Working Capital Calculation shall be deemed the Final Modified Working Capital for all purposes hereunder when such notice is given. If Abbott delivers a Dispute Notice to New Mylan within such sixty (60) day period, Abbott and New Mylan shall use reasonable best efforts to resolve such dispute during the thirty (30) day period commencing on the date New Mylan receives the

Dispute Notice from Abbott. Any Dispute Notice delivered pursuant to this Section 3.4(b) shall specify in reasonable detail the nature and amount of any disagreements. If Abbott and New Mylan do not agree upon a final resolution with respect to any disputed items within such thirty (30) day period, then the remaining items in dispute shall be submitted immediately to an internationally recognized independent accounting firm reasonably acceptable to Abbott and New Mylan (in either case, the "Consultant"). The Consultant shall be requested to render a determination of the applicable dispute within forty-five (45) days after referral of the matter to such Consultant, which determination must be in writing and must set forth, in reasonable detail, the basis therefor. New Mylan shall cause the Acquired Companies and the Acquired Company Subsidiaries to make their financial records reasonably available to the Consultant in connection with such determination. The terms of the appointment and engagement of the Consultant shall be as mutually agreed upon between New Mylan and Abbott; provided that the Consultant shall under no circumstances be permitted to resolve (i) any disputes not within the scope of the disputes to be resolved by the Consultant pursuant to this Section 3.4 or (ii) any disputes regarding the scope of the disputes to be resolved by the Consultant pursuant to this Section 3.4, which such disputes shall in all cases be resolved in accordance with, and subject to the limitations of, Article 13. In resolving disputed items, the Consultant shall (A) make an independent calculation of the aggregate amount of all such disputed items (the "Consultant Amount") and (B) resolve all such items by choosing either (1) the aggregate amount for all such items set forth in the Modified Working Capital Calculation (the "New Mylan Proposed Amount") or (2) the aggregate amount for all such items set forth in the Dispute Notice (the "Abbott Proposed Amount"), based upon which aggregate amount is closer to the Consultant Amount. The determination of the Consultant shall be final and binding, absent manifest error. The dispute resolution under this Section 3.4(b) shall constitute an expert determination under New York CPLR Article 76. Any fees payable to the Consultant shall be borne by (x) Abbott, if the Consultant chooses the New Mylan Proposed Amount, or (y) New Mylan, if the Consultant chooses the Abbott Proposed Amount. Except as provided in the immediately preceding sentence, all other costs and expenses incurred by the Parties in connection with resolving any dispute hereunder before the Consultant shall be borne by the Party incurring such cost or expense. New Mylan and Abbott shall revise the Modified Working Capital Calculation to reflect the resolution of any disputes with respect thereto pursuant to this Section 3.4(b) and, as so revised, such Modified Working Capital Calculation shall be deemed to set forth the final Modified Working Capital for all purposes hereunder (the "Final Modified Working Capital").

(c) If the Final Modified Working Capital is less than $450,000,000, then Abbott shall deliver to New Mylan at no charge additional finished Products manufactured by Abbott and the Continuing Affiliates following Closing pursuant to purchase orders submitted by New Mylan or its Affiliates (including the Acquired Companies and the Acquired Company Subsidiaries) following the Closing in accordance with the applicable Manufacturing and Supply Agreement with a value (as determined by the price payable as of the delivery date under the applicable Manufacturing and Supply Agreement by the applicable Acquired Company or Acquired Company Subsidiary to Abbott or the applicable Continuing Affiliate, as denominated in local currency using the Book Rate) equal to the amount of such deficit. Any products delivered to New Mylan or its Affiliates pursuant to this Section 3.4(c) shall be manufactured and delivered in accordance with the applicable Manufacturing and Supply Agreement. If the Final Modified Working Capital is greater than $500,000,000, New Mylan shall pay to Abbott the amount of such excess by wire transfer of immediately available funds to an account

designated by Abbott in writing in United States Dollars within three (3) U.S. Business Days after the determination of the Final Modified Working Capital pursuant to Section 3.4(b).

(d) If finished Products are delivered to New Mylan or its Affiliates pursuant to Section 3.4(c), the Final Allocations shall be amended as mutually agreed by the Parties so that a portion of the Purchase Price is appropriately allocated to such finished Products. If a payment is made by New Mylan to Abbott pursuant to Section 3.4(c), however, the amount of such payment shall be treated as an adjustment to the Purchase Price. The Final Allocations shall be amended as mutually agreed by the Parties so that such adjustment is appropriately allocated among the Share Sellers. The provisions of Section 2.11(c) shall apply to the Final Allocations as amended by this Section 3.4(d).

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF ABBOTT

Except as otherwise disclosed in the letter (the "Abbott Disclosure Letter") dated as of the date of this Agreement and delivered to Mylan by Abbott with respect to this Agreement (it being understood that any information contained therein shall qualify and apply to the representations and warranties in this Article 4 to which the information is specifically stated as referring and shall qualify and apply to other representations and warranties in this Article 4 to the extent that it is reasonably apparent from the face of such disclosure that such disclosure also qualifies or applies to such other representations and warranties), Abbott represents and warrants to the Mylan Parties as follows:

4.1 Organization. Abbott is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Illinois and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it make such licensing or qualification necessary, except where failure to be so licensed, qualified or in good standing, individually or in the aggregate, has not had and would not reasonably be expected to have a Business Material Adverse Effect.

4.2 Acquired Companies: Capitalization and Ownership; Subsidiaries.

(a) When delivered pursuant to Section 6.8, the Reorganization Capitalization Table shall set forth, as of the Closing, for each Acquired Company and each Subsidiary of each Acquired Company (each, an "Acquired Company Subsidiary") the jurisdiction of incorporation or organization of such Acquired Company and such Acquired Company Subsidiary and the number of shares of capital stock of such Acquired Company and such Acquired Company Subsidiary that will be issued and outstanding and the record ownership and Beneficial Ownership thereof. All issued and outstanding shares of capital stock of the Acquired Companies and the Acquired Company Subsidiaries have been, and all shares of capital stock that may be issued in connection with the Reorganization shall be, at the time of issuance, duly authorized, validly issued, fully paid and nonassessable and free and clear of all Encumbrances. Except as set forth in the Reorganization Capitalization Table, as of the Closing,

there will be no outstanding Securities or Equity Rights of any Acquired Company or any Acquired Company Subsidiary.

(b) Upon the consummation of the Reorganization pursuant to Article 6, each Acquired Company and each Acquired Company Subsidiary shall be a corporation duly incorporated or a limited liability company, partnership or other entity duly organized and shall be validly existing and in good standing (or local legal equivalent, if any) under the Laws of the jurisdiction of its incorporation or organization, except where the failure to be in good standing (or local legal equivalent, if any), individually or in the aggregate, has not had and would not reasonably be expected to have a Business Material Adverse Effect. At the Closing, each Acquired Company and each Acquired Company Subsidiary (i) shall have all requisite corporate or other power and authority to own, lease and operate its properties and assets and to carry on its business as being conducted at the time of the Closing and (ii) shall be duly licensed or qualified to do business and in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it make such licensing or qualification necessary, except where failure to be so licensed, qualified or in good standing, individually or in the aggregate, would not reasonably be expected to have a Business Material Adverse Effect.

(c) At the Closing, except as otherwise expressly contemplated pursuant to the Reorganization Plan, the Acquired Companies shall be, directly or indirectly, the record owners and Beneficial Owners of all of the outstanding Securities of each Acquired Company Subsidiary, free and clear of any Encumbrances and free of any other limitation or restriction, including any limitation or restriction on the right to vote, sell, transfer or otherwise dispose of the Securities (other than restrictions on the transferability of Securities arising under applicable Securities Laws). All of the Securities so owned by the Acquired Companies shall have been duly authorized and validly issued and shall be at the Closing fully paid and nonassessable (or local legal equivalent, if any), and no such Securities shall have been issued in violation of any preemptive or similar rights. Except for the Securities of the Acquired Company Subsidiaries, no Acquired Company shall own at Closing, directly or indirectly, any Securities, Equity Rights or other ownership interests in any Person.

(d) There are no preemptive or similar rights on the part of any holder of any class of Securities of any Acquired Company or any Acquired Company Subsidiary. No Acquired Company or Acquired Company Subsidiary has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for Securities having the right to vote) with the holders of any class of Securities of any Acquired Company or any Acquired Company Subsidiary on any matter submitted to such holders of Securities. Except pursuant to this Agreement or the Reorganization or as required by applicable Law, there are no Equity Rights, Contracts, commitments or undertakings of any kind to which any Acquired Company or any Acquired Company Subsidiary is a party or by which any of them is bound (i) obligating any Acquired Company or any Acquired Company Subsidiary to issue, deliver, sell or transfer or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred or repurchased, redeemed or otherwise acquired, any Securities or Equity Rights of any Acquired Company or any Acquired Company Subsidiary, (ii) obligating any Acquired Company or any Acquired Company Subsidiary to issue, grant, extend or enter into any such Equity Right, Contract,

commitment or undertaking or (iii) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of Securities of any Acquired Company or any Acquired Company Subsidiary. Except pursuant to this Agreement or pursuant to the Reorganization, there are no outstanding contractual obligations of any Acquired Company or any Acquired Company Subsidiary to repurchase, redeem or otherwise acquire any Securities or Equity Rights of any Acquired Company or any Acquired Company Subsidiary. There are no proxies, voting trusts or other Contracts to which any Acquired Company or any Acquired Company Subsidiary is a party or is bound with respect to the voting of the Securities of any Acquired Company or any Acquired Company Subsidiary or the registration of the Securities of any Acquired Company or any Acquired Company Subsidiary under any United States or foreign Securities Law.

4.3 Authorization.

(a) Abbott has all requisite corporate power and authority to enter into, execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Abbott, the performance by Abbott of its obligations hereunder and the consummation by Abbott of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Abbott. This Agreement has been duly and validly executed and delivered by Abbott, and, assuming due authorization, execution and delivery by the Mylan Parties, is a legal, valid and binding obligation of Abbott, enforceable against it in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, liquidation, dissolution, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity (regardless of whether considered in an Action at Law or in equity).

(b) Abbott and each Affiliate of Abbott that shall be a party to any Ancillary Agreement shall have the requisite corporate or similar power to enter into, execute and deliver such Ancillary Agreement, to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery by Abbott and each Affiliate of Abbott that shall be a party to any Ancillary Agreement of such Ancillary Agreement, the performance by Abbott and such Affiliate of their obligations under such Ancillary Agreement and the consummation by Abbott and such Affiliate of the transactions contemplated by such Ancillary Agreement shall have been duly authorized by all requisite corporate or similar action on the part of Abbott and such Affiliate by the time such Ancillary Agreement is executed and delivered. No later than the Closing, each Ancillary Agreement to be executed and delivered at the Closing to which Abbott or any Affiliate of Abbott shall be a party shall be duly and validly executed and delivered by such Person and, assuming the due execution and delivery thereof by the other parties thereto, at the Closing shall constitute a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, liquidation, dissolution, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity (regardless of whether considered in Action at Law or in equity).

4.4 Consents and Approvals; No Violation.

(a) Assuming that all Consents and other actions described in Section 4.4(b) have been obtained, the execution, delivery and performance of this Agreement by Abbott and the execution, delivery and performance of the Ancillary Agreements by Abbott and the Affiliates of Abbott party thereto do not and shall not (i) violate or conflict with any provision of the Constituent Documents of Abbott, (ii) violate or conflict with any provision of the Constituent Documents of any Affiliate of Abbott, (iii) violate or conflict with any Law or Order applicable to Abbott or any Affiliate of Abbott or the Transferred Business Assets, (iv) result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any Consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any Described Contract of Abbott or its Affiliates or (v) result in the creation or imposition of any Encumbrance upon the Acquired Shares or any Encumbrance (other than any Permitted Encumbrance) upon the Transferred Business Assets, except, in the case of clauses (ii), (iii), (iv) and (v), any matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Business Material Adverse Effect.

(b) No Consent of any Governmental Authority is required to be made or obtained by Abbott or any Affiliate of Abbott in connection with the execution or delivery of this Agreement by Abbott or the consummation by Abbott of the transactions contemplated hereby, except for (i) the requirements of the Council Regulation 139/2004 of the European Community, as amended (the "EU Merger Regulation"), the requirements of the HSR Act and any other applicable Competition/Investment Laws, (ii) as may be necessary as a result of any facts or circumstances relating solely to Mylan or any of its Affiliates as opposed to any third party and (iii) such other matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Business Material Adverse Effect.

4.5 Performance Financial Statements.

(a) Set forth on Section 4.5 of the Abbott Disclosure Letter are (i) the unaudited statements of investment responsibility of the Business and associated support activities prepared on a performance basis as of (A) December 31, 2013 (the "Statement of Investment Responsibility") and (B) March 31, 2014 and (ii) unaudited performance profit and loss statements of the Business and associated support activities for (A) the year ended December 31, 2013 (together with the Statement of Investment Responsibility, the "Reference Performance Financial Statements") and (B) the year ended December 31, 2012 and for the three (3) months ended March 31, 2014 (items (i) and (ii), collectively, the "Performance Financial Statements"). The Performance Financial Statements (i) have been prepared on a performance basis consistent with Abbott's accounting policies, which such accounting policies are in accordance with GAAP, and Abbott's internal management reporting policies and procedures and (ii) have been prepared from the Books, Records and Files related to the Business and associated support activities and (iii) present fairly in all material respects the financial position and results of operations of the Business and associated support activities as of the date, and for the periods referenced, in such Performance Financial Statements.

(b) Abbott maintains a system of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) sufficient to provide reasonable assurance (i) that transactions are made in accordance with management's authorization, (ii) that transactions are recorded as necessary to permit the preparation of Abbott's consolidated

financial statements in conformity with GAAP and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of Abbott's properties or assets.

(c) Abbott's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are reasonably designed to ensure that information required to be disclosed by Abbott in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time period specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Abbott's principal executive officer and principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the principal executive officer and principal financial officer of Abbott required under the Exchange Act with respect to such reports.

4.6 No Undisclosed Liabilities. To the Knowledge of Abbott, neither Abbott nor its Affiliates are subject to any Liability as of the date hereof with respect to the Business that is not shown on the Statement of Investment Responsibility, other than Liabilities (a) that are not of the nature or type required to be reflected on a statement of investment responsibility prepared on a performance basis in accordance with Abbott's internal management reporting and accounting policies, (b) that have been incurred or accrued by Abbott or its Affiliates since December 31, 2013 in the ordinary course of business consistent with past practice, (c) that constitute, or would (if Closing were to occur as of the date hereof) constitute, Excluded Liabilities or (d) that have not had and would not reasonably be expected to have, individually or in the aggregate, a Business Material Adverse Effect.

4.7 Absence of Changes.

(a) Since December 31, 2013, (i) a Business Material Adverse Effect has not occurred and (ii) the Business has been operated in the ordinary course consistent with past practice.

(b) Since December 31, 2013, neither Abbott nor any of its Affiliates has taken any action that would, if taken after the date hereof, have breached in any material respect Section 7.1 (iv)(C), (vii) or (ix) or agreed or committed to take any such action.

4.8 Litigation. As of the date of this Agreement, there is no Action pending or, to the Knowledge of Abbott, threatened against Abbott or any Affiliate of Abbott with respect to the Business that, individually or in the aggregate, has had or would reasonably be expected to have a Business Material Adverse Effect. There is no Order outstanding against or, to the Knowledge of Abbott, allegation or investigation by any Governmental Authority involving Abbott or any Affiliate of Abbott in respect of the Business that, individually or in the aggregate, has had or would reasonably be expected to have a Business Material Adverse Effect.

4.9 Intellectual Property.

(a) Except where the failure to have such rights, individually or in the aggregate, has not had or would not reasonably be expected to have a Business Material Adverse Effect, Abbott or one of its Affiliates has good and marketable title to, and owns solely and exclusively, free and clear of all Encumbrances (other than Permitted Encumbrances), the

Transferred Patents and Transferred Trademarks. The Transferred Patents and Transferred Trademarks are subsisting and have not expired or been cancelled.

(b) Except for matters that, individually or in the aggregate, have not had or would not reasonably be expected to have a Business Material Adverse Effect, (i) the operation of the Business as currently conducted (including the manufacture, offer for sale, sale, importation or use of any Product manufactured, marketed, licensed (or sublicensed), sold, imported or used by Abbott or any of its Affiliates) does not infringe upon or misappropriate any Intellectual Property right of any third party to which neither Abbott nor any of its Affiliates has a license or sublicense; (ii) to the Knowledge of Abbott, no third party is infringing upon or misappropriating any Transferred Intellectual Property or any other Intellectual Property used in, or related to, the Business; and (iii) there is no Action pending or, to the Knowledge of Abbott, threatened contesting the validity, enforceability or ownership by Abbott or its Affiliates of any Transferred Patents or Transferred Trademarks.

4.10 Regulatory Matters; Compliance with Laws.

(a) Abbott or one of its Affiliates has good and marketable title to, and owns, free and clear of all Encumbrances (other than Permitted Encumbrances), all Registrations required to develop, manufacture, distribute, package, store, transport, market, promote, use, sell or offer for sale the Products in or for the Territories (the "Product Registrations"), except where failure to hold such Product Registrations, individually or in the aggregate, has not had and would not reasonably be expected to have a Business Material Adverse Effect. To the Knowledge of Abbott, each Product Registration is valid and in full force and effect and each of Abbott and each of its Affiliates is in material compliance with the terms and conditions of the Product Registrations. Neither Abbott nor any Affiliate of Abbott has received at any time since January 1, 2011, any written notice from any Governmental Authority containing any actual or threatened revocation, withdrawal, suspension, cancellation or termination of any Product Registration, except for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Business Material Adverse Effect. Abbott and its Affiliates, with respect to the Products, are not subject to, nor does Abbott have Knowledge of facts or circumstances reasonably likely to cause any material obligation arising under an administrative or regulatory action, warning letter, notice of violation letter or other notice from any Regulatory Authority, except for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Business Material Adverse Effect.

(b) Except for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Business Material Adverse Effect, Abbott and its Affiliates are, and since January 1, 2011, have been, with respect to the Business, in compliance with all applicable Laws.

(c) Since January 1, 2011, neither Abbott nor any of its Affiliates has received any written notice from any Governmental Authority regarding (i) any noncompliance of the Business with any Law or (ii) any investigation of the Business by any Governmental Authority, except, in the case of (i) or (ii), for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Business Material Adverse Effect. This Section 4.10(c) excludes regulatory compliance.

(d) Abbott and its Affiliates are, and since January 1, 2011, have been, with respect to the Business, in compliance with all legal requirements under all applicable anti-bribery Laws, in each case, for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Business Material Adverse Effect.

4.11 Contracts.

(a) Each Described Contract is valid and binding on Abbott or any of its Affiliates party thereto and, to the Knowledge of Abbott, each other party thereto and is in all material respects in full force and effect and enforceable against Abbott and its Affiliates, as applicable, and, to the Knowledge of Abbott, each other party thereto, in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, liquidation, dissolution, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity (regardless of whether considered in Actions at Law or in equity). None of Abbott or its Affiliates, nor, to the Knowledge of Abbott, any other party thereto, is in material violation of or in material default under any Described Contract (nor does there exist any condition which, upon the passage of time or the giving of notice or both, would cause such a violation or default by any of Abbott or its Affiliates, or, to the Knowledge of Abbott, any other party thereto).

(b) For the purposes of this Agreement "Described Contracts" shall mean of all of the following Contracts to which Abbott or any Abbott Affiliate is a party or bound as of the date of this Agreement that constitute a Transferred Business Asset or give rise to any Assumed Business Liability (the "Described Contracts"):

(i) any customer Contract pursuant to which Abbott or any Affiliate of Abbott received payments in excess of $10,000,000 during 2013 that has a remaining term in excess of twelve (12) months;

(ii) any Contract pursuant to which Abbott or any Affiliate of Abbott made payments in excess of $10,000,000 during 2013 for (A) the purchase of materials or supplies to the Manufacturing Facilities and which has a remaining term in excess of twelve (12) months or (B) any royalty, profit sharing or contingent payment right, excluding, in each case, any such Contracts that are terminable by Abbott or its Affiliates without penalty;

(iii) any joint venture or partnership Contract pursuant to which Abbott or any Abbott Affiliate hold any Securities or other Equity Rights in another Person;

(iv) any Contract pursuant to which Abbott or any of its Affiliates has granted to any Person, or has been granted by any Person, any license or other right to use any material Transferred Intellectual Property;

(v) any Contract that materially limits the ability of the Business to compete in all of the Territories in the same or similar line of business as the Business; or

(vi) any Lease with annual payment obligations exceeding $5,000,000 with a remaining term in excess of twelve (12) months.

4.12 Labor, Employment and Employee Benefits Matters.

(a) No later than forty-five (45) days after the date of this Agreement, Abbott shall provide Mylan with Section 4.12(a) of the Abbott Disclosure Letter, which shall set forth a list of all material employee benefit plans (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) and all material bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree health or life insurance, supplemental retirement, employment, severance, retention, termination, change in control, welfare, post-employment, profit-sharing, disability, health, vacation, sick leave benefits, fringe benefits or other benefit plans, programs or arrangements, (i) that are sponsored, maintained, contributed to or required to be maintained or contributed to by Abbott or any of its Affiliates (but excluding any such plan, program or arrangement mandated by and maintained solely pursuant to applicable Law), in each case providing benefits to any Business Employee or Former Business Employee or (ii) under which any Acquired Company or Acquired Company Subsidiary has any material Liability or any obligation to contribute (whether actual or contingent) (such plans, programs and arrangements, without regard to materiality, are hereinafter referred to as the "Employee Plans"). Section 4.12(a) of the Abbott Disclosure Letter shall identify which of those material Employee Plans provide benefits after termination of employment for which the cost thereof is not borne entirely by the former employee (or his or her eligible dependents or beneficiaries). No later than ninety (90) days after the date of this Agreement, Abbott shall cause to be made available to Mylan a true and complete copy of each material Employee Plan and all amendments thereto (or in the case of any material Employee Plan that is not in writing, a written description thereof) and shall use reasonable best efforts to cause, to the extent permitted by applicable Law, a list of participants in each such Employee Plan to be provided to Mylan.

(b) Each Employee Plan that is sponsored or maintained solely by an Acquired Company or an Acquired Company Subsidiary and in which the sole participants are Business Employees or Former Business Employees (each such Employee Plan hereinafter referred to as a "Stand-Alone Employee Plan") that is material and each Employee Plan with Liabilities to be assumed by New Mylan and its Affiliates pursuant to Article 8, including each such Employee Plan that is a defined benefit pension plan or that provides health, medical, life insurance or other welfare benefits with respect to Business Employees or Former Business Employees (or any dependent or beneficiary of any Business Employee or Former Business Employee) after retirement or other termination of employment, (i) is now and has been operated in all material respects in accordance with the requirements of all applicable Laws and in accordance with its terms, and (ii) if it is intended to qualify for special tax treatment, meets all the requirements for such treatment.

(c) Abbott shall provide Mylan with Section 4.12(c) of the Abbott Disclosure Letter which shall set forth a preliminary list of (i) all Business Employees who are not shared service employees (which shall be provided no later than thirty (30) days after the date of this Agreement) and (ii) all Business Employees who are shared service employees (which shall be provided no later than sixty (60) days after the date of this Agreement), each of which shall include each such individual's name, base salary or wage rate, bonus opportunity, annual equity incentive compensation award, date of hire, identification number, title or job description, work location, employing entity and whether or not any such employee is on leave of absence, in each case to the extent such disclosure is permitted under applicable Law.

(d) Other than as contemplated by Section 8.7, none of the execution and delivery of this Agreement or any transaction contemplated by this Agreement (alone or in conjunction with any other event, including any termination of employment) will (i) entitle any Business Employee to any change of control payment, (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any compensation or benefits under any Employee Plan or (iii) result in any breach or violation of or default under, or limit the right of Abbott or its Affiliate, as applicable, to amend, modify or terminate, any Employee Plan.

(e) No later than thirty (30) days after the date of this Agreement, Abbott shall provide Mylan with Section 4.12(e) of the Abbott Disclosure Letter which sets forth a complete and accurate list, as of the date of this Agreement, of each material collective bargaining, works council or labor union Contract or labor arrangement currently covering any Business Employee (the "Collective Bargaining Agreements") currently in effect. No later than sixty (60) days after the date of this Agreement, Abbott shall cause to be made available to Mylan a true and complete copy of each Collective Bargaining Agreement, other than any publicly-available regional or industry-wide Collective Bargaining Agreement identified as such on Section 4.12(e) of the Abbott Disclosure Letter.

(f) To the Knowledge of Abbott, there are no threatened strikes, work stoppages, requests for representation, collective bargaining procedures, pickets or walkouts that involve the labor or employment relations of Abbott and its Affiliates with any Business Employee. To the Knowledge of Abbott, as of the date of this Agreement, there is no material unfair labor practice, charge or complaint pending, unresolved or threatened before any court, arbitrator or any other Governmental Authority relating to any Business Employee.

(g) With respect to the Business Employees, (i) each of Abbott and its Affiliates is in compliance in all material respects with the terms of the Collective Bargaining Agreements and all applicable Laws pertaining to employment, employment practices and the employment of labor, including all such Laws relating to labor relations, equal employment opportunities, fair employment practices, prohibited discrimination or distinction, consultation or information, wages, hours, safety and health and workers' compensation, (ii) each of Abbott and its Affiliates is not delinquent in any material respect in payments for wages, salaries, commissions, bonuses or other direct compensation for any services performed for it or amounts required to be reimbursed and (iii) each of Abbott and its Affiliates have complied in all material respects with all payment obligations and withholding and/or reporting obligations regarding social security contributions on all salary and other fringe benefits.

(h) To the Knowledge of Abbott, with respect to the Business, Abbott and the Acquired Companies are in material compliance with all labor Laws related to the classification of employees and independent contractors.

4.13 Taxes

(a) All material Tax Returns required by applicable Laws to have been filed with any Governmental Authority by or with respect to the Acquired Companies and the Acquired Company Subsidiaries have been filed in a timely manner. All such Tax Returns are true, correct and complete in all material respects and were prepared in accordance with all

applicable Laws and all Taxes of the Acquired Companies and the Acquired Company Subsidiaries have been paid when due.

(b) All material Taxes that the Acquired Companies or Acquired Company Subsidiaries are or were required by Law to withhold or collect have been timely and duly withheld or collected and, to the extent required, have been paid to the proper Governmental Authority.

(c) There are no material Encumbrances (other than Permitted Encumbrances) for Taxes on any of the Transferred Business Assets.

(d) There are no material (i) Tax examinations, disputes or Actions of which Abbott or any of its Affiliates have been notified or, to the Knowledge of Abbott, are threatened, (ii) written claims for Taxes asserted or (iii) unresolved claims in competent authority pursuant to any income Tax, trade Tax or social insurance Tax treaty, that, in each case, may result in Taxes of the Acquired Companies or the Acquired Company Subsidiaries for any Pre-Closing Tax Period.

(e) Neither the Acquired Companies nor the Acquired Company Subsidiaries have waived any statutes of limitation in respect of any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(f) Except as set forth in Section 4.13(f) of the Abbott Disclosure Letter, none of the Acquired Companies or the Acquired Company Subsidiaries (i) joins or has joined in the filing of any affiliated, aggregate, consolidated, combined or unitary Tax Return or (ii) has (or could have) any Liability for Taxes of any Person other than the Acquired Companies or Acquired Company Subsidiaries.

(g) No Governmental Authority in a jurisdiction in which an Acquired Company or an Acquired Company Subsidiary does not file Tax Returns has ever claimed in writing that such Acquired Company or such Acquired Company Subsidiary may owe Taxes to such jurisdiction or is required to file a Tax Return in such jurisdiction.

(h) None of the Acquired Companies or Acquired Company Subsidiaries is a party to or bound by any Tax allocation, sharing, indemnity or similar agreement or arrangement with any Person other than an Acquired Company or Acquired Company Subsidiary, and none of the Acquired Companies or Acquired Company Subsidiaries has current contractual obligations to indemnify any other Person with respect to Taxes that, in each case, will have effect following the Closing.

(i) Each of the Acquired Companies and the Acquired Company Subsidiaries is, and has at all times been, resident for Tax purposes only in its jurisdiction of incorporation and no Acquired Company or Acquired Company Subsidiary has ever carried on a business through a permanent establishment outside of its jurisdiction of incorporation.

(j) None of the Acquired Companies or the Acquired Company Subsidiaries is subject to any Tax ruling, Tax agreement or other Tax arrangement with any Governmental Authority or any special regime of Tax.

(k) All material transactions entered into by the Acquired Companies and the Acquired Company Subsidiaries since January 1, 2010, are supported by documentation to corroborate the arm's-length character of all such transactions to the extent required by applicable Law.

(l) Any domestic corporation (other than Abbott or any shareholder of Abbott) that is an Affiliate of Abbott that owns, directly or indirectly, interests in the Transferred Business Assets owns other property the value of which is at least equal to the value of such interests. Any domestic partnership (other than any shareholder of Abbott) that is an Affiliate of Abbott that owns, directly or indirectly, interests in the Transferred Business Assets as part of a trade or business conducted by the domestic partnership owns other property used in that trade or business the value of which is at least equal to the value of such interests. Neither Abbott nor any of its Affiliates has transferred properties or Liabilities as part of a plan with the transactions contemplated by this Agreement, except for transfers occurring after the date hereof. For the purposes of this Section 4.13(l), the terms "domestic corporation" and "domestic partnership" shall have the meanings ascribed to them under the Code.

4.14 Brokers. Abbott shall be solely responsible for the fees and expenses of any broker, finder or investment banker entitled to any brokerage, finder's or other fee or commission in connection with this Agreement based upon arrangements made by or on behalf of Abbott.

4.15 Assets.

(a) Abbott and its Affiliates own and have good and marketable title to, or have a valid leasehold interest in, all of the tangible assets included within the Transferred Business Assets (other than the Manufacturing Facilities, the Owned Business Real Property and the Leased Business Real Property), free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) Except where the failure to have such rights, individually or in the aggregate, has not had or would not reasonably be expected to have a Business Material Adverse Effect, Abbott or one of its Affiliates has good and marketable fee title to the Manufacturing Facilities and the Owned Business Real Property and good and valid title to the leasehold estate in the Leased Business Real Property created by each Lease, in each case free and clear of all Encumbrances (other than Permitted Encumbrances).

(c) Assuming all required Consents of third Persons (including as contemplated by Section 7.15 and 7.16) have been obtained and alternate arrangements contemplated by Sections 7.15(b) and (c) and Section 7.16(b) are performed, the Transferred Business Assets (including the French Business IP Assets) and the assets of the Acquired Companies and Acquired Company Subsidiaries, together with services and assets contemplated by the Parties to be provided, conveyed or otherwise made available pursuant to this Agreement or any Ancillary Agreement, constitute, in all material respects, the assets necessary for New Mylan and its Affiliates to operate the Business as of immediately after the Closing Date as currently conducted by Abbott and its Affiliates.

4.16 Transferred Inventory; Recalls.

(a) As of the Closing, the Transferred Inventory manufactured by Abbott or its Affiliates shall be in good and merchantable condition in all material respects, shall have been manufactured, stored and handled by Abbott and its Affiliates prior to Closing in compliance with applicable cGMPs and shall conform to the specifications for the manufacture, storage and handling of such Transferred Inventory.

(b) Since January 1, 2011, there have been no recalls or market withdrawals or replacements (voluntary or involuntary) with respect to any Product in the Territories.

4.17 Material Suppliers. Section 4.17 of the Abbott Disclosure Letter lists each supplier of materials or supplies to the Manufacturing Facilities with respect to the Business to which aggregate projected payments by the Business for such items for calendar year ending December 31, 2014 is expected to exceed $10,000,000 (each a "Material Supplier"). Since December 31, 2013, no Material Supplier has indicated that it will cease providing, or will be unable to fulfill in any material respect, orders for materials or supplies to the Manufacturing Facilities.

4.18 Disclaimer. EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN ANY ANCILLARY AGREEMENT, NONE OF ABBOTT, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES MAKE OR HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF ABBOTT, ITS AFFILIATES OR THE BUSINESS. ANY SUCH OTHER REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE MYLAN PARTIES

Except as otherwise disclosed in (a) the Mylan SEC Documents filed with the SEC and publicly available on the internet website of the SEC at least five (5) U.S. Business Days prior to the date of this Agreement (excluding any cautionary, predictive or forward-looking statements contained therein), in each case, only to the extent that the relevance of such disclosure to the relevant subject matter is reasonably apparent or (b) the letter (the "Mylan Disclosure Letter") dated as of the date of this Agreement and delivered to Abbott by Mylan with respect to this Agreement (it being understood that any information contained therein shall qualify and apply to the representations and warranties in this Article 5 to which the information is specifically stated as referring and shall qualify and apply to other representations and warranties in this Article 5 to the extent that it is reasonably apparent from the face of such disclosure that such disclosure also qualifies or applies to such other representations and warranties, except that no information set forth in the Mylan SEC Documents shall qualify or apply to the representations and warranties set forth in Section 5.3, 5.4 or 5.6(a)), the Mylan Parties jointly and severally represent and warrant to Abbott as follows:

5.1 Organization. New Mylan is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the Laws of the Netherlands. Each of Mylan and Merger Sub is a corporation duly incorporated, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania. Each of the Mylan Parties (a) has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and (b) is duly licensed or qualified to do business and is in good standing (or local legal equivalent, if any) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it make such licensing or qualification necessary, except where failure to be so licensed, qualified or in good standing (or local legal equivalent, if any), individually or in the aggregate, has not had and would not reasonably be expected to have a Mylan Material Adverse Effect. Each of New Mylan and Merger Sub has been newly formed for purposes of consummating the transactions contemplated by this Agreement and the Ancillary Agreements. Neither New Mylan nor Merger Sub has engaged in or conducted any business activities other than in connection with its entry into this Agreement, is a party to or otherwise bound by any Contract other than this Agreement, has any employees (other than as legally required) or has any material assets or Liabilities other than its obligations arising under this Agreement. Each of the Mylan Parties has made available to Abbott accurate and complete copies of its Constituent Documents, as amended and in effect on the date of this Agreement.

5.2 Subsidiaries.

(a) As of the date of this Agreement, New Mylan has no Subsidiaries other than Merger Sub. New Mylan is, directly or indirectly, the record holder and Beneficial Owner of all of the outstanding Securities of Merger Sub, free and clear of any Encumbrances and free of any other limitation or restriction, including any limitation or restriction on the right to vote, sell, transfer or otherwise dispose of the Securities (other than restrictions on the transferability of Securities arising under applicable Securities Laws). All of the Securities of Merger Sub so owned by New Mylan have been duly authorized and validly issued and are fully paid and nonassessable, and no such Securities have been issued in violation of any preemptive or similar rights.

(b) Each Subsidiary of Mylan (individually, a "Mylan Subsidiary" and collectively, the "Mylan Subsidiaries") is a corporation duly incorporated or a limited liability company, partnership or other entity duly organized and is validly existing and, as applicable, in good standing (or local legal equivalent, if any), under the Laws of the jurisdiction of its incorporation or organization, except where the failure to be so incorporated, organized, existing or in good standing (or local legal equivalent, if any), individually or in the aggregate, has not had and would not reasonably be expected to have a Mylan Material Adverse Effect. Each Mylan Subsidiary (i) has all requisite corporate or other power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and (ii) is duly licensed or qualified to do business and is in good standing (or local legal equivalent, if any) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it make such licensing or qualification necessary, except where failure to be so licensed, qualified or in good standing, individually or in the aggregate, has not had and would not reasonably be expected to have a Mylan Material Adverse Effect.

(c) Mylan is, directly or indirectly, the record holder and Beneficial Owner of all of the outstanding Securities of each Mylan Subsidiary, free and clear of any Encumbrances and free of any other limitation or restriction, including any limitation or restriction on the right to vote, sell, transfer or otherwise dispose of the Securities (other than restrictions on the transferability of Securities arising under applicable Securities Laws). All of the Securities so owned by Mylan have been duly authorized and validly issued and are fully paid and nonassessable (or local legal equivalent, if any), and no such Securities have been issued in violation of any preemptive or similar rights. Except for the Securities of the Mylan Subsidiaries and investment assets acquired in the ordinary course of business consistent with past practices, Mylan does not own, directly or indirectly, any Securities or other ownership interests in any Person.

5.3 Capitalization.

(a) As of the date hereof, the issued and outstanding share capital of New Mylan consists of one (1) ordinary share with a nominal amount of €1. All of the outstanding share capital of New Mylan is held of record by a Mylan Subsidiary and Beneficially Owned by Mylan.

(b) The authorized capital stock of Mylan consists of 1,500,000,000 shares of Mylan Common Stock and 5,000,000 shares of Mylan Preferred Stock of which 300,000 shares of Mylan Preferred Stock were designated by the Mylan Board of Directors as Series A Junior Participating Preferred Stock and are issuable upon exercise of the rights under the Rights Agreement dated as of August 22, 1996, as amended as of November 8, 1999, August 13, 2004, September 8, 2004, December 2, 2004 and December 15, 2005, between Mylan and American Stock Transfer & Trust Company, as amended. At the close of business on June 30, 2014, (i) 545,540,180 shares of Mylan Common Stock were issued, of which 373,967,569 such shares are outstanding, (ii) the only incentive compensation plan, program or arrangement with outstanding Equity Rights issued by Mylan or its Affiliates is the Mylan Stock Plan and 12,523,697 shares of Mylan Common Stock were available for future issuance pursuant to the Mylan Stock Plan, (iii) 60,443,111 shares of Mylan Common Stock were subject to outstanding warrants or other options or stock appreciation rights convertible into or exercisable or exchangeable for shares of Mylan Common Stock (the "Mylan Options"), (iv) 4,056,949 shares of Mylan Common Stock were subject to outstanding stock awards other than Mylan Options (whether subject to service-based or performance-based vesting) (the "Mylan Stock Awards") and (v) no shares of Mylan Preferred Stock were issued and outstanding. Except as set forth above, as of June 30, 2014, no other Securities of Mylan were issued, reserved for issuance or outstanding. All issued and outstanding shares of Mylan Common Stock have been, and all shares of Mylan Common Stock that may be issued pursuant to the exercise of outstanding Equity Rights shall be, when issued in accordance with the terms thereof, duly authorized, validly issued, fully paid and nonassessable and are, or shall be, as applicable, subject to no preemptive or similar rights.

(c) Section 5.3(c) of the Mylan Disclosure Letter sets forth, as of June 30, 2014, the number of shares of Mylan Common Stock authorized for issuance under the Mylan Stock Plan and the aggregate number of shares of Mylan Common Stock subject to outstanding awards, whether or not vested, under the Mylan Stock Plan. Mylan has made

available to Abbott the form of grant agreement related to each such award. No material changes have been made to such form in connection with any award.

(d) There are no preemptive or similar rights on the part of any holder of any class of Securities of New Mylan, Mylan or any Mylan Subsidiary. Other than as described in Section 5.3(b), neither New Mylan, Mylan or any Mylan Subsidiary has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for Securities having the right to vote) with the holders of any class of Securities of New Mylan, Mylan or any Mylan Subsidiary on any matter submitted to such holders of Securities. Except as described above or as otherwise contemplated by this Agreement, there are no Equity Rights, Contracts, commitments or undertakings of any kind to which New Mylan, Mylan or any Mylan Subsidiary is a party or by which any of them is bound (i) obligating New Mylan, Mylan or any Mylan Subsidiary to issue, deliver, sell or transfer or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred or repurchased, redeemed or otherwise acquired, any Securities or Equity Rights of New Mylan, Mylan or any Mylan Subsidiary, (ii) obligating New Mylan, Mylan or any Mylan Subsidiary to issue, grant, extend or enter into any such Equity Right, Contract, commitment or undertaking or (iii) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of Securities of New Mylan, Mylan or any Mylan Subsidiary.

(e) Except as contemplated by this Agreement, there are no outstanding contractual obligations of Mylan or any Mylan Subsidiary to repurchase, redeem or otherwise acquire any Securities of Mylan or any Mylan Subsidiary. There are no proxies, voting trusts or other Contracts to which Mylan or any Mylan Subsidiary is a party or is bound with respect to the voting of the Securities of Mylan or any Mylan Subsidiary or, except as contemplated by this Agreement, the registration of the Securities of Mylan or the Mylan Subsidiaries under any United States or foreign Securities Law.

(f) All of the Consideration Shares to be issued in connection with the transactions contemplated by this Agreement shall be, at the time of issuance, duly authorized, validly issued, fully paid and non-assessable and free and clear of all Encumbrances. Except as contemplated by this Agreement, there are no, and at Closing there shall not be any Equity Rights, Contracts, commitments or rights of any kind that obligate New Mylan to issue or New Mylan or any of its Affiliates sell any shares of capital stock or other equity interests of New Mylan or any Securities or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any shares of capital stock or other equity interests of New Mylan, and no Securities or obligations evidencing such rights are authorized, issued or outstanding.

(g) When delivered pursuant to Section 7.20, the Pre-Closing Mylan Capitalization Table will be accurate and complete as of the date thereof.

5.4 Authorization; Board Approval; Voting Requirements.

(a) Each of the Mylan Parties has all requisite corporate power and authority to enter into, execute and deliver this Agreement, and, subject to obtaining the Shareholder Approval and the New Mylan Approval, to perform its obligations hereunder and to

consummate the transactions contemplated hereby. The execution and delivery by the Mylan Parties of this Agreement and, subject to obtaining the Shareholder Approval and the New Mylan Approval, the performance by the Mylan Parties of their obligations hereunder and the consummation by the Mylan Parties of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by each Mylan Party and, assuming due authorization, execution and delivery by Abbott, is a legal, valid and binding obligation of each Mylan Party, enforceable against each Mylan Party in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, liquidation, dissolution, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity (regardless of whether considered in Actions at Law or in equity).

(b) Mylan and each Affiliate of Mylan that shall be a party to any Ancillary Agreement shall have the requisite corporate or similar power to enter into, execute and deliver such Ancillary Agreement and, subject to obtaining the Shareholder Approval and the New Mylan Approval, to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery by Mylan and each Affiliate of Mylan that shall be a party to any Ancillary Agreement of such Ancillary Agreement and, subject to obtaining the Shareholder Approval and the New Mylan Approval, the performance by Mylan and such Affiliate of their obligations under such Ancillary Agreement and the consummation by Mylan and such Affiliate of the transactions contemplated by such Ancillary Agreement shall have been duly authorized by all requisite corporate or similar action on the part of Mylan and such Affiliate by the time such Ancillary Agreement is executed and delivered. No later than the Closing, each Ancillary Agreement to which Mylan or any Affiliate of Mylan shall be a party shall be duly and validly executed and delivered by such Person and, assuming the due execution and delivery thereof by the other parties thereto, at the Closing shall constitute a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, liquidation, dissolution, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity (regardless of whether considered in Action at Law or in equity).

(c) As soon as practicable after the execution and delivery of this Agreement, New Mylan, as sole shareholder of Merger Sub, shall approve this Agreement and the Plan of Merger (the "New Mylan Approval").

(d) The affirmative vote of a majority of the votes cast by all holders of Mylan Common Stock entitled to vote at the Shareholders Meeting, or any adjournment or postponement thereof, to approve this Agreement and the Plan of Merger (the "Shareholder Approval") is the only vote or approval of the holders of any class or series of Securities of Mylan necessary to approve this Agreement and the consummation of the transactions contemplated thereby.

5.5 Takeover Statutes. No "fair price," "moratorium," "control share acquisition," "business combination" or similar anti-takeover statute or regulation applies to Mylan or New Mylan with respect to the transactions contemplated by this Agreement.

5.6 Consents and Approvals; No Violations.

(a) Assuming the Shareholder Approval and the Consents and other actions described in Section 5.6(b) have been obtained, the execution, delivery and performance of this Agreement by each of the Mylan Parties and the execution, delivery and performance of the Ancillary Agreements by Mylan and the Affiliates of Mylan party thereto do not and shall not (i) violate or conflict with any provision of the Constituent Documents of any Mylan Party, (ii) violate or conflict with any Law or Order applicable to Mylan or any Mylan Subsidiary or its or their properties or assets, (iii) result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any Consent under, give rise to the loss of a material benefit under or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any material Contract of Mylan or any Mylan Subsidiary or (iv) result in the creation or imposition of any Encumbrance upon the Consideration Shares or any Encumbrance (other any Permitted Encumbrance) upon any properties or assets of Mylan or any Mylan Subsidiary, except, in the case of clauses (ii), (iii) and (iv), any matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Mylan Material Adverse Effect.

(b) No Consent of any Governmental Authority is required to be made or obtained by Mylan or any Affiliate of Mylan in connection with the execution or delivery of this Agreement by Mylan or the consummation by Mylan of the transactions contemplated hereby, except for (i) the requirements of the EU Merger Regulation, the requirements of the HSR Act and any other applicable Competition/Investment Laws, (ii) the filing with the SEC of the Proxy Statement and the Registration Statement and such reports under and such other compliance with the Exchange Act as may be required in connection with this Agreement and the transactions contemplated by this Agreement, (iii) the filing of a notarial deed of conversion and amended articles of association of New Mylan to effect the registration of New Mylan as a public limited liability corporation (*naamloze vennootschap*), (iv) as may be necessary as a result of any facts or circumstances relating solely to Abbott or any of its Affiliates as opposed to any third party and (v) such other matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Mylan Material Adverse Effect.

5.7 Mylan SEC Matters.

(a) Mylan has timely filed or furnished all reports, schedules, forms, statements and other documents required to be filed or furnished by it with or to the SEC since January 1, 2011 (together with all exhibits, financial statements and schedules thereto and all information incorporated therein by reference, the "Mylan SEC Documents"). As of its filing date or, if amended, as of the date of the last such amendment, each Mylan SEC Document (other than any registration statement filed pursuant to the requirements of the Securities Act) complied in all material respects with the requirements of the Exchange Act, the Securities Act and the Sarbanes-Oxley Act applicable to such Mylan SEC Document and did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of its effective date or, if amended, as of the date of the last such amendment, each Mylan SEC Document that is a registration statement filed pursuant to the requirements of the Securities Act complied in all material respects with the requirements of the Exchange Act, the Securities Act and the Sarbanes-Oxley Act applicable to such Mylan SEC Document and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or

necessary to make the statements therein not misleading. None of the Mylan Subsidiaries is required to make any filings with the SEC.

(b) Mylan has timely responded to all comment letters of the staff of the SEC relating to the Mylan SEC Documents, and the SEC has not asserted that any of such responses are inadequate, insufficient or otherwise non-responsive. None of the Mylan SEC Documents is, to the Knowledge of Mylan, the subject of ongoing SEC review.

(c) As of the date of this Agreement, Mylan qualifies as a "well-known seasoned issuer" as defined in Rule 405 under the Securities Act (a "WKSI"), and no event has occurred or condition exists that would reasonably be expected to cause Mylan to become an "ineligible issuer" as defined in Rule 405 under the Securities Act.

(d) As of the date of this Agreement, Mylan is not a party to or otherwise bound by any Contract granting any Person the right to require Mylan to register for sale pursuant to the Securities Act any Securities of Mylan that are Beneficially Owned by such Person.

5.8 Absence of Undisclosed Liabilities. The Mylan Parties and the Mylan Subsidiaries do not have any Liabilities as of the date hereof other than Liabilities (a) reserved against in the Mylan Financial Statements or specifically disclosed in the notes thereto, (b) that are not of the nature and type required to be reflected on financial statements prepared in accordance with GAAP, (c) that have been incurred or accrued since December 31, 2013 in the ordinary course of business consistent with past practice or (d) that have not had or would not reasonably be expected to have, individually or in the aggregate, a Mylan Material Adverse Effect.

5.9 Litigation. As of the date of this Agreement, there is no Action pending or, to the Knowledge of Mylan, threatened against any Mylan Party or any Mylan Subsidiary that, individually or in the aggregate, has had or would reasonably be expected to have a Mylan Material Adverse Effect. As of the date of this Agreement, there is no Order outstanding against or, to the Knowledge of Mylan, allegation, inquiry or investigation by any Governmental Authority involving any Mylan Party or any Mylan Subsidiary that, individually or in the aggregate, has had or would reasonable be expected to have a Mylan Material Adverse Effect.

5.10 Compliance with Laws.

(a) Except for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Mylan Material Adverse Effect, Mylan and each of the Mylan Subsidiaries are and, since January 1, 2011, have been, in compliance with all applicable Laws. Since January 1, 2011, neither Mylan nor any of the Mylan Subsidiaries has received any written notice from any Governmental Authority regarding (i) any noncompliance with any Law or (ii) any investigation by any Governmental Authority, except, in the case of (i) or (ii), for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Mylan Material Adverse Effect.

(b) Mylan maintains a system of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) sufficient to provide reasonable

assurance (i) that transactions are made in accordance with management's authorization, (ii) that transactions are recorded as necessary to permit the preparation of Mylan's consolidated financial statements in conformity with GAAP and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of Mylan's properties or assets.

(c) Mylan's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are reasonably designed to ensure that information required to be disclosed by Mylan in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time period specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Mylan's principal executive officer and principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the principal executive officer and principal financial officer of Mylan required under the Exchange Act with respect to such reports.

5.11 Taxes.

(a) All material Tax Returns required by applicable Laws to have been filed with any Governmental Authority by, or on behalf of Mylan and the Mylan Subsidiaries have been filed in a timely manner. All such Tax Returns were true, correct and complete in all material respects and were prepared in accordance with all applicable Laws and all Taxes of Mylan and the Mylan Subsidiaries have been paid when due.

(b) All material Taxes that Mylan and the Mylan Subsidiaries are or were required by Law to withhold or collect have been timely and duly withheld or collected and, to the extent required, have been paid to the proper Governmental Authority.

(c) There are no material Encumbrances (other than Permitted Encumbrances) for Taxes upon any property or assets of Mylan or any of the Mylan Subsidiaries.

(d) There are no material (i) Tax examinations, disputes or Actions of which Mylan or any Mylan Subsidiaries have been notified or, to the Knowledge of Mylan, are threatened, (ii) written claims for Taxes asserted, or (iii) unresolved claims in competent authority pursuant to any income Tax, trade Tax or social insurance Tax treaty, that, in each case, may result in Taxes of Mylan or the Mylan Subsidiaries for any Pre-Closing Tax Period.

(e) No Governmental Authority in a jurisdiction in which Mylan or a Mylan Subsidiary does not file Tax Returns has ever claimed in writing that Mylan or such Mylan Subsidiary may owe Taxes to such jurisdiction or is required to file a Tax Return in such jurisdiction.

5.12 Brokers. Mylan shall be solely responsible for the fees and expenses of any broker, finder or investment banker entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of any of the Mylan Parties.

5.13 Opinion of Financial Advisor. On October 21, 2014, the Board of Directors of Mylan received the written opinion of Centerview Partners LLC, dated as of October 21, 2014 that, as of such date and subject to the assumptions, qualifications and limitations set forth therein, the payment of the Consideration Shares to the French Business IP Seller and the Share Sellers for the French Business IP Assets and the Acquired Shares pursuant to the Original Transaction Agreement is fair, from a financial point of view, to Mylan.

5.14 Certain Agreements. Except for this Agreement or the Ancillary Agreements, as of the date of this Agreement, there is no Contract in effect to which any Mylan Party or any of their respective Affiliates is a party or otherwise bound pursuant to which, if consummated, (a) New Mylan would become a Subsidiary of any other Person or (b) from and after the Closing, any Person other than New Mylan would Beneficially Own any Securities or Equity Rights of Mylan or the Mylan Subsidiaries (excluding, following Closing, New Mylan).

5.15 Disclaimer. EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN ANY ANCILLARY AGREEMENT, NONE OF THE MYLAN PARTIES, THEIR RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES MAKE OR HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF MYLAN, ITS AFFILIATES OR THEIR BUSINESSES. ANY SUCH OTHER REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

ARTICLE 6

REORGANIZATION

6.1 Reorganization. Pursuant to the Reorganization Transfer Documents and upon the terms and subject to the terms and conditions set forth in this Agreement (it being understood that in the event of any inconsistencies or conflicts between the terms of this Agreement and the terms of any Reorganization Transfer Document, the terms of this Agreement shall prevail, except to the extent the Parties have mutually agreed otherwise in writing), between the date hereof and the Closing, Abbott shall, and shall cause its Affiliates, as applicable, to, take such steps as are required to effect the following (the "Reorganization") in compliance in all respects with the plan of reorganization set forth in Exhibit 6.1 hereto, as such plan may be modified by the Reorganization Committee in accordance with Section 6.2 (the "Reorganization Plan"):

(a) Abbott shall, and shall cause its Affiliates, as applicable, to, take such steps as are required to (i) sell, convey, assign, transfer and deliver to the Acquired Companies or the Acquired Company Subsidiaries, as applicable, all of Abbott's and the Continuing Affiliates' right, title and interest in and to the Transferred Business Assets (other than the French Business IP Assets), free and clear of all Encumbrances (other than Permitted Encumbrances), (ii) cause the Acquired Companies or the Acquired Company Subsidiaries, as applicable, to assume the Assumed Business Liabilities and (iii) cause Abbott or the Continuing Affiliates, as applicable, on the one hand, and the Acquired Companies and the Acquired Company Subsidiaries, as applicable, on the other hand, to enter into the Manufacturing and Supply Agreements; and

(b) Abbott shall, and shall cause its Affiliates, as applicable, to, take such steps as are required to (i) sell, convey, assign, transfer and deliver to Abbott or the Continuing Affiliates, as applicable, all of the Acquired Companies' and the Acquired Company Subsidiaries' right, title and interest in and to the Excluded Assets and (ii) cause Abbott or the Continuing Affiliates, as applicable, to assume the Excluded Liabilities.

6.2 Modification of the Reorganization Plan.

(a) If a Party determines in good faith that a revision to the Reorganization Plan is necessary or advisable, such Party shall notify the Reorganization Committee of such proposed revision. If the Reorganization Committee unanimously agrees in writing to modify the Reorganization Plan with such revision, then the Reorganization Committee shall implement such revision to the Reorganization Plan and Exhibit 6.1 shall be revised accordingly and all references to Exhibit 6.1 shall be deemed to be references to Exhibit 6.1 as so revised.

(b) In connection with any revision to the Reorganization Plan pursuant to Section 6.2(a), Abbott shall (i) if such revision is to remove as an Acquired Company any Person set forth on Annex A of Exhibit 6.1 (a "Removed Company"), comply with the provisions of Section 6.1 with respect to such Removed Company (treating, for such purposes, such Removed Company as a "Continuing Affiliate") or (ii) if such revision is to add any Person to Annex A of Exhibit 6.1 as an additional Acquired Company (an "Additional Company"), comply with the provisions of Section 6.1 with respect to such Person (treating, for such purposes, such Additional Company as an "Acquired Company").

6.3 Transferred Business Assets. For the purposes of this Agreement, "Transferred Business Assets" shall mean the right, title and interest of Abbott or any of its Affiliates as of the Closing in and to the following assets, rights and properties, other than the Excluded Assets:

(a) (i) the Manufacturing Facilities, (ii) the Owned Business Real Property and (iii) the Leased Business Real Property;

(b) the tangible personal property, including machinery, equipment, mechanical and spare parts, supplies, tools, tooling, dyes, production supplies, samples, media and other tangible property of any kind, in each case located at the Manufacturing Facilities;

(c) the furniture, fixtures, office equipment and other equipment located at the Owned Business Real Property or the Leased Business Real Property;

(d) all computing hardware, file servers, printers and networking and other information technology equipment located at the Manufacturing Facilities, the Owned Business Real Property or the Leased Business Real Property; provided that rights to such equipment do not affect rights to the data or information that may be contained in or be processed by or using such equipment;

(e) all owned and leased motor vehicles, laptops, tablets, mobile phones and similar assets primarily used by the Transferred Employees;

(f) the Manufacturing Contracts, and the Site Contracts;

(g) subject to Section 7.16(a), the Business Contracts to the extent used in the Business;

(h) the Transferred Patents;

(i) the Transferred Trademarks and the Other Transferred Intellectual Property;

(j) an undivided interest (with Abbott and the Continuing Affiliates) in the Business Know-How;

(k) the Business IP License Agreements;

(l) subject to Section 7.16, the Mixed-Use IP License Agreements to the extent used in the Business;

(m) to the extent transferable in accordance with applicable Law, (i) the Registrations used in the manufacturing operations of the Business conducted at the Manufacturing Facilities, including copies of all related applications, technical files, manufacturing, packaging and labeling specifications, validation documentation, quality control standards and other documentation, files and correspondence with Regulatory Authorities and quality reports and (ii) the drug master files (and the data contained therein) or their equivalent for the Products manufactured at the Manufacturing Facilities;

(n) except as set forth in Schedule 6.3(n), to the extent transferable in accordance with applicable Law, the Registrations (including pending applications for Registrations) used in (and pending applications for Registrations to be used in) distributing, marketing, promoting, selling or offering for sale the Products in the Territories, including copies of related data, records and correspondence under the possession of Abbott or its Affiliates evidencing such Registrations, and all relevant pricing information and correspondence with Governmental Authorities with respect to such pricing matters, but excluding drug master files or their equivalent;

(o) subject to Section 6.3(j), any rights in and to any Development Program;

(p) all rights of the Acquired Companies and the Acquired Company Subsidiaries arising under this Agreement or the Ancillary Agreements or from the consummation of the transactions contemplated hereby or thereby;

(q) subject to Section 7.11, product labeling, product advertising, marketing and promotional materials, sales training materials and all other materials to the extent used in the Business;

(r) the Transferred Receivables;

(s) all claims (including under any express or implied warranties, guarantees or indemnities), causes of action, choses in action, rights of recovery and rights of set-off of any kind (including the right to sue and recover for past infringements or misappropriations of Transferred Intellectual Property), in each case to the extent arising from the Business or related to any Transferred Business Asset or Assumed Business Liability;

(t) the Transferred Inventory;

(u) all refunds (other than any refunds with respect to Taxes to which Abbott is entitled pursuant to Section 6.4(j)) and prepaid expenses, in each case to the extent used in the Business or related to any other Transferred Business Asset or Assumed Business Liability;

(v) the Employee Plan assets and the Abbott Contractual Trust Arrangement assets transferred pursuant to Article 8 and the assets of any Stand-Alone Employee Plan;

(w) subject to Section 7.18(a), to the extent transferable in accordance with applicable Law, all Books, Records and Files (other than income and similar Tax Returns and related Books, Records and Files) to the extent used in the Business or related to any other Transferred Business Asset or Assumed Business Liability;

(x) to the extent transferable in accordance with applicable Law, all right, title and interest in and to all Permits held by an Acquired Company or an Acquired Company Subsidiary or used in the manufacturing operations of the Business conducted at the Manufacturing Facilities;

(y) copies of Tax Returns that relate to the Business and all related Books, Records and Files (including accounting records); provided, however, that Abbott shall not be required to provide such Tax Returns (and related Books, Records and Files) that were filed by Abbott or any of its Continuing Affiliates; provided, further, that Abbott and its Affiliates may redact any information to the extent related to the Excluded Assets or used in Other Abbott Businesses from such Tax Returns and Books, Records and Files; provided, further, that such redaction shall not materially prejudice any information related to the Business contained in such Tax Returns and Books, Records and Files;

(z) all goodwill of the Business as a going concern; and

(aa) except as otherwise provided in Section 6.3(a) - (z) or Section 6.4, all tangible assets located in the Territories primarily used in the Business.

6.4 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, neither the Acquired Companies nor the Acquired Company Subsidiaries shall retain, purchase or otherwise acquire in connection with the Reorganization, and the Transferred Business Assets shall not include, any right, title and interest in or to any of the following assets (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) except as provided otherwise in this Agreement or any Ancillary Agreement, all the assets, rights and properties of every kind and description and wherever located, whether tangible or intangible, real, personal or mixed, of (i) the Business that are not Transferred Business Assets or (ii) the Other Abbott Businesses;

(b) all rights of Abbott and the Continuing Affiliates arising under this Agreement or the Ancillary Agreements or from the consummation of the transactions contemplated hereby or thereby;

(c) all cash and cash equivalents, Securities (other than the Acquired Shares and any shares of capital stock of any Acquired Company Subsidiary) and negotiable instruments on hand, in lock boxes, in financial institutions or elsewhere, including any cash residing in any collateral cash account securing any obligation or contingent obligation;

(d) all intercompany accounts between Abbott and any of the Continuing Affiliates, or between any Continuing Affiliate and any other Continuing Affiliate;

(e) the Retained Real Property;

(f) other than the assets set forth in Section 6.3(e), (i) the tangible personal property, including machinery, equipment, mechanical and spare parts, supplies, tools, tooling, dyes, production supplies, samples, media and other tangible property of any kind, (ii) the furniture, fixtures, office equipment and other equipment and (iii) all computing hardware, file servers, printers and networking and other information technology equipment (provided that the rights to such equipment do not affect rights to the data or information that may be contained in or processed by or using such equipment), in each case, located at the Retained Real Property;

(g) all Intellectual Property rights other than (i) the Transferred Intellectual Property (including the French Business IP Assets), (ii) the Business IP License Agreements and (iii) the rights of the Acquired Companies and the Acquired Company Subsidiaries arising under this Agreement and the Ancillary Agreements;

(h) except as set forth in Section 6.3(o), any rights in and to any development program;

(i) all insurance policies;

(j) any refunds or credits, claims for refunds or credits or rights to receive refunds or credits from any Governmental Authority with respect to Excluded Taxes;

(k) all assets of any employee or independent contractor compensation or benefit plan, program or arrangement that is maintained or contributed to by Abbott or any of its Affiliates and the assets of any Abbott Contractual Trust Arrangement, except for those Employee Plan assets and those Abbott Contractual Trust Arrangement assets that are transferred pursuant to Article 8 and except for assets of any Stand-Alone Employee Plan;

(l) the assets set forth on Schedule 6.3(n); and

(m) all owned and leased motor vehicles, laptops, tablets, mobile phones and similar assets primarily used by persons who are not Transferred Employees.

6.5 Assumed Business Liabilities. In connection with the Reorganization, Abbott shall cause the Acquired Companies or any one or more of the Acquired Company Subsidiaries to assume the following Liabilities of Abbott and its Affiliates (collectively, the "Assumed Business Liabilities"):

(a) all Liabilities of Abbott and its Affiliates under the Business Contracts and the Mixed-Use IP License Agreements to the extent such Liabilities arise out of the operation of the Business or relate to the ownership, operation or use of the Transferred Business Assets, in each case, from and after the Closing;

(b) all Liabilities of Abbott and its Affiliates under the Manufacturing Contracts, the Site Contracts and the Business IP License Agreements to the extent such Liabilities arise out of the operation of the Business or relate to the ownership, operation or use of the Transferred Business Assets, in each case, from and after the Closing;

(c) the Liabilities assumed pursuant to Articles 8 and 9;

(d) all Liabilities in connection with any Action to the extent such Liabilities arise out of the operation of the Business or relate to the ownership, operation or use of the Transferred Business Assets, in each case, from and after the Closing;

(e) all Liabilities of the Acquired Companies and the Acquired Company Subsidiaries arising under this Agreement or the Ancillary Agreements or from the consummation of the transactions contemplated hereby or thereby;

(f) the current Liabilities of the Business of the type and kind reflected in the trade accounts payable, accrued salaries and wages and the other accrued current Liabilities of the Statement of Investment Responsibility; and

(g) all other Liabilities of Abbott and its Affiliates to the extent relating to or arising out of the operation of the Business or the ownership, operation or use of the Transferred Business Assets, in each case, from and after the Closing.

6.6 Excluded Liabilities. Notwithstanding anything to the contrary in Section 6.5, neither the Acquired Companies nor any Acquired Company Subsidiary shall assume or be obligated to pay, perform or otherwise discharge any of the following Liabilities of Abbott or its Affiliates (all such Liabilities not being assumed being herein called the "Excluded Liabilities"):

(a) except to the extent constituting Assumed Liabilities pursuant to Sections 6.5(c), (e) and (f), all Liabilities of Abbott and its Affiliates (including all Liabilities in connection with any Action, environmental matters and product Liability for Products sold and recalls of Products) to the extent arising out of the operation of the Business or related to the ownership, operation or use of the Transferred Business Assets, in each case, prior to the Closing;

(b) all Liabilities of Abbott and its Affiliates to the extent arising out of the operation of the Other Abbott Businesses or related to the ownership, operation or use of the Excluded Assets (including the Retained Real Property);

(c) all Excluded Taxes;

(d) all Liabilities retained by Abbott and the Continuing Affiliates pursuant to Articles 8 and 9, including any debt arising under Section 75 of the UK Pensions Act 1995 as a consequence of the Business Transfer and any Liability for pension enhancements on the redundancy or early retirement of a Transferred Employee arising in respect of periods of employment prior to the Closing that would transfer to New Mylan or its Affiliates strictly by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 1981 and 2006 of England and Wales;

(e) all Financial Indebtedness of Abbott or any of its Affiliates;

(f) all intercompany accounts between Abbott and any of the Continuing Affiliates, or between any Continuing Affiliate and any other Continuing Affiliate; and

(g) all Liabilities of Abbott and its Continuing Affiliates arising under this Agreement or the Ancillary Agreements or from the consummation of the transactions contemplated hereby or thereby.

6.7 Delayed Reorganization Closings.

(a) Other than in the case of (i), (ii) or (iii), with respect to the consummation of the acquisition by New Mylan of the Acquired Shares or the issuance by New Mylan to Abbott or the Continuing Affiliates of the Consideration Shares, if (i) any Consent of a Governmental Authority required to effect the Reorganization in any applicable jurisdiction has not been obtained at the time of the Closing, (ii) any Governmental Authority in any applicable jurisdiction shall have enacted, issued, promulgated, enforced or entered any Order (whether temporary, preliminary or permanent) that has the effect of making the transactions contemplated by the Reorganization illegal or otherwise prohibiting the consummation of such transactions in such jurisdiction that is continuing as of the Closing Date or (iii) any notification to, or where appropriate, consultation or negotiation with a works council, union, labor board, employee group or Governmental Authority required to effect the Reorganization with respect to any applicable jurisdiction has not been completed at the time of the Closing (each, a "Delayed Reorganization Jurisdiction"), then the Parties shall, in accordance with this Section 6.7, defer (to the extent permitted under applicable Law) the closing of the transactions contemplated in connection with the Reorganization solely with respect to the Transferred Business Assets and Assumed Business Liabilities related to such Delayed Reorganization Jurisdiction (each, a "Delayed Reorganization Closing"). In such event, unless otherwise agreed in writing by the Parties, (A) the legal interest in and to such Transferred Business Assets shall not be conveyed, assigned, transferred or delivered to, and such Assumed Business Liabilities shall not be assumed by, the applicable Acquired Companies or Acquired Company Subsidiaries until the applicable Delayed Reorganization Closing occurs, (B) the Parties shall use their reasonable best efforts to obtain any such required Consents, resolve any such Orders, cause the expiration of all

mandatory waiting periods as soon as practicable and complete any such required notifications, consultations or negotiations as promptly after the Closing as practicable, (C) to the extent permitted under applicable Law, New Mylan or the applicable Affiliate of New Mylan shall acquire beneficial interest in and to such Transferred Business Assets and such Assumed Business Liabilities at the Closing (including all cash and cash equivalents generated from and after Closing with respect thereto) for the period of time commencing upon the Closing and terminating upon the occurrence of the Delayed Reorganization Closing and (D) to the extent permitted under applicable Law, until the earlier of the Delayed Reorganization Closing and the third anniversary of the Closing Date, Abbott and the Continuing Affiliates shall conduct the Business in the Delayed Reorganization Jurisdiction for the benefit and at the expense of New Mylan or its applicable Affiliate, in accordance with New Mylan's reasonable instructions and shall take such other actions as may reasonably be requested by New Mylan so that all of the benefits and Liabilities attributable to the Transferred Business Assets and Assumed Business Liabilities related to such Delayed Reorganization Jurisdiction, including use, risk of loss, potential for gain and dominion, and control and command over such Transferred Business Assets and Assumed Business Liabilities inure from and after Closing to New Mylan. Neither Abbott nor any of the Continuing Affiliates shall have any Liability to New Mylan or any of its Affiliates arising out of the management or operation of the Business after the Closing and pending the Delayed Reorganization Closing in any Delayed Reorganization Jurisdictions other than for gross negligence or willful misconduct. Any Delayed Reorganization Closing shall occur no later than thirty (30) days after receipt of all required Consents, the resolution of all applicable Orders, the expiration of all mandatory waiting periods and the completion of all required notifications to and consultations and negotiations with works councils, unions, labor boards, employee groups and Governmental Authorities, or at such time as the Parties may mutually agree upon in writing. For purposes of Sections 4.2(b), 4.3(b), 5.4(b), 6.1, 7.7, 7.10, 7.15, 7.16 and 7.17(b) and Article 8 (as described in Section 6.7(b)) to the extent applicable in connection with any Delayed Reorganization Jurisdiction, all references to the Closing or the Closing Date shall be deemed to be references to the applicable Delayed Reorganization Closing.

(b) For purposes of Article 8, in respect of any Delayed Reorganization Jurisdiction, unless otherwise agreed in writing by the Parties, (i) subject to clause (iv) below, New Mylan and Abbott shall mutually agree in good faith on appropriate arrangements to continue the Abbott compensation and employee benefits (including statutory arrangements) for the applicable Business Employees as of the Closing (except to the extent otherwise required by applicable Law), at the expense of New Mylan, and such Business Employees shall remain employees of Abbott and its Continuing Affiliates until the date of the Delayed Reorganization Closing or such other date as may be agreed upon by New Mylan and Abbott, (ii) except to the extent otherwise required by applicable Law, Business Employees in such Delayed Reorganization Jurisdiction shall not become Transferred Employees until the Delayed Reorganization Closing, at which time Abbott and New Mylan shall, and shall cause their respective Affiliates, as applicable, to take such steps as are required to transfer the employment of the applicable Business Employees to an Acquired Company or an Acquired Company Subsidiary by way of automatic transfer or by making offers of employment in accordance with Section 8.1, (iii) any Pension Transfer Amount and any DC Transfer Amount shall be determined as of the Delayed Reorganization Closing, in the same manner as provided in Sections 8.4 and 8.5, respectively, and, subject to such consents, approvals and other legal requirements as may apply under applicable Law, Abbott shall use reasonable best efforts to

cause the transfer of any Pension Transfer Amount and any DC Transfer Amount to take place within 180 days of the Delayed Reorganization Closing, in each case after taking into account adjustments for earnings, gains/losses and benefit payments after the Delayed Reorganization Closing but prior to the date of transfer, in the same manner as provided in Sections 8.4 and 8.5, respectively, and (iv) any required adjustments to implement Article 8 with respect to such Delayed Reorganization Jurisdiction, including in respect of the timing and manner of payments between Abbott, Affiliates of Abbott, New Mylan or Affiliates of New Mylan, shall be set forth in the Reorganization Transfer Documents applicable to the Delayed Reorganization Jurisdiction.

(c) For U.S. federal income Tax purposes, notwithstanding that there may be Delayed Reorganization Jurisdictions, the Parties nevertheless agree to treat New Mylan or the applicable Affiliate of New Mylan as having acquired beneficial interest in and to all Transferred Business Assets and Assumed Business Liabilities at the Closing. Accordingly, for U.S. federal income Tax purposes, (i) Abbott and its Affiliates shall be treated as conducting the Business in the Delayed Reorganization Jurisdiction for the benefit and as an agent of New Mylan or its applicable Affiliate and (ii) all cash and cash equivalents generated by the Transferred Business Assets in any Delayed Reorganization Jurisdiction will be for the account of New Mylan or its applicable Affiliate.

(d) If the Delayed Reorganization Closing for any Delayed Reorganization Jurisdiction has not occurred by the third anniversary of the Closing Date, then Abbott and the Continuing Affiliates shall, acting as agents of New Mylan and its applicable Affiliates, take all reasonable actions necessary to sell the Transferred Business Assets related to such Delayed Reorganization Jurisdiction for the benefit and at the expense of New Mylan or its applicable Affiliates and in accordance with New Mylan's reasonable instructions; provided that (i) New Mylan shall indemnify Abbott and the Continuing Affiliates for actions taken in accordance with New Mylan's instructions by Abbott and the Continuing Affiliate as agents of New Mylan and its applicable Affiliates in connection with the sale of such Transferred Business Assets pursuant to this Section 6.7(d), (ii) New Mylan and its Affiliates shall be the indemnifying party for any indemnification obligations set forth in any definitive agreement for the sale of such Transferred Business Assets pursuant to this Section 6.7(d) and (iii) Abbott and its Continuing Affiliates shall not be required to take any action materially adverse to the business interests of Abbott and its Continuing Affiliates.

6.8 Reorganization Capitalization Table. No fewer than ten (10) U.S. Business Days prior to the Closing Date, Abbott shall provide Mylan a schedule setting forth for each Acquired Company and each Acquired Company Subsidiary as of the Closing the jurisdiction of incorporation or organization of such Person and the number of shares of capital stock of such Person that will be issued and outstanding and the record ownership and Beneficial Ownership thereof (the "Reorganization Capitalization Table").

ARTICLE 7

ADDITIONAL COVENANTS AND AGREEMENTS

7.1 Conduct of the Business. From the date of this Agreement until the Closing (or until the earlier termination of this Agreement in accordance with Section 11.1),

except (a) as expressly required by applicable Law, (b) as contemplated by or otherwise undertaken to implement this Agreement (including Article 6 and Article 8) or any Ancillary Agreement, (c) as waived or consented to in writing in advance by Mylan (which consent shall not be unreasonably withheld, delayed or conditioned), or (d) exclusively with respect to the Excluded Assets or the Excluded Liabilities, Abbott shall, and shall cause each of its Affiliates to (1) carry on the Business in the ordinary course consistent with past practice and in material compliance with applicable Law, (2) use reasonable best efforts to preserve intact the Transferred Business Assets (including the goodwill of the Business) and the relationships of Abbott and its Affiliates with their customers, vendors, suppliers, creditors, agents, landlords, equipment lessors, service providers and employees, in each case, to the extent relating to the Business, (3) pay all accounts payable and other current obligations of Abbott and its Affiliates, in each case, to the extent related to the Business, when they become due and payable in the ordinary course of business consistent with past practice, except for accounts payable or other obligations that are the subject of a good faith dispute, (4) continue to maintain the Books, Records and Files of Abbott and its Affiliates to the extent related to the Business on a basis consistent with past practice, (5) continue to make all material filings and payments with Regulatory Authorities required in connection with the Business in a timely manner, and use reasonable best efforts to maintain in effect all existing Registrations required for the ongoing operation of the Business as currently conducted, and, in addition to and without limiting the generality of the foregoing, Abbott shall not, and shall cause each of its Affiliates not to:

(i) (A) grant any increase, or announce any increase, in the wages, salaries, compensation, bonuses, incentives, pension, fringe, perquisite, change in control, retention, severance, termination or other benefits payable to, or make any new equity awards to, any Business Employee or Former Business Employee, (B) establish or increase or promise to establish or increase any benefits under any Employee Plan with respect to any Business Employee or Former Business Employee or (C) enter into, establish, adopt, amend or terminate, or take any action to accelerate the vesting or payment of any compensation or benefits under, any Stand-Alone Employee Plan (or any award or accrual thereunder), except in the case of each of (A), (B) and (C), (1) as may be required (x) under any Employee Plan or other Contract as in effect on the date hereof or (y) under applicable Law, (2) as would also relate to similarly situated employees of Abbott or the Continuing Affiliates or (3) as effected in the ordinary course of business consistent with past practice;

(ii) (A) hire any employee with annual base compensation equal to or greater than €300,000 for employment with the Acquired Companies or Acquired Company Subsidiaries or (B) transfer any Business Employee to any Other Abbott Business, other than individuals listed on Schedule 8.1(a)(i)-1;

(iii) enter into, terminate or materially amend any Described Contract or other Contract that, if in effect on the date hereof, would have been a Described Contract;

(iv) (A) sell, assign, convey, transfer or lease (as lessor), license, abandon (including by failing to pay any maintenance or annuity fees), let lapse, dispose of or otherwise make subject to a material Encumbrance (other than any Permitted Encumbrance) any Transferred Business Asset (including any Transferred Intellectual Property, Business IP License Agreements or Mixed-Use IP License Agreements or material equipment, in each case, to the extent used in the Business), other than in the ordinary course of business consistent with past

practice, (B) write off, forgive, waive or otherwise cancel any material accounts receivable of Abbott or any of its Affiliates to the extent included in the Transferred Business Assets, except as required by GAAP or in the ordinary course of business consistent with past practice, (C) merge or consolidate with any third party, acquire any material asset or material property of any third party or make any investment in any third party (including through any joint venture), in each case with respect to the Business, or (D) enter into any Contract or arrangement to do any of the foregoing;

(v) amend or modify any of the Constituent Documents of any Acquired Company or Acquired Company Subsidiary;

(vi) issue, sell, grant, pledge or otherwise encumber any Securities or Equity Rights of any Acquired Company or Acquired Company Subsidiary;

(vii) (A) change any material Tax or accounting methods, policies or practices of Abbott or any of its Affiliates (to the extent related to the Business), except as required by GAAP or applicable Law, (B) make or change any material Tax elections of the Acquired Companies or the Acquired Company Subsidiaries, or (C) settle any material Action with respect to Taxes of an Acquired Company or Acquired Company Subsidiary (except with respect to Excluded Taxes); provided that Abbott and its Affiliates shall be entitled to take actions described in (A), (B) or (C) to effectuate the Reorganization after providing reasonable notice to Mylan, except that such notice shall not be required for any action described in the Reorganization Plan;

(viii) make any capital expenditures or commitments therefor with respect to the Business which are in excess of $2,000,000 individually or $20,000,000 in the aggregate in any six (6) month period;

(ix) (A) ship Products to customers other than Affiliates of Abbott ahead of shipping dates requested by customers or otherwise accelerate sales of Products, (B) sell Products to customers other than Affiliates of Abbott in quantities that are not materially consistent with past shipment and sales practices or (C) engage in any practice that would reasonably be expected to be considered “channel stuffing” or “trade loading” of Products;

(x) accelerate to periods prior to the Closing collections of receivables that would otherwise be expected (based on past practice) to be made in periods after the Closing; or

(xi) agree or commit to do any of the foregoing.

7.2 Mylan Operating Covenants. From the date of this Agreement until the Closing (or until the earlier termination of this Agreement in accordance with Section 11.1), except (a) as expressly required by applicable Law, (b) as contemplated by or otherwise undertaken to implement this Agreement or any Ancillary Agreement, (c) as set forth on Schedule 7.2, or (d) as waived or consented to in writing in advance by Abbott (which consent shall not be unreasonably withheld, delayed or conditioned), Mylan shall, and shall cause each of the Mylan Subsidiaries to, carry on its and their respective businesses in the ordinary course consistent with past practice and in material compliance with applicable Law, and in addition to

and without limiting the generality of the foregoing, Mylan shall not, and shall not permit any Mylan Subsidiary to:

(i) amend or modify any of the Constituent Documents of any Mylan Party;

(ii) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property) in respect of any of its Securities, other than dividends or distributions by wholly-owned Mylan Subsidiaries to Mylan or other Mylan Subsidiaries;

(iii) split, combine or reclassify any of its Securities or issue or propose or authorize the issuance of any other Securities or Equity Rights in respect of, in lieu of or in substitution for its Securities, other than issuances of shares of Mylan Common Stock in connection with the exercise of Equity Rights that are outstanding on the date of this Agreement;

(iv) repurchase, redeem or otherwise acquire any Securities or Equity Rights of Mylan or any Mylan Subsidiary, or any other equity interests or any rights, warrants or options to acquire any such Securities, other than (A) the acquisition by Mylan of shares of Mylan Common Stock in connection with the surrender of shares of Mylan Common Stock by holders of Equity Rights in order to pay the exercise price thereof, (B) the withholding of shares of Mylan Common Stock to satisfy Tax obligations with respect to awards granted pursuant to the Mylan Stock Plan (or any successor thereto) or pursuant to individual equity compensation award agreements, (C) the acquisition by Mylan of Equity Rights of Mylan in connection with the forfeiture of such Equity Rights or (D) as required by Mylan's equity or equity-based incentive compensation plans or awards as in effect on the date of this Agreement;

(v) issue, sell, grant, pledge or otherwise encumber any Securities, or Equity Rights of Mylan or any Mylan Subsidiary, other than (A) issuances of Equity Rights in the ordinary course of business consistent with past practices to participants in the Mylan Stock Plan (or any successor thereto) or pursuant to individual award agreements with directors, officers, employees or agents of Mylan or the Mylan Subsidiaries (and the exercise or settlement thereof), (B) issuances of Mylan Common Stock in connection with the exercise of or settlement of Equity Rights that are outstanding on the date of this Agreement (or issued in accordance with this Agreement), (C) issuances of Securities between or among Mylan and any wholly-owned Mylan Subsidiaries and (D) issuances of Securities in connection with any transaction permitted pursuant to clause (vi) of this Section 7.2 so long as such transaction is not consummated prior to the expiration of the Restricted Period (as defined in the Shareholder Agreement);

(vi) merge or consolidate with any third party or acquire, directly or indirectly, all or substantially all of the assets or Securities of any third party if such transaction would be reasonably likely to delay in any material respect, and in any case beyond the Outside Date, the Closing;

(vii) sell, assign, convey, transfer or lease (as lessor) any material portion of the assets of Mylan and the Mylan Subsidiaries, taken as a whole, other than (A) in the ordinary course of business consistent with past practice or (B) if such transaction would not be reasonably likely to delay in any material respect, and in any case beyond the Outside Date, the Closing; or

(viii) enter into or otherwise become bound by any Contract granting any Person the right to require Mylan or New Mylan to register for sale pursuant to the Securities Act any Securities of Mylan or New Mylan that are Beneficially Owned by such Person, other than such rights that are expressly subordinate (including with respect to piggyback registration rights in connection with primary offerings of Securities by Mylan or New Mylan) to the registration rights of Abbott and its Affiliates in this Agreement and the Shareholder Agreement;

(ix) except for the transactions contemplated by this Agreement and the Ancillary Agreements, consummate any transaction whereby (A) New Mylan becomes a Subsidiary of any other Person or (B) any Person other than New Mylan would Beneficially Own any Securities or Equity Rights of Mylan or the Mylan Subsidiaries (excluding, following Closing, New Mylan); or

(x) agree or commit to do any of the foregoing (other than the actions set forth in clause (ix)).

7.3 Preparation of Proxy Statement and Registration Statement.

(a) As promptly as practicable following the date of this Agreement, subject to Abbott's compliance with the immediately succeeding sentence, Mylan shall prepare and file with the SEC a proxy statement in preliminary form relating to the matters to be submitted to the shareholders of Mylan at the Shareholders Meeting (such proxy statement and any amendments or supplements thereto, the "Proxy Statement") and New Mylan shall prepare and file with the SEC the Registration Statement, in which the Proxy Statement will be included as a prospectus. Abbott shall furnish all information concerning it, its Affiliates and the Business (including the Audited Financial Statements as required under Section 7.19) to the Mylan Parties, and provide such other assistance (including using reasonable best efforts to assist Mylan in obtaining customary accountants' comfort and consent letters from Abbott's accountants), as may be reasonably requested in connection with the preparation, filing and distribution of the Proxy Statement and the Registration Statement.

(b) Mylan shall cause the Proxy Statement to comply in all material respects with the applicable provisions of the Exchange Act, except that no covenant is made by the Mylan Parties with respect to statements made or incorporated by reference therein based on information supplied by Abbott. Mylan shall cause the Registration Statement to comply in all material respects with the applicable provisions of the Securities Act, except that no covenant is made by the Mylan Parties with respect to statements made or incorporated by reference therein based on information supplied by Abbott.

(c) Each Party agrees that none of the information supplied by such Party for inclusion or incorporation by reference in (i) the Proxy Statement shall, on the date mailed to the shareholders of Mylan and at the time of the Shareholders Meeting, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading or (ii) the Registration Statement shall, at the time the Registration Statement is declared effective under the Securities Act, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(d) The Mylan Parties shall (i) provide Abbott with a reasonable opportunity to review and comment on the Proxy Statement and the Registration Statement (including any amendment or supplement thereto) and any related material communications (including any responses to any comments of the SEC) prior to filing such documents or communications with the SEC, (ii) consider in good faith all comments to such documents or communications reasonably proposed by Abbott and (iii) promptly provide Abbott with a copy of all such documents and communications filed with the SEC. The Mylan Parties shall, as promptly as practicable after receipt thereof, provide Abbott with copies of any written comments and advise Abbott of any oral comments with respect to the Proxy Statement or the Registration Statement received from the staff of the SEC.

(e) Mylan shall cause the Proxy Statement to be mailed to its shareholders at the earliest practicable time after the Registration Statement is declared effective under the Securities Act. Mylan shall use reasonable best efforts to take all actions (other than qualifying to do business in any jurisdiction in which it is not now so qualified) required to be taken under any applicable state Securities Laws in connection with the consummation of the transactions contemplated in this Agreement.

(f) If at any time prior to the Effective Time (i) any Change occurs with respect to the Parties, or any of their respective Affiliates, directors or officers, or (ii) any information relating to the Parties, or any of their respective Affiliates, directors or officers, is discovered by any of the Parties, in the case of each of clauses (i) and (ii), which should be set forth in an amendment or supplement to (A) the Proxy Statement so that the Proxy Statement would not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading or (B) the Registration Statement so that the Registration Statement wound not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, the Party that observes such Change or discovers such information shall promptly notify the other Parties and Mylan or New Mylan, as applicable, shall file as promptly as practicable with the SEC an appropriate amendment or supplement to the Proxy Statement or the Registration Statement, as applicable, describing such Change or information and, as required by Law, disseminate the information contained in such amendment or supplement to the shareholders of Mylan.

7.4 Shareholders Meeting. Mylan shall duly take all lawful action to call, give notice of, convene and hold a meeting of the shareholders of Mylan (the "Shareholders Meeting") on a date as promptly as practicable after the Registration Statement is declared effective under the Securities Act for the purpose of obtaining the Shareholder Approval and shall take all lawful action to solicit and obtain the Shareholder Approval.

7.5 Takeover Laws. In the event any "fair price," "business combination" or "control share acquisition" statute or other similar statute or regulation is or becomes applicable to the transactions contemplated by this Agreement, New Mylan, Mylan, Merger Sub and their respective boards of directors (or other similar governing body) shall use their reasonable best efforts to grant such approvals and take such actions as are necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated by this Agreement and shall otherwise act to minimize the effects of any such statute or regulation on the transactions contemplated by this Agreement.

7.6 Stock Exchange Listing. New Mylan shall use its reasonable best efforts to cause the New Mylan Ordinary Shares, including the Consideration Shares, to be issued in connection with the Business Transfer and the Merger to be approved for listing on the Stock Exchange, subject to official notice of issuance, prior to the Closing Date.

7.7 Access to Information; Confidentiality.

(a) From the date hereof until the Closing, upon reasonable notice, each of Abbott and its Affiliates shall: (i) afford Mylan and its authorized representatives reasonable access to the personnel, the properties and the Books, Records and Files of the Business (including for the purpose of conducting environmental assessments or investigations at the Manufacturing Facilities) and (ii) furnish to the officers, directors, employees and authorized representatives of Mylan such additional financial and operating data and other information related to the Business (or copies thereof) as Mylan may from time to time reasonably request, including information related to the allocation of costs shared by the Business and the Abbott Other Businesses; provided, however, that any such access or furnishing of information shall be scheduled and coordinated through the individual listed on Schedule 7.7(a) (or his designee or designees) and shall be conducted at Mylan's expense, during normal business hours, under the supervision of Abbott's or its Affiliates' personnel and in such a manner as not to unreasonably interfere with the normal operations of the Business or any of the Other Abbott Businesses. Notwithstanding anything to the contrary in this Agreement, Abbott and its Affiliates shall not be required to disclose any information to Mylan if such disclosure would, as determined by Abbott in good faith, be reasonably likely to (i) jeopardize any attorney-client or other legal privilege or (ii) contravene any applicable Laws or fiduciary duty.

(b) From the date hereof until the Closing, upon reasonable notice, each of Mylan and its Affiliates shall: (i) afford Abbott and its authorized representatives reasonable access to the properties and the Books, Records and Files of the Mylan Parties and the Mylan Subsidiaries, and (ii) furnish to the officers, directors, employees, and authorized representatives of Abbott such additional financial and operating data and other information (or copies thereof) as Abbott may from time to time reasonably request; provided, however, that any such access or furnishing of information shall be scheduled and coordinated through the individual listed on Schedule 7.7(b) (or his designee or designees) and shall be conducted at Abbott's expense, during normal business hours, under the supervision of Mylan's or its Affiliates' personnel and in such a manner as not to interfere with the normal operations of the business of the Mylan Parties and the Mylan Subsidiaries. Notwithstanding anything to the contrary in this Agreement, Mylan and its Affiliates shall not be required to disclose any information to Abbott if such disclosure would, as determined by Mylan in good faith, be reasonably likely to (i) jeopardize any attorney-client or other legal privilege or (ii) contravene any applicable Laws or fiduciary duty.

(c) Subject to Section 7.3 and Section 13.2, the terms of the Confidential Disclosure Agreement, dated as of May 2, 2014, between Abbott and Mylan (the "Confidentiality Agreement"), shall continue in full force and effect until the Closing, at which time such Confidentiality Agreement shall terminate; provided, however, that, from and after the Closing, except as would have been permitted under the terms of the Confidentiality Agreement (including the descriptions therein of items that do not constitute "Evaluation Material"), (i) Mylan shall, and shall cause its officers, directors, employees, authorized representatives and

Affiliates to, treat and hold as confidential, and not disclose to any Person, information related to the discussions and negotiations between the Parties regarding this Agreement and the transactions contemplated hereby and all information to the extent relating to Abbott (other than, for the avoidance of the doubt, the Business), the Other Abbott Businesses or the Excluded Assets furnished by or on behalf of Abbott prior to the Closing (and all notes, memoranda, analyses, compilations, studies, forecasts, reports, samples, data, statistics, summaries, interpretations or other documents prepared by or on behalf of Abbott or its representatives that contain, reflect or are based upon, in whole or in part, such information), and (ii) Abbott shall, and shall cause its officers, directors, employees, authorized representatives and Continuing Affiliates to, treat and hold as confidential, and not disclose to any Person, information related to the discussions and negotiations between the Parties regarding this Agreement and the transactions contemplated hereby and all information to the extent relating to the Business in the possession of Abbott or any of its Affiliates prior to the Closing or obtained pursuant to Section 7.18. In no event shall any Party use, or permit any other Person to use, the information to be kept confidential and not disclosed pursuant to the immediately preceding sentence for any purpose other than as expressly contemplated under this Agreement or any Ancillary Agreement. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall continue in full force and effect.

(d) Nothing provided to Mylan pursuant to Section 7.7(a) shall in any way amend or diminish Mylan's obligations under the Confidentiality Agreement. Mylan acknowledges and agrees that any Evaluation Material (as defined in the Confidentiality Agreement) provided to Mylan pursuant to Section 7.7(a) or otherwise by or on behalf of Abbott or any officer, director, employee or authorized representative of Abbott shall be subject to the terms and conditions of the Confidentiality Agreement. Nothing provided to Abbott pursuant to Section 7.7(b) shall in any way amend or diminish Abbott's obligations under the Confidentiality Agreement. Abbott acknowledges and agrees that any Evaluation Material (as defined in the Confidentiality Agreement) provided to Abbott pursuant to Section 7.7(b) or otherwise by or on behalf of Mylan or any officer, director, employee or authorized representative of Mylan shall be subject to the terms and conditions of the Confidentiality Agreement.

7.8 Regulatory and Other Authorizations; Notices and Consents.

(a) Mylan and, where applicable, Abbott shall make or cause to be made all initial submissions pursuant to the EU Merger Regulation and the Competition/Investment Laws of the jurisdictions set forth in Schedule 7.8, and all filings required pursuant to the HSR Act, in each case, with respect to the transactions contemplated by this Agreement as promptly as practicable (and in any event no later than twenty (20) U.S. Business Days from the date hereof). Mylan and, where applicable, Abbott shall promptly make or cause to be made all additional filings required pursuant to the EU Merger Regulation and the Competition/Investment Laws of the jurisdictions set forth in Schedule 7.8. Abbott and Mylan each shall (i) promptly supply the other Party with any information which is required in order to effectuate such filings, (ii) respond as promptly as practicable to any inquiries received from any Governmental Authority relating to matters that are the subject of this Agreement and (iii) agree not to extend any waiting period under the HSR Act, the EU Merger Regulation or any other Competition/Investment Laws in respect of, or enter into any agreement with any Governmental Authority not to consummate, the transactions contemplated by this Agreement, except with the

prior written consent of the other Party, not to be unreasonably withheld, delayed or conditioned. Abbott and Mylan each shall (1) promptly notify the other Party of any material communication between that Party and any Governmental Authority relating to matters that are the subject of this Agreement; (2) consult with the other Party in advance of participating in any meeting or discussion with any Governmental Authority with respect to any filings, investigation or inquiry concerning the transactions contemplated by this Agreement and, to the extent permitted by such Governmental Authority, give the other Party (and its counsel) the opportunity to attend and participate thereat; (3) subject to applicable Law, discuss with and permit the other Party (and its counsel) to review in advance, and consider in good faith the other Party's reasonable comments in connection with, any proposed filing or communication to any Governmental Authority concerning the transactions contemplated by this Agreement or relating to any investigation, inquiry or other proceeding arising in connection with or relating to the transactions contemplated by this Agreement; and (4) subject to applicable Law, furnish the other Party with copies of all written correspondence and communications between them and their Affiliates and their respective representatives, on the one hand, and any Governmental Authority or members of their respective staffs, on the other hand, in each case, with respect to the transactions contemplated by this Agreement.

(b) In furtherance and not in limitation of the foregoing, Mylan shall take any and all steps necessary to avoid or eliminate impediments or objections, if any, that may be asserted with respect to the transactions contemplated by this Agreement under any Competition/Investment Law so as to enable the Parties to close the transactions contemplated by this Agreement as promptly as practicable, including (i) proposing, negotiating, committing to and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture, disposition or license of any assets, properties, businesses, rights or product lines of New Mylan, Mylan, its Subsidiaries or the Business, or any interests therein, and (ii) otherwise taking or committing to take actions that after the Closing Date would limit Mylan's, New Mylan's or their respective Affiliates freedom of action with respect to, or its or their ability to retain, one or more of the assets, properties, businesses, rights or product lines of New Mylan, Mylan, its Subsidiaries or the Business, in each case as may be required in order to avoid the entry of, or to effect the dissolution of, any decree, Order or judgment (whether temporary, preliminary or permanent) that would restrain, prevent or delay the Closing; provided, however, that Mylan shall not be required to propose, negotiate, commit to, effect or take any action that is not conditioned upon the consummation of the Business Transfer. Mylan shall use its reasonable best efforts to defend through appropriate Action any claim asserted in court by any Person in order to avoid entry of, or to have vacated or terminated, any decree or preliminary injunction that would restrain, prevent or delay the Closing. Notwithstanding the foregoing, nothing in this Agreement shall be construed to require Mylan to defend through Action any claim asserted in court by any Party in order to avoid entry of, or to have vacated or terminated, any permanent injunction or administrative litigation that would restrain, prevent or delay the Closing.

(c) Notwithstanding anything to the contrary herein, Abbott and its Affiliates shall not, without Mylan's prior written consent, propose, negotiate, commit to, effect or take any action in respect of any impediment or objection that may be asserted with respect to the transactions contemplated by this Agreement under any Competition/Investment Law.

7.9 Notifications. Each Party shall promptly notify the other Party in writing of any fact, change, condition, circumstance or occurrence or nonoccurrence of any event of which it is aware that shall result in (a) any representation or warranty made by such Party to be untrue or inaccurate in a manner which would result in the failure of the condition set forth in Section 10.2(a) or Section 10.3(a) and (b) any material failure on such Party's part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 7.9 shall not limit or otherwise affect the rights or remedies available hereunder to the Party receiving such notice (including not having any effect for purposes of determining (i) the satisfaction of the conditions set forth in Article 10 or (ii) whether any Person is entitled to indemnification pursuant to Article 12).

7.10 Release of Indemnity Obligations.

(a) Abbott and Mylan shall cooperate with each other with a view to entering into arrangements effective as of the Closing whereby New Mylan or its Affiliates would be substituted for Abbott and its Continuing Affiliates in any guarantees, letters of comfort, indemnities or arrangements entered into by Abbott or its Continuing Affiliates in respect of the Business (but only to the extent such guarantees, letters of comfort, indemnities or similar arrangements constitute Assumed Business Liabilities). If New Mylan or its Affiliates cannot enter into the arrangements referred to above, Abbott shall not terminate any such guarantee, letter of comfort, indemnity or arrangement without New Mylan's prior written consent; provided, however, that New Mylan shall enter into a separate guaranty with Abbott or its applicable Continuing Affiliate to guarantee the performance of the obligations of Abbott or such Continuing Affiliate, as applicable, under the Contract underlying such guarantee, letter of comfort, indemnity or arrangement to the extent such obligations constitute Assumed Business Liabilities.

(b) After the Closing, each of Abbott and New Mylan, at the request of the other Party, shall use, and shall cause their respective Affiliates to use, reasonable best efforts to obtain any Consent, substitution or amendment required to novate or assign all Assumed Business Liabilities to New Mylan or its Affiliates and any Excluded Liabilities to Abbott or the Continuing Affiliates, and obtain in writing the unconditional release of Abbott and its Affiliates with respect to the Assumed Business Liabilities and the unconditional release of New Mylan and its Affiliates with respect to the Excluded Liabilities, the costs of which shall be borne equally by Abbott and New Mylan.

7.11 Abbott Brands Limited License.

(a) Without limiting any other provision of this Section 7.11, effective as of the Closing, Abbott and the Continuing Affiliates hereby grant (to the extent Abbott or any of the Continuing Affiliates has a right to) to New Mylan and its Affiliates, for a period of two (2) years after the Closing, a non-exclusive, irrevocable (except in the event of a material breach by New Mylan or its Affiliates of this Section 7.11(a), which breach is not cured within thirty (30) days of written notice from Abbott), non-assignable, royalty-free right and license to use the Abbott Brands in the Territories to manufacture, package and label the Products to the same extent as such Products were manufactured, packaged and labeled in the Business immediately prior to the Closing, for the sole purpose of selling the Products in the Territories.

(b) Without limiting any other provision of this Section 7.11, effective as of the Closing, Abbott and the Continuing Affiliates hereby grant (to the extent Abbott or any of the Continuing Affiliates has a right to) to New Mylan and its Affiliates, for a period of six (6) months after the Closing, a non-exclusive, irrevocable (except in the event of a material breach by New Mylan or its Affiliates of this Section 7.11(b), which breach is not cured within thirty (30) days of written notice from Abbott), non-assignable, royalty-free right and license to use the Abbott Brands in the Territories on any advertising, marketing and promotional materials of the Products (including on websites) as used in the Business immediately prior to the Closing, for the sole purpose of selling the Products in the Territories.

(c) Without limiting any other provision of this Section 7.11, effective as of the Closing, Abbott and the Continuing Affiliates hereby grant (to the extent Abbott or any of the Continuing Affiliates has a right to) to New Mylan and its Affiliates, for a period of ninety (90) days after the Closing, a non-exclusive, irrevocable (except in the event of a material breach by New Mylan or its Affiliates of this Section 7.11(c), which breach is not cured within thirty (30) days of written notice from Abbott), non-assignable, royalty-free right and license to use the Abbott Brands in the Territories on signs, billboards and telephone listings used in the Business immediately prior to the Closing; provided that New Mylan shall promptly cover and commence and continue until completed the removal of such signs and billboards.

(d) Promptly after the Closing, New Mylan shall, and shall cause its Affiliates to, cease use of any Abbott Brand for which New Mylan has not been granted a license pursuant to Section 7.11(a), (b) or (c), including on sales invoices, stationery, office forms or other similar materials of the Business.

(e) Any use by New Mylan and its Affiliates of the Abbott Brands as permitted in this Section 7.11 is subject to their use of the Abbott Brands in a form and manner, and with standards of quality, substantially consistent with the use of the Abbott Brands immediately prior to the Closing Date and delivered to New Mylan in writing prior to the Closing. Except as expressly provided in this Section 7.11, New Mylan and its Affiliates shall have no right to use in any way the Abbott Brands.

7.12 Corporate Name. As soon as reasonably practicable after the Closing, but in any event no later than thirty (30) days thereafter, New Mylan shall, and shall cause its Affiliates to, amend the Constituent Documents of the Acquired Companies and the Acquired Company Subsidiaries, as applicable, and to take all additional action necessary to delete any reference to Abbott in their respective company names and, within such thirty (30) day period, to make all required filings with Governmental Authorities (other than Regulatory Authorities) to effect such amendments.

7.13 Directors and Officers.

(a) Prior to the Closing Date, Abbott shall cause each of the Acquired Companies and the Acquired Company Subsidiaries to (i) hold such corporate or other meetings as are necessary pursuant to applicable Laws to discharge the members of each board of directors or equivalent governing body of the Acquired Companies and the Acquired Company Subsidiaries (the "Resigning Directors") and (ii) execute and deliver to Abbott a general release and discharge from each Acquired Company and Acquired Company Subsidiary releasing and

discharging each Resigning Director and past director and each past and present officer, employee and agent from any and all Liabilities to such Acquired Company or Acquired Company in connection with or arising out of any act or omission of any such director, officer, employee or agent, in his or her capacity as such, at or prior to the Closing, in the case of (i) and (ii), with effect as of the Closing.

(b) Effective upon the Closing, New Mylan shall not, and shall not cause or permit any of its Affiliates (including any Acquired Company or Acquired Company Subsidiary) to, make any claim against any past or present director, officer, employee or agent of the Acquired Companies or the Acquired Company Subsidiaries (or their respective heirs or successors) in connection with any act or omission of such director, officer, employee or agent in his or her capacity as such prior to the Closing, except for fraud or as expressly permitted or required by the terms of this Agreement or the Ancillary Agreements.

7.14 Transition Services. Following the Closing, (a) Abbott or one or more of the Continuing Affiliates shall provide or make available certain services, rights, properties and assets (to the extent Abbott or one of the Continuing Affiliates has the right to) and (b) New Mylan or one or more of its Affiliates shall provide or make available certain services, rights, properties and assets (to the extent New Mylan or one of its Affiliates has the right to), in each case, pursuant to a transition services agreement, in Agreed Form, to be entered into at the Closing between Abbott and New Mylan (the "Transition Services Agreement") containing the terms and conditions set forth on Exhibit C.

7.15 Further Action.

(a) Without limiting any other express obligation hereunder, each of Abbott and Mylan shall use its reasonable best efforts to take or cause to be taken all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, the Contracts included in the Transferred Business Assets or otherwise and to execute and deliver such documents and other papers and any other agreements, as may be necessary to, as soon as practicable, carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement, including the Reorganization, the Business Transfer and the Merger, including obtaining from third parties all required Consents, the costs of which shall be borne equally by Abbott and New Mylan; provided that, without Mylan's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), Abbott shall not grant to any third party any concession that would reasonably be expected to materially and adversely affect New Mylan's operation of the Business after the Closing. Without limiting the generality of the foregoing, each of Abbott and Mylan shall use its reasonable best efforts to negotiate in good faith (to the extent not already in Agreed Form) and enter into the Ancillary Agreements with such terms and conditions required pursuant hereto and such other terms and conditions as are mutually agreeable to the Parties. Without limiting the generality of the foregoing, Abbott shall use its reasonable best efforts to transfer or have reissued to, or obtain for, Acquired Companies all Permits necessary under Law to operate the Business and the Transferred Business Assets.

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign, license, sublicense or otherwise provide rights with respect to any Transferred Business Asset (including any Contract (other than any

Employee Plan) included in the Transferred Business Assets) or any right thereunder if an attempted assignment, license or other provision, without the Consent of a third party, would constitute a breach or other contravention of a Contract with such third party or would in any way adversely affect the rights of New Mylan or any of its Affiliates relating to such Transferred Business Asset. If any such Consent is not obtained prior to the Closing, the Parties shall cooperate in good faith and use their reasonable best efforts to obtain such Consent as promptly thereafter as practicable and the costs of obtaining any such Consent shall be borne equally by Abbott and New Mylan; provided that, without Mylan's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), Abbott shall not grant to any third party any concession that would reasonably be expected to materially and adversely affect New Mylan's operation of the Business after the Closing. If the Parties are unable to obtain any required Consent prior to the Closing, Abbott shall, after the Closing, solely to the extent any affected asset, Contract or right inures to the benefit or burden of the Business, use reasonable best efforts to (i) continue to be bound thereby pending assignment to New Mylan, (ii) at the direction and expense of New Mylan, pay, perform and discharge fully all of its obligations thereunder after the Closing and prior to assignment to New Mylan, (iii) without further consideration therefor, pay, assign and remit to New Mylan promptly all monies, rights and other consideration received in respect of such asset, Contract or right and (iv) exercise or exploit its rights and options under such asset, Contract or right, when and as reasonably directed by New Mylan. If and when any such Consent shall be obtained or such asset, Contract or right shall otherwise become assignable, licensable, sublicenseable or able to be provided to New Mylan, Abbott shall promptly assign, license, sublicense or otherwise provide such asset, Contract or right to New Mylan without payment of further consideration and New Mylan shall, without the payment of any further consideration therefor, assume such asset, Contract or right.

(c) If the Parties determine that certain Transferred Business Assets were not transferred to or retained in the Acquired Companies or the Acquired Company Subsidiaries at or prior to Closing or otherwise were not transferred to New Mylan or one of its Affiliates at Closing, Abbott shall promptly transfer and deliver any and all of such Transferred Business Assets to New Mylan or one of its Affiliates (including, from and after the Closing, the Acquired Companies and the Acquired Company Subsidiaries) without the payment by New Mylan of any further consideration therefor. If the Parties determine that certain Excluded Assets were transferred to or retained in the Acquired Companies or the Acquired Company Subsidiaries at or prior to Closing or otherwise transferred to New Mylan or one of its Affiliates at Closing, New Mylan shall promptly transfer and deliver any and all of such Excluded Assets to Abbott or one of the Continuing Affiliates without the payment by Abbott of any further consideration therefor. The costs of obtaining any Consents in connection with such transfer and delivery shall be borne equally by Abbott and New Mylan; provided that, without Mylan's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), Abbott shall not grant to any third party any concession that would reasonably be expected to materially and adversely affect New Mylan's operation of the Business after the Closing. The Parties agree and acknowledge that Business Know-How may not be contained in Books, Records and Files, and notwithstanding anything in this Agreement other than Section 7.25 to the contrary, but subject to the terms and conditions of the Transition Services Agreement, neither Party nor any of its Affiliates shall have any obligation to deliver or effect any transfer of Business Know-How to another Party beyond its obligations under this Agreement to deliver Books, Records and Files.

7.16 Mixed Contracts.

(a) Except as may otherwise be agreed by the Parties in writing, any Contract (other than any Manufacturing Contract, Site Contract, Business IP License Agreement, Employee Plan or any Contract that constitutes an Excluded Asset) to which Abbott or any of its Affiliates is a Party prior to the Closing, in each case that inures to the benefit or burden of each of the Business and the Other Abbott Businesses (a "Mixed Contract"), shall, to the extent commercially reasonable, be separated (or, with respect to a Mixed-Use IP License Agreement, to the extent not separated and to the extent permitted, sublicensed in accordance with the provisions of Section 7.16(b)) as of the Closing, so that each of Abbott and New Mylan shall be entitled to the rights and benefits and shall assume the related portion of any Liabilities inuring to their respective businesses. Abbott shall provide New Mylan with a copy of each Mixed Contract (it being understood that the Parties shall use reasonable best efforts to comply, where practicable, with any applicable confidentiality provisions contained in such Mixed Contracts), and the Parties shall cooperate with each other to effect such separation. The costs of such separation shall be borne equally by Abbott and New Mylan; provided that, without Mylan's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), Abbott shall not grant to any third party any concession that would reasonably be expected to materially and adversely affect New Mylan's operation of the Business after the Closing. If any Mixed Contract cannot be so separated (or, with respect to a Mixed-Use IP License Agreement, to the extent not separated and to the extent permitted, sublicensed in accordance with the provisions of Section 7.16(b)), Abbott and New Mylan shall, and shall cause each of their respective Affiliates to, use their reasonable best efforts to cause, for the period after the Closing, (i) the rights and benefits under each Mixed Contract to the extent relating to the Business to be enjoyed by New Mylan; (ii) the Liabilities under each Mixed Contract to the extent relating to the Business to be borne by New Mylan; (iii) the rights and benefits under each Mixed Contract to the extent relating to the Other Abbott Businesses to be enjoyed by Abbott; and (iv) the Liabilities under each Mixed Contract to the extent relating to the Other Abbott Businesses to be borne by Abbott. Notwithstanding the foregoing, with respect to any Mixed Contract, Abbott may, in its sole discretion, elect in lieu of the foregoing arrangements to assign its entire interest in any Mixed Contract to New Mylan subject to the provisions of Section 7.15 and the other terms hereof; provided, however, that Abbott shall remain primarily liable for, and shall indemnify New Mylan and its Affiliates in respect of, any Liabilities thereunder to the extent such Liabilities relate to the Abbott Other Businesses.

(b) If any Mixed-Use IP License Agreement is not separated in accordance with Section 7.16(a), effective as of the Closing, Abbott and the Continuing Affiliates hereby grant (to the extent Abbott or any of the Continuing Affiliates has a right to, and subject to the terms and conditions of the applicable Mixed-Use IP License Agreements) to the Acquired Companies and the Acquired Company Subsidiaries, a perpetual, irrevocable (except in the event of a material breach by New Mylan or its Affiliates of this Section 7.16(b), which breach is not cured within thirty (30) days of written notice from Abbott), non-exclusive right and sublicense under the Mixed-Use IP License Agreements and solely for purposes of developing, manufacturing, using, selling, offering to sell, distributing, importing, supporting and otherwise disposing of the Products in or for the Territories and, in each case, subject to the terms and conditions of the Joint Products Agreement (the "Licensed Mixed-Use IP Sublicenses"). The Licensed Mixed-Use IP Sublicenses shall be non-assignable (provided that

each such Licensed Mixed-Use IP Sublicense shall, to the extent permitted by and consistent with the terms of the applicable underlying Mixed-Use IP License Agreement, be assignable, without the consent of Abbott, by an Acquired Company or Acquired Company Subsidiary, as applicable, (i) to New Mylan or any Affiliate of New Mylan if (A) such Affiliate agrees in writing to be bound by the terms of such Licensed Mixed-Use IP Sublicense, (B) such assignee continues to be an Affiliate of New Mylan and (C) the assigning Acquired Company or Acquired Company Subsidiary, as applicable, shall remain primarily liable for the performance of all obligations of such Person under such Licensed Mixed-Use IP Sublicense and (ii) to any Person in connection with the sale by New Mylan or its Affiliates, as applicable, to such Person of (A) the Business, whether by merger, consolidation, combination, reorganization or similar transaction or the transfer, sale, lease, conveyance or disposition of all or substantially all of the assets of the Business or (B) the Product or Products to which such Licensed Mixed-Use IP Sublicense relates). To the extent the Acquired Companies' or the Acquired Company Subsidiaries' exploitation after the Closing of Intellectual Property sublicensed to under this Section 7.16(b) results in or otherwise contributes to an obligation by Abbott or the Continuing Affiliates (as sublicensor under this Section 7.16(b)) to make any payments to a third Person, the Acquired Companies and the Acquired Company Subsidiaries shall be responsible for such payment obligations.

7.17 Intercompany Arrangements.

(a) Immediately prior to the Closing, Abbott shall, and shall cause its Affiliates to, (i) terminate all agreements or arrangements, written or unwritten, of any kind (other than any Ancillary Agreements), between Abbott or any Continuing Affiliate, on the one hand, and an Acquired Company or any Acquired Company Subsidiary, on the other hand, and (ii) settle or otherwise extinguish any amounts (other than any amounts under any Ancillary Agreements) owed to or by Abbott or any Continuing Affiliate, on the one hand, and an Acquired Company or any Acquired Company Subsidiary, on the other hand.

(b) If, following the Reorganization and prior to the Closing, an amount of cash and cash equivalents has not been distributed or otherwise transferred from any Acquired Company or Acquired Company Subsidiary to Abbott or a Continuing Affiliate, Abbott may permit such Acquired Company or Acquired Company Subsidiary to hold, on behalf of and as an agent for Abbott, such cash and cash equivalents (the "Acquired Company Cash Amount"), which Acquired Company Cash Amount the Parties acknowledge and agree is (and agree to account for as) an Excluded Asset. New Mylan shall, or shall cause one of its Affiliates to, pay to Abbott or a Continuing Affiliate promptly after the Closing an amount equal to the Acquired Company Cash Amount.

7.18 Books, Records and Files.

(a) Abbott or its Affiliates may redact from any Books, Records and Files transferred and delivered to New Mylan, an Acquired Company or an Acquired Company Subsidiary pursuant to the terms of this Agreement any information that is not related to the Business or any Transferred Business Asset or Assumed Business Liability.

(b) New Mylan agrees to retain and maintain all Books, Records and Files that are included in the Transferred Business Assets and that are delivered to New Mylan

hereunder for a period of at least seven (7) years after Closing (plus any additional time during which New Mylan has been advised by Abbott that (a) there is an ongoing Action with respect to Taxes with respect to periods prior to the Closing or (b) any such period is otherwise open to assessment; provided that only such Books, Records and Files reasonably related to the appropriate Action with respect to Taxes or period as advised by Abbott shall be subject to such time extension). During such period, New Mylan agrees to provide Abbott and its representatives reasonable cooperation, access (including copies) and staff assistance, as needed, during normal business hours and upon reasonable notice, with respect to the Books, Records and Files delivered to New Mylan hereunder, and Abbott agrees to provide New Mylan and its representatives reasonable cooperation, access (including copies) and staff assistance, as needed, during normal business hours and upon reasonable notice, with respect to the Books, Records and Files relating to the Business and retained by Abbott, in each case as may be necessary for general business purposes, including the defense of litigation, the preparation of Tax Returns and financial statements, the auditing of financial statements, other financial reporting activities and the management and handling of Actions with respect to Taxes; provided that such cooperation, access and assistance does not unreasonably disrupt the normal operations of New Mylan or Abbott or their respective Affiliates.

(c) New Mylan and Abbott agree that Abbott may maintain copies of any Books, Records and Files that are included in the Transferred Business Assets and that are delivered to New Mylan hereunder.

(d) Without limiting the foregoing, New Mylan and its Affiliates shall also cooperate with and provide Abbott, the Continuing Affiliates and their respective representatives, during normal business hours and upon reasonable notice, access to information prepared or generated after the Closing related to the operation of the Business prior to the Closing, as may reasonably be requested by Abbott to prepare financial statements for the Business for the periods ending prior to or on the Closing; provided that such access does not unreasonably disrupt the normal operations of New Mylan or its Affiliates.

7.19 Audited Financial Statements.

(a) Subject to Section 7.19(b), as promptly as reasonably practicable after the date of this Agreement, Abbott shall deliver to Mylan such financial statements and other financial information of the Business and associated support activities as are required by the SEC to be included in, or otherwise filed with the SEC in connection with the preparation of, the Proxy Statement, the Registration Statement or the Current Report on Form 8-K disclosing this Agreement and the transactions contemplated hereby (including any amendment thereto), which may include, to the extent required by the SEC, (a) audited combined balance sheets of the Business and associated support activities as of December 31, 2013 and 2012, and audited combined statements of earnings, comprehensive income, cash flows and investment of the Business and associated support activities for each of the fiscal years in the three-year period ended December 31, 2013, in each case including any notes thereto (collectively, the "Audited Financial Statements"), (b) unaudited combined balance sheets of the Business and associated support activities as of the end of any fiscal quarters ended subsequent to December 31, 2013 and prior to the effectiveness of the Registration Statement, and the related unaudited combined statements of earnings, comprehensive income, cash flows and investment of the Business and

associated support activities, and (c) selected financial information of the Business and associated support activities (in accordance with Item 301 of Regulation S-K promulgated under the Securities Act) for each of the fiscal years in the five-year period ended December 31, 2013 and for any fiscal quarter ended subsequent to December 31, 2013 and prior to the effectiveness of the Registration Statement. The Audited Financial Statements shall be duly audited by Deloitte & Touche LLP or a firm of internationally reputed public accountants. The Audited Financial Statements shall be prepared in accordance with GAAP.

(b) Abbott and the Mylan Parties shall reasonably cooperate in good faith in connection with consultations with the staff of the SEC with respect to the matters set forth on Schedule 7.19(b).

7.20 Pre-Closing Mylan Capitalization Table. Prior to the Closing, Mylan shall prepare and deliver to Abbott, or cause to be prepared and delivered to Abbott, as of a date that is not more than two (2) U.S. Business Days prior to the Closing Date, a capitalization table (the "Pre-Closing Mylan Capitalization Table") setting forth as of such date: (a) the authorized capital stock of New Mylan and the number of New Mylan Ordinary Shares and New Mylan Preferred Shares issued and outstanding and (b) the authorized capital stock of Mylan and (i) the number of shares of Mylan Common Stock and Mylan Preferred Stock issued and outstanding, (ii) the number of shares of Mylan Common Stock reserved for issuance pursuant to the Mylan Stock Plan, (iii) the number of shares of Mylan Common Stock subject to Mylan Options and (iv) the number shares of Mylan Common Stock subject to Mylan Stock Awards.

7.21 Non-Competition; Non-Solicitation.

(a) Abbott shall not, and shall cause the Continuing Affiliates not to, directly or indirectly, own, manage, operate or otherwise participate or engage in the business of marketing, promoting, selling or offering for sale any pharmaceutical product in the Territories that contains the same active pharmaceutical ingredient, whether alone or in combination with any other active pharmaceutical ingredient, in any formulation, form or dosage strength, as an active pharmaceutical ingredient incorporated in any Product, in each instance including influenza vaccines, other than (i) in the ophthalmic or veterinary field of use and (ii) any products that incorporate such active pharmaceutical ingredient as part of a medical device (other than a medical device for the injection of pharmaceutical product), diagnostic product or nutritional product (a "Competing Business") for the period commencing on the Closing Date and expiring on the second (2nd) anniversary thereof: provided that, this Section 7.21(a) shall not prohibit Abbott or any Continuing Affiliate, directly or indirectly, from:

(i) having Beneficial Ownership of (A) the Consideration Shares or (B) up to and including fifteen percent (15%) of any class of outstanding Securities of any other Person; provided that if the Beneficial Ownership by Abbott or any Continuing Affiliate of the Securities of any other Person exceeds fifteen percent (15%) of any class of outstanding Securities of such Person as a result of a combination of shares, recapitalization, consolidation or other reorganization of such Person, Abbott shall not be in breach of this Section 7.21(a)(i) if Abbott or the applicable Continuing Affiliate divests or causes the divestiture of an amount of the Securities of such Person necessary for Abbott or the applicable Continuing Affiliate to Beneficially Own fifteen percent (15%) or less of the applicable class of outstanding Securities of such Person within twelve (12) months after the date of such combination of shares, recapitalization, consolidation or other reorganization;

(ii) conducting the Other Abbott Businesses or the business activities of CFR Pharmaceuticals S.A. or OJSC Veropharm or any Affiliates or any joint venture in which CFR Pharmaceuticals S.A. or OJSC Veropharm hold any Equity Rights;

(iii) manufacturing pharmaceutical products with the same active pharmaceutical ingredients as the Products for any third party that is not an Affiliate of Abbott, so long as Abbott does not grant rights to such third party to rely on or use a Registration;

(iv) conducting the Business in the Delayed Reorganization Jurisdictions pursuant to Section 6.7;

(v) acquiring any Persons or businesses (an "Acquired Business") that include a Competing Business (an "Acquired Competing Business") and carrying on the Acquired Competing Business if such Acquired Competing Business comprises less than the greater of (A) twenty percent (20%) of the revenues of the Acquired Business (measured as of the completed calendar year preceding the year in which the acquisition of the Acquired Business is completed), but not more than $200,000,000 of the aggregate revenues of the Acquired Business in such calendar year (measured using the Exchange Rate as of the last U.S. Business Day of such calendar year) and (B) $50,000,000 of the revenues of such Acquired Business (measured as of the completed calendar year preceding the year in which the acquisition of the Acquired Business is completed and using the Exchange Rate as of the last U.S. Business Day of such preceding calendar year); provided, that if neither clause (A) nor (B) applies, Abbott or its Continuing Affiliates may consummate the acquisition of such Acquired Business, provided further that Abbott or the applicable Continuing Affiliates shall, divest such Acquired Competing Business, and shall, within twelve (12) months following the date of on which such Acquired Business was acquired, enter into a definitive agreement for the divestiture of such Acquired Competing Business. If the divestiture of an Acquired Competing Business is required pursuant to this Section 7.21(a)(v), Abbott shall provide notice to New Mylan, and Abbott shall not, and shall not permit or cause any of its Continuing Affiliates to, enter into any definitive agreement regarding such divestiture without first commencing and conducting in good faith for not less than twenty (20) U.S. Business Days negotiations with New Mylan regarding a potential acquisition by New Mylan or its Affiliates of such Acquired Competing Business.

(b) For the period commencing on the Closing Date and expiring on the second (2nd) anniversary thereof, Abbott shall not, and shall cause the Continuing Affiliates not to, directly or indirectly (including through representatives), solicit, influence, entice or encourage any Transferred Employee to cease his or her employment with New Mylan or its Affiliates, as applicable.

(c) For the period commencing on the Closing Date and expiring on the second (2nd) anniversary thereof, New Mylan shall not, and shall cause its Affiliates not to, directly or indirectly (including through representatives), solicit, influence, entice or encourage any individual set forth on Schedule 8.1(a)(i)-1, any employee of the Established Pharmaceutical Product segment of Abbott or any of its Affiliates who is not a Business Employee or any other employee of Abbott or its Affiliates of whom New Mylan or any of its Affiliates has become aware or with whom New Mylan or any of its Affiliates has come into contact in connection with

the transactions contemplated by this Agreement or the Ancillary Agreements (the "Abbott Employees") to cease his or her employment with Abbott or its Affiliates, as applicable.

(d) Sections 7.21(b) and (c) will not be deemed to prohibit the Parties or their respective Affiliates from engaging in general media advertising or general employment solicitation that may be targeted to a particular geographic or technical area but that is not targeted towards Transferred Employees or Abbott Employees, as applicable.

7.22 Financing Cooperation. Until such time as either Mylan or New Mylan is no longer required under applicable securities Laws to include financial statements of the Business in any prospectus, offering memorandum or other offering document in connection with an offering of Securities, Abbott shall, and shall cause the Continuing Affiliates to, use reasonable best efforts to assist Mylan or New Mylan, as applicable, in obtaining such customary accountants' comfort and consent letters from Abbott's accountants, in each case, as may be reasonably requested in connection with the preparation of such prospectus, offering memorandum or other document.

7.23 Conversion. Mylan shall, or shall cause its Affiliates (including New Mylan) to, use reasonable best efforts to ensure that all necessary filings are prepared and made as required under the Laws of the Netherlands in order to effect the conversion of New Mylan into a public limited liability corporation (*naamloze vennootschap*) prior to the Closing.

7.24 Confirmation of Successor Registrant Status; Cooperation.

(a) As soon as reasonably practicable after the initial filing of the Registration Statement, the Mylan Parties shall submit a no action request to the Staff of the Division of Corporation Finance of the SEC requesting confirmation that as of immediately after the Effective Time (i) New Mylan shall become a successor registrant with respect to Mylan in accordance with Rule 12g-3 under the Exchange Act, (ii) New Mylan shall be deemed to succeed to Mylan's status as a WKSI and (iii) New Mylan shall be eligible to file an Automatic Shelf Registration Statement. The Mylan Parties shall use their reasonable best efforts to obtain the foregoing no action letter as soon as reasonably practicable after the initial filing of the Registration Statement and shall provide a copy of such letter to Abbott promptly upon receipt.

(b) In accordance with the terms and subject to the conditions set forth in Schedule 7.24(b), if requested in writing by Abbott, the Mylan Parties shall cooperate with Abbott and Abbott's advisors, representatives, underwriters and counterparties during the period after the date of this Agreement and on or prior to the Closing Date with respect to taking actions, including filing a Resale Registration Statement, and one or more amendments or prospectus supplements, with the SEC relating to the resale, transfer or other disposition of the Consideration Shares (or portion thereof designated by Abbott), subject to the issuance of the Consideration Shares as of the Closing Date, and such other actions contemplated in accordance with Schedule 7.24(b) reasonably requested by Abbott to facilitate the resale, transfer or other disposition of the Consideration Shares (or portion thereof designated by Abbott) on or after the Closing Date.

7.25 Cooperation in Litigation. Without limiting the obligations of the Parties under Section 12.3, from and after the Closing, Abbott and the Mylan Parties shall reasonably

cooperate with each other in the investigation, prosecution or defense of any Action (other than Actions with respect to Taxes) prior to or after the Closing arising from or related to the conduct of the Business, the ownership, assets or Liabilities of the Acquired Companies or the Acquired Company Subsidiaries, the ownership, operation or use of the Transferred Business Assets, the Assumed Business Liabilities, the Excluded Assets or the Excluded Liabilities and, in each case, involving one or more third parties. Such cooperation shall include (a) providing, and causing their respective Affiliates to provide, documentary or other evidence, (b) implementing, and causing their respective Affiliates to implement, record retention, litigation hold or other documentary or evidence policies or (c) making, and causing their respective Affiliates to make, available directors, officers and employees to give depositions or testimony, all as reasonably requested by the requesting Party from time to time. Except as otherwise provided in Article 12, the Party requesting such cooperation shall pay the reasonable out-of-pocket expenses incurred in providing such cooperation (including reasonable legal fees and disbursements) by the Party (or Affiliate thereof, as the case may be) providing such cooperation and by its officers, directors, employees and agents, but not including reimbursing such Party (or Affiliate thereof, as the case may be) or its officers, directors, employees and agents for their time spent in such cooperation.

ARTICLE 8

EMPLOYEE MATTERS

8.1 Transferred Employees.

(a) Definitions.

(i) "Business Employee" means, except as set forth on Schedule 8.1(a)(i)-1 or as otherwise agreed to in writing by Mylan and Abbott, (A) any employee of, or who provides services to, the Business employed by Abbott or one of its Affiliates who primarily performs his or her services for the benefit of or with respect to the Business, (B) except for shared service employees deemed not to be Business Employees pursuant to the procedures set forth on Schedule 8.1(a)(i)-2, any employee of the Business employed by Abbott or one of its Affiliates who performs his or her services from one of the Manufacturing Facilities, and (C) any individual employed by Abbott or one of its Affiliates who is a shared service employee deemed to be a Business Employee pursuant to the procedures set forth on Schedule 8.1(a)(i)-2, including in all cases any such employee who is inactive because of leave of absence, vacation, holiday or short-term disability or, to the extent required by applicable Law, who is inactive because of long-term disability or for whom an obligation to recall, rehire or otherwise return to employment exists under Contract or Law. No later than thirty (30) days after the date of this Agreement, Abbott shall provide Mylan with a preliminary (i) draft of Schedule 8.1(a)(i)-1 and (ii) list of all Business Employees, which Schedule and list shall be prepared and may be updated in accordance with this Agreement from time to time prior to, and shall be finalized at, Closing (in the case of Schedule 8.1(a)(i)-1 by mutual agreement of the Parties).

(ii) "Former Business Employee" means any individual whose employment with the Business terminated prior to the Closing (including any Business Employee who has received notice of termination prior to the date of this Agreement) for whom

no obligation to recall, rehire or otherwise return to employment with Abbott or its Affiliates exists under Contract and who primarily performed his or her services for or with respect to the Business (or for or with respect to any previously acquired business that is considered part of the Business) immediately prior to such individual's termination of employment.

(iii) "Transferred Employee" means each Business Employee who is employed by New Mylan, Mylan, an Acquired Company or an Acquired Company Subsidiary immediately following the Closing.

(b) Transfer of Employment.

(i) Prior to or at the Closing, Abbott shall, and shall cause its Affiliates, as applicable, to take such steps as are required to (A) transfer the employment of each Business Employee to an Acquired Company or an Acquired Company Subsidiary, other than (x) any Business Employee employed in the U.S. or (y) any Business Employee who is a U.S. expatriate, either, as applicable, by way of automatic transfer or by making offers of employment and (B) transfer the employment of each employee who is not a Business Employee from an Acquired Company or an Acquired Company Subsidiary to Abbott or its Continuing Affiliates, in each case subject to and in accordance with applicable Law.

(ii) Prior to the Closing, New Mylan shall, or shall cause its Affiliates, as applicable, to offer employment to each Business Employee who is employed in the U.S. and each Business Employee who is a U.S. expatriate in accordance with this Agreement and applicable Law.

8.2 Compensation and Employee Benefits.

(a) Compensation and Benefits Comparability. For a period of two (2) years following the Closing, or such longer period as required by applicable Law, Transferred Employees who remain in the employment of New Mylan or any of its Affiliates shall receive (i) base salary or wage rates that are not less than those in effect for each such Transferred Employee immediately prior to Closing, (ii) equity and cash incentive compensation opportunities that, in the aggregate, are no less favorable than those in effect for each such Transferred Employee immediately prior to Closing, (iii) employee benefits that, in the aggregate, are substantially similar to those in effect for each such Transferred Employee immediately prior to Closing (including defined benefit pension benefits), and (iv) severance benefits that are no less favorable on an individual basis than the greater of (A) the severance benefits that would have been applicable to each such Transferred Employee under the Abbott or applicable Abbott Affiliate severance plans or individual Contracts to the extent set forth on Schedule 8.2(a) (which Abbott shall provide Mylan no later than sixty (60) days after the date of this Agreement and Schedule 8.2(a) shall exclude any plan or Contract mandated by and maintained solely pursuant to applicable Law), immediately prior to the Closing, as the case may be, taking into account such Transferred Employee's additional period of service and rate of base salary or wages and bonus target with New Mylan or its Affiliates following the Closing and (B) the severance benefits applicable to similarly situated employees of New Mylan or its Affiliates. Except as required by Law, nothing contained in this Agreement shall be construed as requiring New Mylan or one of its Affiliates to continue the employment of any specific Person or to continue any specific benefit plan.

(b) Severance Liabilities. New Mylan and its Affiliates shall be solely responsible for any severance, redundancy or similar termination payments or benefits that may become payable to any Business Employee arising out of or in connection with the Reorganization or the transactions contemplated by this Agreement (including any transfers described in Section 6.7(b) or Section 8.1(b)) and any amounts paid or payable to any Business Employee who does not become a Transferred Employee because such Business Employee rejects a transfer of employment or refuses to transfer employment or does not accept an offer to transfer employment or otherwise challenges such transfer of employment pursuant to Section 6.7(b) or Section 8.1(b). To the extent that Abbott or any of its Continuing Affiliates becomes liable for, or is legally required to make, severance, redundancy or similar termination payments or benefits to any Business Employee as a result of the Reorganization or the transactions contemplated by this Agreement, New Mylan shall, or shall cause its Affiliates to, reimburse Abbott, as soon as practicable but in any event within thirty (30) days of receipt from Abbott of appropriate verification, for all payments, costs and expenses actually paid by Abbott or any Affiliate as required by applicable Law or any Contract or Employee Plan.

(c) Service Credit. New Mylan shall, and shall cause its Affiliates to, recognize the prior service and seniority (including prior service and seniority with any previously acquired business that is considered part of the Business) of each Transferred Employee as if such service had been performed with, and such seniority has been earned with, New Mylan for all purposes under the employee benefit plans and policies provided by New Mylan to the Transferred Employees following the Closing (other than benefit accruals under New Mylan's defined benefit pension plans except to the extent required by applicable Law or as provided in this Article 8), to the same extent such service and seniority is recognized by Abbott or its Affiliates immediately prior to the Closing, except if such service and seniority would result in the duplication of benefits.

(d) Welfare Plans. Except as otherwise required by applicable Law, (i) Abbott or one of its Continuing Affiliates shall retain responsibility under the Abbott "employee welfare benefit plans" (as defined in Section 3(1) of ERISA, whether or not such plan is subject to ERISA) in which the Transferred Employees participate with respect to all welfare benefit claims incurred by the Transferred Employees and their eligible dependents prior to the Closing and all welfare benefit claims incurred by Former Business Employees and their eligible dependents (other than claims under Stand-Alone Employee Plans) whether prior to or following the Closing and (ii) New Mylan or one of its Affiliates shall be responsible for all welfare benefit claims incurred by Transferred Employees and their eligible dependents on or after the Closing and for all welfare benefit claims incurred by Former Business Employees and their eligible dependents under Stand-Alone Employee Plans. With respect to any "employee welfare benefit plan" maintained by New Mylan or any of its Affiliates in which Transferred Employees are eligible to participate after the Closing, or any Stand-Alone Employee Plan in which Former Business Employees are eligible to participate after the Closing, New Mylan shall, and shall cause its Affiliates to, use reasonable best efforts to (A) waive all limitations as to preexisting conditions and exclusions with respect to participation and coverage requirements applicable to such Transferred Employees (or with respect to Stand-Alone Employee Plans, applicable to such Former Business Employees) to the extent such conditions and exclusions were satisfied by such individual or did not apply under the welfare benefit plans maintained by Abbott or any of its Affiliates immediately prior to the Closing and (B) provide each Transferred Employee (or with

respect to Stand-Alone Employee Plans, such Former Business Employee) with credit for any co-payments and deductibles paid by such individual in the plan year in which the Closing occurs prior to the Closing in satisfying any analogous deductible or out-of-pocket requirements to the extent applicable under any such plan.

(e) Labor and Employment Law Matters. No later than seven (7) days prior to any consultation with a works council, union, labor board, employee group or Governmental Authority regarding the effect, impact or timing of the transactions contemplated by this Agreement, Abbott will discuss with Mylan the approach and details to be discussed as part of such consultation and will include reasonable comments from Mylan that have been provided not later than three (3) days prior to such consultation. Mylan and Abbott shall, and shall cause their Affiliates to, cooperate to take all steps, on a timely basis, as are required under applicable Law to notify, consult with or negotiate the effect, impact or timing of the transactions contemplated by this Agreement with each works council, union, labor board, employee group or Governmental Authority where so required under applicable Law. Abbott shall regularly review with Mylan the progress of the notifications, consultations and negotiations with each works council, union, labor board, employee group and Governmental Authority regarding the effect, impact or timing of the transactions contemplated by this Agreement. Mylan and Abbott shall, and shall cause their applicable Affiliates to, comply with all applicable Laws, directives and regulations relating to the Business Employees. New Mylan or its applicable Affiliate shall become a party to any collective bargaining (including national, sector or local), works council or similar agreement with respect to any Transferred Employee and shall, or shall cause its Affiliates to, be responsible for all Liabilities related to periods after the Closing arising under any collective bargaining (including any national, sector or local), works council or similar agreement with respect to any Transferred Employee. New Mylan shall, or shall cause its Affiliates to, join any industrial, employer or similar association or federation if membership is required for the currently applicable collective bargaining, works council or similar agreement to continue to apply.

(f) Incentive Compensation. New Mylan shall, and shall cause its Affiliates to, continue each performance period in effect at the Closing under each incentive compensation bonus plan in which any Transferred Employee participates and which is listed on Schedule 8.2(f) (which Abbott shall provide New Mylan no later than thirty (30) days after the date of this Agreement), with appropriate adjustment (as determined by New Mylan in good faith) to the applicable performance targets to take into account the transactions contemplated by this Agreement. New Mylan shall, and shall cause its Affiliates to, make such bonus payments at the time prescribed by the applicable plan as in effect immediately prior to the Closing and in accordance with the historical past practices under such plan as in effect immediately prior to the Closing. New Mylan or its applicable Affiliate shall pay bonuses in accordance with the financial plan of Abbott and its Affiliates in effect as of the Closing.

8.3 Liabilities. Except as otherwise provided in this Article 8 or in Section 6.5 or 6.7(b), effective as of the Closing, Abbott and its Continuing Affiliates shall retain Liability and responsibility for all employment, labor, compensation, pension, employee welfare and employee benefits-related Liabilities, other than such Liabilities under Stand-Alone Employee Plans, (a) that relate to the Former Business Employees (or any dependent or beneficiary of any Former Business Employee) and any director, officer, employee, consultant or other service

provider of Abbott and its Affiliates who is not a Transferred Employee, (b) incurred, or arising out of or relating to a period ending, on or prior to the Closing that relate to the Business Employees (or any dependent or beneficiary of any Business Employee), (c) relating to any claim that a Business Employee should have been a Transferred Employee or that any Transferred Employee should not have been treated as such or (d) under any Employee Plans that are not Stand-Alone Employee Plans (including equity compensation plans). Except as otherwise provided in this Article 8 or in Section 6.6 or 6.7(b), effective as of the Closing, (i) New Mylan and its Affiliates shall assume and be solely responsible for all employment, labor, compensation, pension, employee welfare and employee benefits-related Liabilities (A) that are payable after the Closing, which Liabilities are incurred or arise out of or relate to a period beginning after the Closing, and that relate to any Transferred Employee (or any dependent or beneficiary of any Transferred Employee) or (B) under any Stand-Alone Employee Plans and (ii) Abbott and its Continuing Affiliates shall have no liability with respect to any Transferred Employee (or any dependent or beneficiary of any Transferred Employee) that relates to such Transferred Employee's employment with New Mylan or any of its Affiliates after the Closing

8.4 Defined Benefit Pension Plans.

(a) Effective as of the Closing, New Mylan shall, with respect to any Transferred Employee (i) whose defined benefit pension obligation in one or more of the defined benefit pension plans maintained by Abbott or its Continuing Affiliates is required to be assumed or retained by an Acquired Company or an Acquired Company Subsidiary under applicable Law as a result of the transactions contemplated by this Agreement or (ii) who participates in one or more of the defined benefit pension plans maintained by Abbott or its Continuing Affiliates in any Territory set forth on Schedule 8.4(a) (collectively, the "Abbott Transferor Pension Plans"), establish or designate defined benefit pension plans (collectively, the "New Mylan Transferee Pension Plans") for the benefit of such Transferred Employees. The Transferred Employees (A) whose defined benefit pension obligation is required to be assumed or retained by an Acquired Company or an Acquired Company Subsidiary or (B) who participate in one or more of the defined benefit pension plans maintained by Abbott or its Continuing Affiliates in any Territory set forth on Schedule 8.4(a) are referred to hereinafter as the "Abbott Transferred Pension Plan Employees." The Abbott Transferred Pension Plan Employees shall be given credit under the respective New Mylan Transferee Pension Plan for all service with and compensation from Abbott or its Affiliates as if it were service with and compensation from New Mylan for purposes of determining eligibility, vesting and the amount of any benefits or benefit accruals under each respective New Mylan Transferee Pension Plan. Each New Mylan Transferee Pension Plan shall provide, upon the transfer of assets referred to below (or, if there is no transfer of assets with respect to a particular plan because the plan is not funded, as of the Closing), that the accrued benefits for the Abbott Transferred Pension Plan Employees under such New Mylan Transferee Pension Plan shall in no event be less than their accrued benefits under the corresponding Abbott Transferor Pension Plan as of the Closing.

(b) (i) With respect to any Abbott Transferor Pension Plan that is funded (other than any Abbott Transferor Pension Plan maintained in Germany), Abbott shall cause to be transferred from the trusts (or in the case of other funding vehicles, transferred from such funding vehicles) under such Abbott Transferor Pension Plan to the trusts or other funding vehicles under the corresponding New Mylan Transferee Pension Plan assets in the form of cash,

cash equivalents, marketable securities or insurance contracts (to the extent allowable under the terms of such contracts and exclusively intended to cover plan benefits), the value of which shall be equal to: (i) the actuarial present value of projected (and not accrued) benefits (that is, the "projected benefit obligation" as defined in Topic 715 in the FASB's Accounting Standards Codification, "PBO") under such Abbott Transferor Pension Plan as of the Closing Date that are attributable to the Abbott Transferred Pension Plan Employees divided by the PBO of all participants in such Abbott Transferor Pension Plan as of the Closing Date, multiplied by the market value of the assets of such Abbott Transferor Pension Plan at the Closing Date, provided that such transferred amount shall not, in any event, exceed the PBO under such Abbott Transferor Pension Plan of all Abbott Transferred Pension Plan Employees as of the date of Closing or (ii) such greater amount as is required by applicable Law or the applicable Governmental Authority having jurisdiction over the Abbott Transferor Pension Plan in order to obtain approval for the transfer.

(ii) With respect to any Abbott Transferor Pension Plan maintained in Germany that has a corresponding Contractual Trust Arrangement (the "Abbott Contractual Trust Arrangement"), New Mylan shall cause a contractual trust arrangement (the "New Mylan Contractual Trust Arrangement") to be established in connection with the corresponding New Mylan Transferee Pension Plan. Abbott shall cause to be transferred from the Abbott Contractual Trust Arrangement under such Abbott Transferor Pension Plan to the New Mylan Contractual Trust Arrangement under the corresponding New Mylan Transferee Pension Plan assets in the form of cash, cash equivalents and marketable securities, the value of which shall be equal to: (A) the PBO under such Abbott Transferor Pension Plan as of the Closing Date that is attributable to the Abbott Transferred Pension Plan Employees divided by the PBO of all participants in such Abbott Transferor Pension Plan as of the Closing Date, multiplied by the market value of the assets of such Abbott Contractual Trust Arrangement at the Closing Date, provided that such transferred amount shall not, in any event, exceed the PBO under such Abbott Transferor Pension Plan of all Abbott Transferred Pension Plan Employees as of the date of Closing or (B) such greater amount as is required by applicable Law or the applicable Governmental Authority having jurisdiction over the Abbott Transferor Pension Plan in order to obtain approval for the transfer. To the extent (x) the Abbott Contractual Trust Arrangement maintained by Abbott Arzneimittel GmbH (the "Arzneimittel Trust") and the Abbott Contractual Trust Arrangement maintained by Abbott Laboratories GmbH (the "GmbH Trust") are anticipated to be overfunded according to Section 8.3 of the respective trust agreement at the Closing (a "CTA Overfunding") and (y) the assets of the Arzneimittel Trust and the GmbH Trust are anticipated to be less than the PBO of all participants in such Abbott Contractual Trust Arrangement at the Closing (a "CTA Underfunding"), Abbott shall use reasonable best efforts under the regulations of Section 8.3 of the respective trust agreement of Arzneimittel Trust and GmbH Trust to use the CTA Overfunding to eliminate any CTA Underfunding and, if there is no CTA Underfunding or if any CTA Underfunding has been eliminated, withdraw any CTA Overfunding from Arzneimittel Trust and GmbH Trust prior to the Closing.

(c) The amounts determined in accordance with Section 8.4(b) are collectively referred to as the "Pension Transfer Amounts". The transfer of the Pension Transfer Amounts, and the assumption by New Mylan and its Affiliates of Liabilities with respect to or relating to the Abbott Transferred Pension Plan Employees under the applicable Abbott

Transferor Pension Plans, shall be subject to such Consents and other requirements as may apply under applicable Law, including the consent of the Abbott Transferred Pension Plan Employees to the extent required by applicable Law. New Mylan shall cause the corresponding New Mylan Transferee Pension Plans to accept the Pension Transfer Amounts. Except as otherwise provided in Section 8.4(b)(ii), to the extent an Abbott Transferor Pension Plan is not required to be funded by applicable Law and is not voluntarily funded as of the Closing, there shall be no transfer of assets by the Abbott Transferor Pension Plan or by Abbott or its Continuing Affiliates. Actuarial determinations shall be made in accordance with Section 8.4(g) below.

(d) As of the Closing Date, Abbott shall cause the Transferred Employees to cease further accrual of benefits under the pension plans sponsored by Abbott and its Continuing Affiliates.

(e) The Pension Transfer Amount, if any, from each Abbott Transferor Pension Plan shall be equitably adjusted to take into account benefit payments made from the Abbott Transferor Pension Plan to the Abbott Transferred Pension Plan Employees after the Closing but prior to the date of transfer and for any earnings and losses on such amount during such period. The Pension Transfer Amount, if any, shall be determined pursuant to Section 8.4(g) below.

(f) At the times of the transfers of the Pension Transfer Amounts, New Mylan and the New Mylan Transferee Pension Plans shall assume all Liabilities for all accrued benefits, including all disability, part-time and other ancillary benefits, under the corresponding Abbott Transferor Pension Plans in respect of the Abbott Transferred Pension Plan Employees whose benefits are transferred, and Abbott and the Continuing Affiliates and the corresponding Abbott Transferor Pension Plans shall be relieved of all Liabilities to provide benefits under the Abbott Transferor Pension Plans to the Abbott Transferred Pension Plan Employees whose benefits are transferred. From and after the date of such applicable transfer of the Pension Transfer Amounts (or if there is no transfer of assets with respect to a particular plan because the plan is not required to be funded under applicable Law, from and after the Closing), New Mylan agrees to indemnify and hold harmless Abbott and its Continuing Affiliates and its and their officers, directors, employees, and agents from and against any and all costs, damages, losses, expenses, or other Liabilities arising out of or related to the Abbott Transferred Pension Plan Employees whose benefits under the Abbott Transferor Pension Plans are transferred to the New Mylan Transferee Pension Plans, or the transfer of benefits, assets and Liabilities pursuant to this Section 8.4, or the cessation of participation in the Abbott Transferor Pension Plans in connection therewith.

(g) For purposes of this Section 8.4, actuarial determinations shall be based upon the actuarial assumptions and methodologies used in preparing the most recent audited financial statements of Abbott as of the date of the determination. The applicable plan sponsor of the Abbott Transferor Pension Plans shall cause the plan actuary or administrator to provide a report of its determination of such amount within ninety (90) days of the Closing Date and any back-up information reasonably required by New Mylan to confirm the accuracy of such determination. If New Mylan disputes the accuracy of the calculation, New Mylan and Abbott shall cooperate to identify the basis for such disagreement and act in good faith to resolve such dispute. To the extent that a dispute is unresolved after a forty-five (45) day period following identification of such dispute, the calculations shall be verified by an independent third party

benefits consulting firm selected by the mutual agreement of Abbott and New Mylan. The decision of such consulting firm shall be final, binding and conclusive on Abbott and New Mylan. New Mylan and Abbott shall share equally the costs of such consulting firm.

8.5 Defined Contribution Plans.

(a) Effective as of the Closing, New Mylan shall, with respect to any Transferred Employee whose defined contribution obligation in one or more of the defined contribution plans maintained by Abbott or its Continuing Affiliates is required to be assumed or retained by an Acquired Company or an Acquired Company Subsidiary under applicable Law as a result of the transactions contemplated by this Agreement (collectively, the "Abbott Transferor DC Plans"), establish or designate defined contribution plans (collectively, the "New Mylan Transferee DC Plans") for the benefit of such Transferred Employees. The Transferred Employees whose defined contribution obligation in one or more of the defined contribution plans maintained by Abbott or its Continuing Affiliates is required to be assumed or retained by an Acquired Company or an Acquired Company Subsidiary are referred to hereinafter as the "Abbott Transferred DC Employees". The Abbott Transferred DC Employees shall be given credit under the respective New Mylan Transferee DC Plan for all service with and compensation from Abbott or its Affiliates as if it were service with and compensation from New Mylan for purposes of determining eligibility, vesting and the amount of any benefits or benefit accruals under each respective New Mylan Transferee DC Plan.

(b) With respect to an Abbott Transferor DC Plan, Abbott shall cause the transfer under each such Abbott Transferor DC Plan to the corresponding New Mylan Transferee DC Plan of cash or cash equivalents equal to the actual account balances of the Abbott Transferred DC Employees under each such Abbott Transferor DC Plan or contracts, agreements or policies with or assets held by an external provider as of the Closing or such greater amount as is required by the applicable regulatory authority having jurisdiction over the Abbott Transferor DC Plan in order to obtain approval of such transfer (the "DC Transfer Amount"). The transfer of the DC Transfer Amounts shall be subject to such consents, approvals and other legal requirements as may apply under applicable Law. New Mylan shall cause the DC Transfer Amounts to be accepted by such plans. To the extent an Abbott Transferor DC Plan is not required to be funded by applicable Law and is not voluntarily funded as of the Closing, there shall be no transfer of assets.

(c) The DC Transfer Amount to be transferred, if any, from the respective Abbott DC Plan shall be equitably adjusted to take into account benefit payments made from the respective Abbott Transferor DC Plan to the Abbott Transferred DC Employees after the Closing but prior to the date of transfer and for any earnings and losses on such amount during such period. The transfer of the DC Transfer Amount, if any, shall take place within ninety (90) days after the Closing Date.

(d) At the times of the transfers of the DC Transfer Amounts (or if there is no transfer of assets with respect to a particular plan because the plan is not required to be funded under applicable Law and is not voluntarily funded at the Closing), New Mylan and the New Mylan Transferee DC Plans shall assume all Liabilities under the corresponding Abbott Transferor DC Plan in respect of the Abbott Transferred DC Employees whose benefits are transferred, and Abbott and its Continuing Affiliates and the corresponding Abbott Transferor

DC Plans shall be relieved of all Liabilities to provide benefits under the Abbott Transferor DC Plans to the Abbott Transferred DC Employees whose benefits are transferred. From and after the date of such applicable transfer of the DC Transfer Amounts (or if there is no transfer of assets with respect to a particular plan because the plan is not required to be funded under applicable Law, as of the Closing), New Mylan agrees to indemnify and hold harmless Abbott and its Continuing Affiliates and its and their officers, directors, employees, and agents from and against any and all costs, damages, losses, expenses, or other Liabilities arising out of or related to the Abbott Transferred DC Employees whose benefits under the Abbott Transferor DC Plans are transferred to the New Mylan Transferee DC Plans, or the transfer of benefits, assets and Liabilities pursuant to this Section 8.5, or the cessation of participation in the Abbott Transferor DC Plans in connection therewith.

8.6 ESPP. Effective as of the Closing, each Transferred Employee who participates in an employee stock purchase plan maintained by Abbott or its Continuing Affiliates immediately prior to the Closing, as applicable, (the "Abbott ESPPs") shall cease participation in the applicable Abbott ESPPs and, except as otherwise required by applicable Law or as otherwise determined by Abbott, shall have his or her payroll deductions refunded by Abbott as soon as administratively practicable in accordance with the terms of the Abbott ESPPs.

8.7 Equity Compensation. Abbott shall pay each Transferred Employee who, as of the Closing:

(a) holds an outstanding stock option to purchase one or more common shares of Abbott, or an outstanding stock option issued to convert an Abbott stock option in connection with the separation of Abbott's research-based pharmaceutical business, (each, an "Abbott Option") which is not exercisable as of the Closing and which is forfeited as a consequence of the Transferred Employee's termination of employment with Abbott pursuant to the terms of this Agreement, an amount in cash (net of applicable withholding Taxes) determined by multiplying the excess of the fair market value of one share of the underlying common stock immediately prior to the date such Abbott Option is forfeited over the exercise price of such Abbott Option by the number of shares of common stock subject to such Abbott Option;

(b) holds Abbott restricted stock, or restricted stock issued to convert a share of Abbott restricted stock in connection with the separation of Abbott's research-based pharmaceutical business, (each, a share of "Abbott Restricted Stock") which is forfeited as a consequence of the Transferred Employee's termination of employment with Abbott pursuant to the terms of this Agreement, an amount in cash (net of applicable withholding Taxes) determined by multiplying the fair market value of one share of the applicable common stock as of the Closing, by the number of shares of the applicable Abbott Restricted Stock; and

(c) holds a restricted stock unit with respect to shares of Abbott common stock, or a restricted stock unit issued to convert an Abbott restricted stock unit in connection with the separation of Abbott's research-based pharmaceutical business, (each, an "Abbott RSU") which is forfeited as a consequence of the Transferred Employee's termination of employment with Abbott pursuant to the terms of this Agreement, an amount in cash (net of applicable withholding Taxes) determined by multiplying the fair market value of one share of the applicable underlying common stock as of the Closing by the number of shares of the applicable common stock subject to such Abbott RSU.

New Mylan shall not be responsible for reimbursing Abbott for any payments (including amounts withheld for Taxes) made under this Section 8.7.

8.8 Business Employee Announcements; Questions and Answers; Access .

(a) Subject to applicable Law, prior to any written announcement being made to the Business Employees by Mylan or its Affiliates with respect to the transactions contemplated by this Agreement, Abbott and Mylan shall reasonably approve in writing the form and content of all such announcements.

(b) Prior to the Closing Date, Abbott and Mylan shall review and reasonably approve in writing the form of all question and answer materials and employee communications to be discussed with the Business Employees by Mylan or its Affiliates with respect to the transactions contemplated by this Agreement.

(c) Subject to applicable Law, Section 7.7(a) and the preceding provisions of this Section 8.8, from and after the date of this Agreement, Abbott and its Affiliates shall provide Mylan reasonable access to, and facilitate meetings with, any Business Employee during normal business hours and on five (5) U.S. Business Days' notice to Abbott for purposes of making announcements concerning, and preparing for, the consummation of the transactions contemplated by this Agreement; provided that such access or meetings do not unreasonably interfere with the operation of the Business.

8.9 Third Party Beneficiaries. Without limiting the generality of Section 13.5, the provisions contained in this Agreement with respect to the Business Employees shall be binding upon and shall inure solely to the benefit of each of the Parties and shall not create any rights or remedies of any nature whatsoever in any other Person, including any Business Employee (or dependent or beneficiary of any Business Employee) or any employee representative body, works council or trade union. Nothing herein shall be deemed an amendment of any plan providing benefits to any Business Employee.

8.10 European Council Directive. To the extent applicable, the Parties acknowledge the application of the European Council Directive of March 12, 2001 (2001/23/EC) (the "Directive"), relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of businesses and any country legislation implementing the Directive and any other similar Law. The Parties hereto acknowledge and agree that they shall, and shall cause their respective Affiliates to, comply with the Directive and any other similar Law to the extent applicable.

ARTICLE 9

TAX MATTERS

9.1 Cooperation. The Parties shall cooperate to provide information and assistance relating to the Acquired Companies, the Acquired Company Subsidiaries, the Transferred Business Assets and the business and operations of New Mylan and its Affiliates.

(a) Such cooperation shall, in the case of Abbott and its Affiliates, include cooperation that is reasonably necessary to allow New Mylan and its Affiliates to file Tax Returns, make elections related to Taxes, prepare for any Action with respect to Taxes by a Governmental Authority, obtain, amend or revise any rulings of any Governmental Authority related to Taxes and prosecute or defend any Action relating to any Tax Return, in each case related to the Acquired Companies, the Acquired Company Subsidiaries or the Transferred Business Assets.

(b) Such cooperation shall, in the case of New Mylan and its Affiliates, include the furnishing to Abbott and its Affiliates, upon request, as promptly as practicable, Tax, financial or other information (including non-public information) regarding the business and operations of New Mylan and its Affiliates as may be reasonably necessary for Abbott and its Affiliates to file any Tax Return or other Tax filings required or allowed by any Law with respect to items comprising such Tax Returns or filings determined under Sections 367, 482, 964, and 902 of the Code or similar provisions of non-U.S. Tax Law. New Mylan and its Affiliates shall provide to Abbott and its Affiliates such information as is required by applicable Law for purposes of complying with or applying the provisions relating to an investment in a "passive foreign investment company" as defined under Section 1297 of the Code or a "controlled foreign corporation" as defined under Section 957 of the Code.

(c) With the prior written consent of New Mylan, which shall not be unreasonably withheld, delayed, or conditioned, and at such times as may be agreed in advance with New Mylan, a representative of Abbott may, during normal office hours, have reasonable access to those officers, employees, agents, accountants, auditors, contractors and subcontractors of New Mylan or any Affiliate who have or may have knowledge of matters with respect to which Abbott reasonably seeks information under this Section 9.1; provided that such access does not unreasonably disrupt the normal operations of New Mylan or its Affiliates.

9.2 Preparation of Returns. Abbott and its Affiliates shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns in respect of any Affiliate of Abbott (including any Acquired Company and, if applicable, any Acquired Company Subsidiary) due (including extensions) prior to the Closing Date. All such Tax Returns shall be prepared on a basis consistent with the last previous similar Tax Return and in accordance with Law. Abbott and its Affiliates shall timely pay to the relevant Governmental Authority all Taxes due in connection with any such Tax Returns. New Mylan and its Affiliates shall prepare and timely file, or cause to be prepared and timely filed, all other Tax Returns in respect of the Acquired Companies or Acquired Company Subsidiaries. With respect to a Tax Return for a Straddle Period, New Mylan shall provide Abbott with a copy of such Tax Return at least thirty (30) days prior to the due date for filing such Tax Return for Abbott's review and comment. New Mylan shall consider in good faith any reasonable comments made by Abbott within fifteen (15) days of New Mylan's delivery of such copy. New Mylan shall, no later than five (5) U.S. Business Days before the due date (including extensions) of any such Tax Return, notify Abbott of any amount (or any portion of any such amount) of Excluded Taxes shown as due on such Tax Return. Abbott shall pay such amount to New Mylan no later than the due date (including extensions) of such Tax Return.

9.3 Refunds and Credits. If New Mylan or its Affiliates receives a Tax refund or credit which is an Excluded Asset described in Section 6.4(j), New Mylan shall or shall cause

its Affiliates to pay an amount equal to the refund or credit to Abbott within thirty (30) U.S. Business Days after receiving the refund or applying the credit against a Tax then due.

9.4 Tax Agreements. Except for agreements among or between Acquired Companies and Acquired Company Subsidiaries, all Tax sharing agreements or similar arrangements with respect to or involving the Business shall be terminated prior to the Closing Date and, after the Closing Date, New Mylan and its Affiliates shall not be bound thereby or have any Liability thereunder for amounts due in respect of periods ending on or before the Closing Date.

9.5 Unrestricted Action. Except as specifically set forth herein or on Schedule 9.5, New Mylan shall be unrestricted with respect to all matters concerning Taxes of New Mylan and its Affiliates (including, following the Closing, the Acquired Companies and the Acquired Company Subsidiaries).

9.6 Transfer Taxes. Each Party shall use reasonable best efforts to avail itself of any available exemptions from any Transfer Taxes described in clause (d) of the definition of "Excluded Taxes", and to cooperate with the other Party in providing any information and documentation that may be necessary to obtain such exemptions.

9.7 Allocation of Taxes Between Periods. In the case of any taxable period that includes (but does not end on) the day before the Closing Date (a "Straddle Period"): (A) real, personal and intangible property taxes ("Property Taxes") for the portion of the Straddle Period ending on the day before the Closing Date shall be equal to the amount of such Property Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days during the Straddle Period up to (but not including) the Closing Date and the denominator of which is the number of days in the Straddle Period; and (B) Taxes (other than Property Taxes) for the portion of the Straddle Period ending on the day before the Closing Date shall be computed as if such taxable period ended as of the open of business on the Closing Date, and in the case of any Taxes attributable to the ownership of any equity interest in any partnership or other "flow-through" entity or "controlled foreign corporation" (within the meaning of Section 957(a) of the Code or any comparable state, local or non-U.S. Law), as if the taxable period of such partnership, other "flow-through" entity or "controlled foreign corporation" ended as of the open of business on the Closing Date (whether or not such Taxes arise in a Straddle Period of the applicable owner).

ARTICLE 10

CONDITIONS

10.1 Conditions to Obligations of Abbott and Mylan. The obligations of the Parties to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions:

(a) Mylan shall have obtained the Shareholder Approval.

(b) No Law shall have been adopted or promulgated and no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Order

(whether temporary, preliminary or permanent), in each case, that has the effect of making the Reorganization, the Business Transfer, the Merger or the other transactions contemplated by this Agreement illegal or otherwise prohibiting the consummation of the Reorganization, the Business Transfer, the Merger or such other transactions, arising (i) out of any Action by any shareholder of Mylan or (ii) otherwise.

(c) Any waiting periods (and any extensions thereof) applicable to the Reorganization, the Business Transfer, the Merger or the other transactions contemplated by this Agreement under the Competition/Investment Laws of the jurisdictions set forth on Schedule 10.1(c) shall have expired or shall have been terminated and any Consents of Government Authorities applicable to the Reorganization, the Business Transfer, the Merger or the other transactions contemplated by this Agreement pursuant to the Competition/Investment Laws of the jurisdictions set forth on Schedule 10.1(c) shall have been obtained.

(d) The New Mylan Ordinary Shares to be issued in connection with the Merger and the Business Transfer shall have been approved for listing on the Stock Exchange, subject to official notice of issuance.

(e) The Registration Statement shall have been declared effective under the Securities Act and shall not be the subject of any stop order or Actions seeking a stop order.

(f) Since the date hereof, there shall have been no change in applicable Law (whether or not such change in Law is yet effective) with respect to Section 7874 of the Code (or any other U.S. Tax Law), or official interpretation thereof as set forth in published guidance by the Department of the Treasury or the Internal Revenue Service (other than news releases) (whether or not such change in official interpretation is yet effective), that "will", in the opinion of nationally recognized U.S. Tax counsel (which opinion shall have been issued only to the Party invoking this condition but disclosed to the other Parties), cause New Mylan to be treated as a United States domestic corporation for United States federal income Tax purposes, and there shall have been no bill that would implement such a change which has been passed in identical (or substantially identical such that a conference committee is not required prior to submission of such legislation for the President of the United States's approval or veto) form by both the United States House of Representatives and the United States Senate and for which the time period for the President of the United States to sign or veto such bill has not yet elapsed.

10.2 Additional Conditions to Obligations of Abbott. The obligations of Abbott to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Abbott):

(a) Each of the Mylan Fundamental Representations, disregarding all qualifications and exceptions contained therein relating to "materiality" or "Mylan Material Adverse Effect", shall be true and correct in all material respects as of the Closing (other than such representations and warranties as are made as of another date, which shall be true and correct in all material respects as of such date). Each of the representations and warranties of the Mylan Parties contained in this Agreement (other than the Mylan Fundamental Representations),

disregarding all qualifications and exceptions contained therein relating to "materiality" or "Mylan Material Adverse Effect", shall be true and correct as of the Closing (other than such representations and warranties as are made as of another date, which shall be true and correct as of such date), except where the failure of such representations and warranties to be so true and correct would not result in a Mylan Material Adverse Effect. The covenants and agreements contained in this Agreement (other than Section 7.2(ix)) to be complied with by the Mylan Parties on or before the Closing shall have been complied with in all material respects and the covenants and agreements contained in Section 7.2(ix) shall have been complied with by the Mylan Parties in all respects. Abbott shall have received a certificate signed on behalf of Mylan by an officer of Mylan to such effect.

(b) Since December 31, 2013, a Mylan Material Adverse Effect shall not have occurred.

(c) New Mylan shall have been converted into a public limited liability company (*naamloze vennootschap*) and a copy of a notarial deed of conversion and amended articles of association of New Mylan to this effect shall have been provided to Abbott.

(d) If, prior to the Closing Date, Abbott shall have exercised its right pursuant to Section 7.24(b) to require New Mylan to file a Resale Registration Statement with the SEC, such Resale Registration Statement shall have been declared (or shall have been deemed automatically) effective and shall not be the subject of any stop order or Action seeking a stop order.

10.3 Conditions to Obligations of Mylan. The obligations of the Mylan Parties to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Mylan):

(a) Each of the Abbott Fundamental Representations and the representations and warranties set forth in Section 4.13(l), disregarding all qualifications and exceptions contained therein relating to "materiality" or "Business Material Adverse Effect", shall be true and correct in all material respects as of the Closing (other than such representations and warranties as are made as of another date, which shall be true and correct in all material respects as of such date). Each of the representations and warranties of Abbott contained in this Agreement (other than the Abbott Fundamental Representations and the representations and warranties set forth in Section 4.13(l)), disregarding all qualifications and exceptions contained therein relating to "materiality" or "Business Material Adverse Effect", shall be true and correct as of the Closing (other than such representations and warranties as are made as of another date, which shall be true and correct as of such date), except where the failure of such representations and warranties to be so true and correct would not result in a Business Material Adverse Effect. The covenants and agreements contained in this Agreement to be complied with by Abbott on or before the Closing shall have been complied with in all material respects. Mylan shall have received a certificate signed on behalf of Abbott by an officer of Abbott to such effect.

(b) The Reorganization shall have been effected in compliance in all respects with the Reorganization Plan; provided that there may be Delayed Reorganization Closings that have not yet occurred in Delayed Reorganization Jurisdictions representing in the

aggregate not more than thirty percent (30%) of the aggregate revenue of the Business (measured as of the completed calendar year ending December 31, 2014).

(c) Since the date of this Agreement, a Business Material Adverse Effect shall not have occurred.

(d) The Audited Financial Statements as of and for the fiscal year ended December 31, 2013, after excluding from such Audited Financial Statements the items set forth on Schedule 10.3(d)(i) in accordance with the methodologies, policies, practices and procedures therein set forth, shall not differ in any material respect from the Reference Performance Financial Statements, excluding from such Performance Financial Statements the items set forth on Schedule 10.3(d)(ii) in accordance with the methodologies, policies, practices and procedures therein set forth.

(e) The Consents set forth on Schedule 10.3(e) in respect of the transactions contemplated by this Agreement shall have been obtained.

ARTICLE 11

TERMINATION

11.1 Termination. This Agreement may be terminated at any time prior to the Closing in the following circumstances:

(a) by the mutual written consent of Abbott and Mylan;

(b) by either Abbott or Mylan by written notice to the other, if the Closing shall not have occurred by October 13, 2015 (the "Outside Date"); provided, however, that either Abbott or Mylan may, in its sole discretion, by written notice to the other, elect to extend the Outside Date for one (1) ninety (90) day extension period if the Closing has not occurred due to the failure of the condition set forth in Section 10.1(c); provided further that the right to terminate this Agreement under this Section 11.1(b) shall not be available to any Party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(c) by either Abbott or Mylan by written notice to the other, in the event that any Law shall have been adopted or promulgated or any Order of any Governmental Authority shall have become final and non-appealable, in each case, that has the effect of making the Reorganization, the Business Transfer, the Merger or the other transactions contemplated by this Agreement illegal or otherwise prohibiting the consummation of the Reorganization, the Business Transfer, the Merger or such other transactions, arising (i) out of any Action by any shareholder of Mylan or (ii) otherwise;

(d) by either Abbott or Mylan by written notice to the other, if the Shareholder Approval shall not have been obtained by reason of the failure to obtain the requisite affirmative vote of holders of the outstanding shares of Mylan Common Stock at the Shareholders Meeting, or at any adjournment or postponement thereof;

(e) by Abbott by written notice to Mylan, if the Mylan Parties shall have breached any of their representations or warranties or failed to comply with any of their covenants or agreements contained in this Agreement (other than Section 7.2(ix)), which breach or failure (i) would give rise to the failure of the condition set forth in Section 10.2(a) or (b) and (ii) is incapable of being cured, or is not cured, by the Mylan Parties within thirty (30) days following receipt of written notice of such breach or failure to comply from Abbott; provided, however, that the right to terminate this Agreement under this Section 11.1(e) shall not be available to Abbott if Abbott has breached any of its representations or warranties or failed to comply with any of its covenants or agreements contained in this Agreement such that the condition set forth in Section 10.3(a) or (c) could not then be satisfied;

(f) by Mylan by written notice to Abbott, if Abbott shall have breached any of its representations or warranties or failed to comply with any of its covenants or agreements contained in this Agreement, which breach or failure (i) would give rise to the failure of the condition set forth in Section 10.3(a) or (c) and (ii) is incapable of being cured, or is not cured, by Abbott within thirty (30) days following receipt of written notice of such breach or failure to comply from Mylan; provided, however, that the right to terminate this Agreement under this Section 11.1(f) shall not be available to Mylan if the Mylan Parties have breached any of their representations or warranties or failed to comply with any of their covenants or agreements contained in this Agreement such that the condition set forth in Section 10.2(a) or (b) could not then be satisfied;

(g) by Abbott, prior to the Shareholders Meeting, if the Board of Directors (i) fails to include in the Proxy Statement its recommendation that the shareholders of Mylan approve the Merger or withdraws or modifies such recommendation in any manner adverse to Abbott, (ii) approves or recommends any Alternative Proposal or (iii) resolves to take any such action; or

(h) by Abbott by written notice to Mylan, if the Mylan Parties shall have breached Section 7.2(ix).

11.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 11.1, this Agreement shall forthwith become void and there shall be no Liability on the part of either Party except that Section 7.7(c), Section 7.7(d), this Section 11.2, Section 11.3 and Article 12 shall survive the termination of this Agreement; provided that no Party shall be relieved or released from any Liability or damages arising from a Willful Breach of any provision of this Agreement or fraud, and the aggrieved Party shall be entitled to all rights and remedies available at Law or in equity.

11.3 Reimbursement Amount.

(a) Upon delivery of a Reimbursement Amount Statement by Abbott to Mylan, Mylan shall be obligated pay in accordance with Section 11.3(c) the Reimbursement Amount to Abbott in the event this Agreement is terminated:

(i) by either Abbott or Mylan in accordance with Section 11.1(b) on or after the Outside Date as a result of the failure of any of the conditions precedent

set forth in Section 10.1 (other than Section 10.1(b)(ii) or Section 10.1(f)) or Section 10.2 to have been satisfied;

(ii) by either Abbott or Mylan in accordance with Section 11.1(c)(i) or Section 11.1(d);

(iii) by Abbott in accordance with Section 11.1(e) due to the failure of the Mylan Parties to comply with any of their covenants or agreements contained in this Agreement relating to the satisfaction of the conditions precedent set forth in Section 10.1 (other than Section 10.1(b)(ii) or Section 10.1(f)) or Section 10.2; or

(iv) by Abbott in accordance with Section 11.1(g) or Section 11.1(h).

(b) The Reimbursement Amount Statement shall be prepared in good faith by Abbott and shall provide a summary in reasonable detail setting forth Abbott's calculation of the Reimbursement Amount. Upon the request of Mylan, Abbott shall cause its Tax advisors and appropriate Tax employees to meet with Mylan and its representatives to discuss the calculation of Taxes for purposes of Abbott's determination of the Reimbursement Amount. Such meeting shall take place no later than three (3) U.S. Business Days after delivery of the Reimbursement Amount Statement to Mylan.

(c) Mylan acknowledges and agrees that the agreements contained in this Section 11.3 are an integral part of the transaction contemplated by this Agreement and that, without these agreements, Abbott would not enter into this Agreement. Accordingly, if Mylan fails promptly to pay any amounts due under this Section 11.3 and, in order to obtain such payment, Abbott commences any Action that results in a judgment against Mylan for such amounts, Mylan shall pay interest on such amounts from the date payment of such amounts was due to the date of actual payment at the prime rate of the Bank of New York Mellon Corporation in effect on the date such payment was due, together with the costs and expenses (including reasonable legal fees and expenses) incurred by Abbott in connection with such Action. All payments by Mylan to Abbott pursuant to this Section 11.3 shall be made by bank wire transfer of immediately available funds to an account specified in writing by Abbott by the fifth (5th) US. Business Day after delivery of the Reimbursement Amount Statement.

(d) Abbott may determine in its sole and absolute discretion whether to deliver a Reimbursement Amount Statement to Mylan in accordance with this Section 11.3. If Abbott elects not to deliver a Reimbursement Amount Statement when permitted to do so in accordance with this Section 11.3, it shall be entitled to all other rights and remedies available under this Agreement and applicable Law. Notwithstanding anything to the contrary in this Agreement, if Abbott elects to deliver a Reimbursement Amount Statement to Mylan, payment of the Reimbursement Amount set forth therein shall be the sole and exclusive remedy of Abbott hereunder, and upon payment of the Reimbursement Amount, none of the Mylan Parties or the Mylan Subsidiaries shall have any further Liability arising out of or relating to this Agreement or the transactions contemplated hereby; provided that the foregoing shall not limit or impair the obligations of the Mylan Parties or the Mylan Subsidiaries set forth in Section 7.7(c) and Section 7.7(d) or the rights and remedies of Abbott under this Agreement in connection therewith.

(e) In no event shall the Reimbursement Amount be payable more than once.

ARTICLE 12

INDEMNIFICATION

12.1 Indemnification by Abbott. From and after the Closing, subject to the limitations set forth in this Agreement, Abbott shall, to the fullest extent permitted by Law, indemnify, defend and hold harmless the Mylan Parties and their respective Affiliates (including, after the Closing, the Acquired Companies and the Acquired Company Subsidiaries), the past, present and future directors, officers, employees and agents of the Mylan Parties and their respective Affiliates, in their respective capacities as such, and the heirs, executors, administrators, successors and permitted assigns of the foregoing Persons (collectively the "Mylan Indemnitees") from and against any and all Losses which any Mylan Indemnitee may incur or suffer to the extent such Losses arise out of or result from: (a) any breach of any representation or warranty of Abbott contained in this Agreement (other than any Abbott Fundamental Representation, any Abbott Tax Representation or the representations and warranties contained in Sections 4.6 or 4.12(d)) as of the date hereof or as of the Closing (or, in the case of any such representation or warranty specifically made as of another date, as of such other date), (b) any breach of any Abbott Fundamental Representation as of the date hereof or as of the Closing (or, in the case of any such representation or warranty specifically made as of another date, as of such other date), (c) any breach of any covenant or agreement contained in this Agreement to be complied with by Abbott or (d) any Excluded Liability. Notwithstanding anything in this Agreement to the contrary, for purposes of clauses (a) and (b) of the immediately preceding sentence, each of (i) the determination of whether any breach of any representation or warranty (other than the representations and warranties in Sections 4.5 or 4.7(a)) has occurred and (ii) the determination of the amount of Losses arising out of or resulting from any breach of any representation or warranty (other than the representations and warranties in Sections 4.5 or 4.7(a)) shall be made without regard to any qualification or exception contained in such representation or warranty relating to materiality or Business Material Adverse Effect.

12.2 Indemnification by New Mylan. From and after the Closing, subject to the limitations set forth in this Agreement, New Mylan shall, to the fullest extent permitted by Law, indemnify, defend and hold harmless Abbott and the Continuing Affiliates, the past, present and future directors, officers, employees and agents of Abbott and the Continuing Affiliates, in their respective capacities as such, and the heirs, executors, administrators, successors and permitted assigns of the foregoing Persons (collectively the "Abbott Indemnitees") from and against any and all Losses which any Abbott Indemnitee may incur or suffer to the extent such Losses arise out of or result from: (a) any breach of any representation or warranty of the Mylan Parties contained in this Agreement (other than the Mylan Fundamental Representations) as of the date hereof or as of the Closing (or, in the case of any such representation or warranty specifically made as of another date, as of such other date), (b) any breach of any Mylan Fundamental Representation as of the date hereof or as of the Closing (or, in the case of any such representation or warranty specifically made as of another date, as of such other date), (c) any breach of any covenant or agreement contained in this Agreement to be complied with by the Mylan Parties or (d) any Assumed Business Liability. Notwithstanding anything in this

Agreement to the contrary, for purposes of clauses (a) and (b) of the immediately preceding sentence, each of (i) the determination of whether any breach of any representation or warranty (other than the representations and warranties in Section 5.7(a)) has occurred and (ii) the determination of the amount of Losses arising out of or resulting from any breach of any representation or warranty (other than the representations and warranties in Section 5.7(a)) shall be made without regard to any qualification or exception contained in such representation or warranty relating to materiality or Mylan Material Adverse Effect.

12.3 Procedures. Claims for indemnification under this Agreement shall be asserted and resolved as follows:

(a) Third Party Claims.

(i) Any Mylan Indemnitee or Abbott Indemnitee seeking indemnification under this Agreement (an "Indemnified Party") with respect to any claim asserted against the Indemnified Party by a third party (a "Third Party Claim") in respect of any matter that is subject to indemnification under Section 12.1 or Section 12.2, as applicable, shall promptly deliver to the other Party (the "Indemnifying Party") a written notice (a "Third Party Claim Notice") setting forth a description in reasonable detail of the nature of the Third Party Claim, a copy of all papers served with respect to such Third Party Claim (if any), the basis for the Indemnified Party's request for indemnification under this Agreement and a reasonable estimate (if calculable) of any Losses suffered with respect to such Third Party Claim; provided, however, that the failure to so transmit a Third Party Claim Notice shall not affect the Indemnifying Party's obligations under this Article 12, except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure.

(ii) If a Third Party Claim is asserted against an Indemnified Party, the Indemnifying Party shall be entitled to participate in the defense thereof and, if it elects, to assume and control the defense thereof with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnified Party and to settle such Third Party Claim at the discretion of the Indemnifying Party; provided, however, that the Indemnifying Party shall not, except with the written consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), enter into any settlement or consent to entry of any judgment that (1) does not include the provision by the Person(s) asserting such claim to all Indemnified Parties of a full, unconditional and irrevocable release from all Liability with respect to such Third Party Claim, (2) includes an admission of fault, culpability or failure to act by or on behalf of any Indemnified Party or (3) includes injunctive or other nonmonetary relief affecting any Indemnified Party. If the Indemnifying Party elects to assume the defense of a Third Party Claim, the Indemnifying Party shall not be liable to the Indemnified Party for legal fees or expenses subsequently incurred by the Indemnified Party in connection with the defense thereof; provided, however, that the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party (it being understood that the Indemnifying Party shall control such defense), provided that the Indemnifying Party will pay the costs and expenses of such separate counsel if, based on the reasonable opinion of legal counsel to the Indemnified Party reasonably acceptable to the Indemnifying Party, a conflict or potential conflict of interest exists between the Indemnifying Party and the Indemnified Party which makes representation of both parties inappropriate under applicable standards of professional conduct; provided further that the

Indemnifying Party shall not be required to pay for more than one such counsel (plus any appropriate local counsel) for all Indemnified Parties in connection with any Third Party Claim. The Indemnified Party may retain or take over the control of the defense or settlement of any Third Party Claim the defense of which the Indemnifying Party has elected to control if the Indemnified Party irrevocably waives its right to indemnity under this Article 12 and fully releases the Indemnifying Party with respect to such Third Party Claim.

(iii) All of the Parties shall cooperate in the defense or prosecution of any Third Party Claim in respect of which indemnity may be sought hereunder and each Party (or a duly authorized representative of such Party) shall (and shall cause its Affiliates to) furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(b) Direct Claims. If any Indemnified Party has a claim against any Indemnifying Party under this Article 12 that does not involve a Third Party Claim being asserted against such Indemnified Party (a "Direct Claim"), such Indemnified Party shall promptly deliver to the Indemnifying Party a written notice (a "Direct Claim Notice") setting forth a description in reasonable detail of the nature of the Direct Claim, the basis for the Indemnified Party's request for indemnification under this Agreement and a reasonable estimate (if calculable) of any Losses suffered with respect to such Direct Claim; provided, however, that the failure to so transmit a Direct Claim Notice shall not affect the Indemnifying Party's obligations under this Article 12, except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure. If the Indemnifying Party disputes a Direct Claim, the Indemnified Party and the Indemnifying Party shall attempt to resolve in good faith such dispute within forty-five (45) days of the Indemnifying Party delivering written notice to the Indemnified Party of such dispute. If such dispute is not so resolved within such forty-five (45) day period, then either party may initiate an Action with respect to the subject matter of such dispute in accordance with, and subject to the limitations of, Article 13.

12.4 Survival of Representations, Warranties, Covenants and Agreements. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing as follows: (a) the Abbott Fundamental Representations and the Mylan Fundamental Representations shall survive the Closing until the expiration of the applicable statute of limitations, (b) the Abbott Tax Representations and the representations and warranties set forth in Sections 4.6 and 4.12(d) shall survive until the Closing, (c) all representations and warranties contained in this Agreement (other than the Abbott Fundamental Representations, the Mylan Fundamental Representations, the Abbott Tax Representations and the representations and warranties set forth in Sections 4.6 and 4.12(d)) shall survive the Closing until the date that is eighteen (18) months after the Closing Date and (d) except as otherwise specified herein, all covenants and agreements contained in this Agreement shall survive the Closing indefinitely; provided that each representation, warranty, covenant and agreement contained in this Agreement shall survive the time at which it would otherwise expire pursuant to this Section 12.4 if, prior to such time, notice of a breach or potential breach thereof giving rise to a right or potential right of indemnity under this Article 12 shall have been given to the Party against whom such indemnity may be sought in accordance with Section 12.3. Any claim not

asserted in accordance with this Article 12 on or prior to the expiration of the applicable survival period set forth in this Section 12.4 will be irrevocably and unconditionally released and waived.

12.5 Limitations on Indemnification Obligations. Notwithstanding anything to the contrary in this Article 12: the Mylan Indemnitees shall not be entitled to recover Losses pursuant to Section 12.1(a) for any breach of any representation or warranty attributable to a single course of conduct or related set of facts, events or circumstances unless the amount of Losses incurred or suffered by the Mylan Indemnitees for such breach exceeds $1,000,000;

(b) the Mylan Indemnitees shall not be entitled to recover Losses pursuant to Section 12.1(a) until the aggregate amount which the Mylan Indemnitees would recover under Section 12.1(a) exceeds $50,000,000, in which case the Mylan Indemnitees shall only be entitled to recover such Losses in excess of such amount, up to a maximum aggregate amount of Losses recovered under Section 12.1(a) of $300,000,000;

(c) the Abbott Indemnitees shall not be entitled to recover Losses pursuant to Section 12.2(a) for any breach of any representation or warranty attributable to a single course of conduct or related set of facts, events or circumstances unless the amount of Losses incurred or suffered by the Abbott Indemnitees for such breach exceeds $1,000,000;

(d) the Abbott Indemnitees shall not be entitled to recover Losses pursuant to Section 12.2(a) until the aggregate amount which the Abbott Indemnitees would recover under Section 12.2(a) exceeds $50,000,000, in which case the Abbott Indemnitees shall only be entitled to recover such Losses in excess of such amount, up to a maximum aggregate amount of Losses recovered under Section 12.2(a) of $300,000,000;

(e) the amount of any Loss for which an Indemnified Party may receive indemnification under this Article 12 shall be decreased by any Tax benefit actually realized, and increased by any Tax cost actually incurred, by such Indemnified Party arising from the incurrence or payment of any such Loss (if any such Tax benefit is actually realized, or any such Tax cost is actually incurred, after the applicable indemnity payment is made under this Article 12 but before the seventh (7th) anniversary of the Closing Date, then (i) in the case of a Tax benefit actually realized, the Indemnified Party shall repay to the Indemnifying Party, promptly after such realization, the amount of such Tax benefit or (ii) in the case of a Tax cost actually incurred, the Indemnifying Party shall pay to the Indemnified Party, promptly after such incurrence, the amount of such Tax cost);

(f) (i) each Indemnified Party shall use reasonable best efforts to collect any available Insurance Proceeds in respect of any Loss; provided that such Indemnified Party need not attempt to so collect prior to making a claim for indemnification or receiving an indemnity payment in respect of such Loss under this Article 12, (ii) any Loss for which an Indemnified Party may make a claim shall be reduced by any Insurance Proceeds actually collected by such Indemnified Party in respect of such Loss and (iii) if an Indemnified Party receives an indemnity payment in respect of a Loss under this Article 12 and subsequently collects any Insurance Proceeds in respect of such Loss, such Indemnified Party shall pay to the Indemnifying Party an amount equal to the excess of such indemnity payment received over the amount of such indemnity payment that would have been due if such Insurance Proceeds had been collected before such indemnity payment was made; and

(g) the rights of each Mylan Indemnitee under Section 12.1, and the rights of each Abbott Indemnitee under Section 12.2, shall not be affected by any knowledge at or prior to the execution of this Agreement or at or prior to the Closing of any breach of any representation, warranty, covenant or agreement, whether such knowledge came from Abbott, any Mylan Party or any other Person.

12.6 Currency Conversion. If the amount of any Losses incurred or suffered by any Indemnified Party is expressed in a currency other than U.S. Dollars, any such amounts expressed in a currency other than U.S. Dollars shall be converted from the applicable currency to U.S. Dollars using the Exchange Rate as of two (2) U.S. Business Days prior to the date upon which a final determination as to the payment of such Losses to the Indemnified Party is made.

12.7 Exclusivity. Except in cases of Willful Breach, from and after the Closing, recovery pursuant to this Article 12 shall constitute the Parties' sole and exclusive remedy for any and all Losses relating to or arising from this Agreement and the transactions contemplated hereby, and each Party hereby waives and releases, to the fullest extent permitted by applicable Law, any and all other rights, remedies, claims and causes of action (including rights of contributions, if any), whether in contract, tort or otherwise, known or unknown, foreseen or unforeseen, which exist or may arise in the future, arising under or based upon any federal, state or local Law, that any Party may have against the other Party in respect of any breach of this Agreement; provided, however, that the foregoing shall not be deemed to deny (a) any Party equitable remedies (including injunctive relief or specific performance) when any such remedy is otherwise available under this Agreement or applicable Law or (b) any Party or its Affiliates any remedies under any Ancillary Agreement, and the foregoing shall not interfere with or impede the resolution of disputes relating to (i) the Share Allocation by the Allocation Firm pursuant to Section 2.11 or (ii) the Final Modified Working Capital by the Consultant pursuant to Section 3.4.

ARTICLE 13

MISCELLANEOUS

13.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that no Party may assign its rights or delegate any or all of its obligations under this Agreement, by operation of Law or otherwise, without the prior written consent of each Party (which shall not be unreasonably withheld, delayed or conditioned).

13.2 Public Announcements. Except for the initial press releases to be issued with respect to the transactions contemplated by this Agreement and attached hereto as Exhibit 13.2, which shall be released contemporaneously by Abbott and Mylan following the execution of this Agreement, neither Abbott nor any Mylan Party shall issue or make any public announcement, press release or other public disclosure regarding this Agreement or its subject matter without the other Parties' prior written consent (which shall not be unreasonably withheld, delayed or conditioned), except for any such disclosure that is required by applicable Law or the rules of a stock exchange on which the Securities of the disclosing Party are listed. If a Party is required to make a public disclosure by applicable Law or the rules of a stock exchange on which its Securities are listed, such Party shall, to the extent practicable, submit the proposed

disclosure in writing to the other Party prior to the date of disclosure and provide the other Party a reasonable opportunity to comment thereon. Nothing in this Section 13.2 shall prohibit communications to (i) customers, employees and other Persons that provide no more information regarding this Agreement or its subject matter than is contained in the initial press releases or in any other public disclosure made in accordance with this Agreement, (ii) Business Employees as described in Section 8.8 or (iii) any notification, consultation or negotiation with a works council, union, labor board, employee group or Governmental Authority in connection with the Reorganization.

13.3 Expenses. Whether or not the transactions contemplated hereby are consummated, and except as otherwise specified herein, each Party shall bear its own expenses with respect to the transactions contemplated by this Agreement.

13.4 Severability. In the event that any one or more of the terms or provisions of this Agreement or any Ancillary 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 any Ancillary 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 reasonable best efforts to substitute one or more valid, legal and enforceable terms or provisions into this Agreement (or the applicable Ancillary Agreement) which, insofar as practicable, implement the purposes and intent of the Parties. Any term or provision of this Agreement or any Ancillary Agreement held invalid or unenforceable only in part or 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.

13.5 No Third Party Beneficiaries. Except as provided in Article 12, (a) the provisions of this Agreement are solely for the benefit of the Parties and their permitted successors and assigns and are not intended to confer upon any Person, except the Parties and their permitted successors and assigns, any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third party with any remedy, right of Action, Liability, reimbursement or other right in excess of those existing without reference to this Agreement.

13.6 Waiver. Waiver by either Party of any default by the other Parties of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the waiving Party.

13.7 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the Laws of the State of New York without regard to the conflicts of Laws provisions thereof; provided that (a) all matters relating to the internal corporate affairs of Mylan and the Merger shall be governed by the Laws of the Commonwealth of Pennsylvania and (b) all matters relating to the internal corporate affairs of New Mylan as (i) a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) or (ii)

a public limited company (*naamloze vennootschap*), as applicable, shall be governed by the Laws of the Netherlands.

13.8 Jurisdiction. The Parties agree that any Action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York located in the City of New York, New York so long as such court shall have subject matter jurisdiction over such Action, or alternatively in the New York State Court located in the City of New York, Borough of Manhattan, New York if the aforesaid United States District Court does not have subject matter jurisdiction, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the Parties hereby irrevocably Consents to the jurisdiction of such court (and of the appropriate appellate courts therefrom) in any such Action and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Action in any such court or that any such Action which is brought in such court has been brought in an inconvenient forum. Process in any such Action may be served on any Party anywhere in the world, whether within or without the jurisdiction of such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 13.14 shall be deemed effective service of process on such Party.

13.9 Waiver of Jury Trial. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.9.

13.10 Specific Performance. The Parties acknowledge that, in view of the uniqueness of the Transferred Business Assets and the transactions contemplated by this Agreement, no Party would have an adequate remedy at Law for money damages in the event that this Agreement has not been performed in accordance with its terms, and therefore each Party agrees that the other Parties shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which they may be entitled (in accordance with Section 13.8), at Law or in equity.

13.11 Headings. The Article, Section and Paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

13.13 Further Documents. Each of Mylan and Abbott shall, and shall cause its respective Affiliates to, at the request and expense of the other Party, execute and deliver to such other Party all such further instruments, assignments, assurances and other documents as such other Party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

13.14 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 any of New Mylan, Mylan or Merger Sub, to:

Mylan Inc.
1000 Mylan Boulevard
Canonsburg, Pennsylvania 15317
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 Abbott, 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.

13.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the 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 gender as the context requires. 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 and Exhibits hereto) and not to any particular provision of this Agreement. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". Article, Section, Exhibit and Schedule references are to the Articles and Sections of, and the Exhibits and Schedules to, this Agreement unless otherwise specified. Unless otherwise stated, all references to any agreement shall be deemed to include the exhibits, schedules and annexes to such agreement. 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. The phrase "date hereof" or "date of this Agreement" shall be deemed to refer to July 13, 2014. The representations and warranties of the Parties in this Agreement shall be deemed to have been made as of July 13, 2014 (other than such representations and warranties as are made as of another date, including for the purposes of Section 10.2, Section 10.3, Section 12.1 or Section 12.2). Unless otherwise specified in a particular case, the word "days" refers to calendar days. Where this Agreement states that a Party "shall" 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. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. References herein to this Agreement or any Ancillary Agreement shall be deemed to refer to this Agreement or such Ancillary Agreement as of the date of such agreement and as it may be amended thereafter, unless otherwise specified. References herein to a statute include the statute and the rules and regulations promulgated thereunder. When used in relation to, or when used in determining the use of, the Business or any assets, Liabilities or employees, "primarily" shall mean more than fifty percent (50%).

13.16 Amendment. This Agreement may be amended, supplemented or modified by the Parties, by action taken or authorized by their respective boards of directors, at any time before or after approval of the matters presented in connection with the Merger by the shareholders of Mylan, but after such approval, no amendment shall be made which by Law or in accordance with the rules of the Nasdaq Global Select Market requires further approval by such shareholders without such further approval. Without limiting the foregoing, this Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed on behalf of each of the Parties.

13.17 Entire Agreement. This Agreement, the Ancillary Agreements and the Confidentiality Agreement contain the entire agreement of the Parties with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to November 4, 2014.

* * * * * * * * * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

ABBOTT LABORATORIES

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

MYLAN INC.

By: /s/ Robert J. Coury
Name: Robert J. Coury
Title: Executive Chairman

NEW MOON B.V.

By: /s/ Alan Weiner
Name: Alan Weiner
Title: Managing Director

MOON OF PA INC.

By: /s/ John D. Sheehan
Name: John D. Sheehan
Title: Officer

Exhibit 2.2

FORM OF SHAREHOLDER AGREEMENT

This Shareholder Agreement (this "Agreement") is dated and effective as of _____ 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")[1]. 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 the Abbott Shareholders an aggregate of _____ Ordinary Shares (collectively, the "Initial Shares"), representing ___% (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.

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:

[1] The Abbott Shareholders may be modified as of the Closing Date to take into account any changes in the Reorganization Plan approved by the Reorganization Committee pursuant to Section 6.2 of the Business Transfer Agreement.

"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 _____;[2] provided that (a) if the condition precedent set forth in Section 10.2(d) of the Business Transfer Agreement has not been satisfied as of the date of this Agreement and Abbott, in is sole discretion, has waived in writing the satisfaction of such condition, then the Restricted Period shall commence as of the date such condition has been satisfied or waived in writing by Abbott in its sole discretion, and in such case the Restricted Period shall end at 11:59 p.m., New York City time, on the date 90 calendar days after such commencement date and (b) 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 _____,[3] 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

[2] Date 90 calendar days after the date of this Agreement.
[3] Date 90 calendar days after the date of this Agreement.

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 France	Preamble
Abbott Gibraltar	Preamble
Abbott Luxembourg	Preamble
Abbott Party	7.7
Abbott Shareholders	Preamble
Abbott	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)

Defined Term	Section
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:

_____

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

_____

If to any Abbott Shareholder, to:

_____

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

_____

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:

Name:

Title:

ABBOTT LABORATORIES

By:

Name:

Title:

LABORATOIRES FOURNIER S.A.S.

By:

Name:

Title:

ABBOTT ESTABLISHED PRODUCTS HOLDINGS GIBRALTAR LIMITED

By:

Name:

Title:

ABBOTT INVESTMENTS LUXEMBOURG S.À R.L.

By:

Name:

Title:

Exhibit 4.1

AMENDMENT NO. 6 TO RIGHTS AGREEMENT

This Amendment No. 6 to Rights Agreement, dated as of July 13, 2014 (this "Amendment"), is entered into by and between Mylan Inc., a Pennsylvania corporation (the "Company"), and American Stock Transfer & Trust Company (the "Rights Agent").

WHEREAS, the Company and the Rights Agent are party to that certain Rights Agreement dated as of August 22, 1996, as amended as of November 8, 1999, August 13, 2004, September 8, 2004, December 2, 2004 and December 19, 2005 (as so amended, the "Rights Agreement");

WHEREAS, the Company, New Moon B.V., private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands ("New Moon"), Moon of PA Inc., a Pennsylvania corporation and a wholly-owned subsidiary of New Moon ("Merger Sub"), and Abbott Laboratories, an Illinois corporation ("Abbott"), have proposed to enter into a Business Transfer Agreement and Plan of Merger to be dated on or around the date hereof (the "BTA");

WHEREAS, the Board of Directors of the Company deems it necessary and desirable to amend the Rights Agreement to render the Rights inapplicable to the Business Transfer and the Merger (each as defined in the BTA) and the other transactions contemplated by the BTA (collectively, the "Transactions") in order to facilitate the consummation of the Transactions;

WHEREAS, Section 27 of the Rights Agreement provides that the Company may from time to time, prior to the Share Acquisition Date, supplement or amend the Rights Agreement without the approval of any holders of Right Certificates to make any provisions with respect to the Rights that the Company may deem necessary or desirable, any such supplement or amendment to be evidenced by a writing signed by the Company and the Rights Agent;

WHEREAS, the Share Acquisition Date has not occurred;

WHEREAS, the Board of Directors of the Company has approved and adopted this Amendment at a meeting of the directors duly called and held; and

WHEREAS, pursuant to and in accordance with Section 27 thereof, the parties desire to amend the Rights Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein and in the Rights Agreement, the parties hereto agree as follows:

1. The definition of "Acquiring Person" set forth in Section 1(a) of the Rights Agreement shall be amended to (a) replace the period at the end of paragraph (ii)

thereof with a semi-colon and (b) add the following new paragraph (iii) at the end thereof:

"(iii) none of New Moon, Abbott or any of their respective Affiliates or Associates shall be or become an "Acquiring Person", and the term "Acquiring Person" shall not include any of New Moon, Abbott or any of their respective Affiliates or Associates, solely by virtue of or as a result of the approval, execution, delivery, performance or public announcement of the BTA or the consummation of the Business Transfer, the Merger and the other Transactions."

2. The definitions of "Beneficial Owner", "Beneficially Own" and "Beneficial Ownership" set forth in Section 1(e) of the Rights Agreement are hereby amended by adding the following sentence at the end of Section 1(e):

"Notwithstanding anything to the contrary set forth in this definition or in this Agreement, none of New Moon, Abbott or any of their respective Affiliates or Associates shall be deemed to be a "Beneficial Owner" of, to "Beneficially Own" or to have "Beneficial Ownership" of any securities solely by virtue of or as a result of the approval, execution, delivery, performance or public announcement of the BTA or the consummation of the Business Transfer, the Merger and the other Transactions."

3. The parenthetical containing the definition of "Distribution Date" set forth in Section 3(a) of the Rights Agreement is hereby amended to read in its entirety:

"(including any such date which is after the date of this Agreement and prior to the issuance of the Rights; the earlier of such dates being herein referred to as the 'Distribution Date'; provided that, notwithstanding anything to the contrary set forth in this definition or in this Agreement, a Distribution Date shall not occur or be deemed to have occurred solely by virtue of or as a result of the approval, execution, delivery, performance or public announcement of the BTA or the consummation of the Business Transfer, the Merger and the other Transactions)".

4. Clause (i) in Section 7(a) containing the definition of "Final Expiration Date" is hereby amended and restated to read in its entirety as follows:

"(i) the earlier of (A) the close of business on August 13, 2014 and (B) the point in time immediately prior to the Effective Time, but only if such Effective Time shall occur (the "Final Expiration Date")."

5. The definition of "Share Acquisition Date" set forth in Section 1(p) of the Rights Agreement is hereby amended by inserting the following at the end of such definition:

"Notwithstanding anything to the contrary set forth in this definition or in this Agreement, a Share Acquisition Date shall not occur or be deemed to have occurred solely by virtue of or as a result of the approval, execution, delivery,

performance or public announcement of the BTA or the consummation of the Business Transfer, the Merger and the other Transactions."

6. The definition of "Triggering Event" set forth in Section 1(r) of the Rights Agreement is hereby amended by inserting the following at the end of such definition:

"Notwithstanding anything to the contrary set forth in this definition or in this Agreement, a Triggering Event shall not occur or be deemed to have occurred solely by virtue of or as a result of the approval, execution, delivery, performance or public announcement of the BTA or the consummation of the Business Transfer, the Merger and the other Transactions."

7. Section 1 of the Rights Agreement is hereby amended by adding the following terms in the appropriate alphabetical order:

"Abbott" shall mean Abbott Laboratories, an Illinois corporation.

"BTA" shall mean the Business Transfer Agreement and Plan of Merger dated on or around July 13, 2014, by and among the Company, New Moon, Moon of PA Inc., a Pennsylvania corporation, and Abbott.

"Business Transfer" shall have the meaning set forth in the BTA.

"Effective Time" shall have the meaning set forth in the BTA.

"Merger" shall have the meaning set forth in the BTA.

"New Moon" shall mean New Moon B.V., private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands.

"Transactions" shall mean the Business Transfer, the Merger and the other transactions contemplated by the BTA.

8. Section 11(a)(ii) of the Rights Agreement is herby amended to add the following sentence at the end thereof:

"Notwithstanding anything to the contrary set forth in this Agreement, no adjustment in the Purchase Price shall occur under this Section 11(a)(ii) solely by virtue of or as a result of the approval, execution, delivery, performance or public announcement of the BTA or the consummation of the Business Transfer, the Merger and the other Transactions."

9. Section 13 of the Rights Agreement is hereby amended to add the following new paragraph (f) at the end thereof:

"Notwithstanding anything to the contrary set forth in this Agreement, a Section 13(a) Event shall not occur or be deemed to have occurred solely by virtue of or

as a result of the approval, execution, delivery, performance or public announcement of the BTA or the consummation of the Business Transfer, the Merger and the other Transactions."

10. Notwithstanding anything to the contrary set forth in Section 27, this Amendment shall become effective as of the date first written above. The term "Agreement" as used in the Rights Agreement shall be deemed to refer to the Rights Agreement as amended hereby. The Exhibits to the Rights Agreement shall be deemed restated to reflect this Amendment, *mutatis mutandis*.

11. The Rights Agreement, as amended by this Amendment, sets forth the entire understanding of the parties with respect to the subject matter thereof and hereof.

12. If the BTA is terminated, then from and after such time this Amendment shall be of no further force and effect and the Rights Agreement shall be restored to the terms that existed immediately prior to execution of this Amendment.

13. (a) The parties acknowledge and agree that this Amendment is an integral part of the Rights Agreement. Notwithstanding any provision of the Rights Agreement to the contrary, in the event of any conflict between this Amendment and the Rights Agreement or any part of either of them, the terms of this Amendment shall control. (b) Except as expressly set forth herein, the terms and conditions of the Rights Agreement are and shall remain in full force and effect and shall be otherwise unaffected hereby.

14. This Amendment shall be governed by, interpreted under and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to laws that might otherwise govern under applicable conflicts of laws principles.

15. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same document.

16. The Rights Agent shall not be subject to, nor be required to interpret or comply with, nor determine if any Person has complied with, the BTA, even though reference thereto may be made in this Amendment or the Rights Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and attested, all as of the day and year first above written.

MYLAN INC.,

by

/s/ John D. Sheehan

Name: John D. Sheehan

Title: Executive Vice President and Chief Financial Officer

AMERICAN STOCK TRANSFER & TRUST COMPANY,

by

/s/ Michael A. Nespoli

Name: Michael A. Nespoli

Title: Executive Director

Exhibit 10.1

EXECUTION VERSION

MYLAN INC.

AMENDMENT TO SEVERANCE PLAN

In accordance with a resolution duly adopted by the Board of Directors of Mylan Inc., a Pennsylvania corporation (the "Company"), the transactions consummated pursuant to the Business Transfer Agreement and Plan of Merger, dated as of or following to the date hereof, by and among Abbott Laboratories, an Illinois corporation, the Company and the other parties thereto, as such agreement may be amended from time to time, shall not constitute a Change in Control for any purpose of the Mylan Inc. Severance Plan, as amended as of August 2009 (the "Plan"). All other provisions of the Plan, as amended by the foregoing, shall remain in full force and effect notwithstanding the adoption of this amendment.

IN WITNESS WHEREOF, the Company has executed this amendment as of the date indicated below.

MYLAN INC.,

by

/s/ Robert J. Coury

Name: Robert J. Coury

Title: Executive Chairman

Date: July 13, 2014

Exhibit 10.2

Confidential

RETIREMENT AND CONSULTING AGREEMENT AND RELEASE

This Retirement and Consulting Agreement and Release ("Agreement") is made by and between Harry A. Korman ("Korman") and Mylan Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party").

RECITALS

WHEREAS, Korman and the Company executed an Amended and Restated Executive Employment Agreement on October 24, 2011, including any amendments thereto (the "Employment Agreement") which, among other matters, provided for certain terms and conditions regarding Korman's employment with, and separation from, the Company, including without limitation obligations that survive termination of the Employment Agreement and termination of Korman's employment with the Company, as specified in Section 22 of this Agreement; and

WHEREAS, Korman announced his intention to voluntarily retire from employment with the Company effective as of July 1, 2014 (the "Retirement Date"); and

WHEREAS, the Company wishes to continue to utilize Korman's services in a consulting capacity for twelve months after the Retirement Date; and

WHEREAS, the Company and Korman wish to reach an agreement regarding the terms of Korman's retirement and consultancy to the Company.

NOW, THEREFORE, in consideration of the mutual promises made herein and intending to be legally bound hereby, the Company and Korman hereby agree as follows:

COVENANTS

1. Consideration. Provided that Korman executes this Agreement within twenty-one days following the Retirement Date, does not revoke his acceptance of this Agreement during the seven-day revocation period identified in Section 25 below, performs consulting services as provided herein, and does not commit a material breach of this Agreement, as described in Section 13 below:

a. Payments. The Company agrees to pay Korman an amount equal to one million seventy-three thousand two-hundred dollars ($1,073,200) (the "Total Cash Payment") as described immediately below. The Company will pay Employee in 12 equal monthly installments commencing with the first regular Company pay period after the Effective Date.

b. Vacation Pay. The Company will pay Korman for all unused and accrued vacation time as of the Retirement Date, less applicable deductions and withholdings. This payment will be made in a lump sum and will be included in Korman's final regular pay on the Company's next regularly scheduled payroll date after the Retirement Date.

c. 1996 Life Insurance Retention Plan 1. Korman acknowledges that, as a result of his voluntary retirement, Korman shall forfeit all rights to any benefits under the Company's 1996 Life Insurance Retention Plan 1 (the "Life Insurance Plan") as provided therein. Notwithstanding such forfeiture, the Company, as further consideration for the agreements contained herein, shall distribute to Korman the policy of insurance on Korman's life presently owned by the Company pursuant to the Life Insurance Plan. Such distribution shall be made within thirty (30) days of the Effective Date.

2. Benefits.

a. Korman's group benefits, other than medical, dental, vision and prescription, shall cease on the Retirement Date. Korman's medical, dental, vision and prescription benefits shall cease at the end of the month of the Retirement Date, subject to Korman's right to continue his and/or a covered dependent's group healthcare benefits coverage under the health benefit provisions of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

b. Korman's participation in all benefits and incidents of employment, including, but not limited to, the accrual of bonuses, vacation, and paid time off, and any additional 401(k) plan contributions, shall cease as of the Retirement Date. Vested amounts payable to Korman under the Company's 401(k) and other retirement plans will be paid in accordance with the terms of such plans and applicable law. All equity and cash bonus awards will be treated in accordance with the terms of the 2003 Long-Term Incentive Plan, as amended and the applicable award agreements.

3. Payment of Salary and Receipt of All Benefits. Korman acknowledges and represents that, other than the consideration to be paid pursuant to this Agreement, the Company has paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, reimbursable expenses, stock, stock options, vesting, shares pursuant to vested restricted stock units, and any and all other benefits and compensation due to Korman by the Company and its affiliates. To receive reimbursement for any final Company-related travel expenses, Korman must submit a final report of all such outstanding expenses within thirty (30) calendar days after the Retirement Date, accompanied by receipts and otherwise subject to the Company's expense reimbursement policy.

4. Release of Claims. In consideration of the payments to be made under this Agreement, which Korman acknowledges he would not otherwise be entitled to receive, Korman agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Korman by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, direct and indirect parents and subsidiaries, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries, predecessor and successor corporations and assigns, and all persons acting with or on behalf of them (collectively, the "Releasees"). Korman, on his own behalf and on behalf of his heirs, family members, executors, agents, and assigns, hereby and forever releases and discharges the

Releasees from any and all claims, complaints, charges, duties, obligations, demands, or causes of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Korman may possess against any of the Releasees arising from any omissions, acts, failures to act, facts, or damages that have occurred up until and including the date Korman executes this Agreement, including, without limitation:

a. any and all claims relating to or arising from Korman's employment relationship with the Company and/or any of the Releasees and the termination of that relationship;

b. any and all claims relating to, or arising from, Korman's right to purchase, or actual purchase of shares of stock of the Company and/or any of the Releasees, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all claims under any policy, agreement, understanding or promise, written or oral, formal or informal, between any Releasee and Korman existing as of the date hereof (whether arising before, on or after the date Korman executes this Agreement);

e. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Sarbanes-Oxley Act of 2002; the laws and Constitution of the Commonwealth of Pennsylvania, each as amended, or any other federal, state or local law, regulation ordinance or common law;

f. any and all claims for violation of the federal or any state constitution;

g. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

h. any claim for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Korman as a result of this Agreement;

i. any and all claims for attorneys' fees and costs; and

j. any other claims whatsoever.

Korman agrees that the Release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This Release does not extend to any obligations incurred under this Agreement or any rights Korman may have had under any D&O insurance policy maintained by the Company and/or any of the Releasees or indemnification rights pursuant to the Employment Agreement. This Release does not release claims that cannot be released as a matter of law, including, but not limited to, Korman's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that any such filing or participation does not give Korman the right to recover any monetary damages against the Company and/or any of the Releasees; Korman's release of claims herein bars Korman from recovering such monetary relief from the Company and/or any of the Releasees). Korman represents that he has made no assignment or transfer of any right, claim, complaint, charge, duty, obligation, demand, cause of action, or other matter waived or released by this Section.

5. Acknowledgment that Waiver of Claims is Knowing and Voluntary. Korman acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Korman agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Korman executes this Agreement. Korman acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Korman was already entitled. Korman further acknowledges that he has been advised by this writing that: (a) he should consult with an attorney prior to executing this Agreement; (b) he has twenty-one (21) days within which to consider this Agreement; (c) he has seven (7) days following his execution of this Agreement to revoke this Agreement and may do so by writing to the Company's Chief Legal Officer; (d) this Agreement shall not be effective until after the revocation period has expired without revocation; and (e) nothing in this Agreement prevents or precludes Korman from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Korman signs this Agreement and returns it to the Company in less than the 21-day period identified above, Korman hereby acknowledges that he has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

6. Unknown Claims. Korman acknowledges that he has been advised to consult with legal counsel and that he is familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the Releasee.

Korman, being aware of said principle, agrees to expressly waive any rights he may have to that effect, as well as under any other statute or common law principles of similar effect.

7. No Pending or Future Lawsuits. Korman represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Korman also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

8. Consulting Services. The Company and Korman agree that, commencing as of the Effective Date, Korman will perform and will be available at reasonable times and upon reasonable notice to perform the consulting services described herein on behalf of the Company and/or any of its subsidiaries and affiliates until close of business on July 1, 2015.

a. Korman shall provide such business and commercial consulting and other services as may reasonably be required of Korman by the Company's President or his designee, which services shall include without limitation the provision of historic and background information applicable to the Company and /or any subsidiary or affiliate's business affairs, business decisions, or operations known to Korman by virtue of his employment with the Company or otherwise.

b. Korman shall use his best efforts in his performance of services hereunder, including such care, resources, effort, knowledge and expertise as a reasonably prudent person experienced in and knowledgeable of such matters and duties of the kind and character contemplated herein would exercise under the circumstances.

c. The Parties acknowledge and agree that the consideration provided in this Agreement constitutes adequate and complete compensation for Korman's consulting and other services as set forth herein.

d. The Company shall reimburse Korman for reasonable expenses directly related to the provision of services, which expenses or costs are approved by the President (or such other individual as the President shall designate). Korman shall provide to the President (or his designee), on a monthly basis, documentation (in reasonable detail) of all expenses for which reimbursement is requested, and such approved expenses shall be paid to Korman as promptly as reasonably practicable after receipt of such documentation.

e. Nothing in this Agreement shall be construed to create an employment relationship between Korman and the Company after the Retirement Date. As of the Effective Date, and until close of business on July 1, 2015, (a) Korman shall be an independent contractor and shall have no authority to enter into contracts on behalf of the Company, bind the Company to any third parties, or act as an agent on behalf of the Company in any regard; (b) Korman shall not be entitled to receive any compensation or medical or other benefits as a Company employee; and (c) Korman shall remain subject to the continuing obligations set forth in the Employment Agreement, as specified in Section 22 of this Agreement.

9. Confidentiality. Korman reaffirms and agrees to observe and abide by the "Agreement Relating to Patents, Copyrights, Inventions, Confidentiality and Proprietary Information" entered into between Korman and the Company and any and all amendments and supplements thereto, and surviving Section 4 of the Employment Agreement (collectively, the "Confidentiality Agreement").

10. Trade Secrets and Confidential Information/Company Property/Inquiries. Korman's signature below constitutes his representation that as of July 1, 2014, he shall (a) remove from any and all devices, records, files, folders, cameras, media, internet sites, electronic or digital devices, and any and all other sources, all documents, tapes, photographs, recordings, images, reproductions, electronic files, and other items provided to Korman by the Company and/or any of the Releasees, developed or obtained by Korman in connection with his employment with and consultancy on behalf of the Company, or otherwise belonging to the Company and/or any of the Releasees, and (b) return all documents, tapes, photographs, recordings, images, reproductions, electronic files, and other items provided to Korman by the Company, developed or obtained by Korman in connection with his employment with and consultancy for the Company, or otherwise belonging to the Company, including but not limited to any personal computer(s), BlackBerry, IPhone, IPad, tapes, photographs, recordings, images, reproductions, electronic files, and other items. Korman further represents that he will not misuse or disclose any of the Company's and/or any of the Releasees' confidential, proprietary, or trade secret information to any third party other than a law enforcement or authorized regulatory agency of the United States Government or any state or local government. In addition, Korman will abide by the Company's external communication policy, such that in the event he receives any media, financial community or other third-party inquiries regarding the Company, except as provided in Section 11 of this Agreement, he will not respond (nor will he initiate any such contact) and will promptly notify the Company's Global Public Affairs Department at 724.514.1968 or gpa@mylan.com.

11. Limits on Cooperation; Compliance. Korman agrees that he will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party, other than a law enforcement or authorized regulatory agency of the United States Government or any state or local government, against any of the Releasees. Korman may, however, respond to a lawful subpoena or other court order to do so or as related directly to the ADEA waiver in this Agreement or as otherwise required by law. Korman agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order. If approached by anyone, other than a law enforcement or authorized regulatory agency of the United States Government or any state or local government, for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Korman shall state no more than that he cannot provide counsel or assistance. If approached for counsel or assistance as aforementioned, whether by private parties or law enforcement or regulatory agencies, Korman shall immediately notify the Company of such an occurrence, and provide information to the Company regarding any such communication. While

Korman may respond to inquiries by law enforcement or regulatory agencies, Korman shall notify any such agencies of Korman's obligations with respect to confidentiality under this Agreement, the Confidentiality Agreement, the Employment Agreement, and any other applicable agreements, and Korman shall continue to honor such obligations in the course of responding to law enforcement or regulatory agency inquiries, as lawfully permitted. Furthermore, Korman hereby represents that he is not aware of any violation of any Company policy or the Company's Code of Conduct in any event which could cause harm (financial or otherwise) to any of the Mylan Companies (defined below) or their respective properties, shareholders, employees or prospects, other than matters which he has previously reported to the Office of Global Compliance or the Mylan Legal Department.

Korman shall use his best efforts to cooperate with and respond to the Company's reasonable requests for information or follow-up assistance pertaining to work Korman performed on behalf of the Company and/or any subsidiary or affiliate, or other matters in which Korman was involved or of which he was otherwise aware, prior to the Retirement Date. Korman's cooperation shall include without limitation Korman's cooperation with requests of legal counsel for the Company and/or any subsidiary or affiliate regarding any legal matters or proceedings of any kind currently pending or which may arise after the Retirement Date. Korman's cooperation shall include but not be limited to making himself available for interviews or testimony if reasonably requested by the Company's Legal or Compliance Departments. The Company will reimburse Korman for any expenses incurred by Korman in connection with such requests or assistance if approved by the Company's Legal Department and supported by required documentation. No payment made to Korman hereunder is intended to be or shall be interpreted as a payment for particular testimony or assistance with respect to the legal matters specified above or any other matter. Korman understands that he is to provide his good faith assistance, and agrees to provide truthful responses to any requests for information or testimony.

12. Non-Disparagement. Korman agrees to refrain from any disparaging statements, including but not limited to statements that amount to libel or slander, about the Company, its direct and indirect subsidiaries and affiliated companies, and/or any of its or their current or former employees, officers, or directors, and/or any of the other Releasees including, without limitation, the business, products, intellectual property, financial standing, future, or other employment, compensation, benefit, or personnel practices of the Company and/or any of the Releasees. Korman further agrees to refrain from any disparaging statements, including but not limited to libel or slander, about any of the Releasees that pertain to any personal or confidential matters that may cause embarrassment to any of the Releasees or may result in any adverse effect on the professional or personal reputation of any of the Releasees. The foregoing restrictions shall not apply to any testimony that Korman is compelled to give (whether written or verbal). Unless compelled to testify as a matter of law, the Company agrees not to permit its employees to make any disparaging statements about Korman: *provided, however,* that Korman acknowledges and agrees that the Company's obligations under this Paragraph extend only to the Company's current senior executive officers and only for so long as each of them is an employee of the Company.

13. Breach.

a. Material Breach of Agreement. In addition to the rights provided in the "Attorneys' Fees" section below, Korman acknowledges and agrees that any material breach of this Agreement, which shall include without limitation any breach of Sections 9, 10, 11, and 12 of this Agreement, and any breach of surviving Sections 4 (confidentiality) and 5 (noncompetition) of the Employment Agreement, shall entitle the Company immediately to recover and/or cease providing the consideration provided to Korman under this Agreement and to obtain damages, except as provided by law.

b. Korman also acknowledges and agrees that his compliance with Sections 9, 10, 11, and 12 of this Agreement and surviving Sections 4 and 5 of the Employment Agreement is of the essence. The Parties agree that if the Company and/or any of the Releasees proves that Korman breached, intends to breach, or will breach any of these provisions (Sections 9, 10, 11 or 12 of this Agreement or surviving Sections 4 or 5 of the Employment Agreement), without limiting any other remedies available to the Company and/or any of the Releasees, the Company and/or any of the Releasees shall be entitled to an injunction restraining Korman from any future or further breaches and an award of its costs spent enforcing the applicable provision(s), including all reasonable attorneys' fees associated with the enforcement action as provided in Section 21, without regard to whether the Company and/or any of the Releasees can establish actual damages from Korman's breach. Any such individual breach or disclosure shall not excuse Korman from his obligations hereunder, nor permit him to make additional disclosures. Korman expressly agrees and warrants that he will not, in violation of the terms of Sections 9,10, 11, or 12 of this Agreement or surviving Section 4 of the Employment Agreement, disclose, orally or in writing, directly or indirectly, any of the Company's confidential, proprietary or trade secret information to any third party other than a law enforcement or authorized regulatory agency of the United States Government or any state or local government. Korman warrants that he has not encouraged or assisted any attorneys or their clients in the presentation or prosecution of any disputes against the Company and/or any of the Releasees.

14. No Admission of Liability/Compromise. No action taken by the Company and/or any of the Releasees, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company and/or any of the Releasees of any fault or liability.

15. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

16. Choice of Law and Forum. This Agreement shall be construed and enforced according to, and the rights and obligations of the parties shall be governed in all respects by, the laws of the Commonwealth of Pennsylvania without reference to the principles of conflicts of law thereof. Any controversy, dispute or claim arising out of or relating to this Agreement, or the breach hereof, including a claim for injunctive relief, or any claim which, in any way arises out of or relates to, Korman's employment with the Company or retirement from said employment

(whether such dispute arises under any federal, state or local statute or regulation, or at common law), including but not limited to statutory claims for discrimination, shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association respecting employment disputes pertaining at the time the dispute arises, *provided however*, that either party may seek an injunction in aid of arbitration with respect to enforcement of Sections 9, 10, 11 and/or 12 of this Agreement from any court of competent jurisdiction. The Parties agree that the hearing of any such dispute will be held in Pennsylvania. The decision of the arbitrator(s) will be final and binding on all parties and any award rendered shall be enforceable upon confirmation by a court of competent jurisdiction. Any arbitration proceedings, decision or award rendered hereunder, and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Korman and the Company expressly consent to the jurisdiction of any such arbitrator over them.

17. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Korman or made on his behalf under the terms of this Agreement. Korman agrees and understands that he is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Korman further agrees to indemnify and hold the Company harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of (a) Korman's failure to pay or delayed payment of federal or state taxes, or (b) damages sustained by the Company by reason of any such claims, including attorneys' fees and costs.

18. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Korman represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

19. No Representations. Korman represents that he has had an opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement. Korman has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

20. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

21. Attorneys' Fees. Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA or otherwise prohibited by law, in the event that either Party brings an action to enforce or effect its rights

under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action. Such costs and expenses shall be paid to the prevailing party as soon as practicable after the legal action is resolved and in no event later than March 15 of the year following resolution of the legal action.

22. Entire Agreement. This Agreement, the surviving provisions of the Employment Agreement (i.e., Sections 4, 5, 6, 7, 8(h), 9, 15, 16, and 17), and the Confidentiality Agreement represent the entire agreement and understanding between the Company and Korman concerning the subject matter of this Agreement and Korman's employment with and retirement from the Company and the events leading thereto and associated therewith, and supersede and replace any and all prior negotiations, representations, agreements and understandings concerning the subject matter of such agreements, Korman's relationship with the Company, and Korman's obligations following employment with the Company. Korman acknowledges, reaffirms and agrees to observe and abide by all obligations that survive termination of the Employment Agreement.

23. No Oral Modification. This Agreement may only be amended in a writing signed by Korman and the Company.

24. Governing Law. The laws of the Commonwealth of Pennsylvania govern this Agreement, without regard for choice-of-law provisions. Korman consents to personal and exclusive jurisdiction and venue in the Commonwealth of Pennsylvania.

25. Effective Date. Each Party has seven (7) days after that Party signs this Agreement to revoke it. This Agreement will become effective on the eighth (8th) day after Korman signed this Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date").

26. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

27. Voluntary Execution of Agreement. Korman understands and agrees that he executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company and/or any of the Releasees or any third party, with the full intent of releasing all of his claims against the Company and any of the other Releasees. Korman acknowledges that: (a) he has read this Agreement; (b) he has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of his own choice or has elected not to retain legal counsel; (c) he understands the terms and consequences of this Agreement and of the releases it contains; (d) he is fully aware of the legal and binding effect of this Agreement and (e) he has been given the toll-free telephone number of the Pennsylvania Bar Association to help him identify a qualified lawyer (800-692-7375).

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: August 1, 2014

By /s/ Harry A. Korman

Harry A. Korman

MYLAN INC.:

Dated: August 1, 2014

By /s/ Robert J. Coury

Name: Robert J. Coury
Title: Executive Chairman

Exhibit 10.3
EXECUTION COPY

AMENDMENT NO. 7 TO
RECEIVABLES PURCHASE AGREEMENT

This AMENDMENT NO. 7 TO RECEIVABLES PURCHASE AGREEMENT, dated as of September 16, 2014 (this "Amendment"), is among MYLAN PHARMACEUTICALS INC. ("MPI"), individually and as initial servicer (in such capacity, the "Servicer"), MYLAN SECURITIZATION LLC ("Seller"), WORKING CAPITAL MANAGEMENT CO., LP ("WCMC"), as a conduit purchaser, VICTORY RECEIVABLES CORPORATION ("Victory"), as a conduit purchaser (each of WCMC and Victory in the capacity of a conduit purchaser, individually, a "Conduit Purchaser" and collectively, the "Conduit Purchasers"), PNC BANK, NATIONAL ASSOCIATION ("PNC"), as a committed purchaser, MIZUHO BANK, LTD. ("Mizuho"), as a committed purchaser, SUNTRUST BANK ("SunTrust"), as a committed purchaser, THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH ("BTMUNY"), as a committed purchaser (each of PNC, Mizuho, SunTrust and BTMUNY in the capacity of a committed purchaser, individually, a "Committed Purchaser" and collectively, the "Committed Purchasers" and collectively with the Conduit Purchasers, the "Purchasers"), PNC, as a purchaser agent, Mizuho, as a purchaser agent, SUNTRUST ROBINSON HUMPHREY, INC. ("STRH"), as a purchaser agent, BTMUNY, as a purchaser agent (each of PNC, Mizuho, STRH and BTMUNY in the capacity of a purchaser agent, individually, a "Purchaser Agent" and collectively, the "Purchaser Agents"), BTMUNY, as agent on behalf of the Secured Parties (in such capacity, the "Agent"), and PNC, as an issuer of Letters of Credit (in such capacity, the "LOC Issuer").

W I T N E S S E T H:

WHEREAS, the parties hereto are parties to that certain Receivables Purchase Agreement, dated as of February 21, 2012 (as amended, restated, supplemented or otherwise modified through the date hereof, the "Agreement"); and

WHEREAS, the parties hereto wish to amend the Agreement upon the terms hereof.

NOW, THEREFORE, in exchange for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and confirmed), each of the parties hereto hereby agree as follows:

A G R E E M E N T:

1. Definitions.

(a) Unless otherwise defined or provided herein, capitalized terms used herein have the meanings attributed thereto in (or by reference in) the Agreement.

(b) As used in this Amendment, the term "Subject Receivables" shall mean the outstanding Receivables, the Obligor of which is that certain Obligor identified as the "Subject Obligor" in a writing delivered by the Servicer and Seller to the Agent on or about the date hereof.

2. Amendments. The Agreement is hereby amended as follows:

(a) The definition of "Default Ratio" set forth in Appendix A to the Agreement is hereby amended such that the computation of one-month Default Ratio for each Settlement Period, beginning with the August 2014 Settlement Period through the November 2014 Settlement Period (or such later Settlement Period as consented to in writing by each of the Purchasers, the Purchaser Agents, the Agent and the LOC Issuer (collectively, the "Consenting Parties") in substantially the form of Exhibit I hereto, such consent to be granted or withheld in their sole and absolute discretion) (such period, the "Default Amendment Period"), as reported in each of the Information Packages delivered on or after August 30, 2014, shall exclude from such computation any Subject Receivables that are Defaulted Receivables solely with respect to determining compliance with Section 10.1(f) of the Agreement.

(b) The definition of "Delinquency Ratio" set forth in Appendix A to the Agreement is hereby amended such that the computation of one-month Delinquency Ratio for each Settlement Period, beginning with the July 2014 Settlement Period through the November 2014 Settlement Period (or such later Settlement Period as consented to in writing by each of the Consenting Parties in substantially the form of Exhibit I hereto, such consent to be granted or withheld in their sole and absolute discretion) (such period, the "Delinquency Amendment Period"; together with the Default Amendment Period, each, an "Amendment Period"), as reported in each of the Information Packages delivered on or after August 30, 2014, shall exclude from such computation any Subject Receivables that are Delinquent Receivables solely with respect to determining compliance with Section 10.1(h) of the Agreement.

3. Representations and Warranties. Each of Seller, MPI, the Servicer and Performance Guarantor represents and warrants to each of the other parties hereto as of the date hereof, both before and immediately after giving effect to this Amendment, as follows:

(a) The representations and warranties made by it in the Agreement and each of the other Transaction Documents to which it is a party are true and correct both as of the date hereof and immediately after giving effect to this Amendment.

(b) The execution and delivery by it of this Amendment and the performance of its respective obligations under this Amendment and the Agreement (as amended hereby), each as applicable, and the other Transaction Documents to which it is a party are within its organizational powers and have been duly authorized by all necessary action on its part, and this Amendment and the Agreement (as amended hereby), and the other Transaction Documents to which it is a party are its valid and legally binding obligations, enforceable in accordance with their respective terms, subject to the effect of bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally.

(c) No Event of Default or Unmatured Event of Default has occurred and is continuing, or would occur as a result of this Amendment or the transactions contemplated hereby.

(d) Both before and immediately after giving effect to this Amendment, the sum of the aggregate Purchasers' Total Investment on the date hereof and the Required Reserves on the date hereof will not exceed the Net Pool Balance on the date hereof.

(e) The computation of Default Ratio and Delinquency Ratio for each Settlement Period following the applicable Amendment Period shall be made without giving effect to this Amendment. For the avoidance of doubt, each Information Package delivered by or on behalf of the Servicer to the Agent at any time following the first Reporting Date occurring after the applicable Amendment Period shall not exclude any Subject Receivables from the computation of any Default Ratio or Delinquency Ratio reported therein for any Settlement Period occurring following the applicable Amendment Period.

4. Conditions to Effectiveness. This Amendment shall become effective as of August 30, 2014 upon satisfaction of the following conditions precedent:

(a) Execution of Amendment. The Agent shall have received a counterpart of this Amendment duly executed by each of the parties hereto.

(b) Delivery of Officer's Certificate. The Agent shall have received an officer's certificate in the form previously agreed, dated as of the date hereof and signed by an officer of MPI, the Servicer and Seller.

(c) No Defaults. No Event of Default or Unmatured Event of Default shall have occurred and be continuing immediately after giving effect to this Amendment.

(d) Representations and Warranties True. The representations and warranties of Seller, MPI and the Servicer contained in the Agreement, and of Seller, MPI, the Servicer and Performance Guarantor contained in this Amendment, in each case, shall be true and correct both as of the date hereof and immediately after giving effect to this Amendment.

5. Reference to and Effect on the Agreement and the other Transaction Documents and Acknowledgements and Agreements.

(a) Each reference in the Agreement to "this Agreement," "herein," "hereof" and words of like import and each reference in the other Transaction Documents to "Receivables Purchase Agreement", "Purchase Agreement", "thereunder", "thereof" or words of like import referring to the Agreement shall mean and be a reference to the Agreement, as amended hereby.

(b) Each of the Agreement and the other Transaction Documents (except as specifically amended herein) is hereby ratified and confirmed in all respects by each of the parties hereto and shall remain in full force and effect in accordance with its respective terms.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of or amendment to any right,

power or remedy of the Agent, any Purchaser, any Purchaser Agent or the LOC Issuer under, nor constitute a waiver of or amendment to, any other provision or condition under any Transaction Document.

(d) To the extent that the consent of any party hereto, in any capacity, is required under any Transaction Document or any other agreement entered into in connection with any Transaction Document with respect to any of the amendments set forth herein, such party hereby grants such consent.

(e) Each of the parties hereto acknowledges receipt of a copy of the writing referred to in Section 1(b) hereof and consents to the execution and delivery thereof.

6. Transaction Document. This Amendment shall be a Transaction Document under (and as defined in) the Agreement.

7. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Seller, the Servicer, MPI, the Purchasers, the Purchaser Agents, the LOC Issuer and the Agent, and their respective successors and assigns.

8. Costs and Expenses. The Seller agrees to pay on demand all reasonable and documented out-of-pocket costs and expenses incurred by or on behalf of the Agent, each Purchaser, each Purchaser Agent and the LOC Issuer in connection with the preparation, negotiation, execution and delivery of this Amendment and any other documents to be delivered in connection herewith, including reasonable attorneys' fees and expenses of a single counsel.

9. Governing Law. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF).**

10. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be equally effective as delivery of an originally executed counterpart.

11. Severability. Any provisions of this Amendment which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Agreement or any provision hereof or thereof.

13. Reaffirmation of Performance Guaranty. After giving effect to this Amendment, and the transactions contemplated hereby, all of the provisions of the Performance Guaranty shall remain in full force and effect and the Performance Guarantor hereby ratifies and affirms the Performance Guaranty and acknowledges that the Performance Guaranty has continued and shall continue in full force and effect in accordance with its terms.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

MYLAN PHARMACEUTICALS INC.,
individually and as initial Servicer

By: /s/ John Miraglia
Name: John Miraglia
Title: Assistant Treasurer

MYLAN SECURITIZATION LLC,
as Seller

By: /s/ John Miraglia
Name: John Miraglia
Title: President

VICTORY RECEIVABLES CORPORATION,
as a Conduit Purchaser

By: /s/ David V. DeAngelis
Name: David V. DeAngelis
Title: Vice President

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH,
as Purchaser Agent for the BTMU Group

By: /s/ Luna Mills
Name: Luna Mills
Title: Director

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH,
as Agent

By: /s/ Luna Mills
Name: Luna Mills
Title: Director

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH,
as a Committed Purchaser

By: /s/ Jaime Sussman
Name: Jaime Sussman
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as Purchaser Agent for the PNC Group

By: /s/ Robyn Reeher
Name: Robyn Reeher
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Committed Purchaser and as a LOC Issuer

By: /s/ Robyn Reeher
Name: Robyn Reeher
Title: Vice President

SUNTRUST ROBINSON HUMPHREY, INC.,
as Purchaser Agent for the SunTrust Group

By: /s/ Emily Shields
Name: Emily Shields
Title: Director

SUNTRUST BANK,
as a Committed Purchaser

By: /s/ Michael Peden
Name: Michael Peden
Title: Vice President

WORKING CAPITAL MANAGEMENT CO., LP, as a Conduit Purchaser

By: /s/ Takashi Watanabe
Name: Takashi Watanabe
Title: Attorney-in-Fact

MIZUHO BANK, LTD.,
as Purchaser Agent for the Mizuho Group

By: /s/ Takayuki Tomii
Name: Takayuki Tomii
Title: Authorized Signatory

MIZUHO BANK, LTD.,
as a Committed Purchaser

By: /s/ Takayuki Tomii
Name: Takayuki Tomii
Title: Authorized Signatory

ACKNOWLEDGED AND AGREED TO:

MYLAN INC.,as Performance Guarantor

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

EXHIBIT I

FORM OF AMENDMENT EXTENSION REQUEST

Mylan Securitization LLC

[DATE]

Re: Amendment Period

This amendment extension request (this "Request") is delivered pursuant to Section 3 of that certain Amendment No. 7 to Receivables Purchase Agreement, dated as of September 16, 2014 ("Amendment No. 7"), among the parties to the Agreement (as defined below). Reference is hereby made to that certain Receivables Purchase Agreement, dated as of February 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), among Mylan Pharmaceuticals Inc., a West Virginia corporation ("MPI"), individually and as initial Servicer, Mylan Securitization LLC, as seller ("Seller"), Working Capital Management Co., LP ("WCMC"), as a conduit purchaser, Victory Receivables Corporation ("Victory"), as a conduit purchaser and the other conduit purchasers from time to time party thereto (each individually, a "Conduit Purchaser" and collectively with WCMC and Victory, "Conduit Purchasers"), PNC Bank, National Association ("PNC"), as a committed purchaser, Mizuho Bank, Ltd. ("Mizuho"), as a committed purchaser, SunTrust Bank ("SunTrust"), as a committed purchaser, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch ("BTMUNY"), as a committed purchaser and the other committed purchasers from time to time party thereto (each individually, a "Committed Purchaser" and collectively with PNC, SunTrust, Mizuho and BTMUNY, "Committed Purchasers" and collectively with the Conduit Purchasers, "Purchasers"), PNC, as a purchaser agent, Mizuho, as a purchaser agent, SunTrust Robinson Humphrey, Inc., ("STRH"), as a purchaser agent, BTMUNY, as a purchaser agent and the other purchaser agents from time to time party thereto (each individually, a "Purchaser Agent" and collectively with PNC, STRH, Mizuho and BTMUNY, "Purchaser Agents"), BTMUNY, as agent on behalf of the Secured Parties ("Agent"), and PNC, as an issuer of Letters of Credit (in such capacity, the "LOC Issuer"). Capitalized terms defined in, or by reference in, the Agreement are used herein with the same meanings.

1. Seller and the Servicer hereby request that each of the "Consenting Parties" (under and as defined in Amendment No. 7) consent to the extension of each "Amendment Period" (under and as defined in Amendment No. 7) to [___], 201[_] (such new period, the "New Amendment Period"), by executing and returning to the Agent a counterpart of this Request. In the event that each of the Consenting Parties consent to this request for an extension in the manner set forth in this Section 1, then each

"Amendment Period" (under and as defined in Amendment No. 7) shall be extended to the New Amendment Period. In the event any Consenting Party declines this request for an extension then neither "Amendment Period" shall be so extended. The failure of any Consenting Party to accept the requested extension in manner set forth in this Section 1 within five (5) Business Days following receipt of this Request, shall be deemed to be a rejection of this Request.

2. Representations and Warranties. Each of Seller, MPI and the Servicer represents and warrants to each of the other parties hereto as of the date hereof, both before and immediately after giving effect to this Request, as follows:

(a) The representations and warranties made by it in the Agreement and each of the other Transaction Documents to which it is a party are true and correct both as of the date hereof and immediately after giving effect to this Request.

(b) The execution and delivery by it of this Request and the performance of its respective obligations under this Request and the Agreement (as amended hereby), each as applicable, and the other Transaction Documents to which it is a party are within its organizational powers and have been duly authorized by all necessary action on its part, and this Request and the Agreement (as amended hereby), and the other Transaction Documents to which it is a party are its valid and legally binding obligations, enforceable in accordance with their respective terms, subject to the effect of bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally.

(c) No Event of Default or Unmatured Event of Default has occurred and is continuing, or would occur as a result of this Amendment or the transactions contemplated hereby.

(d) Both before and immediately after giving effect to this Request, the sum of the aggregate Purchasers' Total Investment on the date hereof and the Required Reserves on the date hereof will not exceed the Net Pool Balance on the date hereof.

3. Governing Law. **THIS REQUEST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF).**

4. Transaction Document. This Request shall be a Transaction Document under (and as defined in) the Agreement.

5. Execution in Counterparts. This Request may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be equally effective as delivery of an originally executed counterpart.

[Signature follows]

IN WITNESS WHEREOF, the parties hereto have caused this Request to be executed by their respective officers thereunto duly authorized, as of the date first above written.

MYLAN PHARMACEUTICALS INC.,
individually and as initial Servicer

By: _____
Name:
Title:

MYLAN SECURITIZATION LLC,
as Seller

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

VICTORY RECEIVABLES CORPORATION,
as a Conduit Purchaser

By: _____
Name:
Title:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH,
as Purchaser Agent for the BTMU Group

By: _____
Name:
Title:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH,
as Agent

By: _____
Name:
Title:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH,
as a Committed Purchaser

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION,
as Purchaser Agent for the PNC Group

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION,
as a Committed Purchaser and as a LOC Issuer

By: _____
Name:
Title:

SUNTRUST ROBINSON HUMPHREY, INC.,
as Purchaser Agent for the SunTrust Group

By: _____
Name:
Title:

SUNTRUST BANK,
as a Committed Purchaser

By: _____
Name:
Title:

WORKING CAPITAL MANAGEMENT CO., LP, as a Conduit Purchaser

By: _____
Name:
Title:

MIZUHO BANK, LTD.,
as Purchaser Agent for the Mizuho Group

By: _____
Name:
Title:

MIZUHO BANK, LTD.,
as a Committed Purchaser

By: _____
Name:
Title:

Exhibit 31.1

Certification of Principal Executive Officer Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Heather Bresch, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mylan Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Heather Bresch

Heather Bresch
Chief Executive Officer
(Principal Executive Officer)

Date: November 5, 2014

Exhibit 31.2

Certification of Principal Financial Officer Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, John D. Sheehan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mylan Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ John D. Sheehan

John D. Sheehan

Executive Vice President and
Chief Financial Officer

(Principal Financial Officer)

Date: November 5, 2014

Exhibit 32

Certification of Principal Executive Officer and Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of Mylan Inc. (the "Company") for the period ended September 30, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned, in the capacities and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Heather Bresch

Heather Bresch
Chief Executive Officer
(Principal Executive Officer)

/s/ John D. Sheehan

John D. Sheehan
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

Date: November 5, 2014

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished in accordance with Securities and Exchange Commission Release No. 34-47551 and shall not be considered filed as part of the Form 10-Q.