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

FORM 8-K

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

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

Mylan Inc.

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction
of incorporation)

1-9114
(Commission
File Number)

25-1211621
(IRS Employer
Identification No.)

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

15317
(Zip Code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

Second Supplemental Indenture to the Cash Convertible Notes Indenture

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

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

Warrants and Convertible Note Hedges

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

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

Senior Notes Guarantees

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

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

Senior Revolving Credit Agreement

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

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

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

Senior Term Credit Agreement

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

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

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

Item 2.01. Completion of Acquisition or Disposition of Assets.

On February 27, 2015, pursuant to the Amended and Restated Business Transfer Agreement and Plan of Merger, dated as of November 4, 2014, between and among Abbott Laboratories, an Illinois corporation (“Abbott”), Mylan, New Mylan (formerly known as New Moon B.V. a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized and existing under the laws of the Netherlands, with its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands), and Moon of PA Inc., a Pennsylvania corporation (“Merger Sub”) (the “BTA”), (a) New Mylan consummated its acquisition of Abbott’s non-U.S. developed markets specialty and branded generics business (the “Business”) in consideration for 110,000,000 New Mylan ordinary shares (the “Business Transfer”), (b) Merger Sub merged with and into Mylan, with Mylan surviving the merger and continuing as a wholly-owned subsidiary of New Mylan (the “Merger” and, together with the Business Transfer, the “Transaction”), and

(c) each share of Mylan common stock issued and outstanding immediately prior to the effective time of the Merger was converted into the right to receive one New Mylan ordinary share. The exchange of shares of Mylan common stock for New Mylan ordinary shares is a taxable transaction for Mylan shareholders.

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

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

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

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

Item 2.03. Creation of a Direct Financial Obligation.

Second Supplemental Indenture to the Cash Convertible Notes Indenture

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

Warrants and Convertible Note Hedges

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

Senior Notes Guarantees

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

Senior Revolving Credit Agreement

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

Senior Term Credit Agreement

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

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

The information set forth in Item 2.01 of this Current Report is incorporated by reference into this Item 3.01.

Prior to the closing of the Transaction, the Mylan common stock was registered pursuant to Section 12(b) of the Exchange Act and listed on Nasdaq under the symbol "MYL". As a result of the Transaction, each issued and outstanding share of Mylan common stock immediately prior to the effective time of the Merger was converted into the right to receive one New Mylan ordinary share. Mylan has requested that Nasdaq file a Form 25 to withdraw the Mylan common stock from listing and terminate the registration of the Mylan common stock under Section 12(b) of the Exchange Act. Prior to the open of trading on Nasdaq on March 2, 2015, trading in the Mylan common stock will be suspended by Nasdaq and the New Mylan ordinary shares will begin trading on Nasdaq under the ticker symbol "MYL". Mylan will file a Form 15 with the SEC to immediately suspend its reporting obligations under Section 15(d) and 12(g) of the Exchange Act with respect to the shares of Mylan common stock.

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

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

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

Item 5.01. Changes in Control of Registrant.

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

Item 8.01. Other Events.

On February 27, 2015, Mylan issued a press release announcing, among other things, the closing of the Transaction. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference into this Item 8.01.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

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

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

Exhibit
No.

Description

- | | |
|------|--|
| 2.1 | Amended and Restated Business Transfer Agreement and Plan of Merger, dated as of November 4, 2014, between and among Abbott Laboratories, Mylan Inc., New Moon B.V. and Moon of PA (incorporated by reference to Annex A to the Proxy Statement/Prospectus). |
| 4.1 | Second Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V. and The Bank of New York Mellon, as Trustee, to the Indenture dated as of September 15, 2008.* |
| 4.2 | Third Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V. and The Bank of New York Mellon, as Trustee, to the Indenture dated as of September 15, 2008.* |
| 4.3 | Second Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V., as Guarantor, and The Bank of New York Mellon, as Trustee, to the Indenture dated as of May 19, 2010.* |
| 4.4 | First Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V., as Guarantor, and The Bank of New York Mellon, as Trustee, to the Indenture dated as of December 21, 2012.* |
| 4.5 | First Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V., as Guarantor, and The Bank of New York Mellon, as Trustee, to the Indenture dated as of June 25, 2013.* |
| 4.6 | Second Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V., as Guarantor, and The Bank of New York Mellon, as Trustee, to the Indenture dated as of November 29, 2013.* |
| 99.1 | Press Release of Mylan Inc., dated as of February 27, 2015.* |

* Filed herewith

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MYLAN INC.

Date: February 27, 2015

By: /s/ John D. Sheehan

John D. Sheehan

Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2.1	Amended and Restated Business Transfer Agreement and Plan of Merger, dated as of November 4, 2014, between and among Abbott Laboratories, Mylan Inc., New Moon B.V. and Moon of PA (incorporated by reference to Annex A to the Proxy Statement/Prospectus).
4.1	Second Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V. and The Bank of New York Mellon, as Trustee, to the Indenture dated as of September 15, 2008.*
4.2	Third Supplemental Indenture, dated as of February 27, 2015, between and among Mylan Inc., as Issuer, Mylan N.V. and The Bank of New York Mellon, as Trustee, to the Indenture dated as of September 15, 2008.*
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99.1	Press Release of Mylan Inc., dated as of February 27, 2015.*

* Filed herewith

MYLAN INC.,
as Issuer,

MYLAN N.V.

and

THE BANK OF NEW YORK MELLON,
as Trustee

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

3.75% CASH CONVERTIBLE NOTES DUE 2015

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

WITNESSETH

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

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

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

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

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

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

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

ARTICLE I

CAPITALIZED TERMS, SUPPLEMENT AND EFFECTIVENESS

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

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

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

ARTICLE II

AMENDMENTS

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

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

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

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

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

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

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

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

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

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

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

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

- (1) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of Voting Stock representing 50% or more of the total voting power of all outstanding Common Stock of the Parent, other than an acquisition by the Parent, any of the Parent’s Subsidiaries or any of the Parent’s employee benefit plans; *provided* that this clause (1) shall not apply to a merger of the Parent with or into a wholly-owned Subsidiary of a company that has a class of common stock or American Depositary Receipts in respect of common stock traded on the New York Stock Exchange, NASDAQ Global Select Market, NASDAQ Global Market or American Stock Exchange if immediately following the transaction or series of transactions the holders of Common Stock immediately before such transaction are entitled to exercise, directly or indirectly, 50% or more of the voting power of all shares of Capital Stock entitled to vote generally in the election of directors of such company; or
- (2) Parent consolidates with, or merges with or into, another person or Parent sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any person other than any such transaction where immediately after such transaction the person or persons that “beneficially own” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) immediately prior to such transaction, directly or indirectly, Voting Stock representing a majority of the total voting power of all outstanding Voting Stock of Parent, “beneficially own or owns” (as so determined), directly or indirectly, Voting Stock representing a majority of the total voting power of the outstanding Voting Stock of the surviving or transferee person and such surviving or transferee person has a class of common stock or American Depositary Receipts in respect of common stock traded on the New York Stock Exchange, NASDAQ Global Select Market, NASDAQ Global Market or the American Stock Exchange; or
- (3) during any consecutive two-year period, the Continuing Directors cease for any reason to constitute a majority of the Parent Board of Directors; or
- (4) the adoption of a plan of liquidation or dissolution of Parent or the Company; or
- (5) the Company ceases to be a wholly owned direct or indirect subsidiary of Parent.

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

- (ii) For purposes of the rights of Holders of Securities in the event of a Fundamental Change or a Change of Control (including, without limitation, the rights of Holders upon a Fundamental Change pursuant to Article III of the Indenture), determinations as to the occurrence of a Termination of Trading, shall be made by reference exclusively to the Common Stock of the Parent (and not the common stock of the Company).
- (f) *Cash Conversion Privilege and Conversion Reference Rate.* For purposes of the Cash Conversion Privilege to which Holders of Securities may be entitled under certain circumstances in accordance with the provisions of Article IV of the Indenture, all relevant determinations (including, without limitation, determination of the Conversion Reference Rate, the Conversion Reference Value, the Conversion Reference Premium, the Daily Conversion Reference Value, the adjustments to the Conversion Reference Rate contemplated by Section 4.01(j) and 4.06 and the Fundamental Change Purchase Price) shall be made exclusively by reference to the Common Stock of the Parent (and not the common stock of the Company) and the Parent as the issuer thereof. As of the Effective Time, the Conversion Reference Rate is 75.0751 shares of Common Stock, subject to adjustment from time to time pursuant to the provisions of the Indenture.
- (g) The Indenture shall be amended to insert the following immediately after Section 12.15 of the Indenture:

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

ARTICLE III

MISCELLANEOUS

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

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

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

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

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

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

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

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

MYLAN INC.

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

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

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

Signature Page to Second Supplemental Indenture

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ FRANCINE KINCAID
Authorized Signatory

Signature Page to Second Supplemental Indenture

MYLAN INC.,
as Issuer,

MYLAN N.V.
as Guarantor

and

THE BANK OF NEW YORK MELLON,
as Trustee

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

3.750% CASH CONVERTIBLE NOTES DUE 2015

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

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MYLAN INC.

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

MYLAN N.V.

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

Signature Page to Third Supplemental Indenture to Cash Convertible Notes Indenture

THE BANK OF NEW YORK MELLON, as Trustee,

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

Signature Page to Third Supplemental Indenture to Cash Convertible Notes Indenture

MYLAN INC.,
as Issuer,

MYLAN N.V.
as Guarantor

and

THE BANK OF NEW YORK MELLON,
as Trustee

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

7.875% SENIOR NOTES DUE 2020

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

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MYLAN INC.

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

MYLAN N.V.

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

Signature Page to Second Supplemental Indenture to 2010 Indenture

THE BANK OF NEW YORK MELLON, as Trustee,

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

Signature Page to Second Supplemental Indenture to 2010 Indenture

MYLAN INC.,
as Issuer,

MYLAN N.V.
as Guarantor

and

THE BANK OF NEW YORK MELLON,
as Trustee

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

3.125% SENIOR NOTES DUE 2023

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

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MYLAN INC.

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

MYLAN N.V.

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

Signature Page to First Supplemental Indenture to 2012 Indenture

THE BANK OF NEW YORK MELLON, as Trustee,

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

Signature Page to First Supplemental Indenture to 2012 Indenture

MYLAN INC.,
as Issuer,

MYLAN N.V.
as Guarantor

and

THE BANK OF NEW YORK MELLON,
as Trustee

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

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

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

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MYLAN N.V., as Guarantor,

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

MYLAN INC., as Issuer

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

Signature Page to First Supplemental Indenture to June 2013 Indenture

THE BANK OF NEW YORK MELLON, as Trustee,

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

Signature Page to First Supplemental Indenture to June 2013 Indenture

MYLAN INC.,
as Issuer,

MYLAN N.V.
as Guarantor

and

THE BANK OF NEW YORK MELLON,
as Trustee

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

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

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

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MYLAN INC.

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

MYLAN N.V.

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

Signature Page to Second Supplemental Indenture to November 2013 Indenture

THE BANK OF NEW YORK MELLON, as Trustee,

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

Signature Page to Second Supplemental Indenture to November 2013 Indenture

FOR IMMEDIATE RELEASE

CONTACTS:

Nina Devlin (Media)
724.514.1968
Kris King (Investors)
724.514.1813

MYLAN COMPLETES ACQUISITION OF ABBOTT'S NON-U.S. DEVELOPED MARKETS SPECIALTY AND BRANDED GENERICS BUSINESS

POTTERS BAR, ENGLAND AND PITTSBURGH – Feb. 27, 2015 – Mylan N.V. and Mylan Inc. (Nasdaq: MYL) today announced the successful completion of the acquisition of Abbott Laboratories' (NYSE: ABT) non-U.S. developed markets specialty and branded generics business.

Executive Chairman Robert J. Coury commented, "Today marks the beginning of the next exciting chapter of growth for Mylan. With the completion of this transaction, we will benefit from significantly enhanced financial flexibility, an optimized global tax structure and greater balance sheet capacity, all of which position us exceptionally well for future opportunities."

Under the previously announced terms of the transaction agreement, Abbott received 110 million shares of Mylan N.V., resulting in former Mylan Inc. shareholders now owning approximately 78% of Mylan N.V. and Abbott now owning approximately 22% of Mylan N.V. Mylan Inc. and Abbott's non-U.S. developed markets specialty and branded generics business have been reorganized under Mylan N.V., a new public company organized in the Netherlands. Mylan N.V. will be led by the former Mylan Inc. executive team. The company will trade on Nasdaq under the ticker symbol MYL.

Mylan CEO Heather Bresch said, "This transaction significantly enhances our ability to pursue additional highly strategic and financially accretive opportunities. These new assets will build upon our exceptional existing global platform and the strong growth strategy already in place, and better position our company to deliver on our mission of providing the world's seven billion people access to high quality medicine. Not only will this transaction strengthen our financial profile, it will significantly enhance our geographic footprint and commercial platform in our largest non-U.S. geographies and create critical mass across our customer sales channels.

"Today, we also welcome approximately 3,800 employees from Abbott to Mylan, and we look forward to the contributions they will make to our combined organization as they take up our cause of delivering better health for a better world."

Forward-Looking Statements

This press release contains "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 acquisition (the "Transaction") by Mylan N.V. ("Mylan") of both Mylan Inc. and Abbott Laboratories' non-U.S. developed markets specialty and branded generics business (the "Business"), benefits and synergies of the Transaction, future opportunities for Mylan and products and any other statements regarding Mylan's future operations, anticipated business levels, future earnings, planned activities, anticipated growth, market opportunities, strategies, competition,

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and other expectations and targets for future periods. These may often 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 of the Transaction; changes in relevant tax and other laws; 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 Mylan 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 to bring new products to market, including but not limited to where Mylan 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 business of Mylan; 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 Mylan’s business activities, see the risks described in Mylan Inc.’s Annual Report on Form 10-K for the year ended Dec. 31, 2013, as updated by Mylan Inc.’s Current Report on Form 8-K filed on Aug. 6, 2014, Mylan Inc.’s Quarterly Report on Form 10-Q for the period ended June 30, 2014, Mylan Inc.’s Quarterly Report on Form 10-Q for the period ended Sept. 30, 2014, and Mylan Inc.’s other filings with the Securities and Exchange Commission (the “SEC”). These risks, as well as other risks associated with Mylan, the Business and the Transaction are also more fully discussed in the Registration Statement on Form S-4 that New Moon B.V. (which has been renamed Mylan N.V. and is referred to herein as Mylan) filed with the SEC on Nov. 5, 2014, as amended on Dec. 9, 2014, and as further amended on Dec. 23, 2014, and in the proxy statement Mylan Inc. filed with the SEC on Dec. 24, 2014, as well as the prospectus Mylan filed with the SEC on Dec. 24, 2014. You can access Mylan’s and Mylan Inc.’s filings with the SEC through the SEC website at www.sec.gov, and Mylan strongly encourages you to do so. Mylan undertakes no obligation to update any statements herein for revisions or changes after the date of this press release.

Mylan is a global pharmaceutical company committed to setting new standards in healthcare. Working together around the world to provide 7 billion people access to high quality medicine, 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. We offer a growing portfolio of around 1,400 generic pharmaceuticals and several brand medications. In addition, we offer a wide range of antiretroviral



therapies, upon which approximately 40% of HIV/AIDS patients in developing countries depend. We also operate one of the largest active pharmaceutical ingredient manufacturers and currently market products in about 145 countries and territories. Our workforce of approximately 30,000 people is dedicated to creating better health for a better world, one person at a time. Learn more at mylan.com.

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