
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-3

REGISTRATION STATEMENT

Under

The Securities Act of 1933

ABBOTT LABORATORIES

(Exact name of registrant as specified in its charter)

Illinois

(State or other jurisdiction
of incorporation or organization)

36-0698440

(I.R.S. Employer Identification No.)

**100 Abbott Park Road
Abbott Park, Illinois 60064-6400
(847) 937-6100**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Jose M. de Lasa
Senior Vice President, Secretary and General Counsel**

**Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois 60064-6020
(847) 937-8905**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Chicago, Illinois 60606
(312) 407-0700

**Approximate date of commencement of proposed sale to the public:
From time to time after the effective date of this Registration Statement.**

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: //

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: /x/

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. // _____

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. // _____

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. //

CALCULATION OF REGISTRATION FEE

Title of each class of Securities to be Registered	Amount to be Registered(1)	Amount of Registration Fee(2)(3)
Debt Securities	\$1,500,000,000	\$101,125.00

- (1) If any Debt Securities are issued at an original issue discount, then the principal amount of such Debt Securities shall be such greater principal amount as shall result in an aggregate initial offering price not to exceed \$1,500,000,000 less the aggregate dollar amount of all securities previously issued hereunder.
- (2) Pursuant to Rule 457(o) under the Securities Act of 1933, the registration fee is calculated based on the maximum aggregate offering price of all securities listed in the table above, and the table does not specify information about the amount of any particular security to be registered.
- (3) Pursuant to Rule 429 under the Securities Act of 1933, \$250,000,000 of debt securities are being carried forward from registration statement on Form S-3 (No. 333-55446) for inclusion in this prospectus. Registration fees of \$62,500 were previously paid with respect to the debt securities being carried forward from registration statement 333-55446 calculated using the registration fees in effect in February 2001.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

SUBJECT TO COMPLETION, DATED SEPTEMBER 25, 2003

The information in this prospectus is not complete and may be changed. Abbott may not sell the securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities, and Abbott is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PROSPECTUS

\$1,500,000,000

Abbott Laboratories

Debt Securities

By this prospectus, Abbott may offer from time to time a total of up to \$1,500,000,000 of debt securities.

Abbott will provide you with the specific terms and the public offering prices of these securities in supplements to this prospectus. The prospectus supplements may also add, update or change information contained in this prospectus. You should read this prospectus and the prospectus supplements carefully before you invest. This prospectus may not be used to offer and sell securities unless accompanied by a prospectus supplement.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

This prospectus is dated _____, 2003

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that Abbott filed with the Securities and Exchange Commission under the "shelf registration" process. Under this shelf registration process, Abbott may, from time to time, sell debt securities for up to \$1,500,000,000 under this prospectus. This prospectus provides you with a general description of the securities Abbott may offer. Each time Abbott sells securities, Abbott will provide a prospectus supplement that will contain specific information about the terms of that offering. The prospectus supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement together with additional information described under the heading "Where You Can Find More Information."

ABBOTT LABORATORIES

Abbott Laboratories is an Illinois corporation incorporated in 1900. Abbott's principal business is the discovery, development, manufacture and sale of a broad and diversified line of health care products.

Abbott has five reporting revenue segments:

- (1) **Pharmaceutical Products**—includes a broad line of adult and pediatric pharmaceuticals which are sold primarily on the prescription or recommendation of physicians.
- (2) **Diagnostic Products**—includes diagnostic systems and tests for blood banks, hospitals, commercial laboratories, alternate-care testing sites and consumers.
- (3) **Hospital Products**—includes drugs and drug delivery systems, perioperative and intensive care products, cardiovascular products, products for treating pain, renal products, oncology products, intravenous and irrigation solutions and related manual and electronic administration equipment for hospitals and alternate-care sites. On August 22, 2003, Abbott announced its plan to spin-off much of its core global hospital products business into a new, publicly traded company.
- (4) **Ross Products**—includes a broad line of adult and pediatric nutritionals. These products are sold primarily on the recommendation of physicians or other health care professionals. The segment also includes specialty pharmaceuticals.
- (5) **International**—includes a broad line of hospital, pharmaceutical, and adult and pediatric nutritional products marketed and primarily manufactured outside the United States. These products are sold primarily on the prescription or recommendation of physicians and other health care professionals.

This segment also includes consumer products.

Abbott also has a 50 percent owned joint venture, TAP Pharmaceutical Products Inc. TAP and its subsidiary develop and market pharmaceutical products primarily for the United States and Canada.

Abbott purchases, in the ordinary course of business, raw materials and supplies essential to Abbott's operations from numerous suppliers in the United States and abroad. Abbott markets products in approximately 130 countries through affiliates and distributors. Most of Abbott's products are sold both in the United States and internationally. Abbott employs approximately 71,800 persons in its various offices, plants and facilities located throughout the world. Abbott's corporate offices are located at 100 Abbott Park Road, Abbott Park, Illinois 60064-6400, and the telephone number is (847) 937-6100.

USE OF PROCEEDS

Abbott will use the net proceeds from the sale of the securities for general corporate purposes.

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DESCRIPTION OF DEBT SECURITIES

The debt securities will be issued under an indenture between Abbott and Bank One Trust Company, N.A., as trustee. The following is a summary of the material provisions of the indenture and is qualified in its entirety by the provisions of the indenture, including definitions of certain terms used in the indenture. Wherever Abbott refers to particular sections or defined terms of the indenture, those sections or defined terms are incorporated by reference in this prospectus or prospectus supplement. You should review the indenture that is incorporated by reference as an exhibit to the registration statement for additional information.

The following summarizes certain general terms and provisions of the debt securities. Each time Abbott offers debt securities, the prospectus supplement relating to that offering will describe the terms of the debt securities Abbott is offering.

General

Abbott may issue debt securities from time to time in one or more series without limitation as to aggregate principal amount. The debt securities will be Abbott's unsecured and unsubordinated obligations and will rank equally and ratably with Abbott's other unsecured and unsubordinated obligations.

Unless otherwise indicated in the prospectus supplement, principal of, premium, if any, and interest on the debt securities will be payable, and the transfer of debt securities will be registrable, at any office or agency maintained by Abbott for that purpose. The debt securities will be issued only in fully registered form without coupons and, unless otherwise indicated in the applicable prospectus supplement, in denominations of \$1,000 or integral multiples thereof. No service charge will be made for any registration of transfer or exchange of the debt securities, but Abbott may require you to pay a sum sufficient to cover any tax or other governmental charge imposed in connection with the transfer or exchange.

The prospectus supplement will describe the following terms of the debt securities Abbott is offering:

- the title of the debt securities;
- any limit on the aggregate principal amount of the debt securities;
- the date or dates on which the principal of the debt securities is payable;
- the rate or rates, which may be fixed or variable, at which the debt securities will bear interest, if any, or the method by which the rate or rates will be determined, the date or dates from which any interest will accrue, the interest payment dates on which any interest will be payable, and the regular record date for the interest payable on any interest payment date;
- the place or places where the principal of and any premium and interest on the debt securities will be payable;
- the person who is entitled to receive any interest on the debt securities, if other than the record holder on the record date;
- the period or periods within which, the price or prices at which and the terms and conditions upon which the debt securities may be redeemed, in whole or in part, at the option of Abbott;
- the obligation, if any, of Abbott to redeem, purchase or repay the debt securities pursuant to any sinking fund or analogous provisions or at the option of a holder and the period or periods within which, the price or prices at which and the terms and conditions upon which Abbott will redeem, purchase or repay, in whole or in part, the debt securities pursuant to such obligation;

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- the currency, currencies or currency units in which Abbott will pay the principal of and any premium and interest on any debt securities, if other than the currency of the United States of America and the manner of determining the equivalent in U.S. currency;
 - if the amount of payments of principal of or any premium or interest on any debt securities may be determined with reference to an index or formula, the manner in which such amounts will be determined;
 - if the principal of or any premium or interest on any debt securities is to be payable, at Abbott's election or at the election of the holder, in one or more currencies or currency units other than that or those in which the debt securities are stated to be payable, the currency, currencies or currency units in which payment of the principal of and any premium and interest on the debt securities as to which such election is made will be payable, and the periods within which and the terms and conditions upon which such election is to be made;
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if other than the debt securities' principal amount, the portion of the principal amount of the debt securities that will be payable upon declaration of acceleration of the maturity;

- the applicability of the provisions described in the section of this prospectus captioned, "Defeasance and Covenant Defeasance;"
- if the debt securities will be issued in whole or in part in the form of a book-entry security as described in the section of this prospectus captioned "Book-Entry Securities," the depository Abbott appointed or its nominee with respect to the debt securities and the circumstances under which the book-entry security may be registered for transfer or exchange or authenticated and delivered in the name of a person other than the depository or its nominee; and
- any other terms of the debt securities.

Abbott may offer and sell the debt securities as original issue discount securities at a substantial discount below their stated principal amount. The prospectus supplement will describe the federal income tax consequences and other special considerations applicable to original issue discount securities and any debt securities the federal tax laws treat as having been issued with original issue discount. "Original issue discount securities" means any debt security that provides for an amount less than its principal amount to be due and payable upon the declaration of acceleration of the maturity of the debt security upon the occurrence and continuation of an "Event of Default."

The indenture does not contain covenants or other provisions designed to afford holders of the debt securities protection in the event of a highly leveraged transaction, change in credit rating or other similar occurrence.

Book-Entry Securities

The debt securities will be represented by one or more global securities. Unless otherwise indicated in the prospectus supplement, the global security representing the debt securities will be deposited with, or on behalf of, The Depository Trust Company, New York, New York, or other successor depository Abbott appoints and registered in the name of the depository or its nominee. The debt securities will not be issued in definitive form unless otherwise provided in the prospectus supplement.

DTC will act as securities depository for the securities. The debt securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered global security will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of debt securities.

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DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants deposit with DTC. DTC also facilitates the settlement among participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its direct participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to indirect participants such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly. The rules applicable to DTC and its participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of debt securities under the DTC system must be made by or through direct participants, which will receive a credit for the debt securities on DTC's records. The ownership interest of each actual purchaser of each debt security will be recorded on the direct and indirect participants' records. These beneficial owners will not receive written confirmation from DTC of their purchase, but beneficial owners are expected to receive a written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the direct or indirect participants through which the beneficial owner entered into the transaction. Transfers of ownership interests in the debt securities are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in debt securities, except in the event that use of the book-entry system for the debt securities is discontinued.

To facilitate subsequent transfers, all debt securities deposited by participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of debt securities with DTC and their registration in the name of Cede & Co. will not change the beneficial ownership of the debt securities. DTC has no knowledge of the actual beneficial owners of the debt securities; DTC's records reflect only the identity of the direct participants to whose accounts the debt securities are credited, which may or may not be the beneficial owners. The participants will remain responsible for keeping account of their holdings on behalf of their customers.

Delivery of notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the debt securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in such issue to be redeemed.

Neither DTC nor Cede & Co will consent or vote with respect to debt securities unless authorized by a direct participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an omnibus proxy to Abbott as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the debt securities are credited on the record date (identified in a listing attached to the omnibus proxy).

Principal and interest payments, if any, on the debt securities will be made to Cede & Co., as nominee of DTC. DTC's practice is to credit direct participants' accounts, upon DTC's receipt of funds and corresponding detail information from Abbott or the trustee, on the applicable payable date in

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accordance with their respective holdings shown on DTC's records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of that

participant and not of DTC, the trustee or Abbott, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. is the responsibility of Abbott or the trustee. Disbursement of payments from Cede & Co. to direct participants is DTC's responsibility. Disbursement of payments to beneficial owners is the responsibility of direct and indirect participants.

A beneficial owner must give notice through a participant to a tender agent to elect to have its debt securities purchased or tendered. The beneficial owner must deliver debt securities by causing the direct participants to transfer the participant's interest in the debt securities, on DTC's records, to a tender agent. The requirement for physical delivery of debt securities in connection with an optional tender or a mandatory purchase is satisfied when the ownership rights in the debt securities are transferred by direct participants on DTC's records and followed by a book-entry credit of tendered debt securities to the tender agent's account.

DTC may discontinue providing its services as securities depository for the debt securities at any time by giving reasonable notice to Abbott or the trustee. Under these circumstances, if a successor securities depository is not obtained, then debt security certificates must be delivered.

Abbott may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, debt security certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Abbott believes to be reliable, but Abbott takes no responsibility for their accuracy.

Certain Covenants of the Company

Restrictions on Secured Debt. Unless otherwise provided in the prospectus supplement with respect to any series of the debt securities, if Abbott or any domestic subsidiary incurs, issues, assumes or guarantees any indebtedness for borrowed money represented by notes, bonds, debentures or other similar evidences of indebtedness and that indebtedness is secured by a mortgage, pledge or other lien on any principal domestic property or on any shares of stock or debt of any domestic subsidiary, Abbott will secure, or cause its domestic subsidiary to secure, the debt securities equally and ratably with, or prior to, that indebtedness, so long as that indebtedness is to be secured. Abbott is not required to secure the debt securities, however, if after securing such debt securities, the aggregate amount of all secured indebtedness, together with all attributable debt in respect of sale and leaseback transactions involving principal domestic properties, would not exceed 15% of Abbott's consolidated net assets. This restriction will not apply to, and there shall be excluded in computing secured indebtedness for the purpose of this restriction, indebtedness secured by:

- mortgages on property of, or on any shares of stock or debt of, any corporation existing at the time that corporation becomes a domestic subsidiary;
- mortgages in favor of Abbott or any domestic subsidiary;
- mortgages in favor of U.S. or foreign governmental bodies to secure partial, progress, advance or other payments;
- mortgages on property, shares of stock or debt existing at the time of acquisition, including acquisition through merger or consolidation, purchase money mortgages and construction cost mortgages existing at or incurred within 120 days after the time of acquisition;
- mortgages existing on the first date on which the debt security is authenticated by the trustee;

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- mortgages incurred in connection with pollution control, industrial revenue or similar financings; and
 - any extension, renewal or replacement of any debt secured by any mortgage referred to in the foregoing list, inclusive.

The following are the meanings of terms that are important in understanding the restrictive covenants described above:

- "subsidiary" means any corporation of which Abbott directly or indirectly owns or controls stock, which under ordinary circumstances, not dependent upon the happening of a contingency, has the voting power to elect a majority of that corporation's board of directors. The term does not include any corporation that does not own a principal domestic property and Abbott's chairman of the board, chief executive officer, an executive vice president, a senior vice president or a vice president and the chief financial officer or treasurer determine in good faith that Abbott's existing aggregate investments, including those of its domestic subsidiaries, in the corporation are not of material importance to the total business conducted, or assets owned, by Abbott or its domestic subsidiaries.
- "domestic subsidiary" means a subsidiary of Abbott that transacts substantially all of its business or maintains substantially all of its property within the United States, excluding its territories, possessions and Puerto Rico, except a subsidiary that:
 - (1) is engaged primarily in financing operations outside of the United States or in leasing personal property or financing inventory, receivables or other property; or
 - (2) does not own a principal domestic property.
- "principal domestic property" means any building, structure or other facility, together with the land on which it is erected and fixtures comprising a part of it, used primarily for manufacturing, processing, research, warehousing or distribution, located in the United States, excluding its territories, possessions and Puerto Rico, owned or leased by Abbott or one of Abbott's subsidiaries and having a net book value in excess of 2% of Abbott's consolidated net assets, other than any such building, structure or other facility or a portion which is an air or water pollution control facility financed by state or local governmental obligations or which Abbott's chairman of the board, chief executive officer, an executive vice president, a senior vice president or a vice president and the chief financial officer or treasurer determine in good faith is not of material importance to the total business conducted or assets owned by Abbott and its subsidiaries as an entirety.
- "consolidated net assets" means the aggregate amount of assets, less reserves and other deductible items, after deducting current liabilities, as shown on Abbott's consolidated balance sheet contained in the latest annual report to Abbott's stockholders and prepared in accordance with generally accepted accounting principles.

- "attributable debt" means the present value (discounted at the rate of 8% each year compounded monthly) of the obligations for rental payments required to be paid during the remaining term of any lease of more than 12 months.

Restrictions on Sales and Leasebacks. Unless otherwise provided in the prospectus supplement with respect to any series of the debt securities, neither Abbott nor any domestic subsidiary may enter into any sale and leaseback transaction involving any principal domestic property, the acquisition or

completion of construction and commencement of full operation of which has occurred more than 120 days prior thereto, unless:

- Abbott or the domestic subsidiary could incur debt secured by a mortgage on the property under the restrictions described above under "Restrictions on Secured Debt" in an amount equal to the attributable debt with respect to the sale and leaseback transaction without equally and ratably securing the debt securities; or
- Abbott, within 120 days after the sale or transfer by Abbott or any domestic subsidiary, applies to the retirement of Abbott's funded debt, which is defined as indebtedness for borrowed money having a maturity of, or by its terms extendible for, a period of more than 12 months after the date of determination of the amount, an amount equal to the greater of:
 - (1) the net proceeds of the sale of the principal domestic property sold and leased under such arrangement; or
 - (2) the fair market value of the principal domestic property sold and leased,subject to credits for certain voluntary retirements of funded debt.

Events of Default

With respect to a series of debt securities, any one of the following events will constitute an event of default under the indenture:

- failure to pay any interest on any debt security of that series when due, continued for 30 days;
- failure to pay principal of or any premium on any debt security of that series when due;
- failure to deposit any sinking fund payment, when due, in respect of any debt security of that series;
- Abbott's failure to perform, or breach of, any other covenant or warranty in the indenture, other than a covenant included in the indenture solely for the benefit of a series of debt securities other than that series, continued for 90 days after written notice as provided in the indenture;
- certain events involving the bankruptcy, insolvency or reorganization of Abbott; or
- any other event of default provided with respect to debt securities of that series.

If any event of default occurs and continues, either the trustee or the holders of at least 25 percent in principal amount of the outstanding debt securities of that series may declare the principal amount or, if the debt securities of that series are original issue discount securities, the portion of the principal amount as may be specified in the terms of those debt securities, of all the debt securities of that series to be due and payable immediately by a notice in writing to Abbott, and to the trustee if given by holders. The principal amount (or specified amount) will then be immediately due and payable. After acceleration, but before a judgment or decree based on acceleration has been obtained, the holders of a majority in principal amount of outstanding debt securities of that series may, under certain circumstances, rescind and annul the acceleration.

Additional or different events of default applicable to a series of debt securities may be described in a prospectus supplement. An event of default of one series of debt securities is not necessarily an event of default for any other series of debt securities. The prospectus supplement relating to any series of debt securities that are original issue discount securities will contain the particular provisions relating to acceleration of the stated maturity of a portion of the principal amount of that series of original issue discount securities upon the occurrence and continuation of an event of default.

The indenture provides that, subject to the duty of the trustee during default to act with the required standard of care, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request or direction of any of the holders, unless the holders offer the trustee reasonable security or indemnity. Generally, the holders of a majority in aggregate principal amount of the debt securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred on the trustee.

A holder of any series of debt securities will not have any right to institute any proceeding with respect to the indenture, or for the appointment of a receiver or trustee, or for any other remedy, unless:

- the holder has previously given to the trustee written notice of a continuing event of default;
- the holders of at least 25 percent in principal amount of the debt securities of that series have made written request to the trustee to institute such proceeding as trustee;
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the trustee has not instituted proceedings within 60 days after receipt of such notice; and

- the trustee shall not have received from the holders of a majority in aggregate principal amount of the debt securities of that series a direction inconsistent with such request during the 60 day period.

However, these limitations do not apply to a suit instituted by a holder for enforcement of payment of the principal of and premium, if any, or interest on its debt securities on or after the respective due dates.

Abbott is required to furnish to the trustee annually a statement as to its performance of certain obligations under the indenture and as to any default.

Modification and Waiver

Abbott and the trustee may modify and amend the indenture with the consent of the holders of not less than the majority in aggregate principal amount of the outstanding debt securities of each series which is affected. Neither Abbott nor the trustee may, however, modify or amend the indenture without the consent of the holders of all debt securities affected if such action would:

- change the stated maturity of the principal of, or any installment of principal of or interest on, any debt security;
- reduce the principal amount of, or the premium payable upon redemption, if any, or, except as otherwise provided in the prospectus supplement, interest on, any debt security, including in the case of an original issue discount security the amount payable upon acceleration of the maturity;
- change the place or currency of payment of principal of, premium, if any, or interest on any debt security;
- impair the right to institute suit for the enforcement of any payment on any debt security on or after the stated maturity thereof, or in the case of redemption, on or after the redemption date;
- reduce the percentage in principal amount of outstanding debt securities of any series, the consent of whose holders is required for modification or amendment of the indenture or for waiver of compliance with certain provisions of the indenture or for waiver of certain defaults; or
- modify certain provisions of the indenture, except to increase any percentage of principal amount whose holders are required to approve any change to such provision or to provide that

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certain other provisions of the indenture cannot be modified or waived without the consent of each holder affected.

The holders of at least a majority in principal amount of the outstanding debt securities of any series may, on behalf of all holders of that series, waive compliance by Abbott with certain restrictive provisions of the indenture. The holders of not less than a majority in principal amount of the outstanding debt securities of any series may, on behalf of all holders of that series, waive any past default under the indenture, except (1) a default in the payment of principal, premium or interest and (2) in respect of a covenant or provision of the indenture that cannot be modified or amended without the consent of those holders of each outstanding debt security of that series who were affected.

Consolidation, Merger and Sale of Assets

Abbott may not consolidate with or merge into any other company or entity or convey, transfer or lease its properties and assets substantially as an entirety and may not permit any company or entity to merge into or consolidate with Abbott or convey, transfer or lease its properties and assets substantially as an entirety to Abbott, unless:

- in the case Abbott consolidates with or merges into another person or conveys, transfers or leases its properties and assets substantially as an entirety to any person, the person formed by that consolidation or into which Abbott is merged or the person which acquires by conveyance or transfer, or which leases, Abbott's properties and assets substantially as an entirety is a corporation, partnership or trust organized under the laws of the United States of America, any State or the District of Columbia, and expressly assumes Abbott's obligations on the debt securities under a supplemental indenture;
- immediately after giving effect to the transaction no event of default, and no event which, after notice or lapse of time or both, would become an event of default, has occurred and is continuing;
- if Abbott's properties or assets become subject to a mortgage, pledge, lien, security interest or other encumbrance not permitted by the indenture, Abbott or such successor, as the case may be, takes the necessary steps to secure the debt securities equally and ratably with, or prior to, all indebtedness secured thereby; and
- Abbott has delivered to the trustee an officers' certificate and an opinion of counsel stating compliance with these provisions.

Defeasance and Covenant Defeasance

The indenture provides, unless otherwise indicated in the prospectus supplement relating to that particular series of debt securities, that, at Abbott's option, Abbott:

- will be discharged from any and all obligations in respect of the debt securities of that series, except for certain obligations to register the transfer of or exchange of debt securities of that series, replace stolen, lost or mutilated debt securities of that series, maintain paying agencies and hold moneys for payment in trust; or
- need not comply with certain restrictive covenants of the indenture, including those described in the section of the prospectus captioned, "Certain Covenants of the Company," and the occurrence of an event described in the fourth bullet point in the section of the prospectus captioned, "Event of Default" will no longer be an event of default,

securities of that series on the dates such payments are due, which may include one or more redemption dates that Abbott designates, in accordance with the terms of the debt securities of that series.

Abbott may establish this trust only if, among other things:

- no event of default or event which with the giving of notice or lapse of time, or both, would become an event of default under the indenture shall have occurred and is continuing on the date of the deposit or insofar as an event of default resulting from certain events involving Abbott's bankruptcy or insolvency at any time during the period ending on the 121st day after the date of the deposit or, if longer, ending on the day following the expiration of the longest preference period applicable to Abbott in respect of the deposit;
- the defeasance will not cause the trustee to have any conflicting interest with respect to any other of Abbott's securities or result in the trust arising from the deposit to constitute, unless it is qualified as, a "regulated investment company";
- the defeasance will not result, in a breach or violation of, or constitute a default under, the indenture or any other agreement or instrument to which Abbott is a party or by which Abbott is bound; and
- Abbott has delivered an opinion of counsel to the effect that the holders will not recognize income, gain or loss for federal income tax purposes as a result of the defeasance and will be subject to federal income tax in the same manner as if the defeasance had not occurred, which opinion of counsel, in the case of the first item above, must refer to and be based upon a published ruling of the Internal Revenue Service, a private ruling of the Internal Revenue Service addressed to Abbott, or otherwise a change in applicable federal income tax law occurring after the date of the indenture.

If Abbott fails to comply with its remaining obligations under the indenture after a defeasance of the indenture with respect to the debt securities of any series as described under the second item of the first sentence of this section and the debt securities of such series are declared due and payable because of the occurrence of any event of default, the amount of money and U.S. Government obligations on deposit with the trustee may be insufficient to pay amounts due on the debt securities of that series at the time of the acceleration resulting from the event of default. Abbott will, however, remain liable for those payments.

Concerning the Trustee

Bank One Trust Company, N.A. is trustee under the indenture. The trustee performs services for Abbott in the ordinary course of business.

PLAN OF DISTRIBUTION

Abbott may sell the securities:

- directly to purchasers, or
- through agents, underwriters or dealers, or
- through a combination of any of these methods of sale.

Abbott may distribute the securities from time to time in one or more transactions at a fixed price or prices, which may be changed, or at market prices prevailing at the time of sale, at prices related to the prevailing market prices or at negotiated prices.

Abbott may designate agents to solicit offers to purchase the securities from time to time. These agents may be deemed to be underwriters, as defined in the Securities Act of 1933, involved in the offer or sale of the securities. The prospectus supplement will name the agents and any commissions Abbott pays them. Agents may be entitled to indemnification by Abbott against certain liabilities, including liabilities under the Securities Act of 1933, under agreements between Abbott and the agents, and the agents or their affiliates may extend credit to or engage in transactions with or perform services for Abbott in the ordinary course of business. Unless otherwise indicated in the prospectus supplement, any agent will be acting on a reasonable efforts basis for the period of its appointment.

If Abbott uses any underwriters in the sale, Abbott will enter into an underwriting agreement with them at the time of sale. The names of the underwriters and the terms of the transaction will be set forth in the prospectus supplement that the underwriters use to make resales of the securities. The underwriters may be entitled under the relevant underwriting agreement to indemnification by Abbott against certain liabilities, including liabilities under the Securities Act of 1933. The underwriters or their affiliates may extend credit to or engage in transactions with or perform services for Abbott in the ordinary course of business.

If Abbott uses dealers in the sale of the securities, Abbott will sell the securities to those dealers, as principal. The dealers may then resell the securities to the public at varying prices to be determined by them at the time of resale. Dealers may be entitled to indemnification by Abbott against certain liabilities, including liabilities under the Securities Act of 1933, and the dealers or their affiliates may extend credit to or engage in transactions with or perform services for Abbott in the ordinary course of business.

The debt securities are not proposed to be listed on a securities exchange, and any underwriters or dealers will not be obligated to make a market in debt securities. Abbott cannot predict the activity or liquidity of any trading in the debt securities.

Certain legal matters in connection with the securities offered hereby will be passed upon for Abbott by Jose M. de Lasa, Esq., Abbott's Senior Vice President, General Counsel and Secretary, and by Mayer, Brown, Rowe & Maw LLP, Chicago, Illinois, and for the underwriters, dealers and agents, if any, by Skadden, Arps, Slate, Meagher & Flom (Illinois), Chicago, Illinois. As of September 22, 2003 Mr. de Lasa beneficially owned approximately 144,204 Abbott common shares and held options to acquire 701,636 shares, of which options to purchase 494,527 shares are currently exercisable. (These amounts include approximately 2,234 shares held for the benefit of Mr. de Lasa in the Abbott Laboratories Stock Retirement Trust pursuant to the Abbott Laboratories Stock Retirement Plan). The opinions of Mr. de Lasa, Mayer, Brown, Rowe & Maw LLP and Skadden, Arps, Slate, Meagher & Flom (Illinois) may be conditioned upon, and may be subject to certain assumptions regarding, future action required to be taken by Abbott and any underwriter(s), dealer(s) or agent(s) in connection with the issuance and sale of any securities. The opinions of Mr. de Lasa, Mayer, Brown, Rowe & Maw LLP and Skadden, Arps, Slate, Meagher & Flom (Illinois) with respect to securities may be subject to other conditions and assumptions, as indicated in the prospectus supplement. Skadden, Arps, Slate, Meagher & Flom (Illinois) from time to time also represents Abbott in connection with certain other matters.

EXPERTS

The Abbott Laboratories and subsidiaries consolidated financial statements and the related financial statement schedule as of December 31, 2002 and for the year then ended incorporated in this registration statement by reference from Abbott's Annual Report on Form 10-K for the year ended December 31, 2002 have been audited by Deloitte & Touche LLP, independent auditors, as stated in

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their reports (which reports express unqualified opinions and include explanatory paragraphs relating to the application of procedures relating to certain disclosures of financial statement amounts related to the 2001 and 2000 financial statements and the related financial statement schedules that were audited by other auditors who have ceased operations and for which Deloitte & Touche LLP have expressed no opinion or other form of assurance other than with respect to such disclosures), which are incorporated herein by reference, and have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements of Abbott as of December 31, 2001 and 2000 and for each of the two years in the period ended December 31, 2001 included in the Annual Report on Form 10-K for the year ended December 31, 2002, which are incorporated by reference in this registration statement, have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto and are incorporated by reference herein in reliance upon the authority of said firm as experts in accounting and auditing.

Abbott has not been able to obtain, after reasonable efforts, the written consent of Arthur Andersen LLP to being named in this registration statement as having certified Abbott's consolidated financial statements for each of the years in the two-year period ended December 31, 2001, as required by Section 7 of the Securities Act. Accordingly, Arthur Andersen LLP may not have any liability under Section 11 of the Securities Act of 1933 for false and misleading statements and omissions contained in this prospectus, including the financial statements, and any claims against Arthur Andersen LLP related to any such false and misleading statements and omissions may be limited.

The TAP Pharmaceutical Products Inc. and subsidiaries consolidated financial statements and the related financial statement schedule as of December 31, 2002 and for the year then ended incorporated in this registration statement by reference from Abbott's Annual Report on Form 10-K for the year ended December 31, 2002 have been audited by Deloitte & Touche LLP, independent auditors, as stated in their reports, which are incorporated herein by reference, and have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

Abbott files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document Abbott files with the SEC at the SEC's public reference room at 450 Fifth Street, N.W., Washington D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Abbott's SEC filings are also available to the public on the SEC's web site at <http://www.sec.gov>. Abbott's common shares are listed on the New York Stock Exchange, the Chicago Stock Exchange and the Pacific Exchange, and information about Abbott also is available there.

This prospectus is part of a registration statement that Abbott filed with the SEC. The SEC allows Abbott to "incorporate by reference" the information Abbott files with the SEC. This means that Abbott can disclose important information to you by referring you to other documents that Abbott identifies as part of this prospectus. The information incorporated by reference is considered to be part of this prospectus. Abbott incorporates by reference the documents listed below:

- Annual Report on Form 10-K for the year ended December 31, 2002;
- Quarterly Report on Form 10-Q for the quarter ended March 31, 2003;
- Quarterly Report on Form 10-Q for the quarter ended June 30, 2003;
- Current Report on Form 8-K (Items 5 and 7) filed on July 10, 2003; and
- Current Report on Form 8-K filed on August 22, 2003.

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Abbott also incorporates by reference any future filings it makes with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (1) after the date of the filing of this registration statement and before its effectiveness and (2) until Abbott has sold all of the securities to which this prospectus relates or the offering is otherwise terminated. Abbott's subsequent filings with the SEC will automatically update and supersede information in this prospectus.

You may obtain a copy of these filings at no cost by writing to or telephoning Abbott at the following address and telephone number:

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois 60064-6020

You should rely only on the information incorporated by reference or provided in this prospectus or any supplement. Abbott has not authorized anyone else to provide you with different information. This prospectus is an offer to sell or buy only the securities described in this document, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current and accurate only as of the date of this prospectus.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth the estimated expenses in connection with the issuance and distribution of the securities registered hereby:

SEC registration fee	\$	163,625
Printing and engraving costs	\$	40,000
Legal fees and expenses	\$	25,000
Accounting fees and expenses	\$	15,000
Trustee fees and expenses	\$	15,000
Rating agency fees	\$	560,000
Miscellaneous	\$	22,375
		<hr/>
Total	\$	841,000

Item 15. Indemnification of Officers and Directors.

Restated Article R-VI of Abbott's Restated Articles of Incorporation provides that Abbott shall, in the case of persons who are or were directors or officers of Abbott, and may, as to other persons, indemnify to the fullest extent permitted by law any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee or agent of Abbott, or is or was serving at the request of Abbott as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The provisions of Article R-VI are applicable to all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding. Expenses (including attorney's fees) incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by Abbott in advance of the final disposition of such action, suit or proceeding, as authorized by Abbott's Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification.

Section 8.75 of the Illinois Business Corporation Act provides that a corporation may indemnify any person who, by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one brought on behalf of the corporation, against reasonable expenses (including attorneys' fees), judgments, fines and settlement payments incurred in connection with the action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be not opposed to the best interests of such corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe his or her conduct was unlawful. In the case of actions on behalf of the corporation, indemnification may extend only to reasonable expenses (including attorneys' fees) incurred in connection with the defense or settlement of such action or suit and only if such person acted in good faith and in a manner he or she reasonably believed to be not opposed to the best interests of the corporation, provided that no such indemnification is permitted in respect of any claim, issue or matter as to which such person is adjudged to be liable to the corporation except to the extent that the adjudicating court otherwise provides. To the extent that a present or former director, officer or employee of the corporation has been successful in defending any such action, suit or proceeding (even one on behalf of the corporation) or in defense of any claim, issue or matter therein, such person is entitled to indemnification for reasonable expenses (including attorneys' fees) incurred by such person in connection therewith if the person acted in good faith and in a manner he or she reasonably believed to be not opposed to the best interests of the corporation.

The indemnification provided for by the Illinois Business Corporation Act is not exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of shareholders or disinterested directors or otherwise, and a corporation may maintain insurance on behalf of any person who is or was a director, officer, employee or agent against liabilities for which indemnification is not expressly provided by the Illinois Business Corporation Act. Abbott's directors and officers are insured under a directors and officers liability insurance policy maintained by Abbott.

Item 16. Exhibits.

A list of exhibits filed herewith or incorporated by reference is contained in the Exhibit Index which is incorporated herein by reference.

Item 17. Undertakings.

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

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- (5) That, for purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (6) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (7) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant, pursuant to the provisions referred to in Item 15, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the County of Lake, State of Illinois, on September 25, 2003.

ABBOTT LABORATORIES

By: /s/ MILES D. WHITE

Miles D. White
Chairman of the Board and Chief Executive Officer

Each person whose signature appears below on this registration statement hereby constitutes and appoints Jose M. de Lasa and Thomas C. Freyman and each of them, with full power to act without the other, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities (unless revoked in writing), to sign any and all amendments to the Registrant's Form S-3 registration statement and any Registration Statement or amendment under Rule 462(b) under the Securities Act, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might and could do in person, hereby ratifying and confirming all that such attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on September 25, 2003.

/s/ MILES D. WHITE

Miles D. White
Chairman of the Board, Chief Executive Officer, and Director

/s/ RICHARD A. GONZALEZ

Richard A. Gonzalez
President and Chief Operating Officer,
Medical Products Group, and
Director

/s/ JEFFREY M. LEIDEN

Jeffrey M. Leiden, M.D., Ph.D.
President and Chief Operating Officer,
Pharmaceutical Products Group, and Director

/s/ THOMAS C. FREYMAN

Thomas C. Freyman
Senior Vice President, Finance and Chief
Financial Officer
(principal financial officer)

/s/ GREG W. LINDER

Greg W. Linder
Vice President and Contoller
(principal accounting officer)

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/s/ ROXANNE S. AUSTIN

Roxanne S. Austin
Director

/s/ H. LAURANCE FULLER

H. Laurance Fuller
Director

/s/ JACK M. GREENBERG

Jack M. Greenberg
Director

/s/ DAVID A. L. OWEN

David A. L. Owen
Director

/s/ BOONE POWELL, JR.

Boone Powell, Jr.
Director

/s/ A. BARRY RAND

A. Barry Rand
Director

/s/ W. ANN REYNOLDS

W. Ann Reynolds, Ph.D.
Director

/s/ ROY S. ROBERTS

Roy S. Roberts
Director

/s/ WILLIAM D. SMITHBURG

William D. Smithburg
Director

/s/ JOHN R. WALTER

John R. Walter
Director

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EXHIBIT INDEX

Exhibit Number	Description
4.1	Indenture, dated as of February 9, 2001, between Abbott Laboratories and Bank One Trust Company, N.A. (including form of Security) (filed as an exhibit to Abbott Laboratories' Registration Statement on Form S-3 filed on February 12, 2001 (File No. 333-55446) and incorporated herein by reference)
5.1	Opinion of Jose M. de Lasa
23.1	Consent of Deloitte & Touche LLP
23.2	Consent of Deloitte & Touche LLP
23.3	Consent of Jose M. de Lasa (included in the opinion filed as Exhibit 5.1 to this registration statement)
24.1	Power of Attorney (included on signature page of this registration statement)
25.1	Statement of Eligibility of Bank One Trust Company, N.A. on Form T-1

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September 25, 2003

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois 60064-3500

Re: DEBT SECURITIES

Ladies and Gentlemen:

I am Senior Vice President, Secretary and General Counsel of Abbott Laboratories, an Illinois corporation (the "Company"), and have advised the Company in connection with the proposed issuance from time to time of up to \$1,500,000,000 aggregate amount of the Company's debt securities (the "Debt Securities").

The Debt Securities are to be issued under the Company's indenture (the "Indenture"), to Bank One Trust Company, N.A. ("Bank One"), as trustee, with certain terms of the Debt Securities to be established by certain officers of the Company who have been authorized by its Board of Directors to do so, as part of the corporate action taken and to be taken (the "Corporate Proceedings") relating to the issuance of the Debt Securities. I, or members of my staff, have examined or are otherwise familiar with the Restated Articles of Incorporation of the Company, as amended, the By-Laws of the Company, as amended, the registration statement pursuant to which the Debt Securities are to be registered under the Securities Act of 1933, the Corporate Proceedings and such other documents, records and instruments as I have deemed necessary for the purposes of this opinion.

Based on the foregoing, it is my opinion that, assuming the proper execution of it by all required signatories other than the Company, the Indenture will be a valid and binding instrument and, upon the completion of the Corporate Proceedings and the authentication, sale, and delivery of the Debt Securities, the Debt Securities shall be legal, valid, and binding obligations of the Company, entitled to the benefits of the Indenture, including such terms as are established pursuant to the Corporate Proceedings, in accordance with the respective terms thereof (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity).

I hereby consent to the filing of this opinion as an exhibit to the registration statement and to the reference to me under the caption "Legal Opinions" in the registration statement. I am admitted to practice law in the State of Illinois and I express no opinions as to matters under or involving any laws other than the laws of the State of Illinois and the federal laws of the United States of America.

Very truly yours,

Jose M. de Lasa

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[EXHIBIT 5.1](#)

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EXHIBIT 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Abbott Laboratories on Form S-3 related to \$1,500,000,000 of debt securities of our reports dated January 15, 2003, relating to the consolidated financial statements of Abbott Laboratories and subsidiaries as of and for the year ended December 31, 2002 (which reports express unqualified opinions and include explanatory paragraphs relating to the application of procedures relating to certain disclosures of financial statement amounts related to the 2001 and 2000 financial statements that were audited by other auditors who have ceased operations and for which we have expressed no opinion or other form of assurance other than with respect to such disclosures) appearing in the Annual Report on Form 10-K of Abbott Laboratories for the year ended December 31, 2002. We also consent to the reference to us under the heading "Experts" in the registration statement.

DELOITTE & TOUCHE LLP
Chicago, Illinois
September 25, 2003

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[EXHIBIT 23.1](#)

[INDEPENDENT AUDITORS' CONSENT](#)

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Abbott Laboratories on Form S-3 related to \$1,500,000,000 of debt securities of our reports dated January 15, 2003, relating to the consolidated financial statements and related financial statement schedule of TAP Pharmaceutical Products Inc. and subsidiaries as of and for the year ended December 31, 2002 appearing in the Annual Report on Form 10-K of Abbott Laboratories for the year ended December 31, 2002. We also consent to the reference to us under the heading "Experts" in the registration statement

DELOITTE & TOUCHE LLP
Chicago, Illinois
September 25, 2003

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[EXHIBIT 23.2](#)

[INDEPENDENT AUDITORS' CONSENT](#)

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY
OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION

(Exact name of trustee as specified in its charter)

A National Banking Association

31-0838515

(I.R.S. employer identification number)

**100 East Broad Street
Columbus, Ohio**

43271-0181

(Zip Code)

(Address of principal executive offices)

**Bank One Trust Company, National Association
1 Bank One Plaza, 20th Floor, Mail Code IL1-0120
Chicago, Illinois 60670-0120**

Attn: Christopher Holly, Law Department (312) 732-1643
(Name, address and telephone number of agent for service)

ABBOTT LABORATORIES

(Exact name of obligor as specified in its charter)

Illinois

(State or other jurisdiction of incorporation or organization)

36-0698440

(IRS Employer Identification No.)

**100 Abbott Park Road
Abbott Park, Illinois**

60064-3500

(Zip Code)

(Address of principal executive offices)

Debt Securities

(Title of Indenture Securities)

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of Currency, Washington, D.C.; Federal Deposit Insurance Corporation, Washington, D.C.; The Board of Governors of the Federal Reserve System, Washington D.C.

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations With the Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

No such affiliation exists with the trustee.

Item 16. List of exhibits.

List below all exhibits filed as a part of this Statement of Eligibility.

1. A copy of the articles of association of the trustee now in effect.
2. A copy of the certificates of authority of the trustee to commence business.
3. A copy of the authorization of the trustee to exercise corporate trust powers.
4. A copy of the existing by-laws of the trustee.
5. Not Applicable.
6. The consent of the trustee required by Section 321(b) of the Act.
7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
8. Not Applicable.
9. Not Applicable.

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Bank One Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this Statement of Eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Chicago and State of Illinois, on the 15th, day of September 2003.

Bank One Trust Company, National Association, Trustee

By: /s/ CHRISTOPHER HOLLY

Christopher Holly
Vice President

EXHIBIT 1

A COPY OF THE ARTICLES OF ASSOCIATION OF THE
TRUSTEE NOW IN EFFECT

AMENDED AND RESTATED
ARTICLES OF ASSOCIATION

of
BANK ONE TRUST COMPANY, National Association

FIRST. The title of this Association shall be BANK ONE TRUST COMPANY, National Association.

SECOND. The main office of the Association shall be in the City of Columbus, County of Franklin, State of Ohio.

The business of the Association will be limited to the fiduciary powers and the support of activities incidental to the exercise of those powers. The Association will not expand or alter its business beyond that stated in this article without the prior approval of the Comptroller of the Currency.

THIRD. The Board of Directors of this Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full Board of Directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the Association, or of a holding company owning the Association, with an aggregate par, fair market or equity value of not less than \$1,000, as of either (i) the date of purchase, (ii) the date the person became a director, or (iii) the date of that person's most recent election to the Board of Directors, whichever is more recent. Any combination of common or preferred stock of the Association or holding company may be used.

Any vacancy in the Board of Directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The Board of Directors may not increase the number of directors between meetings of shareholders to a number which: (1) exceeds by more than two the number of directors last elected by shareholders where the number was 15 or less; or (2) exceeds by more than four the number of directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25.

Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office.

Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the Board of Directors, without voting power or power of final decision in matters concerning the business of the Association, may be appointed by resolution of a majority of the full Board of Directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory

directors shall not be counted to determine the number of directors of the Association or the presence of a quorum in connection with any board action, and shall not be required to own qualifying shares.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the Board of Directors may designate, on the day of each year specified therefor in the Bylaws or, if that day falls on a legal holiday in the state in which the Association is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the Board of Directors or, if the directors fail to fix the

day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases at least 10 days advance notice of the meeting shall be given to the shareholders by first class mail.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares such shareholder owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by such shareholder. If the issuance of preferred stock with voting rights has been authorized by a vote of shareholders owning a majority of the common stock of the association, preferred shareholders will have cumulative voting rights and will be included within the same class as common shareholders, for purposes of elections of directors.

A director may resign at any time by delivering written notice to the Board of Directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause, provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

FIFTH. The authorized amount of capital stock of this Association shall be eighty thousand shares of common stock of the par value of ten dollars (\$10.00) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States.

No holder of shares of the capital stock of any class of the Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued or sold, nor any right of subscription to any thereof other than such, if any, as the Board of Directors, in its discretion, may from time to time determine and at such price as the Board of Directors may from time to time fix.

Unless otherwise specified in the Articles of Association or required by law, (1) all matters requiring shareholder action, including amendments to the Articles of Association, must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class on any matters requiring shareholder approval. If a proposed amendment would affect two or more classes or series in the same or a substantially similar way, all the classes or series so affected must vote together as a single voting group on the proposed amendment.

Shares of the same class or series may be issued as a dividend on a pro rata basis and without consideration. Shares of another class or series may be issued as share dividends in respect of a class or series of stock if approved by a majority of the votes entitled to be cast by the class or series to be issued unless there are no outstanding shares of the class or series to be issued. Unless otherwise provided by the Board of Directors, the record date for determining shareholders entitled to a share dividend shall be the date the Board of Directors authorizes the share dividend.

Unless otherwise provided in the Bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

If a shareholder is entitled to fractional shares pursuant to preemptive rights, a stock dividend, consolidation or merger, reverse stock split or otherwise, the Association may: (a) issue fractional shares or; (b) in lieu of the issuance of fractional shares, issue script or warrants entitling the holder to

receive a full share upon surrendering enough script or warrants to equal a full share; (c) if there is an established and active market in the Association's stock, make reasonable arrangements to provide the shareholder with an opportunity to realize a fair price through sale of the fraction, or purchase of the additional fraction required for a full share; (d) remit the cash equivalent of the fraction to the shareholder; or (e) sell full shares representing all the fractions at public auction or to the highest bidder after having solicited and received sealed bids from at least three licensed stock brokers, and distribute the proceeds pro rata to shareholders who otherwise would be entitled to the fractional shares. The holder of a fractional share is entitled to exercise the rights for shareholder, including the right to vote, to receive dividends, and to participate in the assets of the Association upon liquidation, in proportion to the fractional interest. The holder of script or warrants is not entitled to any of these rights unless the script or warrants explicitly provide for such rights. The script or warrants may be subject to such additional conditions as: (1) that the script or warrants will become void if not exchanged for full shares before a specified date; and (2) that the shares for which the script or warrants are exchangeable may be sold at the option of the Association and the proceeds paid to scripsholders.

The Association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders. Obligations classified as debt, whether or not subordinated, which may be issued by the Association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The Board of Directors shall appoint one of its members president of this Association, and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the Association, and such other officers and employees as may be required to transact the business of this Association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors in accordance with the Bylaws.

The Board of Directors shall have the power to:

- (1) Define the duties of the officers, employees, and agents of the Association.
 - (2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Association.
 - (3) Fix the compensation and enter into employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.
 - (4) Dismiss officers and employees.
 - (5) Require bonds from officers and employees and to fix the penalty thereof.
 - (6) Ratify written policies authorized by the Association's management or committees of the board.
 - (7) Regulate the manner in which any increase or decrease of the capital of the Association shall be made, provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the association in accordance with law, and nothing shall raise or lower from two-thirds the percentage for shareholder approval to increase or reduce the capital.
 - (8) Manage and administer the business and affairs of the Association.
 - (9) Adopt initial Bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the Association.
 - (10) Amend or repeal Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to shareholders.
-
- (11) Make contracts.
 - (12) Generally perform all acts that are legal for a Board of Directors to perform.

SEVENTH. The Board of Directors shall have the power to change the location of the main office of this Association to any other place within the limits of the City of Columbus, State of Ohio, without the approval of the shareholders; and shall have the power to change the location of the main office of this Association to any other place outside the limits of the City of Columbus, State of Ohio, but not more than thirty miles beyond such limits, with the affirmative vote of shareholders owning two-thirds of the stock of the Association, subject to receipt of a certificate of approval from the Comptroller of the Currency. The Board of Directors shall have the power to establish or change the location of any branch or branches of the Association to any other location permitted under applicable law without the approval of the shareholders, subject to approval by the Office of the Comptroller of the Currency. The Board of Directors shall have the power to establish or change the location of any nonbranch office or facility of the Association without the approval of the shareholders.

EIGHTH. The corporate existence of this Association shall continue until termination according to the laws of the United States.

NINTH. The Board of Directors of this Association, or any shareholders owning, in the aggregate, not less than 20 percent of the stock of this Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of this Association. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be effected at a duly called annual or special meeting.

TENTH. The Association shall provide indemnification as set forth below:

Every person who is or was a Director, officer or employee of the Association or of any other corporation which he served as a Director, officer or employee at the request of the Association as part of his regularly assigned duties may be indemnified by the Association in accordance with the provisions of this Article against all liability (including, without limitation, judgments, fines, penalties, and settlements) and all reasonable expenses (including, without limitation, attorneys' fees and investigative expenses) that may be incurred or paid by him in connection with any claim, action, suit or proceeding, whether civil, criminal or administrative (all referred to hereafter in this Article as "Claims") or in connection with any appeal relating thereto in which he may become involved as a party or otherwise or with which he may be threatened by reason of his being or having been a Director, officer or employee of the Association or such other corporation, or by reason of any action taken or omitted by him in his capacity as such Director, officer or employee, whether or not he continues to be such at the time such liability or expenses are incurred; *provided* that nothing contained in this Article shall be construed to permit indemnification of any such person who is adjudged guilty of, or liable for, willful misconduct, gross neglect of duty or criminal acts, unless, at the time such indemnification is sought, such indemnification in such instance is permissible under applicable law and regulations, including published rulings of the Comptroller of the Currency or other appropriate supervisory or regulatory authority; and *provided further* that there shall be no indemnification of Directors, officers, or employees against expenses, penalties, or other payments incurred in an administrative proceeding or action instituted by an appropriate regulatory agency which proceeding or action results in a final order assessing civil money penalties or requiring affirmative action by an individual or individuals in the form of payments to the Association.

Every person who may be indemnified under the provisions of this Article and who has been wholly successful on the merits with respect to any Claim shall be entitled to indemnification as of right. Except as provided in the preceding sentence, any indemnification under this Article shall be at the sole discretion of the Board of Directors and shall be made only if the Board of Directors or the Executive Committee acting by a quorum consisting of Directors who are not parties to such Claim

shall find or if independent legal counsel (who may be the regular counsel of the Association) selected by the Board of Directors or Executive Committee whether or not a disinterested quorum exists shall render their opinion that in view of all of the circumstances then surrounding the Claim, such indemnification is equitable and in the best interests of the Association. Among the circumstances to be taken into consideration in arriving at such a finding or opinion is the existence or non-existence of a contract of insurance or indemnity under which the Association would be wholly or partially reimbursed for such indemnification, but the existence or non-existence of such insurance is not the sole circumstance to be considered nor shall it be wholly determinative of whether such indemnification shall be made. In addition to such finding or opinion, no indemnification under this Article shall be made unless the Board of Directors or the Executive Committee acting by a quorum consisting of Directors who are not parties to such Claim shall find or if independent legal counsel (who may be the regular counsel of the Association) selected by the Board of Directors or Executive Committee whether or not a disinterested quorum exists shall render their opinion that the Directors, officer or employee acted in good faith in what he reasonably believed to be the best interests of the Association or such other corporation and further in the case of any criminal action or proceeding, that the Director, officer or employee reasonably believed his conduct to be lawful. Determination of any Claim by judgment adverse to a Director, officer or employee by settlement with or without Court approval or conviction upon a plea of guilty or of *nolo contendere* or its equivalent shall not create a presumption that a Director,

officer or employee failed to meet the standards of conduct set forth in this Article. Expenses incurred with respect to any Claim may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking satisfactory to the Association by or on behalf of the recipient to repay such amount unless it is ultimately determined that he is entitled to indemnification under this Article.

The rights of indemnification provided in this Article shall be in addition to any rights to which any Director, officer or employee may otherwise be entitled by contract or as a matter of law. Every person who shall act as a Director, officer or employee of this Association shall be conclusively presumed to be doing so in reliance upon the right of indemnification provided for in this Article.

ELEVENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount. The Association's Board of Directors may propose one or more amendments to the Articles of Association for submission to the shareholders.

EXHIBIT 2

A COPY OF THE CERTIFICATE OF AUTHORITY OF THE TRUSTEE TO COMMENCE BUSINESS

CERTIFICATE

I, John D. Hawke, Jr., Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq., as amended, 12 U.S.C. 1, et seq., as amended, has possession, custody and control of all records pertaining to the chartering of all National Banking Associations.
2. "Bank One Trust Company, National Association," Columbus, Ohio, (Charter No. 16235) is a National Banking Association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this Certificate.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the Treasury Department in the City of Washington and District of Columbia, this 25th day of July, 2001.

/s/ JOHN D. HAWKE, JR.

Comptroller of the Currency

EXHIBIT 3

A COPY OF THE AUTHORIZATION OF THE TRUSTEE TO EXERCISE CORPORATE TRUST POWERS

CERTIFICATE

I, John D. Hawke, Jr., Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq., as amended, 12 U.S.C. 1, et seq., as amended, has possession, custody and control of all records pertaining to the chartering of all National Banking Associations.
2. "Bank One Trust Company, National Association," Columbus, Ohio, (Charter No. 16235) was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 U.S.C. 92a, and that the authority so granted remains in full force and effect on the date of this Certificate.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the Treasury Department in the City of Washington and District of Columbia, this 25th day of July, 2001.

/s/ JOHN D. HAWKE, JR.

Comptroller of the Currency

EXHIBIT 4

A COPY OF THE EXISTING BY-LAWS OF THE TRUSTEE BY-LAWS

OF

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION

AS AMENDED AND RESTATED JULY 20, 2001

BY-LAWS

OF

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION

ARTICLE I

CORPORATE GOVERNANCE

To the extent not inconsistent with applicable Federal banking statutes or regulations, or safe and sound banking practices, the Bank shall follow the corporate governance procedures of the Delaware General Corporation Law, as amended.

ARTICLE II

SHAREHOLDERS

SECTION 1. *Annual Meeting.* The regular annual meeting of shareholders of the Bank to elect directors and to transact whatever other business may properly come before the meeting shall be held in its main office on the third Tuesday in February if not a legal holiday under the Laws of Ohio, and if a legal holiday, then on the next business day following, at 11:30 A.M., or on such other date and time as shall be designated by the Board of Directors. If, for any cause, the annual election of directors should not be held on that date, the Board shall order the election to be held on some subsequent day, of which special notice shall be given.

SECTION 2. *Judges of Election.* To the extent required by law, the Board of Directors shall, prior to the time of the election of directors, appoint three persons to be Judges of Election, who shall hold and conduct the same, and who shall, after the election has been held, certify under their hands to the Secretary of the Bank the result thereof and the names of the directors-elect.

SECTION 3. *Notice to Directors-Elect.* The Secretary upon receiving the Certificate of the Judges of Election as aforesaid, shall cause the same to be recorded upon the minute book of the Bank, and shall notify the directors-elect of their election and of the time at which they are required to meet at the main office of the Bank for the purpose of organizing the new Board. If at the time fixed for the meeting of the directors-elect there should not be a quorum present, the members present may adjourn from time to time until a quorum is obtained.

SECTION 4. *Special Meetings.* Special meetings of the shareholders may be called in accordance with Article NINTH of the Bank's Articles of Association.

SECTION 5. *Record Date.* The Board of Directors may fix in advance a day not more than sixty (60) or less than ten (10) days prior to the date of holding any regular or special meeting of shareholders as the day as of which shareholders entitled to notice of and to vote at such meeting shall be determined.

SECTION 6. *Notice.* The Bank shall mail notice of any meeting of shareholders at least 10 days prior to the meeting by first class mail, unless the Office of the Comptroller of the Currency determines that an emergency circumstance exists. If the Bank is a wholly-owned subsidiary of a company, the sole shareholder may waive notice of the shareholder's meeting.

SECTION 7. *Consent of Shareholders in Lieu of Annual or Special Meeting.* Unless otherwise restricted by law or the Articles of Association, any action which may be taken at any annual or special shareholder meeting may be taken without a meeting, without prior notice and without a vote, if written consent setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who did not give written consent.

SECTION 8. *Minutes.* The proceedings of shareholders at all regular and special meetings or by written consent in lieu of a meeting shall be recorded in the minute book, together with the Articles of Association of the Bank and the returns of the Judges of Election. The minutes of each meeting shall be signed by the Presiding Officer, and attested by the Secretary, or other officer of the Bank acting in place of the Secretary.

ARTICLE III

DIRECTORS

SECTION 1. *Authority.* The Board of Directors shall have the power to manage and administer the business and affairs of the Bank. Except as expressly limited by law, all corporate powers of the Bank shall be vested in and may be exercised by the Board of Directors.

SECTION 2. *Number.* The Board of Directors shall at all times consist of not less than five nor more than twenty-five individuals. The exact number within such minimum and maximum limits shall be fixed and determined from time to time by resolution of a majority of the full Board of Directors or by resolution of the shareholders at any meeting thereof; provided, however, that the Board of Directors may not increase the number of directors to a number which: (1) exceeds by more than two the number of directors last elected by shareholders where such number was fifteen or less; or (ii) exceeds by more than four the number of directors last elected by shareholders where such number was sixteen or more, but in no event shall the number of directors exceed twenty-five.

SECTION 3. *Term of Office.* Each director shall hold office from the date of his election or appointment until the next annual shareholder meeting. Any director ceasing to be the owner of the amount of stock required by law or in any other manner becoming disqualified shall thereupon vacate his office as director.

SECTION 4. *Compensation.* The Board of Directors may provide that a reasonable fee be paid to any of its members or to the members of any duly authorized committee for services rendered. No such payment shall preclude any director from serving the Bank in any other capacity and receiving compensation therefor.

SECTION 5. *Regular Meetings.* Regular meetings of the Board of Directors shall be held on such dates, times and locations as determined by the Chairman of the Board and communicated in writing to the directors.

SECTION 6. *Special Meetings.* Special meetings of the Board of Directors may be called by the Chairman of the Board or the President. Such meetings shall be held at such times and at such places as shall be determined by the officer calling the meeting. Notice of any special meeting of directors shall be given to each director at the director's business or residence in writing by hand delivery, first-class or overnight mail or courier service, telegram or facsimile transmission, or orally by telephone. If mailed by first-class mail, such notice shall be deemed adequately delivered when deposited in the United States mail so addressed, with postage thereon

prepaid, at least two (2) days before such meeting. If by telegram, overnight mail or courier service, such notice shall be deemed adequately delivered when the telegram is delivered to the telegraph company or the notice is delivered to the overnight mail or courier service company at least twenty-four (24) hours before such meeting. If by facsimile transmission, such notice shall be deemed adequately delivered when the notice is transmitted at least twelve (12) hours before such meeting. Such notice need not state the purposes of the meeting.

Any or all directors may waive notice of any meeting, either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when the director attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 7. *Quorum; Majority Vote.* A quorum of directors shall be required to transact business at any regular or special meeting of the Board of Directors. A majority of the directors shall constitute a quorum. Each director shall be entitled to one vote. A vote by a majority of the directors present at any regular or special meeting of the Board of Directors at which a quorum is present shall be required to approve any matter or proposal at any such meeting.

SECTION 8. *Vacancies.* When any vacancy occurs in the Board of Directors, a majority of the remaining members of the Board, according to the laws of the United States, may appoint a director to fill such vacancy at any regular meeting of the Board of Directors, or at a special meeting called for that purpose at which a quorum is present, or if the directors remaining in office constitute fewer than a quorum of the Board of Directors, by the affirmative vote of a majority of all the directors remaining in office, or by shareholders at a special meeting called for that purpose. At any such shareholder meeting, each shareholder entitled to vote shall have the right to multiply the number of votes he or she is entitled to cast by the number of vacancies being filled and cast the product for a single candidate or distribute the product among two or more candidates. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

SECTION 9. *Presiding Officer.* The Chairman of the Board shall preside at all meetings of the Board of Directors at which he is present. In the absence of the Chairman of the Board, the President shall perform the duties of the Chairman of the Board and shall preside at the meetings of the Board of Directors. In the absence of the Chairman of the Board and the President, the Vice Chairman of the Board (or in the event there be more than one Vice Chairman of the Board, the Vice Chairmen of the Board in the order designated, or in the absence of any designation, then in the order of their election) shall perform their duties and shall preside at the meetings of the Board of Directors.

SECTION 10. *Minutes of Meeting.* The Secretary to the Board of Directors shall take minutes at any regular or special meeting of the Board of Directors. If the Secretary is not present at any such meeting, the Chairman of the Board may designate a secretary pro tem to take minutes at the meeting. The Secretary or secretary pro tem shall record the actions and proceedings at each regular or special meeting of the Board of Directors as minutes of the meeting and shall maintain such minutes in a minute book of proceedings of such meetings of the Board of Directors. Minutes of each such meeting shall be signed by the presiding officer and secretary of each meeting.

SECTION 11. *Participation in Meetings by Telephone* Unless otherwise restricted by law or the Articles of Association, members of the Board of Directors, or of any committee thereof, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment which allows each person participating in the meeting to hear each other. Participation in such a meeting shall constitute presence in person at such meeting.

SECTION 12. *Consent of Directors in Lieu of Meeting.* Unless otherwise restricted by law or the Articles of Association, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

SECTION 13. *Committees.* The Board of Directors may, by resolution passed by a majority of the entire Board, designate one or more committees, each committee to consist of two or more of the Directors of the Bank. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Bank, and

may authorize the seal of the Bank to be affixed to all papers which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. As used in these By-Laws, "entire Board" means the total number of Directors the Bank would have if there were no vacancies.

There may be an Executive Committee composed and created as the Board of Directors may designate by resolution passed by a majority of the entire Board. During intervals between the regular meetings of the Board of Directors, the Executive Committee, to the extent permitted by law, the Articles of Association of the Bank and the By-Laws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Bank.

Unless otherwise provided by the Board of Directors, a majority of the members of any committee appointed by the Board of Directors pursuant to this Section shall constitute a quorum at any meeting thereof and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of such committee. Any such committee shall, subject to any rules prescribed by the Board of Directors, prescribe its own rules for calling, giving notice of and holding meetings and its method of procedure at such meetings and shall keep a written record of all action taken by it. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

ARTICLE IV

OFFICERS

SECTION 1. *Officer Titles.* The officers of the Bank shall include a Chairman of the Board and a President and may include one or more Vice Chairmen of the Board, Executive Vice Presidents, Senior Vice Presidents, First Vice Presidents, Vice Presidents and Assistant Vice Presidents, a General Auditor, a General Counsel, a Secretary, and such other officers as may be appropriate for the prompt and orderly transaction of the business of the Bank. Individuals appointed as Chairman of the Board, President, and Vice Chairman of the Board must be members of the Board. The same person may hold any two or more offices. The Chairman of the Board or the President shall have such authority to establish officer titles as from time to time delegated by the Board of Directors and to delegate such authority further to other officers of the Bank. Other officers may be designated by the Secretary as Assistant Secretary to perform the duties of the Secretary.

SECTION 2. *Executive Management.* The Chairman of the Board or the President, as determined by the Board of Directors, shall be the chief executive officer of the Bank. In case of the death or disability of the Chairman of the Board, his powers shall be exercised and his duties discharged by the President. In the event of the

death or disability of the Chairman of the Board and the President, the Vice Chairman of the Board (or in the event there be more than one Vice Chairman of the Board, the Vice Chairmen of the Board in the order designated, or in the absence of any designation, then in the order of their election) shall exercise the powers and discharge the duties of the Chairman of the Board.

SECTION 3. *Election of Officers.* The Board of Directors of the Bank shall have authority to appoint the officers of the Bank. The Chairman of the Board or the President shall have such authority to appoint officers as from time to time delegated by the Board of Directors, and to delegate such authority further to other officers of the Bank.

SECTION 4. *Authority and Responsibility.* The authorities and responsibilities of all officers, in addition to those specifically prescribed herein, shall be those usually pertaining to their respective offices, or as may be designated by the Board of Directors or by the Chairman of the Board or by the President, or by any officer of the Bank designated by one of the foregoing.

SECTION 5. *Term of Office.* Officers shall be appointed for an indefinite term, and their employment may be terminated or they may be removed from office at any time. The Board of Directors shall have authority to terminate or remove officers of the Bank. The Chairman of the Board or the President shall have such authority to terminate or remove officers as from time to time delegated by the Board of Directors, and to delegate such authority further to other officers of the Bank.

SECTION 6. *Surety.* All officers and employees of the Bank who shall be responsible for any moneys, funds or valuables of the Bank shall give bond, or be covered by a blanket bond, in such penal sum and with such security as shall be approved by the Board, conditioned for the faithful and honest discharge of their duties as such officers or employees and that they will faithfully apply and account for all such moneys, funds and valuables and deliver the same on proper demand to the order of the Board of the Bank, or to the person or persons authorized to receive the same.

ARTICLE V

SEAL

SECTION 1. *Description.* The following is a description of the Seal adopted by the Board of the Bank:

An inner circle with the word "CORPORATE" over the word "SEAL"; the whole surrounded with the words, "BANK ONE TRUST COMPANY, NA."

SECTION 2. *Attestation.* Any instrument which is executed for and on behalf of the Bank by its duly authorized officers may, when necessary, be attested and sealed with the corporate seal by any officer of the Bank other than the officer who executes such instrument on behalf of the Bank.

ARTICLE VI

TRANSFERS OF REAL ESTATE

Any Vice President or higher ranking officer shall have authority on behalf of and in the name of the Bank, to execute any document or instrument and to take action which may be necessary or appropriate to purchase, convey, lease, or otherwise affect any real estate or interest in real estate owned or to be owned by the Bank; provided, however, any document or instrument purchasing, conveying or leasing real estate used or to be used by the Bank as banking facilities must be executed by a Senior Vice President or higher ranking officer, or any other officer designated by any of the foregoing. Any Assistant Vice President or higher ranking officer shall have authority to execute and deliver on behalf of and in the name of the Bank, releases of mortgages or trust deeds.

ARTICLE VII

STOCK AND STOCK CERTIFICATES

SECTION 1. *Increase of Stock.* In the event of any increase in the capital stock of the Bank the preemptive rights of the shareholders in respect of any such increased stock shall be as set forth in Article FIFTH of the Articles of Association.

Any warrants or certificates issuable to shareholders in connection with any increase of the capital stock of the Bank, shall be delivered to the respective shareholders entitled thereto, either by hand or by mail, first-class postage prepaid, addressed to their respective addresses as shown on the books of the Bank.

If, in the event of a sale of additional shares, any subscription rights shall not have been exercised at the expiration of the specified subscription period, such unsubscribed new shares may be issued and sold at such price, not less than the par value thereof, to such persons and on such terms as the Board of Directors may determine.

SECTION 2. *Transfers of Stock.* The stock of the Bank shall be assignable only upon the books of the Bank, subject to the restrictions of the Act, and a transfer book shall be kept in which all assignments and transfers of stock shall be made. Transfers of stock may be suspended preparatory to any election or payment of any dividends.

SECTION 3. *Certificates of Stock.* Certificates of stock signed by any Vice President or higher ranking officer and the Secretary or any Assistant Secretary may be issued to shareholders, and the Certificates shall state upon the face thereof that the stock is transferable only upon the books of the Bank. If such Certificates are manually countersigned by two other officers of the Bank, the signatures of the officers designated in the preceding sentence may be facsimiles, engraved or printed. In case any officer who has signed or whose facsimile signature has been placed upon such Certificates shall have ceased to be such officer before such Certificates are issued, they may be issued by the Bank with the same effect as if such officer had not ceased to be such at the date of issue.

In case of transfer of stock, new Certificates of stock shall not be issued until other Certificate or Certificates of stock of an equal amount shall first have been surrendered and cancelled.

Any one of the following officers of the Bank: the Chairman of the Board, the President, or any Vice Chairman of the Board is each hereby authorized to cause new Certificates of stock of the Bank to be issued to replace Certificates reported to have been lost, stolen or destroyed, upon receipt of: (a) appropriate affidavit or affidavits setting forth whether the Certificates were lost, stolen or destroyed and the circumstances thereof, and (b) a bond or bonds (blanket or otherwise) or an agreement or agreements of indemnity, sufficient in the opinion of any of such officers to protect the interests of the Bank issuing such new Certificates.

ARTICLE VIII

BANKING HOURS

The Bank shall be open for business during such days of the year and for such hours as the Board of Directors or any officer of the Bank designated by the Board of Directors may from time to time determine.

ARTICLE IX

CONTRACTS, CERTIFICATES OF DEPOSIT AND NOTES

SECTION 1. *Execution of Contracts.* Any officer of the bank and such other persons as may be authorized by the Board of Directors are severally and respectively authorized to execute documents and to take action in the Bank's name in connection with any and all transactions conducted in the ordinary course of business of the Bank. Such officers and other persons are also authorized to execute and deliver various forms of documents or agreements necessary to effectuate certain investment strategies for various fiduciary or custody customers of the Bank, including, without limitation, exchange funds, options, both listed and over-the-counter, commodities trading, futures trading, hedge funds, limited partnerships, venture capital funds, swap or collar transactions and other similar investment vehicles for which the Bank now or in the future may deem appropriate for investment or fiduciary customers or in which non-fiduciary customers may direct investment by the Bank.

SECTION 2. *Notes.* Notwithstanding the foregoing, all notes evidencing obligations of the Bank shall be signed either manually or by facsimile signature by any officer of the Bank, and, if such signature is not a manual signature, shall be validated by the manual signature of another officer of the Bank whose signature does not already appear on said note or by the authorized officers of corporate fiduciaries or agents with whom the Board of Directors may from time to time by resolution authorize the officers of the Bank to contract for services in connection with the validation and delivery of notes issued by the Bank.

ARTICLE X

VOTING RIGHTS

The vote of the Bank as stockholder in any corporation in which it may hold stock or upon any securities carrying voting rights which it shall have the right to vote in its individual capacity as a Bank, shall be cast at any stockholders' or shareholders' meeting by any Vice President or higher ranking officer, or the Secretary, in person, or by some person or persons authorized by written proxy signed by one of said officers.

In all cases where shares of stock or other securities carrying voting rights and owned by the Bank shall be held in the name of a nominee of the Bank, any Vice President or higher ranking officer, or the Secretary, may authorize such nominee to vote such stock or other securities in person, either unconditionally or upon such terms, limitations, or conditions as such officer may direct, or any such officer may authorize such nominee to execute a proxy to vote such shares of stock or other securities carrying voting rights, either unconditionally or upon such terms, conditions and/or limitations as such officer shall approve.

ARTICLE XI

EXAMINATIONS

If the Bank has a General Auditor, it shall be the duty of the Auditor to examine, from time to time, the various operations of the Bank, verify its assets and liabilities, and perform such other procedures as are required to determine that the accounting records are accurate and to ascertain whether the Bank is in a sound and solvent condition. Major discrepancies and defalcations shall be reported to the Board promptly and other reports shall be made directly to the Board when deemed appropriate either by the Auditor or the Board. In the event of the death, resignation, absence or inability of the Auditor, the Board of Directors shall appoint a competent person who shall make such examinations and reports, pending the election of a successor to the Auditor or the return of the Auditor to his duties.

ARTICLE XII

BONDS OF INDEMNITY

Bonds of indemnity given to secure the issuance of duplicate or substitute notes, bonds, stock certificates, checks, debentures or other securities which may have been lost, destroyed or stolen or to secure the payment of any such lost, destroyed or stolen securities or to secure the payment by the Bank of funds deposited by any public authorities, shall be executed by any Assistant Vice President or higher ranking officer, and, if required, sealed with the corporate seal and attested by some other officer of the Bank.

ARTICLE XIII

AUTHORITY TO SELL STOCKS, BONDS, ETC.

SECTION 1. *U.S. Obligations.* Any Assistant Vice President or higher ranking officer may at any time, in his discretion, sell, assign and transfer any and all United States bonds now standing, or which may hereafter stand, in the name of the Bank, and to appoint one or more attorneys for that purpose.

SECTION 2. *Other Obligations.* Any Assistant Vice President or higher ranking officer may at any time, in his discretion, sell, assign and transfer any and all notes, bonds, certificates of indebtedness or obligations of any corporation, firm or individual, which said notes, bonds, certificates of indebtedness or obligations are now registered, or may hereafter be registered, in the name of, or for the benefit of, the Bank, or are payable or indorsed to the Bank.

SECTION 3. *Stock.* Any Assistant Vice President or higher ranking officer may at any time in his discretion, sell, assign and transfer to any assignee or transferee, for and on behalf of the Bank and in its name, any and all shares of capital stock of any corporation or corporations held by the Bank.

ARTICLE XIV

FIDUCIARY ACTIVITIES

SECTION 1. *Authority to Sign as Registrar, Transfer Agent, etc.* Any officer of the Bank shall have the right to sign, countersign, certify, register, authenticate and identify all bonds, notes, interim certificates, and depositary receipts, warrants, participation certificates, certificates of stock and similar instruments for or in respect of which the Bank may be acting as Trustee, Registrar, Transfer Agent or otherwise.

SECTION 2. *Authority to Vote Stock.* The vote of the Bank as stockholder in any corporation or mutual fund in which it may hold capital stock in any fiduciary capacity, unless the governing instrument directs otherwise, may be voted by any officer of the Bank in person, electronically or by written proxy signed by one of said officers.

SECTION 3. *Authority to Sell, Assign and Transfer Stocks, etc.* Any officer of the Bank may sell, assign and transfer to any assignee or transferee for the Bank and in its name, any and all shares of the capital stock or other securities and obligations of any individual or entity held by the Bank in any fiduciary capacity, and sign and deliver any instruments with respect to any such items.

SECTION 4. *Authority to Sign Checks and Other Instruments.* Any officer of the Bank is authorized to sign for and on behalf of the Bank: checks against any account or accounts of any organizational unit of the Bank exercising fiduciary powers; petitions; schedules; accounts; reports; receipts for funds or securities deposited with the Bank as fiduciary and all instruments or documents that may be necessary or desirable in connection with the execution of any fiduciary powers of the Bank.

SECTION 5. *Delegation of Authority.* Anything in this Article XIV to the contrary notwithstanding, the Chairman of the Board or President is authorized to designate in writing such persons as shall be authorized in the name of the Bank to sign or countersign any or all of the documents and instruments enumerated in this Article XIV relating to transactions conducted in connection with the execution of any fiduciary powers of the Bank.

SECTION 6. *Corporate Powers.* The business of the Bank shall be to conduct fiduciary activities and to engage in such activities as are necessary, incident, or related to such business, and to exercise such fiduciary powers as are authorized by the Comptroller of the Currency.

ARTICLE XV

AMENDMENT OF BY-LAWS

These By-Laws may be changed or amended by the vote of a majority of the directors present at any regularly constituted meeting of the Board of Directors.

ARTICLE XVI

EMERGENCY OPERATION OF BANK

In the event of an emergency declared by the President of the United States or the person performing his functions, due to threatened or actual enemy attack or disaster, the officers and employees of the Bank will continue to conduct the affairs of the Bank under such guidance from the directors as may be available, except as to matters which by statute require specific approval of the Board of Directors, and subject to conformance with any governmental directives during the emergency.

ARTICLE XVII

DELEGATION OF AUTHORITY

Each of the Chairman of the Board, the President, any Vice Chairman of the Board and the Secretary of the Bank are severally and respectively authorized to designate in writing such persons who shall be authorized in the name and on behalf of the Bank to sign any document or instrument, including certificates of deposit and notes, and to take action which may be necessary or appropriate to the conduct of the Bank's business, in its individual capacity or any other capacity. Any such authorization to sign such document or instrument and to take any action may be general or limited as is determined in the discretion of the Chairman of the Board, the President, any Vice Chairman of the Board or the Secretary.

As amended April 24, 1991

Section 3.01 (Officers and Management Staff)

Section 3.02 (Chief Executive Officer)

Section 3.03 (Powers and Duties of Officers and Management Staff)

Section 3.05 (Execution of Documents)

As amended January 27, 1995

Section 2.04 (Regular Meetings)

Section 2.05 (Special Meetings)

Section 3.01(f) (Officers and Management Staff)

Section 3.03(e) (Powers and Duties of Officers and Management Staff)

Section 5.01 (Seal)

Amended and restated in its entirety effective May 1, 1996

As amended August 1, 1996

Section 2.09 (Trust Examining Committee)

Section 2.10 (Other Committees)

As amended October 16, 1997

Section 3.01 (Officers and Management Staff)

Section 3.02 (Powers and Duties of Officers and Management Staff)

As amended January 1, 1998

Section 1.01 (Annual Meeting)

As amended and restated in its entirety effective July 20, 2001**EXHIBIT 6****THE CONSENT OF THE TRUSTEE REQUIRED
BY SECTION 321(b) OF THE ACT**

September 15, 2003

Securities and Exchange Commission
Washington, D.C. 20549

Ladies and Gentlemen:

In connection with the qualification of an indenture between Abbott Laboratories and Bank One Trust Company, National Association, as Trustee, the undersigned, in accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, hereby consents that the reports of examinations of the undersigned, made by Federal or State authorities authorized to make such examinations, may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

Bank One Trust Company, National Association

By: /s/ CHRISTOPHER HOLLY

 Christopher Holly
 Vice President

EXHIBIT 7

Legal Title of Bank:	Bank One Trust Company, N.A.	Call Date: 03/31/03	State #: 391581	
Address:	100 East Broad Street		Cert #: 21377	Page RC-1
City, State Zip:	Columbus, OH 43271			

**Consolidated Report of Condition for Insured Commercial
and State-Chartered Savings Banks for March 31, 2003**

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding of the last business day of the quarter.

Schedule RC—Balance Sheet

			C300
		Dollar Amounts in thousands	
ASSETS			
1.	Cash and balances due from depository institutions (from Schedule RC-A):	RCON	
	a. Noninterest-bearing balances and currency and coin(1)	0081	173,766 1.a
	b. Interest-bearing balances(2)	0071	0 1.b
2.	Securities		
	a. Held-to-maturity securities (from Schedule RC-B, column A)	1754	0 2.a
	b. Available-for-sale securities (from Schedule RC-B, column D)	1773	119 2.b
3.	Federal funds sold and securities purchased under agreements to resell		
	a. Federal Funds Sold	B987	860,578
	b. Securities Purchased under agreements to resell (3)	B989	808,736 3.
4.	Loans and lease financing receivables: (from Schedule RC-C):	RCON	
	a. Loans and leases held for sale	5369	0 4.a
	b. Loans and leases, net of unearned income	B528	51,834 4.b
	c. LESS: Allowance for loan and lease losses	3123	433 4.c
	d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	B529	51,401 4.d
5.	Trading assets (from Schedule RC-D)	3545	0 5.
6.	Premises and fixed assets (including capitalized leases)	2145	13,537 6.
7.	Other real estate owned (from Schedule RC-M)	2150	0 7.
8.	Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M)	2130	0 8.
9.	Customers' liability to this bank on acceptances outstanding	2155	0 9.
10.	Intangible assets		
	a. Goodwill	3163	0 10.a
	b. Other intangible assets (from Schedule RC-M)	0426	6,246 10.b
11.	Other assets (from Schedule RC-F)	2160	209,160 11.
12.	Total assets (sum of items 1 through 11)	2170	1,988,092 12.

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Includes all securities resale agreements, regardless of maturity

Legal Title of Bank:	Bank One Trust Company, N.A.	Call Date: 03/31/03	State #: 391581	
Address:	100 East Broad Street		Cert #: 21377	Page RC-2
City, State Zip:	Columbus, OH 43271			

Schedule RC—Continued

Dollar Amounts in Thousands

LIABILITIES		<u>RCON</u>		
13.	Deposits:			
a.	In domestic offices (sum of totals of columns A and C from Schedule RC-E)	2200	1,708,409	13.a
	(1) Noninterest-bearing(1)	6631	1,240,694	13.a1
	(2) Interest-bearing	6636	467,715	13.a2
b.	Not applicable			
14.	Federal funds purchased and securities sold under agreements to repurchase			
a.	Federal funds purchased (2)	B993	0	14.a
b.	Securities sold under agreements to repurchase (3)	B995	0	14.b
5.	Trading Liabilities(from Schedule RC-D)	3548	0	15.
16.	Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	3190	0	16.
17.	Not applicable			
18.	Bank's liability on acceptances executed and outstanding	2920	0	18.
19.	Subordinated notes and debentures (2)	3200	0	19.
20.	Other liabilities (from Schedule RC-G)	2930	42,582	20.
21.	Total liabilities (sum of items 13 through 20)	2948	1,750,991	21.
22.	Minority interest in consolidated subsidiaries	3000	0	22.
EQUITY CAPITAL				
23.	Perpetual preferred stock and related surplus	3838	0	23.
24.	Common stock	3230	800	24.
25.	Surplus (exclude all surplus related to preferred stock)	3839	45,157	25.
26.	a. Retained earnings	3632	191,141	26.a
	b. Accumulated other comprehensive income (3)	B530	3	26.b
27.	Other equity capital components (4)	A130	0	27.
28.	Total equity capital (sum of items 23 through 27)	3210	237,101	28.
29.	Total liabilities, minority interest, and equity capital (sum of items 21, 22, and 28)	3300	1,988,092	29.

Memorandum

To be reported only with the March Report of Condition

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2000

	<u>RCON</u>	<u>Number</u>	<u>Number M.I.</u>
	6724	NA	
1=	Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank		
2=	Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)		
3=	Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)		
4=	Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)		
5=	Review of the bank's financial statements by external auditors		
6=	Compilation of the bank's financial statements by external auditors		
7=	Other audit procedures (excluding tax preparation work)		
8=	No external audit work		
(1)	Includes total demand deposits and noninterest-bearing time and savings deposits.		
(2)	Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "other borrowed money."		
(3)	Includes all securities repurchase agreements, regardless of maturity.		
(4)	Includes limited-life preferred stock and related surplus.		
(5)	Includes net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and minimum pension liability adjustments.		
(6)	Includes treasury stock and unearned Employee Stock Ownership Plan shares.		

QuickLinks

[EXHIBIT 25.1](#)

[Item 1. General Information.](#)

[Item 2. Affiliations With the Obligor.](#)

[Item 16. List of exhibits.](#)

[EXHIBIT 1](#)

[EXHIBIT 2](#)

[EXHIBIT 3](#)

[EXHIBIT 4](#)

[EXHIBIT 6](#)

[EXHIBIT 7](#)