

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the “principal,” you give the person whom you choose (your “agent”) authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. “Important Information for the Agent” at the end of this document describes your agent’s responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a “Health Care Proxy” to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

Offer to Exchange
Up to 170,000,000 Shares of Class A Common Stock of
MEAD JOHNSON NUTRITION COMPANY
which are owned by Bristol-Myers Squibb Company for
Outstanding Shares of Common Stock of
BRISTOL-MYERS SQUIBB COMPANY

IRREVOCABLE POWER OF ATTORNEY OF TENDERING STOCKHOLDER

BNY Mellon Shareowner Services LLC
480 Washington Boulevard
Attention: Michael Battista, 29th Floor
Jersey City, NJ 07310

Reference is made to the prospectus, dated November 16, 2009 (the "Prospectus"), the Letter of Transmittal and the Instruction Booklet to such Letter of Transmittal, which together constitute Bristol-Myers Squibb Company's ("BMS") offer to exchange up to 170,000,000 shares of class A common stock, par value \$0.01 per share (the "MJN common stock"), of Mead Johnson Nutrition Company ("MJN") for outstanding shares of BMS common stock, par value \$0.10 per share ("BMS common stock"), validly tendered and not validly withdrawn, upon the terms and subject to the conditions set forth herein and in the Prospectus (such transaction, the "exchange offer").

I, the undersigned stockholder of BMS, have tendered to BMS the shares of BMS common stock specified on the Letter of Transmittal submitted to BNY Mellon Shareowner Services LLC (the "Exchange Agent"). Upon the terms and subject to the conditions of the exchange offer, I hereby irrevocably appoint BMS' designees as my attorneys-in-fact and proxies, each with full power of substitution, to the full extent of my rights with respect to my shares of BMS common stock tendered and accepted for exchange by BMS and with respect to any and all other shares of BMS common stock and other securities issued or issuable in respect of the shares of BMS common stock on or after the expiration of the exchange offer. That appointment is effective when and only to the extent that BMS deposits the shares of MJN common stock for the shares of BMS common stock that I have tendered with the Exchange Agent. All such proxies shall be considered coupled with an interest in the tendered shares of BMS common stock and therefore shall not be revocable. Upon the effectiveness of such appointment, all prior proxies that I have given will be revoked and I may not give any subsequent proxies (and, if given, they will not be deemed effective). BMS' designees will, with respect to the shares of BMS common stock for which the appointment is effective, be empowered, among other things, to exercise all of my voting and other rights as they, in their sole discretion, deem proper. BMS reserves the right to require that, in order for shares of BMS common stock to be deemed validly tendered, immediately upon BMS'

IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

(1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;

(2) avoid conflicts that would impair your ability to act in the principal's best interest;

(3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;

(4) keep a record of all receipts, payments, and transactions conducted for the principal; and

(5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manner: (Principal's Name) by (Your Signature) as Agent, or (Your Signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

