

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

	)	
In re:	)	Chapter 11
	)	
MALLINCKRODT PLC, <i>et al.</i> ,	)	Case No. 20-12522 (JTD)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Re: Docket No. 7534, 7572, 7596 & 7598
	)	
	)	

NOTICE OF FILING OF REVISED OPIOID  
DEFERRED CASH PAYMENTS AGREEMENT  
AND SUBSIDIARY GUARANTEE AGREEMENT

PLEASE TAKE NOTICE that on May 30, 2022, the debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) filed the *Motion of Debtors for Entry of an Order (A) Approving and So-Ordering the Opioid Deferred Cash Payments Agreement and Incorporating It Into the Confirmation Order, (B) Approving and So-Ordering the Guarantee Agreement and Incorporating It Into the Confirmation Order, and (C) Granting Related Relief* [Docket No. 7534] (the “**Motion**”)<sup>2</sup> with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that on June 2, 2022, the Debtors filed the near final drafts of the *Opioid Deferred Cash Payments Agreement* (the “**Opioid Deferred Cash Payments Agreement**”) and the *Subsidiary Guarantee Agreement* (the “**Subsidiary Guarantee Agreement**”) [Docket No. 7572].

<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <http://restructuring.primeclerk.com/Mallinckrodt>. The debtors’ mailing address is 675 McDonnell Blvd., St. Louis, Missouri 63042.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that on June 7, 2022, the Debtors filed the final drafts of the Opioid Deferred Cash Payments Agreement and the Subsidiary Guarantee Agreement [Docket No. 7596].

PLEASE TAKE FURTHER NOTICE that on June 7, 2022, the Court entered the *Order (A) Approving and So-Ordering the Opioid Deferred Cash Payments Agreement and Incorporating It Into the Confirmation Order, (B) Approving and So-Ordering the Guarantee Agreement and Incorporating It Into the Confirmation Order, and (C) Granting Related Relief* [Docket No. 7598] (the “**Order**”).

PLEASE TAKE FURTHER NOTICE that since entry of the Order, the Debtors and the Opioid Trust have revised the Opioid Deferred Cash Payments Agreement and the Subsidiary Guarantee Agreement.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibits A** and **B** are the revised Opioid Deferred Cash Payments Agreement and the revised Subsidiary Guarantee Agreement.

PLEASE TAKE FURTHER NOTICE that, for the convenience of the Court and all parties in interest, blackline comparisons of the revised versions of the Opioid Deferred Cash Payments Agreement and the Subsidiary Guarantee Agreement marked against the respective final drafts filed on June 7, 2022 are attached hereto as **Exhibit C** and **Exhibit D**.

Dated: June 16, 2022

/s/ Amanda R. Steele

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**EXHIBIT A**

**Revised Opioid Deferred Cash Payments Agreement**

## OPIOID DEFERRED CASH PAYMENTS AGREEMENT

OPIOID DEFERRED CASH PAYMENTS AGREEMENT dated as of June 16, 2022 (this “Agreement”), among MALLINCKRODT PLC, a public limited company incorporated in Ireland with registered number 522227 (the “Parent”), MALLINCKRODT LLC, a Delaware limited liability company (“MLLC”), SPECGX HOLDINGS LLC, a New York limited liability company (“SpecGx Holdings”), SPECGX LLC, a Delaware limited liability company (“SpecGx”), and the Opioid Master Disbursement Trust II established pursuant to the terms of the Plan of Reorganization (as defined below) (the “Opioid Trust”).

WHEREAS, the Parent and certain of the Parent’s direct and indirect subsidiaries (collectively, the “Debtors”) are operating as debtors-in-possession pursuant to voluntary cases commenced under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), which are jointly administered under Case No. 20-12522 (JTD) (the “Chapter 11 Cases”);

WHEREAS, the Bankruptcy Court has confirmed the *Fourth Amended Plan of Reorganization (With Technical Modifications) of Mallinckrodt plc and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. 6510] (as amended, supplemented or otherwise modified from time to time, including by the Confirmation Order, and together with all exhibits and schedules thereto, the “Plan of Reorganization”) pursuant to the *Findings of Fact, Conclusions of Law, and Order Confirming Fourth Amended Joint Plan of Reorganization (With Technical Modifications) of Mallinckrodt plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* entered on March 2, 2022 [Docket No. 6660] (as amended, supplemented or otherwise modified from time to time, the “Confirmation Order”);

WHEREAS, pursuant to the Plan of Reorganization and the Confirmation Order, the Primary Obligors (as defined below) are required to pay to the Opioid Trust (as defined below) (and its successors and assigns, in part or in whole, as applicable) certain Opioid Deferred Cash Payments (as defined below), subject to certain Opioid Deferred Cash Payments Terms (as defined in the Plan of Reorganization);

WHEREAS, this Agreement and the other Settlement Documents set forth such Opioid Deferred Cash Payments Terms;

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below:

“Adjusted Consolidated EBITDA” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis for any period, the Consolidated Net Income of the Parent and the Subsidiaries for such period plus

(a) the sum of, without duplication, in each case, to the extent deducted in or otherwise reducing Consolidated Net Income for such period:

(i) provision for taxes based on income, profits or capital of the Parent and the Subsidiaries for such period, without duplication, including, without limitation, state franchise and similar taxes, and foreign withholding taxes (including penalties and interest related to taxes or arising from tax examination); plus

(ii) (x) Interest Expense of the Parent and the Subsidiaries for such period and (y) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock of any Subsidiary of Parent or any Disqualified Stock of the Parent and its Subsidiaries; plus

(iii) depreciation, amortization (including amortization of intangibles, deferred financing fees and actuarial gains and losses related to pensions and other post-employment benefits, but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash expenses (excluding any such non-cash charges or expenses to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of the Parent and the Subsidiaries for such period; plus

(iv) any costs or expenses incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Parent or net cash proceeds of an issuance of Equity Interests of the Parent (other than Disqualified Stock) solely to the extent that such net cash proceeds are excluded from the calculation of the Available Amount; plus

(v) any non-cash losses related to non-operational hedging, including, without limitation, resulting from hedging transactions for interest rate or currency exchange risks associated with this Agreement, the Takeback Term Loans or the Existing Secured Notes; minus

(b) the sum of, without duplication, in each case, to the extent added back in or otherwise increasing Consolidated Net Income for such period:

(i) non-cash items increasing such Consolidated Net Income for such period (excluding the recognition of deferred revenue or any non-cash items which represent the reversal of any accrual of, or reserve for, anticipated cash charges in any prior period and any items for which cash was received in any prior period); plus

(ii) any non-cash gains related to non-operational hedging, including, without limitation, resulting from hedging transactions for interest rate or

currency exchange risks associated with this Agreement, the Takeback Term Loans or the Existing Secured Notes;

in each case, on a consolidated basis and determined in accordance with Applicable Accounting Principles.

Notwithstanding the preceding, the provision for taxes based on the income or profits of, the Interest Expense of, the depreciation and amortization and other non-cash expenses or non-cash items of, and the restructuring charges or expenses of, a Subsidiary (other than any Wholly Owned Subsidiary) of the Parent will be added to (or subtracted from, in the case of non-cash items described in clause (b) above) Consolidated Net Income to compute Adjusted Consolidated EBITDA, (A) in the same proportion that the Net Income of such Subsidiary was added to compute such Consolidated Net Income of the Parent, and (B) only to the extent that a corresponding amount of the Net Income of such Subsidiary would be permitted at the date of determination to be dividended or distributed to the Parent by such Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Subsidiary or its stockholders.

“Affiliate” shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified.

“Agreed Guarantee Principles” means the Agreed Guarantee Principles set forth on Schedule 1.01(A).

“Agreement” shall have the meaning assigned to such term in the Preamble hereto.

“Applicable Accounting Principles” shall mean, for any period, the accounting principles applied as provided in Section 1.02.

“Applicable CTA Percentage” shall mean, with respect to any basket, carve-out or exception set forth herein that is subject to a cap based upon the greater of a fixed amount (the “Fixed Component”) and a percentage of Consolidated Total Assets, (a) from and after the delivery of the financial statements required by Section 5.04(b) with respect to the fiscal quarter of the Parent ending on July 1, 2022 (the “Initial Post-Emergence Financials”), a fraction expressed as a percentage (rounded to the nearest tenth of a percent) the numerator of which is the Fixed Component of such basket, carve-out or exception and the denominator of which is the Consolidated Total Assets (determined based upon the Initial Post-Emergence Financials and, notwithstanding the last sentence of the definition of Consolidated Total Assets, without giving pro forma effect to any event or circumstance described in the definition of Pro Forma Basis that occurs after July 1, 2022), and (b) prior to delivery of the Initial Post-Emergence Financials, 0.0%.

“Applicable Period” shall mean an Excess Cash Flow Period or an Excess Cash Flow Interim Period, as the case may be.

“Approval Order” shall have the meaning assigned to such term in Section 3.01(c).

“Asset Sale” shall mean (x) any Disposition (including any sale and leaseback of assets and any mortgage or lease of Real Property) to any person (including to a Divided LLC pursuant to a Division) of, any asset or assets of the Parent or any Subsidiary and (y) any sale of any Equity Interests by any Subsidiary to a person other than the Parent or a Subsidiary.

“Attributable Receivables Indebtedness” shall mean the principal amount of Indebtedness (other than any Indebtedness subordinated in right of payment owing by a Receivables Entity to a Receivables Seller or a Receivables Seller to another Receivables Seller in connection with the transfer, sale and/or pledge of Permitted Receivables Facility Assets) which (i) if a Qualified Receivables Facility is structured as a secured lending agreement or other similar agreement, constitutes the principal amount of such Indebtedness or (ii) if a Qualified Receivables Facility is structured as a purchase agreement or other similar agreement, would be outstanding at such time under such Qualified Receivables Facility if the same were structured as a secured lending agreement rather than a purchase agreement or such other similar agreement.

“Available Amount” shall mean, as at any time of determination, an amount, not less than zero in the aggregate, determined on a cumulative basis, equal to, without duplication:

- (a) \$50 million, plus
- (b) 50% of the Cumulative Retained Excess Cash Flow Amount on such date of determination (without duplication of any component of such amount included in the definition of Cumulative Parent Qualified Equity Proceeds Amount), plus
- (c) the aggregate amount of proceeds received after the Effective Date and prior to such date of determination that would have constituted Net Proceeds had they exceeded the threshold amounts required to qualify as Net Proceeds (the “Below-Threshold Asset Sale Proceeds”), plus
- (d) [reserved,] plus
- (e) the Cumulative Parent Qualified Equity Proceeds Amount on such date of determination, minus
- (f) the cumulative amount of Investments made with the Available Amount from and after the Effective Date and on or prior to such time, minus
- (g) the cumulative amount of Restricted Payments made with the Available Amount or the Cumulative Parent Qualified Equity Proceeds Amount from and after the Effective Date and on or prior to such time (without duplication of any such amount subtracted pursuant to the definition of Cumulative Parent Qualified Equity Proceeds Amount);

provided, however, for purposes of determining the amount of Available Amount available for Restricted Payments, the calculation of the Available Amount shall not include any Below-Threshold Asset Sale Proceeds.

“Bankruptcy Code” shall mean Title 11 of the United States Code entitled “Bankruptcy,” as now or hereafter in effect, and any successor thereto.

“Bankruptcy Law” shall mean Title 11 of the United States Code, or any similar Federal, state or foreign law for the relief of debtors.

“Beneficiaries” shall mean (a) each of the NOAT II, TAFT II, Third-Party Payor Trust, PI Trust, Hospital Trust, NAS Monitoring Trust, Emergency Room Physicians Trust and the Future Claimants’ Representative (as each term is defined in the Plan of Reorganization) and (b) their respective directors, trustees, officers, employees, agents and advisors.

“Board” shall mean the Board of Governors of the Federal Reserve System of the United States of America.

“Board of Directors” shall mean, as to any person, the board of directors, the board of managers, the sole manager or other governing body of such person, or if such person is owned or managed by a single entity, the board of directors or other governing body of such entity.

“Budget” shall have the meaning assigned to such term in Section 5.04(e).

“Business Day” shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

“Capital Expenditures” shall mean, for any person in respect of any period, the aggregate of all expenditures incurred by such person during such period that, in accordance with Applicable Accounting Principles, are or should be included in “additions to property, plant or equipment” or similar items reflected in the statement of cash flows of such person; provided, however, that, Capital Expenditures for the Parent and the Subsidiaries shall not include:

(a) expenditures to the extent made with proceeds of the issuance of Qualified Equity Interests (other than Disqualified Stock) of the Parent or capital contributions to the Parent or funds that would have constituted Net Proceeds under clause (a) of the definition of the term “Net Proceeds” (but that will not constitute Net Proceeds as a result of the first or second proviso to such clause (a)); provided that (i) this clause (a) shall exclude expenditures made with the proceeds from sales of Equity Interests financed as contemplated by Section 6.04(e)(iii), proceeds of Equity Interests used to make Investments pursuant to Section 6.04(p), proceeds of Equity Interests used to make a Restricted Payment in reliance on clause (x) of the proviso to Section 6.06(b) and (ii) such proceeds are not included in any determination of the Available Amount;

(b) expenditures of proceeds of insurance settlements, condemnation awards and other settlements in respect of lost, destroyed, damaged or condemned assets, equipment or other property to the extent such expenditures are made to replace or repair

such lost, destroyed, damaged or condemned assets, equipment or other property or otherwise to acquire, maintain, develop, construct, improve, upgrade or repair assets or properties useful in the business of the Parent and the Subsidiaries to the extent such proceeds are not then required to be applied to prepay Indebtedness pursuant to Section 6.05;

(c) interest capitalized during such period;

(d) expenditures that are accounted for as capital expenditures of such person and that actually are paid for by a third party (excluding the Parent, the Primary Obligors or any Subsidiary) and for which none of the Parent, the Primary Obligors or any Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other person (whether before, during or after such period);

(e) the book value of any asset owned by such person prior to or during such period to the extent that such book value is included as a capital expenditure during such period as a result of such person reusing or beginning to reuse such asset during such period without a corresponding expenditure actually having been made in such period; provided that (i) any expenditure necessary in order to permit such asset to be reused shall be included as a Capital Expenditure during the period that such expenditure actually is made and (ii) such book value shall have been included in Capital Expenditures when such asset was originally acquired;

(f) the purchase price of equipment purchased during such period to the extent that the consideration therefor consists of any combination of (i) used or surplus equipment traded in at the time of such purchase, (ii) the proceeds of a concurrent sale of used or surplus equipment, in each case, in the ordinary course of business or (iii) assets Disposed of pursuant to Section 6.05(m);

(g) Investments in respect of a Permitted Business Acquisition; or

(h) the purchase of property, plant or equipment made with proceeds from any Asset Sale to the extent such proceeds are not then required to be applied to prepay Indebtedness pursuant to Section 6.05.

“Capital Markets Indebtedness” shall mean any Indebtedness consisting of bonds, debentures, notes or other similar debt securities issued in (a) a public offering registered under the Securities Act or (b) a private placement to institutional investors that is resold in accordance with Rule 144A or Regulation S of the Securities Act, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the SEC. The term Capital Markets Indebtedness, for the avoidance of doubt, shall not be construed to include (i) any Indebtedness issued to institutional investors in a direct placement of such Indebtedness that is not resold by an intermediary (it being understood that, without limiting the foregoing, a financing that is distributed to not more than ten Persons (provided that multiple managed accounts and affiliates of any such Persons shall be treated as one Person for the purposes of this definition) shall be deemed to be such a direct placement) or (ii) any Indebtedness under any

credit agreement, commercial bank Indebtedness or similar Indebtedness, Capitalized Lease Obligation or recourse transfer of any financial asset or any other type of Indebtedness incurred in a manner not customarily viewed as a securities offering.

“Capitalized Lease Obligations” shall mean, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with Applicable Accounting Principles.

“Cash Interest Expense” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis for any period, Interest Expense for such period to the extent such amounts are paid in cash for such period, excluding, without duplication, in any event (a) pay-in-kind Interest Expense or other non-cash Interest Expense (including as a result of the effects of purchase accounting), (b) to the extent included in Interest Expense, the amortization of any financing fees paid by, or on behalf of, the Parent or any Subsidiary, including such fees paid in connection with the Transactions or upon entering into a Qualified Receivables Facility, and (c) the amortization of debt discounts, if any, or fees in respect of Hedging Agreements; provided, that Cash Interest Expense shall exclude any one time financing fees, including those paid in connection with the Transactions, or upon entering into a Qualified Receivables Facility or any amendment of this Agreement or the Takeback Term Loan Credit Agreement.

“Cash Management Agreement” shall mean any agreement to provide to the Parent, a Primary Obligor or any Subsidiary Settlement Party cash management services for collections, treasury management services (including controlled disbursement, overdraft, automated clearing house fund transfer services, return items and interstate depository network services), any demand deposit, payroll, trust or operating account relationships, commercial credit cards, merchant card, purchase or debit cards, non-card e-payables services, and other cash management services, including electronic funds transfer services, lockbox services, stop payment services and wire transfer services.

“Change in Law” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, or (b) any change in any law, rule, regulation or treaty or in the formal interpretation thereof by any Governmental Authority

“Change of Control” shall mean, at any time after the Effective Date, (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the Effective Date), of Equity Interests representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Parent; provided that, for the avoidance of doubt, neither the Permitted Holders taken together nor any portion thereof shall be considered a “group” for purposes of this definition by reason of their participation in the Chapter 11 Cases (or any action taken in connection therewith), but excluding any actions taken by any Permitted Holders after the Closing Date, except as expressly contemplated by the Plan of Reorganization; (b) the Parent shall cease to own, directly or indirectly, 100% of the Equity Interests of the Lux Borrower or the Co-Borrower (or, if the Parent is a New Parent, of any person which previously constituted a Parent

and continues to exist); or (c) occupation of a majority of the seats (other than vacant seats) on the Board of Directors of the Parent by persons who (i) were not members of the Board of Directors of the Parent on the Effective Date (after giving effect to the replacement of the Board of Directors of the Parent contemplated by the Plan of Reorganization) and (ii) whose election to the Board of Directors of the Parent or whose nomination for election by the stockholders of the Parent was not approved by a majority of the members of the Board of Directors of the Parent then still in office who were either members of the Board of Directors on the Effective Date (after giving effect to the replacement of the Board of Directors of the Parent contemplated by the Plan of Reorganization) or whose election or nomination for election was previously so approved. For purposes of this definition, any New Parent designated as such pursuant to Section 10.08 shall not be considered a “person” or “group” for purposes of clause (a) above; provided that (x) at the time such person became a New Parent (i) no “person” or “group” beneficially owned, directly or indirectly, more than 35% of the ordinary voting power represented by the issued and outstanding Equity Interests of such New Parent and (ii) the Board of Directors of the New Parent did not violate the requirements of immediately preceding clause (c) (with the first reference therein to “Parent” to be deemed to refer to “New Parent” and with references to the “Parent” in sub-clauses (i) and (ii) of said clause (c) to be deemed to be references to the person which was Parent immediately before the succession of the New Parent as the Parent) and (y) after any person becomes a New Parent in accordance with Section 10.08 and the preceding provisions of this sentence, all references above (except in sub-clause (c)(i) above) to the Parent shall be deemed to be references to the New Parent (as the successor Parent).

“Change of Control Triggering Event” means the occurrence of both (i) a Change of Control that is accompanied or followed by a downgrade of the Parent Rating as a result, or in anticipation, of a Change of Control within the applicable Ratings Decline Period by each Rating Agency (a “Ratings Decline”) and (ii) the Parent Rating on any day during such Ratings Decline Period is below the lower of the Parent Rating by such Rating Agency in effect (x) immediately preceding the first public announcement of the Change of Control (or occurrence thereof if such Change of Control occurs prior to public announcement) and (y) the Effective Date; provided, however, that a Ratings Decline otherwise arising by virtue of a particular downgrade in rating will not be deemed to have occurred as a result of a particular Change of Control unless the applicable Rating Agency making the downgrade in rating to which this definition would otherwise apply announces or publicly confirms or informs the Opioid Trust in writing at the Parent’s or its request that the downgrade was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the downgrade in rating).

“Co-Borrower” shall mean Mallinckrodt CB LLC, a Delaware limited liability company.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Commodity Exchange Act” shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Consolidated Debt” shall mean, as of any date of determination, the sum of (without duplication) all Indebtedness of the type set forth in clauses (a), (b), (e) (to the extent related to any Indebtedness that would otherwise constitute Consolidated Debt), (f), (h) (other than letters of credit, to the extent undrawn), (i) (other than bankers’ acceptances to the extent undrawn), (j), (k) (to the extent related to any Indebtedness that would otherwise constitute Consolidated Debt) and (l) of the definition of “Indebtedness” of the Parent and the Subsidiaries determined on a consolidated basis on such date; provided, that the amount of any Indebtedness with respect to which the applicable obligors have entered into currency hedging arrangements shall be calculated giving effect to such currency hedging arrangements.

“Consolidated Net Income” shall mean, with respect to any person for any period, the aggregate Net Income of such person and its subsidiaries for such period, on a consolidated basis, in accordance with Applicable Accounting Principles; provided, however, that, without duplication:

(a) any net after-tax extraordinary, nonrecurring or unusual gains or losses (less all fees and expenses relating thereto) or expenses or charges, any severance expenses, relocation expenses, curtailments or modifications to pension and post-retirement employee benefit plans, excess pension charges, any expenses related to any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternate uses and fees, expenses or charges relating to new product lines, Milestone Payments under intellectual property licensing agreements, facilities closing or consolidation costs, acquisition integration costs, facilities opening costs, project start-up costs, business optimization costs, (including inventory optimization programs), systems establishment costs, contract termination costs, future lease commitments, other restructuring charges, reserves or expenses, signing, retention or completion bonuses, expenses or charges related to any issuance of Equity Interests, Investment, acquisition, disposition, recapitalization or issuance, repayment, refinancing, amendment or modification of Indebtedness (in each case, whether or not successful), and any fees, expenses, charges, change in control payments or other payment obligations made in connection with, or related to, the Transactions shall be excluded;

(b) effects of purchase accounting adjustments (including the effects of such adjustments pushed down to such person and such Subsidiaries) in amounts required or permitted by Applicable Accounting Principles, resulting from the application of purchase accounting in relation to any consummated acquisition or the amortization or write-off of any amounts thereof, net of taxes, shall be excluded;

(c) the cumulative effect of a change in accounting principles (which shall in no case include any change in the comprehensive basis of accounting) during such period shall be excluded;

(d) (i) any net after-tax income or loss from disposed, abandoned, transferred, closed or discontinued operations, (ii) any net after-tax gain or loss on disposal of disposed, abandoned, transferred, closed or discontinued operations and (iii) any net after-tax gains or losses (less all fees and expenses or charges relating thereto)

attributable to business dispositions or asset dispositions other than in the ordinary course of business (as determined in good faith by the Parent) shall be excluded;

(e) any net after-tax gains or losses, or any subsequent charges or expenses (less all fees and expenses or charges relating thereto), attributable to the early extinguishment of Indebtedness, hedging obligations or other derivative instruments shall be excluded;

(f) the Net Income for such period of any person that is not a subsidiary of such person, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting (other than a guarantor), shall be included only to the extent of the excess (which shall not be less than \$0) of the amount of dividends or distributions or other payments actually paid in cash or cash equivalents (or to the extent converted into cash or cash equivalents) to the referent person or a Subsidiary thereof in respect of such period over the amount of all Investments made to such persons or such Unrestricted Subsidiaries during such period;

(g) solely for purposes of calculating the Available Amount, the Net Income for such period of any subsidiary of such person shall be excluded to the extent that the declaration or payment of dividends or similar distributions by such subsidiary of its Net Income is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such subsidiary or its equityholders, unless such restrictions with respect to the payment of dividends or similar distributions have been legally waived; provided that the Consolidated Net Income of such person shall be increased by the amount of dividends or other distributions or other payments actually paid in cash (or converted into cash) by any such subsidiary to such person or a subsidiary (other than an Unrestricted Subsidiary) of such person (subject to the provisions of this clause (g)), to the extent not already included therein;

(h) any impairment charge or asset write-off and amortization of intangibles, in each case pursuant to Applicable Accounting Principles, shall be excluded; provided that in no event shall amortization of intangibles so excluded in any period of four consecutive fiscal quarters exceed the greater of \$20,000,000 and 10% of Consolidated Net Income for such period (before giving effect to such exclusion);

(i) any non-cash expense realized or resulting from stock option plans, employee benefit plans or post-employment benefit plans, or grants or sales of stock, stock appreciation or similar rights, stock options, restricted stock, preferred stock or other rights shall be excluded;

(j) any (i) non-cash compensation charges, (ii) costs and expenses after the Effective Date related to employment of terminated employees, or (iii) costs or expenses realized in connection with or resulting from stock appreciation or similar rights, stock options or other rights existing on the Effective Date of officers, directors and employees, in each case of such person or any of its subsidiaries, shall be excluded;

(k) accruals and reserves that are established or adjusted within 12 months after the Effective Date (excluding any such accruals or reserves to the extent that they represent an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) and that are so required to be established or adjusted in accordance with Applicable Accounting Principles or as a result of adoption or modification of accounting policies shall be excluded;

(l) the Net Income of any person and its Subsidiaries shall be calculated by deducting the income attributable to, or adding the losses attributable to, the minority equity interests of third parties in any non-Wholly Owned Subsidiary;

(m) any unrealized gains and losses related to currency remeasurements of Indebtedness, and any unrealized net loss or gain resulting from hedging transactions for interest rates, commodities or currency exchange risk, shall be excluded;

(n) to the extent covered by insurance and actually reimbursed, or, so long as such person has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (i) not denied by the applicable carrier in writing within 180 days and (ii) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business interruption shall be excluded; and

(o) non-cash charges for deferred tax asset valuation allowances shall be excluded (except to the extent reversing a previously recognized increase to Consolidated Net Income).

Consolidated Net Income presented in a currency other than Dollars will be converted to Dollars based on the average exchange rate for such currency during, and applied to, each fiscal quarter in the period for which Consolidated Net Income is being calculated.

“Consolidated Secured Net Debt” shall mean, as of any date of determination, (i) Consolidated Debt to the extent secured by Liens on all or any portion of the assets of the Parent or its Subsidiaries on such date (including, for the avoidance of doubt, Qualified Receivables Facility) less (ii) the Unrestricted Cash of the Parent and its Subsidiaries on such date. Notwithstanding anything to the contrary contained in this Agreement, all Indebtedness incurred pursuant to Section 6.01(v), and any Permitted Refinancing Indebtedness thereof (or successive Permitted Refinancing Indebtedness thereof) incurred under Section 6.01(v) (whether or not secured), shall be included as if secured by Liens as a component of Consolidated Secured Net Debt pursuant to clause (i) of the immediately preceding sentence; provided that any such Permitted Refinancing Indebtedness, if unsecured, shall not constitute a component of Consolidated Debt if, when incurred, such Indebtedness is independently permitted to be incurred under Section 6.01(p) (or is subsequently reclassified as outstanding thereunder).

“Consolidated Total Assets” shall mean, as of any date of determination, the total assets of the Parent and the Subsidiaries, determined on a consolidated basis in accordance with Applicable Accounting Principles, as set forth on the consolidated balance sheet of the Parent as

of the last day of the Test Period ending immediately prior to such date for which financial statements of the Parent have been delivered (or were required to be delivered) pursuant to Section 5.04(a) or 5.04(b), as applicable (or, if prior to any such delivery, the Test Period ending April 1, 2022). Consolidated Total Assets shall be determined on a Pro Forma Basis.

“Consolidated Total Net Debt” shall mean, as of any date of determination, (i) Consolidated Debt on such date less (ii) the Unrestricted Cash of the Parent and its Subsidiaries on such date.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“Cooperation Agreement Information” shall have the meaning given to such term in Section 5.04(f).

“Cumulative Parent Qualified Equity Proceeds Amount” shall mean, at any time of determination, an amount equal to, without duplication:

(a) 100% of the aggregate net proceeds (determined in a manner consistent with the definition of “Net Proceeds”), including cash and the Fair Market Value of tangible assets other than cash, received by the Parent after the Effective Date from the issue or sale of its Qualified Equity Interests, including Qualified Equity Interests of the Parent issued upon conversion of Indebtedness or Disqualified Stock to the extent the Parent or its Wholly Owned Subsidiaries had received such net proceeds of such Indebtedness or Disqualified Stock; plus

(b) 100% of the aggregate amount of contributions to the capital of the Parent (but not for Disqualified Stock) by its shareholders received in cash and the Fair Market Value of tangible assets other than cash after the Effective Date; plus

(c) 100% of the aggregate amount received by the Parent or its Wholly Owned Subsidiaries in cash and the Fair Market Value of assets (other than cash) received by the Parent or its Wholly Owned Subsidiaries that are Settlement Parties after the Effective Date from (without duplication of amounts, and without including the items described below to the extent same are already included in Excess Cash Flow):

(i) the sale or other disposition (other than to the Parent or any Subsidiary) of any Investment made by the Parent and its Subsidiaries and repurchases and redemptions of such Investment from the Parent and its Subsidiaries by any person (other than the Parent and its Subsidiaries) to the extent that (x) such Investment was justified as using a portion of the Available Amount pursuant to clause (Y) of Section 6.04(j) (and such Investment has not subsequently been reclassified as outstanding pursuant to another sub-clause or sub-section of Section 6.04) and (y) the Net Proceeds thereof are not required to be applied to prepay Indebtedness pursuant to Section 6.05;

(ii) the sale (other than to the Parent or a Subsidiary) of the Equity Interests of an Unrestricted Subsidiary to the extent that (x) the designation of such Unrestricted Subsidiary was justified as using a portion of the Available Amount pursuant to clause (Y) of Section 6.04(j) (and such Investment has not subsequently been reclassified as outstanding pursuant to another sub-clause or sub-section of Section 6.04) and (y) the Net Proceeds thereof are not required to be applied to prepay Indebtedness pursuant to Section 6.05; or

(iii) to the extent not included in the calculation of Consolidated Net Income for the relevant period, a distribution, dividend or other payment from an Unrestricted Subsidiary to the extent relating to any portion of the Investment therein made pursuant to sub-clause (Y) of Section 6.04(j) (and which has not been subsequently reclassified as outstanding pursuant to another sub-clause or sub-section of said Section 6.04); minus

(d) the cumulative amount of Restricted Payments made with the Cumulative Parent Qualified Equity Proceeds Amount from and after the Effective Date and on or prior to such time.

“Cumulative Retained Excess Cash Flow Amount” shall mean, at any date, an amount (which shall not be less than zero in the aggregate) determined on a cumulative basis equal to

(a) the aggregate cumulative sum of the Retained Percentage of Excess Cash Flow for all Excess Cash Flow Periods beginning after the Effective Date and ended prior to such date, plus

(b) for any Excess Cash Flow Interim Period occurring during the Excess Cash Flow Period in which the Effective Date occurs, ending prior to such date and beginning with the first full fiscal quarter after the Effective Date, an amount equal to the Retained Percentage of Excess Cash Flow for such Excess Cash Flow Interim Period, plus

(c) for any Excess Cash Flow Interim Period ended prior to such date but as to which the corresponding Excess Cash Flow Period has not ended, an amount equal to the Retained Percentage of Excess Cash Flow for such Excess Cash Flow Interim Period, minus

(d) the cumulative amount of all Retained Excess Cash Flow Overfundings as of such date.

“Current Assets” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis at any date of determination, the sum of (a) all assets (other than cash and Permitted Investments or other cash equivalents) that would, in accordance with Applicable Accounting Principles, be classified on a consolidated balance sheet of the Parent and the Subsidiaries as current assets at such date of determination, other than amounts related to current or deferred Taxes based on income or profits, and (b) in the event that a Qualified Receivables Facility is accounted for off balance sheet, (x) gross accounts receivable comprising part of the Permitted Receivables Facility Assets subject to such Qualified Receivables Facility less (y) collections against the amounts sold pursuant to clause (x).

“Current Liabilities” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis at any date of determination, all liabilities that would, in accordance with Applicable Accounting Principles, be classified on a consolidated balance sheet of the Parent and the Subsidiaries as current liabilities at such date of determination, other than (a) the current portion of any Indebtedness, (b) accruals of Interest Expense (excluding Interest Expense that is due and unpaid), (c) accruals for current or deferred Taxes based on income or profits, (d) accruals, if any, of transaction costs resulting from the Transactions, (e) accruals of any costs or expenses related to (i) severance or termination of employees prior to the Effective Date or (ii) bonuses, pension and other post-retirement benefit obligations, and (f) accruals for exclusions from Consolidated Net Income included in clause (a) of the definition of such term.

“Custodian” shall mean any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

“Debt Service” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis for any period, Cash Interest Expense for such period, plus scheduled principal amortization of Consolidated Debt for such period.

“Default” means any event or condition that upon notice, lapse or time or both would constitute an Event of Default.

“Designated Non-Cash Consideration” shall mean the Fair Market Value of non-cash consideration received by the Parent, any Primary Obligor or one of the Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of a Primary Obligor delivered to the Opioid Trust, setting forth such valuation and the basis therefor, less the amount of cash or cash equivalents received in connection with a subsequent disposition of such Designated Non-Cash Consideration.

“Disinterested Director” shall mean, with respect to any person and transaction, a member of the Board of Directors of such person who does not have any material direct or indirect financial interest in or with respect to such transaction.

“Dispose” or “Disposed of” shall mean to convey, sell, lease, sell and leaseback, assign, farm-out, transfer or otherwise dispose of any property, business or asset. The term “Disposition” shall have a correlative meaning to the foregoing.

“Disqualified Stock” shall mean, with respect to any person, any Equity Interests of such person that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled, mandatory payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Stock, in the case of each of the foregoing clauses (a), (b), (c) and (d), prior to the date that is ninety-one (91) days after the Latest Maturity Date in effect at the time of

issuance thereof and except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale shall be subject to the prior repayment in full in cash of the Opioid Deferred Cash Payments and the Opioid Obligations that are accrued and payable (provided, that only the portion of the Equity Interests that so mature or are mandatorily redeemable, are so convertible or exchangeable or are so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock). Notwithstanding the foregoing: (i) any Equity Interests issued to any employee or to any plan for the benefit of employees of the Parent or the Subsidiaries or by any such plan to such employees shall not constitute Disqualified Stock solely because they may be required to be repurchased by the Parent in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability and (ii) any class of Equity Interests of such person that by its terms authorizes such person to satisfy its obligations thereunder by delivery of Equity Interests that are not Disqualified Stock shall not be deemed to be Disqualified Stock.

“Divided LLC” means any Delaware LLC which has been formed as a consequence of a Division (excluding any dividing Delaware LLC that survives a Division).

“Division” means the statutory division of any Delaware LLC into two or more Delaware LLCs pursuant to Section 18-217 of the Delaware Limited Liability Company Act.

“DOJ Settlement” shall mean Federal/State Actuar Settlement (as defined in the Plan of Reorganization), as memorialized in the Federal/State Actuar Settlement Agreements (as defined in the Plan of Reorganization), as amended, supplemented or otherwise modified from time to time.

“Dollar Equivalent” shall mean, at any time, (a) with respect to any amount denominated in Dollars, such amount and (b) with respect to any amount denominated in any currency other than Dollars, the equivalent amount thereof in Dollars as determined at such time on the basis of the Spot Rate (determined in respect of the applicable date of determination) for the purchase of Dollars with such currency.

“Domestic Subsidiary” shall mean any Subsidiary that is not a Foreign Subsidiary.

“Effective Date” shall mean the Effective Date (as defined in the Plan of Reorganization).

“Effective Date A/R Facility” shall mean the facility established by (i) the ABL Credit Agreement, dated as of the Effective Date, among ST US AR Finance LLC, as borrower, the lenders and L/C issuers from time to time party thereto and Barclays Bank plc, as agent, (ii) the Purchase and Sale Agreement, dated as of the Effective Date, among ST US AR Finance LLC, as buyer, MEH, Inc., as servicer, and certain subsidiaries of the Parent, as originators, and (iii) and the other Loan Documents (as defined in the agreement described in clause (i) hereof).

“Environment” shall mean ambient and indoor air, surface water and groundwater (including potable water, navigable water and wetlands), the land surface or subsurface strata,

natural resources such as flora and fauna, the workplace or as otherwise defined in any Environmental Law.

“Environmental Laws” shall mean all applicable laws (including common law), rules, regulations, codes, ordinances, orders, binding agreements, decrees or judgments, promulgated or entered into by or with any Governmental Authority, relating in any way to the Environment, preservation or reclamation of natural resources, the generation, use, transport, management, Release or threatened Release of, or exposure to, any Hazardous Material or to public or employee health and safety matters (to the extent relating to the environment or Hazardous Materials).

“Environmental Permits” shall mean, with respect to any person, all environmental permits, licenses, authorizations and other approvals necessary for such person’s operations to comply with all Environmental Laws.

“Equity Interests” of any person shall mean any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock or common stock (including, in each case, any preferred or common equity certificates (and any other similar instruments)), any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time and any final regulations promulgated and the rulings issued thereunder.

“ERISA Affiliate” shall mean any trade or business (whether or not incorporated) that, together with the Parent, a Primary Obligor or a Subsidiary, is treated as a single employer under Section 414(b) or (c) of the Code, or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” shall mean (a) any Reportable Event or the requirements of Section 4043(b) of ERISA apply with respect to a Plan; (b) with respect to any Plan, the failure to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA, whether or not waived; (c) a determination that any Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (d) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Plan or the failure to make by its due date any required contribution to a Multiemployer Plan; (e) the incurrence by the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan or Multiemployer Plan; (f) the receipt by the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (g) the incurrence by the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate of any liability with respect to

the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (h) the receipt by the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate of any notice, concerning the impending imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA, or in “endangered” or “critical” status, within the meaning of Section 432 of the Code or Section 305 of ERISA; (i) the conditions for imposition of a lien under Section 303(k) of ERISA shall have been met with respect to any Plan; or (j) the withdrawal of any of the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate from a Plan subject to Section 4063 of ERISA during a plan year in which such entity was a “substantial employer” as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA.

“Event of Default” shall have the meaning assigned to such term in Section 7.01.

“Excess Cash Flow” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis for any Applicable Period, Adjusted Consolidated EBITDA of the Parent and the Subsidiaries on a consolidated basis for such Applicable Period, minus, without duplication,

(a) Debt Service for such Applicable Period, reduced by the aggregate principal amount of voluntary prepayments of Consolidated Debt that would otherwise have constituted scheduled principal amortization during such Applicable Period;

(b) the amount of any voluntary prepayment permitted hereunder of term Indebtedness during such Applicable Period, in each case to the extent not financed, or intended to be financed, using the proceeds of, without duplication, the incurrence of Indebtedness, the sale or issuance of any Equity Interests, any component of the Available Amount (in the case of Cumulative Retained Excess Cash Flow Amount, only to the extent attributable to a time prior to such Applicable Period) or any Net Proceeds not otherwise required to prepay Indebtedness pursuant to Section 6.05 or the definition of the term “Net Proceeds”, in each case, to the extent that the amount of such prepayment is not already reflected in Debt Service;

(c) (i) Capital Expenditures by the Parent and the Subsidiaries on a consolidated basis during such Applicable Period that are paid in cash and (ii) the aggregate consideration paid in cash during such Applicable Period in respect of Permitted Business Acquisitions and other Investments (excluding intercompany loans and transfers of funds) permitted hereunder, in each case under subclauses (i) and (ii), to the extent not financed with the proceeds of, without duplication, the incurrence of Indebtedness, the sale or issuance of any Equity Interests, any component of the Available Amount (in the case of Cumulative Retained Excess Cash Flow Amount, only to the extent attributable to a time prior to such Applicable Period) or any Net Proceeds not otherwise required to prepay Indebtedness pursuant to Section 6.05 or the definition of the term “Net Proceeds” (less any amounts received in respect thereof as a return of capital);

(d) Capital Expenditures that the Parent or any Subsidiary shall, during such Applicable Period, become obligated to make but that are not made during such Applicable Period (but are expected to be made in the next Applicable Period); provided that any amount so deducted that will be paid after the close of such Applicable Period shall not be deducted again in a subsequent Applicable Period; provided further that if any such Capital Expenditures so deducted are either (A) not so made in the following Applicable Period or (B) made in the following Applicable Period with the proceeds of, without duplication, the incurrence of Indebtedness, the sale or issuance of any Equity Interests, any component of the Available Amount (in the case of Cumulative Retained Excess Cash Flow Amount, only to the extent attributable to a time prior to such Applicable Period) or any Net Proceeds not otherwise required to prepay Indebtedness pursuant to Section 6.05 or the definition of the term “Net Proceeds”, the amount of such Capital Expenditures not so made or so financed shall be added to the calculation of Excess Cash Flow in such following Applicable Period as set forth in clause (iv) below;

(e) Taxes paid in cash by the Parent and the Subsidiaries on a consolidated basis during such Applicable Period or that will be paid within six months after the close of such Applicable Period and for which reserves have been established, including income tax expense and withholding tax expense incurred in connection with cross-border transactions involving the Foreign Subsidiaries; provided that any amount so deducted that will be paid after the close of such Applicable Period shall not be deducted again in a subsequent Applicable Period;

(f) an amount equal to any increase in Working Capital of the Parent and the Subsidiaries for such Applicable Period;

(g) cash expenditures made in respect of Hedging Agreements during such Applicable Period, to the extent not reflected in the computation of Adjusted Consolidated EBITDA or Cash Interest Expense;

(h) permitted dividends or distributions or repurchases of its Equity Interests paid in cash by the Parent to its shareholders during such Applicable Period and permitted dividends paid by any Subsidiary to any person other than the Parent or any of the Subsidiaries during such Applicable Period, in each case in accordance with Section 6.06(b) (except to the extent such payment is made with amounts described in clauses (x) and (y) of the parenthetical contained in the proviso thereto), (f) and/or (h) (other than Restricted Payments made with Equity Interests (other than Disqualified Stock) of the Parent or with proceeds of Indebtedness or using any component of the Available Amount);

(i) without duplication of any exclusions to the calculation of Consolidated Net Income or Adjusted Consolidated EBITDA, amounts paid in cash during such Applicable Period on account of (A) items that were accounted for as noncash reductions in determining Adjusted Consolidated EBITDA of the Parent and the Subsidiaries in a prior Applicable Period and (B) reserves or accruals established in purchase accounting;

(j) to the extent not deducted in the computation of Net Proceeds in respect of any asset disposition or condemnation giving rise thereto, the amount of any prepayment of Indebtedness (other than Indebtedness in respect of the Takeback Term Loans or any Permitted Refinancing Indebtedness in respect thereof), together with any interest, premium or penalties required to be paid (and actually paid) in connection therewith to the extent that the income or gain realized from the transaction giving rise to such Net Proceeds exceeds the aggregate amount of all such prepayments and Capital Expenditures made with such Net Proceeds;

(k) the amount related to items of income that were added to or items of expense not deducted from Net Income in calculating Consolidated Net Income or were added to or not deducted from Consolidated Net Income in calculating Adjusted Consolidated EBITDA to the extent either (x) such items of expense represented a cash payment (which had not reduced Excess Cash Flow upon the accrual thereof in a prior Applicable Period), or an accrual for a cash payment, by the Parent and the Subsidiaries or (y) such items of income did not represent cash received by the Parent and the Subsidiaries, in each case on a consolidated basis during such Applicable Period; and

(l) all cash payments made in connection with, or relating to, the Transactions,

plus, without duplication,

(i) an amount equal to any decrease in Working Capital of the Parent and the Subsidiaries for such Applicable Period;

(ii) [reserved;]

(iii) [reserved;]

(iv) to the extent any permitted Capital Expenditures referred to in clause (d) above and the delivery of the related equipment do not occur in the following Applicable Period, the amount of such Capital Expenditures that were not so made in such following Applicable Period;

(v) to the extent any Taxes deducted pursuant to in clause (e) above are not paid in such Applicable Period or in the six months after the close of such Applicable Period, the amount of such Taxes that were not so paid in such Applicable Period or in the six months after the close of such Applicable Period;

(vi) cash payments received in respect of Hedging Agreements during such Applicable Period to the extent (x) not included in the computation of Adjusted Consolidated EBITDA or (y) such payments do not reduce Cash Interest Expense;

(vii) any extraordinary or nonrecurring gain realized in cash during such Applicable Period, except to the extent such gain consists of Net Proceeds subject to the prepayment provisions of this Agreement;

(viii) to the extent deducted in the computation of Adjusted Consolidated EBITDA, cash interest income; and

(ix) the amount related to items of expense that were deducted from or items of income not added to Net Income in connection with calculating Consolidated Net Income or were deducted from or not added to Consolidated Net Income in calculating Adjusted Consolidated EBITDA to the extent either (x) such items of income represented cash received by the Parent or any Subsidiary (which had not increased Excess Cash Flow upon the accrual thereof in a prior Applicable Period) or (y) such items of expense do not represent cash paid by the Parent or any Subsidiary, in each case on a consolidated basis during such Applicable Period.

Notwithstanding anything to the contrary set forth in this definition, no effect shall be given, for purposes of calculating Excess Cash Flow, to any non-cash balance sheet impact arising from any refunds pursuant to the CARES Act.

“Excess Cash Flow Interim Period” shall mean, during any Excess Cash Flow Period, any one, two, or three-quarter period (a) commencing at the end of the immediately preceding Excess Cash Flow Period (or, if during the first Excess Cash Flow Period, the fiscal year of the Parent ended December 31, 2021) and (b) ending on the last day of the most recently ended fiscal quarter of the Parent (other than the last day of the fiscal year) during such Excess Cash Flow Period for which financial statements are available.

“Excess Cash Flow Period” shall mean each fiscal year of the Parent, commencing with the fiscal year of the Parent ending December 30, 2022.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) or required to be withheld or deducted from a payment to the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable), (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) as a result of the Trust being organized under the laws of, or having its principal office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) solely with respect to a successor or assignee pursuant to Section 9.04 that is not a “United States person” as defined in Section 7701(a)(30) of the Code, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such successor or assignee with respect to its interest in this Agreement pursuant to a law in effect on the date that such successor or assignee acquired such interest, (c) Taxes attributable to the failure of the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) to provide, in each case upon the reasonable request of the Primary Obligors, (i) an IRS Form W-9 (or any successor IRS Form) or (ii) solely with respect to a successor or assignee pursuant to Section 9.04 that is not a “United States person” as defined in Section 7701(a)(30) of the Code, any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in withholding Tax but only to the extent such successor or assignee is legally entitled to deliver

such other form and that the completion, execution and submission of such documentation would not subject such successor or assignee to any material unreimbursed cost or expense or would materially prejudice the legal position of such successor or assignee, and (d) any withholding Taxes imposed under FATCA.

“Existing First Lien Notes” shall mean the 10.000% First Lien Senior Secured Notes due 2025 issued pursuant to the Existing First Lien Notes Indenture.

“Existing First Lien Notes Indenture” shall mean the Indenture, dated as of April 7, 2020, among the Lux Borrower and the Co-Borrower, as issuers, the guarantors party thereto from time to time, Deutsche Bank AG New York Branch, as first lien collateral agent, and Wilmington Savings Fund Society, FSB, as first lien trustee, as amended, modified or supplemented from time to time.

“Existing Secured Indentures” shall mean (i) the Existing First Lien Notes Indenture, (ii) the Existing Settlement Second Lien Notes Indenture, (iii) the Existing Takeback Second Lien Notes Indenture and (iv) the New First Lien Notes Indenture.

“Existing Secured Notes” shall mean, collectively, (i) the \$495,032,000 in aggregate principal amount of Existing First Lien Notes, (ii) the \$322,868,000 in aggregate principal amount of 10.000% Second Lien Senior Secured Notes due 2025 issued pursuant to the Existing Settlement Second Lien Notes Indenture, (iii) the \$375,000,000 in aggregate principal amount of 10.000% Second Lien Senior Secured Notes due 2029 issued pursuant to the Existing Takeback Second Lien Notes Indenture and (iv) the \$650,000,000 in aggregate principal amount of New First Lien Notes.

“Existing Settlement Second Lien Notes Indenture” shall mean the Indenture, dated as of the Effective Date, among the Lux Borrower and the Co-Borrower, as issuers, the guarantors party thereto from time to time and Wilmington Savings Fund Society, FSB, as second lien collateral agent and as second lien trustee, as amended, modified or supplemented from time to time.

“Existing Takeback Second Lien Notes Indenture” shall mean the Indenture, dated as of the Effective Date, among the Lux Borrower and the Co-Borrower, as issuers, the guarantors party thereto from time to time, Wilmington Savings Fund Society, FSB, as second lien collateral agent, and Wilmington Savings Fund Society, FSB, as second lien trustee, as amended, modified or supplemented from time to time.

“Fair Market Value” shall mean, with respect to any asset, property or services, the price that could be negotiated in an arms'-length transaction between a willing and able seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction (as determined in good faith by a Financial Officer of a Primary Obligor).

“FATCA” means Sections 1471 through 1474 of the Code (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or

practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“Financial Officer” of any person shall mean the Chief Financial Officer, principal accounting officer, Treasurer, Assistant Treasurer, Controller or any Director or other executive responsible for the financial affairs of such person.

“First Lien Debt” shall mean obligations secured by First Liens.

“First Liens” shall mean (a) Liens securing the Takeback Term Loans, the Existing First Lien Notes or the New First Lien Notes and (b) Liens on collateral subject to the Liens described in clause (a) that are equal and ratable with the applicable Liens described in clause (a).

“First Lien Secured Net Leverage Ratio” shall mean, as of any date of determination, the ratio of (a) the remainder of (x) Consolidated Secured Net Debt as of such date minus (y) amounts included in clause (i) of the definition of Consolidated Secured Net Debt (and not described in the last sentence of the definition of Consolidated Secured Net Debt, unless excluded by the proviso thereto) which are secured only by Liens on the collateral securing the First Lien Debt on a junior and subordinated (as to liens and related rights and remedies only) basis, to (b) Adjusted Consolidated EBITDA for the most recently ended Test Period for which financial statements of the Parent have been delivered as required by this Agreement, all determined on a consolidated basis in accordance with Applicable Accounting Principles; provided that Adjusted Consolidated EBITDA shall be determined for the relevant Test Period on a Pro Forma Basis. All Indebtedness described in the last sentence of the definition of Consolidated Secured Net Debt (and not excluded by the proviso thereto) shall also be deemed to constitute Indebtedness included pursuant to preceding clause (a)(x) and which is not deducted pursuant to preceding clause (a)(y).

“Fitch” means Fitch Inc. or any successor to the rating agency business thereof.

“Fixed Charge Coverage Ratio” shall mean, as of any date of determination, the ratio of (a) Adjusted Consolidated EBITDA for the most recently ended Test Period for which financial statements of the Parent have been (or were required to be) delivered as required by Section 5.04(a) or 5.04(b) to (b) the Fixed Charges for such Test Period (or, if prior to any such delivery, the Test Period ending April 1, 2022); provided that the Fixed Charge Coverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

“Fixed Charges” shall mean, with respect to Parent for any period, the sum, without duplication, of:

(a) Interest Expense (excluding amortization or write-off of deferred financing costs) of the Parent and its Subsidiaries for such period, and

(b) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock or Disqualified Stock of the Parent and its Subsidiaries.

For the avoidance of doubt, none of the Opioid Deferred Cash Payments, the DOJ Settlement nor any Interest Expense (if any) incurred in connection therewith shall constitute Fixed Charges. Notwithstanding the above, with respect to any determination of the Fixed Charge Coverage Ratio (i) prior to the delivery of financial statements required pursuant to Section 5.04(b) for the fiscal quarter of the Parent ending on September 30, 2022 (the “Q3 2022 Delivery Date”), Fixed Charges for the most recently ended Test Period for which financial statements of the Parent have been (or were required to be) delivered as required by Section 5.04(a) or 5.04(b) shall equal \$301,000,000.00, (ii) on or after the Q3 2022 Delivery Date, but prior to the delivery of financial statements required pursuant to Section 5.04(a) for the fiscal quarter of the Parent ending on December 30, 2022 (the “Q4 2022 Delivery Date”), Fixed Charges for the most recently ended Test Period for which financial statements of the Parent have been (or were required to be) delivered as required by Section 5.04(a) or 5.04(b) shall equal the product of (A) four and (B) Fixed Charges for the fiscal quarter ending September 30, 2022, (iii) on or after the Q4 2022 Delivery Date, but prior to the delivery of financial statements required pursuant to Section 5.04(b) for the fiscal quarter of the Parent ending on March 31, 2023 (the “Q1 2023 Delivery Date”), Fixed Charges for the most recently ended Test Period for which financial statements of the Parent have been (or were required to be) delivered as required by Section 5.04(a) or 5.04(b) shall equal the product of (A) two and (B) Fixed Charges for the two-fiscal-quarter period ending December 30, 2022, and (iv) on or after the Q1 2023 Delivery Date, but prior to the delivery of financial statements required pursuant to Section 5.04(b) for the fiscal quarter of the Parent ending on June 30, 2023, Fixed Charges for the most recently ended Test Period for which financial statements of the Parent have been (or were required to be) delivered as required by Section 5.04(a) or 5.04(b) shall equal the product of (A) four thirds and (B) Fixed Charges for the three-fiscal-quarter period ending March 31, 2023, in each case under clauses (i) through (iv), subject to adjustment in accordance with the definition of “Pro Forma Basis” with respect to transactions occurring after the Effective Date.

“Fixed Component” has the meaning set forth in the definition of “Applicable CTA Percentage.”

“Foreign Subsidiary” shall mean any Subsidiary that is incorporated or organized under the laws of any jurisdiction other than the United States of America, any state thereof or the District of Columbia.

“GAAP” shall mean generally accepted accounting principles in effect from time to time in the United States of America, applied on a consistent basis, subject to the provisions of Section 1.02.

“Governmental Authority” shall mean any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body.

“Growth Component” has the meaning set forth in the definition of “Applicable CTA Percentage.”

“Guarantee” of or by any person (the “guarantor”) shall mean (a) any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another

person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (iv) entered into for the purpose of assuring in any other manner the holders of such Indebtedness or other obligation of the payment thereof or to protect such holders against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of the guarantor securing any Indebtedness or other obligation (or any existing right, contingent or otherwise, of the holder of Indebtedness or other obligation to be secured by such a Lien) of any other person, whether or not such Indebtedness or other obligation is assumed by the guarantor (other than Liens on Equity Interests of Unrestricted Subsidiaries securing Indebtedness of such Unrestricted Subsidiaries); provided, however, that the term “Guarantee” shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Effective Date or entered into in connection with any acquisition or Disposition of assets permitted by this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such person in good faith. The amount of the Indebtedness subject to any Guarantee provided by any person for purposes of clause (b) above shall (unless the applicable Indebtedness has been assumed by such person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the Fair Market Value of the property encumbered by the Lien described in clause (b) above.

“Guarantee Requirement” shall mean the requirement that (in each case subject to Section 5.09):

(a) on the Effective Date, the Opioid Trust shall have received from each Subsidiary Settlement Party, a counterpart of the Subsidiary Guarantee Agreement, in each case duly executed and delivered on behalf of such person; and

(b) in the case of any person that becomes a Subsidiary Settlement Party after the Effective Date, the Opioid Trust shall have received, subject (where applicable) to the Agreed Guarantee Principles, a supplement to the Subsidiary Guarantee Agreement.

“Guarantors” shall mean each of the Settlement Parties.

“Hazardous Materials” shall mean all pollutants, contaminants, wastes, chemicals, materials, substances and constituents, including, without limitation, explosive or radioactive substances or petroleum by products or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas or pesticides, fungicides, fertilizers or other agricultural chemicals, of any nature subject to regulation or which can give rise to liability under any Environmental Law.

“Hedging Agreement” shall mean any agreement with respect to any swap, forward, future or derivative transaction, or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, or credit spread transaction, repurchase transaction, reserve repurchase transaction, securities lending transaction, weather index transaction, spot contracts, fixed price physical delivery contracts, or any similar transaction or any combination of these transactions, in each case of the foregoing, whether or not exchange traded; provided, that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Parent or any of the Subsidiaries shall be a Hedging Agreement.

“Increased Amount” of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness or in the form of common stock of the Parent, the accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies.

“Incremental Amount” shall mean, at any time, the greater of:

(a) the excess (if any) of (i) \$2,862,634,900.41 over (ii) the sum (without duplication) of (A) the aggregate principal amount of all Takeback Term Loans, New First Lien Notes and all other Indebtedness incurred pursuant to Section 6.01(v), in each case outstanding at such time, and (B) the aggregate amount of principal repayments or principal prepayments, in each case, of Takeback Term Loans, New First Lien Notes or other Permitted Debt incurred pursuant to Section 6.01(v) after the Effective Date (in each case, other than any such repayments or prepayments in connection with a refinancing thereof); and

(b) the amount such that, immediately after giving effect to the establishment of the commitments in respect thereof utilizing this clause (b) and the use of proceeds of the loans thereunder, the First Lien Secured Net Leverage Ratio on a Pro Forma Basis is not greater than (x) so long as Qualified Ratings apply, 3.25 to 1.00 or (y) otherwise, 2.75 to 1.00; provided that, for purposes of this clause (b), the aggregate principal amount of all Indebtedness secured by Liens permitted by Section 6.02(ff) outstanding at such time shall be included (without duplication) in the numerator of the calculation of First Lien Secured Net Leverage Ratio (regardless of whether the principal amount of such Indebtedness would otherwise be excluded pursuant to the definition of “First Lien Secured Net Leverage Ratio”).

“Indebtedness” of any person shall mean, without duplication, (a) all obligations of such person for borrowed money, (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments (except any such obligation issued in the ordinary course of business with a maturity date of no more than six months in a transaction intended to extend payment terms of trade payables or similar obligations to trade creditors incurred in the ordinary course of business), (c) all obligations of such person under conditional sale or other title

retention agreements relating to property or assets purchased by such person (except any such obligation that constitutes a trade payable or similar obligation to a trade creditor incurred in the ordinary course of business), (d) all obligations of such person issued or assumed as the deferred purchase price of property or services (except (i) any such balance that constitutes a trade payable or similar obligation to a trade creditor incurred in the ordinary course of business, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such person in accordance with Applicable Accounting Principles and (iii) liabilities accrued in the ordinary course of business) which purchase price is due more than six months after the date of placing the property in service or taking delivery and title thereto, (e) all Guarantees by such person of Indebtedness of others, (f) all Capitalized Lease Obligations of such person, (g) obligations under any Hedging Agreements, to the extent the foregoing would appear on a balance sheet of such person as a liability, (h) the principal component of all obligations, contingent or otherwise, of such person as an account party in respect of letters of credit, (i) the principal component of all obligations of such person in respect of bankers' acceptances, (j) the amount of all obligations of such person with respect to the redemption, repayment or other repurchase of (x) any Disqualified Stock (excluding accrued dividends that have not increased the liquidation preference of such Disqualified Stock) or (y) any preferred stock of any Subsidiary of Parent, (k) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such person (other than Liens on Equity Interests of Unrestricted Subsidiaries securing Indebtedness of such Unrestricted Subsidiaries), whether or not the Indebtedness secured thereby has been assumed and (l) all Attributable Receivables Indebtedness with respect to a Qualified Receivables Facility. The amount of Indebtedness of any person for purposes of clause (k) above shall (unless such Indebtedness has been assumed by such person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the Fair Market Value of the property encumbered thereby. Notwithstanding anything in this Agreement to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of International Accounting Standards No. 39 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivatives created by the terms of such Indebtedness and any such amounts that would have constituted Indebtedness under this Agreement but for the application of this sentence shall not be deemed an incurrence of Indebtedness under this Agreement. For the avoidance of doubt, Indebtedness shall not include the Opioid Deferred Cash Payments or any obligations pursuant to the DOJ Settlement.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Primary Obligors under this Agreement, and (b) to the extent not otherwise described in (a), Other Taxes.

“Indemnitee” shall have the meaning assigned to such term in Section 9.05(b).

“Initial Post-Emergence Financials” has the meaning set forth in the definition of “Applicable CTA Percentage.”

“Intellectual Property” shall mean the following intellectual property rights, both statutory and common law rights, if applicable: (a) copyrights, registrations and applications for registration thereof, (b) trademarks, service marks, trade names, slogans, domain names, logos,

trade dress and registrations and applications of registrations thereof, (c) patents, as well as any reissued and reexamined patents and extensions corresponding to the patents and any patent applications, as well as any related continuation, continuation in part and divisional applications and patents issuing therefrom and (d) trade secrets and confidential information, including ideas, designs, concepts, compilations of information, methods, techniques, procedures, processes and other know-how, whether or not patentable.

“Interest Expense” shall mean, with respect to any person for any period, the sum of, without duplication, (a) gross interest expense of such person for such period on a consolidated basis, including (i) the amortization of debt discounts, (ii) the amortization of all fees (including fees with respect to Hedging Agreements) payable in connection with the incurrance of Indebtedness to the extent included in interest expense, (iii) the portion of any payments or accruals with respect to Capitalized Lease Obligations allocable to interest expense and (iv) net payments and receipts (if any) pursuant to interest rate hedging obligations, and excluding unrealized mark-to-market gains and losses attributable to such hedging obligations, amortization of deferred financing fees and expensing of any bridge or other financing fees, (b) capitalized interest of such person, whether paid or accrued, and (c) commissions, discounts, yield and other fees and charges incurred for such period, including any losses on sales of receivables and related assets, in connection with any receivables financing of such person or any of its Subsidiaries that are payable to persons other than the Parent and the Subsidiaries.

“Investment” has the meaning set forth in Section 6.04.

“Junior Liens” shall mean Liens on the collateral subject to any First Liens that are junior to the applicable First Liens (it being understood that Junior Liens are not required to rank equally and ratably with other Junior Liens, and that Indebtedness secured by Junior Liens may be secured by Liens that are senior in priority to, or rank equally and ratably with, or junior in priority to, other Liens constituting Junior Liens).

“Latest Maturity Date” shall mean, at any date of determination, the latest date on which any Opioid Deferred Cash Payment is required to be paid, in each case then in effect on such date of determination.

“Lien” shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar monetary encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided, that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien.

“Local Time” shall mean New York City time (daylight or standard, as applicable).

“Lux Borrower” shall mean Mallinckrodt International Finance S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg.

“Lux Settlement Party” shall mean any Settlement Party whose registered office or place of central administration is located in Luxembourg.

“Margin Stock” shall have the meaning assigned to such term in Regulation U.

“Material Adverse Effect” shall mean a material adverse effect on the business, property, operations or financial condition of the Parent and its Subsidiaries, taken as a whole, or the validity or enforceability of any of the Settlement Documents or the rights and remedies of the Opioid Trust (or its successors or assigns, in part or in whole) thereunder.

“Material Indebtedness” shall mean Indebtedness of any one or more of the Parent or any Subsidiary in an aggregate principal amount exceeding \$75,000,000; provided that in no event shall any Qualified Receivables Facility be considered Material Indebtedness.

“Material Intellectual Property” shall mean any Intellectual Property owned by any Settlement Party that is material to the operation of the business of Parent and its Subsidiaries, taken as a whole.

“Material Subsidiary” shall mean any Subsidiary, other than any Subsidiary that did not, as of the last day of the fiscal quarter of the Parent most recently ended for which financial statements have been (or were required to be) delivered pursuant to Section 5.04(a) or 5.04(b) (or, if prior to any such delivery, the Test Period ending April 1, 2022), (a) have assets with a value in excess of 5.0% of the Consolidated Total Assets or revenues representing in excess of 5.0% of total revenues of the Parent and the Subsidiaries on a consolidated basis as of such date, and (b) taken together with all such Subsidiaries as of such date, have assets with a value in excess of 10% of Consolidated Total Assets or revenues representing in excess of 10% of total revenues of the Parent and the Subsidiaries on a consolidated basis as of such date.

“Milestone Payments” shall mean payments under intellectual property licensing agreements based on the achievement of specified revenue, profit or other performance targets (financial or otherwise).

“MLLC” shall have the meaning assigned to such term in the Preamble hereto.

“Moody’s” shall mean Moody’s Investors Service, Inc. or any successor to the rating agency business thereof.

“Multiemployer Plan” shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which a Primary Obligor, the Parent or any Subsidiary or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code) is making or accruing an obligation to make contributions, or has within any of the preceding six plan years made or accrued an obligation to make contributions.

“Net Income” shall mean, with respect to any person, the net income (loss) of such person, determined in accordance with Applicable Accounting Principles and before any reduction in respect of preferred stock dividends.

“Net Proceeds” shall mean:

(a) 100% of the cash proceeds actually received by the Parent or any Subsidiary (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) from any Asset Sale under Section 6.05(d) (except for any Sale and Lease-Back Transaction described in clause (a) of the proviso to Section 6.03) or Section 6.05(g), net of (i) attorneys’ fees, accountants’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith, (ii) required payments of Indebtedness and required payments of other obligations relating to the applicable asset to the extent such Indebtedness or other obligations, in each case, permitted hereunder, are secured by a Lien permitted hereunder, (iii) associated repayments of Indebtedness, (iv) Taxes paid or payable (in the good faith determination of a Financial Officer of a Primary Obligor) as a direct result thereof, and (v) the amount of any reasonable reserve established in accordance with Applicable Accounting Principles against any adjustment to the sale price or any liabilities (other than any taxes deducted pursuant to clause (i) or (iv) above) (x) related to any of the applicable assets and (y) retained by the Parent or any of the Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (provided that (1) the amount of any reduction of such reserve (other than in connection with a payment in respect of any such liability), prior to the date occurring 18 months after the date of the respective Asset Sale, shall be deemed to be cash proceeds of such Asset Sale occurring on the date of such reduction) and (2) the amount of any such reserve that is maintained as at the date occurring 18 months after the date of the applicable Asset Sale shall be deemed to be Net Proceeds from such Asset Sale as of such date; provided, that, if a Primary Obligor shall deliver a certificate of a Responsible Officer of a Primary Obligor to the Opioid Trust at any time prior to or promptly following receipt of any such proceeds setting forth such Primary Obligor’s intention to use any portion of such proceeds, within 12 months of such receipt of such proceeds, either (A) to acquire, maintain, develop, construct, improve, upgrade or repair assets useful in the business of the Parent and the Subsidiaries or to make Permitted Business Acquisitions and other Investments permitted hereunder (excluding Permitted Investments or, intercompany Investments in Subsidiaries or Unrestricted Subsidiaries) or to reimburse the cost of any of the foregoing incurred on or after the date on which the Asset Sale giving rise to such proceeds was contractually committed (other than inventory) or (B) to fund any payment or, as and to the extent permitted by Section 2.02, prepayment of all or any portion of the Opioid Obligations, such portion of such proceeds shall not constitute Net Proceeds except to the extent not, within 12 months of such receipt of such proceeds, so used or contractually committed to be so used (it being understood that if any portion of such proceeds are not so used within such 12 month period but within such 12 month period are contractually committed to be used, then such remaining portion if not so used within six months following the end of such 12 month period shall constitute Net Proceeds as of such date without giving effect to this proviso); provided, further, that no net cash proceeds calculated in accordance with the foregoing realized in a single transaction or

series of related transactions shall constitute Net Proceeds unless such net cash proceeds shall exceed \$15,000,000 (and thereafter only net cash proceeds in excess of such amount shall constitute Net Proceeds); provided, further, that, for the avoidance of doubt, if any portion of the proceeds of any Asset Sale have been transferred by the Plan of Reorganization to any person other than the Parent and the Subsidiaries, such portion of the proceeds shall not constitute proceeds actually received by the Parent or any Subsidiary for purposes of determining the Net Proceeds of such Asset Sale; and

(b) 100% of the cash proceeds actually received by the Parent or any Subsidiary (including casualty insurance settlements and condemnation awards, but only as and when received) from any Recovery Event, net of (i) attorneys' fees, accountants' fees, transfer taxes, deed or mortgage recording taxes on such asset, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith, (ii) required payments of Indebtedness and required payments of other obligations relating to the applicable asset to the extent such Indebtedness or other obligations, in each case, permitted hereunder, are secured by a Lien permitted hereunder, (iii) associated repayments of Indebtedness, and (iv) Taxes paid or payable (in the good faith determination of a Financial Officer of a Primary Obligor) as a direct result thereof; provided, that, if a Primary Obligor shall deliver a certificate of a Responsible Officer of a Primary Obligor to the Opioid Trust at any time prior to or promptly following receipt of any such proceeds setting forth such Primary Obligor's intention to use any portion of such proceeds, within 12 months of such receipt of such proceeds, either (A) to acquire, maintain, develop, construct, improve, upgrade or repair assets useful in the business of the Parent and the Subsidiaries or to make Permitted Business Acquisitions and other Investments permitted hereunder (excluding Permitted Investments or intercompany Investments in Subsidiaries or Unrestricted Subsidiaries) or to reimburse the cost of any of the foregoing incurred on or after the date on which the Recovery Event giving rise to such proceeds was contractually committed (other than inventory, except to the extent the proceeds of such Recovery Event are received in respect of inventory) or (B) to fund any payment or, as and to the extent permitted by Section 2.02, prepayment of all or any portion of the Opioid Obligations, such portion of such proceeds shall not constitute Net Proceeds except to the extent not, within 12 months of such receipt of such proceeds, so used or contractually committed to be so used (it being understood that if any portion of such proceeds are not so used within such 12 month period but within such 12 month period are contractually committed to be used, then such remaining portion if not so used within six months (or, solely in the case of any such Recovery Event relating to manufacturing, processing or assembly plants, 12 months) following the end of such 12 month period shall constitute Net Proceeds as of such date without giving effect to this proviso); provided, further, that no net cash proceeds calculated in accordance with the foregoing realized in a single transaction or series of related transactions shall constitute Net Proceeds unless such net cash proceeds shall exceed \$15,000,000 (and thereafter only net cash proceeds in excess of such amount shall constitute Net Proceeds).

“New First Lien Notes” shall mean the 11.50% First Lien Senior Secured Notes due 2028 issued pursuant to the New First Lien Notes Indenture.

“New First Lien Notes Indenture” shall mean the Indenture, dated as of the Effective Date, among the Lux Borrower and the Co-Borrower, as issuers, the guarantors party thereto from time to time, Deutsche Bank AG New York Branch, as first lien collateral agent, and Wilmington Savings Fund Society, FSB, as first lien trustee, as amended, modified or supplemented from time to time.

“New Parent” shall have the meaning given to such term in Section 10.08.

“Notice Side Letter” shall mean the letter agreement, dated as of the Effective Date, by and among the Parent, the Opioid Trust and MNK Opioid Abatement Fund, LLC.

“Obligations” shall mean, collectively, the Opioid Obligations.

“Opioid Deferred Cash Payments” shall have the meaning given to such term in the Plan of Reorganization (as in effect on the Effective Date).

“Opioid MDT II Cooperation Agreement” shall have the meaning given to such term in the Plan of Reorganization.

“Opioid Obligations” shall mean (a) the due and punctual payment by the Primary Obligors of (i) the unpaid Opioid Deferred Cash Payments, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of the Parent the Primary Obligors and the Guarantors owed under or pursuant to this Agreement and each other Settlement Document, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and (b) the due and punctual payment of all obligations of each other Settlement Party under or pursuant to each of the Settlement Documents.

“Opioid Trust” shall have the meaning given to such term in the preamble to this Agreement.

“Original Payment Schedule” shall mean the Original Payment Schedule set forth on Schedule 1.01(B).

“Other Connection Taxes” means Taxes imposed as a result of a present or former connection between the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) and the jurisdiction imposing such Tax (other than connections arising from the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Agreement or sold or assigned an interest in its entitlements under this Agreement).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the

execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“Parent” shall have the meaning given to such term in the preamble to this Agreement, subject to Section 10.08.

“Parent Rating” means, with respect to any of Rating Agency, its issuer credit rating, corporate family rating or other similar rating, in each case of the Parent.

“PBGC” shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA, and any successor thereto.

“Permitted Business Acquisition” shall mean any acquisition of all or substantially all the assets or business of, or all or substantially all the Equity Interests (other than directors’ qualifying shares) not previously held by the Parent and its Subsidiaries in, or merger, consolidation or amalgamation with, a person or business unit or division or line of business of a person (or any subsequent investment made in a person or business unit or division or line of business previously acquired in a Permitted Business Acquisition), which assets, business, person, business unit or division or line of business, as the case may be, is used or useful in a Similar Business, if immediately after giving effect thereto: (i) (A) no Default in respect of which either (1) the Opioid Trust has notified a Primary Obligor in writing or (2) a Financial Officer of a Primary Obligor otherwise has actual knowledge and (B) no Event of Default, in each case, shall have occurred and be continuing or would result therefrom, provided, however, that with respect to a proposed acquisition pursuant to an executed acquisition agreement, at the option of either Primary Obligor, the determination of whether such Default or Event of Default shall exist shall be made solely at the time of the execution of the acquisition agreement related to such Permitted Business Acquisition; (ii) all transactions related thereto shall be consummated in accordance with applicable laws; (iii) [reserved]; (iv) any acquired or newly formed Subsidiary shall not be liable for any Indebtedness except for Indebtedness permitted to be incurred by such Subsidiary by Section 6.01; (v) to the extent required by Section 5.09, any person acquired in such acquisition shall be merged into a Settlement Party or become upon consummation of such acquisition a Subsidiary Settlement Party; and (vi) the aggregate amount of consideration in respect of such acquisitions and investments, in each case in assets that are not owned by the Settlement Parties or in Equity Interests in persons that are not Subsidiary Settlement Parties or do not become Subsidiary Settlement Parties, in each case upon consummation of such acquisition, shall not exceed in the aggregate (A) the Permitted Business Acquisition Amount *plus* (B) any amounts that can be, and are, permitted as Investments (and treated as Investments) made under a clause of Section 6.04 other than clause (k) thereof.

“Permitted Business Acquisition Amount” shall mean, as of any date of determination, the sum of (a) \$20,000,000 and (b) for each anniversary of the Effective Date that has occurred since the Effective Date, an additional \$20,000,000.

“Permitted Debt” shall mean Indebtedness for borrowed money (but not owing to the Parent or any of its Subsidiaries or Unrestricted Subsidiaries) incurred (as a borrower) by the Lux Borrower (so long as the Lux Borrower is a Settlement Party), the Co-Borrower or any other

Settlement Party that is a Domestic Subsidiary, provided that any such Permitted Debt shall not be guaranteed by the Parent, any Subsidiary, any Unrestricted Subsidiary or any Affiliate of the foregoing unless such person is a Guarantor.

“Permitted Holders” shall mean (a) any member of the Guaranteed Unsecured Notes Ad Hoc Group (as defined in the Plan of Reorganization) as of the Effective Date, as set forth on Schedule 1.01(D), (b) any Affiliate of any person described in clause (a), and (c) any person (other than a natural person) that is administered or managed by (i) any person described in clauses (a) or (b) or (ii) any person or an Affiliate of any person that administers or manages any person described in clauses (a) or (b).

“Permitted Investments” shall mean:

(a) direct obligations of the United States of America or any member of the European Union or any agency thereof or obligations guaranteed by the United States of America or any member of the European Union or any agency thereof, in each case with maturities not exceeding two years from the date of acquisition thereof;

(b) time deposit accounts, certificates of deposit, money market deposits, banker’s acceptances and other bank deposits maturing within 180 days of the date of acquisition thereof issued by a bank or trust company that is organized under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America having capital, surplus and undivided profits in excess of \$250,000,000 and whose long-term debt, or whose parent holding company’s long-term debt, is rated A (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(c) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (a) above entered into with a bank meeting the qualifications described in clause (b) above;

(d) commercial paper, maturing not more than one year after the date of acquisition, issued by a corporation (other than an Affiliate of the Parent) organized and in existence under the laws of the United States of America or any foreign country recognized by the United States of America with a rating at the time as of which any investment therein is made of P 1 (or higher) according to Moody’s, or A 1 (or higher) according to S&P (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(e) securities with maturities of two years or less from the date of acquisition, issued or fully guaranteed by any State, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least A by S&P or A by Moody’s (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(f) shares of mutual funds whose investment guidelines restrict 95% of such funds' investments to those satisfying the provisions of clauses (a) through (e);

(g) money market funds that (i) comply with the criteria set forth in Rule 2a 7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least \$1,000,000,000;

(h) time deposit accounts, certificates of deposit, money market deposits, banker's acceptances and other bank deposits in an aggregate face amount not in excess of 0.5% of the total assets of the Parent and the Subsidiaries, on a consolidated basis, as of the end of the Parent's most recently completed fiscal year; and

(i) instruments equivalent to those referred to in clauses (a) through (h) above denominated in any foreign currency comparable in credit quality and tenor to those referred to above and commonly used by corporations for cash management purposes in any jurisdiction outside the United States of America to the extent reasonably required in connection with any business conducted by the Parent, the Lux Borrower or any Subsidiary organized in such jurisdiction.

"Permitted Liens" shall have the meaning assigned to such term in Section 6.02.

"Permitted Receivables Facility Assets" shall mean (i) Receivables Assets (whether now existing or arising in the future) of the Parent and its Subsidiaries which are transferred, sold and/or pledged to a Receivables Entity or a bank, other financial institution or a commercial paper conduit or other conduit facility established and maintained by a bank or other financial institution, pursuant to a Qualified Receivables Facility and any related Permitted Receivables Related Assets which are also so transferred, sold and/or pledged to such Receivables Entity, bank, other financial institution or commercial paper conduit or other conduit facility, and all proceeds thereof and (ii) loans to the Parent and its Subsidiaries secured by Receivables Assets (whether now existing or arising in the future) and any Permitted Receivables Related Assets of the Parent and its Subsidiaries which are made pursuant to a Qualified Receivables Facility.

"Permitted Receivables Facility Documents" shall mean each of the documents and agreements entered into in connection with any Qualified Receivables Facility, including all documents and agreements relating to the issuance, funding and/or purchase of certificates and purchased interests or the incurrence of loans, as applicable, in each case as such documents and agreements may be amended, modified, supplemented, refinanced or replaced from time to time so long as the relevant Qualified Receivables Facility would still meet the requirements of the definition thereof after giving effect to such amendment, modification, supplement, refinancing or replacement.

"Permitted Receivables Related Assets" shall mean any other assets that are customarily transferred, sold and/or pledged or in respect of which security interests are customarily granted in connection with asset securitization transactions involving receivables similar to Receivables Assets and any collections or proceeds of any of the foregoing (including,

without limitation, lock-boxes, deposit accounts, records in respect of Receivables Assets and collections in respect of Receivables Assets).

“Permitted Refinancing Indebtedness” shall mean any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund (collectively, to “Refinance”), the Indebtedness being Refinanced (or previous refinancings thereof constituting Permitted Refinancing Indebtedness); provided, that (a) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so Refinanced (plus unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions, expenses, plus an amount equal to any existing commitment unutilized thereunder and letters of credit undrawn thereunder), (b) except with respect to Section 6.01(i), (i) the final maturity date of such Permitted Refinancing Indebtedness is on or after the earlier of (x) the final maturity date of the Indebtedness being Refinanced and (y) the Latest Maturity Date in effect at the time of incurrence thereof and (ii) the Weighted Average Life to Maturity of such Permitted Refinancing Indebtedness is greater than or equal to the lesser of (x) the Weighted Average Life to Maturity of the Indebtedness being Refinanced and (y) the Weighted Average Life to Maturity of the Opioid Deferred Cash Payments, (c) if the Indebtedness being Refinanced is subordinated in right of payment to any Opioid Obligations, such Permitted Refinancing Indebtedness shall be subordinated in right of payment to such Opioid Obligations on terms in the aggregate not materially less favorable to the Opioid Trust as those contained in the documentation governing the Indebtedness being Refinanced (as determined by a Primary Obligor in good faith), (d) no Permitted Refinancing Indebtedness shall have any borrower which is different than the borrower of the respective Indebtedness being so Refinanced or have guarantors that are not (or would not have been required to become) guarantors with respect to the Indebtedness being so Refinanced (except that a Settlement Party may be added as an additional guarantor (unless at such time such Settlement Party is not permitted to guarantee such Indebtedness pursuant to Section 6.01 (or pursuant to defined terms used in Section 6.01))), (e) if the Indebtedness being Refinanced is secured (and permitted to be secured), such Permitted Refinancing Indebtedness may be secured by Liens on the same (or any subset of the) assets as secure (or would have been required to secure) the Indebtedness being Refinanced, (f) if the Indebtedness being Refinanced is unsecured, such Permitted Refinancing Indebtedness shall also be unsecured, and (g) to the extent the Indebtedness being Refinanced is nonrecourse to any of the Settlement Parties, such Permitted Refinancing Indebtedness shall also be nonrecourse to such Settlement Parties to the same or greater extent.

“person” shall mean any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company or government, individual or family trusts, or any agency or political subdivision thereof.

“Plan” shall mean any employee pension benefit plan (other than a Multiemployer Plan) that is (i) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, (ii) sponsored or maintained (at the time of determination or at any time within the five years prior thereto) by the Parent, a Primary Obligor, any Subsidiary or any ERISA Affiliate, and (iii) in respect of which the Parent, a Primary Obligor, any Subsidiary or

any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Plan of Reorganization” shall have the meaning assigned to such term in the recitals to this Agreement.

“Primary Obligor” shall mean each of Parent, MLLC, SpecGx Holdings and SpecGx, and the term “Primary Obligors” shall mean Parent, MLLC, SpecGx Holdings and SpecGx, collectively.

“Pro Forma Basis” shall mean, as to any person, for any events as described below that occur subsequent to the commencement of a period for which the financial effect of such events is being calculated, and giving effect to the events for which such calculation is being made, such calculation as will give pro forma effect to such events as if such events occurred on the first day of the most recent Test Period ended on or before the occurrence of such event (the “Reference Period”): (i) any Asset Sale and any asset acquisition, Investment (or series of related Investments) in excess of \$25,000,000, merger, amalgamation, consolidation (including the Transaction) (or any similar transaction or transactions), any dividend, distribution or other similar payment, (ii) any operational changes or restructurings of the business of the Parent or any of its Subsidiaries that the Parent or any of its Subsidiaries has determined to make and/or made during or subsequent to the Reference Period (including in connection with an asset Disposition or asset acquisition described in clause (i)) and which are expected to have a continuing impact and are factually supportable, which would include cost savings resulting from head count reduction, closure of facilities and other operational changes and other cost savings in connection therewith; provided that the aggregate additions to Adjusted Consolidated EBITDA pursuant to this clause (ii) for any Test Period shall not exceed 15% of Adjusted Consolidated EBITDA for such Test Period (determined prior to giving effect to any addback pursuant to this clause (ii)), (iii) the designation of any Subsidiary as an Unrestricted Subsidiary or of any Unrestricted Subsidiary as a Subsidiary and (iv) any incurrence, repayment, repurchase or redemption of Indebtedness (or any issuance, repurchase or redemption of Disqualified Stock or preferred stock), other than fluctuations in revolving borrowings in the ordinary course of business (and not resulting from a transaction as described in clause (i) above).

Pro forma calculations made pursuant to the definition of this term “Pro Forma Basis” shall be determined in good faith by a Responsible Officer of the Parent. Any such pro forma calculation may include adjustments appropriate, in the reasonable good faith determination of the Parent and set forth in a certificate of a Responsible Officer delivered to the Opioid Trust, to reflect operating expense reductions, other operating improvements, synergies or such operational changes or restructurings described in clause (ii) of the immediately preceding paragraph reasonably expected to result from the applicable pro forma event in the 12-month period following the consummation of the pro forma event. The Parent shall deliver to the Opioid Trust a certificate of a Responsible Officer of the Parent setting forth such demonstrable or additional operating expense reductions and other operating improvements or synergies and information and calculations supporting them in reasonable detail.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date on

which the relevant calculation is being made had been the applicable rate for the entire period (taking into account any hedging obligations applicable to such Indebtedness if such hedging obligation has a remaining term in excess of 12 months). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Parent to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with Applicable Accounting Principles. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period, except to the extent the outstandings thereunder are reasonably expected to increase as a result of any transactions described in clause (i) of the first paragraph of this definition of “Pro Forma Basis” which occurred during the respective period or thereafter and on or prior to the date of determination. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Parent may designate.

“Q1 2023 Delivery Date” has the meaning set forth in the definition of “Fixed Charges.”

“Q3 2022 Delivery Date” has the meaning set forth in the definition of “Fixed Charges.”

“Q4 2022 Delivery Date” has the meaning set forth in the definition of “Fixed Charges.”

“Qualified Equity Interests” shall mean any Equity Interest other than Disqualified Stock.

“Qualified Jurisdiction” shall mean (x) the United States of America (and any political subdivision thereof), Ireland, Luxembourg, Switzerland, the United Kingdom or the Netherlands, (y) the jurisdiction of the organization of any entity incorporated or organized outside the United States of America in a transaction permitted by Section 6.05(n) where the Opioid Trust has made the determination required by clause (iii) thereof, and (z) any other jurisdiction where the Opioid Trust has determined (acting reasonably and following a request by a Primary Obligor and based on advice of local counsel) that Wholly Owned Subsidiaries organized in such jurisdiction may provide guarantees which, after giving effect to the Guarantee Requirement, would provide substantially the same benefits as guarantees provided with respect to such entities as would have been obtained if the respective Subsidiary were instead organized in any of the United States of America, Ireland, Luxembourg, Switzerland the United Kingdom or the Netherlands.

“Qualified Ratings” means public corporate family ratings (or equivalent) that include at least two of the following ratings: a rating equal to or higher than B2 from Moody’s, a rating equal to or higher than B from S&P or a rating equal to or higher than B from Fitch.

“Qualified Receivables Facility” shall mean a receivables facility or facilities created under the Permitted Receivables Facility Documents and which is designated as a “Qualified Receivables Facility” (as provided below), providing for the transfer, sale and/or pledge by a Primary Obligor and/or one or more other Receivables Sellers of Permitted Receivables Facility Assets (thereby providing financing to such Primary Obligor and/or the Receivables Sellers) to (i) a Receivables Entity (either directly or through another Receivables Seller), which in turn shall transfer, sell and/or pledge interests in the respective Permitted Receivables Facility Assets to third-party lenders or investors pursuant to the Permitted Receivables Facility Documents in return for the cash used by such Receivables Entity to acquire the Permitted Receivables Facility Assets from such Primary Obligor and/or the respective Receivables Sellers or (ii) a bank or other financial institution, which in turn shall finance the acquisition of the Permitted Receivables Facility Assets through a commercial paper conduit or other conduit facility, or directly to a commercial paper conduit or other conduit facility established and maintained by a bank or other financial institution that will finance the acquisition of the Permitted Receivables Facility Assets through the commercial paper conduit or other conduit facility, in each case, either directly or through another Receivables Seller, so long as, in the case of each of clause (i) and clause (ii), no portion of the Indebtedness or any other obligations (contingent or otherwise) under such receivables facility or facilities (x) is guaranteed by the Parent or any Subsidiary (excluding guarantees of obligations pursuant to Standard Securitization Undertakings), (y) is recourse to or obligates the Parent or any other Subsidiary in any way (other than pursuant to Standard Securitization Undertakings) or (z) subjects any property or asset (other than Permitted Receivables Facility Assets, Permitted Receivables Related Assets or the Equity Interests of any Receivables Entity) of the Parent or any other Subsidiary (other than a Receivables Entity), directly or indirectly, contingently or otherwise, to the satisfaction thereof (other than pursuant to Standard Securitization Undertakings). Any such designation shall be evidenced to the Opioid Trust by filing with the Opioid Trust a certificate signed by a Financial Officer of the Parent certifying that, to the best of such officer’s knowledge and belief after consultation with counsel, such designation complied with the foregoing conditions. The Effective Date A/R Facility shall constitute a Qualified Receivables Facility for all purposes under this Agreement and the Parent shall not be required to deliver any certificate designating it as such.

“Rating Agency” means (1) each of Moody’s and S&P and (2) if Moody’s or S&P ceases to provide a Parent Rating for reasons outside of the Parent’s control, a “nationally recognized statistical rating organization” within the meaning of Rule 15cs-1(c)(2)(vi)(F) under the Exchange Act selected by a Primary Obligor as a replacement agency for Moody’s or S&P, as the case may be.

“Ratings Decline” has the meaning set forth in the definition of “Change of Control Triggering Event.”

“Ratings Decline Period” means, with respect to any Change of Control, the period (a) commencing upon the earliest of (i) the date of the first public announcement of the occurrence of such Change of Control, (ii) the date of public notice of the intention by the Parent to effect such Change of Control or (iii) the occurrence of such Change of Control, and (b) ending upon the later of (i) the date that is 60 days after the beginning of such period and (ii) the occurrence of such Change of Control; provided that such period shall be extended for so long as

the Parent Rating, as noted by the applicable Rating Agency, is under publicly announced consideration for downgrade by the applicable Rating Agency.

“Real Property” shall mean, collectively, all right, title and interest (including any leasehold estate) in and to any and all parcels of or interests in real property owned in fee or leased by any Settlement Party, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, incidental to the ownership, lease or operation thereof.

“Receivables Assets” shall mean any right to payment created by or arising from sales of goods, leases of goods or the rendition of services rendered no matter how evidenced whether or not earned by performance (whether constituting accounts, general intangibles, chattel paper or otherwise).

“Receivables Entity” shall mean any direct or indirect Wholly Owned Subsidiary of the Parent which engages in no activities other than in connection with the financing of accounts receivable of the Receivables Sellers and which is designated (as provided below) as a “Receivables Entity” (a) with which neither the Parent nor any of its Subsidiaries has any contract, agreement, arrangement or understanding (other than pursuant to the Permitted Receivables Facility Documents (including with respect to fees payable in the ordinary course of business in connection with the servicing of accounts receivable and related assets)) on terms less favorable to the Parent or such Subsidiary than those that might be obtained at the time from persons that are not Affiliates of the Parent (as determined by a Primary Obligor in good faith) and (b) to which neither the Parent nor any other Subsidiary has any obligation to maintain or preserve such entity’s financial condition or cause such entity to achieve certain levels of operating results (other than pursuant to Standard Securitization Undertakings). Any such designation shall be evidenced to the Opioid Trust by filing with the Opioid Trust an officer’s certificate of the Parent certifying that, to the best of such officer’s knowledge and belief after consultation with counsel, such designation complied with the foregoing conditions. ST US AR Finance LLC, a Delaware limited liability company, shall constitute a Receivables Entity for all purposes under this Agreement with respect to the Effective Date A/R Facility and the Parent shall not be required to deliver any certificate designating it as such.

“Receivables Seller” shall mean the Primary Obligors and those Subsidiaries that are from time to time party to the Permitted Receivables Facility Documents (other than any Receivables Entity).

“Recovery Event” shall mean any event that gives rise to the receipt by the Parent or any of its Subsidiaries of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or Real Property (including any improvements thereon).

“Reference Indebtedness” shall have the meaning set forth in the definition of “Subsidiary Settlement Party”.

“Reference Period” has the meaning set forth in the definition of “Pro Forma Basis.”

“Refinance” shall have the meaning assigned to such term in the definition of the term “Permitted Refinancing Indebtedness,” and “Refinanced” shall have a meaning correlative thereto.

“Regulation U” shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Related Parties” shall mean, with respect to any specified person, such person’s controlled and controlling Affiliates and the respective directors, trustees, officers, employees, agents, advisors and members of such person and such person’s controlled and controlling Affiliates.

“Release” shall mean any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, emanating or migrating in, into, onto or through the Environment.

“Reportable Event” shall mean any reportable event as defined in Section 4043(c) of ERISA or the regulations issued thereunder, other than those events as to which the 30-day notice period referred to in Section 4043(c) of ERISA has been waived, with respect to a Plan (other than a Plan maintained by an ERISA Affiliate that is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code).

“Required Percentage” shall mean, with respect to an Applicable Period, 50%; provided, that, so long as no Default or Event of Default shall have occurred and is continuing, if the Total Net Leverage Ratio as at the end of the Applicable Period is (x) less than or equal to 4.50 to 1.00, such percentage shall be 25% or (y) 3.50 to 1.00, such percentage shall be 0%.

“Requirement of Law” shall mean, as to any person, any law, treaty, rule, regulation, statute, order, ordinance, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding upon such person or any of its property or assets or to which such person or any of its property or assets is subject.

“Responsible Officer” of any person shall mean any director (*administrateur*), manager (*gérant*), executive officer or Financial Officer of such person, any authorized signatory appointed by the board of directors (*conseil d’administration*) or board of managers (*conseil de gérance*) of such person (as applicable) and any other officer or similar official thereof responsible for the administration of the obligations of such person in respect of this Agreement, or any other duly authorized employee or signatory of such person.

“Restricted Margin Stock” shall mean, at any time, all Margin Stock owned by the Parent and its Subsidiaries which is not Unrestricted Margin Stock.

“Restricted Payments” shall have the meaning assigned to such term in Section 6.06. The amount of any Restricted Payment made other than in the form of cash or cash equivalents shall be the Fair Market Value thereof.

“Retained Excess Cash Flow Overfunding” shall mean, at any time, in respect of any Excess Cash Flow Period, the amount, if any, by which the portion of the Available Amount attributable to the Retained Percentage of Excess Cash Flow for all Excess Cash Flow Interim Periods used in such Excess Cash Flow Period exceeds the actual Retained Percentage of Excess Cash Flow for such Excess Cash Flow Period.

“Retained Percentage” shall mean, with respect to any Excess Cash Flow Period (or Excess Cash Flow Interim Period), (a) 100% minus (b) the Required Percentage with respect to such Excess Cash Flow Period (or Excess Cash Flow Interim Period).

“S&P” shall mean Standard & Poor’s Ratings Group or any successor to the rating agency business thereof.

“Sale and Lease-Back Transaction” shall have the meaning assigned to that term in Section 6.03.

“SEC” shall mean the Securities and Exchange Commission or any successor thereto.

“Secured Cash Management Agreement” shall mean any Cash Management Agreement that is secured by the Liens securing the Takeback Term Loans or any refinancing or replacement thereof.

“Secured Hedge Agreement” shall mean any Hedging Agreement that is secured by the Liens securing the Takeback Term Loans or any refinancing or replacement thereof.

“Secured Net Leverage Ratio” shall mean, as of any date of determination, the ratio of (a) Consolidated Secured Net Debt as of such date to (b) Adjusted Consolidated EBITDA for the most recently ended Test Period for which financial statements of the Parent have been delivered (or were required to be delivered) as required by this Agreement, all determined on a consolidated basis in accordance with Applicable Accounting Principles; provided that Adjusted Consolidated EBITDA shall be determined for the relevant Test Period on a Pro Forma Basis.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Securitization Repurchase Obligation” means any obligation of a seller of Permitted Receivables Facility Assets in a Qualified Receivables Facility to repurchase Receivables Assets arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a Permitted Receivables Facility Asset or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

“Settlement Documents” shall mean (a) this Agreement, (b) the Subsidiary Guarantee Agreement and (c) solely as to the provisions thereof providing specifically for the payment or prepayment of the Opioid Deferred Cash Payments, the Plan of Reorganization. For the avoidance of doubt, no provisions of the Plan of Reorganization (other than those provisions providing specifically for the payment or prepayment of the Opioid Deferred Cash Payments)

shall constitute Settlement Documents, notwithstanding that such provisions may impose obligations of any kind (even if related to Opioid Deferred Cash Payments) on Parent or any of its Subsidiaries to the Opioid Trust (or any of its successors or assigns, in part or in whole) or any of its beneficiaries or Related Parties.

“Settlement Parties” shall mean the Parent, the Primary Obligors and the Subsidiary Settlement Parties.

“Settlement Parties’ Materials” shall have the meaning assigned to such term in Section 9.17.

“Significant Subsidiary” means any Subsidiary that would be a “Significant Subsidiary” of the Parent within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC (or any successor provisions).

“Similar Business” shall mean any business, the majority of whose revenues are derived from (i) business or activities conducted by the Parent and its Subsidiaries on the Effective Date, (ii) any business that is a natural outgrowth or reasonable extension, development or expansion of any such business or any business similar, reasonably related, incidental, complementary or ancillary to any of the foregoing or (iii) any business that in the Parent’s good faith business judgment constitutes a reasonable diversification of businesses conducted by the Parent and its Subsidiaries.

“SpecGx” shall have the meaning assigned to such term in the Preamble hereto.

“SpecGx Holdings” shall have the meaning assigned to such term in the Preamble hereto.

“Spot Rate” shall mean, with respect to any currency, the spot selling rate posted by Reuters on its website for the sale of the applicable currency in Dollars at approximately 11:00 a.m., New York City time, two Business Days prior to the date of such determination; provided that if, at the time of any such determination, for any reason, no such spot rate is being quoted, the spot selling rate shall be determined by reference to such commonly available service for displaying exchange rates (*e.g.*, Bloomberg or the Wall Street Journal) as may be reasonably selected by the Opioid Trust or, in the event no such service can reasonably be identified, such spot selling rate obtained from another money center commercial bank reasonably selected by the Opioid Trust.

“Standard Securitization Undertakings” shall mean representations, warranties, covenants and indemnities entered into by the Parent or any Subsidiary thereof in connection with a Qualified Receivables Facility which are reasonably customary (as determined in good faith by a Primary Obligor) in an accounts receivable financing transaction in the commercial paper, term securitization or structured lending market, it being understood that (a) any Securitization Repurchase Obligation and (b) any relevant representations, warranties, covenants and indemnities set forth in the Effective Date A/R Facility shall each be deemed to be a Standard Securitization Undertaking.

“subsidiary” shall mean, with respect to any person (herein referred to as the “parent”), any corporation, limited liability company, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” shall mean, unless the context otherwise requires, a subsidiary of the Parent. Notwithstanding the foregoing (and except for purposes of the definition of “Unrestricted Subsidiary” contained herein) an Unrestricted Subsidiary shall be deemed not to be a Subsidiary of the Parent or any of its Subsidiaries for purposes of this Agreement.

“Subsidiary Guarantee Agreement” shall mean the Subsidiary Guarantee Agreement dated as of the Effective Date as may be amended, restated, supplemented or otherwise modified from time to time, between each Subsidiary Settlement Party and the Opioid Trust (and its successors and assigns, in part or in whole). The Subsidiary Guarantee Agreement shall also be deemed to include any guaranty agreement prepared under applicable local law (in the case of a Subsidiary Settlement Party that is a Foreign Subsidiary) where the Opioid Trust has reasonably determined, based on the advice of counsel, that a separate Guarantee (or modified form of Guarantee) is preferable under relevant local law.

“Subsidiary Redesignation” shall have the meaning provided in the definition of “Unrestricted Subsidiary” contained in this Section 1.01.

“Subsidiary Settlement Party” shall mean (a) each Primary Obligor (other than with respect to its own primary Opioid Obligations), (b) each other Subsidiary of the Parent that is a borrower, issuer, pledgor or guarantor under (I) the Takeback Term Loans, (II) the Existing Secured Notes, (III) any Material Indebtedness incurred to refinance or replace any of the Indebtedness described in clause (I) or (II) or this clause (III) (as determined in good faith by a Primary Obligor and evidenced by a certificate of a Responsible Officer of a Primary Obligor delivered to the Opioid Trust), (IV) any other Capital Markets Indebtedness of the Parent, any Primary Obligor or any Guarantor, regardless of whether such Capital Markets Indebtedness refinances or replaces the Existing Secured Notes or is otherwise entered into, or (V) other Material Indebtedness with substantially the same borrowers and guarantors (considered as a whole) as the Indebtedness described in clause (I) or (II) (as determined in good faith by a Primary Obligor and evidenced by a certificate of a Responsible Officer of a Primary Obligor delivered to the Opioid Trust) (any Indebtedness described in clauses (I) through (V), “Reference Indebtedness”) and (c) each other Subsidiary that has delivered a supplement to the Subsidiary Guarantee Agreement and not been released therefrom. Subject to Section 6.12, neither Mallinckrodt Holdings GmbH nor, so long as any provision of any Indebtedness prohibits the Co-Borrower from providing a Guarantee of the Obligations, the Co-Borrower shall be required to become a Subsidiary Settlement Party. Notwithstanding anything contained in this Agreement to the contrary, a transfer of any assets from any Settlement Party organized in a Qualified Jurisdiction to a Subsidiary Settlement Party that is not organized in a Qualified Jurisdiction shall, for purposes of Sections 6.04 and 6.05, be deemed to be an Investment in a Subsidiary that

is not a Settlement Party and shall be permitted only to the extent such transfer is permitted pursuant to such Sections.

“Swap Obligation” shall mean, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Takeback Term Loan Credit Agreement” shall mean the Credit Agreement, dated as of the Effective Date, among the Parent, the Primary Obligors, as borrowers, the lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., as administrative agent, and Deutsche Bank AG New York Branch, as collateral agent, as amended, modified or supplemented from time to time.

“Takeback Term Loans” shall mean the term loans issued pursuant to the Takeback Term Loan Credit Agreement on the Effective Date pursuant to the terms of the Plan of Reorganization.

“Taxes” shall mean any and all present or future taxes, duties, levies, imposts, assessments, deductions, withholdings or other similar charges imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis and any interest, fines, penalties or additions to tax with respect to the foregoing.

“Termination Date” shall mean the date on which all Opioid Obligations shall have been paid in full in cash (other than in respect of contingent claims not then due).

“Test Period” shall mean, on any date of determination, the period of four consecutive fiscal quarters of the Parent then most recently ended (taken as one accounting period) for which financial statements have been (or were required to be) delivered pursuant to Section 5.04(a) or 5.04(b); provided that prior to the first date financial statements have been delivered pursuant to Section 5.04(a) or 5.04(b), the Test Period in effect shall be the four fiscal quarter period ending April 1, 2022.

“Third Party Funds” shall mean any accounts or funds, or any portion thereof, received by the Parent or any of its Subsidiaries as agent on behalf of third parties in accordance with a written agreement that imposes a duty upon the Parent or one or more of its Subsidiaries to collect and remit those funds to such third parties.

“Total Net Leverage Ratio” shall mean, as of any date of determination, the ratio of (a) Consolidated Total Net Debt as of such date to (b) Adjusted Consolidated EBITDA for the most recently ended Test Period for which financial statements of the Parent have been delivered (or were required to be delivered) as required by this Agreement, all determined on a consolidated basis in accordance with Applicable Accounting Principles; provided that Adjusted Consolidated EBITDA shall be determined for the relevant Test Period on a Pro Forma Basis.

“Transaction Documents” shall mean the Definitive Documents (as defined in the Plan of Reorganization).

“Transaction Expenses” shall mean any fees or expenses incurred or paid by the Parent or any of its Subsidiaries in connection with the Transactions, the Transaction Documents, this Agreement and the other Settlement Documents, and the transactions contemplated hereby and thereby.

“Transactions” shall mean, collectively, the transactions to occur pursuant to the Transaction Documents, including (a) all transactions contemplated by the Plan of Reorganization (including the entrance into, and performance under, the Transaction Documents); (b) the execution, delivery and performance of the Settlement Documents; and (c) the payment of all fees and expenses to be paid and owing in connection with the foregoing.

“Uniform Commercial Code” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any asset or property.

“Unrestricted Cash” shall mean cash or Permitted Investments of the Parent or any of its Subsidiaries that would not appear as “restricted” on a consolidated balance sheet of the Parent or any of its Subsidiaries.

“Unrestricted Margin Stock” shall mean, at any time, all Margin Stock owned by the Parent and its Subsidiaries to the extent the value thereof exceeds 25% of the aggregate value of all assets owned by the Parent and its Subsidiaries then subject to the covenants contained in Sections 6.02 and 6.05.

“Unrestricted Subsidiary” shall mean (1) any Subsidiary of the Parent, whether now owned or acquired or created after the Effective Date, that is designated after the Effective Date by a Primary Obligor as an Unrestricted Subsidiary hereunder by written notice to the Opioid Trust; provided, that a Primary Obligor shall only be permitted to so designate a new Unrestricted Subsidiary after the Effective Date so long as (a) no Default or Event of Default has occurred and is continuing or would result therefrom, (b) [reserved], (c) all Investments in such Unrestricted Subsidiary at the time of designation (as contemplated by the immediately following sentence) together with all Investments in any other Unrestricted Subsidiary designated as such in reliance on this clause (1) at the time of designation thereof (as contemplated by the immediately following sentence) are permitted by Section 6.04(j), (d) such Subsidiary being designated as an “Unrestricted Subsidiary” shall also, concurrently with such designation and thereafter, constitute an “Unrestricted Subsidiary” for purposes for all other Material Indebtedness of the Parent or its Subsidiaries issued or incurred after the Effective Date that contains a similar concept, (e) such Subsidiary was not previously designated as an Unrestricted Subsidiary and thereafter re-designated as a Subsidiary, and (f) the Parent shall have delivered to the Opioid Trust an officer’s certificate executed by a Responsible Officer of the Parent, certifying to the best of such officer’s knowledge, compliance with the requirements of this proviso; and (2) any subsidiary of an Unrestricted Subsidiary (unless transferred to such Unrestricted Subsidiary or any of its subsidiaries by the Parent or one or more of its Restricted Subsidiaries after the date of the designation of the parent entity as a “Unrestricted Subsidiary” hereunder, in which case the subsidiary so transferred would be required to be independently designated in accordance with preceding clause (1)). The designation of any Subsidiary as an

Unrestricted Subsidiary shall constitute an Investment by the Parent (or its Subsidiaries) therein at the date of designation in an amount equal to the Fair Market Value of the Parent's (or its Subsidiaries') Investments therein, which shall be required to be permitted on such date in accordance with Section 6.04(j). A Primary Obligor may designate any Unrestricted Subsidiary to be a Subsidiary for purposes of this Agreement (each, a "Subsidiary Redesignation"); provided, that (i) no Default or Event of Default has occurred and is continuing or would result therefrom (after giving effect to the provisions of the immediately succeeding sentence), (ii) [reserved,] and (iii) a Primary Obligor shall have delivered to the Opioid Trust an officer's certificate executed by a Responsible Officer of a Primary Obligor, certifying to the best of such officer's knowledge, compliance with the requirements of preceding clauses (i) and (ii). The designation of any Unrestricted Subsidiary as a Subsidiary after the Effective Date shall constitute (i) the incurrence at the time of designation of any Investment, Indebtedness or Liens of such Subsidiary existing at such time and (ii) a return on any Investment by the applicable Settlement Party (or its relevant Subsidiaries) in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the Fair Market Value at the date of such designation of such Settlement Party's (or its relevant Subsidiaries') Investment in such Subsidiary. Notwithstanding anything to the contrary contained above, none of the Primary Obligors shall be permitted to be an Unrestricted Subsidiary. As of the Effective Date, there are no Unrestricted Subsidiaries.

"Weighted Average Life to Maturity" shall mean, when applied to the Opioid Deferred Cash Payments or any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining Opioid Deferred Cash Payment or installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of, as the case may be, the Opioid Deferred Cash Payments or such Indebtedness.

"Wholly Owned Domestic Subsidiary" shall mean a Wholly Owned Subsidiary that is also a Domestic Subsidiary.

"Wholly Owned Subsidiary" of any person shall mean a subsidiary of such person, all of the Equity Interests of which (other than directors' qualifying shares or nominee or other similar shares required pursuant to applicable law) are owned by such person or another Wholly Owned Subsidiary of such person. Unless the context otherwise requires, "Wholly Owned Subsidiary" shall mean a Subsidiary of the Parent that is a Wholly Owned Subsidiary of the Parent.

"Withdrawal Liability" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Working Capital" shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis at any date of determination, Current Assets at such date of determination minus Current Liabilities at such date of determination; provided, that, for purposes of calculating Excess Cash Flow, increases or decreases in Working Capital shall be calculated

without regard to any changes in Current Assets or Current Liabilities as a result of (a) any reclassification in accordance with Applicable Accounting Principles of assets or liabilities, as applicable, between current and noncurrent or (b) the effects of purchase accounting.

Section 1.02 Terms Generally; Applicable Accounting Principles. The definitions set forth or referred to in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, any reference in this Agreement to any Settlement Document shall mean such document as amended, restated, amended and restated, supplemented or otherwise modified from time to time. Except as otherwise expressly provided herein or therein, any reference herein or in any other Settlement Document to the Opioid Trust shall be construed to include the Opioid Trust’s successors and assigns in whole, but not in part. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Parent notifies the Opioid Trust that the Parent requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Opioid Trust notifies the Parent that it requests an amendment to any provision hereof for such purpose), and so long as the same request is made under the agreements governing the Takeback Term Loans (and, if applicable, any Permitted Refinancing Indebtedness thereof (to the extent permitted thereunder)), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. At any time after the Effective Date, the Parent may elect (by written notice to the Opioid Trust) to change its financial reporting (both hereunder and for its audited financial statements generally) from GAAP to International Financial Reporting Standards (as issued by the International Accounting Standards Board and the International Financial Reporting Standards Interpretations Committee and/or adopted by the European Union (“IFRS”)), as in effect from time to time, in which case, and so long as the same election is made under the agreements governing the Takeback Term Loans (and, if applicable, any Permitted Refinancing Indebtedness thereof (to the extent permitted thereunder)), all references herein to GAAP (except for historical financial statements theretofore prepared in accordance with GAAP) shall instead be deemed references to the IFRS and the related accounting standards as shown in the first set of audited financial statements prepared in accordance therewith and delivered pursuant to this Agreement; provided that, (x) if the Parent notifies the Opioid Trust that the Parent requests an amendment to any provision hereof to eliminate the effect of any change occurring as a result of the adoption of IFRS or in the application thereof on the operation of such provision, and so long as the same request is made under the agreements governing the Takeback Term Loans (and, if applicable, any Permitted Refinancing Indebtedness thereof), or (y) if the Opioid Trust notifies the Parent that it requests an amendment to any provision hereof for such purpose, then such provision shall be interpreted on the basis of GAAP as otherwise required above (and without regard to this sentence) until such notice shall have been withdrawn or such provision amended in accordance herewith.

Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Parent or any Subsidiary at “fair value”, as defined therein, (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof and (iii) for the avoidance of doubt, except as provided in the definition of “Consolidated Net Income”, without giving effect to the financial condition, results and performance of the Unrestricted Subsidiaries. Notwithstanding anything contained in the definition of Applicable Accounting Principles to the contrary, unless a Primary Obligor otherwise elects by delivery of a notice delivered to the Opioid Trust, all obligations under any leases of any person that are or would be characterized as operating lease obligations in accordance with GAAP as in effect in the United States on January 31, 2018 (whether or not such operating lease obligations were in effect on such date) shall continue to be accounted for as operating lease obligations (and not as Capitalized Lease Obligations) for purposes of this Agreement regardless of any change in GAAP following the date that would otherwise require such obligations to be recharacterized as Capitalized Lease Obligations.

Section 1.03 Exchange Rates; Currency Equivalents. Except for purposes of financial statements delivered by Settlement Parties hereunder or calculating financial ratios hereunder or except as otherwise provided herein, the applicable amount of any currency (other than Dollars) for purposes of the Settlement Documents shall be such Dollar Equivalent amount as determined in accordance with this Agreement. No Default or Event of Default shall arise as a result of any limitation or threshold set forth in Dollars in Article VI or Sections 7.01(d) and 7.01(g) hereof (or, in each case, in the definition of any term used therein) being exceeded solely as a result of changes in currency exchange rates from those rates applicable on the first day of the fiscal quarter of the Parent in which such determination occurs or in respect of which such determination is being made.

Section 1.04 Timing of Payment or Performance. Except as otherwise expressly provided herein, when the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day.

Section 1.05 Times of Day. Unless otherwise specified herein, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.06 Special Luxembourg Provisions. Without prejudice to the generality of any provision of this Agreement, to the extent this Agreement relates to the Lux Borrower or any other Lux Settlement Party, a reference to: (a) a winding-up, administration or dissolution includes, without limitation, bankruptcy (*faillite*), composition with creditors

(*concordat préventif de faillite*), moratorium or reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*) or general settlement with creditors; (b) a receiver, administrative receiver, administrator, trustee, custodian, sequestrator, conservator, compulsory manager, interim manager or similar officer appointed for the reorganization or liquidation of the business of a person includes, without limitation, a *juge délégué, commissaire, juge-commissaire, mandataire ad hoc, administrateur provisoire, liquidateur* or *curateur* or similar officer pursuant to any insolvency or similar proceedings; (c) a lien or security interest includes any *hypothèque, nantissement, gage, privilège, sûreté réelle, droit de rétention* and any type of security in rem (*sûreté réelle*) or agreement or arrangement having a similar effect and any transfer of title by way of security; (d) a person being unable to pay its debts includes that person being in a state of *cessation de paiements*; (e) gross negligence means *faute lourde* and wilful misconduct means *faute dolosive*; (f) creditors process means an executory attachment (*saisie exécutoire*) or conservatory attachment (*saisie conservatoire*); (g) a guarantee includes any *garantie* which is independent from the debt to which it relates and excludes any suretyship (*cautionnement*) within the meaning of Articles 2011 and seq. of the Luxembourg Civil Code; (h) by-laws or constitutional documents includes its up-to-date (restated) articles of association (*statuts coordonnés*); (i) a director includes an *administrateur* or a *gérant*; (j) a set-off includes, for purposes of Luxembourg law, statutory set-off; (k) an agent includes, without limitation, a *mandataire*; and (l) shares include *parts sociales* or *actions*.

## ARTICLE II OPIOID DEFERRED CASH PAYMENTS

Section 2.01 Repayment of Opioid Deferred Cash Payments. The Primary Obligors shall pay to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable), to the account(s) most recently specified for such purposes in a written notice delivered by the Opioid Trust (or, if applicable, any successor or assignee thereof) to the Primary Obligors, each of the Opioid Deferred Cash Payments on the dates and in the amounts specified in the Plan of Reorganization.

Section 2.02 Prepayment of Opioid Deferred Cash Payments. The Primary Obligors shall have the right at any time and from time to time to prepay the Opioid Deferred Cash Payments in whole or in part, without premium or penalty; provided that if such prepayment occurs on or prior to the date that is eighteen (18) months after the Effective Date, the amount required to make such prepayment shall be (a) for prepayment in full (and with no prior prepayments having been made) as of the end of each of the 18 months after the Effective Date, the amount set forth on Schedule 1.01(C) hereof in respect of such month or (b) to the extent a prepayment is partial, is made following an earlier prepayment, or occurs other than at the end of a month, an amount equal to the present value of the amounts to be prepaid, at the date of prepayment, discounted at the discount rate that would be required for (i) (A) the present value of the then-remaining scheduled Opioid Deferred Cash Payments at the prepayment date (without giving effect to any prior prepayments), excluding the payment due on the eighth anniversary of the Effective Date, plus (B) \$450,000,000 to equal (ii) (A) the present value of the payments that would have been remaining under the Original Payment Schedule at the prepayment date (excluding the initial \$300,000,000 payment provided for in the Original

Payment Schedule and any other payments that would have been made by such date, but without giving effect to any prior prepayments), discounted at a discount rate of 12% per annum, plus (B) \$300,000,000; provided that to the extent the Primary Obligors or any other Settlement Party seeks to prepay only a portion of the Opioid Deferred Cash Payments in accordance with the Plan of Reorganization and this Section 2.02, such prepayment (x) may not be funded from the proceeds of the incurrence of Indebtedness and (y) shall be applied to prepay Opioid Deferred Cash Payments in accordance with the above in inverse order beginning with the payment due on the eighth anniversary of the Effective Date. For the purposes of this Section 2.02 and the prepayment of any Opioid Deferred Cash Payments, months shall be calculated starting from the Effective Date, not calendar months.

#### Section 2.03 Payments Generally.

(a) Unless otherwise specified, each Primary Obligor shall make each payment required to be made by it hereunder prior to 3:00 p.m., Local Time, on the date when due, in immediately available funds, without condition or deduction for any defense, recoupment, set-off, or counterclaim. All payments made under the Settlement Documents shall be made in Dollars.

(b) Any proceeds received by the Opioid Trust (or any of its successors or assigns, in part or in whole) (whether as a result of any setoff rights, any distribution in connection with any proceeding or other action of any Settlement Party in respect of any Bankruptcy Law or otherwise and whether received in cash or otherwise) (i) not constituting a specific payment of an Opioid Deferred Cash Payment, fees or other sum payable under the Settlement Documents or (ii) after an Event of Default has occurred and is continuing and the Opioid Trust so elects, such funds shall be applied, *first*, to pay any fees, indemnities or expense reimbursements including amounts then due to the Opioid Trust, *second*, to pay any Opioid Deferred Cash Payment, and *third*, to the payment of any other Opioid Obligations due to the Opioid Trust (or any of its successors or assigns, in part or in whole) by the Settlement Parties.

#### Section 2.04 Taxes.

(a) Any and all payments by or on account of any obligation of the Primary Obligors under this Agreement shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of the Primary Obligors) requires the deduction or withholding of any Tax from any such payment by a Primary Obligor, then such Primary Obligor shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law. If such Tax is an Indemnified Tax, then the sum payable by the Primary Obligors (or by any other entity on account of the obligation of the Primary Obligors under this Agreement) shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the Opioid Trust (and its successors and assigns, in part or in whole) receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Primary Obligors. The Primary Obligors shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Opioid Trust (and its successors and assigns, in part or in whole) timely reimburse it for the payment of, any Other Taxes.

(c) Indemnification by the Primary Obligors. The Primary Obligors shall jointly and severally indemnify the Opioid Trust (and its successors and assigns, in part or in whole), within 15 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by the Opioid Trust (or any of its successors or assigns, in part or in whole) or required to be withheld or deducted from a payment to the Opioid Trust (or any of its successors or assigns, in part or in whole) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Notwithstanding the foregoing, solely in the case of a successor or assignee pursuant to Section 9.04, if the Primary Obligors assert by written notice within 15 days after receipt of such demand that such Indemnified Taxes were not correctly imposed or asserted by the relevant Governmental Authority (as determined by the Primary Obligors at a “should” level of comfort or greater), such successor or assignee shall use commercially reasonable efforts (at the expense of the Primary Obligors) in contesting the imposition of such Indemnified Taxes and will permit the Primary Obligors to participate in such contest if feasible, so long as such manner of contest would not materially prejudice the legal position of such successor or assignee. A certificate as to the amount of such payment or liability delivered to the Primary Obligors by the Opioid Trust (and its successors and assigns, in part or in whole) shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by the Primary Obligors to a Governmental Authority pursuant to this Section 2.04, the Primary Obligors shall deliver to the Opioid Trust (or any of its successors or assigns, in part or in whole) the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Opioid Trust (or any of its successors or assigns, in part or in whole).

(e) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (e) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (e) the payment of which would place the

indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(f) Survival. Each party's obligations under this Section shall survive any assignment of rights by the Opioid Trust (or any of its successors or assigns, in part or in whole), and the termination, payment, satisfaction or discharge of all obligations under any this Agreement.

(g) Notwithstanding anything to the contrary in this Agreement, except as otherwise required by Change in Law after the Effective Date and in compliance with the provisions of this clause (g), the parties shall not treat or report the arrangements under this Agreement as indebtedness for U.S. federal, state or local income Tax purposes. No party shall take any position that is inconsistent with such treatment for U.S. federal, state or local income Tax purposes unless otherwise required pursuant to a final "determination" within the meaning of Section 1313 of the Code (or corresponding provisions of applicable law with respect to applicable state and local income Tax purposes). If the Primary Obligors determine, based on advice from its U.S. tax advisor, that due to a Change in Law after the Effective Date the arrangements under this Agreement are required to be treated and reported as indebtedness for U.S. federal, state or local income Tax purposes, the Primary Obligors shall provide a prior written notice to the Opioid Trust and such parties shall negotiate in good faith the appropriate treatment of such arrangement. If such parties are unable to reach such an agreement within 20 days, such dispute shall be submitted for resolution to a nationally recognized accounting firm mutually agreed by the parties in a manner that is most consistent with the intention of the parties not to treat such arrangement as debt for U.S. federal, state and local income Tax purposes. For the avoidance of doubt, each reference in this Section 2.04(g) to the Opioid Trust shall be interpreted in accordance with Section 1.02 as a reference to the Opioid Trust and its successors and assigns in whole, but not in part.

Section 2.05 Claim Amount. In the event of any bankruptcy or other proceeding with respect to any Settlement Party under or pursuant to any Bankruptcy Law, the Opioid Trust (together with its successors and assigns, in part or in whole) shall be entitled to assert the full unpaid amount of the Opioid Deferred Cash Payments, without discount or reduction of any kind, including without limitation any discount or reduction that might otherwise be imposed by law, including Bankruptcy Law or any court administering any such proceeding, as a result of, or in connection with, the payment of any of the Opioid Deferred Cash Payments prior to their originally scheduled payment dates.

ARTICLE III  
CONDITIONS PRECEDENT

Section 3.01 Effective Date. This Agreement shall become effective as to all parties upon the first date when:

- (a) this Agreement shall have been executed by each of the Parent, the Primary Obligors;
- (b) the Guarantee Requirement shall have been satisfied;
- (c) the Bankruptcy Court shall have entered an order approving this Agreement and the Guarantee, incorporating them into the Confirmation Order and deeming this Agreement and the Guarantee executed by the Opioid Trust (the "Approval Order") and the Approval Order shall remain in full force and effect; and
- (d) the Effective Date (as defined in the Plan of Reorganization) shall have occurred.

ARTICLE IV  
[RESERVED]

ARTICLE V  
AFFIRMATIVE COVENANTS

The Parent and each Primary Obligor covenants and agrees with the Opioid Trust (and any of its successors and assigns, in part or in whole) that, until the Termination Date, unless the Opioid Trust shall otherwise consent in writing, the Parent and each Primary Obligor will, and will cause each of the Subsidiaries to:

Section 5.01 Existence; Business and Properties. (a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, except (i) in the case of a Subsidiary (other than Parent or any a Material Subsidiary), where the failure to do so would not reasonably be expected to have a Material Adverse Effect, (ii) as otherwise permitted under Section 6.05, and (iii) for the liquidation or dissolution of Subsidiaries if the assets of such Subsidiaries, to the extent they exceed estimated liabilities, are acquired by the Parent or a Wholly Owned Subsidiary of the Parent in such liquidation or dissolution; provided that (x) Subsidiary Settlement Parties may not be liquidated into Subsidiaries that are not Settlement Parties, and (y) Domestic Subsidiaries may not be liquidated into Foreign Subsidiaries (except in each case as permitted under Section 6.05(n)).

(b) Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, do or cause to be done all things necessary to (i) lawfully obtain, preserve, renew, extend and keep in full force and effect the permits, franchises, authorizations,

Intellectual Property, licenses and rights with respect thereto used in the conduct of its business, and (ii) at all times maintain, protect and preserve all property necessary to the normal conduct of its business and keep such property in good repair, working order and condition (ordinary wear and tear excepted), from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith, if any, may be properly conducted at all times (in each case except as permitted by this Agreement).

Section 5.02 Insurance. (a) Maintain, with financially sound and reputable insurance companies, insurance (subject to customary deductibles and retentions) in such amounts and against such risks as are customarily maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations. Notwithstanding the foregoing, the Parent and the Subsidiaries may self-insure with respect to such risks with respect to which companies of established reputation engaged in the same general line of business in the same general area usually self-insure.

(b) In connection with the covenants set forth in this Section 5.02, it is understood and agreed that:

(i) the Opioid Trust (and its successors and assigns, in part or in whole) and its and their respective agents or employees shall not be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 5.02, it being understood that (A) the Settlement Parties shall look solely to their insurance companies or any other parties other than the aforesaid parties for the recovery of such loss or damage and (B) such insurance companies shall have no rights of subrogation against the Opioid Trust (or any of its successors or assigns, in part or in whole) or its or their respective agents or employees. If, however, the insurance policies, as a matter of the internal policy of such insurer, do not provide waiver of subrogation rights against such parties, as required above, then each of the Parent and each Primary Obligor, on behalf of itself and behalf of each of its Subsidiaries, hereby agrees, to the extent permitted by law, to waive, and further agrees to cause each of their Subsidiaries to waive, its right of recovery, if any, against the Opioid Trust (and its successors and assigns, in part or in whole) and its and their respective agents and employees; and

(ii) the amount and type of insurance that the Parent and its Subsidiaries has in effect as of the Effective Date satisfy for all purposes the requirements of this Section 5.02.

Section 5.03 Taxes. Pay its obligations in respect of all Tax liabilities, assessments and governmental charges, before the same shall become delinquent or in default, except where (i) the amount or validity thereof is being contested in good faith by appropriate proceedings and a Primary Obligor or a Subsidiary thereof has set aside on its books adequate reserves therefor in accordance with GAAP or (ii) the failure to make payment could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.04 Financial Statements, Reports, etc. Furnish to the Opioid Trust:

(a) within 90 days after the end of each fiscal year of the Parent ending after the Effective Date, a consolidated balance sheet and related statements of operations, cash flows and owners' equity showing the financial position of the Parent and its Subsidiaries as of the close of such fiscal year and the consolidated results of their operations during such year and setting forth in comparative form the corresponding figures for the prior fiscal year, which consolidated balance sheet and related statements of operations, cash flows and owners' equity shall be accompanied by customary management's discussion and analysis and audited by independent public accountants of recognized national standing and accompanied by an opinion of such accountants (which opinion shall not be qualified as to scope of audit or as to the status of the Parent or any Material Subsidiary as a going concern, other than solely with respect to, or resulting solely from, an upcoming maturity date under any Indebtedness, but not any Opioid Deferred Payment Obligations, occurring within one year from the time such opinion is delivered) to the effect that such consolidated financial statements fairly present, in all material respects, the financial position and results of operations of the Parent and its Subsidiaries on a consolidated basis in accordance with Applicable Accounting Principles (it being understood that the delivery by the Parent of annual reports on Form 10-K of the Parent and its consolidated Subsidiaries shall satisfy the requirements of this Section 5.04(a) to the extent such annual reports include the information specified herein);

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Parent (commencing with the first fiscal quarter ending after the Effective Date), a consolidated balance sheet and related statements of operations and cash flows showing the financial position of the Parent and its Subsidiaries as of the close of such fiscal quarter and the consolidated results of their operations during such fiscal quarter and the then-elapsed portion of the fiscal year and setting forth in comparative form the corresponding figures for the corresponding periods of the prior fiscal year, all of which shall be in reasonable detail, which consolidated balance sheet and related statements of operations and cash flows shall be accompanied by customary management's discussion and analysis and which consolidated balance sheet and related statements of operations and cash flows shall be certified by a Financial Officer of the Parent on behalf of the Parent as fairly presenting, in all material respects, the financial position and results of operations of the Parent and its Subsidiaries on a consolidated basis in accordance with Applicable Accounting Principles (subject to normal year-end audit adjustments and the absence of footnotes) (it being understood that the delivery by the Parent of quarterly reports on Form 10-Q of the Parent and its consolidated Subsidiaries shall satisfy the requirements of this Section 5.04(b) to the extent such quarterly reports include the information specified herein);

(c) (x) no later than five (5) days after any financial statements are delivered or required to be delivered under clause (a) or (b) above, a certificate of a Financial Officer of the Parent (i) certifying that no Event of Default or Default has occurred since the date of the last certificate delivered pursuant to this Section 5.04(c) (or since the Effective Date in the case of the first such certificate) or, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto and (ii) setting forth the calculation and uses of the Available Amount for the fiscal period then ended if any Primary Obligor shall have used the Available Amount for any purpose

during such fiscal period and (y) no later than five (5) days after any financial statements are delivered or required to be delivered under clause (a) above, if the accounting firm is not restricted from providing such a certificate by its policies office, a certificate of the accounting firm opining on or certifying such statements stating whether they obtained knowledge during the course of their examination of such statements of any Default or Event of Default (which certificate may be limited to accounting matters and disclaim responsibility for legal interpretations);

(d) promptly after the same become publicly available, copies of all periodic and other publicly available reports, proxy statements and, to the extent requested by the Opioid Trust, other materials filed by the Parent, any Primary Obligor or any of the Subsidiaries with the SEC, or distributed to its stockholders generally, as applicable; provided, however, that such reports, proxy statements, filings and other materials required to be delivered pursuant to this clause (d) shall be deemed delivered for purposes of this Agreement when posted to the website of the Parent or the website of the SEC;

(e) within 90 days after the beginning of each fiscal year of the Parent that commences after the Effective Date, a consolidated annual budget for such fiscal year consisting of a projected consolidated balance sheet of the Parent and its Subsidiaries as of the end of the following fiscal year and the related consolidated statements of projected cash flow and projected income (collectively, the “Budget”), which Budget shall in each case be accompanied by the statement of a Financial Officer of the Parent to the effect that the Budget is based on assumptions believed by the Parent to be reasonable as of the date of delivery thereof; and

(f) promptly, from time to time, such other information regarding the post-Effective Date operations, business affairs and financial condition of the Parent, the Primary Obligors or any of the Subsidiaries, or compliance with the terms of any Settlement Document, as in each case the Opioid Trust may reasonably request; provided that any request for information related to investigating, preserving or pursuing the Assigned Claims (as defined in the Opioid MDT II Cooperation Agreement) or defending against Opioid Claims (as defined in the Plan of Reorganization) (collectively, “Cooperation Agreement Information”) shall be made pursuant to the Opioid MDT II Cooperation Agreement.

The Parent and each Primary Obligor hereby acknowledge and agree that all financial statements furnished pursuant to paragraphs (a), (b) and (d) of this Section 5.04 are hereby deemed to be Settlement Parties’ Materials suitable for distribution, and to be made available, to any partial assignee of the Opioid Trust, the Beneficiaries of the Opioid Trust and their respective advisors, as contemplated by Section 9.16, and may be treated by the Opioid Trust and such Beneficiaries and advisors as if the same had been marked “PUBLIC” in accordance with such Section (unless a Primary Obligor otherwise notifies the Opioid Trust in writing on or prior to delivery thereof).

Section 5.05 Litigation and Other Notices. Furnish to the Opioid Trust written notice of the following promptly after any Responsible Officer of the Parent or a Primary Obligor obtains actual knowledge thereof:

(a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) proposed to be taken with respect thereto;

(b) the filing or commencement of, or any written threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority or in arbitration, against the Parent, a Primary Obligor or any of the Subsidiaries as to which an adverse determination is reasonably probable and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect;

(c) any other development specific to the Parent, a Primary Obligor or any of the Subsidiaries that is not a matter of general public knowledge and that has had, or would reasonably be expected to have, a Material Adverse Effect; and

(d) the occurrence of any ERISA Event that, together with all other ERISA Events that have occurred, would reasonably be expected to have a Material Adverse Effect.

Each notice delivered under this Section 5.05 shall be accompanied by a statement of a Responsible Officer of the Parent setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.06 Compliance with Laws. Comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 5.07 Maintaining Records; Access to Properties and Inspections. Maintain all financial records in accordance with Applicable Accounting Principles and permit any persons designated by the Opioid Trust to visit and inspect the post-Effective Date financial records and the properties of the Parent, the Primary Obligors or any of the Subsidiaries at reasonable times, upon reasonable prior notice to a Primary Obligor, and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any persons designated by the Opioid Trust upon reasonable prior notice to a Primary Obligor to discuss the post-Effective Date business affairs, finances and financial condition of the Parent, the Primary Obligors or any of the Subsidiaries with the officers thereof and independent accountants therefor (so long as a Primary Obligor has the opportunity to participate in any such discussions with such accountants), in each case, subject to reasonable requirements of confidentiality, including requirements imposed by law or by contract (including Section 9.16). The Parent and each Primary Obligor acknowledges that the Opioid Trust, after exercising its rights of inspection, may prepare and distribute to any of its successors and assigns and the Beneficiaries of the Opioid Trust and their respective advisors certain reports pertaining to Parent and its Subsidiaries' assets for internal use by the Opioid Trust and such Beneficiaries and advisors, subject to requirements of confidentiality set forth in Section 9.16.

Section 5.08 Compliance with Environmental Laws. Comply, and make reasonable efforts to cause all lessees and other persons occupying its properties to comply, with all applicable Environmental Laws; and obtain and renew all required Environmental Permits, except, in each case with respect to this Section 5.08, to the extent the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.09 Further Assurances. Execute any and all further documents, financing statements, agreements and instruments, and take all such further actions, that the Opioid Trust may reasonably request (including, without limitation, those required by applicable law), to satisfy the Guarantee Requirement and to cause the Guarantee Requirement to be and remain satisfied, all at the expense of the Settlement Parties. If (i) any additional direct or indirect Subsidiary of the Parent is formed or acquired after the Effective Date (with any Subsidiary Redesignation resulting in an Unrestricted Subsidiary becoming a Subsidiary being deemed to constitute the acquisition of a Subsidiary) and such Subsidiary qualifies as a Subsidiary Settlement Party or (ii) any person qualifies (but did not previously qualify) as a Subsidiary Settlement Party (including, for the avoidance of doubt, pursuant to the definition of “Subsidiary Settlement Party”), in each case, within 10 Business Days after the date such Subsidiary qualifies as a Subsidiary Settlement Party (or such longer period as the Opioid Trust may agree in its sole discretion), the Primary Obligors shall notify the Opioid Trust thereof and, within 15 Business Days (in the case of a Domestic Subsidiary) or 25 Business Days (in the case of a Foreign Subsidiary) after the date such Subsidiary qualifies as a Subsidiary Settlement Party or such longer period as the Opioid Trust may agree in its sole discretion, cause the Guarantee Requirement to be satisfied with respect to such Subsidiary.

Section 5.10 Change of Control Triggering Event. Within thirty (30) days following the occurrence of a Change of Control Triggering Event, the Primary Obligors shall (I) notify the Opioid Trust (a) that a Change of Control Triggering Event has occurred, (b) of the relevant facts and circumstances regarding such Change of Control Triggering Event and (c) of the potential repayment date (which shall be no earlier than thirty (30) days nor later than sixty (60) days from the date such notice is sent; provided that in the case of a conditional Change of Control Triggering Event notice delivered in advance of a Change of Control Triggering Event as described below, the potential repayment date will be stated and may be based on a date relative to the closing of the applicable transaction that is expected to result in a Change of Control Triggering Event and which may be tolled until the occurrence of a Change of Control Triggering Event), and (II) make an offer to the Opioid Trust (and its successors and assigns, in part or in whole) to prepay the undiscounted amount of all remaining Opioid Deferred Cash Payments. At any time on or prior to the date that is ten (10) Business Days prior to such potential repayment date, the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) may, in its or their respective sole discretion, decline the Primary Obligors’ offer to prepay the applicable remaining Opioid Deferred Cash Payments by delivering written notice to the Primary Obligors of such election. In the event that the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) fails to timely deliver such notice, the Primary Obligors shall so pay the undiscounted amount of the applicable remaining Opioid Deferred Cash Payments, and the undiscounted amount of the applicable remaining Opioid Deferred Cash Payments shall be due and payable, on the earlier of (x) the potential repayment date set forth in the notice delivered to the Opioid Trust pursuant to this Section 5.10 and (y) ninety (90) days after the occurrence of the Change of Control Triggering Event. A Change of Control Triggering Event notice may be made in advance of a Change of Control Triggering Event, and conditioned upon such Change of Control Triggering Event, if a definitive agreement is in place for the applicable Change of Control at the time of making of the Change of Control Triggering Event notice.

## ARTICLE VI

### *Negative Covenants*

The Parent and each Primary Obligor covenants and agrees with the Opioid Trust (and its successors and assigns, in part or in whole) that, until the Termination Date, unless the Opioid Trust shall otherwise consent in writing, the Parent and each Primary Obligor will not, and will not permit any of the Subsidiaries to:

Section 6.01 Indebtedness. Incur, create, assume or permit to exist any Indebtedness, except:

(a) Indebtedness (other than as described in Section 6.01(v) and Section 6.01(bb) below) existing or committed on the Effective Date (provided, that any such Indebtedness (x) that is owed to any person other than Parent and one or more of its Subsidiaries, in an aggregate amount in excess of \$5,000,000 shall be set forth in Part A of Schedule 6.01 and (y) owing to Parent or one or more of its Subsidiaries in an individual amount in excess of \$5,000,000 shall be set forth on Part B of Schedule 6.01) and any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness; provided that (1) any Indebtedness outstanding pursuant to this clause (a) which is owed by a Settlement Party to any Subsidiary that is not a Settlement Party shall be subordinated in right of payment to the same extent required pursuant to Section 6.01(e) and (2) any Permitted Refinancing Indebtedness at any time incurred with respect to any Indebtedness described in clause (y) of this Section 6.01(a) outstanding on the Effective Date (or an issue of Permitted Refinancing Indebtedness incurred in respect thereof or prior to the incurrence of such Permitted Refinancing Indebtedness) may only be owed to the Parent or its respective Subsidiary to which the Indebtedness described in clause (y) above outstanding on the Effective Date was owed;

(b) [reserved;]

(c) Indebtedness of the Parent or any Subsidiary pursuant to Hedging Agreements entered into for non-speculative purposes;

(d) Indebtedness owed to (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) any person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Parent or any Subsidiary, pursuant to reimbursement or indemnification obligations to such person, in each case in the ordinary course of business or consistent with past practice or industry practices;

(e) Indebtedness of the Parent or any Primary Obligor to the Parent or any Subsidiary and of any Subsidiary to the Parent, any Primary Obligor or any other Subsidiary; provided, that (i) Indebtedness of any Subsidiary that is not a Subsidiary Settlement Party owing to the Settlement Parties incurred pursuant to this Section 6.01(e) shall be subject to, and separately permitted by, Section 6.04 (other than Section 6.04(r)) and (ii) Indebtedness owed by any Settlement Party to any Subsidiary that is not a Settlement Party incurred pursuant to this Section 6.01(e) shall be subordinated in right of payment to the Opioid Obligations under this

Agreement on subordination terms described in Exhibit A hereto or on other subordination terms reasonably satisfactory to the Opioid Trust and a Primary Obligor;

(f) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations, in each case provided in the ordinary course of business or consistent with past practice or industry practices, including those incurred to secure health, safety and environmental obligations in the ordinary course of business or consistent with past practice or industry practices;

(g) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or other cash management services, in each case incurred in the ordinary course of business;

(h) (i) Indebtedness of a Subsidiary acquired after the Effective Date or a person merged or consolidated with the Parent or any Subsidiary after the Effective Date and Indebtedness otherwise assumed by the Parent, any Primary Obligor or any other Settlement Party that is a Domestic Subsidiary (and which may be guaranteed by any Settlement Party) in connection with the acquisition of assets or Equity Interests (including a Permitted Business Acquisition), where such acquisition, merger or consolidation is not prohibited by this Agreement; provided, that, (x) Indebtedness incurred pursuant to preceding sub clause (h)(i) shall be in existence prior to the respective merger, consolidation or acquisition of assets or Equity Interests (including a Permitted Business Acquisition) and shall not have been created in contemplation thereof or in connection therewith, and (y) after giving effect to the incurrence of such Indebtedness, (A) in the case of any such Indebtedness that is secured, the Secured Net Leverage Ratio (I) shall not be greater than (1) so long as Qualified Ratings apply, 3.25 to 1.00 or (2) otherwise, 2.75 to 1.00 or (II) shall be no more than the Secured Net Leverage Ratio in effect immediately prior thereto and, (B) in the case of any such Indebtedness (whether secured or unsecured), the Fixed Charge Coverage Ratio (I) shall not be less than 2.25 to 1.00 or (II) shall be no less than the Fixed Charge Coverage Ratio in effect immediately prior thereto, each of the Secured Net Leverage Ratio and the Fixed Charge Coverage Ratio calculated on a Pro Forma Basis for the then most recently ended Test Period; and (ii) any Permitted Refinancing Indebtedness incurred to Refinance any such Indebtedness;

(i) (x) Capitalized Lease Obligations, mortgage financings and other Indebtedness incurred by the Parent or any Subsidiary prior to or within 360 days after the acquisition, lease, construction, repair, replacement or improvement of the respective property (real or personal, and whether through the direct purchase of property or the Equity Interest of any person owning such property) permitted under this Agreement in order to finance such acquisition, lease, construction, repair, replacement or improvement, in an aggregate principal amount that immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(i) and Section 6.01(j), would not exceed the greater of \$125,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when incurred, created or assumed, and (y) any Permitted Refinancing Indebtedness in respect thereof;

(j) (x) Capitalized Lease Obligations and any other Indebtedness incurred by the Parent or any Subsidiary arising from any Sale and Lease-Back Transaction that is permitted under Section 6.03 so long as the principal amount thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(j) and Section 6.01(i), would not exceed the greater of \$125,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when incurred, created or assumed, and (y) any Permitted Refinancing Indebtedness in respect thereof;

(k) (x) other Indebtedness of the Parent or any Subsidiary, in an aggregate principal amount that, immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(k), would not exceed the greater of \$50,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when incurred, created or assumed and (y) any Permitted Refinancing Indebtedness in respect thereof;

(l) [reserved];

(m) Guarantees (i) by the Parent, any Primary Obligor or any Subsidiary Settlement Party of any Indebtedness of the Parent, any Primary Obligor or any Subsidiary Settlement Party permitted to be incurred under this Agreement, (ii) by the Parent, any Primary Obligor or any Subsidiary Settlement Party of Indebtedness otherwise permitted hereunder of any Subsidiary that is not a Subsidiary Settlement Party to the extent such Guarantees are permitted by Section 6.04 (other than Section 6.04(r)), (iii) by any Subsidiary that is not a Subsidiary Settlement Party of Indebtedness of another Subsidiary that is not a Subsidiary Settlement Party and (iv) by the Parent, any Primary Obligor or any Subsidiary Settlement Party of Indebtedness of Subsidiaries that are not Subsidiary Settlement Parties incurred for working capital purposes in the ordinary course of business on ordinary business terms so long as such Indebtedness is permitted to be incurred under Section 6.01(q) and to the extent such Guarantees are permitted by Section 6.04 (other than Section 6.04(r)); provided, that Guarantees (x) by the Parent, any Primary Obligor or any Subsidiary Settlement Party under this Section 6.01(m) of any other Indebtedness of a person that is subordinated in right of payment to other Indebtedness of such person shall be expressly subordinated in right of payment to the Opioid Obligations to at least the same extent as such underlying Indebtedness is subordinated in right of payment and (y) otherwise permitted by this Section 6.01(m) shall not be permitted with respect to any Indebtedness (including, without limitation, Permitted Debt and Permitted Refinancing Indebtedness) where the guarantor providing the Guarantee is not permitted to guarantee such Indebtedness because this Section 6.01 (or defined terms used in this Section 6.01) otherwise limit the persons who may guarantee such Indebtedness (where such Indebtedness is being Refinanced or otherwise);

(n) Indebtedness arising from agreements of the Parent or any Subsidiary providing for indemnification, adjustment of purchase or acquisition price or similar obligations (including earn-outs), in each case, incurred or assumed in connection with the Transactions, any Permitted Business Acquisition, other Investments or the disposition of any business, assets or a Subsidiary, in each case not prohibited by this Agreement;

(o) Indebtedness in respect of letters of credit, bank guarantees, warehouse receipts or similar instruments issued in the ordinary course of business or consistent with past practice or industry practices and not supporting obligations in respect of Indebtedness for borrowed money;

(p) (i) Permitted Debt that is not secured by First Liens so long as immediately after giving effect to the incurrence of such Permitted Debt and the use of proceeds thereof, (A) the Fixed Charge Coverage Ratio on a Pro Forma Basis is not less than (1) if the aggregate amount of unpaid Opioid Deferred Cash Payments does not exceed \$375,000,000, 2.25 to 1.00, (2) if the aggregate amount of unpaid Opioid Deferred Cash Payments exceeds \$375,000,000, but does not exceed \$625,000,000, 2.50 to 1.00 or (3) otherwise, 2.75 to 1.00, and (B) no Default or Event of Default shall have occurred and be continuing or shall result therefrom, and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(q) (x) Indebtedness of Subsidiaries that are not Subsidiary Settlement Parties in an aggregate principal amount outstanding that, immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(q), would not exceed the greater of \$100,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when incurred, created or assumed, and (y) any Permitted Refinancing Indebtedness in respect thereof; provided that no Settlement Party is an obligor in respect of, or provides any collateral or other credit support in any way in connection with, such Indebtedness or such Permitted Refinancing Indebtedness, except that (A) a Settlement Party that owns the Equity Interests of any such Subsidiary may pledge such Equity Interests (and associated books and records, rights, privileges, dividends and proceeds thereof) to secure such Indebtedness of such Subsidiary, but no person shall have any recourse or claim whatsoever to or against such Settlement Party (other than solely on such Equity Interests (and associated books and records, rights, privileges, dividends and proceeds thereof)) and (B) guarantees by a Settlement Party pursuant to Section 6.01(m)(iv);

(r) Indebtedness incurred in the ordinary course of business in respect of obligations of the Parent or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; provided, that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money or any Hedging Agreements;

(s) Indebtedness representing deferred compensation to employees, consultants or independent contractors of the Parent or any Subsidiary incurred in the ordinary course of business;

(t) (x) Indebtedness under Qualified Receivables Facilities in an aggregate principal amount outstanding that, immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(t), would not exceed the greater of \$200,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA

Percentage when incurred, created or assumed and (y) any Permitted Refinancing Indebtedness in respect thereof;

(u) obligations in respect of Cash Management Agreements;

(v) (i) Takeback Term Loans in an aggregate principal amount not to exceed \$1,762,634,900.41, (ii) New First Lien Notes in an aggregate principal amount not to exceed \$650,000,000.00, (iii) other Permitted Debt (provided that Parent and its Subsidiaries may not incur pursuant to this clause (iii) at any given time Permitted Debt in a principal amount in excess of the Incremental Amount available immediately prior to such incurrence), and (iv) Permitted Refinancing Indebtedness in respect of any Indebtedness theretofore outstanding pursuant to this clause (v);

(w) Indebtedness of, incurred on behalf of, or representing Guarantees of Indebtedness of, joint ventures subject to compliance with Section 6.04 (other than Section 6.04(r));

(x) Indebtedness issued by the Parent or any Subsidiary to current or former officers, directors and employees, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of the Parent permitted by Section 6.06;

(y) Indebtedness consisting of obligations of the Parent or any Subsidiary under deferred compensation or other similar arrangements incurred by such person in connection with the Transactions and Permitted Business Acquisitions or any other Investment permitted hereunder;

(z) Indebtedness of the Parent or any Subsidiary to or on behalf of any joint venture (regardless of the form of legal entity) that is not a Subsidiary arising in the ordinary course of business in connection with the cash management operations (including with respect to intercompany self-insurance arrangements) of the Parent and the Subsidiaries;

(aa) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business; and

(bb) (i) Indebtedness in respect of the Existing Secured Notes (other than the New First Lien Notes) in an aggregate principal amount not to exceed \$1,192,900,000.00 and (ii) Permitted Refinancing Indebtedness incurred in respect thereof.

For purposes of determining compliance with this Section 6.01 or Section 6.02, the amount of any Indebtedness denominated in any currency other than Dollars shall be calculated based on customary currency exchange rates in effect, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness) on or prior to the Effective Date, on the Effective Date and, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness) after the Effective Date, on the date on which such Indebtedness was incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness); provided, that if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other

than Dollars (or in a different currency from the Indebtedness being refinanced), and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (i) the outstanding or committed principal amount, as applicable, of such Indebtedness being refinanced plus (ii) the aggregate amount of fees, underwriting discounts, premiums (including tender premiums), defeasance costs and other costs and expenses incurred in connection with such refinancing.

Further, for purposes of determining compliance with this Section 6.01, (A) Indebtedness need not be permitted solely by reference to one category of permitted Indebtedness (or any portion thereof) described in Sections 6.01(a) through (bb) but may be permitted in part under any relevant combination thereof (and subject to compliance, where relevant, with Section 6.02) and (B) in the event that an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Indebtedness (or any portion thereof) described in Sections 6.01(a) through (bb), a Primary Obligor may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 6.01 and following Section 6.02 and will be entitled to only include the amount and type of such item of Indebtedness (or any portion thereof) in one of the above clauses (or any portion thereof) and such item of Indebtedness (or any portion thereof) shall be treated as having been incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or portion thereof) when calculating the amount of Indebtedness that may be incurred pursuant to any other clause; provided, that (w) all Indebtedness outstanding on the Effective Date under the Existing Secured Indentures (other than the New First Lien Notes Indenture) shall at all times be deemed to have been incurred pursuant to clause (bb) of this Section 6.01, (x) all Indebtedness outstanding on the Effective Date in respect of the Takeback Term Loans and the New First Lien Notes shall at all times be deemed to have been incurred pursuant to clause (v) of this Section 6.01, (y) all Indebtedness described in Schedule 6.01 (and any Permitted Refinancing Indebtedness incurred in respect thereof) shall be deemed outstanding under Section 6.01(a) and (z) all Indebtedness owing to the Parent or any of its Subsidiaries must be justified as incurred (and outstanding) pursuant to one or more of Sections 6.01(a), (e), (m) and (w). In addition, with respect to any Indebtedness that was permitted to be incurred hereunder on the date of such incurrence, any Increased Amount of such Indebtedness shall also be permitted hereunder after the date of such incurrence.

This Agreement will not treat (1) unsecured Indebtedness as subordinated or junior in right of payment to secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior in right of payment to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral.

Section 6.02 Liens. Create, incur, assume or permit to exist any Lien on any property or assets (including stock or other securities of any person) of the Parent or any Subsidiary now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except the following (collectively, "Permitted Liens"):

(a) Liens on property or assets of the Parent and the Subsidiaries existing on the Effective Date and, if securing Indebtedness in a principal amount in excess of \$5,000,000 individually, set forth on Schedule 6.02(a) and any modifications, replacements, renewals or extensions thereof; provided, that such Liens shall secure only those obligations that they secure on the Effective Date (and any Permitted Refinancing Indebtedness in respect of such obligations permitted by Section 6.01), shall not be amended, replaced or renewed so as to increase their priority in relation to Liens securing other Indebtedness with respect to such property or assets, if any, as on the Effective Date, and shall not subsequently apply to any other property or assets of the Parent, any Primary Obligor or any Subsidiary other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien and (B) proceeds and products thereof;

(b) [reserved;]

(c) any Lien on any property or asset of the Parent or any Subsidiary securing Indebtedness or Permitted Refinancing Indebtedness permitted by Section 6.01(h); provided, that (i) such Lien is not created in contemplation of or in connection with such acquisition or such person becoming a Subsidiary, as the case may be, and (ii) such Lien does not apply to any other property or assets of the Parent or any of the Subsidiaries not securing such Indebtedness at the date of the acquisition of such property or asset and accessions and additions thereto and proceeds and products thereof (other than after-acquired property of any entity so acquired (but not of the Parent or any other Settlement Party, including any Settlement Party into which such acquired entity is merged) required to be subjected to such Lien pursuant to the terms of such Indebtedness or Permitting Refinancing Indebtedness incurred in respect thereof);

(d) Liens for Taxes, assessments or other governmental charges or levies not yet delinquent by more than 30 days or that are being contested in good faith in compliance with Section 5.03;

(e) Liens imposed by law, such as landlord's, carriers', warehousemen's, mechanics', materialmen's, repairmen's, supplier's, construction or other like Liens, securing obligations that are not overdue by more than 30 days or that are being contested in good faith by appropriate proceedings and in respect of which, if applicable, the Parent or any Subsidiary shall have set aside on its books reserves in accordance with Applicable Accounting Principles;

(f) (i) pledges and deposits and other Liens made in the ordinary course of business in compliance with the Federal Employers Liability Act or any other workers' compensation, unemployment insurance and other social security laws or regulations and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and (ii) pledges and deposits and other Liens securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of

credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Parent or any Subsidiary;

(g) deposits and other Liens to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capitalized Lease Obligations), statutory obligations, surety and appeal bonds, performance and return of money bonds, bids, leases, government contracts, trade contracts, agreements with utilities, and other obligations of a like nature (including letters of credit in lieu of any such bonds or to support the issuance thereof), in each case incurred in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

(h) zoning restrictions, easements, survey exceptions, trackage rights, leases (other than Capitalized Lease Obligations), licenses, special assessments, rights-of-way, covenants, conditions, restrictions and declarations on or with respect to the use of Real Property, servicing agreements, development agreements, site plan agreements and other similar encumbrances incurred in the ordinary course of business and title defects or irregularities that are of a minor nature and that, in the aggregate, do not interfere in any material respect with the ordinary conduct of the business of the Parent or any Subsidiary;

(i) Liens securing Indebtedness permitted by Section 6.01(i); provided, that such Liens do not apply to any property or assets of the Parent, any Primary Obligor or any Subsidiary other than the property or assets acquired, leased, constructed, replaced, repaired or improved with such Indebtedness (or the Indebtedness Refinanced thereby), and accessions and additions thereto, proceeds and products thereof, customary security deposits and related property; provided, further, that individual financings permitted by Section 6.01(i) provided by one lender may be cross-collateralized to other financings permitted by Section 6.01(i) provided by such lender (and its Affiliates);

(j) Liens arising out of Sale and Lease-Back Transactions permitted under Section 6.03, so long as such Liens attach only to the property sold and being leased in such transaction and any accessions and additions thereto or proceeds and products thereof and related property;

(k) non-consensual Liens securing judgments that do not constitute an Event of Default under Section 7.01(g);

(l) any interest or title of a lessor or sublessor under any leases or subleases entered into by the Parent or any Subsidiary in the ordinary course of business;

(m) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks and other financial institutions not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposits, sweep accounts, reserve accounts or similar accounts of the Parent or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Parent or any Subsidiary, or (iii) relating to purchase orders and other agreements entered into with customers, suppliers or service providers of the Parent, any Primary Obligor or any Subsidiary in the ordinary course of business;

(n) Liens (i) arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, (iii) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to brokerage accounts incurred in the ordinary course of business and not for speculative purposes or (iv) in respect of Third Party Funds;

(o) Liens securing obligations in respect of letters of credit, bank guarantees, warehouse receipts or similar obligations permitted under Section 6.01(f) or (o) and incurred in the ordinary course of business or consistent with past practice or industry practices and not supporting obligations in respect of Indebtedness for borrowed money;

(p) leases or subleases, and licenses or sublicenses (including with respect to Intellectual Property), granted to others in the ordinary course of business not interfering in any material respect with the business of the Parent and its Subsidiaries, taken as a whole;

(q) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(r) Liens solely on any cash earnest money deposits made by the Parent or any of the Subsidiaries in connection with any letter of intent or purchase agreement in respect of any Investment permitted hereunder;

(s) Liens with respect to property or assets of any Subsidiary that is not a Settlement Party securing obligations of a Subsidiary that is not a Settlement Party permitted under Section 6.01;

(t) Liens on any amounts held by a trustee under any indenture or other debt agreement issued in escrow pursuant to customary escrow arrangements pending the release thereof, or under any indenture or other debt agreement pursuant to customary discharge, redemption or defeasance provisions;

(u) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business;

(v) agreements to subordinate any interest of the Parent or any Subsidiary in any accounts receivable or other proceeds arising from inventory consigned by the Parent, any Primary Obligor or any of the Subsidiaries pursuant to an agreement entered into in the ordinary course of business;

(w) Liens arising from precautionary Uniform Commercial Code financing statements regarding operating leases or other obligations not constituting Indebtedness;

(x) Liens (i) on Equity Interests in joint ventures (A) securing obligations of such joint venture or (B) pursuant to the relevant joint venture agreement or arrangement and (ii) on Equity Interests in Unrestricted Subsidiaries;

(y) Liens on securities that are the subject of repurchase agreements constituting Permitted Investments under clause (c) of the definition thereof;

(z) Liens in respect of Qualified Receivables Facilities that extend only to Permitted Receivables Facility Assets, Permitted Receivables Related Assets or the Equity Interests of any Receivables Entity;

(aa) Liens securing insurance premiums financing arrangements; provided, that such Liens are limited to the applicable unearned insurance premiums;

(bb) in the case of Real Property that constitutes a leasehold interest, any Lien to which the fee simple interest (or any superior leasehold interest) is subject;

(cc) Liens securing Indebtedness or other obligation (i) of the Parent or a Subsidiary in favor of the Parent, a Primary Obligor or any Subsidiary Settlement Party and (ii) of any Subsidiary that is not Settlement Party in favor of any Subsidiary that is not a Settlement Party;

(dd) Liens on cash or Permitted Investments securing Hedging Agreements in the ordinary course of business submitted for clearing in accordance with applicable Requirements of Law;

(ee) Liens on goods or inventory the purchase, shipment or storage price of which is financed by a documentary letter of credit or bank guarantee issued or created for the account of the Parent, any Primary Obligor or any Subsidiary in the ordinary course of business; provided, that such Lien secures only the obligations of the Parent or such Subsidiaries in respect of such letter of credit, bank guarantee or banker's acceptance to the extent permitted under Section 6.01;

(ff) Liens securing (x) Permitted Debt, so long as immediately after giving effect to the incurrence of such Permitted Debt (taking into account, for the avoidance of doubt, the aggregate principal amount of any other Permitted Debt that is secured pursuant to this clause (ff)), the use of the proceeds thereof and the creation or granting of the Liens securing such Permitted Debt, the Secured Net Leverage Ratio on a Pro Forma Basis is not greater than (A) so long as Qualified Ratings apply, 3.25 to 1.00 or (B) otherwise, 2.75 to 1.00, and guarantees thereof permitted by Section 6.01(m) and (y) Permitted Refinancing Indebtedness incurred to Refinance Permitted Debt secured pursuant to preceding clause (x) and guarantees thereof permitted by Section 6.01(m);

(gg) Liens securing Indebtedness permitted by Section 6.01(v) and guarantees thereof permitted by Section 6.01(m);

(hh) Liens arising out of conditional sale, title retention or similar arrangements for the sale or purchase of goods by the Parent or any of the Subsidiaries in the ordinary course of business, but only to the extent that such Liens encumber only such goods; provided that individual arrangements permitted by this Section 6.02(hh) provided by one counterparty may be cross-collateralized to other arrangements permitted by this Section 6.02(hh) provided by such counterparty (and its Affiliates);

(ii) Liens securing Indebtedness permitted by Section 6.01(bb) and guarantees thereof permitted by Section 6.01(m);

(jj) Liens securing Secured Cash Management Agreements and Secured Hedge Agreements; and

(kk) other Liens with respect to property or assets of the Parent or any Subsidiary securing (x) obligations in an aggregate outstanding principal amount that, together with the aggregate principal amount of other obligations that are secured pursuant to this clause (kk), immediately after giving effect to the incurrence of such Liens, would not exceed the greater of \$75,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when incurred, created or assumed and (y) Permitted Refinancing Indebtedness incurred to Refinance obligations secured pursuant to preceding clause (x).

For purposes of determining compliance with this Section 6.02, (A) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of Permitted Liens (or any portion thereof) described in Sections 6.02(a) through (kk) but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of Permitted Liens (or any portion thereof) described in Sections 6.02(a) through (kk), a Primary Obligor may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 6.02 and will be entitled to only include the amount and type of such Lien or such item of Indebtedness secured by such Lien (or any portion thereof) in one of the above clauses and such Lien securing such item of Indebtedness (or portion thereof) will be treated as being incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or portion thereof) when calculating the amount of Liens or Indebtedness that may be incurred pursuant to any other clause. For purposes of this Section 6.02, Indebtedness will not be considered incurred under a subsection or clause of Section 6.01 if it is later reclassified as outstanding under another subsection or clause of Section 6.01 (in which event, and at which time, same will be deemed incurred under the subsection or clause to which reclassified). In addition, with respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness.

Notwithstanding anything to the contrary contained above in this Section 6.02, this Section 6.02 shall not restrict the incurrence or existence of any Liens at any time on Margin Stock that then constitutes Unrestricted Margin Stock.

Section 6.03 Sale and Lease-Back Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall Dispose of any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter, as part of such transaction, rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being Disposed of (a “Sale and Lease-Back Transaction”); provided, that a Sale and Lease-Back Transaction shall be permitted (a) with respect to property owned by the Parent or any Subsidiary that is acquired after the Effective

Date so long as such Sale and Lease-Back Transaction is consummated within 360 days of the acquisition of such property, and (b) with respect to any other property owned by the Parent or any Subsidiary, subject to the requirements of the last three paragraphs of Section 6.05 to the extent provided therein.

Section 6.04 Investments, Loans and Advances. (i) Purchase or acquire (including pursuant to any merger, consolidation or amalgamation with a person that is not a Wholly Owned Subsidiary immediately prior to such merger) any Equity Interests, evidences of Indebtedness or other securities of any other person, (ii) make any capital contributions, loans or advances to or Guarantees of the Indebtedness of any other person, or (iii) purchase or otherwise acquire, in one transaction or a series of related transactions, (x) all or substantially all of the property and assets or business of another person or (y) assets constituting a business unit, line of business or division of such person (each of the foregoing, an “Investment”), except:

(a) Investments to effect the Transactions;

(b) (i) Investments (x) by the Parent, any Primary Obligor or any Subsidiary in the Equity Interests of any Subsidiary as of the Effective Date and set forth on Part A of Schedule 6.04 and (y) by the Parent, any Primary Obligor or any Subsidiary consisting of intercompany loans from the Parent, any Primary Obligor or any Subsidiary to the Parent, any Primary Obligor or any Subsidiary as of the Effective Date and set forth on Part B of Schedule 6.04; provided that to the extent any such intercompany loan that is owing by a non-Subsidiary Settlement Party to the Parent, any Primary Obligor or any Subsidiary Settlement Party (the “Scheduled Loans”) (or any additional Investments made by the Parent, any Primary Obligor or any Subsidiary Settlement Party pursuant to this proviso) is repaid after the Effective Date, then additional Investments may be made by the Parent, any Primary Obligor or any Subsidiary Settlement Party in any non-Subsidiary Settlement Party in an aggregate amount up to the amount of such repayment actually received by the Parent, any Primary Obligor or any Subsidiary Settlement Party after the Effective Date; provided further that in no event will the aggregate amount of additional Investments made by the Parent, any Primary Obligor or any Subsidiary Settlement Party in non-Subsidiary Settlement Parties pursuant to this proviso exceed the sum of the original principal amount of the Scheduled Loans on the Effective Date; (ii) Investments in the Parent, any Primary Obligor or any Subsidiary Settlement Party; provided that all amounts owing by the Primary Obligors or any Guarantor to any Subsidiary that is not a Guarantor shall be subordinated in right of payment to the Opioid Obligations pursuant to subordination terms described Exhibit A hereto or otherwise reasonably satisfactory to the Opioid Trust and a Primary Obligor; (iii) Investments by any Subsidiary that is not a Primary Obligor or Guarantor in any Subsidiary that is not a Primary Obligor or Guarantor; (iv) Investments by the Parent, any Primary Obligor or any Subsidiary Settlement Party in any Subsidiary that is not a Primary Obligor or Guarantor; provided that any such Investments made pursuant to this clause (iv) shall (I) comprise intercompany transactions undertaken in good faith (as certified by a Responsible Officer of a Primary Obligor to the Opioid Trust) for the purpose of improving the consolidated tax efficiency of the Parent and its Subsidiaries and not for the purpose of circumventing any covenant set forth herein and (II) be made solely in the form of cash, notes, receivables, payables or securities; (v) other intercompany liabilities amongst the Primary Obligors and the Guarantors incurred in the ordinary course of business; (vi) other intercompany liabilities amongst Subsidiaries that are not Guarantors incurred in the ordinary

course of business in connection with the cash management operations of such Subsidiaries; and (vii) Investments by the Parent or any Subsidiary Settlement Party in any Subsidiary that is not a Settlement Party consisting solely of (x) the contribution or other Disposition of Equity Interests or Indebtedness of any other Subsidiary that is not a Settlement Party held directly by the Parent or such Subsidiary Settlement Party in exchange for Indebtedness, Equity Interests (or additional share premium or paid in capital in respect of Equity Interests) or a combination thereof of the Subsidiary to which such contribution or other Disposition is made or (y) an exchange of Equity Interests of any other Subsidiary that is not a Settlement Party for Indebtedness of such Subsidiary; provided that immediately following the consummation of an Investment pursuant to preceding clause (x) or (y), the Subsidiary whose Equity Interests or Indebtedness are the subject of such Investment remains a Subsidiary.

(c) Permitted Investments and Investments that were Permitted Investments when made;

(d) Investments arising out of the receipt by the Parent, any Primary Obligor or any Subsidiary of non-cash consideration for the Disposition of assets permitted under Section 6.05 (other than Section 6.05(e)(i));

(e) loans and advances to officers, directors, employees or consultants of the Parent, any Primary Obligor or any Subsidiary (i) in the ordinary course of business in an aggregate outstanding amount (valued at the time of the making thereof, and without giving effect to any write-downs or write-offs thereof) not to exceed \$20,000,000, (ii) in respect of payroll payments and expenses in the ordinary course of business and (iii) in connection with such person's purchase of Equity Interests of the Parent solely to the extent that the amount of such loans and advances shall be contributed to the Parent in cash as common equity;

(f) accounts receivable, security deposits and prepayments arising and trade credit granted in the ordinary course of business and any assets or securities received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss and any prepayments and other credits to suppliers made in the ordinary course of business;

(g) Hedging Agreements entered into for non-speculative purposes;

(h) Investments (not in Subsidiaries, which are provided in clause (b) above) existing on, or contractually committed as of, the Effective Date and set forth on Part C of Schedule 6.04 and any extensions, renewals, replacements or reinvestments thereof, so long as the aggregate amount of each Investment pursuant to this clause (h) is not increased at any time above the amount of such Investment existing or committed on the Effective Date (other than pursuant to an increase as required by the terms of any such Investment as in existence on the Effective Date or as otherwise permitted by this Section 6.04);

(i) Investments resulting from pledges and deposits under Sections 6.02(f), (g), (n), (q), (r) and (kk);

(j) other Investments by the Parent or any Subsidiary in an aggregate outstanding amount (valued at the time of the making thereof, and without giving effect to any

write-downs or write-offs thereof) not to exceed the sum of (X) the greater of \$400,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when made, plus (Y) so long as (1) no Default or Event of Default shall have occurred and be continuing, (2) the aggregate amount of unpaid Opioid Deferred Cash Payments does not exceed \$600,000,000 and (3) the Total Net Leverage Ratio on a Pro Forma Basis is less than 3.50 to 1.00, and taking into account any Restricted Payments made pursuant to Section 6.06(d) utilizing the Available Amount, any portion of the Available Amount on the date of such election that a Primary Obligor elects to apply to this Section 6.04(j)(Y), which election shall be set forth in a written notice of a Responsible Officer thereof that is delivered to the Opioid Trust, which notice shall set forth calculations in reasonable detail of the amount of Available Amount immediately prior to such election and the amount thereof elected to be so applied; provided, that if any Investment pursuant to this Section 6.04(j) is made in any person that was not a Subsidiary on the date on which such Investment was made but becomes a Subsidiary thereafter, then such Investment may, at the option of a Primary Obligor, upon such person becoming a Subsidiary and so long as such person remains a Subsidiary, be deemed to have been made pursuant to Section 6.04(b) (to the extent permitted by the provisions thereof) and not in reliance on this Section 6.04(j); provided, further, that no more than \$100,000,000 in aggregate outstanding amount (valued at the time of the making thereof, and without giving effect to any write-downs or write-offs thereof) of Investments made in reliance on this clause (j) (other than Investments in the ordinary course of business upon terms that are substantially no less favorable than would be obtained in a comparable arm's-length transaction with non-Affiliate) shall be made in Unrestricted Subsidiaries (including Investments arising as a result of the designation of a Subsidiary as an Unrestricted Subsidiary equal to the Fair Market Value of the Parent's (or its Subsidiaries') Investments in such Subsidiary at the date of designation);

(k) Investments constituting Permitted Business Acquisitions;

(l) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, customers and suppliers, in each case in the ordinary course of business or Investments acquired by the Parent or a Subsidiary as a result of a foreclosure by the Parent or any of the Subsidiaries with respect to any secured Investments or other transfer of title with respect to any secured Investment in default;

(m) Investments of a Subsidiary acquired after the Effective Date or of a person merged into the Parent or merged into or consolidated with a Subsidiary after the Effective Date, in each case, (i) to the extent such acquisition, merger or consolidation is permitted under this Section 6.04, (ii) in the case of any acquisition, merger or consolidation, in accordance with Section 6.05 (other than Section 6.05(e)(i)), and (iii) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(n) acquisitions by the Parent, any Primary Obligor or any Subsidiary of obligations of one or more officers or other employees of the Parent, any Primary Obligor or any of the Subsidiaries in connection with such officer's or employee's acquisition of Equity Interests of the Parent, so long as no cash is actually advanced by any Primary Obligor or any of

the Subsidiaries to such officers or employees in connection with the acquisition of any such obligations;

(o) Guarantees by the Parent, any Primary Obligor or any Subsidiary of operating leases (other than Capitalized Lease Obligations) or of other obligations that do not constitute Indebtedness of the kind described in clauses (a), (b), (e), (f), (g), (h), (i), (j), (k) or (l) of the definition thereof, in each case entered into by the Parent, any Primary Obligor or any Subsidiary in the ordinary course of business;

(p) Investments to the extent that payment for such Investments is made with Equity Interests (other than Disqualified Stock) of the Parent; provided, that the issuance of such Equity Interests are not included in any determination of the Available Amount;

(q) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers;

(r) Guarantees permitted under Section 6.01 (except to the extent such Guarantee is expressly subject to this Section 6.04 other than pursuant to this Section 6.04(r));

(s) advances in the form of a prepayment of expenses, so long as such expenses are being paid in accordance with customary trade terms of the Parent or such Subsidiary;

(t) Investments by the Parent and the Subsidiaries, if the Parent or such Subsidiary would otherwise be permitted to make a Restricted Payment under Section 6.06(g) in such amount (provided that the amount of any such Investment shall also be deemed to be a Restricted Payment under Section 6.06(g) for all purposes of this Agreement);

(u) Investments consisting of Permitted Receivables Facility Assets or arising as a result of Qualified Receivables Facilities;

(v) Investments consisting of the licensing or contribution of Intellectual Property pursuant to joint marketing or other similar arrangements with other persons, in each case in the ordinary course of business;

(w) to the extent constituting Investments, purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses or leases of Intellectual Property in each case in the ordinary course of business;

(x) Investments received substantially contemporaneously in exchange for Qualified Equity Interests of the Parent; provided, that the issuance of such Qualified Equity Interests and the Cumulative Parent Qualified Equity Proceeds Amount in respect thereof are not included in any determination of the Available Amount;

(y) Investments in joint ventures; provided that the aggregate outstanding amount (valued at the time of the making thereof and without giving effect to any write-downs or write-offs thereof) of Investments made pursuant to this Section 6.04(y) shall not exceed the

greater of \$200,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when made; provided, that if any Investment pursuant to this Section 6.04(y) is made in any person that was not a Subsidiary on the date on which such Investment was made but becomes a Subsidiary thereafter, then such Investment may, at the option of a Primary Obligor, upon such person becoming a Subsidiary and so long as such person remains a Subsidiary, be deemed to have been made pursuant to Section 6.04(b) (to the extent permitted by the provisions thereof) and not in reliance on this Section 6.04(y);

(z) Investments consisting of Guarantees of Indebtedness of joint ventures, in an aggregate outstanding principal amount (plus, without duplication, the aggregate amount of unreimbursed payments made pursuant to any such Guarantee) not to exceed the greater of \$100,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when made;

(aa) additional Investments, so long as, at the time any such Investment is made and immediately after giving effect thereto, (x) no Default or Event of Default shall have occurred and is continuing and (y) the Total Net Leverage Ratio on a Pro Forma Basis is not greater than 3.25 to 1.00.

For purposes of determining compliance with this Section 6.04, (A) an Investment need not be permitted solely by reference to one category of permitted Investments (or any portion thereof) described in Sections 6.04(a) through (aa) but may be permitted in part under any relevant combination thereof and (B) in the event that an Investment (or any portion thereof) meets the criteria of one or more of the categories of permitted Investments (or any portion thereof) described in Sections 6.04(a) through (aa), a Primary Obligor may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if made at such later time), such Investment (or any portion thereof) in any manner that complies with this Section 6.04 and will be entitled to only include the amount and type of such Investment (or any portion thereof) in one or more (as relevant) of the above clauses (or any portion thereof) and such Investment (or any portion thereof) shall be treated as having been made or existing pursuant to only such clause or clauses (or any portion thereof); provided, that (1) all Investments described in Schedule 6.04 shall be deemed outstanding under Section 6.04(b) or Section 6.04(h), as applicable, (2) notwithstanding anything to the contrary in this Agreement, no Subsidiary shall make any Investment in Unrestricted Subsidiaries (including Investments arising as a result of the designation of a Subsidiary as an Unrestricted Subsidiary) other than (i) Investments in the ordinary course of business upon terms that are substantially no less favorable than would be obtained in a comparable arm's-length transaction with a non-Affiliate and (ii) Investments pursuant to Section 6.04(j), and (3) no Investment in any Unrestricted Subsidiary made pursuant to Section 6.04(j) (other than any Investment described in clause (2)(i) above) may be reclassified; provided, further, that upon re-designation of an Unrestricted Subsidiary as a Subsidiary, any Investment therein may be permitted pursuant to any category of permitted Investments (or any portion thereof) described in Sections 6.04(a) through (aa).

Any Investment in any person other than the Parent, a Primary Obligor or a Subsidiary Settlement Party that is otherwise permitted by this Section 6.04 may be made through intermediate Investments in Subsidiaries that are not Settlement Parties and such intermediate Investments shall be disregarded for purposes of determining the outstanding

amount of Investments pursuant to any clause set forth above. The amount of any Investment made other than in the form of cash or cash equivalents shall be the Fair Market Value thereof valued at the time of the making thereof, and without giving effect to any subsequent write-downs or write-offs thereof.

Notwithstanding anything to the contrary set forth in this Section 6.04, no Settlement Party shall make any Investment in any Subsidiary (other than another Settlement Party) or any Unrestricted Subsidiary if the consideration paid by such Settlement Party to such Subsidiary (other than a Settlement Party) or such Unrestricted Subsidiary in respect of such Investment constitutes or includes Material Intellectual Property; provided that nothing in this sentence shall prohibit any non-exclusive (other than exclusive distribution or other similar within a specified jurisdiction) license or sublicense of Material Intellectual Property to, or use of Material Intellectual Property by, any Subsidiary or Unrestricted Subsidiary.

Section 6.05 Mergers, Consolidations, Sales of Assets and Acquisitions. Merge into, amalgamate with or consolidate with any other person, or permit any other person to merge into, amalgamate with or consolidate with it, or Dispose of (in one transaction or in a series of related transactions) all or any part of its assets (whether now owned or hereafter acquired), or Dispose of any Equity Interests of any Subsidiary, or purchase, lease or otherwise acquire (in one transaction or a series of related transactions) all or substantially all of the assets of any other person or division or line of business of a person, except that this Section 6.05 shall not prohibit:

(a) (i) the purchase and Disposition of inventory in the ordinary course of business by the Parent or any Subsidiary, (ii) the acquisition or lease (pursuant to an operating lease) of any other asset in the ordinary course of business by the Parent or any Subsidiary or, with respect to operating leases, otherwise for Fair Market Value on market terms (as determined in good faith by a Financial Officer of a Primary Obligor), (iii) the Disposition of surplus, obsolete, damaged or worn out equipment or other property in the ordinary course of business by the Parent or any Subsidiary or (iv) the Disposition of Permitted Investments in the ordinary course of business;

(b) if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing or would result therefrom, (i) the merger, amalgamation or consolidation of any Subsidiary with or into a Primary Obligor in a transaction in which such Primary Obligor is the survivor, (ii) the merger, amalgamation or consolidation of any Subsidiary with or into any Subsidiary Settlement Party in a transaction in which the surviving or resulting entity is or becomes a Subsidiary Settlement Party organized in a Qualified Jurisdiction and, in the case of each of clauses (i) and (ii), no person other than a Primary Obligor or a Subsidiary Settlement Party receives any consideration (unless otherwise permitted by Section 6.04), (iii) the merger, amalgamation or consolidation of any Subsidiary that is not a Subsidiary Settlement Party with or into any other Subsidiary that is not a Subsidiary Settlement Party, (iv) the liquidation or dissolution or change in form of entity of any Subsidiary if (x) a Financial Officer of a Primary Obligor determines in good faith that such liquidation, dissolution or change in form is in the best interests of the Parent and that such liquidation, dissolution or change in form is not materially disadvantageous to interests of the Opioid Trust (or its successors or assignees, in part or in whole) and (y) such liquidation, dissolution or change in form meets the requirements contained in the proviso to Section 5.01(a), (v) any Subsidiary may

merge, amalgamate or consolidate with any other person in order to effect an Investment permitted pursuant to Section 6.04 so long as the continuing or surviving person shall be a Subsidiary (unless otherwise permitted by Section 6.04), which shall be a Settlement Party if the merging, amalgamating or consolidating Subsidiary was a Settlement Party (and organized in a Qualified Jurisdiction if the merging, consolidating or amalgamating Settlement Party was organized in a Qualified Jurisdiction) and which together with each of its Subsidiaries shall have complied with any applicable requirements of Section 5.09 or (vi) any Subsidiary may merge, amalgamate or consolidate with any other person in order to effect an Asset Sale otherwise permitted pursuant to this Section 6.05;

(c) Dispositions to the Parent or a Subsidiary Settlement Party; provided, that any Dispositions by a Settlement Party to a Subsidiary that is not a Subsidiary Settlement Party in reliance on this clause (c) shall be made in compliance with Section 6.04;

(d) Sale and Lease-Back Transactions permitted by Section 6.03;

(e) (i) Investments permitted by Section 6.04, (ii) Permitted Liens, and (iii) Restricted Payments permitted by Section 6.06;

(f) the discount or sale, in each case without recourse and in the ordinary course of business, of past due receivables arising in the ordinary course of business, but only in connection with the compromise or collection thereof consistent with customary industry practice (and not as part of any bulk sale or financing of receivables);

(g) other Dispositions of assets to persons other than the Parent and its Subsidiaries; provided, that any such Dispositions shall comply with the final three paragraphs of this Section 6.05;

(h) Permitted Business Acquisitions (including any merger, consolidation or amalgamation in order to effect a Permitted Business Acquisition); provided, that following any such merger, consolidation or amalgamation pursuant to this clause (h) involving a Primary Obligor or a Subsidiary Settlement Party, a Primary Obligor or a Subsidiary Settlement Party (or a person that becomes a Subsidiary Settlement Party) is the surviving entity or the requirements of Section 6.05(n) are otherwise complied with;

(i) leases, licenses or subleases or sublicenses of any real or personal property in the ordinary course of business;

(j) Dispositions of inventory in the ordinary course of business or Dispositions or abandonment of Intellectual Property of the Parent and its Subsidiaries determined in good faith by the management of a Primary Obligor to be no longer economically practicable to maintain or useful or necessary in the operation of the business of the Parent or any of the Subsidiaries;

(k) acquisitions and purchases made with the proceeds of any Asset Sale or Recovery Event pursuant to clause (a) or (b) of the definition of "Net Proceeds";

(l) the purchase and Disposition (including by capital contribution) of Permitted Receivables Facility Assets including pursuant to Qualified Receivables Facilities;

(m) any exchange or swap of assets (other than cash and Permitted Investments) for services and/or other assets (other than cash and Permitted Investments) of comparable or greater value or usefulness to the business of the Parent and the Subsidiaries as a whole, determined in good faith by the management of a Primary Obligor; and

(n) other transactions effected (including mergers, consolidations or acquisitions of “shell” entities) for the sole purpose of reincorporating or reorganizing the Parent or any Subsidiary under the laws of the United States of America or any State thereof or the District of Columbia, Switzerland, the United Kingdom or any jurisdiction that is a member state of the European Union as of the Effective Date; provided that (i) a Primary Obligor shall have provided the Opioid Trust with reasonable advance notice of any transactions as described above in this clause (n), (ii) if the respective entity subject to any action described above in this clause (n) was a Guarantor, the applicable reincorporated or reorganized entity shall be a Guarantor and (iii) the Opioid Trust shall have concluded (acting reasonably) that, after giving effect to any replacement guarantees to be provided pursuant to preceding clause (ii), such transactions are not adverse to the Opioid Trust (or any of its successors and assigns, in part or in whole) in any material respect (it being understood and agreed that such a reincorporation or reorganization into any Qualified Jurisdiction shall be permitted if the requirements of preceding clauses (i) and (ii) are satisfied).

Notwithstanding anything to the contrary contained above, this Section 6.05 shall not restrict, at any time, the sale of Unrestricted Margin Stock so long as any such sale meets the requirements of the last two paragraphs of this Section 6.05.

Notwithstanding anything to the contrary contained in Section 6.05 above, no Disposition of assets under Section 6.05(g) or, solely with respect to Sale and Lease-Back Transactions referred to in clause (b) of the proviso to Section 6.03, under Section 6.05(d), or pursuant to the immediately preceding paragraph, shall, in each case, be permitted unless (i) such Disposition is for Fair Market Value, and (ii) at least 75% of the proceeds of such Disposition (except if such Disposition is to a Settlement Party) consist of cash or Permitted Investments; provided, that the provisions of this clause (ii) shall not apply to any individual transaction or series of related transactions involving assets with a Fair Market Value of less than \$10,000,000 or to other transactions involving assets with a Fair Market Value of not more than \$35,000,000 in the aggregate for all such transactions during the term of this Agreement; provided, further, that for purposes of this clause (ii), each of the following shall be deemed to be cash: (a) the amount of any liabilities (as shown on the Parent’s or such Subsidiary’s most recent balance sheet or in the notes thereto) that are assumed by the transferee of any such assets pursuant to a customary novation agreement or are otherwise cancelled in connection with such transaction, (b) any notes or other obligations or other securities or assets received by the Parent or such Subsidiary from the transferee that are converted by the Parent or such Subsidiary into cash within 180 days after receipt thereof (to the extent of the cash received) and (c) any Designated Non-Cash Consideration received by the Parent or any of its Subsidiaries in such Disposition or any series of related Dispositions, having an aggregate Fair Market Value not to exceed the greater of \$120,000,000 and a percentage of Consolidated Total Assets equal to the Applicable

CTA Percentage when received (with the Fair Market Value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

Promptly following the receipt by the Parent or any Subsidiary of Net Proceeds of any Disposition permitted pursuant to Section 6.05(g) or of Net Proceeds in respect of any Recovery Event (subject, in each case, to the terms set forth in the definition of “Net Proceeds”), the Parent or such Subsidiary shall apply such Net Proceeds, at its option, to repay, prepay, redeem or repurchase (or offer to do any of the foregoing) Indebtedness of the Parent or any of its Subsidiaries (to the extent outstanding); provided that (x) if the terms of all such Indebtedness permit the lenders thereunder to decline such application of proceeds and such lenders do so with respect to any portion of such Net Proceeds, the Parent and the Subsidiaries shall be entitled to retain such portion of the Net Proceeds and (y) the Parent and the Subsidiaries shall not have any obligations hereunder under the circumstances described in Section 2.09(d) of the Takeback Term Loan Credit Agreement (as in effect on the Effective Date). Notwithstanding anything to the contrary contained in this Agreement, promptly following the receipt by the Parent or any Subsidiary of Net Proceeds of any Disposition to persons other than the Parent and the Subsidiaries of, or in respect of any Recovery Event related to, (i) Mallinckrodt Enterprises Holdings, Inc. and its Subsidiaries (including, for the avoidance of doubt, its successors and assigns) or (ii) a material portion of the assets or businesses of such entities (including as a result of a merger, equity sale, or asset sale, but it being understood that the sale of inventory in the ordinary course of business does not constitute the Disposition of a material portion of their assets or businesses), the Parent and the Subsidiaries shall pay 50% of such Net Proceeds to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable) (to the extent such payment may be made in compliance with the terms of any then-outstanding Indebtedness of the Parent and the Subsidiaries and to extent such Net Proceeds are not required to be otherwise applied in accordance with the terms of such Indebtedness), and the amount of such Net Proceeds actually paid to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable) will be deemed to be a ratable repayment of the Opioid Deferred Cash Payments. Notwithstanding anything to the contrary contained in this Section 6.05 and, solely with respect to Sale and Lease-Back Transactions, Section 6.03, no Settlement Party may make any Disposition of Material Intellectual Property to any Subsidiary (other than another Settlement Party) or any Unrestricted Subsidiary; provided that nothing in this sentence shall prohibit any non-exclusive (other than exclusive distribution or other similar within a specified jurisdiction) license or sublicense of Material Intellectual Property to, or use of Material Intellectual Property by, any Subsidiary or Unrestricted Subsidiary.

Section 6.06 Dividends and Distributions. Declare or pay any dividend or make any other distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, with respect to any of its Equity Interests (including any repayment by a Subsidiary that is not a Settlement Party of any Indebtedness of a direct or indirect parent company that is a Settlement Party) (other than dividends and distributions on Equity Interests payable solely by the issuance of Qualified Equity Interests of the person paying such dividends or distributions) or directly or indirectly redeem, purchase, retire or otherwise acquire for value (or permit any Subsidiary to purchase or acquire) any of the Parent’s Equity Interests or set aside any amount for any such purpose (other than through the issuance of additional Qualified Equity

Interests of the person redeeming, purchasing, retiring or acquiring such shares) (all of the foregoing, “Restricted Payments”); provided, however, that:

(a) Restricted Payments may be made to the Parent or any Subsidiary (provided that Restricted Payments made by a non-Wholly Owned Subsidiary to the Parent or any Subsidiary that is a direct or indirect parent of such Subsidiary must be made on a pro rata basis (or more favorable basis from the perspective of the Parent or such Subsidiary) based on its ownership interests in such non-Wholly Owned Subsidiary);

(b) Restricted Payments may be made by the Parent to purchase or redeem the Equity Interests of the Parent (including related stock appreciation rights or similar securities) held by then present or former directors, consultants, officers or employees of the Parent or any of the Subsidiaries or by any Plan or any shareholders’ agreement then in effect upon such person’s death, disability, retirement or termination of employment or under the terms of any such Plan or any other agreement under which such shares of stock or related rights were issued; provided, that the aggregate amount of such purchases or redemptions under this clause (b) shall not exceed in any fiscal year of the Parent \$15,000,000 (plus (x) the amount of net proceeds contributed to the Parent that were received by the Parent during such calendar year from sales of Qualified Equity Interests of the Parent to directors, consultants, officers or employees of the Parent or any Subsidiary in connection with permitted employee compensation and incentive arrangements; provided, that such proceeds are not included in any determination of the Available Amount and (y) the amount of net proceeds of any key-man life insurance policies received during such calendar year, which, if not used in any year, may be carried forward to any subsequent calendar year); and provided, further, that cancellation of Indebtedness owing to the Parent or any Subsidiary from members of management of the Parent or its Subsidiaries in connection with a repurchase of Equity Interests of the Parent will not be deemed to constitute a Restricted Payment for purposes of this Section 6.06;

(c) any person may make non-cash repurchases of Equity Interests deemed to occur upon exercise or settlement of stock options or other Equity Interests if such Equity Interests represent a portion of the exercise price of or withholding obligation with respect to such options or other Equity Interests;

(d) so long as, at the time any such Restricted Payment is made and immediately after giving effect thereto, (x) no Default or Event of Default shall have occurred and be continuing, (y) the aggregate amount of unpaid Opioid Deferred Cash Payments does not exceed \$600,000,000 and (z) the Total Net Leverage Ratio on a Pro Forma Basis is less than 3.50 to 1.00 and taking into account any outstanding Investments made pursuant to Section 6.04(j)(Y) utilizing the Available Amount, Restricted Payments may be made in an aggregate amount equal to a portion of the Available Amount on the date of such election that the Parent elects to apply to this Section 6.06(d), which such election shall be set forth in a written notice of a Responsible Officer of a Primary Obligor, which notice shall set forth calculations in reasonable detail the amount of Available Amount immediately prior to such election and the amount thereof elected to be so applied;

(e) Restricted Payments may be made in connection with the consummation of the Transactions;

(f) Restricted Payments may be made to make payments, in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Equity Interests of any such person;

(g) other Restricted Payments may be made so long as (x) at the time any such Restricted Payment is made and immediately after giving effect thereto, no Default or Event of Default shall have occurred and is continuing and (y) the aggregate amount of such Restricted Payments from and after the Effective Date does not exceed \$50,000,000;

(h) [reserved;] and

(i) Restricted Payments may be made with any portion of the Cumulative Parent Qualified Equity Proceeds Amount.

Notwithstanding anything herein to the contrary, the foregoing provisions of Section 6.06 will not prohibit the payment of any Restricted Payment or the consummation of any redemption, purchase, defeasance or other payment within 60 days after the date of declaration thereof or the giving of notice, as applicable, if at the date of declaration or the giving of such notice such payment would have complied with the provisions of this Agreement.

Notwithstanding anything to the contrary set forth in this Section 6.06, no Settlement Party shall make any Restricted Payment to any Subsidiary (other than another Settlement Party) or any Unrestricted Subsidiary in the form of Material Intellectual Property; provided that nothing in this sentence shall prohibit any non-exclusive (other than exclusive distribution or other similar within a specified jurisdiction) license or sublicense of Material Intellectual Property to, or use of Material Intellectual Property by, any Subsidiary or Unrestricted Subsidiary.

Section 6.07 Transactions with Affiliates. (a) Dispose of any property or assets to, or purchase or acquire any property or assets from, or otherwise engage in any other transaction (or series of transactions) with, any of its Affiliates in a transaction (or series of related transactions) involving aggregate consideration in excess of \$20,000,000 unless (i) such transaction is upon terms that are substantially no less favorable to the Parent or such Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate, (ii) if such transaction (or series of related transactions) involves aggregate consideration in excess of \$50,000,000, a Primary Obligor delivers to the Opioid Trust a resolution adopted in good faith by the majority of the disinterested directors of the Board of Directors of such Primary Obligor, or if there are no such disinterested directors, by the Board of Directors of such Primary Obligor, approving such transaction (or series of related transactions) and set forth in a certificate of a Responsible Officer of such Primary Obligor delivered to the Opioid Trust certifying that such transaction complies with this Section 6.07(a), and (iii) if such transaction (or series of related transactions) involves aggregate consideration payable to an Affiliate in excess of \$100,000,000, a Primary Obligor delivers to the Opioid Trust a letter addressed to the Board of Directors of the Parent from an accounting, appraisal or investment banking firm, in each case of nationally recognized standing that is in the good faith determination of a Primary Obligor qualified to render such letter, which letter states that such transaction is on terms that are no less favorable in any material respect to the Parent or such

Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate or such transaction is fair to the Parent or such Subsidiary, as applicable, from a financial point of view.

(b) The foregoing clause (a) shall not prohibit, to the extent otherwise permitted under this Agreement,

(i) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, equity purchase agreements, stock options and stock ownership plans approved by the Board of Directors of the Parent,

(ii) loans or advances to employees or consultants of the Parent or any of the Subsidiaries in accordance with Section 6.04(e),

(iii) transactions among the Parent or any Subsidiary or any entity that becomes a Subsidiary as a result of such transaction (including via merger, consolidation or amalgamation in which the Parent or a Subsidiary is the surviving entity),

(iv) the payment of fees, reasonable out-of-pocket costs and indemnities to directors, officers, consultants and employees of the Parent and the Subsidiaries in the ordinary course of business,

(v) the Transactions (including the payment of all fees, expenses, bonuses and awards relating thereto) and any transactions pursuant to the Transaction Documents and permitted transactions, agreements and arrangements in existence on the Effective Date and, to the extent involving aggregate consideration in excess of \$5,000,000, set forth on Schedule 6.07 or any amendment thereto or replacement thereof or similar arrangement to the extent such amendment, replacement or arrangement is not adverse to the Opioid Trust (or any of its successors and assigns, in whole or part, as applicable) when taken as a whole in any material respect (as determined by the Parent in good faith),

(vi) (A) any employment agreements entered into by the Parent or any of the Subsidiaries in the ordinary course of business, (B) any subscription agreement or similar agreement pertaining to the repurchase of Equity Interests pursuant to put/call rights or similar rights with employees, officers or directors, and (C) any employee compensation, benefit plan or arrangement, any health, disability or similar insurance plan which covers employees, and any reasonable employment contract and transactions pursuant thereto,

(vii) Restricted Payments permitted under Section 6.06, Investments permitted under Section 6.04 and repayments or prepayments of Indebtedness permitted under Section 6.01,

(viii) [reserved,]

(ix) any transaction in respect of which the Parent delivers to the Opioid Trust a letter addressed to the Board of Directors of the Parent from an accounting, appraisal or investment banking firm, in each case of nationally recognized standing that is in the good faith determination of the Parent qualified to render such letter, which letter states that (i) such transaction is on terms that are substantially no less favorable to the Parent or such Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate or (ii) such transaction is fair to the Parent or such Subsidiary, as applicable, from a financial point of view,

(x) [reserved,]

(xi) transactions pursuant to any Qualified Receivables Facility,

(xii) transactions between the Parent or any of the Subsidiaries and any person, a director of which is also a director of the Parent; provided, however, that (A) such director abstains from voting as a director of the Parent on any matter involving such other person and (B) such person is not an Affiliate of the Parent for any reason other than such director's acting in such capacity,

(xiii) transactions permitted by, and complying with, the provisions of Section 6.05 (other than Sections 6.05(d) and (k) and, if the relevant lease, license, sublease or sublicense is both (A) not fair to the Parent and the Subsidiaries in the reasonable determination of the Board of Directors or the senior management of the Parent or the Lux Borrower and (B) not on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party, Section 6.05(i)),

(xiv) intercompany transactions undertaken in good faith (as certified by a Responsible Officer of the Parent to the Opioid Trust) for the purpose of improving the consolidated tax efficiency of the Parent and the Subsidiaries and not for the purpose of circumventing any covenant set forth herein,

(xv) payments, loans (or cancellation of loans) or advances to employees or consultants that are (i) approved by a majority of the Disinterested Directors of the Parent in good faith, (ii) made in compliance with applicable law and (iii) otherwise permitted under this Agreement; and

(xvi) transactions with (1) customers, clients or suppliers, in their capacity as such, (2) purchasers or sellers of goods or services, in their capacity as such, or (3) joint ventures, in each case (A) in the ordinary course of business and otherwise in compliance with the terms of this Agreement, and (B) which are fair to the Parent and the Subsidiaries in the reasonable determination of the Board of Directors or the senior management of the Parent or the Lux Borrower, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party.

Section 6.08 Business of the Parent and the Subsidiaries. Notwithstanding any other provisions hereof, engage at any time in any material respect in any business or business activity substantially different from any business or business activity conducted by any of them

on the Effective Date or any Similar Business, and in the case of a Receivables Entity, Qualified Receivables Facilities and related activities.

Section 6.09 Restrictions on Subsidiary Distributions and Negative Pledge Clauses. Permit any Material Subsidiary to enter into any agreement or instrument that by its terms restricts the payment of dividends or other distributions or the making of cash advances to the Parent or any Material Subsidiary that is a direct or indirect parent of such Subsidiary, in each case, other than those arising under any Settlement Document and except, in each case, restrictions existing by reason of:

- (a) restrictions imposed by applicable law;
- (b) contractual encumbrances or restrictions in effect on the Effective Date under Indebtedness existing on the Effective Date and set forth on Schedule 6.09, or any agreements related to any Permitted Refinancing Indebtedness in respect of any such Indebtedness that does not materially expand the scope of any such encumbrance or restriction (as determined in good faith by a Primary Obligor);
- (c) any restriction on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition;
- (d) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business;
- (e) any restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent that such restrictions apply only to the property or assets securing such Indebtedness;
- (f) any restrictions imposed by any agreement relating to Indebtedness incurred pursuant to Section 6.01 or Permitted Refinancing Indebtedness in respect thereof, to the extent such restrictions are not materially more restrictive, taken as a whole, than the restrictions contained in this Agreement or are market terms at the time of issuance (in each case as determined in good faith by a Primary Obligor);
- (g) customary provisions contained in leases or licenses of Intellectual Property and other similar agreements entered into in the ordinary course of business;
- (h) customary provisions restricting subletting or assignment of any lease governing a leasehold interest;
- (i) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;
- (j) customary restrictions and conditions contained in any agreement relating to the sale, transfer, lease or other disposition of any asset permitted under Section 6.05 pending the consummation of such sale, transfer, lease or other disposition;

(k) customary restrictions and conditions contained in the document relating to any Lien, so long as (1) such Lien is a Permitted Lien and such restrictions or conditions relate only to the specific asset subject to such Lien, and (2) such restrictions and conditions are not created for the purpose of avoiding the restrictions imposed by this Section 6.09;

(l) customary net worth provisions contained in Real Property leases entered into by Subsidiaries, so long as a Primary Obligor has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Parent and its Subsidiaries to meet their ongoing obligations;

(m) any agreement in effect at the time such subsidiary becomes a Subsidiary, so long as such agreement was not entered into in contemplation of such person becoming a Subsidiary;

(n) restrictions in agreements representing Indebtedness permitted under Section 6.01 of a Subsidiary that is not a Subsidiary Settlement Party (so long as such restrictions only relate to non-Settlement Parties);

(o) customary restrictions contained in leases, subleases, licenses or Equity Interests or asset sale agreements otherwise permitted hereby as long as such restrictions relate to the Equity Interests and assets subject thereto;

(p) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(q) restrictions contained in any Permitted Receivables Facility Documents with respect to any Receivables Entity;

(r) restrictions contained in the DOJ Settlement; and

(s) any restrictions of the type referred to above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of or similar arrangements to the contracts, instruments or obligations referred to in clauses (a) through (r) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements, refinancings or similar arrangements are, in the good faith judgment of the Parent, no more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions as contemplated by such provisions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement, refinancing or similar arrangement.

Section 6.10 Fiscal Year. In the case of the Parent, permit any change to its fiscal year; provided that the Parent and its Subsidiaries may change their fiscal quarter and/or fiscal year end one or more times, subject to such adjustments to this Agreement as a Primary Obligor and the Opioid Trust shall reasonably agree are necessary or appropriate in connection with such change (and the parties hereto hereby authorize either Primary Obligor and the Opioid Trust to make any such amendments to this Agreement as they jointly deem necessary to give effect to the foregoing).

Section 6.11 Amendment to DOJ Settlement. (i) Modify, amend or waive any term of the DOJ Settlement that results in (x) total cash payments by the Settlement Parties in respect of the DOJ Settlement to exceed an aggregate amount of \$260,000,000 (excluding professional fees, expenses and interest payable in connection with the DOJ Settlement), or (y) the acceleration of the timing of any payment due under the DOJ Settlement (it being understood that a voluntary prepayment of obligations under the DOJ Settlement does not constitute such a modification, amendment or waiver) or (ii) cause any Subsidiary (other than the Settlement Parties) to guarantee the obligations in respect of the DOJ Settlement.

Section 6.12 Limitation on Transfers to Mallinckrodt Holdings GmbH. (i) Dispose (including through the making of any Investment) of any material property or assets to Mallinckrodt Holdings GmbH or any of its Subsidiaries, other than pursuant to the intercompany receivable owned by Mallinckrodt Holdings GmbH and existing on March 9, 2021 (the “Swiss Intercompany Receivable”), (ii) permit Mallinckrodt Holdings GmbH and its Subsidiaries, when taken collectively as if constituting a single Subsidiary (but excluding the Swiss Intercompany Receivable), to constitute a Material Subsidiary, (iii) permit Mallinckrodt Holdings GmbH or its Subsidiaries to incur any material Indebtedness owed to unaffiliated third parties, or guarantee any material Indebtedness owed to any unaffiliated third-parties, in each of clauses (i) through (iii), unless Mallinckrodt Holdings GmbH shall become a Settlement Party or (iv) unless the Co-Borrower is a Settlement Party, (A) Dispose (including through the making of any Investment) of any property or assets (other than de minimis property and assets) to the Co-Borrower or (B) permit the Co-Borrower to hold any assets, engage in any trade or business, or conduct any business activities or acquire any Equity Interests of any other person, other than, with respect to this clause (iv)(B), (w) de minimis property and assets, (x) the issuance of its Equity Interests to the Parent or any Wholly Owned Subsidiary, (y) the incurrence of Indebtedness as a co-obligor or guarantor that is permitted under this Agreement, and (z) activities incidental to the foregoing.

## ARTICLE VII

### *Events of Default*

Section 7.01 Events of Default. In case of the happening of any of the following events (each, an “Event of Default”):

- (a) there is a failure to pay (i) when due any scheduled payment of any Opioid Deferred Cash Payment or (ii) for 30 days after becoming due any other Opioid Obligations,
- (b) there is a failure by the Parent for 90 days after receipt of written notice given by the Opioid Trust to comply with any of its obligations, covenants or agreements in Section 5.04,
- (c) there is a failure by the Parent or any Subsidiary for 60 days after written notice given by the Opioid Trust to comply with its other obligations, covenants or agreements (other than a default referred to in clauses (a) and (b) above) contained in this Agreement,

(d) there is a failure by the Parent or any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) to pay any Indebtedness (other than Indebtedness owing to the Parent or a Subsidiary) within any applicable grace period after final maturity or the acceleration of any such Indebtedness by the holders thereof because of a default, in each case, if the total amount of such Indebtedness unpaid or accelerated exceeds \$125,000,000 or its foreign currency equivalent,

(e) the Parent or a Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) pursuant to or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case;

(ii) consents to the entry of an order for relief against it in an involuntary case;

(iii) consents to the appointment of a Custodian of it or for any substantial part of its property; or

(iv) makes a general assignment for the benefit of its creditors or takes any comparable action under any foreign laws relating to insolvency,

(f) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Parent or any Significant Subsidiary in an involuntary case;

(ii) appoints a Custodian of the Parent or any Significant Subsidiary or for any substantial part of its property;

(iii) orders the winding up or liquidation of the Parent or any Significant Subsidiary; or any similar relief is granted under any foreign laws

and, in each case, the order or decree remains unstayed and in effect for 60 days,

(g) there is a failure by the Parent or any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) to pay final judgments aggregating in excess of \$125,000,000 or its foreign currency equivalent (net of any amounts which are covered by enforceable insurance policies issued by solvent carriers), which judgments are not discharged, waived or stayed for a period of 60 days, or

(h) the Guarantee by the Parent or a Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) with respect to the Opioid Obligations ceases to be in full force and effect (except as contemplated by the terms thereof) or the Parent or any other Guarantor that qualifies as a Significant

Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) denies or disaffirms its obligations under this Agreement or any Guarantee with respect to the Opioid Obligations and, in each case, such Default continues for 10 days.

then, and in every such event (other than an event with respect to the Parent or a Primary Obligor described in clause (e) or (f) above), and at any time thereafter during the continuance of such event, the Opioid Trust may, by notice to the Primary Obligors, take any or all of the following actions, at the same or different times: declare the unpaid Opioid Obligations then outstanding to be forthwith due and payable in whole or in part (in which case any Opioid Obligations not so declared to be due and payable may thereafter be declared to be due and payable), whereupon the unpaid Opioid Obligations so declared to be due and payable, together with any unpaid accrued fees and all other liabilities of the Settlement Parties accrued hereunder and under any other Settlement Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Parent and each Settlement Party, anything contained herein or in any other Settlement Document to the contrary notwithstanding; and in any event with respect to the Parent or a Settlement Party described in clause (e) or (f) above, the unpaid Opioid Obligations then outstanding, together with any unpaid accrued fees and all other liabilities of the Settlement Parties accrued hereunder and under any other Settlement Document, shall automatically become due and payable, anything contained herein or in any other Settlement Document to the contrary notwithstanding. For the avoidance of doubt, each reference in this Section 7.01 to the Opioid Trust shall be interpreted in accordance with Section 1.02 as a reference to the Opioid Trust and its successors and assigns in whole, but not in part.

ARTICLE VIII  
[RESERVED]

ARTICLE IX

MISCELLANEOUS

Section 9.01 Notices; Communications.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier or other electronic means (including by electronic mail) as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, address, telecopier number or electronic mail address set forth on Schedule 9.01.

(b) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by telecopier and electronic mail shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient).

(c) Any party hereto may change its address (including electronic mail address) or teletype number for notices and other communications hereunder by notice to the other parties hereto.

(d) Documents required to be delivered pursuant to Section 5.04 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Parent posts such documents, or provides a link thereto on the Parent's website on the Internet at the website address listed on Schedule 9.01, or (ii) on which such documents are posted on the Parent's or a Primary Obligor's behalf on an Internet or intranet website, if any, to which the Opioid Trust has access (whether a commercial, third-party website or whether sponsored by the Opioid Trust).

Section 9.02 Survival of the Agreement. All covenants, agreements, representations and warranties made by the Settlement Parties herein, in the other Settlement Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Settlement Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Settlement Documents, regardless of any investigation made by such persons or on their behalf, and shall continue in full force and effect until the Termination Date. Without prejudice to the survival of any other agreements contained herein, the provisions of Section 2.05, 9.05, 9.19(d), 9.23(d) and 10.03 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Opioid Obligations, the occurrence of the Termination Date or the termination of this Agreement or any other Settlement Document or any provision hereof or thereof.

Section 9.03 Binding Effect. This Agreement shall become effective when it shall have been executed by the Parent and the Primary Obligors, the Approval Order shall have been entered by the Bankruptcy Court and the other conditions to effectiveness set forth in Section 3.01 shall have been satisfied or waived.

Section 9.04 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Parent and the Primary Obligors shall not assign or otherwise transfer any of their respective rights or obligations hereunder without the prior written consent of the Opioid Trust (and any attempted assignment or transfer by the Parent or a Primary Obligor shall be null and void). The Opioid Trust (or any of its successors or assigns, in part or in whole) may assign to one or more assignees all or a ratable portion of its rights and obligations under this Agreement, subject to (i) the requirements of the Notice Side Letter, (ii) any such assignee becoming a party to this Agreement and the Subsidiary Guarantee Agreement pursuant to a joinder in form and substance reasonably acceptable to the Primary Obligors and (iii) any limitations set forth in this Agreement on the assignments of rights and obligations by the Opioid Trust (or any of its successors or assigns, in part or in whole), including any specification that certain references herein to the Opioid Trust refer to (x) the Opioid Trust and its successors and assigns in whole, but not in part or (y) to the Opioid Trust, but not any of its successors or assigns, in part or in whole; provided, however, that while the Primary Obligors agree that any such successor or assign shall be entitled to the benefits of Section 2.04 (subject to the

requirements and limitations therein) to the same extent as the Opioid Trust (but not any of its successors or assigns, in part or in whole), no such successor or assign shall be entitled to receive any greater payment under such Section in respect of any payment of Opioid Deferred Cash Payments (or any portion thereof) than the Opioid Trust (but not any of its successors or assigns, in part or in whole) would have been entitled to receive in respect of any such payment. Any attempted assignment or transfer by the Opioid Trust (or any of its successors or assigns, in part or in whole) of any of its rights or obligations in violation of the preceding sentence shall be null and void. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any person (other than the parties hereto, their respective successors and assigns permitted hereby, and, to the extent expressly contemplated hereby, the Related Parties of the Opioid Trust) any legal or equitable right, remedy or claim under or by reason of this Agreement or the other Settlement Documents.

Section 9.05 Expense; Indemnity.

(a) The Parent and the Primary Obligors hereby jointly and severally agree to pay (i) all reasonable and documented out-of-pocket expenses (including, subject to Section 9.05(c), Other Taxes) incurred by the Opioid Trust and its Affiliates in connection with the preparation of this Agreement and the other Settlement Documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), including the reasonable fees, charges and disbursements of counsel for the Opioid Trust and, if necessary, the reasonable fees, charges and disbursements of one local counsel per jurisdiction, and (ii) all out-of-pocket expenses (including Other Taxes) incurred by the Opioid Trust in connection with the enforcement of its rights in connection with this Agreement and any other Settlement Document, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Opioid Obligations and including the fees, charges and disbursements of a single counsel and, if necessary, a single local counsel in each appropriate jurisdiction and (if appropriate) a single regulatory counsel.

(b) The Parent and the Primary Obligors agree, jointly and severally, to indemnify the Opioid Trust, its trustees, each of their respective Affiliates, successors and assignors, and each of their respective Related Parties (each such person being called an “Indemnitee”) against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements (excluding the allocated costs of in house counsel and limited to not more than one counsel for the Opioid Trust (and its successors or assigns, in part or in whole) and its and their respective Indemnitees, taken as a whole, and, if necessary, a single local counsel in each appropriate jurisdiction and (if appropriate) a single regulatory counsel for the Opioid Trust (and its successors or assigns, in part or in whole) and its and their respective Indemnitees, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnitee affected by such conflict informs a Primary Obligor of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnitee)), incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Settlement Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto and thereto of their respective obligations hereunder and thereunder and the transactions expressly set forth

herein and in the Subsidiary Guarantee Agreement, (ii) [reserved], (iii) any violation of or liability under Environmental Laws by the Parent or any Subsidiary, (iv) any actual or alleged presence, Release or threatened Release of or exposure to Hazardous Materials at, under, on, from or to any property owned, leased or operated by the Parent or any Subsidiary or (v) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto and regardless of whether such matter is initiated by a third party or by the Parent, a Primary Obligor or any of their subsidiaries or Affiliates; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims damages, liabilities or related expenses (w) arose prior to the Effective Date or relate to any transactions contemplated by the Plan of Reorganization (including investigating, preserving or pursuing the Assigned Claims (as defined in the Opioid MDT II Cooperation Agreement) or defending against Opioid Claims (as defined in the Plan of Reorganization)) other than the transactions expressly set forth herein and in the Subsidiary Guarantee Agreement, (x) are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnitee or any of its Related Parties, (y) arose from a material breach in bad faith of such Indemnitee's or any of its Related Parties' obligations under any Settlement Document (as determined by a court of competent jurisdiction in a final, non-appealable judgment) or (z) arose from any claim, actions, suits, inquiries, litigation, investigation or proceeding that does not involve an act or omission of the Parent, a Primary Obligor or any of their subsidiaries or Affiliates and is brought by an Indemnitee against another Indemnitee. None of the Indemnitees (or any of their respective affiliates) shall be responsible or liable to the Parent, any Primary Obligor or any of their respective subsidiaries, Affiliates or stockholders for any special, indirect, consequential or punitive damages, which may be alleged as a result of the transactions set forth herein and in the other Settlement Documents. The provisions of this Section 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Opioid Obligations, the occurrence of the Termination Date, the invalidity or unenforceability of any term or provision of this Agreement or any other Settlement Document, or any investigation made by or on behalf of the Opioid Trust. All amounts due under this Section 9.05 shall be payable within 15 days after written demand therefor delivered to each Primary Obligor in accordance with Section 9.01 and accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(c) Except as expressly provided in Section 9.05(a) with respect to Other Taxes, which shall not be duplicative with any amounts paid pursuant to Section 2.03, this Section 9.05 shall not apply to any Taxes (other than Taxes that represent losses, claims, damages, liabilities and related expenses resulting from a non-Tax claim), which shall be governed exclusively by Section 2.03.

(d) To the fullest extent permitted by applicable law, neither the Parent nor any Primary Obligor shall assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Settlement Document or any agreement or instrument contemplated hereby, or the transactions contemplated hereby or thereby. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by

it through telecommunications, electronic or other information transmission systems (including the internet) in connection with this Agreement or the other Settlement Documents or the transactions contemplated hereby or thereby.

(e) The agreements in this Section 9.05 shall survive the repayment, satisfaction or discharge of the Opioid Obligations, the occurrence of the Termination Date and the termination of this Agreement, any other Settlement Document or any provision hereof or thereof. For the avoidance of doubt, nothing in this Section 9.05 shall modify the fact that the Plan of Reorganization shall constitute a Settlement Document only to the extent provided in the definition of that term.

Section 9.06 Relationship to Plan of Reorganization. As to the matters provided for herein and therein, the provisions of this Agreement and the Subsidiary Guarantee Agreement constitute a more detailed recitation of the rights and obligations of the parties hereto set forth in abbreviated form in the Plan of Reorganization.

Section 9.07 Applicable Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 9.08 Waivers; Amendments.

(a) No failure or delay of the Opioid Trust (or any of its successors or assigns, in part or in whole) in exercising any right or power hereunder or under any Settlement Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Opioid Trust (or any of its successors or assigns, in part or in whole) hereunder and under the other Settlement Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Settlement Document or consent to any departure by a Primary Obligor or any other Settlement Party therefrom shall in any event be effective unless the same shall be permitted by clause (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on a Primary Obligor or any other Settlement Party in any case shall entitle such person to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any other Settlement Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Parent, each Primary Obligor and the Opioid Trust. For the avoidance of doubt, the reference in this Section 9.08(b) to the Opioid Trust shall be interpreted in accordance with Section 1.02 as a reference to the Opioid Trust and its successors and assigns in whole, but not in part.

Section 9.09 [Reserved].

Section 9.10 Entire Agreement. This Agreement and the other Settlement Documents constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement among or representations from the parties or their Affiliates with respect to the subject matter hereof is superseded by this Agreement and the other Settlement Documents. Nothing in this Agreement or in the other Settlement Documents, expressed or implied, is intended to confer upon any party other than the parties hereto and thereto (and the Indemnitees) rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Settlement Documents.

Section 9.11 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER SETTLEMENT DOCUMENTS (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER SETTLEMENT DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11.

Section 9.12 Severability. In the event any one or more of the provisions contained in this Agreement or in any other Settlement Document should be held invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby as to such jurisdiction, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 9.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 9.03. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (including by delivery of .pdf) shall be as effective as delivery of a manually signed original. The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 9.14 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 9.15 Jurisdiction; Consent to Service of Process.

(a) Each party hereto irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any other party hereto or any Affiliate thereof in any way relating to this Agreement or any other Settlement Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, Borough of Manhattan, and of the United States District Court of the Southern District of New York, sitting in New York County, Borough of Manhattan, and of the Bankruptcy Court, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court or Bankruptcy Court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Settlement Documents in any court referred to in paragraph (a) of this Section 9.15. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement or any other Settlement Document to serve process in any other manner permitted by law.

(d) Each of the Parent and each Primary Obligor hereby irrevocably and unconditionally appoints ST Shared Services LLC, with an office on the Effective Date at 675 McDonnell Blvd., Hazelwood, MO 63042, and its successors hereunder (the "Process Agent"), as its agent to receive on behalf of the Parent and such Primary Obligor and their respective property all writs, claims, process and summonses in any action or proceeding brought against it in the State of New York. Such service may be made by mailing or delivering a copy of such process to the Parent or the respective Primary Obligor (as applicable) in care of the Process Agent at the address specified above for the Process Agent, and each of the Parent and each Primary Obligor irrevocably authorizes and directs the Process Agent to accept such service on its behalf. Failure by the Process Agent to give notice to the Parent or any or all Primary Obligors or failure of the Parent or any or all Primary Obligors to receive notice of such service of process shall not impair or affect the validity of such service on the Process Agent or the Parent or any Primary Obligor, or of any judgment based thereon. The Parent and each Primary

Obligor each covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the delegation of the Process Agent above in full force and effect, and to cause the Process Agent to act as such. Nothing herein shall in any way be deemed to limit the ability to serve any such writs, process or summonses in any other manner permitted by applicable law.

Section 9.16 Confidentiality. The Opioid Trust (and its successors and assigns, in part or in whole) shall maintain in confidence (and shall use solely for the purposes of determining compliance with the terms of the Settlement Documents or evaluating the financial condition of the Parent and its Subsidiaries) any information relating to the Parent, each Primary Obligor and any of their respective Subsidiaries or their respective businesses furnished to it by or on behalf of the Parent, each Primary Obligor or any of their respective Subsidiaries (other than information that (a) has become generally available to the public other than as a result of a disclosure by such party, (b) has been independently developed by the Opioid Trust (or such successor or assign, in part or in whole) without utilizing any information received from the Parent or any Subsidiary or violating this Section 9.16 or (c) was available to the Opioid Trust (or such successor or assign, in part or in whole) from a third party having, to the Opioid Trust's (or such successor's or assign's, in part or in whole) knowledge, no obligations of confidentiality to the Parent, any Primary Obligor or any other Subsidiary) and shall not reveal the same except: (A) to the extent necessary to comply with applicable laws or any legal process or the requirements of any Governmental Authority purporting to have jurisdiction over such the Opioid Trust (or such successor or assign, in part or in whole) or its Related Parties, (B) as part of normal reporting or review procedures to, or examinations by, Governmental Authorities or self-regulatory authorities, (C) to its Beneficiaries and Related Parties, including auditors, accountants, legal counsel and other advisors (so long as each such person shall have agreed to keep the same confidential in accordance with this Section 9.16), (D) in connection with the exercise of any remedies under this Agreement or any other Settlement Document or any suit, action or proceeding relating to this Agreement or any other Settlement Document or the enforcement of rights hereunder or thereunder, (E) to any prospective assignee of any of its rights under this Agreement (so long as such person shall have agreed to keep the same confidential in accordance with this Section 9.16), (F) [reserved,] (G) with the prior written consent of the Parent, and (H) to the extent required by a potential or actual insurer or reinsurer in connection with providing insurance, reinsurance or credit risk mitigation coverage under which payments are to be made or may be made by reference to this Agreement (so long as such person shall have agreed to keep the same confidential in accordance with this Section 9.16). For the avoidance of doubt, the confidentiality obligations of the Opioid Trust and its Related Parties and Beneficiaries with respect to any Cooperation Agreement Information shall be governed by the Opioid MDT II Cooperation Agreement and not by this Section 9.16.

Section 9.17 Settlement Parties' Materials. The Parent and each Primary Obligor hereby acknowledges and agrees that (a) the Opioid Trust may make available to its successors and assigns, in part or in whole, as applicable, and its Beneficiaries and/or their respective advisors materials and/or information provided by or on behalf of the Parent and any other Settlement Party hereunder, in each case subject to the requirements of Section 9.16 (collectively, "Settlement Parties' Materials"), (b) the Parent and each Primary Obligor will identify that portion of the Settlement Parties' Materials that includes material non-public information with respect to the Parent, the Primary Obligors or their respective Subsidiaries or

any of their respective securities, and (c) the Parent and each Primary Obligor will clearly and conspicuously mark “PUBLIC” all other Settlement Parties’ Materials that do not contain such material non-public information, which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof, and by marking Settlement Parties’ Materials “PUBLIC,” the Parent and each Primary Obligor shall be deemed to have authorized the Opioid Trust, its successors and assigns, in whole or in part, as applicable, the Beneficiaries of the Opioid Trust and their respective advisors to treat such Settlement Parties’ Materials as solely containing information that is either (x) publicly available information or (y) not material (although it may be sensitive and proprietary) with respect to the Parent, the Primary Obligors or their respective Subsidiaries or any of their respective securities for purposes of United States Federal securities laws (provided, however, that such Settlement Parties’ Materials shall be treated as set forth in Section 9.16, to the extent such Settlement Parties’ Materials constitute information subject to the terms thereof).

Section 9.18 [Reserved].

Section 9.19 Release of Obligations.

(a) The Opioid Trust (and its successors and assigns, in part or in whole) hereby irrevocably agree that any Subsidiary Settlement Party shall automatically be released from its obligations hereunder and its Guarantee and cease to be a Subsidiary Settlement Party upon (x) consummation of any transaction permitted hereunder resulting in such Subsidiary ceasing to constitute a Subsidiary or (y) the release or discharge (giving effect to any concurrent release of any Indebtedness) of its primary obligations and guarantees by such Subsidiary Settlement Party in respect of all Reference Indebtedness, in each case following a written request by a Primary Obligor to the Opioid Trust requesting that such person no longer constitutes a Subsidiary Settlement Party and certifying its entitlement to the requested release and, in the case of a release pursuant to clause (y), setting forth the details of its compliance with the following clauses (A) through (E); provided that any such release pursuant to preceding clause (y) shall only be effective if (A) no Event of Default has occurred and is continuing or would result therefrom, (B) at the time of such release (and after giving effect thereto), all outstanding Indebtedness of such Subsidiary would then be permitted to be made in accordance with the relevant provisions of Section 6.01 (for purposes of this clause (B), with the Primary Obligors being required to reclassify any such Indebtedness made in reliance upon such Subsidiary being a Subsidiary Settlement Party on another basis as would be permitted by such Section) (and all items described above in this clause (B) shall thereafter be deemed recharacterized as provided above in this clause (B)), (C) if such Subsidiary is a person described in Section 9.18(b)(i)(y)(1) of the Takeback Term Loan Credit Agreement (as in effect on the Effective Date) or such Subsidiary guaranteed Reference Indebtedness even though it was not required at such time to do so, then at the time of such release (and after giving effect thereto), all Investments previously made in such Subsidiary after the Effective Date would then be permitted to be made in accordance with Section 6.04 (for purposes of this clause (C), with the Primary Obligors being required to reclassify any such Investments made in reliance upon such Subsidiary being a Subsidiary Settlement Party on another basis as would be permitted by such Section), and any Dispositions previously made to such Subsidiary after the Effective Date would then be permitted to be made in accordance with the relevant provisions of Section 6.05 as if the same were made to a Subsidiary that was not a Subsidiary Settlement Party

(and all items described above in this clause (C) shall thereafter be deemed recharacterized as provided above in this clause (C)), (D) to the extent that the release from obligations in respect of Reference Indebtedness relies upon such Subsidiary ceasing to be a Wholly Owned Subsidiary, the transaction pursuant to which such Subsidiary ceases to be a Wholly Owned Subsidiary arises from legitimate business transactions with third parties and (E) such Subsidiary shall not be (or shall be concurrently be released as) a primary obligor or a guarantor with respect to any Reference Indebtedness.

(b) In connection with a release under this Section 9.19, the Opioid Trust shall be entitled to receive a certificate from Parent and the Primary Obligors stating that the sale, merger, consolidation or other Disposition of such Subsidiary is permitted in accordance with this Agreement and the other Settlement Documents and the Opioid Trust (and its successors and assigns, in whole or part) may conclusively rely on such certificate.

(c) The Opioid Trust (and its successors and assigns, in part or in whole) shall execute and deliver any instruments, documents, and agreements necessary or desirable to evidence and confirm the release of any Subsidiary Settlement Party pursuant to the foregoing provisions of this Section 9.19. Upon the effectiveness of any such release, any representation, warranty or covenant contained in any Settlement Document relating to any such Subsidiary Settlement Party shall no longer be deemed to be made. In connection with any release hereunder, the Opioid Trust (and its successors and assigns, in part or in whole) shall promptly take such action and execute any such documents as may be reasonably requested by a Primary Obligor, and at such Primary Obligor's expense, in connection with such release; provided, that (i) the Opioid Trust shall have received a certificate of a Responsible Officer of such Primary Obligor containing such certifications as the Opioid Trust shall reasonably request, (ii) the Opioid Trust (and its successors and assigns, in part or in whole) shall not be required to execute any such document on terms which, in the reasonable opinion of the Opioid Trust (or any of its successors or assigns, in part or in whole), would expose the Opioid Trust (or any of its successors or assigns, in part or in whole) to liability or create any obligation or entail any consequence other than such release without recourse or warranty, and (iii) such release shall not in any manner discharge, affect or impair the Opioid Obligations of the Parent or any other Subsidiary.

(d) Notwithstanding anything to the contrary contained herein or any other Settlement Document, on the Termination Date, upon request of a Primary Obligor, the Opioid Trust (and its successors and assigns, in part or in whole) shall take such actions as shall be required to release all obligations under any Settlement Document, whether or not on the date of such release there may be any contingent obligations or claims not then due; provided, that the Opioid Trust shall have received a certificate of a Responsible Officer of such Primary Obligor containing such certifications as the Opioid Trust shall reasonably request. Any such release of obligations shall be deemed subject to the provision that such obligations shall be reinstated if after such release any portion of any payment in respect of the relevant obligations shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of a Primary Obligor or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, a Primary Obligor or any Guarantor or any substantial part of its property, or otherwise, all as though such payment had not been made. The Primary Obligors agree, jointly and severally,

to pay all reasonable and documented out-of-pocket expenses incurred by the Opioid Trust (and its representatives) in connection with taking such actions to release all obligations under the Settlement Documents as contemplated by this Section 9.19.

Section 9.20 Judgement Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Settlement Document in the currency denominated in accordance with the applicable provisions of this Agreement (the “Agreement Currency”) into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Opioid Trust could purchase the Agreement Currency with such other currency on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of each Settlement Party in respect of any such sum due from it to the Opioid Trust (or any of its successors or assigns, in part or in whole) hereunder or under the other Settlement Documents shall, notwithstanding any judgment in a currency (the “Judgment Currency”) other than the Agreement Currency, be discharged only to the extent that on the Business Day following receipt by the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) of any sum adjudged to be so due in the Judgment Currency, the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable), in the Agreement Currency, the Settlement Parties agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable), or such other person to whom such obligation was owing, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) in the Agreement Currency, the Opioid Trust (or its applicable successors or assigns, in part or in whole) agrees to return the amount of any excess to the respective Settlement Party.

Section 9.21 USA PATRIOT Act Notice. To the extent the Opioid Trust (or any of its successors or assigns, in part or in whole) is subject to the USA PATRIOT Act, the Opioid Trust (and its successors and assigns, in part or in whole) hereby notifies each Settlement Party that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies such Settlement Party, which information includes the name and address of such Settlement Party and other information that will allow the Opioid Trust (and its successors and assigns, in part or in whole) to identify each Settlement Party in accordance with the USA PATRIOT Act.

Section 9.22 [Reserved.]

Section 9.23 Joint Obligors.

(a) Notwithstanding anything else in this Agreement or any other Settlement Documents to the contrary, each Primary Obligor, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Primary Obligors, with respect to the payment and performance of all of the

Opioid Obligations, it being the intention of the parties hereto that all of the Opioid Obligations shall be the joint and several obligations of each Primary Obligor without preferences or distinction among them. The Primary Obligors shall be liable for all amounts due to Opioid Trust (or any of its successors or assigns, in part or in whole) under this Agreement. The Opioid Obligations of the Primary Obligors with respect to Opioid Deferred Cash Payments and the Opioid Obligations arising as a result of the joint and several liability of one of the Primary Obligors hereunder with respect to the Opioid Deferred Cash Payments, shall be separate and distinct obligations, but all such other Opioid Obligations shall be primary obligations of each Primary Obligor.

(b) If and to the extent that any Primary Obligor shall fail to make any payment with respect to any of the Opioid Obligations as and when due or to perform any of the Opioid Obligations in accordance with the terms thereof, then in each such event, each other Primary Obligor will make such payment with respect to, or perform, such Opioid Obligation.

(c) The obligations of each Primary Obligor under this Section 9.23 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any Primary Obligor. The joint and several liability of the Primary Obligors hereunder shall continue in full force and effect notwithstanding any absorption, merger, amalgamation or any other change whatsoever in the name, membership, constitution or place of formation of any Primary Obligor or the Opioid Trust (or any of its successors or assigns, in part or in whole).

(d) The provisions of this Section 9.23 are made for the benefit of the Opioid Trust and its successors and assigns, in part or in whole, and subject to Article VII hereof, may be enforced by them from time to time against any Primary Obligor as often as occasion therefor may arise and without requirement on the part of Opioid Trust (or any of its successors or assigns, in part or in whole) first to marshal any of its claims or to exercise any of its rights against any other Primary Obligor or to exhaust any remedies available to it against any other Primary Obligor or to resort to any other source or means of obtaining payment of any of the Opioid Obligations hereunder or to elect any other remedy. If at any time, any payment, or any part thereof, made in respect of any of the Opioid Obligations is rescinded or must otherwise be restored or returned by the Opioid Trust (or any of its successors or assigns, in part or in whole) or any subsequent transferee upon the insolvency, bankruptcy or reorganization of any Primary Obligor, or otherwise, the provisions of this Section 9.23 will forthwith be reinstated and in effect as though such payment had not been made.

(e) Notwithstanding any provision to the contrary contained herein or in any of the other Settlement Documents, to the extent the obligations of a Primary Obligor shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state, federal or foreign law relating to fraudulent conveyances or transfers) then the obligations of such Primary Obligor hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal, state, provincial or foreign and including, without limitation, the Bankruptcy Code).

ARTICLE X

PARENT GUARANTY

Section 10.01 Parent Guaranty. The Parent hereby guarantees to the Opioid Trust (and its successors and assigns, in part or in whole) and each holder of the Opioid Obligations as hereinafter provided, as primary obligor and not as surety, the payment of the Opioid Obligations in full in cash when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof. The Parent hereby further agrees that if any of the Opioid Obligations are not paid in full in cash when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the Parent will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Opioid Obligations, the same will be promptly paid in full in cash when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 10.02 Obligations Unconditional. (a) The obligations of the Parent under Section 10.01 are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of any of the Settlement Documents or other documents relating to the Opioid Obligations, or any substitution, release, impairment or exchange of any other guarantee of any of the Opioid Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor (other than payment in full in cash of the Opioid Obligations, other than contingent obligations not then due), it being the intent of this Section 10.02 that the obligations of the Parent hereunder shall be absolute and unconditional under any and all circumstances. The Parent agrees that it shall have no right of subrogation, indemnity, reimbursement or contribution against a Primary Obligor or any other Guarantor for amounts paid under this Article X until such time as the Opioid Obligations (other than contingent obligations not then due) have been paid in full in cash.

(b) Without limiting the generality of the foregoing, it is agreed that, to the fullest extent permitted by law, the occurrence of any one or more of the following shall not alter or impair the liability of the Parent hereunder, which shall remain absolute and unconditional as described above:

(i) at any time or from time to time, without notice to the Parent, the time for any performance of or compliance with any of the Opioid Obligations shall be extended, or such performance or compliance shall be waived;

(ii) any of the acts mentioned in any of the provisions of any of the Settlement Documents or other documents relating to the Opioid Obligations shall be done or omitted;

(iii) the due date of any of the Opioid Obligations shall be accelerated, or any of the Opioid Obligations shall be modified, supplemented or amended in any respect, or any right under any of the Settlement Documents or other documents relating to the

Opioid Obligations shall be waived or any other guarantee of any of the Opioid Obligations shall be released, impaired or exchanged in whole or in part or otherwise dealt with;

(iv) any of the Opioid Obligations shall be determined to be void or voidable (including, without limitation, for the benefit of any creditor of the Parent) or shall be subordinated to the claims of any person (including, without limitation, any creditor of the Parent); or

(v) the lack of enforceability or validity of the Opioid Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto, or any other invalidity or unenforceability relating to or against the Parent, any Primary Obligor or any other Guarantor of any of the Opioid Obligations, for any reason related to this Agreement, any other Settlement Document or any provision of applicable law, decree, order or regulation of any jurisdiction purporting to prohibit the payment by the Parent, any Primary Obligor or any other Guarantor of the Opioid Obligations, of any of the Opioid Obligations or otherwise affecting any term of any of the Opioid Obligations.

(c) With respect to its obligations hereunder, the Parent hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Opioid Trust (or any of its successors or assigns, in part or in whole) exhaust any right, power or remedy or proceed against any person under any of the Settlement Documents or other documents relating to the Opioid Obligations, or against any other person under any other guarantee of any of the Opioid Obligations.

Section 10.03 Reinstatement. The obligations of the Parent under this Article X shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any person in respect of the Opioid Obligations is rescinded or must be otherwise restored by any holder of any of the Opioid Obligations or any subsequent transferee, whether as a result of any proceedings under any Bankruptcy Law or otherwise, and the Parent agrees that it will indemnify the Opioid Trust (and its successors and assigns, in part or in whole) on demand for all reasonable costs and expenses (including, without limitation, the fees, charges and disbursements of counsel) incurred by the Opioid Trust (or its successors and assigns, in part or in whole) in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any proceedings under any Bankruptcy Law or otherwise.

Section 10.04 Certain Additional Waivers. The Parent further agrees that it shall have no right of recourse to security for the Obligations, except through the exercise of rights of subrogation pursuant to Section 10.02 and through the exercise of rights of contribution pursuant to Section 10.06.

Section 10.05 Remedies. The Parent agrees that, to the fullest extent permitted by law, as between the Parent, on the one hand, and the Opioid Trust (and its successors and assigns, in part or in whole), on the other hand, the Opioid Obligations may be declared to be forthwith due and payable as provided in Article VII (and shall be deemed to have become

automatically due and payable in the circumstances provided in said Article VII) for purposes of Section 10.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or preventing the Opioid Obligations from becoming automatically due and payable) as against any other person and that, in the event of such declaration (or the Opioid Obligations being deemed to have become automatically due and payable), the Opioid Obligations (whether or not due and payable by any other person) shall forthwith become due and payable by the Parent for purposes of Section 10.01.

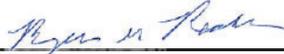
Section 10.06 Rights of Contribution. The Parent agrees that, in connection with payments made hereunder, the Parent and each other Guarantor shall have contribution rights against the other Guarantors as permitted under applicable law. Such contribution rights shall be subordinate and subject in right of payment to the obligations of such Guarantors under the Settlement Documents and no Guarantor shall exercise such rights of contribution until all Opioid Obligations (other than contingent obligations not then due) have been paid in full in cash.

Section 10.07 Guarantee of Payment; Continuing Guarantee. The guarantee given by the Parent in this Article X is a guaranty of payment and not of collection, is a continuing guarantee, and shall apply to all Obligations whenever arising.

Section 10.08 New Parent. If, at any time, (a) the Parent becomes a Wholly Owned Subsidiary of an entity (x) that is an entity organized in a Qualified Jurisdiction and (y) at least a majority of the Equity Interests of which are owned by persons who were, immediately prior to its acquisition of the Parent, shareholders of the Parent, and (b) no Default or Event of Default has occurred and is continuing (or would exist upon such New Parent becoming the Parent), then a Primary Obligor may, by notice to the Opioid Trust, designate such person (the "New Parent") as the Parent. Following any such designation, and effective upon (i) the execution by such person of a joinder to this Agreement in form and substance reasonably satisfactory to the Opioid Trust by which it agrees to be bound by the terms hereof and assume all obligations of the Parent hereunder and (ii) the prior Parent becoming party to the Subsidiary Guarantee Agreement, such person shall become the Parent and shall assume all rights and obligations of the Parent hereunder; provided that (x) nothing in this Section 10.08 shall discharge or release the previous Parent from its obligations hereunder until such time as the previous Parent shall become a party to the Subsidiary Guarantee Agreement as a Subsidiary Settlement Party and (y) from and after the date upon which the New Parent satisfies the above requirements and becomes the "Parent", the previous Parent shall be deemed to be a Subsidiary Settlement Party for purposes hereof. Any New Parent and any previous Parent shall take all actions reasonably requested by the Opioid Trust to effectuate the foregoing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

MALLINCKRODT PLC

By:  \_\_\_\_\_

Name: Bryan M. Reasons  
Title: Executive Vice President and Chief  
Financial Officer

MALLINCKRODT LLC  
SPECGX LLC  
SPECGX HOLDINGS LLC

By:  \_\_\_\_\_

Name: Stephen A. Welch  
Title: President

**Schedule 1.01(A)**

Agreed Guarantee Principles

See attached.

AGREED GUARANTEE PRINCIPLES

Unless otherwise defined herein, capitalized terms used herein are defined in the Agreement to which this Schedule 1.01(A) is attached and in the other Schedules and Exhibits to such Agreement.

**(A) Considerations**

1. In determining any limitations on the amount or scope of Guarantees by Primary Obligors or Guarantors organized outside of the United States (the “Non-U.S. Settlement Parties”), the following matters will be taken into account. Guarantees may be limited in amount or scope, to the extent that it would (if not so limited):
  - (a) result in any breach of corporate benefit, financial assistance, fraudulent preference, thin capitalisation laws, capital maintenance rules, general statutory limitations, retention of title claims or the laws or regulations (or analogous restrictions) of any applicable jurisdiction or any similar principles which may limit the ability of any Non-U.S. Settlement Party to provide a guarantee or may require that the guarantee be limited by an amount or scope or otherwise;
  - (b) result in any (x) material risk to the officers of the relevant Primary Obligor or Guarantor of contravention of their fiduciary duties or any legal prohibition and/or (y) risk to the officers of the relevant Primary Obligor or Guarantor of civil or criminal liability;
  - (c) result in costs that the Lux Obligor and the Opioid Trust reasonably determine are excessive in relation to the benefit obtained by the beneficiary of the Guarantees by reference to the costs of creating the Guarantees, on the one hand, versus the value of the Guarantees granted, on the other hand; and
  - (d) impose an undue administration burden on, or material inconvenience to the ordinary course of operations of, the provider of the Guarantees, in each case which the Lux Obligor and the Opioid Trust reasonably determine is excessive in relation to the benefit obtained by the beneficiary of the Guarantees.
2. For the avoidance of doubt, in these Agreed Guarantee Principles, “cost” includes, but is not limited to, income tax cost, other tax costs, stamp and other duties, notarisation, registration or other applicable fees, the cost of maintaining capital for regulatory purposes, out-of-pocket expenses, and other fees and expenses directly incurred by the relevant Primary Obligor or Guarantor or any of its direct or indirect owners, subsidiaries or affiliates.

**(B) Obligations to be Guaranteed**

1. Subject to paragraph (A) above, the obligations to be guaranteed are the Obligations. The Guarantees are to be granted in favor of the Opioid Trust (or equivalent local procedure and unless otherwise necessary in any jurisdictions).

2. The form of Guarantee with respect to any Non-U.S. Settlement Party shall be subject to any limitations as set out in the joinder, supplement or other Guarantee applicable to such Non-U.S. Settlement Party as may be required in order to comply with local laws in accordance with these Agreed Guarantee Principles.

**Schedule 1.01(B)**

Original Payment Schedule

See attached.

Term	Meaning								
Original Payment Schedule	The schedule for deferred cash payments under the February 2020 agreement in principle reached between certain state attorneys general and the Debtors, providing for the following payments on the following dates:								
	<table border="1"> <thead> <tr> <th data-bbox="571 409 1002 451">Date</th> <th data-bbox="1002 409 1430 451">Payment Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="571 451 1002 493">Plan Effective Date</td> <td data-bbox="1002 451 1430 493">\$300,000,000</td> </tr> <tr> <td data-bbox="571 493 1002 598">Each of 1<sup>st</sup> and 2<sup>nd</sup> anniversaries of Plan Effective Date</td> <td data-bbox="1002 493 1430 598">\$200,000,000</td> </tr> <tr> <td data-bbox="571 598 1002 716">Each of 3<sup>rd</sup> through 8<sup>th</sup> anniversaries of Plan Effective Date</td> <td data-bbox="1002 598 1430 716">\$150,000,000</td> </tr> </tbody> </table>	Date	Payment Amount	Plan Effective Date	\$300,000,000	Each of 1 <sup>st</sup> and 2 <sup>nd</sup> anniversaries of Plan Effective Date	\$200,000,000	Each of 3 <sup>rd</sup> through 8 <sup>th</sup> anniversaries of Plan Effective Date	\$150,000,000
	Date	Payment Amount							
	Plan Effective Date	\$300,000,000							
Each of 1 <sup>st</sup> and 2 <sup>nd</sup> anniversaries of Plan Effective Date	\$200,000,000								
Each of 3 <sup>rd</sup> through 8 <sup>th</sup> anniversaries of Plan Effective Date	\$150,000,000								
Plan Effective Date	\$300,000,000								
Each of 1 <sup>st</sup> and 2 <sup>nd</sup> anniversaries of Plan Effective Date	\$200,000,000								
Each of 3 <sup>rd</sup> through 8 <sup>th</sup> anniversaries of Plan Effective Date	\$150,000,000								

**Schedule 1.01(C)**

Discount Schedule

See attached.

**Annex A****Prepayment Cost of Opioid Deferred Cash Payments at Various Months After Effective Date<sup>1</sup>**

<b>Months after Effective Date (end of month)</b>	<b>Prepayment Cost of Opioid Deferred Cash Payments</b>
0	\$716,889,259
1	\$725,128,582
2	\$733,440,227
3	\$741,824,347
4	\$750,281,031
5	\$758,810,295
6	\$767,412,072
7	\$776,086,190
8	\$784,832,363
9	\$793,650,162
10	\$802,538,992
11	\$811,498,058
12	\$820,526,326 <sup>2</sup>
13	\$627,859,737
14	\$635,254,954
15	\$642,711,782
16	\$650,229,925
17	\$657,808,961
18	\$665,448,320 <sup>3</sup>

<sup>1</sup> Amounts shown in this Annex A show the prepayment cost at the end of each of the 18 months after the Effective Date. To the extent a prepayment occurs other than at the end of the month, the prepayment cost shall be calculated as of such prepayment date pursuant to the formula set forth in the Plan. For the purposes of the Prepayment Option, months shall be calculated starting from the Effective Date, not calendar months.

<sup>2</sup> Month twelve includes \$200,000,000 payment due at such time.

<sup>3</sup> Prepayment right may be exercised on or prior to eighteen months after the Effective Date.

**Schedule 1.01(D)**

Permitted Holders

1. Arena Investors, LP
2. Aurelius Capital Management, LP
3. Bracebridge Capital, LLC
4. Cerberus Capital Management LP.
5. Cetus Capital LLC
6. Citadel LLC
7. Citigroup Inc.
8. Credit Suisse Securities (USA) LLC
9. Deutsche Bank Securities Inc.
10. Farmstead Capital Management, LLC
11. Federated Investment Management Company
12. Hain Capital Group, LLC
13. Hudson Bay Capital Management, LP
14. JPMorgan Investment Management Inc.
15. J.P. Morgan Securities LLC.
16. Kite Lake Capital Management (UK) LLP.
17. Livello Capital Management LP
18. LMR Partners LLP
19. Luxor Capital Group
20. Mariner Investment Group, LLC
21. Moore Global Investments, LLC
22. Nomura Corporate Research and Asset Management Inc.
23. Scoggin Capital Management LLC
24. Sculptor Capital LP
25. Serengeti Asset Management
26. Two Seas Capital LP
27. Wells Fargo Securities LLC

Schedule 6.01<sup>1</sup>Indebtedness**Part A – Indebtedness Owed to Persons Other Than Parent and Subsidiaries**

Applicant Name (Guarantor Applicants are noted with *)	Request Type	Face Value	Quarterly Rates (as of 4/29/2022)	Value (USD)	Issuing Bank / Surety	Beneficiary Name
<b>Mallinckrodt International Finance SA on behalf of Mallinckrodt plc</b>	Letter of Credit	USD 2,500,000.00	1.000	2,500,000.00	Deutsche Bank AG	Allianz Global Corporate & Specialty SE
<b>Mallinckrodt International Finance SA*</b>	Letter of Credit	USD 8,204,942.50	1.000	8,204,942.50	Deutsche Bank AG	AIG
<b>Mallinckrodt LLC*</b>	Letter of Credit	USD 22,309.00	1.000	22,309.00	Citibank	Insurance Company of North America
<b>Mallinckrodt LLC*</b>	Letter of Credit	USD 250,000.00	1.000	250,000.00	Deutsche Bank AG	Carnforth Limited
<b>Mallinckrodt US Holdings LLC*</b>	Letter of Credit	USD 3,256,500.00	1.000	3,256,500.00	Deutsche Bank AG	New Jersey Department of Environmental Protection
<b>Mallinckrodt US Holdings LLC*</b>	Letter of Credit	USD 421,864.00	1.000	421,864.00	Deutsche Bank AG	Utah Water Quality Board Executive Secretary
<b>Mallinckrodt US Holdings LLC*</b>	Letter of Credit	USD 143,963.93	1.000	143,963.93	Deutsche Bank AG	Sutton Brook Disposal Area Superfund Site Group Settlement Account Trust
<b>SpecGx LLC*</b>	Letter of Credit	USD 2,500,000.00	1.000	2,500,000.00	Deutsche Bank	Eastman Chemical Company
<b>Mallinckrodt International Finance SA*</b>	Parent Guarantee	USD 120,000,000.00	1.000	120,000,000.00		Deutsche Bank Aktiengesellschaft
<b>Dritte Corsa Verwaltungsgesellschaft GMBH</b>	Parent Guarantee	EUR 9,600,000.00	1.056	10,134,720.00		Dritte Corsa Verwaltungsgesellschaft GMBH
<b>Stratatech Corporation*</b>	Parent Guarantee	USD 5,500,000.00	1.000	5,500,000.00		University Research Park, Inc (Wisconsin)
<b>Mallinckrodt Manufacturing LLC*</b>	Parent Guarantee	USD 1,000,000.00	1.000	1,000,000.00		Donlen Corporation, Donlen Trust
<b>Mallinckrodt Manufacturing LLC*</b>	Parent Guarantee	USD 838,812.88	1.000	838,812.88		Bre Delta Industrial Sacramento LP

<sup>1</sup> No reference to, or disclosure of, any item in this Schedule shall be construed as an admission or indication that such item is required to be referred to or disclosed in accordance with the Agreement. Matters disclosed in this Schedule are not necessarily limited to matters required or permitted to be disclosed by the Agreement. Such additional matters are disclosed for informational purposes only and do not necessarily include other matters of a similar nature or impose any duty or obligation to disclose any information beyond what is required by the Agreement, and disclosure of such additional matters shall not affect, directly or indirectly, the interpretation of the Agreement or the scope of the disclosure obligations thereunder.

Applicant Name (Guarantor Applicants are noted with *)	Request Type	Face Value	Quarterly Rates (as of 4/29/2022)	Value (USD)	Issuing Bank / Surety	Beneficiary Name
<b>Ikaria Canada Inc.</b>	Parent Guarantee	USD 163,918.00	1.000	163,918.00		bcIMC Realty Corporation
<b>Mallinckrodt Veterinary, Inc.</b>	Performance Bond	USD 1,489,513				
<b>Mallinckrodt Group Sarl Luxembourg</b>	Indemnification Obligations	USD 18,950,000				

Applicant Name (Guarantor Applicants are noted with asterisk)	% of Restricted Cash Posted	Request Type	Currency	Face Value	Quarterly Rates (as of 4/01/2022)	Value (USD)	Issuing Bank / Surety	Beneficiary Name	Actual Effective Date	Actual Expiration Date
<b>Mallinckrodt Chemical Limited</b>	R - 110%	Bank Guarantee	GBP	GBP 2,600,000.00	1.313	3,414,840.00	Deutsche Bank AG	HM REVENUE AND CUSTOMS	6/12/2013	6/11/2022
<b>Mallinckrodt Medical UK Holdings Limited Zweigniederlassung Deutschland</b>	R - 110%	Bank Guarantee	EUR	EUR 12,245.81	1.116	13,665.10	Deutsche Bank AG, Zurich	Frau Franziska Schmitz	12/15/2016	12/31/2021
<b>Mallinckrodt Pharmaceuticals Ireland Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 600,000.00	1.116	669,540.00	Deutsche Bank AG London	Office of Guarantee of the Revenue Commissioners Ireland	4/5/2018	4/5/2023
<b>Mallinckrodt Pharmaceuticals Ireland Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 13,125.00	1.116	14,646.19	Deutsche Bank AG Zurich (via DB Amsterdam)	Kantoor Rotterdam	4/6/2018	4/5/2023
<b>Mallinckrodt Pharmaceuticals Ireland Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 336,127.46	1.116	375,084.63	Deutsche Bank Zurich	Amministrazione Finanziaria - Agenzia delle Entrate - Centro Operativo di Pescara	8/12/2019	8/12/2023
<b>Mallinckrodt Pharmaceuticals Ireland Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 248,761.26	1.116	277,592.69	Deutsche Bank Zurich (via DB Milan)	Amministrazione Finanziaria - Agenzia delle Entrate - Centro Operativo di Pescara	5/28/2020	5/28/2023

Applicant Name (Guarantor Applicants are noted with asterisk)	% of Restricted Cash Posted	Request Type	Currency	Face Value	Quarterly Rates (as of 4/01/2022)	Value (USD)	Issuing Bank / Surety	Beneficiary Name	Actual Effective Date	Actual Expiration Date
<b>Mallinckrodt Pharmaceuticals Ireland Limited</b>	R - 110%	Bank Guarantee	GBP	GBP 70,000.00	1.313	91,938.00	Deutsche Bank AG London	HM REVENUE AND CUSTOMS	9/2/2021	9/10/2024
<b>Mallinckrodt Specialty Pharmaceuticals Ireland Ltd</b>	R - 110%	Bank Guarantee	CHF	CHF 12,000.00	1.083	12,998.28	Deutsche Bank Zurich	Eidgenössische Steuerverwaltung, Bern (Swiss VAT)	6/20/2018	6/20/2023
<b>Therakos (UK) Ltd</b>	R - 110%	Bank Guarantee	GBP	GBP 10,000.00	1.313	13,134.00	Deutsche Bank AG	HM REVENUE AND CUSTOMS	12/12/2018	12/12/2023
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 9,000.00	1.116	10,043.10	Deutsche Bank AG Milan	A.O.U. POLICLINICO VITTORIO EMANUELE CATANIA	12/20/2020	1/11/2021
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 10,499.40	1.116	11,716.28	Deutsche Bank AG Milan	Azienda Ospedaliera Santobono Pausilipon	12/22/2020	12/22/2022
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 4,432.50	1.116	4,946.23	Deutsche Bank AG Milan	Azienda Ospedaliera San Camillo Forlanini	8/20/2020	2/24/2021
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 8,266.80	1.116	9,224.92	Deutsche Bank AG Milan	Azienda Sanitaria della Provincia Autonoma di Bolzano	1/15/2021	1/17/2023
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 90,000.00	1.116	100,431.00	Deutsche Bank AG Milan	A.O.U. POLICLINICO VITTORIO EMANUELE CATANIA	12/30/2020	7/14/2021
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 49,139.55	1.116	54,834.82	Deutsche Bank AG Milan	ESTAR- via San Salvi 12- Palazzina 14- 50135- Firenze	11/25/2020	7/30/2021
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 7,800.00	1.116	8,704.02	Deutsche Bank AG Milan	Azienda Sanitaria Locale di Pescara	4/19/2021	10/16/2021
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 39,000.00	1.116	43,520.10	Deutsche Bank AG Milan	Azienda Sanitaria Locale di Pescara	4/19/2021	10/16/2021
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 33,920.00	1.116	37,851.33	Deutsche Bank AG Milan	ARCS Azienda Regionale di	9/22/2021	10/7/2024

Applicant Name (Guarantor Applicants are noted with asterisk)	% of Restricted Cash Posted	Request Type	Currency	Face Value	Quarterly Rates (as of 4/01/2022)	Value (USD)	Issuing Bank / Surety	Beneficiary Name	Actual Effective Date	Actual Expiration Date
								Coordinamento per la Salute		
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	6,784.00	1.116	7,570.27	Deutsche Bank AG Milan	ARCS Azienda Regionale di Coordinamento per la Salute	9/22/2021	6/4/2022
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	19,320.00	1.116	21,559.19	Deutsche Bank AG Milan	Azienda Ospedaliero Universitaria consorziale Policlinico di Bari	10/12/2021	4/12/2022
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	96,150.00	1.116	107,293.79	Deutsche Bank AG Milan	Azienda Ospedaliero Universitaria consorziale Policlinico di Bari	10/12/2021	4/12/2022
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	11,083.50	1.116	12,368.08	Deutsche Bank AG Milan	AZIENDA ULSS 3 SERENISSIMA	10/21/2021	6/26/2022
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	27,708.75	1.116	30,920.19	Deutsche Bank AG Milan	AZIENDA ULSS 3 SERENISSIMA	10/21/2021	6/26/2022
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	26,700.00	1.116	29,794.53	Deutsche Bank AG Milan	AZIENDA OSPEDALIERA DEI COLLI" MONALDI COTUGNO CTO	11/4/2201	5/3/2022
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	133,500.00	1.116	148,972.65	Deutsche Bank AG Milan	AZIENDA OSPEDALIERA DEI COLLI" MONALDI COTUGNO CTO	11/4/2201	5/3/2022
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	124,621.50	1.116	139,065.13	Deutsche Bank AG Milan	AZIENDA OSPEDALIERA DEI COLLI" MONALDI COTUGNO CTO	12/16/2021	12/16/2026
<b>Therakos UK Limited</b>	R - 110%	Bank Guarantee	EUR	EUR 10,500.00	1.116	11,716.95	Deutsche Bank AG Milan	Azienda Ospedaliera Santobono Pausilipon	12/4/2020	3/3/2021

Applicant Name (Guarantor Applicants are noted with asterisk)	% of Restricted Cash Posted	Request Type	Currency	Face Value	Quarterly Rates (as of 4/01/2022)	Value (USD)	Issuing Bank / Surety	Beneficiary Name	Actual Effective Date	Actual Expiration Date
<b>Therakos UK Limited, Dutch Branch</b>	R - 110%	Bank Guarantee	EUR	EUR 31,000.00	1.116	34,592.90	Deutsche Zurich (via DB Amsterdam)	Belastingsdienst Rotterdam	2/23/2018	2/22/2022 (review date)
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	33,897.50	1.116	37,826.22	Deutsche Bank AG Milan	ARCS Azienda Regionale di Coordinamento per la Salute	2/24/2022	2/24/2025
<b>Therakos EMEA Limited</b>	R - 110%	Bank Guarantee	EUR	78,907.50	1.116	88,052.88	Deutsche Bank AG Milan	Azienda Ospedaliero Universitaria consorziale Policlinico di Bari	5/9/2022	5/9/2027

### *Earn-Out Obligations*

Obligor	Milestone Amount	Triggering Event for Milestone Payout
Mallinckrodt Pharmaceuticals Ireland Limited	\$5,000,000	The last to occur of (i) Regulatory Approval by the FDA for the Product for the Adult Indication, (ii) Regulatory Approval by the FDA for the Commercial delivery Device and (iii) the Commercial Delivery Device is Ready for Production
Mallinckrodt Pharmaceuticals Ireland Limited	\$10,000,000	The first occurrence of the achievement of Cumulative Net Sales of \$200M, unless reduced pursuant to 3.4 of amendment2
Mallinckrodt Pharmaceuticals Ireland Limited	\$12,500,000	FDA approval (original Orphan agreement)
Mallinckrodt Pharmaceuticals Ireland Limited	\$5,000,000	FDA approval (Japanese rights Orphan agreement amendment 2020)
Mallinckrodt Pharmaceuticals Ireland Limited	\$3,000,000	Approval by Japanese PMDA (recently executed amendment to the Orphan agreement) for any indication

Obligor	Milestone Amount	Triggering Event for Milestone Payout
Mallinckrodt Pharmaceuticals Ireland Limited	\$5,000,000	The first twelve month period in which Net Sales of the Product in the Territory exceed \$60M
Mallinckrodt Pharmaceuticals Ireland Limited	\$5,000,000	The first twelve month period in which Net Sales of the Product in the Territory exceed \$75M
Mallinckrodt Pharmaceuticals Ireland Limited	AUD 7500000	Final FDA approval of the use of inhaled nitric oxide in children and adults post cardiac surgery (peds CV only)
Mallinckrodt Pharmaceuticals Ireland Limited	\$2,000,000	Initiation of work under Work Plan for a specific target
Mallinckrodt Pharmaceuticals Ireland Limited	\$2,000,000	Initiation of first GLP Toxicology Study of a Licensed Product <sup>3</sup>
Mallinckrodt Pharmaceuticals Ireland Limited	\$3,000,000	Submission to the applicable Regulatory Authority of the 1st IND for a Licensed Product <sup>3</sup>
Mallinckrodt Pharmaceuticals Ireland Limited	\$3,000,000	Successful Completion of the Phase 1 Clinical Program of a Licensed Product <sup>3</sup>
Mallinckrodt Pharmaceuticals Ireland Limited	1st Indication: \$10,000,000	Initiation of 1st Registration Trial of a C3 Licensed Product in the US, a Major European Market or Japan
Mallinckrodt Pharmaceuticals Ireland Limited	2nd Indication: \$6,000,000	
Mallinckrodt Pharmaceuticals Ireland Limited	3rd Indication: \$3,000,000	
Mallinckrodt Pharmaceuticals Ireland Limited	1st Indication: \$25,000,000	FDA Approval of a C3 Licensed Product
Mallinckrodt Pharmaceuticals Ireland Limited	2nd Indication: \$17,000,000	
Mallinckrodt Pharmaceuticals Ireland Limited	3rd Indication: \$8,000,000	
Mallinckrodt Pharmaceuticals Ireland Limited	1st Indication: \$16,000,000	EMA Approval of a C3 Licensed Product in a Major European Market
Mallinckrodt Pharmaceuticals Ireland Limited	2nd Indication: \$7,000,000	
Mallinckrodt Pharmaceuticals Ireland Limited	3rd Indication: \$4,000,000	
Mallinckrodt Pharmaceuticals Ireland Limited	1st Indication: \$4,000,000	PDMA Approval for a C3 Licensed Product in Japan
Mallinckrodt Pharmaceuticals Ireland Limited	2nd Indication: N/A	
Mallinckrodt Pharmaceuticals Ireland Limited	3rd Indication: N/A	
Mallinckrodt Pharmaceuticals Ireland Limited	\$37,500,000	Annual Net Sales equal or exceed \$250M <sup>4</sup>
Mallinckrodt Pharmaceuticals Ireland Limited	\$75,000,000	Annual Net Sales equal or exceed \$500M <sup>4</sup>
Mallinckrodt Pharmaceuticals Ireland Limited	\$150,000,000	Annual Net Sales equal or exceed \$1,000M <sup>4</sup>
Mallinckrodt Pharmaceuticals Ireland Limited	\$300,000,000	Annual Net Sales equal or exceed \$2,000M <sup>4</sup>

**Part B – Indebtedness Owed to Parent or Subsidiaries**

*Intercompany Instruments*

Borrower	Lender	Type	Current All-in rate	Currency	Current Balance
Sucampo Pharma Americas LLC	Sucampo Pharmaceuticals LLC	Promissory Note	4.80%	USD	126,000,000.00
ST US Holdings LLC	Mallinckrodt UK Limited	Promissory Note	6.21%	USD	79,890,000.00
Therakos, Inc.	Mallinckrodt UK Limited	Promissory Note	6.21%	USD	15,430,000.00
Sucampo Pharmaceuticals LLC	Sucampo Finance Inc.	Promissory Note	4.80%	USD	126,000,000.00
Mallinckrodt Pharmaceuticals Ireland Limited	Mallinckrodt Lux IP S.à r.l.	Promissory Note	10%	USD	2,500,000,000.00
Mallinckrodt Lux IP S.à r.l.	Mallinckrodt UK Finance LLP	Promissory Note	10%	USD	2,375,000,000.00

*Intercompany CMA Relationships*

Borrower	Lender	Type	Current All-in rate	CMA Currency	CMA Balance at 4/29/22 (Principal plus accrued interest) in USD	CMA movements since FY22 April month-end	Estimated emergence CMA balance in USD
Mallinckrodt Group Sarl Luxembourg	Mallinckrodt Holding GMBH USD	CM A	0.28%, 4.50%	USD, CHF	25,713,753.85		25,713,753.85
Mallinckrodt Windsor Ireland Finance unlimited Company	Mallinckrodt Group Sarl Luxembourg	CM A	4.50%	EUR	21,557.00		21,557.00
Mallinckrodt Pharmaceuticals Ireland Limited	Mallinckrodt Group Sarl Luxembourg	CM A	4.5%, 4.83%, 5.19%	EUR, USD, GBP	1,305,948.96		1,305,948.96
Mallinckrodt Windsor Sarl	Mallinckrodt Group Sarl Luxembourg	CM A	4.50%	EUR	77,583.02		77,583.02
MIFSA	Mallinckrodt Chemical Holdings UK LTD	CM A	0.28%	USD	6,586,058.55	32,000,000.00	38,586,058.55
MIFSA	Mallinckrodt Equinox LTD	CM A	0.28%	USD	16,734.76		16,734.76
MIFSA	Mallinckrodt Securitization S.à r.l.	CM A	0.28%	USD	1,396.54		1,396.54
MKG MEDICAL UK LTD	Mallinckrodt Group Sarl Luxembourg	CM A	5.19%	GBP	94,539.49		94,539.49
Mallinckrodt Enterprises UK Limited	Mallinckrodt Group Sarl Luxembourg	CM A	4.83%	USD	145,949.02		145,949.02
MUSHI UK Holdings Limited	Mallinckrodt Group Sarl Luxembourg	CM A	4.83%	USD	155,687.26		155,687.26

Mallinckrodt ARD Holdings Limited	Mallinckrodt Group Sarl Luxembourg	CM A	4.83%	USD	206,957.86		206,957.86
MIFSA	Mallinckrodt Group Sarl Luxembourg	CM A	0.28%	USD		167,000,000.00	167,000,000.00

***Other Intercompany Receivables/Payables as of 4/29/22***

1. See attached.

Company Name	Company Name Debtor/Creditor	Account Description	Currency	Actual Currency (as of 4/29/2)	USD Amt (as of 4/29/2)
SpecGX LLC	Mallinckrodt Veterinary Inc.	I/C A/R Mall Vet		959,041.10	959,041.10
SpecGX LLC	Mallinckrodt US Holdings LLC	I/C A/R Mail US Hldgs LLC		1,909,847.64	1,909,847.64
SpecGX LLC	Mallinckrodt Canada ULC	I/C A/R CANADA USD		(9,703.89)	(9,703.89)
SpecGX LLC	Mallinckrodt Canada ULC	I/C A/R-CANADA CAD	CAD	3,664,981.27	2,859,015.42
SpecGX LLC	Mallinckrodt Netherlands BV	I/C Rec - MNK Netherlands		(861,185.50)	(861,185.50)
SpecGX LLC	Mallinckrodt Chemical Ltd	I/C REC MCI/ MC UK		11,841,022.93	11,841,022.93
Mallinckrodt Enterprises LLC	Mallinckrodt Canada ULC	I/C PAY - Canada		(723.56)	(723.56)
Mallinckrodt APAP LLC	Mallinckrodt Netherlands BV	I/C Rec - MNK Netherlands		7,545,264.83	7,545,264.83
Mallinckrodt APAP LLC	Mallinckrodt Chemical Ltd	I/C REC Mall Chemical Limited		4,483,048.95	4,483,048.95
Mallinckrodt Veterinary Inc.	SpecGX LLC	I/C A/P Spec Gx LLC		(959,041.10)	(959,041.10)
Mallinckrodt US Holdings LLC	SpecGX LLC	I/C A/P Spec Gx LLC		(1,909,847.64)	(1,909,847.64)
Mallinckrodt Canada ULC	SpecGX LLC	I/C Trade A/P SpecGx LLC	CAD	(3,646,901.64)	(2,844,911.43)
Mallinckrodt Netherlands BV	Mallinckrodt Chemical Ltd	I/C Rec MCIUK		(1,374,300.36)	(1,374,300.36)
Mallinckrodt Netherlands BV	Mallinckrodt Chemical Ltd	I/C Rec - MCL (EUR)	EUR	259,287.92	273,730.26
Mallinckrodt Netherlands BV	SpecGX LLC	I/C PAY-MI (DE)		861,185.50	861,185.50
Mallinckrodt Netherlands BV	Mallinckrodt APAP LLC	I/C PAY-Mall APAP		(7,545,264.83)	(7,545,264.83)
Mallinckrodt Netherlands BV	Mallinckrodt Chemical Ltd	I/C PAY-MCIUK		(3,131,339.16)	(3,131,339.16)
Mallinckrodt Netherlands BV	Mallinckrodt Chemical Ltd	I/C PAY-MCL (GBP)	GBP	(17,573.18)	(22,045.55)
Mallinckrodt Netherlands BV	Mallinckrodt Chemical Ltd	I/C PAY MCIUK (Euro)	EUR	534,306.07	564,066.92
Mallinckrodt Chemical Ltd	Mallinckrodt Canada Cooperatie	I/C Rec - Mall Canada Cooperatie		789,315.10	789,315.10
Mallinckrodt Chemical Ltd	Mallinckrodt Netherlands BV	I/C Rec - MNK Netherlands	GBP	17,573.29	22,045.69
Mallinckrodt Chemical Ltd	Carnforth Limited	I/C Rec - Carnforth		43,000.00	43,000.00
Mallinckrodt Chemical Ltd	Mallinckrodt Netherlands BV	I/C Rec - MNBV (USD)		3,131,339.15	3,131,339.15
Mallinckrodt Chemical Ltd	Mallinckrodt Netherlands BV	I/C Rec - MNBV (EUR)	EUR	(534,306.07)	(564,066.92)
Mallinckrodt Chemical Ltd	SpecGX LLC	I/C Pay-MI (DE)(USD)		(11,841,022.98)	(11,841,022.98)
Mallinckrodt Chemical Ltd	Mallinckrodt APAP LLC	I/C AP-Mall APAP (USD)		(4,483,048.95)	(4,483,048.95)
Mallinckrodt Chemical Ltd	Mallinckrodt Netherlands BV	I/C Pay - MNK Netherlands(USD)		1,374,300.35	1,374,300.35
Mallinckrodt Chemical Ltd	Mallinckrodt Netherlands BV	I/C Pay - MNK Netherlands(EUR)	EUR	(259,287.92)	(273,730.26)

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
ST Shared Services LLC	147100	Intercompany Trade AR	Speqcx LLC	11,992,902.79	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Mallinckrodt LLC	65,575,364.34	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (Canada) Company	163,987.87	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Ikaria Canada Inc.	576,639.05	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (Belgium) SPRL	785.78	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (UK) Ltd	13,249.67	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (UK) Limited Sucursal en Espana	27.99	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (UK) Ltd Sweden Filial	5,132.72	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (France) SAS	1,885.11	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Mallinckrodt Group S.à.r.l., Schaffhausen	832.88	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	4,095.23	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Sucampo GMBH	-66.00	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	8,137.57	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Mallinckrodt PLC	54,972,878.63	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Ikaria Australia Pty Ltd	1,457.25	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Speqcx LLC	41,195.69	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Mallinckrodt LLC	5,074,233.12	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Therakos (Canada) Company	2,338.09	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Ikaria Canada Inc.	18,623.79	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Mallinckrodt Canada ULC	21,977.63	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Therakos UK LTD (Prywatna sp. Z o.o.)	264.78	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Mallinckrodt Chemical Limited	422.48	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Mallinckrodt Pharma K.K.	960.33	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Speqcx LLC	773,378.88	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Mallinckrodt LLC	-256,239.68	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Mallinckrodt Enterprises LLC	-180,925.63	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Ikaria Canada Inc.	-1,272,777.57	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Therakos (UK) Ltd	-25.72	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Mallinckrodt PLC	-1,174.58	USD
ST Shared Services LLC	227101	Intercompany Trade AP	Speqcx LLC	-106,317.81	USD
ST Shared Services LLC	227101	Intercompany Trade AP	Mallinckrodt Enterprises LLC	-9,614.62	USD
ST Shared Services LLC	227101	Intercompany Trade AP	Ikaria Canada Inc.	-22,072.09	USD
ST Shared Services LLC	227101	Intercompany Trade AP	Mallinckrodt Canada ULC	-19,265.10	USD
Camforth Limited	147600	Intercompany AR Other	Mallinckrodt US Holdings Inc.	-126,431.00	USD
Mallinckrodt ARD Inc.	147100	Intercompany Trade AR	ST Operations LLC	57,336,399.17	USD
Mallinckrodt ARD Inc.	147100	Intercompany Trade AR	Therakos (UK) Ltd	25.72	USD
Mallinckrodt ARD Inc.	227100	Intercompany Trade AP	ST Operations LLC	-113,720,000.00	USD
Therakos, Inc.	147100	Intercompany Trade AR	Therakos (Canada) Company	152,500.85	USD
Therakos, Inc.	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	1,642,918.88	USD
Therakos, Inc.	147100	Intercompany Trade AR	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	718.51	USD
Therakos, Inc.	147101	Intercompany Trade AR	Therakos (Canada) Company	81,127.85	USD
Therakos, Inc.	227100	Intercompany Trade AP	Mallinckrodt Manufacturing LLC	-23.20	USD
Therakos, Inc.	227100	Intercompany Trade AP	Therakos (Canada) Company	-150,403.29	USD
Therakos, Inc.	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-72,454,328.27	USD
Therakos, Inc.	227101	Intercompany Trade AP	Therakos (Canada) Company	106,462.40	USD
Therakos, Inc.	227101	Intercompany Trade AP	Mallinckrodt Canada ULC	-60.90	USD
MHP Finance, Inc.	157300	Intercompany Receivable Term Loan	Mallinckrodt IPMallinckrodt IP Unlimited Company	36.00	USD
Mallinckrodt Critical Care Finance Inc.	157300	Intercompany Receivable Term Loan	Mallinckrodt Pharma IP Trading D.A.C.	-0.03	USD
Mallinckrodt US Holdings Inc.	147100	Intercompany Trade AR	Camforth Limited	25,446.50	USD
Mallinckrodt US Holdings Inc.	147600	Intercompany AR Other	Camforth Limited	119,821.90	USD
MEH, Inc.	147100	Intercompany Trade AR	Speqcx LLC	5,149,458.37	USD
MEH, Inc.	147100	Intercompany Trade AR	Mallinckrodt LLC	3,354.82	USD
MEH, Inc.	147100	Intercompany Trade AR	Mallinckrodt Enterprises LLC	4,628,869.89	USD
MEH, Inc.	147101	Intercompany Trade AR	Speqcx LLC	2,505,673.79	USD
MEH, Inc.	147101	Intercompany Trade AR	Mallinckrodt LLC	428,348.23	USD
MEH, Inc.	147101	Intercompany Trade AR	Mallinckrodt Enterprises LLC	1,839,336.30	USD
MEH, Inc.	147700	Intercompany Short Term Loan Receivable	Mallinckrodt Pharmaceuticals Ireland Limited	5,683,333.34	USD
MEH, Inc.	227100	Intercompany Trade AP	Speqcx LLC	-10,350,328.00	USD
MEH, Inc.	227100	Intercompany Trade AP	Mallinckrodt LLC	-493,935.70	USD
MEH, Inc.	227100	Intercompany Trade AP	Mallinckrodt Enterprises LLC	-47.00	USD
MEH, Inc.	227100	Intercompany Trade AP	Mallinckrodt Medical Holdings (UK) Limited	-13,307,277.32	USD

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
MEH, Inc.	227101	Intercompany Trade AP	Mallinckrodt LLC	-339,961.43	USD
MEH, Inc.	227101	Intercompany Trade AP	Mallinckrodt Enterprises LLC	-0.30	USD
MEH, Inc.	227700	Intercompany Short Term Loan Payable	Mallinckrodt Critical Care Finance Inc.	-0.04	USD
Mallinckrodt Enterprises Holdings, Inc.	257300	Intercompany Payable Term Loan	Mallinckrodt Enterprises LLC	-0.01	USD
Mallinckrodt Enterprises Holdings, Inc.	257300	Intercompany Payable Term Loan	Mallinckrodt UK Finance LLP	-0.05	USD
Mallinckrodt US Pool LLC	227100	Intercompany Trade AP	Therakos (Canada) Company	-24.47	USD
INO Therapeutics LLC	147100	Intercompany Trade AR	Mallinckrodt Manufacturing LLC	6,320.72	USD
INO Therapeutics LLC	147100	Intercompany Trade AR	Therakos (Canada) Company	584,002.93	USD
INO Therapeutics LLC	147100	Intercompany Trade AR	Icaria Canada Inc.	867,914.59	USD
INO Therapeutics LLC	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	5,683,682.27	USD
INO Therapeutics LLC	147100	Intercompany Trade AR	Icaria Australia Pty Ltd	531,300.00	USD
INO Therapeutics LLC	147101	Intercompany Trade AR	Therakos (Canada) Company	84,619.02	USD
INO Therapeutics LLC	147101	Intercompany Trade AR	Icaria Canada Inc.	4,343,338.95	USD
INO Therapeutics LLC	147101	Intercompany Trade AR	Icaria Australia Pty Ltd	-17,035.03	USD
INO Therapeutics LLC	227100	Intercompany Trade AP	Mallinckrodt Manufacturing LLC	-160,775.31	USD
INO Therapeutics LLC	227100	Intercompany Trade AP	Therakos (Canada) Company	-1,087,278.11	USD
INO Therapeutics LLC	227100	Intercompany Trade AP	Icaria Canada Inc.	-4,667,379.13	USD
INO Therapeutics LLC	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-147,013,667.90	USD
INO Therapeutics LLC	227101	Intercompany Trade AP	Therakos (Canada) Company	-163,432.04	USD
INO Therapeutics LLC	227101	Intercompany Trade AP	Icaria Canada Inc.	-261,969.26	USD
INO Therapeutics LLC	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-0.47	USD
Mallinckrodt Manufacturing LLC	147100	Intercompany Trade AR	Therakos, Inc.	23.20	USD
Mallinckrodt Manufacturing LLC	147100	Intercompany Trade AR	INO Therapeutics LLC	160,775.31	USD
Mallinckrodt Manufacturing LLC	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	3,746,979.91	USD
Mallinckrodt Manufacturing LLC	227100	Intercompany Trade AP	INO Therapeutics LLC	-6,320.72	USD
Mallinckrodt Manufacturing LLC	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-30,728.24	USD
Infacare Pharmaceutical Corporation	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-5,750.00	USD
Sucampo Pharma Americas LLC	227100	Intercompany Trade AP	Sucampo Pharma, LLC	-3,232,847.82	USD
Sucampo Pharma Americas LLC	227101	Intercompany Trade AP	Sucampo Pharma, LLC	141,432.00	USD
Sucampo Pharma Americas LLC	227600	Intercompany AP Other	Sucampo International Holdings Ltd	-1.28	USD
ST US Pool LLC	227100	Intercompany Trade AP	Specox LLC	-5,961.00	USD
ST Operations LLC	147100	Intercompany Trade AR	Mallinckrodt ARD Inc.	113,720,000.00	USD
ST Operations LLC	227100	Intercompany Trade AP	Mallinckrodt ARD Inc.	-57,336,399.17	USD
ST Operations LLC	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-328,111,172.25	USD
Sucampo Holdings Inc.	147600	Intercompany AR Other	Sucampo Pharmaceuticals Inc.	100.00	USD
Sucampo Finance Inc.	147600	Intercompany AR Other	Sucampo GMBH	100.00	USD
Mallinckrodt Chemical Holdings (U.K.) Limited	147100	Intercompany Trade AR	Mallinckrodt Equinox Limited	32,536,171.42	USD
Mallinckrodt Chemical Holdings (U.K.) Limited	227100	Intercompany Trade AP	Mallinckrodt Equinox Limited	-413.33	USD
Mallinckrodt Chemical Holdings (U.K.) Limited	227101	Intercompany Trade AP	Mallinckrodt Equinox Limited	645.18	USD
Therakos (Canada) Company	147100	Intercompany Trade AR	Therakos, Inc.	198,069.19	CAD
Therakos (Canada) Company	147100	Intercompany Trade AR	Mallinckrodt US Pool LLC	31.50	CAD
Therakos (Canada) Company	147100	Intercompany Trade AR	INO Therapeutics LLC	1,408,374.64	CAD
Therakos (Canada) Company	147100	Intercompany Trade AR	Icaria Canada Inc.	168,368.00	CAD
Therakos (Canada) Company	147101	Intercompany Trade AR	Therakos, Inc.	0.00	CAD
Therakos (Canada) Company	147101	Intercompany Trade AR	Mallinckrodt US Pool LLC	0.00	CAD
Therakos (Canada) Company	147101	Intercompany Trade AR	INO Therapeutics LLC	215,473.43	CAD
Therakos (Canada) Company	147101	Intercompany Trade AR	Icaria Canada Inc.	3,010.87	CAD
Therakos (Canada) Company	227100	Intercompany Trade AP	ST Shared Services LLC	-211,903.48	CAD
Therakos (Canada) Company	227100	Intercompany Trade AP	Therakos, Inc.	-193,973.62	CAD
Therakos (Canada) Company	227100	Intercompany Trade AP	INO Therapeutics LLC	-793,820.65	CAD
Therakos (Canada) Company	227100	Intercompany Trade AP	Icaria Canada Inc.	-311,774.61	CAD
Therakos (Canada) Company	227101	Intercompany Trade AP	ST Shared Services LLC	0.00	CAD
Therakos (Canada) Company	227101	Intercompany Trade AP	Therakos, Inc.	-269,993.54	CAD
Therakos (Canada) Company	227101	Intercompany Trade AP	INO Therapeutics LLC	-81,832.51	CAD
Therakos (Canada) Company	227101	Intercompany Trade AP	Icaria Canada Inc.	-46,765.72	CAD
Therakos (Canada) Company	227101	Intercompany Trade AP	Mallinckrodt Canada ULC	-10,165.87	CAD
Icaria Canada Inc.	147100	Intercompany Trade AR	ST Shared Services LLC	1,664,866.77	CAD
Icaria Canada Inc.	147100	Intercompany Trade AR	INO Therapeutics LLC	1,631,660.85	CAD
Icaria Canada Inc.	147100	Intercompany Trade AR	Therakos (Canada) Company	312,280.32	CAD
Icaria Canada Inc.	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-349.06	CAD
Icaria Canada Inc.	147101	Intercompany Trade AR	ST Shared Services LLC	109.49	CAD

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Icaria Canada Inc.	147101	Intercompany Trade AR	INO Therapeutics LLC	4,703,507.55	CAD
Icaria Canada Inc.	147101	Intercompany Trade AR	Therakos (Canada) Company	66,765.72	CAD
Icaria Canada Inc.	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	CAD
Icaria Canada Inc.	227100	Intercompany Trade AP	ST Shared Services LLC	-752,224.73	CAD
Icaria Canada Inc.	227100	Intercompany Trade AP	Stratatech Corporation	19.21	CAD
Icaria Canada Inc.	227100	Intercompany Trade AP	INO Therapeutics LLC	-1,142,077.18	CAD
Icaria Canada Inc.	227100	Intercompany Trade AP	Therakos (Canada) Company	-166,368.00	CAD
Icaria Canada Inc.	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	31,041.34	CAD
Icaria Canada Inc.	227101	Intercompany Trade AP	ST Shared Services LLC	-12,356.98	CAD
Icaria Canada Inc.	227101	Intercompany Trade AP	Stratatech Corporation	0.00	CAD
Icaria Canada Inc.	227101	Intercompany Trade AP	INO Therapeutics LLC	-5,566,311.20	CAD
Icaria Canada Inc.	227101	Intercompany Trade AP	Therakos (Canada) Company	-3,010.87	CAD
Icaria Canada Inc.	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	CAD
BioVectra Inc.	227101	Intercompany Trade AP	ST Shared Services LLC	0.00	CAD
BioVectra Inc.	227101	Intercompany Trade AP	Mallinckrodt ARD Inc.	0.00	CAD
ProFibrix B.V.	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-353,601.00	EUR
ProFibrix B.V.	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	353,601.00	EUR
ProFibrix B.V.	227100	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	0.00	EUR
ProFibrix B.V.	227101	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	0.00	EUR
Therakos (Italia) S.r.l.	147100	Intercompany Trade AR	Therakos (UK), Ltd	382,894.33	EUR
Therakos (Italia) S.r.l.	147100	Intercompany Trade AR	Therakos (UK), Limited, Sucursal en Espana	0.00	EUR
Therakos (Italia) S.r.l.	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos (Italia) S.r.l.	147101	Intercompany Trade AR	Therakos (UK), Limited, Sucursal en Espana	0.00	EUR
Therakos (Belgium) SPRL	147100	Intercompany Trade AR	Therakos (UK), Ltd	56,419.75	EUR
Therakos (Belgium) SPRL	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos (Belgium) SPRL	227100	Intercompany Trade AP	ST Shared Services LLC	-698.35	EUR
Therakos (Belgium) SPRL	227101	Intercompany Trade AP	ST Shared Services LLC	-45.97	EUR
Therakos Germany GmbH	147100	Intercompany Trade AR	Therakos (UK), Ltd	2,224,660.54	EUR
Therakos Germany GmbH	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	18.14	EUR
Therakos Germany GmbH	147100	Intercompany Trade AR	Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	0.00	EUR
Therakos Germany GmbH	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos Germany GmbH	147101	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	-0.02	EUR
Therakos Germany GmbH	147101	Intercompany Trade AR	Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	0.00	EUR
Therakos Germany GmbH	147600	Intercompany AR Other	Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	0.03	EUR
Therakos Germany GmbH	227100	Intercompany Trade AP	Therakos (UK), Ltd	-706,008.27	EUR
Therakos Germany GmbH	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-6,272.96	EUR
Therakos Germany GmbH	227101	Intercompany Trade AP	Therakos (UK), Ltd	-8,505.97	EUR
Therakos Germany GmbH	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-357.71	EUR
Therakos (UK), Ltd	147100	Intercompany Trade AR	Mallinckrodt Chemical Holdings (U.K.) Limited	0.00	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Therakos Germany GmbH	622,191.87	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Therakos (UK), Limited, Sucursal en Espana	5,551.99	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Therakos (UK), Ltd Sweden Fillal	107,446.83	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Therakos (France) SAS	-0.37	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Therakos Europe Limited	332,330.92	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	0.00	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Mallinckrodt Chemical Holdings (U.K.) Limited	0.00	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos Germany GmbH	-20,653.88	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos (UK), Limited, Sucursal en Espana	-304.25	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos (UK), Ltd Sweden Fillal	13,744.83	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos (France) SAS	0.37	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos UK LTD (Prywatna sp. Z o.o.)	95,474.80	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos Europe Limited	-9,353.40	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	0.00	GBP
Therakos (UK), Ltd	147111	Intercompany Trade AR UK	Therakos (France) SAS	0.00	GBP
Therakos (UK), Ltd	147600	Intercompany AR Other	Therakos Germany GmbH	0.00	GBP
Therakos (UK), Ltd	147600	Intercompany AR Other	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	-0.02	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	ST Shared Services LLC	-10,087.30	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (Italia) S.r.l.	-322,175.40	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (Belgium) SPRL	-47,976.80	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos Germany GmbH	-1,880,929.96	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (UK), Limited, Sucursal en Espana	-88,567.07	GBP

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (UK), Ltd Sweden Filial	-338,183.47	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (UK), Limited Dutch Branch	-77,170.83	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (France) SAS	-682,523.67	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos Europe Limited	-332,487.74	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-523,028.89	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Mallinckrodt PLC	-721,790.77	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	14,784,776.16	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	ST Shared Services LLC	-473.62	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	ST Shared Services LLC	0.10	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos, Inc.	0.03	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (Italia) S.r.l.	-41.86	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (Belgium) SPRL	497.86	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos Germany GmbH	8,810.29	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (UK), Limited, Sucursal en Espana	843.99	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (UK), Ltd Sweden Filial	4,592.67	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (UK), Limited Dutch Branch	735.39	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (France) SAS	6,030.62	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos UK LTD (Prywatna sp. Z o.o.)	-150,932.11	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos Europe Limited	7,679.64	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-24,556.38	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Mallinckrodt PLC	-33,888.79	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	-110.99	GBP
Therakos (UK), Limited, Sucursal en Espana	147100	Intercompany Trade AR	Therakos (UK), Ltd	104,242.31	EUR
Therakos (UK), Limited, Sucursal en Espana	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos (UK), Limited, Sucursal en Espana	227100	Intercompany Trade AP	Therakos (UK), Ltd	-6,235.95	EUR
Therakos (UK), Limited, Sucursal en Espana	227101	Intercompany Trade AP	Therakos (UK), Ltd	0.00	EUR
Therakos (UK), Ltd Sweden Filial	147100	Intercompany Trade AR	Therakos (UK), Ltd	2,616,148.59	SEK
Therakos (UK), Ltd Sweden Filial	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	SEK
Therakos (UK), Ltd Sweden Filial	227100	Intercompany Trade AP	ST Shared Services LLC	-45,157.69	SEK
Therakos (UK), Ltd Sweden Filial	227101	Intercompany Trade AP	Mallinckrodt PLC	-33.49	SEK
Therakos (UK), Ltd Sweden Filial	227101	Intercompany Trade AP	ST Shared Services LLC	-5,237.21	SEK
Therakos (UK), Ltd Sweden Filial	227101	Intercompany Trade AP	Mallinckrodt PLC	-5.88	SEK
Therakos (UK), Limited Dutch Branch	147100	Intercompany Trade AR	Therakos (UK), Ltd	90,829.08	EUR
Therakos (UK), Limited Dutch Branch	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos (France) SAS	147100	Intercompany Trade AR	Mallinckrodt US Pool LLC	0.00	EUR
Therakos (France) SAS	147100	Intercompany Trade AR	Therakos (UK), Ltd	803,884.19	EUR
Therakos (France) SAS	147101	Intercompany Trade AR	Mallinckrodt US Pool LLC	0.00	EUR
Therakos (France) SAS	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos (France) SAS	147101	Intercompany Trade AR	Therakos UK LTD (Prywatna sp. Z o.o.)	35,091.04	EUR
Therakos (France) SAS	147101	Intercompany Trade AR	Mallinckrodt Netherlands B.V.	4,452.17	EUR
Therakos (France) SAS	227100	Intercompany Trade AP	ST Shared Services LLC	-1,695.24	EUR
Therakos (France) SAS	227101	Intercompany Trade AP	ST Shared Services LLC	-90.41	EUR
Therakos UK LTD (Prywatna sp. Z o.o.)	147100	Intercompany Trade AR	Therakos (UK), Ltd	1,580,325.02	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	147101	Intercompany Trade AR	Therakos (UK), Ltd	-735,829.54	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	227100	Intercompany Trade AP	ST Shared Services LLC	-993.43	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	227100	Intercompany Trade AP	Therakos (UK), Ltd	-3,071.42	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	227101	Intercompany Trade AP	ST Shared Services LLC	-187.52	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	227101	Intercompany Trade AP	Therakos (UK), Ltd	-531,129.28	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	227101	Intercompany Trade AP	Therakos (France) SAS	-165,227.29	PLN
Therakos Europe Limited	147100	Intercompany Trade AR	Therakos (UK), Ltd	385,973.06	EUR
Therakos Europe Limited	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos Europe Limited	227100	Intercompany Trade AP	Therakos (UK), Ltd	-383,256.79	EUR
Therakos Europe Limited	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-343.64	EUR
Therakos Europe Limited	227101	Intercompany Trade AP	Therakos (UK), Ltd	-540.98	EUR
Therakos Europe Limited	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Mallinckrodt International Finance SA	147600	Intercompany AR Other	Mallinckrodt LLC	4,722,976.05	USD
Mallinckrodt International Finance SA	227100	Intercompany Trade AP	Mallinckrodt Group S.a.r.l.	-17,999.37	USD
Mallinckrodt International Finance SA	227600	Intercompany AP Other	Specix LLC	-8,000,980.67	USD
Mallinckrodt Group S.a.r.l.	147100	Intercompany Trade AR	Mallinckrodt International Finance SA	17,999.37	USD
Mallinckrodt Group S.a.r.l.	147100	Intercompany Trade AR	Mallinckrodt Lux IP S.a.r.l.	12,817.74	USD
Mallinckrodt Group S.a.r.l.	147100	Intercompany Trade AR	Mallinckrodt Quincy S.a.r.l.	2,727.19	USD

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Mallinckrodt Group S.à.r.l.	147100	Intercompany Trade AR	Mallinckrodt Windsor Sari	2,727.19	USD
Mallinckrodt Group S.à.r.l.	147100	Intercompany Trade AR	Mallinckrodt International Holdings S.a.r.l.	2,727.19	USD
Mallinckrodt IPMallinckrodt IP Unlimited Company	147100	Intercompany Trade AR	ST Shared Services LLC	0.07	USD
Mallinckrodt IPMallinckrodt IP Unlimited Company	147100	Intercompany Trade AR	ST Shared Services LLC	-3.26	USD
Mallinckrodt Canada Cooperatie U.A.	227100	Intercompany Trade AR	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	30,000.00	USD
Mallinckrodt Canada Cooperatie U.A.	227101	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	-127,521.82	USD
Mallinckrodt Canada Cooperatie U.A.	227101	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	12,161.80	USD
Mallinckrodt Canada Cooperatie U.A.	227101	Intercompany Trade AP	Mallinckrodt Chemical Limited	-789,315.10	USD
Mallinckrodt Securitization Sari	147600	Intercompany AR Other	Mallinckrodt LLC	11,144,776.43	USD
Mallinckrodt Petten Holdings B.V.	227700	Intercompany Short Term Loan Payable	Mallinckrodt US Pool LLC	-0.01	USD
Mallinckrodt Lux IP S.a.r.l.	147700	Intercompany Short Term Loan Receivable	Mallinckrodt Pharmaceuticals Ireland Limited	2,841,666,666.65	USD
Mallinckrodt Lux IP S.a.r.l.	227100	Intercompany Trade AP	Mallinckrodt Group S.à.r.l.	-12,817.74	USD
Mallinckrodt Lux IP S.a.r.l.	227700	Intercompany Short Term Loan Payable	Mallinckrodt UK Finance LLP	-2,699,583,333.32	USD
Mallinckrodt Quincy S.a.r.l.	227100	Intercompany Trade AP	Mallinckrodt Group S.à.r.l.	-2,727.19	USD
Mallinckrodt Windsor Sari	227100	Intercompany Trade AP	Mallinckrodt Group S.à.r.l.	-2,727.19	USD
Sucampo International Holdings Ltd	147600	Intercompany AR Other	Sucampo Pharma Americas LLC	1.26	USD
Sucampo International Holdings Ltd	227100	Intercompany Trade AP	Mallinckrodt Equinox Limited	-15,555.53	USD
Sucampo International Holdings Ltd	227101	Intercompany Trade AP	Mallinckrodt Equinox Limited	224.63	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Therakos, Inc.	72,454,328.27	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt US Pool LLC	604.76	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	INO Therapeutics LLC	147,013,667.90	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Manufacturing LLC	30,607.57	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	ST Operations LLC	328,111,171.97	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Ikaris Canada Inc.	-14,500.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Therakos Germany GmbH	7,000.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Therakos (UK), Ltd	686,946.18	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Therakos Europe Limited	416.01	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Sonorant Therapeutics PLC	0.01	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Montjeu Limited	22,328,601.66	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	3,500.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	5,000.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	2,863,322.95	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Ikaris Australia Pty Ltd	3,500.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt US Pool LLC	-604.76	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Therakos (UK), Ltd	-0.42	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Therakos Europe Limited	-53.23	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Group S.à.r.l., Schaffhausen	0.25	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Montjeu Limited	-1,984,465.37	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	0.37	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	MKG Medical UK Ltd	-0.03	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	ST Shared Services LLC	-4,095.23	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	ST Shared Services LLC	-200.26	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Therakos, Inc.	-1,642,918.86	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	INO Therapeutics LLC	-5,684,926.17	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Mallinckrodt Manufacturing LLC	-3,746,979.91	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	InfCare Pharmaceutical Corporation	5,750.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Mallinckrodt Finance Management Ireland Limited	-5,788.74	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Mallinckrodt PLC	-50,662,246.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	-78,901.44	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	ST Shared Services LLC	200.26	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	Mallinckrodt Finance Management Ireland Limited	3,006.75	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	11,449.33	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227600	Intercompany AP Other	Mallinckrodt Lux IP S.a.r.l.	-0.50	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227600	Intercompany AP Other	Mallinckrodt Medical Holdings (UK) Limited	0.02	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227700	Intercompany Short Term Loan Payable	MEH, Inc.	-5,683,333.34	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227700	Intercompany Short Term Loan Payable	Mallinckrodt Lux IP S.a.r.l.	-2,841,666,666.65	USD
Sucampo GMBH	147100	Intercompany Trade AR	ST Shared Services LLC	66.00	USD
Sucampo GMBH	227600	Intercompany AP Other	Sucampo Finance Inc.	-100.00	USD
Montjeu Limited	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	218.27	EUR
Montjeu Limited	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	96.60	EUR
Montjeu Limited	147100	Intercompany Trade AR	Mallinckrodt Finance Management Ireland Limited	0.00	EUR

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Montjeu Limited	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	0.00	EUR
Montjeu Limited	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Montjeu Limited	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	0.00	EUR
Montjeu Limited	147101	Intercompany Trade AR	Mallinckrodt Finance Management Ireland Limited	0.00	EUR
Montjeu Limited	147101	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	0.00	EUR
Montjeu Limited	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-19,241,835.29	EUR
Montjeu Limited	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Mallinckrodt BuckinghamMallinckrodt Buckingham Unlimited Company	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	958.33	USD
Mallinckrodt BuckinghamMallinckrodt Buckingham Unlimited Company	227100	Intercompany Trade AP	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	-4,784.00	USD
Mallinckrodt BuckinghamMallinckrodt Buckingham Unlimited Company	227101	Intercompany Trade AP	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	4,784.10	USD
Mallinckrodt Pharma IP Trading D.A.C.	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-1,107.03	USD
Mallinckrodt Pharma IP Trading D.A.C.	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	1,107.02	USD
Mallinckrodt Pharma IP Trading D.A.C.	227100	Intercompany Trade AP	Mallinckrodt ARD IP Limited	-2.63	USD
Mallinckrodt Pharma IP Trading D.A.C.	227100	Intercompany Trade AP	Mallinckrodt Hospital Products IP Limited	-2.63	USD
Mallinckrodt Pharma IP Trading D.A.C.	227100	Intercompany Trade AP	Mallinckrodt PLC	-310,544.96	USD
Mallinckrodt Pharma IP Trading D.A.C.	227101	Intercompany Trade AP	Mallinckrodt ARD IP Limited	2.63	USD
Mallinckrodt Pharma IP Trading D.A.C.	227101	Intercompany Trade AP	Mallinckrodt Hospital Products IP Limited	2.63	USD
Mallinckrodt Pharma IP Trading D.A.C.	227101	Intercompany Trade AP	Mallinckrodt PLC	21,671.66	USD
Mallinckrodt ARD IP Limited	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	2.63	USD
Mallinckrodt ARD IP Limited	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	-2.63	USD
Mallinckrodt Hospital Products IP Limited	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	2.63	USD
Mallinckrodt Hospital Products IP Limited	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	-2.63	USD
Mallinckrodt Finance Management Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	5,788.74	USD
Mallinckrodt Finance Management Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	604.10	USD
Mallinckrodt Finance Management Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt PLC	22,577.00	USD
Mallinckrodt Finance Management Ireland Limited	147101	Intercompany Trade AR	Speqrx LLC	161,752.09	USD
Mallinckrodt Finance Management Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-3,006.75	USD
Mallinckrodt Finance Management Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	-604.10	USD
Mallinckrodt Finance Management Ireland Limited	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	58.50	USD
Mallinckrodt Finance Management Ireland Limited	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-58.50	USD
Mallinckrodt International Holdings S.a.r.l.	227100	Intercompany Trade AP	Mallinckrodt Group S.a.r.l.	-2,727.19	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147100	Intercompany Trade AR	Therakos (UK) Ltd	20,283.12	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147100	Intercompany Trade AR	Mallinckrodt PLC	-108,578.00	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147100	Intercompany Trade AR	Mallinckrodt UK Ltd	264.12	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147101	Intercompany Trade AR	Therakos (UK) Ltd	-20,283.12	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147101	Intercompany Trade AR	Mallinckrodt UK Ltd	-264.12	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147600	Intercompany AR Other	Mallinckrodt Chemical Limited	3,535.65	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	227100	Intercompany Trade AP	ST Shared Services LLC	-8,064.50	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	227100	Intercompany Trade AP	Sonorant Therapeutics PLC	-35.51	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	227101	Intercompany Trade AP	ST Shared Services LLC	0.05	USD
Acthar IPActhar IP Unlimited Company	227700	Intercompany Short Term Loan Payable	ST Shared Services LLC	0.36	USD
Acthar IPActhar IP Unlimited Company	227700	Intercompany Short Term Loan Payable	Mallinckrodt ARD Finance	-0.36	USD
Acthar IPActhar IP Unlimited Company	257300	Intercompany Payable Term Loan	ST Shared Services LLC	-0.36	USD
Acthar IPActhar IP Unlimited Company	257300	Intercompany Payable Term Loan	Mallinckrodt ARD Finance	0.36	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	ST Shared Services LLC	1,145.10	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Therakos Germany GmbH	36.00	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Therakos (UK) Ltd	948,000.00	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Therakos (UK) Ltd Sweden Filial	4.01	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	50,662,330.09	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	310,708.37	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	108,613.51	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	14.00	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Mallinckrodt Pharma K.K.	193.39	USD
Mallinckrodt PLC	147101	Intercompany Trade AR	Mallinckrodt LLC	24,000,000.00	USD
Mallinckrodt PLC	147101	Intercompany Trade AR	Mallinckrodt Enterprises LLC	1,277.45	USD
Mallinckrodt PLC	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-537.77	USD
Mallinckrodt PLC	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	-22,432.91	USD
Mallinckrodt PLC	147101	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	537.77	USD
Mallinckrodt PLC	227100	Intercompany Trade AP	ST Shared Services LLC	-54,972,238.66	USD
Mallinckrodt PLC	227100	Intercompany Trade AP	Mallinckrodt Finance Management Ireland Limited	-22,577.00	USD
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	ProFibrix B.V.	-50.00	EUR

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Therakos (UK), Ltd	-17,216,822.43	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Canada Cooperative U.A.	109,273.48	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	63,893.30	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	ProFibrx B.V.	50.06	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Therakos (UK), Ltd	-351,959.90	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Canada Cooperative U.A.	0.00	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Therakos, Inc.	-643.88	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-2,565,931.50	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	Therakos, Inc.	-36.72	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	Mallinckrodt Canada Cooperative U.A.	-28,417.16	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-146,129.11	EUR
Mallinckrodt UK Finance LLP	147700	Intercompany Short Term Loan Receivable	Mallinckrodt Lux IP S.a.r.l.	2,699,583,333.32	USD
Mallinckrodt Equinox Limited	147100	Intercompany Trade AR	Mallinckrodt Chemical Holdings (U.K.) Limited	474.62	USD
Mallinckrodt Equinox Limited	147100	Intercompany Trade AR	Sucampo International Holdings Ltd	15,555.55	USD
Mallinckrodt Equinox Limited	147101	Intercompany Trade AR	Mallinckrodt Chemical Holdings (U.K.) Limited	-348.28	USD
Mallinckrodt Equinox Limited	147101	Intercompany Trade AR	Sucampo International Holdings Ltd	-142.45	USD
Mallinckrodt Equinox Limited	227100	Intercompany Trade AP	Mallinckrodt Chemical Holdings (U.K.) Limited	-32,536,171.42	USD
Mallinckrodt Medical Holdings (UK) Limited	147100	Intercompany Trade AR	MEH, Inc.	13,307,277.32	USD
Mallinckrodt UK Ltd	227100	Intercompany Trade AP	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	-264.12	USD
Mallinckrodt UK Ltd	227101	Intercompany Trade AP	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	736.97	USD
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	227100	Intercompany Trade AP	ST Shared Services LLC	45.82	EUR
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	227100	Intercompany Trade AP	Therakos Germany GmbH	0.00	EUR
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	227101	Intercompany Trade AP	ST Shared Services LLC	-45.82	EUR
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	227101	Intercompany Trade AP	Therakos Germany GmbH	0.00	EUR
Sucampo Pharma, LLC	147101	Intercompany Trade AR	ST Shared Services LLC	-193.74	USD
Sucampo Pharma, LLC	147101	Intercompany Trade AR	Sucampo Pharma Americas LLC	3,091,415.82	USD
Sucampo Pharma, LLC	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	193.74	USD
Ikania Australia Pty Ltd	227100	Intercompany Trade AP	ST Shared Services LLC	5,640.32	AUD
Ikania Australia Pty Ltd	227100	Intercompany Trade AP	INO Therapeutics LLC	-800,953.04	AUD
Ikania Australia Pty Ltd	227101	Intercompany Trade AP	ST Shared Services LLC	-5,909.22	AUD
Ikania Australia Pty Ltd	227101	Intercompany Trade AP	INO Therapeutics LLC	57,719.34	AUD
Ikania Australia Pty Ltd	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-2,078.59	AUD
Mallinckrodt Pharma K.K.	147100	Intercompany Trade AR	ST Shared Services LLC	-1,789.37	JPY
Mallinckrodt Pharma K.K.	147100	Intercompany Trade AR	INO Therapeutics LLC	-198,949,088	JPY
Mallinckrodt Pharma K.K.	147100	Intercompany Trade AR	Ocera Therapeutics Inc.	0	JPY
Mallinckrodt Pharma K.K.	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0	JPY
Mallinckrodt Pharma K.K.	147101	Intercompany Trade AR	ST Shared Services LLC	-440,000	JPY
Mallinckrodt Pharma K.K.	147101	Intercompany Trade AR	INO Therapeutics LLC	16,181,070	JPY
Mallinckrodt Pharma K.K.	147101	Intercompany Trade AR	Ocera Therapeutics Inc.	0	JPY
Mallinckrodt Pharma K.K.	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0	JPY
Mallinckrodt Pharma K.K.	227100	Intercompany Trade AP	ST Shared Services LLC	0	JPY
Mallinckrodt Pharma K.K.	227100	Intercompany Trade AP	INO Therapeutics LLC	390,492,247	JPY
Mallinckrodt Pharma K.K.	227101	Intercompany Trade AP	ST Shared Services LLC	0	JPY
Mallinckrodt Pharma K.K.	227101	Intercompany Trade AP	INO Therapeutics LLC	-205,494,859	JPY
Mallinckrodt Elimination	147101	Intercompany Trade AR	Mallinckrodt Foreign Elimination entity	-1,075,131,625.98	USD
Mallinckrodt Elimination entity	147600	Intercompany AR Other	Mallinckrodt Foreign Elimination entity	-33,979,610.18	USD
Mallinckrodt Elimination entity	147700	Intercompany Short Term Loan Receivable	MEH, Inc.	548,013,814.72	USD
Mallinckrodt Elimination entity	147700	Intercompany Short Term Loan Receivable	Sucampo Pharmaceuticals Inc.	126,944,482.19	USD
Mallinckrodt Elimination entity	147700	Intercompany Short Term Loan Receivable	Sucampo Pharma Americas LLC	126,944,482.19	USD
Mallinckrodt Domestic Elimination entity	147700	Intercompany Short Term Loan Receivable	Mallinckrodt Foreign Elimination entity	-6,348,836,112.41	USD
Mallinckrodt Domestic Elimination entity	157300	Intercompany Receivable Term Loan	Mallinckrodt Enterprises Holdings, Inc.	1,815,958,553.03	USD
Mallinckrodt Domestic Elimination entity	157300	Intercompany Receivable Term Loan	Mallinckrodt Foreign Elimination entity	-1,815,958,553.03	USD
Mallinckrodt Domestic Elimination entity	227101	Intercompany Trade AP	Mallinckrodt Foreign Elimination entity	1,074,875,098.02	USD
Mallinckrodt Domestic Elimination entity	227600	Intercompany AP Other	Mallinckrodt Foreign Elimination entity	24,036,148.12	USD
Mallinckrodt Elimination entity	227700	Intercompany Short Term Loan Payable	MHP Finance, Inc.	1,084,769.49	USD
Mallinckrodt Elimination entity	227700	Intercompany Short Term Loan Payable	Mallinckrodt Critical Care Finance Inc.	1,366,686.92	USD
Mallinckrodt Domestic Elimination entity	227700	Intercompany Short Term Loan Payable	Sucampo Pharmaceuticals Inc.	265,117.81	USD

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Mallinckrodt Elimination entity	227700	Intercompany Short Term Loan Payable	Sucampo Finance Inc.	265,117.81	USD
Mallinckrodt Domestic Elimination entity	227700	Intercompany Short Term Loan Payable	Mallinckrodt Foreign Elimination entity	5,543,951,641.33	USD
Mallinckrodt Domestic Elimination entity	257300	Intercompany Payable Term Loan	Mallinckrodt Enterprises LLC	5,624,726.22	USD
Mallinckrodt Domestic Elimination entity	257300	Intercompany Payable Term Loan	Mallinckrodt Foreign Elimination entity	-5,624,726.16	USD

**Schedule 6.02(a)<sup>2</sup>**

Liens

1. An arrangement under Chapter 100 of the Missouri Revised Statutes that results in personal property tax abatement for a number of years in respect of personal property (equipment) currently owned by St. Louis County and leased back to SpecGx LLC and located in the Webster Groves facility leased by SpecGx LLC.
2. Liens on cash collateral securing the Deutsche Bank letters of credit and bank guarantees and performance bond and indemnification obligations listed on Schedule 6.01.

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<sup>2</sup> No reference to, or disclosure of, any item in this Schedule shall be construed as an admission or indication that such item is required to be referred to or disclosed in accordance with the Agreement. Matters disclosed in this Schedule are not necessarily limited to matters required or permitted to be disclosed by the Agreement. Such additional matters are disclosed for informational purposes only and do not necessarily include other matters of a similar nature or impose any duty or obligation to disclose any information beyond what is required by the Agreement, and disclosure of such additional matters shall not affect, directly or indirectly, the interpretation of the Agreement or the scope of the disclosure obligations thereunder.

Schedule 6.04<sup>3</sup>Investments**Part A – Investments by Parent, Borrower or Subsidiary in Equity Interests of Subsidiary**

Subsidiary Name	Jurisdiction	Recorded Owner	Number (Percentage) of Equity Interest Owned
Acthar IP Unlimited Company	Ireland	Mallinckrodt Pharma IP Trading Unlimited Company	218 (100%)
Cache Holdings Limited	Bermuda	Mallinckrodt Holdings GmbH	100 (100%)
Carnforth Limited	Bermuda	ST US Holdings LLC	240 (100%)
Dritte CORSA Verwaltungsgesellschaft GmbH	Germany	ST US Holdings LLC	4 (100%)
Ikaria Australia Pty Ltd	Australia	Mallinckrodt Hospital Products Inc.	1,683,022 (100%)
Ikaria Canada Inc.	Canada	Mallinckrodt Hospital Products Inc.	100 (100%)
IMC Exploration Company	Maryland	ST US Holdings LLC	13 (100%)
Infacare Pharmaceutical Corporation	Delaware	Therakos, Inc.	1,000 (100%)
INO Therapeutics LLC	Delaware	Therakos, Inc.	100%
Ludlow LLC	Massachusetts	MNK 2011 LLC	100%
MAK LLC	Delaware	MEH, Inc.	1,000 (100%)
Mallinckrodt APAP LLC	Delaware	SpecGx LLC	100%
Mallinckrodt ARD Finance LLC	Delaware	Mallinckrodt Enterprises Holdings, Inc.	100%
Mallinckrodt ARD Holdings Inc.	Delaware	Therakos, Inc.	200 (100%)
Mallinckrodt ARD Holdings Limited	United Kingdom	Mallinckrodt International Finance S.A.	21,710,272 (100%)
Mallinckrodt ARD IP Unlimited Company	Ireland	Acthar IP Unlimited Company	104 (100%)
Mallinckrodt ARD LLC	California	Mallinckrodt ARD Holdings Inc.	100%
Mallinckrodt Brand Pharmaceuticals LLC	Delaware	ST US Holdings LLC	100%
Mallinckrodt Buckingham Unlimited Company	Ireland	Mallinckrodt Pharmaceuticals Limited	87,301 (100%)
Mallinckrodt Canada Cooperatie U.A.	Netherlands	Mallinckrodt Group S.à r.l.	99.9%
		Mallinckrodt International Finance S.A.	0.1%
Mallinckrodt Canada ULC	British Columbia	Mallinckrodt Canada Cooperatie U.A.	1,000 (100%)
Mallinckrodt CB LLC	Delaware	Mallinckrodt International Finance S.A.	100%
Mallinckrodt Chemical Holdings (U.K.) Limited	United Kingdom	Mallinckrodt Equinox Limited	53,122,022 (100%)

<sup>3</sup> No reference to, or disclosure of, any item in this Schedule shall be construed as an admission or indication that such item is required to be referred to or disclosed in accordance with the Agreement. Matters disclosed in this Schedule are not necessarily limited to matters required or permitted to be disclosed by the Agreement. Such additional matters are disclosed for informational purposes only and do not necessarily include other matters of a similar nature or impose any duty or obligation to disclose any information beyond what is required by the Agreement, and disclosure of such additional matters shall not affect, directly or indirectly, the interpretation of the Agreement or the scope of the disclosure obligations thereunder.

Subsidiary Name	Jurisdiction	Recorded Owner	Number (Percentage) of Equity Interest Owned
Mallinckrodt Chemical Limited	United Kingdom	Mallinckrodt Canada Cooperatie U.A.	11,934,134 (100%)
Mallinckrodt Critical Care Finance LLC	Delaware	Mallinckrodt ARD Holdings Inc.	100%
Mallinckrodt Enterprises Holdings, Inc.	California	Petten Holdings Inc.	100 (50%)
		MEH, Inc.	100 (50%)
		WebsterGx Holdco LLC	9.86 Common Interests (0.99%)
Mallinckrodt Enterprises LLC	Delaware	Mallinckrodt ARD Finance LLC	990.14 Common Interests (99.01%) 498.75 Preferred Interests (100%)
		MUSHI UK Holdings Limited	21,690,271 (100%)
Mallinckrodt Enterprises UK Limited	United Kingdom	MUSHI UK Holdings Limited	21,690,271 (100%)
Mallinckrodt Equinox Finance LLC	Delaware	Petten Holdings Inc.	1,000 (100%)
Mallinckrodt Equinox Limited	United Kingdom	Petten Holdings Inc.	1 (100%)
Mallinckrodt Finance Management Ireland Limited	Ireland	Mallinckrodt Pharmaceuticals Ireland Limited	300 (100%)
Mallinckrodt Group S.à r.l.	Luxembourg	Mallinckrodt International Finance S.A.	350,008 (100%)
Mallinckrodt Holdings GmbH	Switzerland	Mallinckrodt International Finance S.A.	100%
Mallinckrodt Hospital Products Inc.	Delaware	MCCH LLC	100%
Mallinckrodt Hospital Products IP Unlimited Company	Ireland	Mallinckrodt IP Unlimited Company	106 (100%)
Mallinckrodt International Finance S.A.	Luxembourg	Mallinckrodt plc	900,000 (100%)
Mallinckrodt International Holdings S.à r.l.	Luxembourg	Mallinckrodt International Finance S.A.	20,000 (100%)
Mallinckrodt IP Unlimited Company	Ireland	Mallinckrodt Pharma IP Trading Unlimited Company	215 (100%)
Mallinckrodt LLC	Delaware	Mallinckrodt Enterprises LLC	100%
Mallinckrodt Lux IP S.à r.l.	Luxembourg	Mallinckrodt International Finance S.A.	200 (100%)
Mallinckrodt Manufacturing LLC	Delaware	Mallinckrodt Hospital Products Inc.	100%
Mallinckrodt Medical Holdings (UK) Limited	United Kingdom	ST US Holdings LLC	2,012 (100%)
Mallinckrodt Netherlands B.V.	Netherlands	Mallinckrodt Canada Cooperatie U.A.	100 (100%)
Mallinckrodt Petten Holdings B.V.	Netherlands	Petten Holdings Inc.	18,000 (100%)
Mallinckrodt Pharma IP Trading Unlimited Company	Ireland	Mallinckrodt International Finance S.A.	100,138 (100%)
Mallinckrodt Pharma K.K.	Japan	Mallinckrodt Holdings GmbH	100%
Mallinckrodt Pharmaceuticals Ireland Limited	Ireland	Mallinckrodt International Finance S.A.	5 (100%)
Mallinckrodt Pharmaceuticals Limited	United Kingdom	Mallinckrodt UK Ltd	100,104 (100%)
Mallinckrodt Quincy S.à r.l.	Luxembourg	Mallinckrodt Buckingham Unlimited Company	202 (100%)
Mallinckrodt SAG Holdings GmbH	Switzerland	Mallinckrodt Holdings GmbH	100%
Mallinckrodt Securitization S.à r.l.	Luxembourg	Mallinckrodt International Finance S.A.	202 (100%)
Mallinckrodt UK Finance LLP	United Kingdom	Mallinckrodt Pharmaceuticals Limited	0.01%
		Mallinckrodt International Finance S.A.	99.99%
Mallinckrodt UK Ltd	United Kingdom	Mallinckrodt International Holdings S.à r.l.	13 (100%)
Mallinckrodt US Holdings LLC	Delaware	ST US Holdings LLC	100%
Mallinckrodt US Pool LLC	Nevada	Petten Holdings Inc.	100%
Mallinckrodt Veterinary, Inc.	Delaware	ST US Holdings LLC	2,000 (100%)

Subsidiary Name	Jurisdiction	Recorded Owner	Number (Percentage) of Equity Interest Owned
Mallinckrodt Windsor Ireland Finance Unlimited Company	Ireland	Mallinckrodt Windsor S.à r.l.	180,442 (100%)
Mallinckrodt Windsor S.à r.l.	Luxembourg	Mallinckrodt Quincy S.à r.l.	20,000 (100%)
MCCH LLC	Delaware	Ludlow LLC	100%
MEH, Inc.	Nevada	Mallinckrodt International Finance S.A.	202 (100%)
MHP Finance LLC	Delaware	Mallinckrodt ARD Holdings Inc.	100%
MKG Medical UK Ltd	United Kingdom	Mallinckrodt Windsor S.à r.l.	3 (100%)
MNK 2011 LLC	Delaware	Mallinckrodt Brand Pharmaceuticals LLC	100%
Montjeu Limited	Ireland	Mallinckrodt Lux IP S.à r.l.	2 (100%)
MUSHI UK Holdings Limited	United Kingdom	Mallinckrodt ARD Holdings Limited	21,710,271 (100%)
OCERA Therapeutics, Inc.	Delaware	MAK LLC	1,000 (100%)
Petten Holdings Inc.	Delaware	ST US Holdings LLC	1,000 (100%)
Profibrix B.V.	Netherlands	Mallinckrodt Pharma IP Trading Unlimited Company	100%
Questcor International Limited	Ireland	Mallinckrodt ARD LLC	2 (100%)
Sonorant Therapeutics Limited	Ireland	Mallinckrodt Pharmaceuticals Ireland Limited	1 (100%)
SpecGx Holdings LLC	New York	Mallinckrodt LLC	100%
SpecGx LLC	Delaware	SpecGx Holdings LLC	100%
ST 2020 LLC	Delaware	Mallinckrodt plc	100%
ST Operations LLC	Delaware	MEH, Inc.	100%
ST Shared Services LLC	Delaware	Petten Holdings Inc.	100%
ST US AR Finance LLC	Delaware	MEH, Inc.	100 (100%)
ST US Holdings LLC	Nevada	MEH, Inc.	100%
ST US Pool LLC	Delaware	ST US Holdings LLC	100%
Stratatech Corporation	Delaware	Mallinckrodt Hospital Products Inc.	1 (100%)
Sucampo Finance Inc.	Delaware	Sucampo GmbH	100 (100%)
Sucampo GmbH	Switzerland	Sucampo International Holdings Limited	100%
Sucampo Holdings Inc.	Delaware	Sucampo Pharmaceuticals LLC	100 (100%)
Sucampo International Holdings Limited	United Kingdom	Sucampo Pharma Americas LLC	3 (100%)
Sucampo Pharma Americas LLC	Delaware	Sucampo Holdings Inc.	100%
Sucampo Pharma, LLC	Japan	Sucampo GmbH	100%
Sucampo Pharmaceuticals LLC	Delaware	MEH, Inc.	100%
Therakos (Belgium) SPRL	Belgium	Therakos, Inc.	18,550 (100%)
Therakos (Canada) Company	Nova Scotia	Therakos, Inc.	100 (100%)
Therakos (France) SAS	France	Therakos, Inc.	10 (100%)
Therakos (Italia) S.r.l.	Italy	Therakos, Inc.	Quota of Euro 10,000 (100%)
Therakos (UK), Ltd	United Kingdom	Therakos, Inc.	200 (100%)
Therakos EMEA Limited	Ireland	Mallinckrodt Pharmaceuticals Ireland Limited	100%
Therakos Europe Limited	Ireland	Mallinckrodt Group S.à r.l.	1 (100%)

Subsidiary Name	Jurisdiction	Recorded Owner	Number (Percentage) of Equity Interest Owned
Therakos Germany GmbH	Germany	Therakos, Inc.	25,000 (100%)
Therakos, Inc.	Florida	Mallinckrodt Hospital Products Inc.	1,000 (100%)
Vtesse LLC	Delaware	Sucampo Pharmaceuticals LLC	100%
WebsterGx Holdco LLC	New York	Mallinckrodt Enterprises Holdings, Inc.	100%

**Part B – Investments by Parent, Borrower or Subsidiary Consisting of Intercompany Loans**

***Intercompany Instruments***

Borrower	Lender	Type	Current All-in rate	Currency	Current Balance
Sucampo Pharma Americas LLC	Sucampo Pharmaceuticals LLC	Promissory Note	4.80%	USD	126,000,000.00
ST US Holdings LLC	Mallinckrodt UK Limited	Promissory Note	6.21%	USD	79,890,000.00
Therakos, Inc.	Mallinckrodt UK Limited	Promissory Note	6.21%	USD	15,430,000.00
Sucampo Pharmaceuticals LLC	Sucampo Finance Inc.	Promissory Note	4.80%	USD	126,000,000.00
Mallinckrodt Pharmaceuticals Ireland Limited	Mallinckrodt Lux IP S.à r.l.	Promissory Note	10%	USD	2,500,000,000.00
Mallinckrodt Lux IP S.à r.l.	Mallinckrodt UK Finance LLP	Promissory Note	10%	USD	2,375,000,000.00

***Intercompany CMA Relationships***

Borrower	Lender	Type	Current All-in rate	CMA Currency	CMA Balance at 4/29/22 (Principal plus accrued interest) in USD	CMA movements since FY22 April month-end	Estimated emergence CMA balance in USD
Mallinckrodt Group Sarl Luxembourg	Mallinckrodt Holding GMBH USD	CM A	0.28%, 4.50%	USD, CHF	25,713,753.85		25,713,753.85
Mallinckrodt Windsor Ireland Finance unlimited Company	Mallinckrodt Group Sarl Luxembourg	CM A	4.50%	EUR	21,557.00		21,557.00
Mallinckrodt Pharmaceuticals Ireland Limited	Mallinckrodt Group Sarl Luxembourg	CM A	4.5%, 4.83%, 5.19%	EUR, USD, GBP	1,305,948.96		1,305,948.96
Mallinckrodt Windsor Sarl	Mallinckrodt Group Sarl Luxembourg	CM A	4.50%	EUR	77,583.02		77,583.02

MIFSA	Mallinckrodt Chemical Holdings UK LTD	CM A	0.28%	USD	6,586,058.55	32,000,000.00	38,586,058.55
MIFSA	Mallinckrodt Equinox LTD	CM A	0.28%	USD	16,734.76		16,734.76
MIFSA	Mallinckrodt Securitization S.à r.l.	CM A	0.28%	USD	1,396.54		1,396.54
MKG MEDICAL UK LTD	Mallinckrodt Group Sarl Luxembourg	CM A	5.19%	GBP	94,539.49		94,539.49
Mallinckrodt Enterprises UK Limited	Mallinckrodt Group Sarl Luxembourg	CM A	4.83%	USD	145,949.02		145,949.02
MUSHI UK Holdings Limited	Mallinckrodt Group Sarl Luxembourg	CM A	4.83%	USD	155,687.26		155,687.26
Mallinckrodt ARD Holdings Limited	Mallinckrodt Group Sarl Luxembourg	CM A	4.83%	USD	206,957.86		206,957.86
MIFSA	Mallinckrodt Group Sarl Luxembourg	CM A	0.28%	USD		167,000,000.00	167,000,000.00

***Other Intercompany Receivables/Payables as of 4/29/22***

1. See attached.

**Part C – Other Investments**

***Equity***

Subsidiary Name	Jurisdiction	Recorded Owner	Number (Percentage) of Equity Interest Owned
Silence Therapeutics plc	United Kingdom	Cache Holdings Limited	15,186,501 ADS Shares

***Debt***

<b>Borrower</b>	<b>Lender</b>	<b>Type</b>	<b>Currency</b>	<b>Current Balance</b>
Cancer Prevention Pharmaceuticals, Inc.	Sucampo GmbH	Loan	USD	5,000,000.00
Cancer Prevention Pharmaceuticals, Inc.	Sucampo GmbH	Loan	USD	5,000,000.00

Company Name	Company Name Debtor/Creditor	Account Description	Currency	Actual Currency (as of 4/29/2)	USD Amt (as of 4/29/2)
SpecGX LLC	Mallinckrodt Veterinary Inc.	I/C A/R Mall Vet		959,041.10	959,041.10
SpecGX LLC	Mallinckrodt US Holdings LLC	I/C A/R Mail US Hldgs LLC		1,909,847.64	1,909,847.64
SpecGX LLC	Mallinckrodt Canada ULC	I/C A/R CANADA USD		(9,703.89)	(9,703.89)
SpecGX LLC	Mallinckrodt Canada ULC	I/C A/R-CANADA CAD	CAD	3,664,981.27	2,859,015.42
SpecGX LLC	Mallinckrodt Netherlands BV	I/C Rec - MNK Netherlands		(861,185.50)	(861,185.50)
SpecGX LLC	Mallinckrodt Chemical Ltd	I/C REC MCI/ MC UK		11,841,022.93	11,841,022.93
Mallinckrodt Enterprises LLC	Mallinckrodt Canada ULC	I/C PAY - Canada		(723.56)	(723.56)
Mallinckrodt APAP LLC	Mallinckrodt Netherlands BV	I/C Rec - MNK Netherlands		7,545,264.83	7,545,264.83
Mallinckrodt APAP LLC	Mallinckrodt Chemical Ltd	I/C REC Mall Chemical Limited		4,483,048.95	4,483,048.95
Mallinckrodt Veterinary Inc.	SpecGX LLC	I/C A/P Spec Gx LLC		(959,041.10)	(959,041.10)
Mallinckrodt US Holdings LLC	SpecGX LLC	I/C A/P Spec Gx LLC		(1,909,847.64)	(1,909,847.64)
Mallinckrodt Canada ULC	SpecGX LLC	I/C Trade A/P SpecGx LLC	CAD	(3,646,901.64)	(2,844,911.43)
Mallinckrodt Netherlands BV	Mallinckrodt Chemical Ltd	I/C Rec MCIUK		(1,374,300.36)	(1,374,300.36)
Mallinckrodt Netherlands BV	Mallinckrodt Chemical Ltd	I/C Rec - MCL (EUR)	EUR	259,287.92	273,730.26
Mallinckrodt Netherlands BV	SpecGX LLC	I/C PAY-MI (DE)		861,185.50	861,185.50
Mallinckrodt Netherlands BV	Mallinckrodt APAP LLC	I/C PAY-Mall APAP		(7,545,264.83)	(7,545,264.83)
Mallinckrodt Netherlands BV	Mallinckrodt Chemical Ltd	I/C PAY-MCIUK		(3,131,339.16)	(3,131,339.16)
Mallinckrodt Netherlands BV	Mallinckrodt Chemical Ltd	I/C PAY-MCL (GBP)	GBP	(17,573.18)	(22,045.55)
Mallinckrodt Netherlands BV	Mallinckrodt Chemical Ltd	I/C PAY MCIUK (Euro)	EUR	534,306.07	564,066.92
Mallinckrodt Chemical Ltd	Mallinckrodt Canada Cooperatie	I/C Rec - Mall Canada Cooperatie		789,315.10	789,315.10
Mallinckrodt Chemical Ltd	Mallinckrodt Netherlands BV	I/C Rec - MNK Netherlands	GBP	17,573.29	22,045.69
Mallinckrodt Chemical Ltd	Carnforth Limited	I/C Rec - Carnforth		43,000.00	43,000.00
Mallinckrodt Chemical Ltd	Mallinckrodt Netherlands BV	I/C Rec - MNBV (USD)		3,131,339.15	3,131,339.15
Mallinckrodt Chemical Ltd	Mallinckrodt Netherlands BV	I/C Rec - MNBV (EUR)	EUR	(534,306.07)	(564,066.92)
Mallinckrodt Chemical Ltd	SpecGX LLC	I/C Pay-MI (DE)(USD)		(11,841,022.98)	(11,841,022.98)
Mallinckrodt Chemical Ltd	Mallinckrodt APAP LLC	I/C AP-Mall APAP (USD)		(4,483,048.95)	(4,483,048.95)
Mallinckrodt Chemical Ltd	Mallinckrodt Netherlands BV	I/C Pay - MNK Netherlands(USD)		1,374,300.35	1,374,300.35
Mallinckrodt Chemical Ltd	Mallinckrodt Netherlands BV	I/C Pay - MNK Netherlands(EUR)	EUR	(259,287.92)	(273,730.26)

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
ST Shared Services LLC	147100	Intercompany Trade AR	Speqcx LLC	11,992,902.79	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Mallinckrodt LLC	65,575,364.34	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (Canada) Company	163,987.87	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Ikaria Canada Inc.	576,639.05	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (Belgium) SPRL	785.78	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (UK) Ltd	13,249.67	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (UK) Limited Sucursal en Espana	27.99	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (UK) Ltd Sweden Filial	5,132.72	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Therakos (France) SAS	1,885.11	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Mallinckrodt Group S.à.r.l., Schaffhausen	832.88	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	4,095.23	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Sucampo GMBH	-66.00	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	8,137.57	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Mallinckrodt PLC	54,972,878.63	USD
ST Shared Services LLC	147100	Intercompany Trade AR	Ikaria Australia Pty Ltd	1,457.25	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Speqcx LLC	41,195.69	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Mallinckrodt LLC	5,074,233.12	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Therakos (Canada) Company	2,338.09	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Ikaria Canada Inc.	18,623.79	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Mallinckrodt Canada ULC	21,977.63	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Therakos UK LTD (Prywatna sp. Z o.o.)	264.78	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Mallinckrodt Chemical Limited	422.48	USD
ST Shared Services LLC	147101	Intercompany Trade AR	Mallinckrodt Pharma K.K.	960.33	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Speqcx LLC	773,378.88	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Mallinckrodt LLC	-256,239.68	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Mallinckrodt Enterprises LLC	-180,925.63	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Ikaria Canada Inc.	-1,272,777.57	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Therakos (UK) Ltd	-25.72	USD
ST Shared Services LLC	227100	Intercompany Trade AP	Mallinckrodt PLC	-1,174.58	USD
ST Shared Services LLC	227101	Intercompany Trade AP	Speqcx LLC	-106,317.81	USD
ST Shared Services LLC	227101	Intercompany Trade AP	Mallinckrodt Enterprises LLC	-9,614.62	USD
ST Shared Services LLC	227101	Intercompany Trade AP	Ikaria Canada Inc.	-22,072.09	USD
ST Shared Services LLC	227101	Intercompany Trade AP	Mallinckrodt Canada ULC	-19,265.10	USD
Carnforth Limited	147600	Intercompany AR Other	Mallinckrodt US Holdings Inc.	-126,431.00	USD
Mallinckrodt ARD Inc.	147100	Intercompany Trade AR	ST Operations LLC	57,336,399.17	USD
Mallinckrodt ARD Inc.	147100	Intercompany Trade AR	Therakos (UK) Ltd	25.72	USD
Mallinckrodt ARD Inc.	227100	Intercompany Trade AP	ST Operations LLC	-113,720,000.00	USD
Therakos, Inc.	147100	Intercompany Trade AR	Therakos (Canada) Company	152,500.85	USD
Therakos, Inc.	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	1,642,918.88	USD
Therakos, Inc.	147100	Intercompany Trade AR	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	718.51	USD
Therakos, Inc.	147101	Intercompany Trade AR	Therakos (Canada) Company	81,127.85	USD
Therakos, Inc.	227100	Intercompany Trade AP	Mallinckrodt Manufacturing LLC	-23.20	USD
Therakos, Inc.	227100	Intercompany Trade AP	Therakos (Canada) Company	-150,403.29	USD
Therakos, Inc.	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-72,454,328.27	USD
Therakos, Inc.	227101	Intercompany Trade AP	Therakos (Canada) Company	106,462.40	USD
Therakos, Inc.	227101	Intercompany Trade AP	Mallinckrodt Canada ULC	-60.90	USD
MHP Finance, Inc.	157300	Intercompany Receivable Term Loan	Mallinckrodt IPMallinckrodt IP Unlimited Company	36.00	USD
Mallinckrodt Critical Care Finance Inc.	157300	Intercompany Receivable Term Loan	Mallinckrodt Pharma IP Trading D.A.C.	-0.03	USD
Mallinckrodt US Holdings Inc.	147100	Intercompany Trade AR	Carnforth Limited	25,446.50	USD
Mallinckrodt US Holdings Inc.	147600	Intercompany AR Other	Carnforth Limited	119,821.90	USD
MEH, Inc.	147100	Intercompany Trade AR	Speqcx LLC	5,149,458.37	USD
MEH, Inc.	147100	Intercompany Trade AR	Mallinckrodt LLC	3,354.82	USD
MEH, Inc.	147100	Intercompany Trade AR	Mallinckrodt Enterprises LLC	4,628,869.89	USD
MEH, Inc.	147101	Intercompany Trade AR	Speqcx LLC	2,505,673.79	USD
MEH, Inc.	147101	Intercompany Trade AR	Mallinckrodt LLC	428,348.23	USD
MEH, Inc.	147101	Intercompany Trade AR	Mallinckrodt Enterprises LLC	1,839,336.30	USD
MEH, Inc.	147700	Intercompany Short Term Loan Receivable	Mallinckrodt Pharmaceuticals Ireland Limited	5,683,333.34	USD
MEH, Inc.	227100	Intercompany Trade AP	Speqcx LLC	-10,350,328.00	USD
MEH, Inc.	227100	Intercompany Trade AP	Mallinckrodt LLC	-493,935.70	USD
MEH, Inc.	227100	Intercompany Trade AP	Mallinckrodt Enterprises LLC	-47.00	USD
MEH, Inc.	227100	Intercompany Trade AP	Mallinckrodt Medical Holdings (UK) Limited	-13,307,277.32	USD

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
MEH, Inc.	227101	Intercompany Trade AP	Mallinckrodt LLC	-339,961.43	USD
MEH, Inc.	227101	Intercompany Trade AP	Mallinckrodt Enterprises LLC	-0.30	USD
MEH, Inc.	227700	Intercompany Short Term Loan Payable	Mallinckrodt Critical Care Finance Inc.	-0.04	USD
Mallinckrodt Enterprises Holdings, Inc.	257300	Intercompany Payable Term Loan	Mallinckrodt Enterprises LLC	-0.01	USD
Mallinckrodt Enterprises Holdings, Inc.	257300	Intercompany Payable Term Loan	Mallinckrodt UK Finance LLP	-0.05	USD
Mallinckrodt US Pool LLC	227100	Intercompany Trade AP	Therakos (Canada) Company	-24.47	USD
INO Therapeutics LLC	147100	Intercompany Trade AR	Mallinckrodt Manufacturing LLC	6,320.72	USD
INO Therapeutics LLC	147100	Intercompany Trade AR	Therakos (Canada) Company	584,002.93	USD
INO Therapeutics LLC	147100	Intercompany Trade AR	Icaria Canada Inc.	867,914.59	USD
INO Therapeutics LLC	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	5,683,682.27	USD
INO Therapeutics LLC	147100	Intercompany Trade AR	Icaria Australia Pty Ltd	531,300.00	USD
INO Therapeutics LLC	147101	Intercompany Trade AR	Therakos (Canada) Company	84,619.02	USD
INO Therapeutics LLC	147101	Intercompany Trade AR	Icaria Canada Inc.	4,343,338.95	USD
INO Therapeutics LLC	147101	Intercompany Trade AR	Icaria Australia Pty Ltd	-17,035.03	USD
INO Therapeutics LLC	227100	Intercompany Trade AP	Mallinckrodt Manufacturing LLC	-160,775.31	USD
INO Therapeutics LLC	227100	Intercompany Trade AP	Therakos (Canada) Company	-1,087,278.11	USD
INO Therapeutics LLC	227100	Intercompany Trade AP	Icaria Canada Inc.	-4,667,379.13	USD
INO Therapeutics LLC	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-147,013,667.90	USD
INO Therapeutics LLC	227101	Intercompany Trade AP	Therakos (Canada) Company	-163,432.04	USD
INO Therapeutics LLC	227101	Intercompany Trade AP	Icaria Canada Inc.	-261,969.26	USD
INO Therapeutics LLC	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-0.47	USD
Mallinckrodt Manufacturing LLC	147100	Intercompany Trade AR	Therakos, Inc.	23.20	USD
Mallinckrodt Manufacturing LLC	147100	Intercompany Trade AR	INO Therapeutics LLC	160,775.31	USD
Mallinckrodt Manufacturing LLC	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	3,746,979.91	USD
Mallinckrodt Manufacturing LLC	227100	Intercompany Trade AP	INO Therapeutics LLC	-6,320.72	USD
Mallinckrodt Manufacturing LLC	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-30,728.24	USD
Infacare Pharmaceutical Corporation	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-5,750.00	USD
Sucampo Pharma Americas LLC	227100	Intercompany Trade AP	Sucampo Pharma, LLC	-3,232,847.82	USD
Sucampo Pharma Americas LLC	227101	Intercompany Trade AP	Sucampo Pharma, LLC	141,432.00	USD
Sucampo Pharma Americas LLC	227600	Intercompany AP Other	Sucampo International Holdings Ltd	-1.28	USD
ST US Pool LLC	227100	Intercompany Trade AP	Specox LLC	-5,961.00	USD
ST Operations LLC	147100	Intercompany Trade AR	Mallinckrodt ARD Inc.	113,720,000.00	USD
ST Operations LLC	227100	Intercompany Trade AP	Mallinckrodt ARD Inc.	-57,336,399.17	USD
ST Operations LLC	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-328,111,172.25	USD
Sucampo Holdings Inc.	147600	Intercompany AR Other	Sucampo Pharmaceuticals Inc.	100.00	USD
Sucampo Finance Inc.	147600	Intercompany AR Other	Sucampo GMBH	100.00	USD
Mallinckrodt Chemical Holdings (U.K.) Limited	147100	Intercompany Trade AR	Mallinckrodt Equinox Limited	32,536,171.42	USD
Mallinckrodt Chemical Holdings (U.K.) Limited	227100	Intercompany Trade AP	Mallinckrodt Equinox Limited	-413.33	USD
Mallinckrodt Chemical Holdings (U.K.) Limited	227101	Intercompany Trade AP	Mallinckrodt Equinox Limited	645.18	USD
Therakos (Canada) Company	147100	Intercompany Trade AR	Therakos, Inc.	198,069.19	CAD
Therakos (Canada) Company	147100	Intercompany Trade AR	Mallinckrodt US Pool LLC	31.50	CAD
Therakos (Canada) Company	147100	Intercompany Trade AR	INO Therapeutics LLC	1,408,374.64	CAD
Therakos (Canada) Company	147100	Intercompany Trade AR	Icaria Canada Inc.	168,368.00	CAD
Therakos (Canada) Company	147101	Intercompany Trade AR	Therakos, Inc.	0.00	CAD
Therakos (Canada) Company	147101	Intercompany Trade AR	Mallinckrodt US Pool LLC	0.00	CAD
Therakos (Canada) Company	147101	Intercompany Trade AR	INO Therapeutics LLC	215,473.43	CAD
Therakos (Canada) Company	147101	Intercompany Trade AR	Icaria Canada Inc.	3,010.87	CAD
Therakos (Canada) Company	227100	Intercompany Trade AP	ST Shared Services LLC	-211,903.48	CAD
Therakos (Canada) Company	227100	Intercompany Trade AP	Therakos, Inc.	-193,973.62	CAD
Therakos (Canada) Company	227100	Intercompany Trade AP	INO Therapeutics LLC	-793,820.65	CAD
Therakos (Canada) Company	227100	Intercompany Trade AP	Icaria Canada Inc.	-311,774.61	CAD
Therakos (Canada) Company	227101	Intercompany Trade AP	ST Shared Services LLC	0.00	CAD
Therakos (Canada) Company	227101	Intercompany Trade AP	Therakos, Inc.	-269,993.54	CAD
Therakos (Canada) Company	227101	Intercompany Trade AP	INO Therapeutics LLC	-81,832.51	CAD
Therakos (Canada) Company	227101	Intercompany Trade AP	Icaria Canada Inc.	-46,765.72	CAD
Therakos (Canada) Company	227101	Intercompany Trade AP	Mallinckrodt Canada ULC	-10,165.87	CAD
Icaria Canada Inc.	147100	Intercompany Trade AR	ST Shared Services LLC	1,664,866.77	CAD
Icaria Canada Inc.	147100	Intercompany Trade AR	INO Therapeutics LLC	1,631,660.85	CAD
Icaria Canada Inc.	147100	Intercompany Trade AR	Therakos (Canada) Company	312,280.32	CAD
Icaria Canada Inc.	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-349.06	CAD
Icaria Canada Inc.	147101	Intercompany Trade AR	ST Shared Services LLC	109.49	CAD

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Ikaria Canada Inc.	147101	Intercompany Trade AR	INO Therapeutics LLC	4,703,507.55	CAD
Ikaria Canada Inc.	147101	Intercompany Trade AR	Therakos (Canada) Company	66,765.72	CAD
Ikaria Canada Inc.	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	CAD
Ikaria Canada Inc.	227100	Intercompany Trade AP	ST Shared Services LLC	-752,224.73	CAD
Ikaria Canada Inc.	227100	Intercompany Trade AP	Stratatech Corporation	19.21	CAD
Ikaria Canada Inc.	227100	Intercompany Trade AP	INO Therapeutics LLC	-1,142,077.18	CAD
Ikaria Canada Inc.	227100	Intercompany Trade AP	Therakos (Canada) Company	-166,368.00	CAD
Ikaria Canada Inc.	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	31,041.34	CAD
Ikaria Canada Inc.	227101	Intercompany Trade AP	ST Shared Services LLC	-12,356.98	CAD
Ikaria Canada Inc.	227101	Intercompany Trade AP	Stratatech Corporation	0.00	CAD
Ikaria Canada Inc.	227101	Intercompany Trade AP	INO Therapeutics LLC	-5,566,311.20	CAD
Ikaria Canada Inc.	227101	Intercompany Trade AP	Therakos (Canada) Company	-3,010.87	CAD
Ikaria Canada Inc.	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	CAD
BioVectra Inc.	227101	Intercompany Trade AP	ST Shared Services LLC	0.00	CAD
BioVectra Inc.	227101	Intercompany Trade AP	Mallinckrodt ARD Inc.	0.00	CAD
ProFibrix B.V.	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-353,601.00	EUR
ProFibrix B.V.	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	353,601.00	EUR
ProFibrix B.V.	227100	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	0.00	EUR
ProFibrix B.V.	227101	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	0.00	EUR
Therakos (Italia) S.r.l.	147100	Intercompany Trade AR	Therakos (UK), Ltd	382,894.33	EUR
Therakos (Italia) S.r.l.	147100	Intercompany Trade AR	Therakos (UK), Limited, Sucursal en Espana	0.00	EUR
Therakos (Italia) S.r.l.	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos (Italia) S.r.l.	147101	Intercompany Trade AR	Therakos (UK), Limited, Sucursal en Espana	0.00	EUR
Therakos (Belgium) SPRL	147100	Intercompany Trade AR	Therakos (UK), Ltd	56,419.75	EUR
Therakos (Belgium) SPRL	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos (Belgium) SPRL	227100	Intercompany Trade AP	ST Shared Services LLC	-698.35	EUR
Therakos (Belgium) SPRL	227101	Intercompany Trade AP	ST Shared Services LLC	-45.97	EUR
Therakos Germany GmbH	147100	Intercompany Trade AR	Therakos (UK), Ltd	2,224,660.54	EUR
Therakos Germany GmbH	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	18.14	EUR
Therakos Germany GmbH	147100	Intercompany Trade AR	Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	0.00	EUR
Therakos Germany GmbH	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos Germany GmbH	147101	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	-0.02	EUR
Therakos Germany GmbH	147101	Intercompany Trade AR	Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	0.00	EUR
Therakos Germany GmbH	147600	Intercompany AR Other	Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	0.03	EUR
Therakos Germany GmbH	227100	Intercompany Trade AP	Therakos (UK), Ltd	-706,008.27	EUR
Therakos Germany GmbH	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-6,272.96	EUR
Therakos Germany GmbH	227101	Intercompany Trade AP	Therakos (UK), Ltd	-8,805.97	EUR
Therakos Germany GmbH	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-357.71	EUR
Therakos (UK), Ltd	147100	Intercompany Trade AR	Mallinckrodt Chemical Holdings (U.K.) Limited	0.00	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Therakos Germany GmbH	622,191.87	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Therakos (UK), Limited, Sucursal en Espana	5,551.99	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Therakos (UK), Ltd Sweden Fillal	107,446.83	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Therakos (France) SAS	-0.37	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Therakos Europe Limited	332,330.92	GBP
Therakos (UK), Ltd	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	0.00	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Mallinckrodt Chemical Holdings (U.K.) Limited	0.00	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos Germany GmbH	-20,653.88	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos (UK), Limited, Sucursal en Espana	-304.25	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos (UK), Ltd Sweden Fillal	13,744.83	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos (France) SAS	0.37	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos UK LTD (Prywatna sp. Z o.o.)	95,474.80	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Therakos Europe Limited	-9,353.40	GBP
Therakos (UK), Ltd	147101	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	0.00	GBP
Therakos (UK), Ltd	147111	Intercompany Trade AR UK	Therakos (France) SAS	0.00	GBP
Therakos (UK), Ltd	147600	Intercompany AR Other	Therakos Germany GmbH	0.00	GBP
Therakos (UK), Ltd	147600	Intercompany AR Other	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	-0.02	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	ST Shared Services LLC	-10,087.30	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (Italia) S.r.l.	-322,175.40	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (Belgium) SPRL	-47,976.80	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos Germany GmbH	-1,880,929.96	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (UK), Limited, Sucursal en Espana	-88,567.07	GBP

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (UK), Ltd Sweden Filial	-338,183.47	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (UK), Limited Dutch Branch	-77,170.83	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos (France) SAS	-682,523.67	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Therakos Europe Limited	-332,487.74	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-523,028.89	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Mallinckrodt PLC	-721,790.77	GBP
Therakos (UK), Ltd	227100	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	14,784,776.16	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	ST Shared Services LLC	-473.62	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	ST Shared Services LLC	0.10	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos, Inc.	0.03	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (Italia) S.r.l.	-41.86	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (Belgium) SPRL	497.86	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos Germany GmbH	8,810.29	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (UK), Limited, Sucursal en Espana	843.99	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (UK), Ltd Sweden Filial	4,592.67	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (UK), Limited Dutch Branch	735.39	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos (France) SAS	6,030.62	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos UK LTD (Prywatna sp. Z o.o.)	-150,932.11	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Therakos Europe Limited	7,679.64	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-24,556.38	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Mallinckrodt PLC	-33,888.79	GBP
Therakos (UK), Ltd	227101	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	-110.99	GBP
Therakos (UK), Limited, Sucursal en Espana	147100	Intercompany Trade AR	Therakos (UK), Ltd	104,242.31	EUR
Therakos (UK), Limited, Sucursal en Espana	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos (UK), Limited, Sucursal en Espana	227100	Intercompany Trade AP	Therakos (UK), Ltd	-6,235.95	EUR
Therakos (UK), Limited, Sucursal en Espana	227101	Intercompany Trade AP	Therakos (UK), Ltd	0.00	EUR
Therakos (UK), Ltd Sweden Filial	147100	Intercompany Trade AR	Therakos (UK), Ltd	2,616,148.59	SEK
Therakos (UK), Ltd Sweden Filial	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	SEK
Therakos (UK), Ltd Sweden Filial	227100	Intercompany Trade AP	ST Shared Services LLC	-45,157.69	SEK
Therakos (UK), Ltd Sweden Filial	227101	Intercompany Trade AP	Mallinckrodt PLC	-33.49	SEK
Therakos (UK), Ltd Sweden Filial	227101	Intercompany Trade AP	ST Shared Services LLC	-5,237.21	SEK
Therakos (UK), Ltd Sweden Filial	227101	Intercompany Trade AP	Mallinckrodt PLC	-5.88	SEK
Therakos (UK), Limited Dutch Branch	147100	Intercompany Trade AR	Therakos (UK), Ltd	90,829.08	EUR
Therakos (UK), Limited Dutch Branch	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos (France) SAS	147100	Intercompany Trade AR	Mallinckrodt US Pool LLC	0.00	EUR
Therakos (France) SAS	147100	Intercompany Trade AR	Therakos (UK), Ltd	803,884.19	EUR
Therakos (France) SAS	147101	Intercompany Trade AR	Mallinckrodt US Pool LLC	0.00	EUR
Therakos (France) SAS	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos (France) SAS	147101	Intercompany Trade AR	Therakos UK LTD (Prywatna sp. Z o.o.)	35,091.04	EUR
Therakos (France) SAS	147101	Intercompany Trade AR	Mallinckrodt Netherlands B.V.	4,452.17	EUR
Therakos (France) SAS	227100	Intercompany Trade AP	ST Shared Services LLC	-1,695.24	EUR
Therakos (France) SAS	227101	Intercompany Trade AP	ST Shared Services LLC	-90.41	EUR
Therakos UK LTD (Prywatna sp. Z o.o.)	147100	Intercompany Trade AR	Therakos (UK), Ltd	1,580,325.02	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	147101	Intercompany Trade AR	Therakos (UK), Ltd	-735,829.54	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	227100	Intercompany Trade AP	ST Shared Services LLC	-993.43	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	227100	Intercompany Trade AP	Therakos (UK), Ltd	-3,071.42	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	227101	Intercompany Trade AP	ST Shared Services LLC	-187.52	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	227101	Intercompany Trade AP	Therakos (UK), Ltd	-531,129.28	PLN
Therakos UK LTD (Prywatna sp. Z o.o.)	227101	Intercompany Trade AP	Therakos (France) SAS	-165,227.29	PLN
Therakos Europe Limited	147100	Intercompany Trade AR	Therakos (UK), Ltd	385,973.06	EUR
Therakos Europe Limited	147101	Intercompany Trade AR	Therakos (UK), Ltd	0.00	EUR
Therakos Europe Limited	227100	Intercompany Trade AP	Therakos (UK), Ltd	-383,256.79	EUR
Therakos Europe Limited	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-343.64	EUR
Therakos Europe Limited	227101	Intercompany Trade AP	Therakos (UK), Ltd	-540.98	EUR
Therakos Europe Limited	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Mallinckrodt International Finance SA	147600	Intercompany AR Other	Mallinckrodt LLC	4,722,976.05	USD
Mallinckrodt International Finance SA	227100	Intercompany Trade AP	Mallinckrodt Group S.a.r.l.	-17,999.37	USD
Mallinckrodt International Finance SA	227600	Intercompany AP Other	Specix LLC	-8,000,980.67	USD
Mallinckrodt Group S.a.r.l.	147100	Intercompany Trade AR	Mallinckrodt International Finance SA	17,999.37	USD
Mallinckrodt Group S.a.r.l.	147100	Intercompany Trade AR	Mallinckrodt Lux IP S.a.r.l.	12,817.74	USD
Mallinckrodt Group S.a.r.l.	147100	Intercompany Trade AR	Mallinckrodt Quincy S.a.r.l.	2,727.19	USD

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Mallinckrodt Group S.à.r.l.	147100	Intercompany Trade AR	Mallinckrodt Windsor Sari	2,727.19	USD
Mallinckrodt Group S.à.r.l.	147100	Intercompany Trade AR	Mallinckrodt International Holdings S.a.r.l.	2,727.19	USD
Mallinckrodt IPMallinckrodt IP Unlimited Company	147100	Intercompany Trade AR	ST Shared Services LLC	0.07	USD
Mallinckrodt IPMallinckrodt IP Unlimited Company	147100	Intercompany Trade AR	ST Shared Services LLC	-3.26	USD
Mallinckrodt Canada Cooperatie U.A.	227100	Intercompany Trade AR	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	30,000.00	USD
Mallinckrodt Canada Cooperatie U.A.	227101	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	-127,521.82	USD
Mallinckrodt Canada Cooperatie U.A.	227101	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	-12,161.80	USD
Mallinckrodt Canada Cooperatie U.A.	227101	Intercompany Trade AP	Mallinckrodt Chemical Limited	-789,315.10	USD
Mallinckrodt Securitization Sari	147600	Intercompany AR Other	Mallinckrodt LLC	11,144,776.43	USD
Mallinckrodt Petten Holdings B.V.	227700	Intercompany Short Term Loan Payable	Mallinckrodt US Pool LLC	-0.01	USD
Mallinckrodt Lux IP S.a.r.l.	147700	Intercompany Short Term Loan Receivable	Mallinckrodt Pharmaceuticals Ireland Limited	2,841,666,666.65	USD
Mallinckrodt Lux IP S.a.r.l.	227100	Intercompany Trade AP	Mallinckrodt Group S.à.r.l.	-12,817.74	USD
Mallinckrodt Lux IP S.a.r.l.	227700	Intercompany Short Term Loan Payable	Mallinckrodt UK Finance LLP	-2,699,583,333.32	USD
Mallinckrodt Quincy S.a.r.l.	227100	Intercompany Trade AP	Mallinckrodt Group S.à.r.l.	-2,727.19	USD
Mallinckrodt Windsor Sari	227100	Intercompany Trade AP	Mallinckrodt Group S.à.r.l.	-2,727.19	USD
Sucampo International Holdings Ltd	147600	Intercompany AR Other	Sucampo Pharma Americas LLC	1.26	USD
Sucampo International Holdings Ltd	227100	Intercompany Trade AP	Mallinckrodt Equinox Limited	-15,555.53	USD
Sucampo International Holdings Ltd	227101	Intercompany Trade AP	Mallinckrodt Equinox Limited	224.63	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Therakos, Inc.	72,454,328.27	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt US Pool LLC	604.76	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	INO Therapeutics LLC	147,013,667.90	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Manufacturing LLC	30,607.57	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	ST Operations LLC	328,111,171.97	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Ikaria Canada Inc.	-14,500.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Therakos Germany GmbH	7,000.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Therakos (UK), Ltd	686,946.18	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Therakos Europe Limited	416.01	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Sonorant Therapeutics PLC	0.01	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Montjeu Limited	22,328,601.66	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	3,500.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	5,000.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	2,863,322.95	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Ikaria Australia Pty Ltd	3,500.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt US Pool LLC	-604.76	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Therakos (UK), Ltd	-0.42	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Therakos Europe Limited	-53.23	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Group S.à.r.l., Schaffhausen	0.25	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Montjeu Limited	-1,984,465.37	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	0.37	USD
Mallinckrodt Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	MKG Medical UK Ltd	-0.03	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	ST Shared Services LLC	-4,095.23	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	ST Shared Services LLC	-200.26	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Therakos, Inc.	-1,642,918.86	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	INO Therapeutics LLC	-5,684,926.17	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Mallinckrodt Manufacturing LLC	-3,746,979.91	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	InfCare Pharmaceutical Corporation	5,750.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Mallinckrodt Finance Management Ireland Limited	-5,788.74	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Mallinckrodt PLC	-50,662,246.00	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	-78,901.44	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	ST Shared Services LLC	200.26	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	Mallinckrodt Finance Management Ireland Limited	3,006.75	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	11,449.33	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227600	Intercompany AP Other	Mallinckrodt Lux IP S.a.r.l.	-0.50	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227600	Intercompany AP Other	Mallinckrodt Medical Holdings (UK) Limited	0.02	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227700	Intercompany Short Term Loan Payable	MEH, Inc.	-5,683,333.34	USD
Mallinckrodt Pharmaceuticals Ireland Limited	227700	Intercompany Short Term Loan Payable	Mallinckrodt Lux IP S.a.r.l.	-2,841,666,666.65	USD
Sucampo GMBH	147100	Intercompany Trade AR	ST Shared Services LLC	66.00	USD
Sucampo GMBH	227600	Intercompany AP Other	Sucampo Finance Inc.	-100.00	USD
Montjeu Limited	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	218.27	EUR
Montjeu Limited	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	96.60	EUR
Montjeu Limited	147100	Intercompany Trade AR	Mallinckrodt Finance Management Ireland Limited	0.00	EUR

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Montjeu Limited	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	0.00	EUR
Montjeu Limited	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Montjeu Limited	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	0.00	EUR
Montjeu Limited	147101	Intercompany Trade AR	Mallinckrodt Finance Management Ireland Limited	0.00	EUR
Montjeu Limited	147101	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	0.00	EUR
Montjeu Limited	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-19,241,835.29	EUR
Montjeu Limited	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Mallinckrodt BuckinghamMallinckrodt Buckingham Unlimited Company	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	958.33	USD
Mallinckrodt BuckinghamMallinckrodt Buckingham Unlimited Company	227100	Intercompany Trade AP	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	-4,784.00	USD
Mallinckrodt BuckinghamMallinckrodt Buckingham Unlimited Company	227101	Intercompany Trade AP	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	4,784.10	USD
Mallinckrodt Pharma IP Trading D.A.C.	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-1,107.03	USD
Mallinckrodt Pharma IP Trading D.A.C.	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	1,107.02	USD
Mallinckrodt Pharma IP Trading D.A.C.	227100	Intercompany Trade AP	Mallinckrodt ARD IP Limited	-2.63	USD
Mallinckrodt Pharma IP Trading D.A.C.	227100	Intercompany Trade AP	Mallinckrodt Hospital Products IP Limited	-2.63	USD
Mallinckrodt Pharma IP Trading D.A.C.	227100	Intercompany Trade AP	Mallinckrodt PLC	-310,544.96	USD
Mallinckrodt Pharma IP Trading D.A.C.	227101	Intercompany Trade AP	Mallinckrodt ARD IP Limited	2.63	USD
Mallinckrodt Pharma IP Trading D.A.C.	227101	Intercompany Trade AP	Mallinckrodt Hospital Products IP Limited	2.63	USD
Mallinckrodt Pharma IP Trading D.A.C.	227101	Intercompany Trade AP	Mallinckrodt PLC	21,671.66	USD
Mallinckrodt ARD IP Limited	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	2.63	USD
Mallinckrodt ARD IP Limited	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	-2.63	USD
Mallinckrodt Hospital Products IP Limited	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	2.63	USD
Mallinckrodt Hospital Products IP Limited	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	-2.63	USD
Mallinckrodt Finance Management Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	5,788.74	USD
Mallinckrodt Finance Management Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	604.10	USD
Mallinckrodt Finance Management Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt PLC	22,577.00	USD
Mallinckrodt Finance Management Ireland Limited	147101	Intercompany Trade AR	Speqrx LLC	161,752.09	USD
Mallinckrodt Finance Management Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-3,006.75	USD
Mallinckrodt Finance Management Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	-604.10	USD
Mallinckrodt Finance Management Ireland Limited	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	58.50	USD
Mallinckrodt Finance Management Ireland Limited	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-58.50	USD
Mallinckrodt International Holdings S.a.r.l.	227100	Intercompany Trade AP	Mallinckrodt Group S.a.r.l.	-2,727.19	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147100	Intercompany Trade AR	Therakos (UK) Ltd	20,283.12	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147100	Intercompany Trade AR	Mallinckrodt PLC	-108,578.00	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147100	Intercompany Trade AR	Mallinckrodt UK Ltd	264.12	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147101	Intercompany Trade AR	Therakos (UK) Ltd	-20,283.12	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147101	Intercompany Trade AR	Mallinckrodt UK Ltd	-264.12	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	147600	Intercompany AR Other	Mallinckrodt Chemical Limited	3,535.65	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	227100	Intercompany Trade AP	ST Shared Services LLC	-8,064.50	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	227100	Intercompany Trade AP	Sonorant Therapeutics PLC	-35.51	USD
Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	227101	Intercompany Trade AP	ST Shared Services LLC	0.05	USD
Acthar IPActhar IP Unlimited Company	227700	Intercompany Short Term Loan Payable	ST Shared Services LLC	0.36	USD
Acthar IPActhar IP Unlimited Company	227700	Intercompany Short Term Loan Payable	Mallinckrodt ARD Finance	-0.36	USD
Acthar IPActhar IP Unlimited Company	257300	Intercompany Payable Term Loan	ST Shared Services LLC	-0.36	USD
Acthar IPActhar IP Unlimited Company	257300	Intercompany Payable Term Loan	Mallinckrodt ARD Finance	0.36	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	ST Shared Services LLC	1,145.10	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Therakos Germany GmbH	36.00	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Therakos (UK) Ltd	948,000.00	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Therakos (UK) Ltd Sweden Filial	4.01	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	50,662,330.09	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	310,708.37	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	108,613.51	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	14.00	USD
Mallinckrodt PLC	147100	Intercompany Trade AR	Mallinckrodt Pharma K.K.	193.39	USD
Mallinckrodt PLC	147101	Intercompany Trade AR	Mallinckrodt LLC	24,000,000.00	USD
Mallinckrodt PLC	147101	Intercompany Trade AR	Mallinckrodt Enterprises LLC	1,277.45	USD
Mallinckrodt PLC	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	-537.77	USD
Mallinckrodt PLC	147101	Intercompany Trade AR	Mallinckrodt Pharma IP Trading D.A.C.	-22,432.91	USD
Mallinckrodt PLC	147101	Intercompany Trade AR	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	537.77	USD
Mallinckrodt PLC	227100	Intercompany Trade AP	ST Shared Services LLC	-54,972,238.66	USD
Mallinckrodt PLC	227100	Intercompany Trade AP	Mallinckrodt Finance Management Ireland Limited	-22,577.00	USD
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	ProFibrix B.V.	-50.06	EUR

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Therakos (UK), Ltd	-17,216,822.43	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Canada Cooperative U.A.	109,273.48	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	63,893.30	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	ProFibrx B.V.	50.06	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Therakos (UK), Ltd	-351,958.90	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Canada Cooperative U.A.	0.00	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Therakos, Inc.	-643.88	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	227100	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-2,565,931.50	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	Therakos, Inc.	-36.72	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	Mallinckrodt Canada Cooperative U.A.	-28,417.16	EUR
Questcor Operations LimitedMallinckrodt Specialty Pharmaceuticals Ireland Limited	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-146,129.11	EUR
Mallinckrodt UK Finance LLP	147700	Intercompany Short Term Loan Receivable	Mallinckrodt Lux IP S.a.r.l.	2,699,583,333.32	USD
Mallinckrodt Equinox Limited	147100	Intercompany Trade AR	Mallinckrodt Chemical Holdings (U.K.) Limited	474.62	USD
Mallinckrodt Equinox Limited	147100	Intercompany Trade AR	Sucampo International Holdings Ltd	15,555.55	USD
Mallinckrodt Equinox Limited	147101	Intercompany Trade AR	Mallinckrodt Chemical Holdings (U.K.) Limited	-348.28	USD
Mallinckrodt Equinox Limited	147101	Intercompany Trade AR	Sucampo International Holdings Ltd	-142.45	USD
Mallinckrodt Equinox Limited	227100	Intercompany Trade AP	Mallinckrodt Chemical Holdings (U.K.) Limited	-32,536,171.42	USD
Mallinckrodt Medical Holdings (UK) Limited	147100	Intercompany Trade AR	MEH, Inc.	13,307,277.32	USD
Mallinckrodt UK Ltd	227100	Intercompany Trade AP	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	-264.12	USD
Mallinckrodt UK Ltd	227101	Intercompany Trade AP	Mallinckrodt Holdings LimitedMallinckrodt Pharmaceuticals Limited	736.97	USD
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0.00	EUR
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	227100	Intercompany Trade AP	ST Shared Services LLC	45.82	EUR
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	227100	Intercompany Trade AP	Therakos Germany GmbH	0.00	EUR
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	227101	Intercompany Trade AP	ST Shared Services LLC	-45.82	EUR
Mallinckrodt Medical Holdings (UK) Limited, Zweigniederlassung Deutschland	227101	Intercompany Trade AP	Therakos Germany GmbH	0.00	EUR
Sucampo Pharma, LLC	147101	Intercompany Trade AR	ST Shared Services LLC	-193.74	USD
Sucampo Pharma, LLC	147101	Intercompany Trade AR	Sucampo Pharma Americas LLC	3,091,415.82	USD
Sucampo Pharma, LLC	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	193.74	USD
Ikania Australia Pty Ltd	227100	Intercompany Trade AP	ST Shared Services LLC	5,640.32	AUD
Ikania Australia Pty Ltd	227100	Intercompany Trade AP	INO Therapeutics LLC	-800,953.04	AUD
Ikania Australia Pty Ltd	227101	Intercompany Trade AP	ST Shared Services LLC	-5,909.22	AUD
Ikania Australia Pty Ltd	227101	Intercompany Trade AP	INO Therapeutics LLC	57,719.34	AUD
Ikania Australia Pty Ltd	227101	Intercompany Trade AP	Mallinckrodt Pharmaceuticals Ireland Limited	-2,078.59	AUD
Mallinckrodt Pharma K.K.	147100	Intercompany Trade AR	ST Shared Services LLC	-1,789.37	JPY
Mallinckrodt Pharma K.K.	147100	Intercompany Trade AR	INO Therapeutics LLC	-198,949,088	JPY
Mallinckrodt Pharma K.K.	147100	Intercompany Trade AR	Ocera Therapeutics Inc.	0	JPY
Mallinckrodt Pharma K.K.	147100	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0	JPY
Mallinckrodt Pharma K.K.	147101	Intercompany Trade AR	ST Shared Services LLC	-440,000	JPY
Mallinckrodt Pharma K.K.	147101	Intercompany Trade AR	INO Therapeutics LLC	16,181,070	JPY
Mallinckrodt Pharma K.K.	147101	Intercompany Trade AR	Ocera Therapeutics Inc.	0	JPY
Mallinckrodt Pharma K.K.	147101	Intercompany Trade AR	Mallinckrodt Pharmaceuticals Ireland Limited	0	JPY
Mallinckrodt Pharma K.K.	227100	Intercompany Trade AP	ST Shared Services LLC	0	JPY
Mallinckrodt Pharma K.K.	227100	Intercompany Trade AP	INO Therapeutics LLC	390,492,247	JPY
Mallinckrodt Pharma K.K.	227101	Intercompany Trade AP	ST Shared Services LLC	0	JPY
Mallinckrodt Pharma K.K.	227101	Intercompany Trade AP	INO Therapeutics LLC	-205,494,859	JPY
Mallinckrodt Elimination	147101	Intercompany Trade AR	Mallinckrodt Foreign Elimination entity	-1,075,131,625.98	USD
Mallinckrodt Elimination entity	147600	Intercompany AR Other	Mallinckrodt Foreign Elimination entity	-33,979,610.18	USD
Mallinckrodt Elimination entity	147700	Intercompany Short Term Loan Receivable	MEH, Inc.	548,013,814.72	USD
Mallinckrodt Elimination entity	147700	Intercompany Short Term Loan Receivable	Sucampo Pharmaceuticals Inc.	126,944,482.19	USD
Mallinckrodt Elimination entity	147700	Intercompany Short Term Loan Receivable	Sucampo Pharma Americas LLC	126,944,482.19	USD
Mallinckrodt Domestic Elimination entity	147700	Intercompany Short Term Loan Receivable	Mallinckrodt Foreign Elimination entity	-6,348,836,112.41	USD
Mallinckrodt Domestic Elimination entity	157300	Intercompany Receivable Term Loan	Mallinckrodt Enterprises Holdings, Inc.	1,815,958,553.03	USD
Mallinckrodt Domestic Elimination entity	157300	Intercompany Receivable Term Loan	Mallinckrodt Foreign Elimination entity	-1,815,958,589.01	USD
Mallinckrodt Domestic Elimination entity	227101	Intercompany Trade AP	Mallinckrodt Foreign Elimination entity	1,074,875,098.02	USD
Mallinckrodt Domestic Elimination entity	227600	Intercompany AP Other	Mallinckrodt Foreign Elimination entity	24,036,148.12	USD
Mallinckrodt Elimination entity	227700	Intercompany Short Term Loan Payable	MHP Finance, Inc.	1,084,769.49	USD
Mallinckrodt Elimination entity	227700	Intercompany Short Term Loan Payable	Mallinckrodt Critical Care Finance Inc.	1,366,686.92	USD
Mallinckrodt Domestic Elimination entity	227700	Intercompany Short Term Loan Payable	Sucampo Pharmaceuticals Inc.	265,117.81	USD

Company Name	G/L Account	G/L Account: Long Text	Trading Partner name	Company Code Currency Value (as of 4/29/22)	Company Code Currency
Mallinckrodt Elimination entity	227700	Intercompany Short Term Loan Payable	Sucampo Finance Inc.	265,117.81	USD
Mallinckrodt Domestic Elimination entity	227700	Intercompany Short Term Loan Payable	Mallinckrodt Foreign Elimination entity	5,543,951,641.33	USD
Mallinckrodt Domestic Elimination entity	257300	Intercompany Payable Term Loan	Mallinckrodt Enterprises LLC	5,624,726.22	USD
Mallinckrodt Domestic Elimination entity	257300	Intercompany Payable Term Loan	Mallinckrodt Foreign Elimination entity	-5,624,726.16	USD

**Schedule 6.07<sup>4</sup>**

Transactions with Affiliates

1. Collaboration Agreement with Silence Therapeutics plc

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<sup>4</sup> No reference to, or disclosure of, any item in this Schedule shall be construed as an admission or indication that such item is required to be referred to or disclosed in accordance with the Agreement. Matters disclosed in this Schedule are not necessarily limited to matters required or permitted to be disclosed by the Agreement. Such additional matters are disclosed for informational purposes only and do not necessarily include other matters of a similar nature or impose any duty or obligation to disclose any information beyond what is required by the Agreement, and disclosure of such additional matters shall not affect, directly or indirectly, the interpretation of the Agreement or the scope of the disclosure obligations thereunder.

**Schedule 6.09<sup>5</sup>**

Restrictive Agreements

Restrictions relating to:

1. Indebtedness set forth on Schedule 6.01
2. Indebtedness under the Takeback Term Loan Credit Agreement and the other Loan Documents (as defined therein).
3. Indebtedness in respect of the Existing Secured Notes, any related guarantees and the indentures and other agreements governing the foregoing.
4. Indebtedness under the Effective Date A/R Facility and any agreements governing the foregoing.

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<sup>5</sup> No reference to, or disclosure of, any item in this Schedule shall be construed as an admission or indication that such item is required to be referred to or disclosed in accordance with the Agreement. Matters disclosed in this Schedule are not necessarily limited to matters required or permitted to be disclosed by the Agreement. Such additional matters are disclosed for informational purposes only and do not necessarily include other matters of a similar nature or impose any duty or obligation to disclose any information beyond what is required by the Agreement, and disclosure of such additional matters shall not affect, directly or indirectly, the interpretation of the Agreement or the scope of the disclosure obligations thereunder.

**Schedule 9.01**

Notice Information

To any Settlement Party:

Treasury Department  
Mallinckrodt International Finance SA  
c/o ST Shared Services  
675 McDonnell Boulevard  
Hazelwood, MO 63042  
Office: 314-654-3000  
Matt.peters@sbiopharma.com

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

Mark.tyndall@sbiopharma.com

With a further copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY 10019  
Attn: Phil Mindlin, Esq., John R. Sobolewski, Esq. and Neil M. Snyder, Esq.  
Email: pmindlin@wlrk.com, jrsobolewski@wlrk.com and nmsnyder@wlrk.com

Mallinckrodt Website:

mallinckrodt.com

To the Opioid Trust:

Opioid Master Disbursement Trust II  
36 S. Charles Street, Suite 2310  
Baltimore, MD 21201  
Attn: Michael Atkinson  
Email: JPeacock@MDTAdmin.com; MAtkinson@MDTAdmin.com; and  
AFerazzi@MDTAdmin.com

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

Brown Rudnick LLP  
7 Times Square  
New York, NY 11036  
Attn: David J. Molton, Esq., Steven D. Pohl, Esq. and Gerard Cicero, Esq.

Email: [dmolton@brownrudnick.com](mailto:dmolton@brownrudnick.com), [spohl@brownrudnick.com](mailto:spohl@brownrudnick.com) and [gcicero@brownrudnick.com](mailto:gcicero@brownrudnick.com)

## EXHIBIT A

FORM OF INTERCOMPANY SUBORDINATION TERMS

Capitalized terms used in [this intercompany promissory note (this “Note”)]<sup>1</sup> but not otherwise defined herein shall have the meanings given to them, as the context may require, in that certain Credit Agreement dated as of June [\_\_\_], 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MALLINCKRODT PLC, a public limited company incorporated in Ireland with registered number 522227 (the “Parent”), MALLINCKRODT INTERNATIONAL FINANCE S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg (“Luxembourg”), having its registered office at 124, boulevard de la Pétrusse, L-2330 Luxembourg, and registered with the Luxembourg Trade and Companies Register (*R.C.S Luxembourg*) under number B 172.865 (the “Lux Borrower”), MALLINCKRODT CB LLC, a Delaware limited liability company (the “Co-Borrower”), the lenders party thereto from time to time (the “Lenders”), ACQUIOM AGENCY SERVICES LLC and SEAPORT LOAN PRODUCTS LLC as co-administrative agents (in such capacities, together with their successors and permitted assigns in such capacities, each a “Co-Administrative Agent” and together, the “Administrative Agent”) for the Lenders, and DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, the “Collateral Agent”) for the Lenders; provided that the term “Event of Default” shall mean an Event of Default (as defined under either the Credit Agreement or the Opioid Deferred Cash Payments Agreement). For all purposes herein, the term “Applicable Administrative Agent” shall mean the Administrative Agent for the benefit of the holders of Senior Obligations (as defined below), subject to any applicable intercreditor agreement, until and unless another applicable agent is appointed pursuant to such intercreditor agreement.

The Indebtedness evidenced by this Note owed by any payor<sup>2</sup> hereunder (in such capacity, a “Payor”) to any Payee shall be subordinate and junior in right of payment, to the extent and in the manner hereinafter set forth, to (a) all (i) Obligations (under and as defined in the Credit Agreement) of such Payor and (ii) other Indebtedness and other related obligations of such Payor that is subject to a Permitted First Lien Intercreditor Agreement (as defined in the Credit Agreement), (b) any senior Indebtedness that renews, refunds, restructures, extends or refinances any of the Indebtedness specified in clause (a), to the extent by its terms expressly requiring the subordination thereto of Indebtedness of the kind evidenced by this Note, (c) any other senior Indebtedness of such Payor that by its terms expressly requires the subordination thereto of Indebtedness of the kind evidenced by this Note or is not itself subordinated in right of payment to any other Indebtedness of such Payor, (d) interest on any of the foregoing, accruing after the commencement of any proceedings referred to in clause (i) below, whether or not such interest is an allowed claim in such proceeding and (e) the Obligations (as defined in the Opioid Deferred Cash Payments Agreement) (the obligations described in this clause (e), the “Opioid Obligations”) and such Opioid Obligations, together with the Indebtedness specified in clauses (a) through (d), being hereinafter collectively referred to as “Senior Obligations”), until the latest to occur of

<sup>1</sup> Note: These subordination provisions are intended to be incorporated into any promissory note or other agreement or instrument representing or evidencing Indebtedness of the kind described in Section 6.01(e)(ii) of the Credit Agreement. Adapt this description and any corresponding terms herein as appropriate.

<sup>2</sup> Applicable to Settlement Party (as defined in the Opioid Deferred Cash Payments Agreement) payors.

(x) the Termination Date under the Credit Agreement and (y) the date of payment in full in cash of any other Senior Obligations (other than contingent obligations as to which no claim has been made) (such latest date to occur, the “Payoff Date”); provided that each such Payor may make payments to the applicable Payee unless an Event of Default shall have occurred and be continuing and such Payor shall have received notice from the Applicable Administrative Agent or the Opioid Trust (as defined in the Opioid Deferred Cash Payments Agreement) (provided that no such notice shall be required to be given in the case of any Event of Default arising under Section 7.01(h) or 7.01(i) of the Credit Agreement or Section 7.01(e) or 7.01(f) of the Opioid Deferred Cash Payments Agreement).

(i) In the event of any insolvency or bankruptcy proceedings, and any receivership, liquidation, reorganization or other similar proceedings in connection therewith, relating to any Payor or to its property, and in the event of any proceedings for involuntary liquidation, dissolution or other winding up of any Payor, or any voluntary liquidation, dissolution or other winding up of any Payor that violates the terms of the Credit Agreement or would result in an Event of Default, whether or not involving insolvency or bankruptcy, in each case in any jurisdiction, then, if an Event of Default has occurred and is continuing (including as a result of such event), (x) the Payoff Date shall have occurred before any Payee shall be entitled to receive (whether directly or indirectly), or make any demand for, any payment from such Payor on account of any Indebtedness evidenced by this Note owed by such Payor to such Payee and (y) until the Payoff Date shall have occurred, any such payment or distribution to which such Payee would otherwise be entitled, whether in cash, property or securities (other than a payment of debt securities of such Payor that are subordinated and junior in right of payment to the Senior Obligations to at least the same extent as the Indebtedness evidenced by this Note is subordinated and junior in right of payment to the Senior Obligations then outstanding (such securities being hereinafter referred to as “Restructured Debt Securities”)) shall instead be made to the Applicable Administrative Agent, subject to any applicable intercreditor agreement.

(ii) If any Event of Default has occurred and is continuing and after notice from the Applicable Administrative Agent or the Opioid Trust (as defined in the Opioid Deferred Cash Payments Agreement) (provided that no such notice shall be required to be given in the case of any Event of Default arising under Section 7.01(h) or 7.01(i) of the Credit Agreement or Section 7.01(e) or 7.01(f) of the Opioid Deferred Cash Payments Agreement), then until the earliest to occur of (x) the Payoff Date, (y) the date on which such Event of Default shall have been cured or waived and (z) the date on which the Applicable Administrative Agent or the Opioid Trust (as defined in the Opioid Deferred Cash Payments Agreement), as applicable, shall have rescinded such notice, no payment or distribution of any kind or character, whether in cash, securities or other property (other than Restructured Debt Securities) shall be made by or on behalf of any Payor, or any other person on its behalf, with respect to any amounts evidenced by this Note.

(iii) If any payment or distribution of any character, whether in cash, securities or other property (other than Restructured Debt Securities), and whether directly, by purchase, redemption, exercise of any right of setoff or otherwise, with respect to any amounts evidenced by this Note shall (despite these subordination provisions) be received by any Payee in violation of clause (i) or (ii) above prior to the occurrence of the Payoff Date,

such payment or distribution shall be held by such Payee in trust (segregated from other property of such Payee) for the benefit of the Applicable Administrative Agent, and shall be paid over or delivered to the Applicable Administrative Agent promptly upon receipt, subject to any applicable intercreditor agreement.

(iv) Each Payee agrees to file all claims against each relevant Payor in any bankruptcy or other proceeding in which the filing of claims is required by law in respect of any Senior Obligations, and the Applicable Administrative Agent shall be entitled to all of such Payee's rights thereunder. If for any reason a Payee fails to file such claim at least 30 days prior to the last date on which such claim should be filed, such Payee hereby irrevocably appoints the Applicable Administrative Agent as its true and lawful attorney-in-fact and the Applicable Administrative Agent is hereby authorized to act as attorney-in-fact in such Payee's name to file such claim or, in the Applicable Administrative Agent's discretion, to assign such claim to and cause proof of claim to be filed in the name of the Applicable Administrative Agent or its nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Applicable Administrative Agent the full amount payable on the claim in the proceeding, and, to the full extent necessary for that purpose, each Payee hereby assigns to the Applicable Administrative Agent all of such Payee's rights to any payments or distributions to which such Payee otherwise would be entitled. If the amount so paid is greater than such Payee's liability hereunder, the Applicable Administrative Agent shall pay the excess amount to the party entitled thereto.

(v) Each Payee waives the right to compel that any property of any Payor or any property of any guarantor of any Senior Obligations or any other person be applied in any particular order to discharge such Senior Obligations. Each Payee expressly waives the right to require the Applicable Administrative Agent or any other holder of Senior Obligations to proceed against any Payor, any guarantor of any Senior Obligations or any other person, or to pursue any other remedy in its or their power that such Payee cannot pursue and that would lighten such Payee's burden, notwithstanding that the failure of the Applicable Administrative Agent or any such other holder to do so may thereby prejudice such Payee. Each Payee agrees that it shall not be discharged, exonerated or have its obligations hereunder reduced by the delay of the Applicable Administrative Agent or any other holder of Senior Obligations in proceeding against or enforcing any remedy against any Payor, any guarantor of any Senior Obligations or any other person; by the Applicable Administrative Agent or any holder of Senior Obligations releasing any Payor, any guarantor of any Senior Obligations or any other person from all or any part of the Senior Obligations; or by the discharge of any Payor, any guarantor of any Senior Obligations or any other person by an operation of law or otherwise, with or without the intervention or omission of the Applicable Administrative Agent or any such holder.

(vi) Each Payee waives all rights and defenses arising out of an election of remedies by the Applicable Administrative Agent or any other holder of Senior Obligations, even though that election of remedies, including any nonjudicial foreclosure with respect to any property securing any Senior Obligations, has impaired the value of such Payee's rights of subrogation, reimbursement, or contribution against any Payor, any guarantor of any Senior Obligations or any other person. Each Payee expressly waives any rights or defenses

it may have by reason of protection afforded to any Payor, any guarantor of any Senior Obligations or any other person with respect to the Senior Obligations pursuant to any anti-deficiency laws or other laws of similar import that limit or discharge the principal debtor's indebtedness upon judicial or nonjudicial foreclosure of property or assets securing any Senior Obligations.

(vii) Each Payee agrees that, without the necessity of any reservation of rights against it, and without notice to or further assent by it, any demand for payment of any Senior Obligations made by the Applicable Administrative Agent or any other holder of Senior Obligations may be rescinded in whole or in part by the Applicable Administrative Agent or such holder, and any Senior Obligations may be continued, and the Senior Obligations or the liability of any Payee, any guarantor thereof or any other person obligated thereunder, or any right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, modified, accelerated, compromised, waived, surrendered or released by the Applicable Administrative Agent or any other holder of Senior Obligations, in each case without notice to or further assent by such Payee, which will remain bound hereunder, and without impairing, abridging, releasing or affecting the subordination provided for herein.

(viii) Each Payee waives any and all notice of the creation, renewal, extension, increase or accrual of any Senior Obligations, and any and all notice of or proof of reliance by holders of Senior Obligations upon the subordination provisions set forth herein. The Senior Obligations shall be deemed conclusively to have been created, contracted or incurred, and the consent to create the obligations of any Payee evidenced by this Note shall be deemed conclusively to have been given, in reliance upon the subordination provisions set forth herein.

(ix) To the maximum extent permitted by law, each Payee waives any claim it might have against the Applicable Administrative Agent or any other holder of Senior Obligations with respect to, or arising out of, any action or failure to act or any error of judgment, negligence, or mistake or oversight whatsoever on the part of the Applicable Administrative Agent or any such holder, or any of their Related Parties, with respect to any exercise of rights or remedies under the Loan Documents, except to the extent due to the gross negligence or willful misconduct of the Applicable Administrative Agent or any such holder, as the case may be, or any of its Related Parties, as determined by a court of competent jurisdiction in a final and nonappealable judgment. None of the Applicable Administrative Agent, any other holder of Senior Obligations or any of their Related Parties shall be liable for failure to demand, collect or realize upon any guarantee of any Senior Obligations, or for any delay in doing so, or shall be under any obligation to sell or otherwise dispose of any property upon the request of any Payor, any Payee or any other person or to take any other action whatsoever with regard to any such guarantee or any other property.

(x) Subject to the prior payment in full in cash of all Senior Obligations, the holder of this Note shall be subrogated to the rights of the holders of Senior Obligations to receive payments or distributions of assets of the Payor applicable to the Senior Obligations until the Payoff Date, and for the purpose of such subrogation no payments or distributions to

the holders of the Senior Obligations by or on behalf of the Payor or by or on behalf of the holder of this Note by virtue of this Note which otherwise would have been made to the holder of this Note shall, as between the Payor, its creditors other than the holders of Senior Obligations, and the holder of this Note, be deemed to be payment by the Payor to or on account of the Senior Obligations, it being understood that the provisions of this Note are and are intended solely for the purpose of defining the relative rights of the holder of this Note, on the one hand, and the holders of the Senior Obligations, on the other hand.

Each Payee and each Payor hereby agree that the subordination provisions set forth in this Note are for the benefit of the Applicable Administrative Agent and the other holders of Senior Obligations (which shall include, without limitation, the Secured Parties). The Applicable Administrative Agent and the other holders of Senior Obligations are obligees under this Note to the same extent as if their names were written herein as such and the Applicable Administrative Agent may, on behalf of itself and such other holders, proceed to enforce the subordination provisions set forth herein.

All rights and interests of the Applicable Administrative Agent and the other holders of Senior Obligations hereunder, and the subordination provisions and the related agreements of the Payors and Payees set forth herein, shall remain in full force and effect irrespective of:

- (i) any lack of validity or enforceability of the Credit Agreement, any other Loan Document or any other document governing or evidencing any other Senior Obligations;
- (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Senior Obligations or any amendment or waiver or other modification, whether by course of conduct or otherwise, of, or consent to departure from, the Credit Agreement, any other Loan Document or any other document governing or evidencing any other Senior Obligations;
- (iii) any release, amendment, supplement, waiver or other modification, whether in writing or by course of conduct or otherwise, of or consent to departure from, any guarantee of any Senior Obligations; or
- (iv) any other circumstances that might otherwise constitute a defense available to, or a discharge of, any Payor in respect of any Senior Obligations or of any Payee or any Payor in respect of the subordination provisions set forth herein.

Nothing contained in the subordination provisions set forth above is intended to or will impair, as between each Payor and each Payee, the obligations of such Payor, which are absolute and unconditional, to pay to such Payee the principal of and interest on this Note as and when due and payable in accordance with its terms, or is intended to or will affect the relative rights of such Payee and other creditors of such Payor other than the Applicable Administrative Agent and the other holders of Senior Obligations, in each case subject to any applicable intercreditor agreement.

No amendment, modification or waiver of, or consent with respect to, any provisions of this Note shall be effective unless the same shall be in writing and signed and

delivered by each Payor and Payee whose rights or obligations shall be affected thereby; provided that, until the Payoff Date shall have occurred, the Applicable Administrative Agent shall have provided its prior written consent to such amendment, modification, waiver or consent of the subordination provisions hereof (such consent not to be unreasonably withheld or delayed).

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

If, at any time, all or part of any payment with respect to Senior Obligations theretofore made by a Payor or any other person or entity is rescinded or must otherwise be returned by the holders of the Senior Obligations for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of such Payor or such other person or entity), the subordination provisions set forth herein shall continue to be effective or be reinstated, as the case may be, all as though such payment had not been made.

**EXHIBIT B**

**Revised Subsidiary Guarantee Agreement**

SUBSIDIARY GUARANTEE AGREEMENT

dated and effective as of

June 16, 2022,

by

The Subsidiaries of MALLINCKRODT PLC Named Herein

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This **SUBSIDIARY GUARANTEE AGREEMENT**, dated as of June 16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “Guaranty”), by and among MALLINCKRODT LLC, a Delaware limited liability company (“MLLC”), SPECGX HOLDINGS LLC, a New York limited liability company (“SpecGx Holdings”), SPECGX LLC, a Delaware limited liability company (“SpecGx”), and each other Subsidiary listed on the signature page hereof and each other Subsidiary that becomes a party hereto after the date hereof (together with MLLC, SpecGx Holdings and SpecGx, individually a “Subsidiary Guarantor” and collectively the “Subsidiary Guarantors”).

**WITNESSETH:**

**WHEREAS**, Mallinckrodt plc, a public limited company incorporated in Ireland with registered number 522227 (the “Parent”), MLLC, SpecGx Holdings and SpecGx (collectively, together with the Parent, the “Primary Obligors”) and the Opioid Trust (as defined in the Deferred Payment Agreement (as defined below)) are obligated under that certain Opioid Deferred Cash Payments Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Deferred Payment Agreement”), which has been approved by the Bankruptcy Court (as defined in the Deferred Payment Agreement) and incorporated into the Confirmation Order (as defined in the Deferred Payment Agreement);

**WHEREAS**, it is a condition to the effectiveness of the Deferred Payment Agreement that each Subsidiary Guarantor shall have executed and delivered this Guaranty to guarantee the Obligations; and

**WHEREAS**, each Subsidiary Guarantor will obtain benefits from the effectiveness of the Deferred Payment Agreement and the settlements of claims represented thereby, and accordingly desires to execute this Guaranty in order to satisfy the conditions described in the preceding paragraph.

Accordingly, the parties hereto agree as follows:

**1. DEFINITIONS**

Capitalized terms used herein shall have the meanings assigned to them in the Deferred Payment Agreement unless otherwise defined herein. References to this “Guaranty” shall mean this Guaranty, including all amendments, modifications and supplements and any annexes, exhibits and schedules to any of the foregoing, and shall refer to this Guaranty as the same may be in effect at the time such reference becomes operative.

**2. REPRESENTATIONS AND WARRANTIES**

Each of the Subsidiary Guarantors party hereto on the Effective Date represents and warrants as of the Effective Date, and each Subsidiary Guarantor that becomes a party to this Guaranty pursuant to the execution of a supplement hereto in the form of Exhibit A hereto (with such modifications as shall be reasonably acceptable to the Opioid Trust (including modifications to reflect the Agreed Guarantee Principles), each, a “Guaranty Supplement”) represents and warrants as of the date of execution of such Guaranty Supplement to the Opioid Trust (and its successors and assigns, in part or in whole):

(a) Such Subsidiary Guarantor (i) is a partnership, limited liability company, unlimited company, corporation or other entity duly organized, validly existing and in good standing (or, if and to the extent applicable in a foreign jurisdiction, enjoys the equivalent status under the laws of any jurisdiction of organization outside the United States of America) under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to own its property and assets and to carry on its business as now conducted, (iii) is qualified to do business in each jurisdiction where such qualification is required, except where the failure so to qualify, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, and (iv) has the power and authority to execute, deliver and perform its obligations under this Guaranty (or any Guaranty Supplement hereto, as applicable) and each other agreement or instrument contemplated hereby to which it is or will be a party.

(b) The execution, delivery and performance by such Subsidiary Guarantor of this Guaranty (or any Guaranty Supplement hereto, as applicable) (i) have been duly authorized by all corporate, stockholder, partnership, limited liability company or other organizational action required to be obtained by such Subsidiary Guarantor and (ii) will not (A) violate (1) any provision of law, statute, rule or regulation applicable to such Subsidiary Guarantor, (2) the certificate or articles of incorporation or other constitutive documents (including any partnership, limited liability company or operating agreements) or by-laws or constitutions of such Subsidiary Guarantor, (3) any applicable order of any court or any law, rule, regulation or order of any Governmental Authority applicable to such Subsidiary Guarantor or (4) any provision of any indenture, certificate of designation for preferred stock, agreement or other instrument to which such Subsidiary Guarantor is a party or by which it or any of its property is or may be bound, or (B) result in a breach of or constitute (alone or with due notice or lapse of time or both) a default under, give rise to a right of or result in any cancellation or acceleration of any right or obligation (including any payment) under any such indenture, certificate of designation for preferred stock, agreement or other instrument, where any such conflict, violation, breach or default referred to in clause (ii)(A) or (ii)(B) of this Section 2(b), would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (C) result in the creation or imposition of any Lien upon or with respect to any property or assets now owned or hereafter acquired by such Subsidiary Guarantor (other than a Lien that is not prohibited by the Deferred Payment Agreement).

(c) This Guaranty (or any Guaranty Supplement hereto, as applicable) has been duly executed and delivered by such Subsidiary Guarantor and constitutes a legal, valid and binding obligation of such Subsidiary Guarantor enforceable against such Subsidiary Guarantor in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, examinership, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (iii) implied covenants of good faith and fair dealing and (iv) local mandatory law provisions.

In addition to the foregoing, each of the Subsidiary Guarantors covenants that, so long as the Termination Date has not occurred, it will, and, if necessary and practicable, will enable the Parent and its respective Subsidiaries to, fully comply with those covenants and agreements of the Parent and its Subsidiaries (as applicable) applicable by their terms to such Subsidiary Guarantor set forth in the Deferred Payment Agreement.

### 3. THE GUARANTY

(a) Guaranty of Guaranteed Obligations. Each Subsidiary Guarantor unconditionally guarantees to the Opioid Trust (and its successors and assigns, in part or in whole), jointly and severally with the other Subsidiary Guarantors, as a primary obligor and not merely as a surety, the due and punctual payment and performance when due of the Obligations (the “Guaranteed Obligations”); provided, that the Guaranteed Obligations of each Subsidiary Guarantor shall exclude as to any Subsidiary Guarantor that is a Primary Obligor, any Obligations of such Subsidiary Guarantor in its capacity as a Primary Obligor under the Deferred Payment Agreement. Each Subsidiary Guarantor (other than, pursuant to and in accordance with the Deferred Payment Agreement, the Primary Obligors party hereto) further agrees that the Guaranteed Obligations may be extended, renewed or increased, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension, renewal or increase of any Guaranteed Obligation. Each Subsidiary Guarantor waives presentment to, demand of payment from and protest to any Primary Obligor or any other Subsidiary Guarantor of any of the Guaranteed Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment. Notwithstanding anything to the contrary herein, in no circumstances shall the Guaranteed Obligations with respect to any Restricted Foreign Guarantor (as defined below) include any Obligations to the extent such Obligations are directly incurred by a Guarantor that is a Domestic Subsidiary and a direct or indirect parent company of such Restricted Foreign Guarantor. In this Guaranty, “Restricted Foreign Guarantor” shall mean any Guarantor that is (a) a Subsidiary of a Guarantor that is a Domestic Subsidiary and (b)(i) a Foreign Subsidiary or (ii) a Domestic Subsidiary substantially all of the assets of which consist, directly or indirectly, of equity of one or more Foreign Subsidiaries.

(b) Guaranty of Payment. Each Subsidiary Guarantor further agrees that its guarantee hereunder constitutes an absolute, irrevocable and unconditional guarantee of payment when due (whether at stated maturity, by acceleration or otherwise) and not of collection.

(c) No Limitations. Except for termination or release of a Subsidiary Guarantor’s obligations hereunder as expressly provided for in Section 6(g) and subject to the provisions of Sections 3(g), 14, 15 and 16, the obligations of each Subsidiary Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise (other than defense of payment or performance). Without limiting the generality of the foregoing, the obligations of each Subsidiary Guarantor hereunder, to the fullest extent permitted by applicable law, shall not be discharged or impaired or otherwise affected by: (i) the failure of the Opioid Trust (or any of its successors and assigns, in part or in whole) to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Settlement Document or otherwise; (ii) the failure of any other Subsidiary Guarantor to sign or become party to this Guaranty or any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Settlement Document or any other agreement, including with respect to any other Subsidiary Guarantor under this Guaranty; (iii) [reserved]; (iv) any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations; (v) any other act or omission

that may or might in any manner or to any extent vary the risk of any Subsidiary Guarantor or otherwise operate as a discharge of any Subsidiary Guarantor as a matter of law or equity (other than the occurrence of the Termination Date); (vi) any illegality, irregularity, invalidity or enforceability of any Guaranteed Obligation or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any collateral securing the Guaranteed Obligations or any part thereof, or any other invalidity or unenforceability relating to or against the Parent, any Primary Obligor or any other guarantor of any of the Guaranteed Obligations, for any reason related to any Settlement Document or any provision of applicable law, decree, order or regulation of any jurisdiction purporting to prohibit the payment by the Parent, any Primary Obligor or any other guarantor of the Guaranteed Obligations, of any of the Guaranteed Obligations or otherwise affecting any term of any of the Guaranteed Obligations; (vii) any change in the corporate existence, structure or ownership of the Parent, any Primary Obligor or any other guarantor of any of the Guaranteed Obligations, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Parent, any Primary Obligor or any other guarantor of the Guaranteed Obligations, or any of their respective assets or any resulting release or discharge of any Guaranteed Obligation (other than the occurrence of the Termination Date); (viii) the existence of any claim, set-off or other rights that such Subsidiary Guarantor may have at any time against the Parent, any Primary Obligor, any other guarantor of any of the Guaranteed Obligations, the Opioid Trust (or any of its successors and assigns, in part or in whole), or any other corporation or person, whether in connection herewith or any unrelated transactions; provided that nothing herein will prevent the assertion of any such claim by separate suit or compulsory counterclaim; (ix) any extension, renewal, settlement, indulgence, compromise, waiver or release of or with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed Obligations, whether (in any such case) by operation of law or otherwise, or any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed Obligations; (x) any modification or amendment of or supplement to any Settlement Document (other than any modification or amendment of this Guaranty as to such Subsidiary Guarantor), including, without limitation, any such amendment which may increase the amount of, or the interest rates applicable to, any of the Guaranteed Obligations; (xi) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any other guaranties with respect to the Guaranteed Obligations or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Obligations or any part thereof; (xii) the election by, or on behalf of, the Opioid Trust (or any of its successors and assigns, in part or in whole), in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code (or any equivalent or similar provisions under any Bankruptcy Law); (xiii) any borrowing or grant of a security interest by the Parent, any Primary Obligor or any of their respective Subsidiaries, as debtor-in-possession, under Section 364 of the Bankruptcy Code (or any equivalent or similar provisions under any Bankruptcy Law) or in any other bankruptcy or insolvency proceeding; and (xiv) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Opioid Trust (or any of its successors and assigns, in part or in whole) that might otherwise constitute a defense to, or a legal or equitable discharge of, the Parent, any Primary Obligor or any other Subsidiary Settlement Party or any other guarantor or surety (other than defense of payment or performance).

Each Subsidiary Guarantor expressly authorizes the Opioid Trust (and its successors and assigns, in part or in whole) to release or substitute any one or more other guarantors or obligors upon or in respect of the Guaranteed Obligations without affecting the obligations of any Subsidiary Guarantor hereunder. To the fullest extent permitted by applicable law, each Subsidiary Guarantor waives any defense based on or arising out of any defense of any other Subsidiary Guarantor or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Subsidiary Guarantor, other than the occurrence of the Termination Date or the release of such Subsidiary Guarantor from this Guaranty pursuant to Section 6(g). The Opioid Trust (and its successors and assigns, in part or in whole) may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Primary Obligor or any other Settlement Party or exercise any other right or remedy available to it against any Primary Obligor or any other Settlement Party, in each case without affecting or impairing in any way the liability of any Subsidiary Guarantor hereunder except to the extent the Termination Date shall have occurred. To the fullest extent permitted by applicable law, each Subsidiary Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Subsidiary Guarantor against any other Subsidiary Guarantor, as the case may be.

(d) Reinstatement. Notwithstanding the provisions of Section 6(g)(i), each Subsidiary Guarantor agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Guaranteed Obligation is rescinded or must otherwise be restored or returned by the Opioid Trust (or any of its successors and assigns, in part or in whole) or any subsequent transferee upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Parent, any Primary Obligor or any other Subsidiary Settlement Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Parent, any Primary Obligor or any other Subsidiary Settlement Party or any substantial part of its property, or otherwise, all as though such payment had not been made.

(e) Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Opioid Trust (or any of its successors and assigns, in part or in whole) has at law or in equity against any Subsidiary Guarantor by virtue hereof, upon the failure of any Primary Obligor or any Subsidiary Settlement Party to pay any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Subsidiary Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable) in cash in immediately available funds the amount of such unpaid Guaranteed Obligation. Upon payment by any Subsidiary Guarantor of any sums to the Opioid Trust (or any of its successors and assigns, in part or in whole) as provided above, all rights of such Subsidiary Guarantor against the Parent, any Primary Obligor or any Subsidiary Settlement Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Section 7.

(f) Information. Each Subsidiary Guarantor assumes all responsibility for being and keeping itself informed of the financial condition and assets of the Parent, each Primary Obligor, each Subsidiary Settlement Party and their respective subsidiaries and any and all endorsers

and/or other Subsidiary Guarantors of all or any part of the Guaranteed Obligations, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations, or any part thereof, and the nature, scope and extent of the risks that such Subsidiary Guarantor assumes and incurs hereunder, and agrees that the Opioid Trust (and its successors and assigns, in part or in whole) will not have any duty to advise such Subsidiary Guarantor of information known to it or any of them regarding such circumstances or risks. In the event the Opioid Trust (or any of its successors and assigns, in part or in whole), in its sole discretion, undertakes at any time or from time to time to provide any such information to a Subsidiary Guarantor, the Opioid Trust (and its successors and assigns, in part or in whole) shall be under no obligation (i) to undertake any investigation, (ii) to disclose any information which the Opioid Trust (or any of its successors and assigns, in part or in whole), pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (iii) to make any other or future disclosures of such information or any other information to such Subsidiary Guarantor.

(g) Maximum Liability. Each Subsidiary Guarantor and, by its acceptance of this Guaranty, the Opioid Trust (and its successors and assigns, in part or in whole) each hereby confirms that it is the intention of all such persons that this Guaranty and the Guaranteed Obligations of each Subsidiary Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty and the Guaranteed Obligations of each Subsidiary Guarantor hereunder. To effectuate the foregoing intention, the Opioid Trust (and its successors and assigns, in part or in whole) and the Subsidiary Guarantors hereby irrevocably agree that the Guaranteed Obligations of each Subsidiary Guarantor under this Guaranty at any time shall be limited to the maximum amount as will result in the Guaranteed Obligations of such Subsidiary Guarantor under this Guaranty not constituting a fraudulent transfer or conveyance.

#### **4. FURTHER ASSURANCES**

Each Subsidiary Guarantor agrees, upon the written request of the Opioid Trust, to execute and deliver to the Opioid Trust (and its successors and assigns, in part or in whole), from time to time, any additional instruments or documents reasonably considered necessary by the Opioid Trust to cause this Guaranty to be, become or remain valid and effective in accordance with its terms.

#### **5. PAYMENTS FREE AND CLEAR OF TAXES**

Without prejudice to Section 14 (Swiss Guarantee Limitation) herein, each Subsidiary Guarantor agrees that (a) it will perform or observe all of the terms, covenants and agreements that Section 2.04 of the Deferred Payment Agreement requires such Subsidiary Guarantor to perform or observe, subject to the qualifications thereto set forth in the Deferred Payment Agreement and (b) any payment required to be made by it hereunder shall be subject to Section 2.04 of the Deferred Payment Agreement, subject to the qualifications thereto set forth in the Deferred Payment Agreement.

#### **6. OTHER TERMS**

(a) Entire Agreement. This Guaranty, together with the other Settlement Documents, constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements relating to a guaranty of the Obligations.

(b) Headings. The headings in this Guaranty are for convenience of reference only and are not part of the substance of this Guaranty.

(c) Severability. Whenever possible, each provision of this Guaranty shall be interpreted in such a manner to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(d) Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be given as provided in Section 9.01 of the Deferred Payment Agreement.

(e) Successors and Assigns. This Guaranty is for the benefit of the Opioid Trust and its successors and permitted assigns, in part or in whole. Whenever in this Guaranty any Subsidiary Guarantor is referred to, such reference shall be deemed to include the permitted successors and assigns of such party and all covenants, promises and agreements by any Subsidiary Guarantor that are contained in this Guaranty shall bind and inure to the benefit of its respective permitted successors and assigns; provided, that no Subsidiary Guarantor shall have any right to assign its rights or obligations hereunder unless expressly permitted by the Deferred Payment Agreement or with such consents required by Section 9.08 of the Deferred Payment Agreement.

(f) No Waiver; Cumulative Remedies; Amendments. No failure or delay by the Opioid Trust (or any of its successors and assigns, in part or in whole) in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of the Opioid Trust (and its successors and assigns, in part or in whole) provided in the Settlement Documents are cumulative and are not exclusive of any rights, powers or remedies that it would otherwise have. No waiver of any provision of this Guaranty or consent to any departure by any Subsidiary Guarantor therefrom shall in any event be effective unless the same shall be permitted by this Section 6(f), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Subsidiary Guarantor in any case shall entitle any Subsidiary Guarantor to any other or further notice or demand in similar or other circumstances. When making any demand hereunder against any of the Subsidiary Guarantors, the Opioid Trust (or any of its successors and assigns, in part or in whole) may, but shall be under no obligation to, make a similar demand on the Parent, any other Primary Obligor or any other Subsidiary Guarantor or guarantor, and any failure by the Opioid Trust (or any of its successors and assigns, in part or in whole) to make any such demand or to collect any payments from the Parent, any Primary Obligor or any other Subsidiary Guarantor or guarantor or any release of the Parent, any Primary Obligor or any other Subsidiary Guarantor or guarantor shall not relieve any

of the Subsidiary Guarantors in respect of which a demand or collection is not made or any of the Subsidiary Guarantors not so released of their several obligations or liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of Opioid Trust (or any of its successors and assigns, in part or in whole) against any of the Subsidiary Guarantors. For the purposes hereof “demand” shall include the commencement and continuance of any legal proceedings. Neither this Guaranty nor any provision hereof may be waived, amended or modified (other than termination or release of this Guaranty pursuant to Section 6(g)) except pursuant to an agreement or agreements in writing entered into by the Opioid Trust and the Subsidiary Guarantor or Subsidiary Guarantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Deferred Payment Agreement. For the avoidance of doubt, the reference in the immediately preceding sentence to the Opioid Trust shall be interpreted in accordance with Section 1.02 of the Deferred Payment Agreement as a reference to the Opioid Trust and its successors and assigns in whole, but not in part.

(g) Termination and Release.

(i) This Guaranty shall automatically terminate on the Termination Date.

(ii) A Subsidiary Guarantor shall automatically be released from its obligations hereunder in accordance with Section 9.19 of the Deferred Payment Agreement.

(iii) In connection with any termination or release pursuant to this Section 6(g), the Opioid Trust (and its successors and assigns, in part or in whole) shall execute and deliver to the Primary Obligors all documents that the Primary Obligors shall reasonably request to evidence such termination or release; provided, that (i) the Opioid Trust shall have received a certificate of a Responsible Officer of the Primary Obligors containing such certifications as the Opioid Trust shall reasonably request, (ii) neither the Opioid Trust nor its successors and assigns, in part or in whole, shall be required to execute any such document on terms which, in the reasonable opinion of the Opioid Trust (or such successors and assigns, in part or in whole, as applicable), would expose the Opioid Trust (or such successors and assigns, in part or in whole) to liability or create any obligation or entail any consequence other than the applicable termination or release without recourse or warranty and (iii) in the case of a release under Section 6(g)(ii), such release shall not in any manner discharge, affect or impair the Guaranteed Obligations or the obligations of any other Subsidiary Guarantor hereunder. Any execution and delivery of documents pursuant to this Section 6(g) shall be made without recourse to or warranty by the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable). The Primary Obligors party hereto agree to pay all reasonable and documented out-of-pocket expenses incurred by the Opioid Trust (and its successors and assigns, in part or in whole) in connection with the execution and delivery of such documents.

(h) Counterparts. This Guaranty may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart to this Guaranty by facsimile transmission (or other electronic transmission) shall be as effective as delivery of a manually signed original or executed counterpart hereof. The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to this Guaranty or any document to be signed in connection

with this Guaranty shall be deemed to include electronic signatures and the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(i) No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Guaranty. In the event an ambiguity or question of intent or interpretation arises, this Guaranty shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Guaranty.

## 7. INDEMNITY; SUBROGATION AND SUBORDINATION

(a) Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Subsidiary Guarantors may have under applicable law (but subject to Section 7(c)), each Primary Obligor agrees that in the event a payment shall be made by any Subsidiary Guarantor under this Guaranty in respect of any Guaranteed Obligation of a Primary Obligor, the applicable Primary Obligor shall indemnify such Subsidiary Guarantor for the full amount of such payment and such Subsidiary Guarantor shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment.

(b) Contribution and Subrogation. Each Subsidiary Guarantor (a “Contributing Guarantor”) agrees (subject to Section 7(c)) that, in the event a payment shall be made by any other Subsidiary Guarantor hereunder in respect of any Guaranteed Obligation (the “Claiming Guarantor”) shall not have been fully indemnified by the applicable Primary Obligor as provided in Section 7(a) hereof, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment, in each case multiplied by a fraction of which the numerator shall be the net worth of such Contributing Guarantor on the date hereof and the denominator shall be the aggregate net worth of all the Subsidiary Guarantors on the date hereof (or, in the case of any Subsidiary Guarantor becoming a party hereto pursuant to Section 5.09 of the Deferred Payment Agreement, the date of the supplement hereto executed and delivered by such Subsidiary Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 7(b) shall be subrogated to the rights of such Claiming Guarantor under Section 7(a) hereof to the extent of such payment. The provisions of this Section 7(b) shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable), and each Subsidiary Guarantor shall remain liable to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable) for the full amount guaranteed by such Subsidiary Guarantor hereunder.

(c) Subordination, etc. Notwithstanding any provision of this Guaranty to the contrary, all rights of the Subsidiary Guarantors under Sections 7(a) and 7(b) and all other rights of indemnity, contribution or subrogation of any Subsidiary Guarantor under applicable law or otherwise shall be fully subordinated to the Guaranteed Obligations until the occurrence of the Termination Date. Notwithstanding any payment or payments made by any of the Subsidiary Guar-

antors hereunder or any set-off or appropriation or application of funds of any of the Subsidiary Guarantors by the Opioid Trust (or any of its successors and assigns, in part or in whole), no Subsidiary Guarantor shall be entitled to be subrogated to any of the rights of the Opioid Trust (or any of its successors and assigns, in part or in whole) against any Primary Obligor or any other Subsidiary Guarantor or any collateral security or guarantee or right of set-off held by the Opioid Trust (or any of its successors and assigns, in part or in whole) for the payment of the Guaranteed Obligations until the Termination Date shall have occurred, nor shall any Subsidiary Guarantor seek or be entitled to seek any contribution or reimbursement from any Primary Obligor or any other Subsidiary Guarantor in respect of payments made by such Subsidiary Guarantor hereunder until the Termination Date shall have occurred. If any amount shall be paid to any Subsidiary Guarantor on account of such subrogation rights at any time prior to the Termination Date of the Guaranteed Obligations, such amount shall be held by such Subsidiary Guarantor in trust for the Opioid Trust (and its successors and assigns, in part or in whole), segregated from other funds of such Subsidiary Guarantor, and shall, forthwith upon receipt by such Subsidiary Guarantor, be paid to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable) to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Deferred Payment Agreement. No failure on the part of any Primary Obligor or any Subsidiary Guarantor to make the payments required by Sections 7(a) and 7(b) (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Primary Obligor with respect to the Obligations or any Subsidiary Guarantor with respect to its obligations hereunder, and each Primary Obligor shall remain liable for the full amount of the Obligations and each Subsidiary Guarantor shall remain liable for the full amount of the obligations of such Subsidiary Guarantor hereunder. The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Subsidiary Guarantor or Subsidiary Guarantors to which such contribution and indemnification is owing.

Notwithstanding anything to the contrary contained above, upon the sale of all of the Equity Interests of any Subsidiary Guarantor and the release of such Subsidiary Guarantor from the provisions hereof (whether by the Opioid Trust (and its successors and assigns, in part or in whole) in connection with an exercise of their remedies or in accordance with the relevant provisions of the Deferred Payment Agreement), then any indemnification and contribution obligations otherwise provided above in this Section 7 with respect to the Subsidiary Guarantor which was so released shall terminate and be of no further force and effect, and if any other Subsidiary Guarantors have theretofore made payments hereunder with respect to the Guaranteed Obligations which have not yet been reimbursed in full, then any amount which would have otherwise been payable under this Section 7 by the Subsidiary Guarantor which has been released herefrom shall be reallocated to the remaining Subsidiary Guarantors based on their respective net worths as re-determined on such date.

## **8. GOVERNING LAW**

THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS GUARANTY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

**9. JURISDICTION; CONSENT TO SERVICE OF PROCESS**

(a) Each party hereto irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any other party hereto or any Affiliate thereof, in any way relating to this Guaranty or the transactions relating hereto, in any forum other than the courts of the State of New York sitting in New York County, Borough of Manhattan, and of the United States District Court of the Southern District of New York, and the Bankruptcy Court, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court or Bankruptcy Court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Guaranty in any court referred to in paragraph (a) of this Section 9. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Guaranty irrevocably consents to service of process in the manner provided for notices in Section 6(d). Nothing in this Guaranty will affect the right of any party to this Guaranty to serve process in any other manner permitted by law.

(d) Each Subsidiary Guarantor organized outside of the United States or any State thereof (each of the foregoing, a "Non-U.S. Subsidiary Guarantor") hereby irrevocably and unconditionally appoints ST Shared Services LLC, with an office on the date hereof at 675 McDonnell Blvd., Hazelwood, MO 63042, and its successors hereunder (the "Process Agent"), as its agent to receive on behalf of such Non-U.S. Subsidiary Guarantor and its property all writs, claims, process and summonses in any action or proceeding brought against it in the State of New York. Such service may be made by mailing or delivering a copy of such process to the applicable Non-U.S. Subsidiary Guarantor in care of the Process Agent at the address specified above for the Process Agent, and each such Non-U.S. Subsidiary Guarantor irrevocably authorizes and directs the Process Agent to accept such service on its behalf. Failure by the Process Agent to give notice to a Non-U.S. Subsidiary Guarantor or failure of a Non-U.S. Subsidiary Guarantor to receive notice of such service of process shall not impair or affect the validity of such service on the Process Agent or such Non-U.S. Subsidiary Guarantor, or of any judgment based thereon. Each Non-U.S. Subsidiary Guarantor covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the delegation of the Process Agent above in full force and effect, and to cause the Process Agent to act as such. Nothing herein shall in any way be deemed to limit the ability to serve any such writs, process or summonses in any other manner permitted by applicable law.

**10. WAIVER OF JURY TRIAL**

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS GUARANTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.

**11. [RESERVED]**

**12. ADDITIONAL SUBSIDIARIES**

Upon execution and delivery by any direct or indirect Subsidiary of the Parent that is required to become a party hereto by Section 5.09 of the Deferred Payment Agreement (or that is referred to in the definition of Subsidiary Loan Party in the Deferred Payment Agreement) of a Guaranty Supplement, such Subsidiary shall become a Subsidiary Guarantor hereunder with the same force and effect as if originally named as a Subsidiary Guarantor herein. The execution and delivery of any such instrument shall not require the consent of any other party to this Guaranty. The rights and obligations of each party to this Guaranty shall remain in full force and effect notwithstanding the addition of any new party to this Guaranty. Each reference to “Subsidiary Guarantor” in this Guaranty shall be deemed to include such Subsidiary.

**13. AGENCY OF PRIMARY OBLIGOR FOR GUARANTORS**

Each of the Subsidiary Guarantors hereby appoints each of the Primary Obligors as its agent for all purposes relevant to the Settlement Documents, including the giving and receipt of notices and the execution and delivery of all documents, instruments and certificates contemplated herein and therein and all modifications hereto and thereto.

**14. SWISS GUARANTEE LIMITATION**

(a) If and to the extent that the guarantee granted by or any Subsidiary Guarantor incorporated under the laws of Switzerland (for the purpose of this Section 15, each a “Swiss Guarantor”) under this Guaranty guarantees or otherwise secures obligations other than obligations of one of its direct or indirect subsidiaries (i.e. obligations of such Swiss Guarantor’s direct or indirect parent companies (up-stream liabilities) or sister companies (cross-stream liabilities)) (the “Restricted Obligations”) and that the making of a payment in fulfilling the guarantee obligations under this Guaranty with respect to Restricted Obligations would under Swiss corporate law, at the time payment is due, not be permitted (i.e. to the extent that complying with the Restricted Obligations would constitute a repayment of capital of the Swiss Guarantor, a violation of the legally protected reserves of the Swiss Guarantor or would otherwise be restricted under

Swiss corporate law then applicable), then such obligations and payment amount shall from time to time be limited to the amount permitted to be paid under Swiss corporate law; provided that such limited amount shall at no time be less than such Swiss Guarantor's freely distributable capital (presently being the balance sheet profits and any reserves available, including, without limitation, *Kapitaleinlagereserven*, available for distribution as dividends to the shareholders of the Swiss Guarantors) at the time or times payment under or pursuant to this Guaranty is requested from such Swiss Guarantor, and further provided that such limitation (as may apply from time to time or not) shall not (generally or definitively) release such Swiss Guarantor from payment obligations hereunder in excess thereof, but merely postpone the payment date therefore until such times as payment is again permitted notwithstanding such limitation. Any and all indemnities and guarantees contained in the Settlement Documents shall be construed in a manner consistent with this Section 14.

(b) If a Swiss Guarantor must make a payment in respect of Restricted Obligations under this Guaranty and is obliged to withhold Swiss withholding tax (*Schweizer Verrechnungsteuer*) in respect of such payment, such Swiss Guarantor shall:

(i) procure that such payments can be made without deduction of Swiss withholding tax, or with deduction of Swiss withholding tax at a reduced rate, by discharging the liability to such tax by notification pursuant to applicable law (including double tax treaties) rather than payment of the tax;

(ii) if the notification procedure pursuant to sub-paragraph (i) above does not apply, deduct Swiss withholding tax at the rate of 35% (or such other rate as in force from time to time), or if the notification procedure pursuant to sub-paragraph (i) above applies for a part of the Swiss withholding tax only, deduct Swiss withholding tax at the reduced rate resulting after the discharge of part of such tax by notification under applicable law, from any payment made by it in respect of Restricted Obligations and promptly pay any such taxes to the Swiss Federal Tax Administration (*Eidgenössische Steuerverwaltung*);

(iii) notify the Opioid Trust that such notification, or as the case may be, deduction has been made and provide the Opioid Trust with evidence that such a notification of the Swiss Federal Tax Administration has been made or, as the case may be, such taxes deducted have been paid to the Swiss Federal Tax Administration;

(iv) in the case of a deduction of Swiss withholding tax:

(A) use its best efforts to ensure that any person (other than the Opioid Trust (or any of its successors and assigns, in part or in whole)) which is entitled to a full or partial refund of the Swiss withholding tax deducted from such payment in respect of Restricted Obligations, will, as soon as possible after such deduction (A) request a refund of the Swiss withholding tax under applicable law (including tax treaties) and (B) pay to the Opioid Trust (and its successors and assigns, in part or in whole) upon receipt any amounts so refunded; and

(B) if the Opioid Trust (or any of its successors and assigns, in part or in whole) is entitled to a full or partial refund of the Swiss withholding tax de-

ducted from such payment, and if requested by the Opioid Trust, shall provide the Opioid Trust (on its behalf or on behalf of such successors and assigns, as applicable) those documents that are required by law and applicable tax treaties to be provided by the payer of such tax, for the Opioid Trust or such successors and assigns, to prepare a claim for refund of Swiss withholding tax.

(c) If a Swiss Guarantor is obliged to withhold Swiss withholding tax in accordance with paragraph (b) above, the Opioid Trust (and its successors and assigns, in part or in whole) shall be entitled to further enforce the guarantee and any other indemnity granted by such Swiss Guarantor under this Guaranty and apply proceeds therefrom against the Restricted Obligations up to an amount which is equal to that amount which would have been obtained if no withholding of Swiss withholding tax were required, whereby such further enforcements shall always be limited to the maximum amount of the freely distributable reserves of such Swiss Guarantor as set out in paragraph (a) above.

(d) If and to the extent requested by the Opioid Trust upon the occurrence of an Event of Default which is continuing, to the extent required under Swiss mandatory law (with regards to restricting distributions) applicable at the relevant time, in order to allow the Opioid Trust (and its successors and assigns, in part or in whole) to obtain a maximum benefit under this Guaranty, the Swiss Guarantor shall, and any parent company of such Swiss Guarantor being a party to this Guaranty shall procure that such Swiss Guarantor will, promptly implement all such measures and/or promptly procure the fulfilment of all prerequisites allowing it to promptly make the (requested) payment(s) hereunder from time to time, including the following:

- (i) preparation of an up-to-date audited balance sheet of the Swiss Guarantor;
- (ii) obtain a confirmation of the auditors of the Swiss Guarantor confirming the maximum amount of the freely distributable reserves;
- (iii) approval by a shareholders' meeting of the Swiss Guarantor of the (resulting) distribution;
- (iv) to the extent permitted by applicable law write up or realize any of the Swiss Guarantor's assets that are shown in its balance sheet with a book value that is significantly lower than the market value of the assets, in case of realization, however, only if such assets are not necessary for the Swiss Guarantor's business (*nicht betriebsnotwendig*); and
- (v) all such other measures absolutely necessary to allow the Swiss Guarantor to make the payments and perform the obligations hereunder with a minimum of limitations.

## **15. LUXEMBOURG GUARANTEE LIMITATION**

Notwithstanding any provision to the contrary in any Settlement Document, the maximum liability of any Guarantor which is incorporated or established in Luxembourg (the “**Luxembourg Guarantor**”) under the Guarantee together with any similar guarantee or indemnity obligation of that Luxembourg Guarantor under or in connection with any agreement governing any Indebtedness for the obligations of any Guarantor which is not a direct or indirect subsidiary

of the Luxembourg Guarantor shall be limited to an amount not exceeding the greater of (without double counting):

- (i) 85 per cent of that Luxembourg Guarantor's own funds (*capitaux propres*) as referred to in Annex I to the Grand-Ducal Regulation dated 18 December 2015 setting out the form and content of the presentation of the balance sheet and profit and loss account, enforcing the Luxembourg act of 19 December 2002 concerning the trade and companies register and the accounting and annual accounts of undertakings, as amended (the "**Regulation**") as increased by the amount of any Subordinated Indebtedness, each as reflected in that Luxembourg Guarantor's most recent financial statements available to the Lenders as at the date of this Agreement; or
  - (ii) 85 per cent of that Luxembourg Guarantor's own funds (*capitaux propres*) as referred to in the Regulation as increase by the amount of any Subordinated Indebtedness, each as reflected in that Luxembourg Guarantor's most recent financial statements available to the Lenders at the time the guarantee is called.
- (b) The limitations in paragraph (a) above shall not apply to any amounts borrowed by, or made available to, the applicable Luxembourg Guarantor or any of its direct or indirect present or future subsidiaries under any Indebtedness (or any document entered into in connection therewith):
- (c) The obligations and liabilities of any Luxembourg Guarantor under the Settlement Documents shall not include any obligation or liability, which, if incurred, would constitute:
- (i) a misuse of the corporate assets as defined in article 1500-11 of the Luxembourg Act dated 10 August 1915 concerning commercial companies, as amended (the "**Companies Act 1915**") or any other law or regulation having the same effect as interpreted by Luxembourg courts; or
  - (ii) a breach of the prohibitions on the provision of financial assistance as referred to in article 430-19 of the Companies Act 1915 or any other law or regulation having the same effect as interpreted by Luxembourg courts.

## 16. **IRISH AND GENERAL GUARANTEE LIMITATION**

Notwithstanding any provision to the contrary in any Settlement Document, the Guaranteed Obligations shall not include any Guarantee to the extent that such Guarantee would result in this Guaranty constituting unlawful financial assistance within the meaning of section 82 or a breach of section 239 of the Irish Companies Act 2014 (as amended) or any equivalent and applicable provisions under the laws of any other relevant jurisdiction.

**17. JUDGMENT CURRENCY**

If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from any Subsidiary Guarantor hereunder in the currency expressed to be payable herein (the “specified currency”) into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable) could purchase the specified currency with such other currency on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of each Subsidiary Guarantor in respect of any sum due hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable) of any sum adjudged to be so due in such other currency the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable) may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable) in the specified currency, each Subsidiary Guarantor agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Opioid Trust (and its successors and assigns, in part or in whole) against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable) in the specified currency, the Opioid Trust (and its successors and assigns, in part or in whole) agrees, by accepting the benefits hereof, to remit such excess to such Subsidiary Guarantor.

*[remainder of page intentionally left blank; signature pages follow]*

**IN WITNESS WHEREOF**, each of the undersigned has caused this Guaranty to be executed and delivered as of the date first above written.

**MALLINCKRODT INTERNATIONAL FINANCE  
S.A.**

By:   
\_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Director

**MALLINCKRODT ARD HOLDINGS LIMITED**

By:   
Name: Bryan M. Reasons  
Title: Director

**MALLINCKRODT ENTERPRISES UK LIMITED**

By:   
Name: Bryan M. Reasons  
Title: Director

**MALLINCKRODT PHARMACEUTICALS LIMITED**

By:   
Name: Bryan M. Reasons  
Title: Director

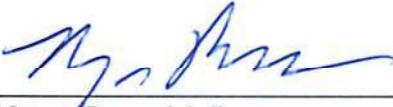
**MALLINCKRODT UK LTD**

By:   
Name: Bryan M. Reasons  
Title: Director

**MKG MEDICAL UK LTD**

By:   
Name: Bryan M. Reasons  
Title: Director

**MUSHI UK HOLDINGS LIMITED**

By:   
Name: Bryan M. Reasons  
Title: Director

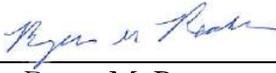
**MALLINCKRODT UK FINANCE LLP  
acting by MALLINCKRODT  
PHARMACEUTICALS LIMITED**

By:   
Name: Bryan M. Reasons  
Title: Director

**ACTHAR IP UNLIMITED COMPANY  
MALLINCKRODT ARD IP UNLIMITED  
COMPANY  
MALLINCKRODT HOSPITAL PRODUCTS IP  
UNLIMITED COMPANY  
MALLINCKRODT BUCKINGHAM UNLIMITED  
COMPANY  
MALLINCKRODT IP UNLIMITED COMPANY  
MALLINCKRODT PHARMA IP TRADING  
UNLIMITED COMPANY  
MALLINCKRODT WINDSOR IRELAND  
FINANCE UNLIMITED COMPANY**

By:   
Name: Bryan M. Reasons  
Title: Director

**MALLINCKRODT INTERNATIONAL HOLDINGS  
S.À R.L.  
MALLINCKRODT LUX IP S.À R.L.  
MALLINCKRODT QUINCY S.À R.L.  
MALLINCKRODT WINDSOR S.À R.L.**

By:   
Name: Bryan M. Reasons  
Title: Manager

**MALLINCKRODT PHARMACEUTICALS  
IRELAND LIMITED**

By: \_\_\_\_\_  
Name: Mark Casey  
Title: Director

**MALLINCKRODT PETTEN HOLDINGS B.V.**

By: \_\_\_\_\_  
Name: Alesdair John Fenlon  
Title: Director

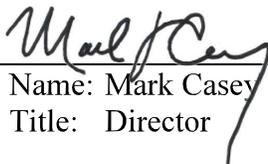
**MALLINCKRODT APAP LLC  
MALLINCKRODT ARD FINANCE LLC  
MALLINCKRODT ENTERPRISES HOLDINGS,  
INC.  
MALLINCKRODT ENTERPRISES LLC  
MALLINCKRODT EQUINOX FINANCE LLC  
MALLINCKRODT LLC  
SPECGX LLC  
SPECGX HOLDINGS LLC  
WEBSTERGX HOLDCO LLC**

By: \_\_\_\_\_  
Name: Stephen A. Welch  
Title: President

**MALLINCKRODT INTERNATIONAL HOLDINGS  
S.À R.L.  
MALLINCKRODT LUX IP S.À R.L.  
MALLINCKRODT QUINCY S.À R.L.  
MALLINCKRODT WINDSOR S.À R.L.**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Manager

**MALLINCKRODT PHARMACEUTICALS  
IRELAND LIMITED**

By:  \_\_\_\_\_  
Name: Mark Casey  
Title: Director

**MALLINCKRODT PETTEN HOLDINGS B.V.**

By: \_\_\_\_\_  
Name: Alesdair John Fenlon  
Title: Director

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MALLINCKRODT ARD FINANCE LLC  
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MALLINCKRODT LLC  
SPECGX LLC  
SPECGX HOLDINGS LLC  
WEBSTERGX HOLDCO LLC**

By:  \_\_\_\_\_  
Name: Stephen A. Welch  
Title: President

**IMC EXPLORATION COMPANY  
INFACARE PHARMACEUTICAL CORPORATION  
INO THERAPEUTICS LLC  
LUDLOW LLC  
MAK LLC  
MALLINCKRODT ARD HOLDINGS INC.  
MALLINCKRODT ARD LLC  
MALLINCKRODT BRAND PHARMACEUTICALS  
LLC  
MALLINCKRODT CRITICAL CARE FINANCE  
LLC  
MALLINCKRODT HOSPITAL PRODUCTS INC.  
MALLINCKRODT MANUFACTURING LLC  
MALLINCKRODT US HOLDINGS LLC  
MALLINCKRODT US POOL LLC  
MALLINCKRODT VETERINARY, INC.  
MCCH LLC  
MEH, INC.  
MHP FINANCE LLC  
MNK 2011 LLC  
OCERA THERAPEUTICS, INC.  
PETTEN HOLDINGS INC.  
ST OPERATIONS LLC  
ST SHARED SERVICES LLC  
ST US HOLDINGS LLC  
ST US POOL LLC  
STRATATECH CORPORATION  
SUCAMPO HOLDINGS INC.  
SUCAMPO PHARMA AMERICAS LLC  
SUCAMPO PHARMACEUTICALS LLC  
THERAKOS, INC.  
VTESSE LLC**

By:   
Name: Stephen A. Welch  
Title: Assistant Secretary

Exhibit A  
to the Subsidiary Guarantee Agreement

**SUPPLEMENT NO. \_\_**  
**TO SUBSIDIARY GUARANTEE AGREEMENT**

SUPPLEMENT NO. \_\_, dated as of \_\_\_\_\_, \_\_\_\_ (as amended, restated, supplemented or otherwise modified from time to time, this “Supplement”), to the Subsidiary Guarantee Agreement, dated as of June 16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty”), by and among MALLINCKRODT LLC, a Delaware limited liability company (“MLLC”), SPECGX HOLDINGS LLC, a New York limited liability company (“SpecGx Holdings”), SPECGX LLC, a Delaware limited liability company (“SpecGx”), and each other Subsidiary listed on the signature page thereof and each other Subsidiary that became a party thereto after the date thereof (together with MLLC, SpecGx Holdings and SpecGx, the “Existing Guarantors”).

A. Reference is made to the Opioid Deferred Cash Payments Agreement, dated as of June 16, 2022 (as amended, supplemented, waived or otherwise modified from time to time, the “Deferred Payment Agreement”), among Mallinckrodt plc, a public limited company incorporated in Ireland with registered number 522227 (the “Parent”), MLLC, SpecGx Holdings and SpecGx (collectively, together with the Parent, the “Primary Obligors”), and the Opioid Trust (as defined in the Deferred Payment Agreement), which has been approved by the Bankruptcy Court (as defined in the Deferred Payment Agreement) and incorporated into the Confirmation Order (as defined in the Deferred Payment Agreement).

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Deferred Payment Agreement.

C. Each Existing Guarantor has entered into the Guaranty in order to induce the Opioid Trust to execute the Deferred Payment Agreement and/or to comply with its obligations under the Deferred Payment Agreement. Section 12 of the Guaranty provides that additional Subsidiaries may become Subsidiary Guarantors (as defined in the Guaranty) under the Guaranty by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary of the Parent (the “New Subsidiary”) is executing this Supplement in accordance with the requirements of the Deferred Payment Agreement to become a Subsidiary Guarantor under the Guaranty.

Accordingly, the New Subsidiary agrees as follows:

SECTION 1. In accordance with Section 12 of the Guaranty, the New Subsidiary by its signature below becomes a Subsidiary Guarantor under the Guaranty with the same force and effect as if originally named therein as a Subsidiary Guarantor and the New Subsidiary hereby agrees to all the terms and provisions of the Guaranty applicable to it as a Subsidiary Guarantor thereunder. In furtherance of the foregoing, the New Subsidiary does hereby guarantee to the Opioid Trust (and its successors and assigns, in part or in whole) the due and punctual payment of the Guaranteed Obligations (as defined in the Guaranty) as set forth in the Guaranty. Each reference

to a “Subsidiary Guarantor” in the Guaranty and in this Supplement shall be deemed to include the New Subsidiary. The Guaranty is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants (as to itself) to the Opioid Trust (and its successors and assigns, in part or in whole) that each of the representations and warranties set forth in Section 2 of the Guaranty are true and correct in all respects as of the date hereof.

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. This Supplement shall become effective when the Opioid Trust shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary. Delivery of an executed counterpart to this Supplement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 4. Except as expressly supplemented hereby, the Guaranty shall remain in full force and effect.

**SECTION 5. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guaranty shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 6(d) of the Guaranty.

SECTION 8. The New Subsidiary agrees to reimburse the Opioid Trust for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented fees, disbursements and other charges of counsel to the Opioid Trust.

*[remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF**, the New Subsidiary has duly executed this Supplement to the Guaranty as of the day and year first above written.

[Name of New Subsidiary]

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT C**

**Blackline of Opioid Deferred Cash Payments Agreement**

## OPIOID DEFERRED CASH PAYMENTS AGREEMENT

OPIOID DEFERRED CASH PAYMENTS AGREEMENT dated as of June 16, 2022 (this “Agreement”), among MALLINCKRODT PLC, a public limited company incorporated in Ireland with registered number 522227 (the “Parent”), MALLINCKRODT LLC, a Delaware limited liability company (“MLLC”), SPECGX HOLDINGS LLC, a New York limited liability company (“SpecGx Holdings”), SPECGX LLC, a Delaware limited liability company (“SpecGx”), and the Opioid Master Disbursement Trust II established pursuant to the terms of the Plan of Reorganization (as defined below) (the “Opioid Trust”).

WHEREAS, the Parent and certain of the Parent’s direct and indirect subsidiaries (collectively, the “Debtors”)-(a) are operating as debtors-in-possession pursuant to voluntary cases commenced under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), which are jointly administered under Case No. 20-12522 (JTD) (the “Chapter 11 Cases”);

WHEREAS, the Bankruptcy Court has confirmed the *Fourth Amended Plan of Reorganization (With Technical Modifications) of Mallinckrodt plc and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. 6510] (as amended, supplemented or otherwise modified from time to time, including by the Confirmation Order, and together with all exhibits and schedules thereto, the “Plan of Reorganization”) pursuant to the *Findings of Fact, Conclusions of Law, and Order Confirming Fourth Amended Joint Plan of Reorganization (With Technical Modifications) of Mallinckrodt plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* entered on March 2, 2022 [Docket No. 6660] (as amended, supplemented or otherwise modified from time to time, the “Confirmation Order”);

WHEREAS, pursuant to the Plan of Reorganization and the Confirmation Order, the Primary Obligors (as defined below) are required to pay to the Opioid Trust (as defined below) (and its successors and assigns, in part or in whole, as applicable) certain Opioid Deferred Cash Payments (as defined below), subject to certain Opioid Deferred Cash Payments Terms (as defined in the Plan of Reorganization);

WHEREAS, this Agreement and the other Settlement Documents set forth such Opioid Deferred Cash Payments Terms;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I  
DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below:

“Adjusted Consolidated EBITDA” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis for any period, the Consolidated Net Income of the Parent and the Subsidiaries for such period plus

(a) the sum of, without duplication, in each case, to the extent deducted in or otherwise reducing Consolidated Net Income for such period:

(i) provision for taxes based on income, profits or capital of the Parent and the Subsidiaries for such period, without duplication, including, without limitation, state franchise and similar taxes, and foreign withholding taxes (including penalties and interest related to taxes or arising from tax examination); plus

(ii) (x) Interest Expense of the Parent and the Subsidiaries for such period and (y) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock of any Subsidiary of Parent or any Disqualified Stock of the Parent and its Subsidiaries; plus

(iii) depreciation, amortization (including amortization of intangibles, deferred financing fees and actuarial gains and losses related to pensions and other post-employment benefits, but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash expenses (excluding any such non-cash charges or expenses to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of the Parent and the Subsidiaries for such period; plus

(iv) any costs or expenses incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Parent or net cash proceeds of an issuance of Equity Interests of the Parent (other than Disqualified Stock) solely to the extent that such net cash proceeds are excluded from the calculation of the Available Amount; plus

(v) any non-cash losses related to non-operational hedging, including, without limitation, resulting from hedging transactions for interest rate or currency exchange risks associated with this Agreement, the Takeback Term Loans or the Existing Secured Notes; minus

(b) the sum of, without duplication, in each case, to the extent added back in or otherwise increasing Consolidated Net Income for such period:

(i) non-cash items increasing such Consolidated Net Income for such period (excluding the recognition of deferred revenue or any non-cash items which represent the reversal of any accrual of, or reserve for, anticipated cash charges in any prior period and any items for which cash was received in any prior period); plus

(ii) any non-cash gains related to non-operational hedging, including, without limitation, resulting from hedging transactions for interest rate or currency exchange risks associated with this Agreement, the Takeback Term Loans or the Existing Secured Notes;

in each case, on a consolidated basis and determined in accordance with Applicable Accounting Principles.

Notwithstanding the preceding, the provision for taxes based on the income or profits of, the Interest Expense of, the depreciation and amortization and other non-cash expenses or non-cash items of, and the restructuring charges or expenses of, a Subsidiary (other than any Wholly Owned Subsidiary) of the Parent will be added to (or subtracted from, in the case of non-cash items described in clause (b) above) Consolidated Net Income to compute Adjusted Consolidated EBITDA, (A) in the same proportion that the Net Income of such Subsidiary was added to compute such Consolidated Net Income of the Parent, and (B) only to the extent that a corresponding amount of the Net Income of such Subsidiary would be permitted at the date of determination to be dividended or distributed to the Parent by such Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Subsidiary or its stockholders.

“Affiliate” shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified.

“Agreed Guarantee Principles” means the Agreed Guarantee Principles set forth on Schedule 1.01(A).

“Agreement” shall have the meaning assigned to such term in the Preamble hereto.

“Applicable Accounting Principles” shall mean, for any period, the accounting principles applied as provided in Section 1.02.

“Applicable CTA Percentage” shall mean, with respect to any basket, carve-out or exception set forth herein that is subject to a cap based upon the greater of a fixed amount (the “Fixed Component”) and a percentage of Consolidated Total Assets ~~(the “Growth Component”)~~, (a) from and after the delivery of the financial statements required by Section 5.04(b) with

respect to the fiscal quarter of the Parent ending on July 1, 2022 (the “Initial Post-Emergence Financials”), a fraction expressed as a percentage (rounded to the nearest tenth of a percent) the numerator of which is the Fixed Component of such basket, carve-out or exception and the denominator of which is the Consolidated Total Assets (determined based upon the Initial Post-Emergence Financials and, notwithstanding the last sentence of the definition of Consolidated Total Assets, without giving pro forma effect to any event or circumstance described in the definition of Pro Forma Basis that occurs after July 1, 2022), and (b) prior to delivery of the Initial Post-Emergence Financials, 0.0%.

“Applicable Period” shall mean an Excess Cash Flow Period or an Excess Cash Flow Interim Period, as the case may be.

“Approval Order” shall have the meaning assigned to such term in Section 3.01(c).

“Asset Sale” shall mean (x) any Disposition (including any sale and leaseback of assets and any mortgage or lease of Real Property) to any person (including to a Divided LLC pursuant to a Division) of, any asset or assets of the Parent or any Subsidiary and (y) any sale of any Equity Interests by any Subsidiary to a person other than the Parent or a Subsidiary.

“Attributable Receivables Indebtedness” shall mean the principal amount of Indebtedness (other than any Indebtedness subordinated in right of payment owing by a Receivables Entity to a Receivables Seller or a Receivables Seller to another Receivables Seller in connection with the transfer, sale and/or pledge of Permitted Receivables Facility Assets) which (i) if a Qualified Receivables Facility is structured as a secured lending agreement or other similar agreement, constitutes the principal amount of such Indebtedness or (ii) if a Qualified Receivables Facility is structured as a purchase agreement or other similar agreement, would be outstanding at such time under such Qualified Receivables Facility if the same were structured as a secured lending agreement rather than a purchase agreement or such other similar agreement.

“Available Amount” shall mean, as at any time of determination, an amount, not less than zero in the aggregate, determined on a cumulative basis, equal to, without duplication:

- (a) \$50 million, plus
- (b) 50% of the Cumulative Retained Excess Cash Flow Amount on such date of determination (without duplication of any component of such amount included in the definition of Cumulative Parent Qualified Equity Proceeds Amount), plus
- (c) the aggregate amount of proceeds received after the Effective Date and prior to such date of determination that would have constituted Net Proceeds had they exceeded the threshold amounts required to qualify as Net Proceeds (the “Below-Threshold Asset Sale Proceeds”), plus
- (d) [reserved,] plus

(e) the Cumulative Parent Qualified Equity Proceeds Amount on such date of determination, minus

(f) the cumulative amount of Investments made with the Available Amount from and after the Effective Date and on or prior to such time, minus

(g) the cumulative amount of Restricted Payments made with the Available Amount or the Cumulative Parent Qualified Equity Proceeds Amount from and after the Effective Date and on or prior to such time (without duplication of any such amount subtracted pursuant to the definition of Cumulative Parent Qualified Equity Proceeds Amount);

provided, however, for purposes of determining the amount of Available Amount available for Restricted Payments, the calculation of the Available Amount shall not include any Below-Threshold Asset Sale Proceeds.

“Bankruptcy Code” shall mean Title 11 of the United States Code entitled “Bankruptcy,” as now or hereafter in effect, and any successor thereto.

“Bankruptcy Law” shall mean Title 11 of the United States Code, or any similar Federal, state or foreign law for the relief of debtors.

“Beneficiaries” shall mean (a) each of the NOAT II, TAFT II, Third-Party Payor Trust, PI Trust, Hospital Trust, NAS Monitoring Trust, Emergency Room Physicians Trust and the Future Claimants’ Representative (as each term is defined in the Plan of Reorganization) and (b) their respective directors, trustees, officers, employees, agents and advisors.

“Board” shall mean the Board of Governors of the Federal Reserve System of the United States of America.

“Board of Directors” shall mean, as to any person, the board of directors, the board of managers, the sole manager or other governing body of such person, or if such person is owned or managed by a single entity, the board of directors or other governing body of such entity.

“Budget” shall have the meaning assigned to such term in Section 5.04(e).

“Business Day” shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

“Capital Expenditures” shall mean, for any person in respect of any period, the aggregate of all expenditures incurred by such person during such period that, in accordance with Applicable Accounting Principles, are or should be included in “additions to property, plant or equipment” or similar items reflected in the statement of cash flows of such person; provided, however, that, Capital Expenditures for the Parent and the Subsidiaries shall not include:

(a) expenditures to the extent made with proceeds of the issuance of Qualified Equity Interests (other than Disqualified Stock) of the Parent or capital contributions to

the Parent or funds that would have constituted Net Proceeds under clause (a) of the definition of the term “Net Proceeds” (but that will not constitute Net Proceeds as a result of the first or second proviso to such clause (a)); provided that (i) this clause (a) shall exclude expenditures made with the proceeds from sales of Equity Interests financed as contemplated by Section 6.04(e)(iii), proceeds of Equity Interests used to make Investments pursuant to Section 6.04(p), proceeds of Equity Interests used to make a Restricted Payment in reliance on clause (x) of the proviso to Section 6.06(b) and (ii) such proceeds are not included in any determination of the Available Amount;

(b) expenditures of proceeds of insurance settlements, condemnation awards and other settlements in respect of lost, destroyed, damaged or condemned assets, equipment or other property to the extent such expenditures are made to replace or repair such lost, destroyed, damaged or condemned assets, equipment or other property or otherwise to acquire, maintain, develop, construct, improve, upgrade or repair assets or properties useful in the business of the Parent and the Subsidiaries to the extent such proceeds are not then required to be applied to prepay Indebtedness pursuant to Section 6.05;

(c) interest capitalized during such period;

(d) expenditures that are accounted for as capital expenditures of such person and that actually are paid for by a third party (excluding the Parent, the Primary Obligors or any Subsidiary) and for which none of the Parent, the Primary Obligors or any Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other person (whether before, during or after such period);

(e) the book value of any asset owned by such person prior to or during such period to the extent that such book value is included as a capital expenditure during such period as a result of such person reusing or beginning to reuse such asset during such period without a corresponding expenditure actually having been made in such period; provided that (i) any expenditure necessary in order to permit such asset to be reused shall be included as a Capital Expenditure during the period that such expenditure actually is made and (ii) such book value shall have been included in Capital Expenditures when such asset was originally acquired;

(f) the purchase price of equipment purchased during such period to the extent that the consideration therefor consists of any combination of (i) used or surplus equipment traded in at the time of such purchase, (ii) the proceeds of a concurrent sale of used or surplus equipment, in each case, in the ordinary course of business or (iii) assets Disposed of pursuant to Section 6.05(m);

(g) Investments in respect of a Permitted Business Acquisition; or

(h) the purchase of property, plant or equipment made with proceeds from any Asset Sale to the extent such proceeds are not then required to be applied to prepay Indebtedness pursuant to Section 6.05.

“Capital Markets Indebtedness” shall mean any Indebtedness consisting of bonds, debentures, notes or other similar debt securities issued in (a) a public offering registered under the Securities Act or (b) a private placement to institutional investors that is resold in accordance with Rule 144A or Regulation S of the Securities Act, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the SEC. The term Capital Markets Indebtedness, for the avoidance of doubt, shall not be construed to include (i) any Indebtedness issued to institutional investors in a direct placement of such Indebtedness that is not resold by an intermediary (it being understood that, without limiting the foregoing, a financing that is distributed to not more than ten Persons (provided that multiple managed accounts and affiliates of any such Persons shall be treated as one Person for the purposes of this definition) shall be deemed to be such a direct placement) or (ii) any Indebtedness under any credit agreement, commercial bank Indebtedness or similar Indebtedness, Capitalized Lease Obligation or recourse transfer of any financial asset or any other type of Indebtedness incurred in a manner not customarily viewed as a securities offering.

“Capitalized Lease Obligations” shall mean, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with Applicable Accounting Principles.

“Cash Interest Expense” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis for any period, Interest Expense for such period to the extent such amounts are paid in cash for such period, excluding, without duplication, in any event (a) pay-in-kind Interest Expense or other non-cash Interest Expense (including as a result of the effects of purchase accounting), (b) to the extent included in Interest Expense, the amortization of any financing fees paid by, or on behalf of, the Parent or any Subsidiary, including such fees paid in connection with the Transactions or upon entering into a Qualified Receivables Facility, and (c) the amortization of debt discounts, if any, or fees in respect of Hedging Agreements; provided, that Cash Interest Expense shall exclude any one time financing fees, including those paid in connection with the Transactions, or upon entering into a Qualified Receivables Facility or any amendment of this Agreement or the Takeback Term Loan Credit Agreement.

“Cash Management Agreement” shall mean any agreement to provide to the Parent, a Primary Obligor or any Subsidiary Settlement Party cash management services for collections, treasury management services (including controlled disbursement, overdraft, automated clearing house fund transfer services, return items and interstate depository network services), any demand deposit, payroll, trust or operating account relationships, commercial credit cards, merchant card, purchase or debit cards, non-card e-payables services, and other cash management services, including electronic funds transfer services, lockbox services, stop payment services and wire transfer services.

“Change in Law” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, or (b) any change in any law, rule, regulation or treaty or in the formal interpretation thereof by any Governmental Authority

“Change of Control” shall mean, at any time after the Effective Date, (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the Effective Date), ~~other than any of the Permitted Holders,~~ of Equity Interests representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Parent; provided that, for the avoidance of doubt, neither the Permitted Holders taken together nor any portion thereof shall be considered a “group” for purposes of this definition by reason of their participation in the Chapter 11 Cases (or any action taken in connection therewith), but excluding any actions taken by any Permitted Holders after the Closing Date, except as expressly contemplated by the Plan of Reorganization; (b) the Parent shall cease to own, directly or indirectly, 100% of the Equity Interests of the Lux Borrower or the Co-Borrower (or, if the Parent is a New Parent, of any person which previously constituted a Parent and continues to exist); or (c) occupation of a majority of the seats (other than vacant seats) on the Board of Directors of the Parent by persons who (i) were not members of the Board of Directors of the Parent on the Effective Date (after giving effect to the replacement of the Board of Directors ~~on~~of the Parent contemplated by the Plan of Reorganization) and (ii) whose election to the Board of Directors of the Parent or whose nomination for election by the stockholders of the Parent was not approved by a majority of the members of the Board of Directors of the Parent then still in office who were either members of the Board of Directors on the Effective Date (after giving effect to the replacement of the Board of Directors ~~on~~of the Parent contemplated by the Plan of Reorganization) or whose election or nomination for election was previously so approved. For purposes of this definition, any New Parent designated as such pursuant to Section 10.08 shall not be considered a “person” or “group” for purposes of clause (a) above; provided that (x) at the time such person became a New Parent (i) no “person” or “group”, ~~other than any of the Permitted Holders,~~ beneficially owned, directly or indirectly, more than 35% of the ordinary voting power represented by the issued and outstanding Equity Interests of such New Parent and (ii) the Board of Directors of the New Parent did not violate the requirements of immediately preceding clause (c) (with the first reference therein to “Parent” to be deemed to refer to “New Parent” and with references to the “Parent” in sub-clauses (i) and (ii) of said clause (c) to be deemed to be references to the person which was Parent immediately before the succession of the New Parent as the Parent) and (y) after any person becomes a New Parent in accordance with Section 10.08 and the preceding provisions of this sentence, all references above (except in sub-clause (c)(i) above) to the Parent shall be deemed to be references to the New Parent (as the successor Parent).

“Change of Control Triggering Event” means the occurrence of both (i) a Change of Control that is accompanied or followed by a downgrade of the Parent Rating as a result, or in anticipation, of a Change of Control within the applicable Ratings Decline Period by each Rating Agency (a “Ratings Decline”) and (ii) the Parent Rating on any day during such Ratings Decline Period is below the lower of the Parent Rating by such Rating Agency in effect (x) immediately preceding the first public announcement of the Change of Control (or occurrence thereof if such Change of Control occurs prior to public announcement) and (y) the Effective Date; provided,

however, that a Ratings Decline otherwise arising by virtue of a particular downgrade in rating will not be deemed to have occurred as a result of a particular Change of Control unless the applicable Rating Agency making the downgrade in rating to which this definition would otherwise apply announces or publicly confirms or informs the Opioid Trust in writing at the Parent's or its request that the downgrade was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the downgrade in rating).

“Co-Borrower” shall mean Mallinckrodt CB LLC, a Delaware limited liability company.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Commodity Exchange Act” shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Consolidated Debt” shall mean, as of any date of determination, the sum of (without duplication) all Indebtedness of the type set forth in clauses (a), (b), (e) (to the extent related to any Indebtedness that would otherwise constitute Consolidated Debt), (f), (h) (other than letters of credit, to the extent undrawn), (i) (other than bankers' acceptances to the extent undrawn), (j), (k) (to the extent related to any Indebtedness that would otherwise constitute Consolidated Debt) and (l) of the definition of “Indebtedness” of the Parent and the Subsidiaries determined on a consolidated basis on such date; provided, that the amount of any Indebtedness with respect to which the applicable obligors have entered into currency hedging arrangements shall be calculated giving effect to such currency hedging arrangements.

“Consolidated Net Income” shall mean, with respect to any person for any period, the aggregate Net Income of such person and its subsidiaries for such period, on a consolidated basis, in accordance with Applicable Accounting Principles; provided, however, that, without duplication:

(a) any net after-tax extraordinary, nonrecurring or unusual gains or losses (less all fees and expenses relating thereto) or expenses or charges, any severance expenses, relocation expenses, curtailments or modifications to pension and post-retirement employee benefit plans, excess pension charges, any expenses related to any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternate uses and fees, expenses or charges relating to new product lines, Milestone Payments under intellectual property licensing agreements, facilities closing or consolidation costs, acquisition integration costs, facilities opening costs, project start-up costs, business optimization costs, (including inventory optimization programs), systems establishment costs, contract termination costs, future lease commitments, other restructuring charges, reserves or expenses, signing, retention or completion bonuses, expenses or charges related to any issuance of Equity Interests, Investment, acquisition, disposition, recapitalization or issuance, repayment, refinancing, amendment or modification of Indebtedness (in each case, whether or not successful), and any fees,

expenses, charges, change in control payments or other payment obligations made in connection with, or related to, the Transactions shall be excluded;

(b) effects of purchase accounting adjustments (including the effects of such adjustments pushed down to such person and such Subsidiaries) in amounts required or permitted by Applicable Accounting Principles, resulting from the application of purchase accounting in relation to any consummated acquisition or the amortization or write-off of any amounts thereof, net of taxes, shall be excluded;

(c) the cumulative effect of a change in accounting principles (which shall in no case include any change in the comprehensive basis of accounting) during such period shall be excluded;

(d) (i) any net after-tax income or loss from disposed, abandoned, transferred, closed or discontinued operations, (ii) any net after-tax gain or loss on disposal of disposed, abandoned, transferred, closed or discontinued operations and (iii) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to business dispositions or asset dispositions other than in the ordinary course of business (as determined in good faith by the Parent) shall be excluded;

(e) any net after-tax gains or losses, or any subsequent charges or expenses (less all fees and expenses or charges relating thereto), attributable to the early extinguishment of Indebtedness, hedging obligations or other derivative instruments shall be excluded;

(f) the Net Income for such period of any person that is not a subsidiary of such person, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting (other than a guarantor), shall be included only to the extent of the excess (which shall not be less than \$0) of the amount of dividends or distributions or other payments actually paid in cash or cash equivalents (or to the extent converted into cash or cash equivalents) to the referent person or a Subsidiary thereof in respect of such period over the amount of all Investments made to such persons or such Unrestricted Subsidiaries during such period;

(g) solely for purposes of calculating the Available Amount, the Net Income for such period of any subsidiary of such person shall be excluded to the extent that the declaration or payment of dividends or similar distributions by such subsidiary of its Net Income is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such subsidiary or its equityholders, unless such restrictions with respect to the payment of dividends or similar distributions have been legally waived; provided that the Consolidated Net Income of such person shall be increased by the amount of dividends or other distributions or other payments actually paid in cash (or converted into cash) by any such subsidiary to such person or a

subsidiary (other than an Unrestricted Subsidiary) of such person (subject to the provisions of this clause (g)), to the extent not already included therein;

(h) any impairment charge or asset write-off and amortization of intangibles, in each case pursuant to Applicable Accounting Principles, shall be excluded; provided that in no event shall amortization of intangibles so excluded in any period of four consecutive fiscal quarters exceed the greater of \$20,000,000 and 10% of Consolidated Net Income for such period (before giving effect to such exclusion);

(i) any non-cash expense realized or resulting from stock option plans, employee benefit plans or post-employment benefit plans, or grants or sales of stock, stock appreciation or similar rights, stock options, restricted stock, preferred stock or other rights shall be excluded;

(j) any (i) non-cash compensation charges, (ii) costs and expenses after the Effective Date related to employment of terminated employees, or (iii) costs or expenses realized in connection with or resulting from stock appreciation or similar rights, stock options or other rights existing on the Effective Date of officers, directors and employees, in each case of such person or any of its subsidiaries, shall be excluded;

(k) accruals and reserves that are established or adjusted within 12 months after the Effective Date (excluding any such accruals or reserves to the extent that they represent an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) and that are so required to be established or adjusted in accordance with Applicable Accounting Principles or as a result of adoption or modification of accounting policies shall be excluded;

(l) the Net Income of any person and its Subsidiaries shall be calculated by deducting the income attributable to, or adding the losses attributable to, the minority equity interests of third parties in any non-Wholly Owned Subsidiary;

(m) any unrealized gains and losses related to currency remeasurements of Indebtedness, and any unrealized net loss or gain resulting from hedging transactions for interest rates, commodities or currency exchange risk, shall be excluded;

(n) to the extent covered by insurance and actually reimbursed, or, so long as such person has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (i) not denied by the applicable carrier in writing within 180 days and (ii) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business interruption shall be excluded; and

(o) non-cash charges for deferred tax asset valuation allowances shall be excluded (except to the extent reversing a previously recognized increase to Consolidated Net Income).

Consolidated Net Income presented in a currency other than Dollars will be converted to Dollars based on the average exchange rate for such currency during, and applied to, each fiscal quarter in the period for which Consolidated Net Income is being calculated.

“Consolidated Secured Net Debt” shall mean, as of any date of determination, (i) Consolidated Debt to the extent secured by Liens on all or any portion of the assets of the Parent or its Subsidiaries on such date (including, for the avoidance of doubt, Qualified Receivables Facility) less (ii) the Unrestricted Cash of the Parent and its Subsidiaries on such date. Notwithstanding anything to the contrary contained in this Agreement, all Indebtedness incurred pursuant to Section 6.01(v), and any Permitted Refinancing Indebtedness thereof (or successive Permitted Refinancing Indebtedness thereof) incurred under Section 6.01(v) (whether or not secured), shall be included as if secured by Liens as a component of Consolidated Secured Net Debt pursuant to clause (i) of the immediately preceding sentence; provided that any such Permitted Refinancing Indebtedness, if unsecured, shall not constitute a component of Consolidated Debt if, when incurred, such Indebtedness is independently permitted to be incurred under Section 6.01(p) (or is subsequently reclassified as outstanding thereunder).

“Consolidated Total Assets” shall mean, as of any date of determination, the total assets of the Parent and the Subsidiaries, determined on a consolidated basis in accordance with Applicable Accounting Principles, as set forth on the consolidated balance sheet of the Parent as of the last day of the Test Period ending immediately prior to such date for which financial statements of the Parent have been delivered (or were required to be delivered) pursuant to Section 5.04(a) or 5.04(b), as applicable (or, if prior to any such delivery, the Test Period ending April 1, 2022). Consolidated Total Assets shall be determined on a Pro Forma Basis.

“Consolidated Total Net Debt” shall mean, as of any date of determination, (i) Consolidated Debt on such date less (ii) the Unrestricted Cash of the Parent and its Subsidiaries on such date.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“Cooperation Agreement Information” shall have the meaning given to such term in Section 5.04(f).

“Cumulative Parent Qualified Equity Proceeds Amount” shall mean, at any time of determination, an amount equal to, without duplication ~~of amounts~~:

- (a) 100% of the aggregate net proceeds (determined in a manner consistent with the definition of “Net Proceeds”), including cash and the Fair Market Value of tangible assets other than cash, received by the Parent after the Effective Date from the issue or sale of its Qualified Equity Interests, including Qualified Equity Interests of the Parent issued upon conversion of Indebtedness or Disqualified Stock to the extent the

Parent or its Wholly Owned Subsidiaries had received such net proceeds of such Indebtedness or Disqualified Stock; plus

(b) 100% of the aggregate amount of contributions to the capital of the Parent (but not for Disqualified Stock) by its shareholders received in cash and the Fair Market Value of tangible assets other than cash after the Effective Date; plus

(c) 100% of the aggregate amount received by the Parent or its Wholly Owned Subsidiaries in cash and the Fair Market Value of assets (other than cash) received by the Parent or its Wholly Owned Subsidiaries that are Settlement Parties after the Effective Date from (without duplication of amounts, and without including the items described below to the extent same are already included in Excess Cash Flow):

(i) the sale or other disposition (other than to the Parent or any Subsidiary) of any Investment made by the Parent and its Subsidiaries and repurchases and redemptions of such Investment from the Parent and its Subsidiaries by any person (other than the Parent and its Subsidiaries) to the extent that (x) such Investment was justified as using a portion of the Available Amount pursuant to clause (Y) of Section 6.04(j) (and such Investment has not subsequently been reclassified as outstanding pursuant to another sub-clause or sub-section of Section 6.04) and (y) the Net Proceeds thereof are not required to be applied to prepay Indebtedness pursuant to Section 6.05;

(ii) the sale (other than to the Parent or a Subsidiary) of the Equity Interests of an Unrestricted Subsidiary to the extent that (x) the designation of such Unrestricted Subsidiary was justified as using a portion of the Available Amount pursuant to clause (Y) of Section 6.04(j) (and such Investment has not subsequently been reclassified as outstanding pursuant to another sub-clause or sub-section of Section 6.04) and (y) the Net Proceeds thereof are not required to be applied to prepay Indebtedness pursuant to Section 6.05; or

(iii) to the extent not included in the calculation of Consolidated Net Income for the relevant period, a distribution, dividend or other payment from an Unrestricted Subsidiary to the extent relating to any portion of the Investment therein made pursuant to sub-clause (Y) of Section 6.04(j) (and which has not been subsequently reclassified as outstanding pursuant to another sub-clause or sub-section of said Section 6.04); minus

(d) the cumulative amount of Restricted Payments made with the Cumulative Parent Qualified Equity Proceeds Amount from and after the Effective Date and on or prior to such time.

“Cumulative Retained Excess Cash Flow Amount” shall mean, at any date, an amount (which shall not be less than zero in the aggregate) determined on a cumulative basis equal to

(a) the aggregate cumulative sum of the Retained Percentage of Excess Cash Flow for all Excess Cash Flow Periods beginning after the Effective Date and ended prior to such date, plus

(b) for any Excess Cash Flow Interim Period occurring during the Excess Cash Flow Period in which the Effective Date occurs, ending prior to such date and beginning with the first full fiscal quarter after the Effective Date, an amount equal to the Retained Percentage of Excess Cash Flow for such Excess Cash Flow Interim Period, plus

(c) for any Excess Cash Flow Interim Period ended prior to such date but as to which the corresponding Excess Cash Flow Period has not ended, an amount equal to the Retained Percentage of Excess Cash Flow for such Excess Cash Flow Interim Period, minus

(d) the cumulative amount of all Retained Excess Cash Flow Overfundings as of such date.

“Current Assets” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis at any date of determination, the sum of (a) all assets (other than cash and Permitted Investments or other cash equivalents) that would, in accordance with Applicable Accounting Principles, be classified on a consolidated balance sheet of the Parent and the Subsidiaries as current assets at such date of determination, other than amounts related to current or deferred Taxes based on income or profits, and (b) in the event that a Qualified Receivables Facility is accounted for off balance sheet, (x) gross accounts receivable comprising part of the Permitted Receivables Facility Assets subject to such Qualified Receivables Facility less (y) collections against the amounts sold pursuant to clause (x).

“Current Liabilities” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis at any date of determination, all liabilities that would, in accordance with Applicable Accounting Principles, be classified on a consolidated balance sheet of the Parent and the Subsidiaries as current liabilities at such date of determination, other than (a) the current portion of any Indebtedness, (b) accruals of Interest Expense (excluding Interest Expense that is due and unpaid), (c) accruals for current or deferred Taxes based on income or profits, (d) accruals, if any, of transaction costs resulting from the Transactions, (e) accruals of any costs or expenses related to (i) severance or termination of employees prior to the Effective Date or (ii) bonuses, pension and other post-retirement benefit obligations, and (f) accruals for exclusions from Consolidated Net Income included in clause (a) of the definition of such term.

“Custodian” shall mean any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

“Debt Service” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis for any period, Cash Interest Expense for such period, plus scheduled principal amortization of Consolidated Debt for such period.

“Default” means any event or condition that upon notice, lapse or time or both would constitute an Event of Default.

“Designated Non-Cash Consideration” shall mean the Fair Market Value of non-cash consideration received by the Parent, any Primary Obligor or one of the Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of a Primary Obligor delivered to the Opioid Trust, setting forth such valuation and the basis therefor, less the amount of cash or cash equivalents received in connection with a subsequent disposition of such Designated Non-Cash Consideration.

“Disinterested Director” shall mean, with respect to any person and transaction, a member of the Board of Directors of such person who does not have any material direct or indirect financial interest in or with respect to such transaction.

“Dispose” or “Disposed of” shall mean to convey, sell, lease, sell and leaseback, assign, farm-out, transfer or otherwise dispose of any property, business or asset. The term “Disposition” shall have a correlative meaning to the foregoing.

“Disqualified Stock” shall mean, with respect to any person, any Equity Interests of such person that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled, mandatory payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Stock, in the case of each of the foregoing clauses (a), (b), (c) and (d), prior to the date that is ninety-one (91) days after the Latest Maturity Date in effect at the time of issuance thereof and except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale shall be subject to the prior repayment in full in cash of the Opioid Deferred Cash Payments and the Opioid Obligations that are accrued and payable (provided, that only the portion of the Equity Interests that so mature or are mandatorily redeemable, are so convertible or exchangeable or are so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock). Notwithstanding the foregoing: (i) any Equity Interests issued to any employee or to any plan for the benefit of employees of the Parent or the Subsidiaries or by any such plan to such employees shall not constitute Disqualified Stock solely because they may be required to be repurchased by the Parent in order to satisfy applicable statutory or regulatory obligations or as a result of such employee’s termination, death or disability and (ii) any class of Equity Interests of such person that by its terms authorizes such person to satisfy its obligations thereunder by delivery of Equity Interests that are not Disqualified Stock shall not be deemed to be Disqualified Stock.

“Divided LLC” means any Delaware LLC which has been formed as a consequence of a Division (excluding any dividing Delaware LLC that survives a Division).

“Division” means the statutory division of any Delaware LLC into two or more Delaware LLCs pursuant to Section 18-217 of the Delaware Limited Liability Company Act.

“DOJ Settlement” shall mean Federal/State Acthar Settlement (as defined in the Plan of [Reorganization](#)), as memorialized in the Federal/State Acthar Settlement Agreements (as defined in the Plan of Reorganization), as amended, supplemented or otherwise modified from time to time.

“Dollar Equivalent” shall mean, at any time, (a) with respect to any amount denominated in Dollars, such amount and (b) with respect to any amount denominated in any currency other than Dollars, the equivalent amount thereof in Dollars as determined at such time on the basis of the Spot Rate (determined in respect of the applicable date of determination) for the purchase of Dollars with such currency.

“Domestic Subsidiary” shall mean any Subsidiary that is not a Foreign Subsidiary.

“Effective Date” shall mean the Effective Date (as defined in the Plan of Reorganization).

“Effective Date A/R Facility” shall mean the facility established by (i) the ABL Credit Agreement, dated as of the Effective Date, among ST US AR Finance LLC, as borrower, the lenders and L/C issuers from time to time party thereto and Barclays Bank plc, as agent, (ii) the Purchase and Sale Agreement, dated as of the Effective Date, among ST US AR Finance LLC, as buyer, MEH, Inc., as servicer, and certain subsidiaries of the Parent, as originators, and (iii) and the other Loan Documents (as defined in the agreement described in clause (i) hereof).

“Environment” shall mean ambient and indoor air, surface water and groundwater (including potable water, navigable water and wetlands), the land surface or subsurface strata, natural resources such as flora and fauna, the workplace or as otherwise defined in any Environmental Law.

“Environmental Laws” shall mean all applicable laws (including common law), rules, regulations, codes, ordinances, orders, binding agreements, decrees or judgments, promulgated or entered into by or with any Governmental Authority, relating in any way to the Environment, preservation or reclamation of natural resources, the generation, use, transport, management, Release or threatened Release of, or exposure to, any Hazardous Material or to public or employee health and safety matters (to the extent relating to the environment or Hazardous Materials).

“Environmental Permits” shall mean, with respect to any person, all environmental permits, licenses, authorizations and other approvals necessary for such person’s operations to comply with all Environmental Laws.

“Equity Interests” of any person shall mean any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock or common stock (including, in each case, any preferred or common equity certificates (and any other similar instruments)), any limited or general partnership interest and any limited

liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time and any final regulations promulgated and the rulings issued thereunder.

“ERISA Affiliate” shall mean any trade or business (whether or not incorporated) that, together with the Parent, a Primary Obligor or a Subsidiary, is treated as a single employer under Section 414(b) or (c) of the Code, or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” shall mean (a) any Reportable Event or the requirements of Section 4043(b) of ERISA apply with respect to a Plan; (b) with respect to any Plan, the failure to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA, whether or not waived; (c) a determination that any Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (d) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Plan or the failure to make by its due date any required contribution to a Multiemployer Plan; (e) the incurrence by the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan or Multiemployer Plan; (f) the receipt by the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (g) the incurrence by the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (h) the receipt by the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate of any notice, concerning the impending imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA, or in “endangered” or “critical” status, within the meaning of Section 432 of the Code or Section 305 of ERISA; (i) the conditions for imposition of a lien under Section 303(k) of ERISA shall have been met with respect to any Plan; or (j) the withdrawal of any of the Parent, a Primary Obligor, a Subsidiary or any ERISA Affiliate from a Plan subject to Section 4063 of ERISA during a plan year in which such entity was a “substantial employer” as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA.

“Event of Default” shall have the meaning assigned to such term in Section 7.01.

“Excess Cash Flow” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis for any Applicable Period, Adjusted Consolidated EBITDA of the Parent and the Subsidiaries on a consolidated basis for such Applicable Period, minus, without duplication,

(a) Debt Service for such Applicable Period, reduced by the aggregate principal amount of voluntary prepayments of Consolidated Debt that would otherwise have constituted scheduled principal amortization during such Applicable Period;

(b) the amount of any voluntary prepayment permitted hereunder of term Indebtedness during such Applicable Period, in each case to the extent not financed, or intended to be financed, using the proceeds of, without duplication, the incurrence of Indebtedness, the sale or issuance of any Equity Interests, any component of the Available Amount (in the case of Cumulative Retained Excess Cash Flow Amount, only to the extent attributable to a time prior to such Applicable Period) or any Net Proceeds not otherwise required to prepay Indebtedness pursuant to Section 6.05 or the definition of the term “Net Proceeds”, in each case, to the extent that the amount of such prepayment is not already reflected in Debt Service;

(c) (i) Capital Expenditures by the Parent and the Subsidiaries on a consolidated basis during such Applicable Period that are paid in cash and (ii) the aggregate consideration paid in cash during such Applicable Period in respect of Permitted Business Acquisitions and other Investments (excluding intercompany loans and transfers of funds) permitted hereunder, in each case under subclauses (i) and (ii), to the extent not financed with the proceeds of, without duplication, the incurrence of Indebtedness, the sale or issuance of any Equity Interests, any component of the Available Amount (in the case of Cumulative Retained Excess Cash Flow Amount, only to the extent attributable to a time prior to such Applicable Period) or any Net Proceeds not otherwise required to prepay Indebtedness pursuant to Section 6.05 or the definition of the term “Net Proceeds” (less any amounts received in respect thereof as a return of capital);

(d) Capital Expenditures that the Parent or any Subsidiary shall, during such Applicable Period, become obligated to make but that are not made during such Applicable Period (but are expected to be made in the next Applicable Period); provided that any amount so deducted that will be paid after the close of such Applicable Period shall not be deducted again in a subsequent Applicable Period; provided further that if any such Capital Expenditures so deducted are either (A) not so made in the following Applicable Period or (B) made in the following Applicable Period with the proceeds of, without duplication, the incurrence of Indebtedness, the sale or issuance of any Equity Interests, any component of the Available Amount (in the case of Cumulative Retained Excess Cash Flow Amount, only to the extent attributable to a time prior to such Applicable Period) or any Net Proceeds not otherwise required to prepay Indebtedness pursuant to Section 6.05 or the definition of the term “Net Proceeds”, the amount of such Capital Expenditures not so made or so financed shall be added to the calculation of Excess Cash Flow in such following Applicable Period as set forth in clause (iv) below;

(e) Taxes paid in cash by the Parent and the Subsidiaries on a consolidated basis during such Applicable Period or that will be paid within six months after the close of such Applicable Period and for which reserves have been established, including income tax expense and withholding tax expense incurred in connection with cross-border transactions involving the Foreign Subsidiaries; provided that any amount so deducted that will be paid after the close of such Applicable Period shall not be deducted again in a subsequent Applicable Period;

(f) an amount equal to any increase in Working Capital of the Parent and the Subsidiaries for such Applicable Period;

(g) cash expenditures made in respect of Hedging Agreements during such Applicable Period, to the extent not reflected in the computation of Adjusted Consolidated EBITDA or Cash Interest Expense;

(h) permitted dividends or distributions or repurchases of its Equity Interests paid in cash by the Parent to its shareholders during such Applicable Period and permitted dividends paid by any Subsidiary to any person other than the Parent or any of the Subsidiaries during such Applicable Period, in each case in accordance with Section 6.06(b) (except to the extent such payment is made with amounts described in clauses (x) and (y) of the parenthetical contained in the proviso thereto), (f) and/or (h) (other than Restricted Payments made with Equity Interests (other than Disqualified Stock) of the Parent or with proceeds of Indebtedness or using any component of the Available Amount);

(i) without duplication of any exclusions to the calculation of Consolidated Net Income or Adjusted Consolidated EBITDA, amounts paid in cash during such Applicable Period on account of (A) items that were accounted for as noncash reductions in determining Adjusted Consolidated EBITDA of the Parent and the Subsidiaries in a prior Applicable Period and (B) reserves or accruals established in purchase accounting;

(j) to the extent not deducted in the computation of Net Proceeds in respect of any asset disposition or condemnation giving rise thereto, the amount of any prepayment of Indebtedness (other than Indebtedness in respect of the Takeback Term Loans or any ~~Permitting~~Permitted Refinancing Indebtedness in respect thereof), together with any interest, premium or penalties required to be paid (and actually paid) in connection therewith to the extent that the income or gain realized from the transaction giving rise to such Net Proceeds exceeds the aggregate amount of all such prepayments and Capital Expenditures made with such Net Proceeds;

(k) the amount related to items of income that were added to or items of expense not deducted from Net Income in calculating Consolidated Net Income or were added to or not deducted from Consolidated Net Income in calculating Adjusted Consolidated EBITDA to the extent either (x) such items of expense represented a cash payment (which had not reduced Excess Cash Flow upon the accrual thereof in a prior Applicable Period), or an accrual for a cash payment, by the Parent and the Subsidiaries

or (y) such items of income did not represent cash received by the Parent and the Subsidiaries, in each case on a consolidated basis during such Applicable Period; and

(l) all cash payments made in connection with, or relating to, the Transactions,

| plus, without duplication ~~of amounts~~,

(i) an amount equal to any decrease in Working Capital of the Parent and the Subsidiaries for such Applicable Period;

(ii) [reserved;]

(iii) [reserved;]

(iv) to the extent any permitted Capital Expenditures referred to in clause (d) above and the delivery of the related equipment do not occur in the following Applicable Period, the amount of such Capital Expenditures that were not so made in such following Applicable Period;

(v) to the extent any Taxes deducted pursuant to in clause (e) above are not paid in such Applicable Period or in the six months after the close of such Applicable Period, the amount of such Taxes that were not so paid in such Applicable Period or in the six months after the close of such Applicable Period;

(vi) cash payments received in respect of Hedging Agreements during such Applicable Period to the extent (x) not included in the computation of Adjusted Consolidated EBITDA or (y) such payments do not reduce Cash Interest Expense;

(vii) any extraordinary or nonrecurring gain realized in cash during such Applicable Period, except to the extent such gain consists of Net Proceeds subject to the prepayment provisions of this Agreement;

(viii) to the extent deducted in the computation of Adjusted Consolidated EBITDA, cash interest income; and

(ix) the amount related to items of expense that were deducted from or items of income not added to Net Income in connection with calculating Consolidated Net Income or were deducted from or not added to Consolidated Net Income in calculating Adjusted Consolidated EBITDA to the extent either (x) such items of income represented cash received by the Parent or any Subsidiary (which had not increased Excess Cash Flow upon the accrual thereof in a prior Applicable Period) or (y) such items of expense do not represent cash paid by the Parent or any Subsidiary, in each case on a consolidated basis during such Applicable Period.

Notwithstanding anything to the contrary set forth in this definition, no effect shall be given, for purposes of calculating Excess Cash Flow, to any non-cash balance sheet impact arising from any refunds pursuant to the CARES Act.

“Excess Cash Flow Interim Period” shall mean, during any Excess Cash Flow Period, any one, two, or three-quarter period (a) commencing at the end of the immediately preceding Excess Cash Flow Period (or, if during the first Excess Cash Flow Period, the fiscal year of the Parent ended December 31, 2021) and (b) ending on the last day of the most recently ended fiscal quarter of the Parent (other than the last day of the fiscal year) during such Excess Cash Flow Period for which financial statements are available.

“Excess Cash Flow Period” shall mean each fiscal year of the Parent, commencing with the fiscal year of the Parent ending December 30, 2022.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) or required to be withheld or deducted from a payment to the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable), (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) as a result of the Trust being organized under the laws of, or having its principal office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) solely with respect to a successor or assignee pursuant to Section 9.04 that is not a “United States person” as defined in Section 7701(a)(30) of the Code, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such successor or assignee with respect to its interest in this Agreement pursuant to a law in effect on the date that such successor or assignee acquired such interest, (c) Taxes attributable to the failure of the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) to provide, in each case upon the reasonable request of the Primary Obligors, (i) an IRS Form W-9 (or any successor IRS Form) or (ii) solely with respect to a successor or assignee pursuant to Section 9.04 that is not a “United States person” as defined in Section 7701(a)(30) of the Code, any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in withholding Tax but only to the extent such successor or assignee is legally entitled to deliver such other form and that the completion, execution and submission of such documentation would not subject such successor or assignee to any material unreimbursed cost or expense or would materially prejudice the legal position of such successor or assignee, and (d) any withholding Taxes imposed under FATCA.

“Existing First Lien Notes” shall mean the 10.000% First Lien Senior Secured Notes due 2025 issued pursuant to the Existing First Lien Notes Indenture.

“Existing First Lien Notes Indenture” shall mean the Indenture, dated as of April 7, 2020, among the Lux Borrower and the Co-Borrower, as issuers, the guarantors party thereto from time to time, Deutsche Bank AG New York Branch, as first lien collateral agent, and

Wilmington Savings Fund Society, FSB, as first lien trustee, as amended, modified or supplemented from time to time.

“Existing Secured Indentures” shall mean (i) the Existing First Lien Notes Indenture, (ii) the Existing Settlement Second Lien Notes Indenture, (iii) the Existing Takeback Second Lien Notes Indenture and (iv) the New First Lien Notes Indenture.

“Existing Secured Notes” shall mean, collectively, (i) the \$495,032,000 in aggregate principal amount of Existing First Lien Notes, (ii) the \$322,868,000 in aggregate principal amount of 10.000% Second Lien Senior Secured Notes due 2025 issued pursuant to the Existing Settlement Second Lien Notes Indenture, (iii) the \$375,000,000 in aggregate principal amount of 10.000% Second Lien Senior Secured Notes due 2029 issued pursuant to the Existing Takeback Second Lien Notes Indenture and (iv) the \$650,000,000 in aggregate principal amount of New First Lien Notes.

“Existing Settlement Second Lien Notes Indenture” shall mean the Indenture, dated as of the Effective Date, among the Lux Borrower and the Co-Borrower, as issuers, the guarantors party thereto from time to time and Wilmington Savings Fund Society, FSB, as second lien collateral agent and as second lien trustee, as amended, modified or supplemented from time to time.

~~“Existing Secured Indentures” shall mean (i) the Existing First Lien Notes Indenture, (ii) the Existing Settlement Second Lien Notes Indenture, (iii) the Existing Takeback Second Lien Notes Indenture and (iv) the New First Lien Notes Indenture.~~

“Existing Takeback Second Lien Notes Indenture” shall mean the Indenture, dated as of the Effective Date, among the Lux Borrower and the Co-Borrower, as issuers, the guarantors party thereto from time to time, Wilmington Savings Fund Society, FSB, as second lien collateral agent, and Wilmington Savings Fund Society, FSB, as second lien trustee, as amended, modified or supplemented from time to time.

“Fair Market Value” shall mean, with respect to any asset, property or services, the price that could be negotiated in an arms'-length transaction between a willing and able seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction (as determined in good faith by a Financial Officer of a Primary Obligor).

“FATCA” means Sections 1471 through 1474 of the Code (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“Financial Officer” of any person shall mean the Chief Financial Officer, principal accounting officer, Treasurer, Assistant Treasurer, Controller or any Director or other executive responsible for the financial affairs of such person.

“First Lien Debt” shall mean obligations secured by First Liens.

“First Liens” shall mean (a) Liens securing the Takeback Term Loans, the Existing First Lien Notes or the New First Lien Notes and (b) Liens on collateral subject to the Liens described in clause (a) that are equal and ratable with the applicable Liens described in clause (a).

“First Lien Secured Net Leverage Ratio” shall mean, as of any date of determination, the ratio of (a) the remainder of (x) Consolidated Secured Net Debt as of such date minus (y) amounts included in clause (i) of the definition of Consolidated Secured Net Debt (and not described in the last sentence of the definition of Consolidated Secured Net Debt, unless excluded by the proviso thereto) which are secured only by Liens on the collateral securing the First Lien Debt on a junior and subordinated (as to liens and related rights and remedies only) basis, to (b) Adjusted Consolidated EBITDA for the most recently ended Test Period for which financial statements of the Parent have been delivered as required by this Agreement, all determined on a consolidated basis in accordance with Applicable Accounting Principles; provided that Adjusted Consolidated EBITDA shall be determined for the relevant Test Period on a Pro Forma Basis. All Indebtedness described in the last sentence of the definition of Consolidated Secured Net Debt (and not excluded by the proviso thereto) shall also be deemed to constitute Indebtedness included pursuant to preceding clause (a)(x) and which is not deducted pursuant to preceding clause (a)(y).

“Fitch” means Fitch Inc. or any successor to the rating agency business thereof.

“Fixed Charge Coverage Ratio” shall mean, as of any date of determination, the ratio of (a) Adjusted Consolidated EBITDA for the most recently ended Test Period for which financial statements of the Parent have been (or were required to be) delivered as required by Section 5.04(a) or 5.04(b) to (b) the Fixed Charges for such Test Period (or, if prior to any such delivery, the Test Period ending April 1, 2022); provided that the Fixed Charge Coverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

“Fixed Charges” shall mean, with respect to Parent for any period, the sum, without duplication, of:

- (a) Interest Expense (excluding amortization or write-off of deferred financing costs) of the Parent and its Subsidiaries for such period, and
- (b) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock or Disqualified Stock of the Parent and its Subsidiaries.

For the avoidance of doubt, none of the Opioid Deferred Cash Payments, the DOJ Settlement nor any Interest Expense (if any) incurred in connection therewith shall constitute Fixed Charges. Notwithstanding the above, with respect to any determination of the Fixed Charge Coverage Ratio (i) prior to the delivery of financial statements required pursuant to Section 5.04(b) for the fiscal quarter of the Parent ending on September 30, 2022 (the “Q3 2022 Delivery Date”), Fixed Charges for the most recently ended Test Period for which financial statements of the Parent have been (or were required to be) delivered as required by Section 5.04(a) or 5.04(b) shall equal

\$301,000,000.00, (ii) on or after the Q3 2022 Delivery Date, but prior to the delivery of financial statements required pursuant to Section 5.04(a) for the fiscal quarter of the Parent ending on December 30, 2022 (the “Q4 2022 Delivery Date”), Fixed Charges for the most recently ended Test Period for which financial statements of the Parent have been (or were required to be) delivered as required by Section 5.04(a) or 5.04(b) shall equal the product of (A) four and (B) Fixed Charges for the fiscal quarter ending September 30, 2022, (iii) on or after the Q4 2022 Delivery Date, but prior to the delivery of financial statements required pursuant to Section 5.04(b) for the fiscal quarter of the Parent ending on March 31, 2023 (the “Q1 2023 Delivery Date”), Fixed Charges for the most recently ended Test Period for which financial statements of the Parent have been (or were required to be) delivered as required by Section 5.04(a) or 5.04(b) shall equal the product of (A) two and (B) Fixed Charges for the two-fiscal-quarter period ending December 30, 2022, and (iv) on or after the Q1 2023 Delivery Date, but prior to the delivery of financial statements required pursuant to Section 5.04(b) for the fiscal quarter of the Parent ending on June 30, 2023, Fixed Charges for the most recently ended Test Period for which financial statements of the Parent have been (or were required to be) delivered as required by Section 5.04(a) or 5.04(b) shall equal the product of (A) four thirds and (B) Fixed Charges for the three-fiscal-quarter period ending March 31, 2023, in each case under clauses (i) through (iv), subject to adjustment in accordance with the definition of “Pro Forma Basis” with respect to transactions occurring after the Effective Date.

“Fixed Component” has the meaning set forth in the definition of “Applicable CTA Percentage.”

“Foreign Subsidiary” shall mean any Subsidiary that is incorporated or organized under the laws of any jurisdiction other than the United States of America, any state thereof or the District of Columbia.

“GAAP” shall mean generally accepted accounting principles in effect from time to time in the United States of America, applied on a consistent basis, subject to the provisions of Section 1.02.

“Governmental Authority” shall mean any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body.

“Growth Component” has the meaning set forth in the definition of “Applicable CTA Percentage.”

“Guarantee” of or by any person (the “guarantor”) shall mean (a) any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (iv) entered into for the purpose of

assuring in any other manner the holders of such Indebtedness or other obligation of the payment thereof or to protect such holders against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of the guarantor securing any Indebtedness or other obligation (or any existing right, contingent or otherwise, of the holder of Indebtedness or other obligation to be secured by such a Lien) of any other person, whether or not such Indebtedness or other obligation is assumed by the guarantor (other than Liens on Equity Interests of Unrestricted Subsidiaries securing Indebtedness of such Unrestricted Subsidiaries); provided, however, that the term “Guarantee” shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Effective Date or entered into in connection with any acquisition or Disposition of assets permitted by this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such person in good faith. The amount of the Indebtedness subject to any Guarantee provided by any person for purposes of clause (b) above shall (unless the applicable Indebtedness has been assumed by such person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the Fair Market Value of the property encumbered by the Lien described in clause (b) above.

“Guarantee Requirement” shall mean the requirement that (in each case subject to Section 5.09):

- (a) on the Effective Date, the Opioid Trust shall have received from each Subsidiary Settlement Party, a counterpart of the Subsidiary Guarantee Agreement, in each case duly executed and delivered on behalf of such person; and
- (b) in the case of any person that becomes a Subsidiary Settlement Party after the Effective Date, the Opioid Trust shall have received, subject (where applicable) to the Agreed Guarantee Principles, a supplement to the Subsidiary Guarantee Agreement.

“Guarantors” shall mean each of the Settlement Parties.

“Hazardous Materials” shall mean all pollutants, contaminants, wastes, chemicals, materials, substances and constituents, including, without limitation, explosive or radioactive substances or petroleum by products or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas or pesticides, fungicides, fertilizers or other agricultural chemicals, of any nature subject to regulation or which can give rise to liability under any Environmental Law.

“Hedging Agreement” shall mean any agreement with respect to any swap, forward, future or derivative transaction, or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, or credit spread transaction, repurchase transaction, reserve repurchase transaction, securities lending transaction, weather index transaction, spot contracts, fixed price physical delivery contracts, or any similar transaction or any combination of these transactions, in each

case of the foregoing, whether or not exchange traded; provided, that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Parent or any of the Subsidiaries shall be a Hedging Agreement.

“Increased Amount” of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness or in the form of common stock of the Parent, the accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies.

“Incremental Amount” shall mean, at any time, the greater of:

(a) the excess (if any) of (i) \$2,862,634,900.41 over (ii) the sum (without duplication) of (A) the aggregate principal amount of all Takeback Term Loans, New First Lien Notes and all other Indebtedness incurred pursuant to Section 6.01(v), in each case outstanding at such time, and (B) the aggregate amount of principal repayments or principal prepayments, in each case, of Takeback Term Loans, New First Lien Notes or other Permitted Debt incurred pursuant to Section 6.01(v) after the Effective Date (in each case, other than any such repayments or prepayments in connection with a refinancing thereof); and

(b) the amount such that, immediately after giving effect to the establishment of the commitments in respect thereof utilizing this clause (b) and the use of proceeds of the loans thereunder, the First Lien Secured Net Leverage Ratio on a Pro Forma Basis is not greater than (x) so long as Qualified Ratings apply, 3.25 to 1.00 or (y) otherwise, 2.75 to 1.00; provided that, for purposes of this clause (b), the aggregate principal amount of all Indebtedness secured by Liens permitted by Section 6.02(ff) outstanding at such time shall be included (without duplication) in the numerator of the calculation of First Lien Secured Net Leverage Ratio (regardless of whether the principal amount of such Indebtedness would otherwise be excluded pursuant to the definition of “First Lien Secured Net Leverage Ratio”).

“Indebtedness” of any person shall mean, without duplication, (a) all obligations of such person for borrowed money, (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments (except any such obligation issued in the ordinary course of business with a maturity date of no more than six months in a transaction intended to extend payment terms of trade payables or similar obligations to trade creditors incurred in the ordinary course of business), (c) all obligations of such person under conditional sale or other title retention agreements relating to property or assets purchased by such person (except any such obligation that constitutes a trade payable or similar obligation to a trade creditor incurred in the ordinary course of business), (d) all obligations of such person issued or assumed as the deferred purchase price of property or services (except (i) any such balance that constitutes a trade payable or similar obligation to a trade creditor incurred in the ordinary course of business, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such person in accordance with Applicable Accounting Principles and (iii) liabilities accrued in

the ordinary course of business) which purchase price is due more than six months after the date of placing the property in service or taking delivery and title thereto, (e) all Guarantees by such person of Indebtedness of others, (f) all Capitalized Lease Obligations of such person, (g) obligations under any Hedging Agreements, to the extent the foregoing would appear on a balance sheet of such person as a liability, (h) the principal component of all obligations, contingent or otherwise, of such person as an account party in respect of letters of credit, (i) the principal component of all obligations of such person in respect of bankers' acceptances, (j) the amount of all obligations of such person with respect to the redemption, repayment or other repurchase of (x) any Disqualified Stock (excluding accrued dividends that have not increased the liquidation preference of such Disqualified Stock) or (y) any preferred stock of any Subsidiary of Parent, (k) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such person (other than Liens on Equity Interests of Unrestricted Subsidiaries securing Indebtedness of such Unrestricted Subsidiaries), whether or not the Indebtedness secured thereby has been assumed and (l) all Attributable Receivables Indebtedness with respect to a Qualified Receivables Facility. The amount of Indebtedness of any person for purposes of clause (k) above shall (unless such Indebtedness has been assumed by such person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the Fair Market Value of the property encumbered thereby. Notwithstanding anything in this Agreement to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of International Accounting Standards No. 39 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivatives created by the terms of such Indebtedness and any such amounts that would have constituted Indebtedness under this Agreement but for the application of this sentence shall not be deemed an incurrence of Indebtedness under this Agreement. For the avoidance of doubt, Indebtedness shall not include the Opioid Deferred Cash Payments or any obligations pursuant to the DOJ Settlement.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Primary Obligors under this Agreement, and (b) to the extent not otherwise described in (a), Other Taxes.

“Indemnitee” shall have the meaning assigned to such term in Section 9.05(b).

“Initial Post-Emergence Financials” has the meaning set forth in the definition of “Applicable CTA Percentage.”

“Intellectual Property” shall mean the following intellectual property rights, both statutory and common law rights, if applicable: (a) copyrights, registrations and applications for registration thereof, (b) trademarks, service marks, trade names, slogans, domain names, logos, trade dress and registrations and applications of registrations thereof, (c) patents, as well as any reissued and reexamined patents and extensions corresponding to the patents and any patent applications, as well as any related continuation, continuation in part and divisional applications and patents issuing therefrom and (d) trade secrets and confidential information, including ideas,

designs, concepts, compilations of information, methods, techniques, procedures, processes and other know-how, whether or not patentable.

“Interest Expense” shall mean, with respect to any person for any period, the sum of, without duplication, (a) gross interest expense of such person for such period on a consolidated basis, including (i) the amortization of debt discounts, (ii) the amortization of all fees (including fees with respect to Hedging Agreements) payable in connection with the incurrance of Indebtedness to the extent included in interest expense, (iii) the portion of any payments or accruals with respect to Capitalized Lease Obligations allocable to interest expense and (iv) net payments and receipts (if any) pursuant to interest rate hedging obligations, and excluding unrealized mark-to-market gains and losses attributable to such hedging obligations, amortization of deferred financing fees and expensing of any bridge or other financing fees, (b) capitalized interest of such person, whether paid or accrued, and (c) commissions, discounts, yield and other fees and charges incurred for such period, including any losses on sales of receivables and related assets, in connection with any receivables financing of such person or any of its Subsidiaries that are payable to persons other than the Parent and the Subsidiaries.

“Investment” has the meaning set forth in Section 6.04.

“Junior Liens” shall mean Liens on the collateral subject to any First Liens that are junior to the applicable First Liens (it being understood that Junior Liens are not required to rank equally and ratably with other Junior Liens, and that Indebtedness secured by Junior Liens may be secured by Liens that are senior in priority to, or rank equally and ratably with, or junior in priority to, other Liens constituting Junior Liens).

“Latest Maturity Date” shall mean, at any date of determination, the latest date on which any Opioid Deferred Cash Payment is required to be paid, in each case then in effect on such date of determination.

“Lien” shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar monetary encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided, that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien.

“Local Time” shall mean New York City time (daylight or standard, as applicable).

“Lux Borrower” shall mean Mallinckrodt International Finance S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg.

“Lux Settlement Party” shall mean any Settlement Party whose registered office or place of central administration is located in Luxembourg.

“Margin Stock” shall have the meaning assigned to such term in Regulation U.

“Material Adverse Effect” shall mean a material adverse effect on the business, property, operations or financial condition of the Parent and its Subsidiaries, taken as a whole, or the validity or enforceability of any of the Settlement Documents or the rights and remedies of the Opioid Trust (or its successors or assigns, in part or in whole) thereunder.

“Margin Stock” shall have the meaning assigned to such term in Regulation U.

“Material Indebtedness” shall mean Indebtedness of any one or more of the Parent or any Subsidiary in an aggregate principal amount exceeding \$75,000,000; provided that in no event shall any Qualified Receivables Facility be considered Material Indebtedness.

“Material Intellectual Property” shall mean any Intellectual Property owned by any Settlement Party that is material to the operation of the business of Parent and its Subsidiaries, taken as a whole.

“Material Subsidiary” shall mean any Subsidiary, other than any Subsidiary that did not, as of the last day of the fiscal quarter of the Parent most recently ended for which financial statements have been (or were required to be) delivered pursuant to Section 5.04(a) or 5.04(b) (or, if prior to any such delivery, the Test Period ending April 1, 2022), (a) have assets with a value in excess of 5.0% of the Consolidated Total Assets or revenues representing in excess of 5.0% of total revenues of the Parent and the Subsidiaries on a consolidated basis as of such date, and (b) taken together with all such Subsidiaries as of such date, have assets with a value in excess of 10% of Consolidated Total Assets or revenues representing in excess of 10% of total revenues of the Parent and the Subsidiaries on a consolidated basis as of such date.

“Milestone Payments” shall mean payments under intellectual property licensing agreements based on the achievement of specified revenue, profit or other performance targets (financial or otherwise).

“MLLC” shall have the meaning assigned to such term in the Preamble hereto.

“Moody’s” shall mean Moody’s Investors Service, Inc. or any successor to the rating agency business thereof.

“Multiemployer Plan” shall mean a multiemployer plan as defined in Section ~~400~~4001(a)(3) of ERISA to which a Primary Obligor, the Parent or any Subsidiary or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of ~~the Code~~ Section 414 of the Code) is making or accruing an obligation to make contributions, or has within any of the preceding six plan years made or accrued an obligation to make contributions.

“Net Income” shall mean, with respect to any person, the net income (loss) of such person, determined in accordance with Applicable Accounting Principles and before any reduction in respect of preferred stock dividends.

“Net Proceeds” shall mean:

(a) 100% of the cash proceeds actually received by the Parent or any Subsidiary (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) from any Asset Sale under Section 6.05(d) (except for any Sale and Lease-Back Transaction described in clause (a) of the proviso to Section 6.03) or Section 6.05(g), net of (i) attorneys’ fees, accountants’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith, (ii) required payments of Indebtedness and required payments of other obligations relating to the applicable asset to the extent such Indebtedness or other obligations, in each case, permitted hereunder, are secured by a Lien permitted hereunder, (iii) associated repayments of Indebtedness, (iv) Taxes paid or payable (in the good faith determination of a Financial Officer of a Primary Obligor) as a direct result thereof, and (v) the amount of any reasonable reserve established in accordance with Applicable Accounting Principles against any adjustment to the sale price or any liabilities (other than any taxes deducted pursuant to clause (i) or (iv) above) (x) related to any of the applicable assets and (y) retained by the Parent or any of the Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (provided that (1) the amount of any reduction of such reserve (other than in connection with a payment in respect of any such liability), prior to the date occurring 18 months after the date of the respective Asset Sale, shall be deemed to be cash proceeds of such Asset Sale occurring on the date of such reduction) and (2) the amount of any such reserve that is maintained as at the date occurring 18 months after the date of the applicable Asset Sale shall be deemed to be Net Proceeds from such Asset Sale as of such date; provided, that, if a Primary Obligor shall deliver a certificate of a Responsible Officer of a Primary Obligor to the Opioid Trust at any time prior to or promptly following receipt of any such proceeds setting forth such Primary Obligor’s intention to use any portion of such proceeds, within 12 months of such receipt of such proceeds, either (A) to acquire, maintain, develop, construct, improve, upgrade or repair assets useful in the business of the Parent and the Subsidiaries or to make Permitted Business Acquisitions and other Investments permitted hereunder (excluding Permitted Investments or, intercompany Investments in Subsidiaries or Unrestricted Subsidiaries) or to reimburse the cost of any of the foregoing incurred on or after the date on which the Asset Sale giving rise to such proceeds was contractually committed (other than inventory) or (B) to fund any payment or, as and to the extent permitted by Section 2.02, prepayment of all or any portion of the Opioid Obligations, such portion of such proceeds shall not constitute Net Proceeds except to the extent not, within 12 months of such receipt of such proceeds, so used or contractually committed to be so used (it being understood that if any portion of such proceeds are not so used within such 12 month period but within such 12 month period are contractually committed to be used, then such remaining portion if not so used within six months following the end of such 12 month period shall constitute Net Proceeds as of such date without giving effect to this proviso); provided, further, that no net cash proceeds calculated in accordance with the foregoing

realized in a single transaction or series of related transactions shall constitute Net Proceeds unless such net cash proceeds shall exceed \$15,000,000 (and thereafter only net cash proceeds in excess of such amount shall constitute Net Proceeds); provided, further, that, for the avoidance of doubt, if any portion of the proceeds of any Asset Sale have been transferred by the Plan of Reorganization to any person other than the Parent and the Subsidiaries, such portion of the proceeds shall not constitute proceeds actually received by the Parent or any Subsidiary for purposes of determining the Net Proceeds of such Asset Sale; and

(b) 100% of the cash proceeds actually received by the Parent or any Subsidiary (including casualty insurance settlements and condemnation awards, but only as and when received) from any Recovery Event, net of (i) attorneys' fees, accountants' fees, transfer taxes, deed or mortgage recording taxes on such asset, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith, (ii) required payments of Indebtedness and required payments of other obligations relating to the applicable asset to the extent such Indebtedness or other obligations, in each case, permitted hereunder, are secured by a Lien permitted hereunder, (iii) associated repayments of Indebtedness, and (iv) Taxes paid or payable (in the good faith determination of a Financial Officer of a Primary Obligor) as a direct result thereof; provided, that, if a Primary Obligor shall deliver a certificate of a Responsible Officer of a Primary Obligor to the Opioid Trust at any time prior to or promptly following receipt of any such proceeds setting forth such Primary Obligor's intention to use any portion of such proceeds, within 12 months of such receipt of such proceeds, either (A) to acquire, maintain, develop, construct, improve, upgrade or repair assets useful in the business of the Parent and the Subsidiaries or to make Permitted Business Acquisitions and other Investments permitted hereunder (excluding Permitted Investments or intercompany Investments in Subsidiaries or Unrestricted Subsidiaries) or to reimburse the cost of any of the foregoing incurred on or after the date on which the Recovery Event giving rise to such proceeds was contractually committed (other than inventory, except to the extent the proceeds of such Recovery Event are received in respect of inventory) or (B) to fund any payment or, as and to the extent permitted by Section 2.02, prepayment of all or any portion of the Opioid Obligations, such portion of such proceeds shall not constitute Net Proceeds except to the extent not, within 12 months of such receipt of such proceeds, so used or contractually committed to be so used (it being understood that if any portion of such proceeds are not so used within such 12 month period but within such 12 month period are contractually committed to be used, then such remaining portion if not so used within six months (or, solely in the case of any such Recovery Event relating to manufacturing, processing or assembly plants, 12 months) following the end of such 12 month period shall constitute Net Proceeds as of such date without giving effect to this proviso); provided, further, that no net cash proceeds calculated in accordance with the foregoing realized in a single transaction or series of related transactions shall constitute Net Proceeds unless such net cash proceeds shall exceed \$15,000,000 (and thereafter only net cash proceeds in excess of such amount shall constitute Net Proceeds).

~~“New Parent” shall have the meaning given to such term in Section 10.08.~~

“New First Lien Notes” shall mean the 11.50% First Lien Senior Secured Notes due 2028 issued pursuant to the New First Lien Notes Indenture.

“New First Lien Notes Indenture” shall mean the Indenture, dated as of the Effective Date, among the Lux Borrower and the Co-Borrower, as issuers, the guarantors party thereto from time to time, Deutsche Bank AG New York Branch, as first lien collateral agent, and Wilmington Savings Fund Society, FSB, as first lien trustee, as amended, modified or supplemented from time to time.

“New Parent” shall have the meaning given to such term in Section 10.08.

“Notice Side Letter” shall mean the letter agreement, dated as of the Effective Date, by and among the Parent, the Opioid Trust and MNK Opioid Abatement Fund, LLC.

“Obligations” shall mean, collectively, the Opioid Obligations.

“Opioid Deferred Cash Payments” shall have the meaning given to such term in the Plan of Reorganization (as in effect on the Effective Date).

“Opioid MDT II Cooperation Agreement” shall have the meaning given to such term in the Plan of Reorganization.

“Opioid Obligations” shall mean (a) the due and punctual payment by the Primary Obligors of (i) the unpaid Opioid Deferred Cash Payments, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of the Parent the Primary Obligors and the Guarantors owed under or pursuant to this Agreement and each other Settlement Document, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and (b) the due and punctual payment of all obligations of each other Settlement Party under or pursuant to each of the Settlement Documents.

“Opioid Trust” shall have the meaning given to such term in the preamble to this Agreement.

“Original Payment Schedule” shall mean the Original Payment Schedule set forth on Schedule 1.01(B).

“Other Connection Taxes” means Taxes imposed as a result of a present or former connection between the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) and the jurisdiction imposing such Tax (other than connections arising from the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction

pursuant to or enforced this Agreement or sold or assigned an interest in its entitlements under this Agreement).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“Parent” shall have the meaning given to such term in the preamble to this Agreement, subject to Section 10.08.

“Parent Rating” means, with respect to any of Rating Agency, its issuer credit rating, corporate family rating or other similar rating, in each case of the Parent.

“PBGC” shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA, and any successor thereto.

“Permitted Business Acquisition” shall mean any acquisition of all or substantially all the assets or business of, or all or substantially all the Equity Interests (other than directors’ qualifying shares) not previously held by the Parent and its Subsidiaries in, or merger, consolidation or amalgamation with, a person or business unit or division or line of business of a person (or any subsequent investment made in a person or business unit or division or line of business previously acquired in a Permitted Business Acquisition), which assets, business, person, business unit or division or line of business, as the case may be, is used or useful in a Similar Business, if immediately after giving effect thereto: (i) (A) no Default in respect of which either (1) the Opioid Trust has notified a Primary Obligor in writing or (2) a Financial Officer of a Primary Obligor otherwise has actual knowledge and (B) no Event of Default, in each case, shall have occurred and be continuing or would result therefrom, provided, however, that with respect to a proposed acquisition pursuant to an executed acquisition agreement, at the option of either Primary Obligor, the determination of whether such Default or Event of Default shall exist shall be made solely at the time of the execution of the acquisition agreement related to such Permitted Business Acquisition; (ii) all transactions related thereto shall be consummated in accordance with applicable laws; (iii) [reserved]; (iv) any acquired or newly formed Subsidiary shall not be liable for any Indebtedness except for Indebtedness permitted to be incurred by such Subsidiary by Section 6.01; (v) to the extent required by Section 5.09, any person acquired in such acquisition shall be merged into a Settlement Party or become upon consummation of such acquisition a Subsidiary Settlement Party; and (vi) the aggregate amount of consideration in respect of such acquisitions and investments, in each case in assets that are not owned by the Settlement Parties or in Equity Interests in persons that are not Subsidiary Settlement Parties or do not become Subsidiary Settlement Parties, in each case upon consummation of such acquisition, shall not exceed in the aggregate (A) the Permitted Business Acquisition Amount *plus* (B) any amounts that can be, and are, permitted as Investments (and treated as Investments) made under a clause of Section 6.04 other than clause (k) thereof.

“Permitted Business Acquisition Amount” shall mean, as of any date of determination, the sum of (a) \$20,000,000 and (b) for each anniversary of the Effective Date that has occurred since the Effective Date, an additional \$20,000,000.

“Permitted Debt” shall mean Indebtedness for borrowed money (but not owing to the Parent or any of its Subsidiaries or Unrestricted Subsidiaries) incurred (as a borrower) by the Lux Borrower (so long as the Lux Borrower is a Settlement Party), the Co-Borrower or any other Settlement Party that is a Domestic Subsidiary, provided that any such Permitted Debt shall not be guaranteed by the Parent, any Subsidiary, any Unrestricted Subsidiary or any Affiliate of the foregoing unless such person is a Guarantor.

“Permitted Holders” shall mean (a) any member of the Guaranteed Unsecured Notes Ad Hoc Group (as defined in the Plan of Reorganization) as of the Effective Date, as set forth on Schedule 1.01(D), (b) any Affiliate of any person described in clause (a), and (c) any person (other than a natural person) that is administered or managed by (i) any person described in clauses (a) or (b) or (ii) any person or an Affiliate of any person that administers or manages any person described in clauses (a) or (b) ~~and (d) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) with respect to which any persons described in clauses (a) through (c) collectively exercise a majority of the voting power.~~

“Permitted Investments” shall mean:

(a) direct obligations of the United States of America or any member of the European Union or any agency thereof or obligations guaranteed by the United States of America or any member of the European Union or any agency thereof, in each case with maturities not exceeding two years from the date of acquisition thereof;

(b) time deposit accounts, certificates of deposit, money market deposits, banker’s acceptances and other bank deposits maturing within 180 days of the date of acquisition thereof issued by a bank or trust company that is organized under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America having capital, surplus and undivided profits in excess of \$250,000,000 and whose long-term debt, or whose parent holding company’s long-term debt, is rated A (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(c) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (a) above entered into with a bank meeting the qualifications described in clause (b) above;

(d) commercial paper, maturing not more than one year after the date of acquisition, issued by a corporation (other than an Affiliate of the Parent) organized and in existence under the laws of the United States of America or any foreign country recognized by the United States of America with a rating at the time as of which any investment therein is made of P 1 (or higher) according to Moody’s, or A 1 (or higher)

according to S&P (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(e) securities with maturities of two years or less from the date of acquisition, issued or fully guaranteed by any State, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least A by S&P or A by Moody's (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(f) shares of mutual funds whose investment guidelines restrict 95% of such funds' investments to those satisfying the provisions of clauses (a) through (e);

(g) money market funds that (i) comply with the criteria set forth in Rule 2a 7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least \$1,000,000,000;

(h) time deposit accounts, certificates of deposit, money market deposits, banker's acceptances and other bank deposits in an aggregate face amount not in excess of 0.5% of the total assets of the Parent and the Subsidiaries, on a consolidated basis, as of the end of the Parent's most recently completed fiscal year; and

(i) instruments equivalent to those referred to in clauses (a) through (h) above denominated in any foreign currency comparable in credit quality and tenor to those referred to above and commonly used by corporations for cash management purposes in any jurisdiction outside the United States of America to the extent reasonably required in connection with any business conducted by the Parent, the Lux Borrower or any Subsidiary organized in such jurisdiction.

"Permitted Liens" shall have the meaning assigned to such term in Section 6.02.

"Permitted Receivables Facility Assets" shall mean (i) Receivables Assets (whether now existing or arising in the future) of the Parent and its Subsidiaries which are transferred, sold and/or pledged to a Receivables Entity or a bank, other financial institution or a commercial paper conduit or other conduit facility established and maintained by a bank or other financial institution, pursuant to a Qualified Receivables Facility and any related Permitted Receivables Related Assets which are also so transferred, sold and/or pledged to such Receivables Entity, bank, other financial institution or commercial paper conduit or other conduit facility, and all proceeds thereof and (ii) loans to the Parent and its Subsidiaries secured by Receivables Assets (whether now existing or arising in the future) and any Permitted Receivables Related Assets of the Parent and its Subsidiaries which are made pursuant to a Qualified Receivables Facility.

"Permitted Receivables Facility Documents" shall mean each of the documents and agreements entered into in connection with any Qualified Receivables Facility, including all documents and agreements relating to the issuance, funding and/or purchase of certificates and

purchased interests or the incurrence of loans, as applicable, in each case as such documents and agreements may be amended, modified, supplemented, refinanced or replaced from time to time so long as the relevant Qualified Receivables Facility would still meet the requirements of the definition thereof after giving effect to such amendment, modification, supplement, refinancing or replacement.

“Permitted Receivables Related Assets” shall mean any other assets that are customarily transferred, sold and/or pledged or in respect of which security interests are customarily granted in connection with asset securitization transactions involving receivables similar to Receivables Assets and any collections or proceeds of any of the foregoing (including, without limitation, lock-boxes, deposit accounts, records in respect of Receivables Assets and collections in respect of Receivables Assets).

“Permitted Refinancing Indebtedness” shall mean any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund (collectively, to “Refinance”), the Indebtedness being Refinanced (or previous refinancings thereof constituting Permitted Refinancing Indebtedness); provided, that (a) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so Refinanced (plus unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions, expenses, plus an amount equal to any existing commitment unutilized thereunder and letters of credit undrawn thereunder), (b) except with respect to Section 6.01(i), (i) the final maturity date of such Permitted Refinancing Indebtedness is on or after the earlier of (x) the final maturity date of the Indebtedness being Refinanced and (y) the Latest Maturity Date in effect at the time of incurrence thereof and (ii) the Weighted Average Life to Maturity of such Permitted Refinancing Indebtedness is greater than or equal to the lesser of (x) the Weighted Average Life to Maturity of the Indebtedness being Refinanced and (y) the Weighted Average Life to Maturity of the Opioid Deferred Cash Payments, (c) if the Indebtedness being Refinanced is subordinated in right of payment to any Opioid Obligations, such Permitted Refinancing Indebtedness shall be subordinated in right of payment to such Opioid Obligations on terms in the aggregate not materially less favorable to the Opioid Trust as those contained in the documentation governing the Indebtedness being Refinanced (as determined by a Primary Obligor in good faith), (d) no Permitted Refinancing Indebtedness shall have any borrower which is different than the borrower of the respective Indebtedness being so Refinanced or have guarantors that are not (or would not have been required to become) guarantors with respect to the Indebtedness being so Refinanced (except that a Settlement Party may be added as an additional guarantor (unless at such time such Settlement Party is not permitted to guarantee such Indebtedness pursuant to Section 6.01 (or pursuant to defined terms used in Section 6.01))), (e) if the Indebtedness being Refinanced is secured (and permitted to be secured), such Permitted Refinancing Indebtedness may be secured by Liens on the same (or any subset of the) assets as secure (or would have been required to secure) the Indebtedness being Refinanced ~~and~~, (f) if the Indebtedness being Refinanced is unsecured, such Permitted Refinancing Indebtedness shall also be unsecured, and (g) to the extent the Indebtedness being Refinanced is nonrecourse to any of the Settlement Parties, such Permitted Refinancing Indebtedness shall also be nonrecourse to such Settlement Parties to the same or greater extent.

“person” shall mean any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company or government, individual or family trusts, or any agency or political subdivision thereof.

“Plan” shall mean any employee pension benefit plan (other than a Multiemployer Plan) that is (i) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, (ii) sponsored or maintained (at the time of determination or at any time within the five years prior thereto) by the Parent, a Primary Obligor, any Subsidiary or any ERISA Affiliate, and (iii) in respect of which the Parent, a Primary Obligor, any Subsidiary or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Plan of Reorganization” shall have the meaning assigned to such term in the recitals to this Agreement.

“Primary Obligor” shall mean each of Parent, MLLC, SpecGx Holdings and SpecGx, and the term “Primary Obligors” shall mean Parent, MLLC, SpecGx Holdings and SpecGx, collectively.

“Pro Forma Basis” shall mean, as to any person, for any events as described below that occur subsequent to the commencement of a period for which the financial effect of such events is being calculated, and giving effect to the events for which such calculation is being made, such calculation as will give pro forma effect to such events as if such events occurred on the first day of the most recent Test Period ended on or before the occurrence of such event (the “Reference Period”): (i) any Asset Sale and any asset acquisition, Investment (or series of related Investments) in excess of \$25,000,000, merger, amalgamation, consolidation (including the Transaction) (or any similar transaction or transactions), any dividend, distribution or other similar payment, (ii) any operational changes or restructurings of the business of the Parent or any of its Subsidiaries that the Parent or any of its Subsidiaries has determined to make and/or made during or subsequent to the Reference Period (including in connection with an asset Disposition or asset acquisition described in clause (i)) and which are expected to have a continuing impact and are factually supportable, which would include cost savings resulting from head count reduction, closure of facilities and other operational changes and other cost savings in connection therewith; provided that the aggregate additions to Adjusted Consolidated EBITDA pursuant to this clause (ii) for any Test Period shall not exceed 15% of Adjusted Consolidated EBITDA for such Test Period (determined prior to giving effect to any addback pursuant to this clause (ii)), (iii) the designation of any Subsidiary as an Unrestricted Subsidiary or of any Unrestricted Subsidiary as a Subsidiary and (iv) any incurrence, repayment, repurchase or redemption of Indebtedness (or any issuance, repurchase or redemption of Disqualified Stock or preferred stock), other than fluctuations in revolving borrowings in the ordinary course of business (and not resulting from a transaction as described in clause (i) above).

Pro forma calculations made pursuant to the definition of this term “Pro Forma Basis” shall be determined in good faith by a Responsible Officer of the Parent. Any such pro forma calculation may include adjustments appropriate, in the reasonable good faith determination of the Parent and set forth in a certificate of a Responsible Officer delivered to the

Opioid Trust, to reflect operating expense reductions, other operating improvements, synergies or such operational changes or restructurings described in clause (ii) of the immediately preceding paragraph reasonably expected to result from the applicable pro forma event in the 12-month period following the consummation of the pro forma event. The Parent shall deliver to the Opioid Trust a certificate of a Responsible Officer of the Parent setting forth such demonstrable or additional operating expense reductions and other operating improvements or synergies and information and calculations supporting them in reasonable detail.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date on which the relevant calculation is being made had been the applicable rate for the entire period (taking into account any hedging obligations applicable to such Indebtedness if such hedging obligation has a remaining term in excess of 12 months). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Parent to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with Applicable Accounting Principles. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period, except to the extent the outstandings thereunder are reasonably expected to increase as a result of any transactions described in clause (i) of the first paragraph of this definition of “Pro Forma Basis” which occurred during the respective period or thereafter and on or prior to the date of determination. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Parent may designate.

“Q1 2023 Delivery Date” has the meaning set forth in the definition of “Fixed Charges.”

“Q3 2022 Delivery Date” has the meaning set forth in the definition of “Fixed Charges.”

“Q4 2022 Delivery Date” has the meaning set forth in the definition of “Fixed Charges.”

“Qualified Equity Interests” shall mean any Equity Interest other than Disqualified Stock.

“Qualified Jurisdiction” shall mean (x) the United States of America (and any political subdivision thereof), Ireland, Luxembourg, Switzerland, the United Kingdom or the Netherlands, (y) the jurisdiction of the organization of any entity incorporated or organized outside the United States of America in a transaction permitted by Section 6.05(n) where the Opioid Trust has made the determination required by clause (iii) thereof, and (z) any other jurisdiction where the Opioid Trust has determined (acting reasonably and following a request by a Primary Obligor and based on advice of local counsel) that Wholly Owned Subsidiaries organized in such jurisdiction may provide guarantees which, after giving effect to the Guarantee

Requirement, would provide substantially the same benefits as guarantees provided with respect to such entities as would have been obtained if the respective Subsidiary were instead organized in any of the United States of America, Ireland, Luxembourg, Switzerland the United Kingdom or the Netherlands ~~(it being understood and agreed that a jurisdiction as has been agreed by the Parent and the Opioid Trust prior to the Effective Date shall satisfy the requirements of this clause (z)).~~

“Qualified Ratings” means public corporate family ratings (or equivalent) that include at least two of the following ratings: a rating equal to or higher than B2 from Moody’s, a rating equal to or higher than B from S&P or a rating equal to or higher than B from Fitch.

“Qualified Receivables Facility” shall mean a receivables facility or facilities created under the Permitted Receivables Facility Documents and which is designated as a “Qualified Receivables Facility” (as provided below), providing for the transfer, sale and/or pledge by a Primary Obligor and/or one or more other Receivables Sellers of Permitted Receivables Facility Assets (thereby providing financing to such Primary Obligor and/or the Receivables Sellers) to (i) a Receivables Entity (either directly or through another Receivables Seller), which in turn shall transfer, sell and/or pledge interests in the respective Permitted Receivables Facility Assets to third-party lenders or investors pursuant to the Permitted Receivables Facility Documents in return for the cash used by such Receivables Entity to acquire the Permitted Receivables Facility Assets from such Primary Obligor and/or the respective Receivables Sellers or (ii) a bank or other financial institution, which in turn shall finance the acquisition of the Permitted Receivables Facility Assets through a commercial paper conduit or other conduit facility, or directly to a commercial paper conduit or other conduit facility established and maintained by a bank or other financial institution that will finance the acquisition of the Permitted Receivables Facility Assets through the commercial paper conduit or other conduit facility, in each case, either directly or through another Receivables Seller, so long as, in the case of each of clause (i) and clause (ii), no portion of the Indebtedness or any other obligations (contingent or otherwise) under such receivables facility or facilities (x) is guaranteed by the Parent or any Subsidiary (excluding guarantees of obligations pursuant to Standard Securitization Undertakings), (y) is recourse to or obligates the Parent or any other Subsidiary in any way (other than pursuant to Standard Securitization Undertakings) or (z) subjects any property or asset (other than Permitted Receivables Facility Assets, Permitted Receivables Related Assets or the Equity Interests of any Receivables Entity) of the Parent or any other Subsidiary (other than a Receivables Entity), directly or indirectly, contingently or otherwise, to the satisfaction thereof (other than pursuant to Standard Securitization Undertakings). Any such designation shall be evidenced to the Opioid Trust by filing with the Opioid Trust a certificate signed by a Financial Officer of the Parent certifying that, to the best of such officer’s knowledge and belief after consultation with counsel, such designation complied with the foregoing conditions. The Effective Date A/R Facility shall constitute a Qualified Receivables Facility for all purposes under this Agreement and the Parent shall not be required to deliver any certificate designating it as such.

“Rating Agency” means (1) each of Moody’s and S&P and (2) if Moody’s or S&P ceases to provide a Parent Rating for reasons outside of the Parent’s control, a “nationally recognized statistical rating organization” within the meaning of Rule 15cs-1(c)(2)(vi)(F) under

the Exchange Act selected by a Primary Obligor as a replacement agency for Moody's or S&P, as the case may be.

“Ratings Decline” has the meaning set forth in the definition of “Change of Control Triggering Event.”

“Ratings Decline Period” means, with respect to any Change of Control, the period (a) commencing upon the earliest of (i) the date of the first public announcement of the occurrence of such Change of Control, (ii) the date of public notice of the intention by the Parent to effect such Change of Control or (iii) the occurrence of such Change of Control, and (b) ending upon the later of (i) the date that is 60 days after the beginning of such period and (ii) the occurrence of such Change of Control; provided that such period shall be extended for so long as the Parent Rating, as noted by the applicable Rating Agency, is under publicly announced consideration for downgrade by the applicable Rating Agency.

“Real Property” shall mean, collectively, all right, title and interest (including any leasehold estate) in and to any and all parcels of or interests in real property owned in fee or leased by any Settlement Party, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, incidental to the ownership, lease or operation thereof.

“Receivables Assets” shall mean any right to payment created by or arising from sales of goods, leases of goods or the rendition of services rendered no matter how evidenced whether or not earned by performance (whether constituting accounts, general intangibles, chattel paper or otherwise).

“Receivables Entity” shall mean any direct or indirect Wholly Owned Subsidiary of the Parent which engages in no activities other than in connection with the financing of accounts receivable of the Receivables Sellers and which is designated (as provided below) as a “Receivables Entity” (a) with which neither the Parent nor any of its Subsidiaries has any contract, agreement, arrangement or understanding (other than pursuant to the Permitted Receivables Facility Documents (including with respect to fees payable in the ordinary course of business in connection with the servicing of accounts receivable and related assets)) on terms less favorable to the Parent or such Subsidiary than those that might be obtained at the time from persons that are not Affiliates of the Parent (as determined by a Primary Obligor in good faith) and (b) to which neither the Parent nor any other Subsidiary has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results (other than pursuant to Standard Securitization Undertakings). Any such designation shall be evidenced to the Opioid Trust by filing with the Opioid Trust an officer's certificate of the Parent certifying that, to the best of such officer's knowledge and belief after consultation with counsel, such designation complied with the foregoing conditions. ST US AR Finance LLC, a Delaware limited liability company, shall constitute a Receivables Entity for all purposes under this Agreement with respect to the Effective Date A/R Facility and the Parent shall not be required to deliver any certificate designating it as such.

“Receivables Seller” shall mean the Primary Obligors and those Subsidiaries that are from time to time party to the Permitted Receivables Facility Documents (other than any Receivables Entity).

“Recovery Event” shall mean any event that gives rise to the receipt by the Parent or any of its Subsidiaries of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or Real Property (including any improvements thereon).

“Reference Indebtedness” shall have the meaning set forth in the definition of “Subsidiary Settlement Party”.

“Reference Period” has the meaning set forth in the definition of “Pro Forma Basis.”

“Refinance” shall have the meaning assigned to such term in the definition of the term “Permitted Refinancing Indebtedness,” and “Refinanced” shall have a meaning correlative thereto.

~~“Reference Period” has the meaning set forth in the definition of “Pro Forma Basis.”~~

“Regulation U” shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Related Parties” shall mean, with respect to any specified person, such person’s controlled and controlling Affiliates and the respective directors, trustees, officers, employees, agents, advisors and members of such person and such person’s controlled and controlling Affiliates.

“Release” shall mean any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, emanating or migrating in, into, onto or through the Environment.

“Reportable Event” shall mean any reportable event as defined in Section 4043(c) of ERISA or the regulations issued thereunder, other than those events as to which the 30-day notice period referred to in Section 4043(c) of ERISA has been waived, with respect to a Plan (other than a Plan maintained by an ERISA Affiliate that is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code).

“Required Percentage” shall mean, with respect to an Applicable Period, 50%; provided, that, so long as no Default or Event of Default shall have occurred and is continuing, if the Total Net Leverage Ratio as at the end of the Applicable Period is (x) less than or equal to 4.50 to 1.00, such percentage shall be 25% or (y) 3.50 to 1.00, such percentage shall be 0% ~~and~~.

“Requirement of Law” shall mean, as to any person, any law, treaty, rule, regulation, statute, order, ordinance, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding upon such

person or any of its property or assets or to which such person or any of its property or assets is subject.

“Responsible Officer” of any person shall mean any director (*administrateur*), manager (*gérant*), executive officer or Financial Officer of such person, any authorized signatory appointed by the board of directors (*conseil d'administration*) or board of managers (*conseil de gérance*) of such person (as applicable) and any other officer or similar official thereof responsible for the administration of the obligations of such person in respect of this Agreement, or any other duly authorized employee or signatory of such person.

“Restricted Margin Stock” shall mean, at any time, all Margin Stock owned by the Parent and its Subsidiaries which is not Unrestricted Margin Stock.

“Restricted Payments” shall have the meaning assigned to such term in Section 6.06. The amount of any Restricted Payment made other than in the form of cash or cash equivalents shall be the Fair Market Value thereof.

“Retained Excess Cash Flow Overfunding” shall mean, at any time, in respect of any Excess Cash Flow Period, the amount, if any, by which the portion of the Available Amount attributable to the Retained Percentage of Excess Cash Flow for all Excess Cash Flow Interim Periods used in such Excess Cash Flow Period exceeds the actual Retained Percentage of Excess Cash Flow for such Excess Cash Flow Period.

“Retained Percentage” shall mean, with respect to any Excess Cash Flow Period (or Excess Cash Flow Interim Period), (a) 100% minus (b) the Required Percentage with respect to such Excess Cash Flow Period (or Excess Cash Flow Interim Period).

“S&P” shall mean Standard & Poor’s Ratings Group or any successor to the rating agency business thereof.

“Sale and Lease-Back Transaction” shall have the meaning assigned to that term in Section 6.03.

“SEC” shall mean the Securities and Exchange Commission or any successor thereto.

“Secured Cash Management Agreement” shall mean any Cash Management Agreement that is secured by the Liens securing the Takeback Term Loans or any refinancing or replacement thereof.

“Secured Hedge Agreement” shall mean any Hedging Agreement that is secured by the Liens securing the Takeback Term Loans or any refinancing or replacement thereof.

“Secured Net Leverage Ratio” shall mean, as of any date of determination, the ratio of (a) Consolidated Secured Net Debt as of such date to (b) Adjusted Consolidated EBITDA for the most recently ended Test Period for which financial statements of the Parent have been delivered (or were required to be delivered) as required by this Agreement, all determined on a consolidated basis in accordance with Applicable Accounting Principles;

provided that Adjusted Consolidated EBITDA shall be determined for the relevant Test Period on a Pro Forma Basis.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Securitization Repurchase Obligation” means any obligation of a seller of Permitted Receivables Facility Assets in a Qualified Receivables Facility to repurchase Receivables Assets arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a Permitted Receivables Facility Asset or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

“Settlement Documents” shall mean (a) this Agreement, (b) the Subsidiary Guarantee Agreement and (c) solely as to the provisions thereof providing specifically for the payment or prepayment of the Opioid Deferred Cash Payments, the Plan of Reorganization. For the avoidance of doubt, no provisions of the Plan of Reorganization (other than those provisions providing specifically for the payment or prepayment of the Opioid Deferred Cash Payments) shall constitute Settlement Documents, notwithstanding that such provisions may impose obligations of any kind (even if related to Opioid Deferred Cash Payments) on Parent or any of its Subsidiaries to the Opioid Trust (or any of its successors or assigns, in part or in whole) or any of its beneficiaries or Related Parties.

“Settlement Parties” shall mean the Parent, the Primary Obligors and the Subsidiary Settlement Parties.

“Settlement Parties’ Materials” shall have the meaning assigned to such term in Section ~~9.16(a)~~9.17.

“Significant Subsidiary” means any Subsidiary that would be a “Significant Subsidiary” of the Parent within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC (or any successor provisions).

“Similar Business” shall mean any business, the majority of whose revenues are derived from (i) business or activities conducted by the Parent and its Subsidiaries on the Effective Date, (ii) any business that is a natural outgrowth or reasonable extension, development or expansion of any such business or any business similar, reasonably related, incidental, complementary or ancillary to any of the foregoing or (iii) any business that in the Parent’s good faith business judgment constitutes a reasonable diversification of businesses conducted by the Parent and its Subsidiaries.

“SpecGx” shall have the meaning assigned to such term in the Preamble hereto.

“SpecGx Holdings” shall have the meaning assigned to such term in the Preamble hereto.

“Spot Rate” shall mean, with respect to any currency, the spot selling rate posted by Reuters on its website for the sale of the applicable currency in Dollars at approximately 11:00 a.m., New York City time, two ~~business~~Business Days prior to the date of such

determination; provided that if, at the time of any such determination, for any reason, no such spot rate is being quoted, the spot selling rate shall be determined by reference to such commonly available service for displaying exchange rates (*e.g.*, Bloomberg or the Wall Street Journal) as may be reasonably selected by the Opioid Trust or, in the event no such service can reasonably be identified, such spot selling rate obtained from another money center commercial bank reasonably selected by the Opioid Trust.

“Standard Securitization Undertakings” shall mean representations, warranties, covenants and indemnities entered into by the Parent or any Subsidiary thereof in connection with a Qualified Receivables Facility which are reasonably customary (as determined in good faith by a Primary Obligor) in an accounts receivable financing transaction in the commercial paper, term securitization or structured lending market, it being understood that (a) any Securitization Repurchase Obligation and (b) any relevant representations, warranties, covenants and indemnities set forth in the Effective Date A/R Facility shall each be deemed to be a Standard Securitization Undertaking.

“subsidiary” shall mean, with respect to any person (herein referred to as the “parent”), any corporation, limited liability company, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” shall mean, unless the context otherwise requires, a subsidiary of the Parent. Notwithstanding the foregoing (and except for purposes of the definition of “Unrestricted Subsidiary” contained herein) an Unrestricted Subsidiary shall be deemed not to be a Subsidiary of the Parent or any of its Subsidiaries for purposes of this Agreement.

“Subsidiary Guarantee Agreement” shall mean the Subsidiary Guarantee Agreement dated as of the Effective Date as may be amended, restated, supplemented or otherwise modified from time to time, between each Subsidiary Settlement Party and the Opioid Trust (and its successors and assigns, in part or in whole). The Subsidiary Guarantee Agreement shall also be deemed to include any guaranty agreement prepared under applicable local law (in the case of a Subsidiary Settlement Party that is a Foreign Subsidiary) where the Opioid Trust has reasonably determined, based on the advice of counsel, that a separate Guarantee (or modified form of Guarantee) is preferable under relevant local law.

“Subsidiary Redesignation” shall have the meaning provided in the definition of “Unrestricted Subsidiary” contained in this Section 1.01.

“Subsidiary Settlement Party” shall mean (a) each Primary Obligor (other than with respect to its own primary Opioid Obligations), (b) each other Subsidiary of the Parent that is a borrower, issuer, pledgor or guarantor under (I) the Takeback Term Loans, (II) the Existing Secured Notes, (III) any Material Indebtedness incurred to refinance or replace any of the Indebtedness described in clause (I) or (II) or this clause (III) (as determined in good faith by a

Primary Obligor and evidenced by a certificate of a Responsible Officer of a Primary Obligor delivered to the Opioid Trust), (IV) any other Capital Markets Indebtedness of the Parent, any Primary Obligor or any Guarantor, regardless of whether such Capital Markets Indebtedness refinances or replaces the Existing Secured Notes or is otherwise entered into, or (V) other Material Indebtedness with substantially the same borrowers and guarantors (considered as a whole) as the Indebtedness described in clause (I) or (II) (as determined in good faith by a Primary Obligor and evidenced by a certificate of a Responsible Officer of a Primary Obligor delivered to the Opioid Trust) (any Indebtedness described in clauses (I) through (V), “Reference Indebtedness”) and (c) each other Subsidiary that has delivered a supplement to the Subsidiary Guarantee Agreement and not been released therefrom. Subject to Section 6.12, neither Mallinckrodt Holdings GmbH nor, so long as any provision of any Indebtedness prohibits the Co-Borrower from providing a Guarantee of the Obligations, the Co-Borrower shall be required to become a Subsidiary Settlement Party. Notwithstanding anything contained in this Agreement to the contrary, a transfer of any assets from any Settlement Party organized in a Qualified Jurisdiction to a Subsidiary Settlement Party that is not organized in a Qualified Jurisdiction shall, for purposes of Sections 6.04 and 6.05, be deemed to be an Investment in a Subsidiary that is not a Settlement Party and shall be permitted only to the extent such transfer is permitted pursuant to such Sections.

“Swap Obligation” shall mean, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Takeback Term Loan Credit Agreement” shall mean the Credit Agreement, dated as of the Effective Date, among the Parent, the Primary Obligors, as borrowers, the lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., as administrative agent, and Deutsche Bank AG New York Branch, as collateral agent, as amended, modified or supplemented from time to time.

“Takeback Term Loans” shall mean the term loans issued pursuant to the Takeback Term Loan Credit Agreement on the Effective Date pursuant to the terms of the Plan of Reorganization.

“Taxes” shall mean any and all present or future taxes, duties, levies, imposts, assessments, deductions, withholdings or other similar charges imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis and any interest, fines, penalties or additions to tax with respect to the foregoing.

“Termination Date” shall mean the date on which all Opioid Obligations shall have been paid in full in cash (other than in respect of contingent claims not then due).

“Test Period” shall mean, on any date of determination, the period of four consecutive fiscal quarters of the Parent then most recently ended (taken as one accounting period) for which financial statements have been (or were required to be) delivered pursuant to Section 5.04(a) or 5.04(b); provided that prior to the first date financial statements have been

delivered pursuant to Section 5.04(a) or 5.04(b), the Test Period in effect shall be the four fiscal quarter period ending April 1, 2022.

“Third Party Funds” shall mean any accounts or funds, or any portion thereof, received by the Parent or any of its Subsidiaries as agent on behalf of third parties in accordance with a written agreement that imposes a duty upon the Parent or one or more of its Subsidiaries to collect and remit those funds to such third parties.

“Total Net Leverage Ratio” shall mean, as of any date of determination, the ratio of (a) Consolidated Total Net Debt as of such date to (b) Adjusted Consolidated EBITDA for the most recently ended Test Period for which financial statements of the Parent have been delivered (or were required to be delivered) as required by this Agreement, all determined on a consolidated basis in accordance with Applicable Accounting Principles; provided that Adjusted Consolidated EBITDA shall be determined for the relevant Test Period on a Pro Forma Basis.

“Transaction Documents” shall mean the Definitive Documents (as defined in the Plan of Reorganization).

“Transaction Expenses” shall mean any fees or expenses incurred or paid by the Parent or any of its Subsidiaries in connection with the Transactions, the Transaction Documents, this Agreement and the other Settlement Documents, and the transactions contemplated hereby and thereby.

“Transactions” shall mean, collectively, the transactions to occur pursuant to the Transaction Documents, including (a) all transactions contemplated by the Plan of Reorganization (including the entrance into, and performance under, the Transaction Documents); (b) the execution, delivery and performance of the Settlement Documents; and (c) the payment of all fees and expenses to be paid and owing in connection with the foregoing.

“Uniform Commercial Code” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any asset or property.

“Unrestricted Cash” shall mean cash or Permitted Investments of the Parent or any of its Subsidiaries that would not appear as “restricted” on a consolidated balance sheet of the Parent or any of its Subsidiaries.

“Unrestricted Margin Stock” shall mean, at any time, all Margin Stock owned by the Parent and its Subsidiaries to the extent the value thereof exceeds 25% of the aggregate value of all assets owned by the Parent and its Subsidiaries then subject to the covenants contained in Sections 6.02 and 6.05.

“Unrestricted Subsidiary” shall mean (1) any Subsidiary of the Parent, whether now owned or acquired or created after the Effective Date, that is designated after the Effective Date by a Primary Obligor as an Unrestricted Subsidiary hereunder by written notice to the Opioid Trust; provided, that a Primary Obligor shall only be permitted to so designate a new Unrestricted Subsidiary after the Effective Date so long as (a) no Default or Event of Default has

occurred and is continuing or would result therefrom, (b) [reserved], (c) all Investments in such Unrestricted Subsidiary at the time of designation (as contemplated by the immediately following sentence) together with all Investments in any other Unrestricted Subsidiary designated as such in reliance on this clause (1) at the time of designation thereof (as contemplated by the immediately following sentence) are permitted by Section 6.04(j), (d) such Subsidiary being designated as an “Unrestricted Subsidiary” shall also, concurrently with such designation and thereafter, constitute an “Unrestricted Subsidiary” for purposes for all other Material Indebtedness of the Parent or its Subsidiaries issued or incurred after the Effective Date that contains a similar concept, (e) such Subsidiary was not previously designated as an Unrestricted Subsidiary and thereafter re-designated as a Subsidiary, and (f) the Parent shall have delivered to the Opioid Trust an officer’s certificate executed by a Responsible Officer of the Parent, certifying to the best of such officer’s knowledge, compliance with the requirements of this proviso; and (2) any subsidiary of an Unrestricted Subsidiary (unless transferred to such Unrestricted Subsidiary or any of its subsidiaries by the Parent or one or more of its Restricted Subsidiaries after the date of the designation of the parent entity as a “Unrestricted Subsidiary” hereunder, in which case the subsidiary so transferred would be required to be independently designated in accordance with preceding clause (1)). The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Parent (or its Subsidiaries) therein at the date of designation in an amount equal to the Fair Market Value of the Parent’s (or its Subsidiaries’) Investments therein, which shall be required to be permitted on such date in accordance with Section 6.04(j). A Primary Obligor may designate any Unrestricted Subsidiary to be a Subsidiary for purposes of this Agreement (each, a “Subsidiary Redesignation”); provided, that (i) no Default or Event of Default has occurred and is continuing or would result therefrom (after giving effect to the provisions of the immediately succeeding sentence), (ii) [reserved,] and (iii) a Primary Obligor shall have delivered to the Opioid Trust an officer’s certificate executed by a Responsible Officer of a Primary Obligor, certifying to the best of such officer’s knowledge, compliance with the requirements of preceding clauses (i) and (ii). The designation of any Unrestricted Subsidiary as a Subsidiary after the Effective Date shall constitute (i) the incurrence at the time of designation of any Investment, Indebtedness or Liens of such Subsidiary existing at such time and (ii) a return on any Investment by the applicable Settlement Party (or its relevant Subsidiaries) in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the Fair Market Value at the date of such designation of such Settlement Party’s (or its relevant Subsidiaries’) Investment in such Subsidiary. Notwithstanding anything to the contrary contained above, none of the Primary Obligors shall be permitted to be an Unrestricted Subsidiary. As of the Effective Date, there are no Unrestricted Subsidiaries.

“Weighted Average Life to Maturity” shall mean, when applied to the Opioid Deferred Cash Payments or any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining Opioid Deferred Cash Payment or installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of, as the case may be, the Opioid Deferred Cash Payments or such Indebtedness.

“Wholly Owned Domestic Subsidiary” shall mean a Wholly Owned Subsidiary that is also a Domestic Subsidiary.

“Wholly Owned Subsidiary” of any person shall mean a subsidiary of such person, all of the Equity Interests of which (other than directors’ qualifying shares or nominee or other similar shares required pursuant to applicable law) are owned by such person or another Wholly Owned Subsidiary of such person. Unless the context otherwise requires, “Wholly Owned Subsidiary” shall mean a Subsidiary of the Parent that is a Wholly Owned Subsidiary of the Parent.

“Withdrawal Liability” shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Working Capital” shall mean, with respect to the Parent and the Subsidiaries on a consolidated basis at any date of determination, Current Assets at such date of determination minus Current Liabilities at such date of determination; provided, that, for purposes of calculating Excess Cash Flow, increases or decreases in Working Capital shall be calculated without regard to any changes in Current Assets or Current Liabilities as a result of (a) any reclassification in accordance with Applicable Accounting Principles of assets or liabilities, as applicable, between current and noncurrent or (b) the effects of purchase accounting.

Section 1.02 Terms Generally; Applicable Accounting Principles. The definitions set forth or referred to in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, any reference in this Agreement to any Settlement Document shall mean such document as amended, restated, amended and restated, supplemented or otherwise modified from time to time. Except as otherwise expressly provided herein or therein, any reference herein or in any other Settlement Document to the Opioid Trust shall be construed to include the Opioid Trust’s successors and assigns in whole, but not in part. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Parent notifies the Opioid Trust that the Parent requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Opioid Trust notifies the Parent that it requests an amendment to any provision hereof for such purpose), and so long as the same request is made under the agreements governing the Takeback Term Loans (and, if applicable, any Permitted Refinancing Indebtedness thereof (to the extent permitted thereunder)), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. At any time after the Effective Date, the Parent may elect (by written notice to the Opioid Trust) to change its financial

reporting (both hereunder and for its audited financial statements generally) from GAAP to International Financial Reporting Standards (as issued by the International Accounting Standards Board and the International Financial Reporting Standards Interpretations Committee and/or adopted by the European Union (“IFRS”)), as in effect from time to time, in which case, and so long as the same election is made under the agreements governing the Takeback Term Loans (and, if applicable, any Permitted Refinancing Indebtedness thereof (to the extent permitted thereunder)), all references herein to GAAP (except for historical financial statements theretofore prepared in accordance with GAAP) shall instead be deemed references to the IFRS and the related accounting standards as shown in the first set of audited financial statements prepared in accordance therewith and delivered pursuant to this Agreement; provided that, (x) if the Parent notifies the Opioid Trust that the Parent requests an amendment to any provision hereof to eliminate the effect of any change occurring as a result of the adoption of IFRS or in the application thereof on the operation of such provision, and so long as the same request is made under the agreements governing the Takeback Term Loans (and, if applicable, any Permitted Refinancing Indebtedness thereof), or (y) if the Opioid Trust notifies the Parent that it requests an amendment to any provision hereof for such purpose, then such provision shall be interpreted on the basis of GAAP as otherwise required above (and without regard to this sentence) until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Parent or any Subsidiary at “fair value”, as defined therein, (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof and (iii) for the avoidance of doubt, except as provided in the definition of “Consolidated Net Income”, without giving effect to the financial condition, results and performance of the Unrestricted Subsidiaries. Notwithstanding anything contained in the definition of Applicable Accounting Principles to the contrary, unless a Primary Obligor otherwise elects by delivery of a notice delivered to the Opioid Trust, all obligations under any leases of any person that are or would be characterized as operating lease obligations in accordance with GAAP as in effect in the United States on January 31, 2018 (whether or not such operating lease obligations were in effect on such date) shall continue to be accounted for as operating lease obligations (and not as Capitalized Lease Obligations) for purposes of this Agreement regardless of any change in GAAP following the date that would otherwise require such obligations to be recharacterized as Capitalized Lease Obligations.

Section 1.03 Exchange Rates; Currency Equivalents. Except for purposes of financial statements delivered by Settlement Parties hereunder or calculating financial ratios hereunder or except as otherwise provided herein, the applicable amount of any currency (other than Dollars) for purposes of the Settlement Documents shall be such Dollar Equivalent amount as determined in accordance with this Agreement. No Default or Event of Default shall arise as a result of any limitation or threshold set forth in Dollars in Article VI or Sections 7.01(d) and 7.01(g) hereof (or, in each case, in the definition of any term used therein) being exceeded solely as a result of changes in currency exchange rates from those rates applicable on the first day of the fiscal quarter of the Parent in which such determination occurs or in respect of which such determination is being made.

Section 1.04 Timing of Payment or Performance. Except as otherwise expressly provided herein, when the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day.

Section 1.05 Times of Day. Unless otherwise specified herein, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.06 Special Luxembourg Provisions. Without prejudice to the generality of any provision of this Agreement, to the extent this Agreement relates to the Lux Borrower or any other Lux Settlement Party, a reference to: (a) a winding-up, administration or dissolution includes, without limitation, bankruptcy (*faillite*), ~~court-ordered liquidation~~ (*liquidation judiciaire*), composition with creditors (*concordat préventif de faillite*), moratorium or reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*) or general settlement with creditors; (b) a receiver, administrative receiver, administrator, trustee, custodian, sequestrator, conservator, compulsory manager, interim manager or similar officer appointed for the reorganization or liquidation of the business of a person includes, without limitation, a *juge délégué*, *commissaire*, *juge-commissaire*, *mandataire ad hoc*, *administrateur provisoire*, *liquidateur* or *curateur* or similar officer pursuant to any insolvency or similar proceedings; (c) a lien or security interest includes any *hypothèque*, *nantissement*, *gage*, *privilege*, *sûreté réelle*, *droit de rétention* and any type of security in rem (*sûreté réelle*) or agreement or arrangement having a similar effect and any transfer of title by way of security; (d) a person being unable to pay its debts includes that person being in a state of *cessation de paiements*; (e) gross negligence means *faute lourde* and wilful misconduct means *faute dolosive*; (f) creditors process means an executory attachment (*saisie exécutoire*) or conservatory attachment (*saisie conservatoire*); (g) a guarantee includes any *garantie* which is independent from the debt to which it relates and excludes any suretyship (*cautionnement*) within the meaning of Articles 2011 and seq. of the Luxembourg Civil Code; (h) by-laws or constitutional documents includes its up-to-date (restated) articles of association (*statuts coordonnés*); (i) a director includes an *administrateur* or a *gérant*; (j) a set-off includes, for purposes of Luxembourg law, statutory set-off; (k) an agent includes, without limitation, a *mandataire*; and (l) shares include *parts sociales* or *actions*.

ARTICLE II  
OPIOID DEFERRED CASH PAYMENTS

Section 2.01 Repayment of Opioid Deferred Cash Payments. The Primary Obligors shall pay to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable), to the account(s) most recently specified for such purposes in a written notice delivered by the Opioid Trust (or, if applicable, any successor or assignee thereof) to the Primary Obligors, each of the Opioid Deferred Cash Payments on the dates and in the amounts specified in the Plan of Reorganization.

Section 2.02 Prepayment of Opioid Deferred Cash Payments. The Primary Obligors shall have the right at any time and from time to time to prepay the Opioid Deferred Cash Payments in whole or in part, without premium or penalty; provided that if such prepayment occurs on or prior to the date that is eighteen (18) months after the Effective Date, the amount required to make such prepayment shall be (a) for prepayment in full (and with no prior prepayments having been made) as of the end of each of the 18 months after the Effective Date, the amount set forth on Schedule 1.01(C) hereof in respect of such month or (b) to the extent a prepayment is partial, is made following an earlier prepayment, or occurs other than at the end of a month, an amount equal to the present value of the amounts to be prepaid, at the date of prepayment, discounted at the discount rate that would be required for (i) (A) the present value of the then-remaining scheduled Opioid Deferred Cash Payments at the prepayment date (without giving effect to any prior prepayments), excluding the payment due on the eighth anniversary of the Effective Date, plus (B) \$450,000,000 to equal (ii) (A) the present value of the payments that would have been remaining under the Original Payment Schedule at the prepayment date (excluding the initial \$300,000,000 payment provided for in the Original Payment Schedule and any other payments that would have been made by such date, but without giving effect to any prior prepayments), discounted at a discount rate of 12% per annum, plus (B) \$300,000,000; provided that to the extent the Primary Obligors or any other Settlement Party seeks to prepay only a portion of the Opioid Deferred Cash Payments in accordance with the Plan of Reorganization and this Section 2.02, such prepayment (x) may not be funded from the proceeds of the incurrence of Indebtedness and (y) shall be applied to prepay Opioid Deferred Cash Payments in accordance with the above in inverse order beginning with the payment due on the eighth anniversary of the Effective Date. For the purposes of this Section 2.02 and the prepayment of any Opioid Deferred Cash Payments, months shall be calculated starting from the Effective Date, not calendar months.

Section 2.03 Payments Generally.

(a) Unless otherwise specified, each Primary Obligor shall make each payment required to be made by it hereunder prior to 3:00 p.m., Local Time, on the date when due, in immediately available funds, without condition or deduction for any defense, recoupment, set-off, or counterclaim. All payments made under the Settlement Documents shall be made in Dollars.

(b) Any proceeds received by the Opioid Trust (or any of its successors or assigns, in part or in whole) (whether as a result of any setoff rights, any distribution in connection with any proceeding or other action of any Settlement Party in respect of any Bankruptcy Law or otherwise and whether received in cash or otherwise) (i) not constituting a specific payment of an Opioid Deferred Cash Payment, fees or other sum payable under the Settlement Documents or (ii) after an Event of Default has occurred and is continuing and the Opioid Trust so elects, such funds shall be applied, *first*, to pay any fees, indemnities or expense reimbursements including amounts then due to the Opioid Trust, *second*, to pay any Opioid Deferred Cash Payment, and *third*, to the payment of any other Opioid Obligations due to the Opioid Trust (or any of its successors or assigns, in part or in whole) by the Settlement Parties.

#### Section 2.04 Taxes.

(a) Any and all payments by or on account of any obligation of the Primary Obligors under this Agreement shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of the Primary Obligors) requires the deduction or withholding of any Tax from any such payment by a Primary Obligor, then such Primary Obligor shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law. If such Tax is an Indemnified Tax, then the sum payable by the Primary Obligors (or by any other entity on account of the obligation of the Primary Obligors under this Agreement) shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the Opioid Trust (and its successors and assigns, in part or in whole) receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Primary Obligors. The Primary Obligors shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Opioid Trust (and its successors and assigns, in part or in whole) timely reimburse it for the payment of, any Other Taxes.

(c) Indemnification by the Primary Obligors. The Primary Obligors shall jointly and severally indemnify the Opioid Trust (and its successors and assigns, in part or in whole), within 15 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by the Opioid Trust (or any of its successors or assigns, in part or in whole) or required to be withheld or deducted from a payment to the Opioid Trust (or any of its successors or assigns, in part or in whole) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Notwithstanding the foregoing, solely in the case of a successor or assignee pursuant to Section 9.04, if the Primary Obligors assert by written notice within 15 days after receipt of such demand that such Indemnified Taxes were not correctly imposed or asserted by the relevant Governmental Authority (as determined by the Primary Obligors at a “should” level of comfort or greater), such successor or assignee shall use commercially reasonable efforts (at the expense of the Primary Obligors) in contesting the imposition of such Indemnified Taxes and will permit the Primary Obligors to participate in such

contest if feasible, so long as such manner of contest would not materially prejudice the legal position of such successor or assignee. A certificate as to the amount of such payment or liability delivered to the Primary Obligors by the Opioid Trust (and its successors and assigns, in part or in whole) shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by the Primary Obligors to a Governmental Authority pursuant to this Section 2.04, the Primary Obligors shall deliver to the Opioid Trust (or any of its successors or assigns, in part or in whole) the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Opioid Trust (or any of its successors or assigns, in part or in whole).

(e) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (e) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (e) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(f) Survival. Each party's obligations under this Section shall survive any assignment of rights by the Opioid Trust (or any of its successors or assigns, in part or in whole), and the termination, payment, satisfaction or discharge of all obligations under any this Agreement.

(g) Notwithstanding anything to the contrary in this Agreement, except as otherwise required by Change in Law after the Effective Date and in compliance with the provisions of this clause (g), the parties shall not treat or report the arrangements under this Agreement as indebtedness for U.S. federal, state or local income Tax purposes. No party shall take any position that is inconsistent with such treatment for U.S. federal, state or local income Tax purposes unless otherwise required pursuant to a final "determination" within the meaning of Section 1313 of the Code (or corresponding provisions of applicable law with respect to applicable state and local income Tax purposes). If the Primary Obligors determine, based on

advice from its U.S. tax advisor, that due to a Change in Law after the Effective Date the arrangements under this Agreement are required to be treated and reported as indebtedness for U.S. federal, state or local income Tax purposes, the Primary Obligors shall provide a prior written notice to the Opioid Trust and such parties shall negotiate in good faith the appropriate treatment of such arrangement. If such parties are unable to reach such an agreement within 20 days, such dispute shall be submitted for resolution to a nationally recognized accounting firm mutually agreed by the parties in a manner that is most consistent with the intention of the parties not to treat such arrangement as debt for U.S. federal, state and local income Tax purposes. For the avoidance of doubt, each reference in this Section 2.04(g) to the Opioid Trust shall be interpreted in accordance with Section 1.02 as a reference to the Opioid Trust and its successors and assigns in whole, but not in part.

Section 2.05 Claim Amount. In the event of any bankruptcy or other proceeding with respect to any Settlement Party under or pursuant to any Bankruptcy Law, the Opioid Trust (together with its successors and assigns, in part or in whole) shall be entitled to assert the full unpaid amount of the Opioid Deferred Cash Payments, without discount or reduction of any kind, including without limitation any discount or reduction that might otherwise be imposed by law, including Bankruptcy Law or any court administering any such proceeding, as a result of, or in connection with, the payment of any of the Opioid Deferred Cash Payments prior to their originally scheduled payment dates.

### ARTICLE III CONDITIONS PRECEDENT

Section 3.01 Effective Date. This Agreement shall become effective as to all parties upon the first date when:

- (a) this Agreement shall have been executed by each of the Parent, the Primary Obligors;
- (b) the Guarantee Requirement shall have been satisfied;
- (c) the Bankruptcy Court shall have entered an order approving this Agreement and the Guarantee, incorporating them into the Confirmation Order and deeming this Agreement and the Guarantee executed by the Opioid Trust (the “Approval Order”) and the Approval Order shall remain in full force and effect; and
- (d) the Effective Date (as defined in the Plan of Reorganization) shall have occurred.

### ARTICLE IV [RESERVED]

ARTICLE V  
AFFIRMATIVE COVENANTS

The Parent and each Primary Obligor covenants and agrees with the Opioid Trust (and any of its successors and assigns, in part or in whole) that, until the Termination Date, unless the Opioid Trust shall otherwise consent in writing, the Parent and each Primary Obligor will, and will cause each of the Subsidiaries to:

Section 5.01 Existence; Business and Properties. (a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, except (i) in the case of a Subsidiary (other than Parent or any a Material Subsidiary), where the failure to do so would not reasonably be expected to have a Material Adverse Effect, (ii) as otherwise permitted under Section 6.05, and (iii) for the liquidation or dissolution of Subsidiaries if the assets of such Subsidiaries, to the extent they exceed estimated liabilities, are acquired by the Parent or a Wholly Owned Subsidiary of the Parent in such liquidation or dissolution; provided that (x) Subsidiary Settlement Parties may not be liquidated into Subsidiaries that are not Settlement Parties, and (y) Domestic Subsidiaries may not be liquidated into Foreign Subsidiaries (except in each case as permitted under Section 6.05(n)).

(b) Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, do or cause to be done all things necessary to (i) lawfully obtain, preserve, renew, extend and keep in full force and effect the permits, franchises, authorizations, Intellectual Property, licenses and rights with respect thereto used in the conduct of its business, and (ii) at all times maintain, protect and preserve all property necessary to the normal conduct of its business and keep such property in good repair, working order and condition (ordinary wear and tear excepted), from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith, if any, may be properly conducted at all times (in each case except as permitted by this Agreement).

Section 5.02 Insurance. (a) Maintain, with financially sound and reputable insurance companies, insurance (subject to customary deductibles and retentions) in such amounts and against such risks as are customarily maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations. Notwithstanding the foregoing, the Parent and the Subsidiaries may self-insure with respect to such risks with respect to which companies of established reputation engaged in the same general line of business in the same general area usually self-insure.

(b) In connection with the covenants set forth in this Section 5.02, it is understood and agreed that:

(i) the Opioid Trust (and its successors and assigns, in part or in whole) and its and their respective agents or employees shall not be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 5.02, it being understood that (A) the Settlement Parties shall look solely to their insurance companies or any other parties other than the aforesaid parties for the recovery of such loss or damage and (B) such insurance companies shall have no rights of

subrogation against the Opioid Trust (or any of its successors or assigns, in part or in whole) or its or their respective agents or employees. If, however, the insurance policies, as a matter of the internal policy of such insurer, do not provide waiver of subrogation rights against such parties, as required above, then each of the Parent and each Primary Obligor, on behalf of itself and behalf of each of its Subsidiaries, hereby agrees, to the extent permitted by law, to waive, and further agrees to cause each of their Subsidiaries to waive, its right of recovery, if any, against the Opioid Trust (and its successors and assigns, in part or in whole) and its and their respective agents and employees; and

(ii) the amount and type of insurance that the Parent and its Subsidiaries has in effect as of the Effective Date satisfy for all purposes the requirements of this Section 5.02.

Section 5.03 Taxes. Pay its obligations in respect of all Tax liabilities, assessments and governmental charges, before the same shall become delinquent or in default, except where (i) the amount or validity thereof is being contested in good faith by appropriate proceedings and a Primary Obligor or a Subsidiary thereof has set aside on its books adequate reserves therefor in accordance with GAAP or (ii) the failure to make payment could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.04 Financial Statements, Reports, etc. Furnish to the Opioid Trust:

(a) within 90 days after the end of each fiscal year of the Parent ending after the Effective Date, a consolidated balance sheet and related statements of operations, cash flows and owners' equity showing the financial position of the Parent and its Subsidiaries as of the close of such fiscal year and the consolidated results of their operations during such year and setting forth in comparative form the corresponding figures for the prior fiscal year, which consolidated balance sheet and related statements of operations, cash flows and owners' equity shall be accompanied by customary management's discussion and analysis and audited by independent public accountants of recognized national standing and accompanied by an opinion of such accountants (which opinion shall not be qualified as to scope of audit or as to the status of the Parent or any Material Subsidiary as a going concern, other than solely with respect to, or resulting solely from, an upcoming maturity date under any Indebtedness, but not any Opioid Deferred Payment Obligations, occurring within one year from the time such opinion is delivered) to the effect that such consolidated financial statements fairly present, in all material respects, the financial position and results of operations of the Parent and its Subsidiaries on a consolidated basis in accordance with Applicable Accounting Principles (it being understood that the delivery by the Parent of annual reports on Form 10-K of the Parent and its consolidated Subsidiaries shall satisfy the requirements of this Section 5.04(a) to the extent such annual reports include the information specified herein);

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Parent (commencing with the first fiscal quarter ending after the Effective Date), a consolidated balance sheet and related statements of operations and cash flows showing the financial position of the Parent and its Subsidiaries as of the close of such fiscal quarter and the consolidated results of their operations during such fiscal quarter and the then-elapsed portion of the fiscal year and setting forth in comparative form the corresponding figures for the

corresponding periods of the prior fiscal year, all of which shall be in reasonable detail, which consolidated balance sheet and related statements of operations and cash flows shall be accompanied by customary management's discussion and analysis and which consolidated balance sheet and related statements of operations and cash flows shall be certified by a Financial Officer of the Parent on behalf of the Parent as fairly presenting, in all material respects, the financial position and results of operations of the Parent and its Subsidiaries on a consolidated basis in accordance with Applicable Accounting Principles (subject to normal year-end audit adjustments and the absence of footnotes) (it being understood that the delivery by the Parent of quarterly reports on Form 10-Q of the Parent and its consolidated Subsidiaries shall satisfy the requirements of this Section 5.04(b) to the extent such quarterly reports include the information specified herein);

(c) (x) no later than five (5) days after any financial statements are delivered or required to be delivered under clause (a) or (b) above, a certificate of a Financial Officer of the Parent (i) certifying that no Event of Default or Default has occurred since the date of the last certificate delivered pursuant to this Section 5.04(c) (or since the Effective Date in the case of the first such certificate) or, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto and (ii) setting forth the calculation and uses of the Available Amount for the fiscal period then ended if any Primary Obligor shall have used the Available Amount for any purpose during such fiscal period and (y) no later than five (5) days after any financial statements are delivered or required to be delivered under clause (a) above, if the accounting firm is not restricted from providing such a certificate by its policies office, a certificate of the accounting firm opining on or certifying such statements stating whether they obtained knowledge during the course of their examination of such statements of any Default or Event of Default (which certificate may be limited to accounting matters and disclaim responsibility for legal interpretations);

(d) promptly after the same become publicly available, copies of all periodic and other publicly available reports, proxy statements and, to the extent requested by the Opioid Trust, other materials filed by the Parent, any Primary Obligor or any of the Subsidiaries with the SEC, or distributed to its stockholders generally, as applicable; provided, however, that such reports, proxy statements, filings and other materials required to be delivered pursuant to this clause (d) shall be deemed delivered for purposes of this Agreement when posted to the website of the Parent or the website of the SEC;

(e) within 90 days after the beginning of each fiscal year of the Parent that commences after the Effective Date, a consolidated annual budget for such fiscal year consisting of a projected consolidated balance sheet of the Parent and its Subsidiaries as of the end of the following fiscal year and the related consolidated statements of projected cash flow and projected income (collectively, the "Budget"), which Budget shall in each case be accompanied by the statement of a Financial Officer of the Parent to the effect that the Budget is based on assumptions believed by the Parent to be reasonable as of the date of delivery thereof; and

(f) promptly, from time to time, such other information regarding the post-Effective Date operations, business affairs and financial condition of the Parent, the Primary Obligors or any of the Subsidiaries, or compliance with the terms of any Settlement

Document, as in each case the Opioid Trust may reasonably request; provided that any request for information related to investigating, preserving or pursuing the Assigned Claims (as defined in the Opioid MDT II Cooperation Agreement) or defending against Opioid Claims (as defined in the Plan of Reorganization) (collectively, “Cooperation Agreement Information”) shall be made pursuant to the Opioid MDT II Cooperation Agreement.

The Parent and each Primary Obligor hereby acknowledge and agree that all financial statements furnished pursuant to paragraphs (a), (b) and (d) of this Section 5.04 are hereby deemed to be Settlement Parties’ Materials suitable for distribution, and to be made available, to any partial assignee of the Opioid Trust, the Beneficiaries of the Opioid Trust and their respective advisors, as contemplated by Section 9.16, and may be treated by the Opioid Trust and such Beneficiaries and advisors as if the same had been marked “PUBLIC” in accordance with such Section (unless a Primary Obligor otherwise notifies the Opioid Trust in writing on or prior to delivery thereof).

Section 5.05 Litigation and Other Notices. Furnish to the Opioid Trust written notice of the following promptly after any Responsible Officer of the Parent or a Primary Obligor obtains actual knowledge thereof:

(a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) proposed to be taken with respect thereto;

(b) the filing or commencement of, or any written threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority or in arbitration, against the Parent, a Primary Obligor or any of the Subsidiaries as to which an adverse determination is reasonably probable and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect;

(c) any other development specific to the Parent, a Primary Obligor or any of the Subsidiaries that is not a matter of general public knowledge and that has had, or would reasonably be expected to have, a Material Adverse Effect; and

(d) the occurrence of any ERISA Event that, together with all other ERISA Events that have occurred, would reasonably be expected to have a Material Adverse Effect.

Each notice delivered under this Section 5.05 shall be accompanied by a statement of a Responsible Officer of the Parent setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.06 Compliance with Laws. Comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 5.07 Maintaining Records; Access to Properties and Inspections. Maintain all financial records in accordance with Applicable Accounting Principles and permit any persons designated by the Opioid Trust to visit and inspect the post-Effective Date financial

records and the properties of the Parent, the Primary Obligors or any of the Subsidiaries at reasonable times, upon reasonable prior notice to a Primary Obligor, and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any persons designated by the Opioid Trust upon reasonable prior notice to a Primary Obligor to discuss the post-Effective Date business affairs, finances and financial condition of the Parent, the Primary Obligors or any of the Subsidiaries with the officers thereof and independent accountants therefor (so long as a Primary Obligor has the opportunity to participate in any such discussions with such accountants), in each case, subject to reasonable requirements of confidentiality, including requirements imposed by law or by contract (including Section 9.16). The Parent and each Primary Obligor acknowledges that the Opioid Trust, after exercising its rights of inspection, may prepare and distribute to any of its successors and assigns and the Beneficiaries of the Opioid Trust and their respective advisors certain reports pertaining to Parent and its Subsidiaries' assets for internal use by the Opioid Trust and such Beneficiaries and advisors, subject to requirements of confidentiality set forth in Section 9.16.

Section 5.08 Compliance with Environmental Laws. Comply, and make reasonable efforts to cause all lessees and other persons occupying its properties to comply, with all applicable Environmental Laws; and obtain and renew all required Environmental Permits, except, in each case with respect to this Section 5.08, to the extent the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.09 Further Assurances. Execute any and all further documents, financing statements, agreements and instruments, and take all such further actions, that the Opioid Trust may reasonably request (including, without limitation, those required by applicable law), to satisfy the Guarantee Requirement and to cause the Guarantee Requirement to be and remain satisfied, all at the expense of the Settlement Parties. If (i) any additional direct or indirect Subsidiary of the Parent is formed or acquired after the Effective Date (with any Subsidiary Redesignation resulting in an Unrestricted Subsidiary becoming a Subsidiary being deemed to constitute the acquisition of a Subsidiary) and such Subsidiary qualifies as a Subsidiary Settlement Party or (ii) any person qualifies (but did not previously qualify) as a Subsidiary Settlement Party (including, for the avoidance of doubt, pursuant to the definition of “Subsidiary Settlement Party”), in each case, within 10 Business Days after the date such Subsidiary qualifies as a Subsidiary Settlement Party (or such longer period as the Opioid Trust may agree in its sole discretion), the Primary Obligors shall notify the Opioid Trust thereof and, within 15 Business Days (in the case of a Domestic Subsidiary) or 25 Business Days (in the case of a Foreign Subsidiary) after the date such Subsidiary qualifies as a Subsidiary Settlement Party or such longer period as the Opioid Trust may agree in its sole discretion, cause the Guarantee Requirement to be satisfied with respect to such Subsidiary.

Section 5.10 Change of Control Triggering Event. Within thirty (30) days following the occurrence of a Change of Control Triggering Event, the Primary Obligors shall (I) notify the Opioid Trust (a) that a Change of Control Triggering Event has occurred, (b) of the relevant facts and circumstances regarding such Change of Control Triggering Event and (c) of the potential repayment date (which shall be no earlier than thirty (30) days nor later than sixty (60) days from the date such notice is sent; provided that in the case of a conditional Change of Control Triggering Event notice delivered in advance of a Change of Control Triggering Event as described below, the potential repayment date will be stated and may be based on a date relative to the closing of the applicable transaction that is expected to result in a Change of Control Triggering Event and which may be tolled until the occurrence of a Change of Control Triggering Event), and (II) make an offer to the Opioid Trust (and its successors and assigns, in part or in whole) to prepay the undiscounted amount of all remaining Opioid Deferred Cash Payments. At any time on or prior to the date that is ten (10) Business Days prior to such potential repayment date, the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) may, in its or their respective sole discretion, decline the Primary Obligors’ offer to prepay the applicable remaining Opioid Deferred Cash Payments by delivering written notice to the Primary Obligors of such election. In the event that the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) fails to timely deliver such notice, the Primary Obligors shall so pay the undiscounted amount of the applicable remaining Opioid Deferred Cash Payments, and the undiscounted amount of the applicable remaining Opioid Deferred Cash Payments shall be due and payable, on the earlier of (x) the potential repayment date set forth in the notice delivered to the Opioid Trust pursuant to this Section 5.10 and (y) ninety (90) days after the occurrence of the Change of Control Triggering Event. A Change of Control Triggering Event notice may be made in advance of a Change of Control Triggering Event, and conditioned upon such Change of Control Triggering Event, if a definitive agreement is in place for the applicable Change of Control at the time of making of the Change of Control Triggering Event notice.

## ARTICLE VI

### *Negative Covenants*

The Parent and each Primary Obligor covenants and agrees with the Opioid Trust (and its successors and assigns, in part or in whole) that, until the Termination Date, unless the Opioid Trust shall otherwise consent in writing, the Parent and each Primary Obligor will not, and will not permit any of the Subsidiaries to:

Section 6.01 Indebtedness. Incur, create, assume or permit to exist any Indebtedness, except:

(a) Indebtedness (other than as described in Section 6.01(v) and Section 6.01(bb) below) existing or committed on the Effective Date (provided, that any such Indebtedness (x) that is owed to any person other than Parent and one or more of its Subsidiaries, in an aggregate amount in excess of \$5,000,000 shall be set forth in Part A of Schedule 6.01 and (y) owing to Parent or one or more of its Subsidiaries in an individual amount in excess of \$5,000,000 shall be set forth on Part B of Schedule 6.01) and any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness; provided that (1) any Indebtedness outstanding pursuant to this clause (a) which is owed by a Settlement Party to any Subsidiary that is not a Settlement Party shall be subordinated in right of payment to the same extent required pursuant to Section 6.01(e) and (2) any Permitted Refinancing Indebtedness at any time incurred with respect to any Indebtedness described in clause (y) of this Section 6.01(a) outstanding on the Effective Date (or an issue of Permitted Refinancing Indebtedness incurred in respect thereof or prior to the incurrence of such Permitted Refinancing Indebtedness) may only be owed to the Parent or its respective Subsidiary to which the Indebtedness described in clause (y) above outstanding on the Effective Date was owed;

(b) [reserved;]

(c) Indebtedness of the Parent or any Subsidiary pursuant to Hedging Agreements entered into for non-speculative purposes;

(d) Indebtedness owed to (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) any person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Parent or any Subsidiary, pursuant to reimbursement or indemnification obligations to such person, in each case in the ordinary course of business or consistent with past practice or industry practices;

(e) Indebtedness of the Parent or any Primary Obligor to the Parent or any Subsidiary and of any Subsidiary to the Parent, any Primary Obligor or any other Subsidiary; provided, that (i) Indebtedness of any Subsidiary that is not a Subsidiary Settlement Party owing to the Settlement Parties incurred pursuant to this Section 6.01(e) shall be subject to, and separately permitted by, Section 6.04 (other than Section 6.04(r)) and (ii) Indebtedness owed by any Settlement Party to any Subsidiary that is not a Settlement Party incurred pursuant to this Section 6.01(e) shall be subordinated in right of payment to the Opioid Obligations under this

Agreement on subordination terms described in Exhibit A hereto or on other subordination terms reasonably satisfactory to the Opioid Trust and a Primary Obligor;

(f) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations, in each case provided in the ordinary course of business or consistent with past practice or industry practices, including those incurred to secure health, safety and environmental obligations in the ordinary course of business or consistent with past practice or industry practices;

(g) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or other cash management services, in each case incurred in the ordinary course of business;

(h) (i) Indebtedness of a Subsidiary acquired after the Effective Date or a person merged or consolidated with the Parent or any Subsidiary after the Effective Date and Indebtedness otherwise assumed by the Parent, any Primary Obligor or any other Settlement Party that is a Domestic Subsidiary (and which may be guaranteed by any Settlement Party) in connection with the acquisition of assets or Equity Interests (including a Permitted Business Acquisition), where such acquisition, merger or consolidation is not prohibited by this Agreement; provided, that, (x) Indebtedness incurred pursuant to preceding sub clause (h)(i) shall be in existence prior to the respective merger, consolidation or acquisition of assets or Equity Interests (including a Permitted Business Acquisition) and shall not have been created in contemplation thereof or in connection therewith, and (y) after giving effect to the incurrence of such Indebtedness, (A) in the case of any such Indebtedness that is secured, the Secured Net Leverage Ratio (I) shall not be greater than (1) so long as Qualified Ratings apply, 3.25 to 1.00 or (2) otherwise, 2.75 to 1.00 or (II) shall be no more than the Secured Net Leverage Ratio in effect immediately prior thereto and, (B) in the case of any such Indebtedness (whether secured or unsecured), the Fixed Charge Coverage Ratio (I) shall not be less than 2.25 to 1.00 or (II) shall be no less than the Fixed Charge Coverage Ratio in effect immediately prior thereto, each of the Secured Net Leverage Ratio and the Fixed Charge Coverage Ratio calculated on a Pro Forma Basis for the then most recently ended Test Period; and (ii) any Permitted Refinancing Indebtedness incurred to Refinance any such Indebtedness;

(i) (x) Capitalized Lease Obligations, mortgage financings and other Indebtedness incurred by the Parent or any Subsidiary prior to or within 360 days after the acquisition, lease, construction, repair, replacement or improvement of the respective property (real or personal, and whether through the direct purchase of property or the Equity Interest of any person owning such property) permitted under this Agreement in order to finance such acquisition, lease, construction, repair, replacement or improvement, in an aggregate principal amount that immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(i) and Section 6.01(j), would not exceed the greater of \$125,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when incurred, created or assumed, and (y) any Permitted Refinancing Indebtedness in respect thereof;

(j) (x) Capitalized Lease Obligations and any other Indebtedness incurred by the Parent or any Subsidiary arising from any Sale and Lease-Back Transaction that is permitted under Section 6.03 so long as the principal amount thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(j) and Section 6.01(i), would not exceed the greater of \$125,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when incurred, created or assumed, and (y) any Permitted Refinancing Indebtedness in respect thereof;

(k) (x) other Indebtedness of the Parent or any Subsidiary, in an aggregate principal amount that, immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(k), would not exceed the greater of \$50,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when incurred, created or assumed and (y) any Permitted Refinancing Indebtedness in respect thereof;

(l) [reserved];

(m) Guarantees (i) by the Parent, any Primary Obligor or any Subsidiary Settlement Party of any Indebtedness of the Parent, any Primary Obligor or any Subsidiary Settlement Party permitted to be incurred under this Agreement, (ii) by the Parent, any Primary Obligor or any Subsidiary Settlement Party of Indebtedness otherwise permitted hereunder of any Subsidiary that is not a Subsidiary Settlement Party to the extent such Guarantees are permitted by Section 6.04 (other than Section 6.04(r)), (iii) by any Subsidiary that is not a Subsidiary Settlement Party of Indebtedness of another Subsidiary that is not a Subsidiary Settlement Party and (iv) by the Parent, any Primary Obligor or any Subsidiary Settlement Party of Indebtedness of Subsidiaries that are not Subsidiary Settlement Parties incurred for working capital purposes in the ordinary course of business on ordinary business terms so long as such Indebtedness is permitted to be incurred under Section 6.01(q) and to the extent such Guarantees are permitted by Section 6.04 (other than Section 6.04(r)); provided, that Guarantees (x) by the Parent, any Primary Obligor or any Subsidiary Settlement Party under this Section 6.01(m) of any other Indebtedness of a person that is subordinated in right of payment to other Indebtedness of such person shall be expressly subordinated in right of payment to the Opioid Obligations to at least the same extent as such underlying Indebtedness is subordinated in right of payment and (y) otherwise permitted by this Section 6.01(m) shall not be permitted with respect to any Indebtedness (including, without limitation, Permitted Debt and Permitted Refinancing Indebtedness) where the guarantor providing the Guarantee is not permitted to guarantee such Indebtedness because this Section 6.01 (or defined terms used in this Section 6.01) otherwise limit the persons who may guarantee such Indebtedness (where such Indebtedness is being Refinanced or otherwise);

(n) Indebtedness arising from agreements of the Parent or any Subsidiary providing for indemnification, adjustment of purchase or acquisition price or similar obligations (including earn-outs), in each case, incurred or assumed in connection with the Transactions, any Permitted Business Acquisition, other Investments or the disposition of any business, assets or a Subsidiary, in each case not prohibited by this Agreement;

(o) Indebtedness in respect of letters of credit, bank guarantees, warehouse receipts or similar instruments issued in the ordinary course of business or consistent with past practice or industry practices and not supporting obligations in respect of Indebtedness for borrowed money;

(p) (i) Permitted Debt that is not secured by First Liens ~~on the Collateral~~ so long as immediately after giving effect to the incurrence of such Permitted Debt and the use of proceeds thereof, (A) the Fixed Charge Coverage Ratio on a Pro Forma Basis is not less than (1) if the aggregate amount of unpaid Opioid Deferred Cash Payments does not exceed \$375,000,000, 2.25 to 1.00, (2) if the aggregate amount of unpaid Opioid Deferred Cash Payments exceeds \$375,000,000, but does not exceed \$625,000,000, 2.50 to 1.00 or (3) otherwise, 2.75 to 1.00, and (B) no Default or Event of Default shall have occurred and be continuing or shall result therefrom, and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(q) (x) Indebtedness of Subsidiaries that are not Subsidiary Settlement Parties in an aggregate principal amount outstanding that, immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(q), would not exceed the greater of \$100,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when incurred, created or assumed, and (y) any Permitted Refinancing Indebtedness in respect thereof; provided that no Settlement Party is an obligor in respect of, or provides any collateral or other credit support in any way in connection with, such Indebtedness or such Permitted Refinancing Indebtedness, except that (A) a Settlement Party that owns the Equity Interests of any such Subsidiary may pledge such Equity Interests (and associated books and records, rights, privileges, dividends and proceeds thereof) to secure such Indebtedness of such Subsidiary, but no person shall have any recourse or claim whatsoever to or against such Settlement Party (other than solely on such Equity Interests (and associated books and records, rights, privileges, dividends and proceeds thereof)) and (B) guarantees by a ~~Loan~~ Settlement Party pursuant to Section 6.01(m)(iv);

(r) Indebtedness incurred in the ordinary course of business in respect of obligations of the Parent or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; provided, that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money or any Hedging Agreements;

(s) Indebtedness representing deferred compensation to employees, consultants or independent contractors of the Parent or any Subsidiary incurred in the ordinary course of business;

(t) (x) Indebtedness under Qualified Receivables Facilities in an aggregate principal amount outstanding that, immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(t), would not exceed the greater of \$200,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA

Percentage when incurred, created or assumed and (y) any Permitted Refinancing Indebtedness in respect thereof;

(u) obligations in respect of Cash Management Agreements;

(v) (i) Takeback Term Loans in an aggregate principal amount not to exceed \$1,762,634,900.41, (ii) New First Lien Notes in an aggregate principal amount not to exceed \$650,000,000.00, (iii) other Permitted Debt (provided that Parent and its Subsidiaries may not incur pursuant to this clause (iii) at any given time Permitted Debt in a principal amount in excess of the Incremental Amount available immediately prior to such incurrence), and (iv) Permitted Refinancing Indebtedness in respect of any Indebtedness theretofore outstanding pursuant to this clause (v);

(w) Indebtedness of, incurred on behalf of, or representing Guarantees of Indebtedness of, joint ventures subject to compliance with Section 6.04 (other than Section 6.04(r));

(x) Indebtedness issued by the Parent or any Subsidiary to current or former officers, directors and employees, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of the Parent permitted by Section 6.06;

(y) Indebtedness consisting of obligations of the Parent or any Subsidiary under deferred compensation or other similar arrangements incurred by such person in connection with the Transactions and Permitted Business Acquisitions or any other Investment permitted hereunder;

(z) Indebtedness of the Parent or any Subsidiary to or on behalf of any joint venture (regardless of the form of legal entity) that is not a Subsidiary arising in the ordinary course of business in connection with the cash management operations (including with respect to intercompany self-insurance arrangements) of the Parent and the Subsidiaries;

(aa) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business; and

(bb) (i) Indebtedness in respect of the Existing Secured Notes (other than the New First Lien Notes) in an aggregate principal amount not to exceed \$1,192,900,000.00 and (ii) Permitted Refinancing Indebtedness incurred in respect thereof.

For purposes of determining compliance with this Section 6.01 or Section 6.02, the amount of any Indebtedness denominated in any currency other than Dollars shall be calculated based on customary currency exchange rates in effect, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness) on or prior to the Effective Date, on the Effective Date and, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness) after the Effective Date, on the date on which such Indebtedness was incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness); provided, that if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other

than Dollars (or in a different currency from the Indebtedness being refinanced), and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (i) the outstanding or committed principal amount, as applicable, of such Indebtedness being refinanced plus (ii) the aggregate amount of fees, underwriting discounts, premiums (including tender premiums), defeasance costs and other costs and expenses incurred in connection with such refinancing.

Further, for purposes of determining compliance with this Section 6.01, (A) Indebtedness need not be permitted solely by reference to one category of permitted Indebtedness (or any portion thereof) described in Sections 6.01(a) through (bb) but may be permitted in part under any relevant combination thereof (and subject to compliance, where relevant, with Section 6.02) and (B) in the event that an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Indebtedness (or any portion thereof) described in Sections 6.01(a) through (bb), a Primary Obligor may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 6.01 and following Section 6.02 and will be entitled to only include the amount and type of such item of Indebtedness (or any portion thereof) in one of the above clauses (or any portion thereof) and such item of Indebtedness (or any portion thereof) shall be treated as having been incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or portion thereof) when calculating the amount of Indebtedness that may be incurred pursuant to any other clause; provided, that (w) all Indebtedness outstanding on the Effective Date under the Existing Secured Indentures (other than the New First Lien Notes Indenture) shall at all times be deemed to have been incurred pursuant to clause (bb) of this Section 6.01, (x) all Indebtedness outstanding on the Effective Date in respect of the Takeback Term Loans and the New First Lien Notes shall at all times be deemed to have been incurred pursuant to clause (v) of this Section 6.01, (y) all Indebtedness described in Schedule 6.01 (and any Permitted Refinancing Indebtedness incurred in respect thereof) shall be deemed outstanding under Section 6.01(a) and (z) all Indebtedness owing to the Parent or any of its Subsidiaries must be justified as incurred (and outstanding) pursuant to one or more of Sections 6.01(a), (e), (m) and (w). In addition, with respect to any Indebtedness that was permitted to be incurred hereunder on the date of such incurrence, any Increased Amount of such Indebtedness shall also be permitted hereunder after the date of such incurrence.

This Agreement will not treat (1) unsecured Indebtedness as subordinated or junior in right of payment to secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior in right of payment to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral.

Section 6.02 Liens. Create, incur, assume or permit to exist any Lien on any property or assets (including stock or other securities of any person) of the Parent or any Subsidiary now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except the following (collectively, "Permitted Liens"):

(a) Liens on property or assets of the Parent and the Subsidiaries existing on the Effective Date and, if securing Indebtedness in a principal amount in excess of \$5,000,000 individually, set forth on Schedule 6.02(a) and any modifications, replacements, renewals or extensions thereof; provided, that such Liens shall secure only those obligations that they secure on the Effective Date (and any Permitted Refinancing Indebtedness in respect of such obligations permitted by Section 6.01), shall not be amended, replaced or renewed so as to increase their priority in relation to Liens securing other Indebtedness with respect to such property or assets, if any, as on the Effective Date, and shall not subsequently apply to any other property or assets of the Parent, any Primary Obligor or any Subsidiary other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien and (B) proceeds and products thereof;

(b) [reserved;]

(c) any Lien on any property or asset of the Parent or any Subsidiary securing Indebtedness or Permitted Refinancing Indebtedness permitted by Section 6.01(h); provided, that (i) such Lien is not created in contemplation of or in connection with such acquisition or such person becoming a Subsidiary, as the case may be, and (ii) such Lien does not apply to any other property or assets of the Parent or any of the Subsidiaries not securing such Indebtedness at the date of the acquisition of such property or asset and accessions and additions thereto and proceeds and products thereof (other than after-acquired property of any entity so acquired (but not of the Parent or any other Settlement Party, including any Settlement Party into which such acquired entity is merged) required to be subjected to such Lien pursuant to the terms of such Indebtedness or Permitting Refinancing Indebtedness incurred in respect thereof);

(d) Liens for Taxes, assessments or other governmental charges or levies not yet delinquent by more than 30 days or that are being contested in good faith in compliance with Section 5.03;

(e) Liens imposed by law, such as landlord's, carriers', warehousemen's, mechanics', materialmen's, repairmen's, supplier's, construction or other like Liens, securing obligations that are not overdue by more than 30 days or that are being contested in good faith by appropriate proceedings and in respect of which, if applicable, the Parent or any Subsidiary shall have set aside on its books reserves in accordance with Applicable Accounting Principles;

(f) (i) pledges and deposits and other Liens made in the ordinary course of business in compliance with the Federal Employers Liability Act or any other workers' compensation, unemployment insurance and other social security laws or regulations and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and (ii) pledges and deposits and other Liens securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of

credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Parent or any Subsidiary;

(g) deposits and other Liens to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capitalized Lease Obligations), statutory obligations, surety and appeal bonds, performance and return of money bonds, bids, leases, government contracts, trade contracts, agreements with utilities, and other obligations of a like nature (including letters of credit in lieu of any such bonds or to support the issuance thereof), in each case incurred in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

(h) zoning restrictions, easements, survey exceptions, trackage rights, leases (other than Capitalized Lease Obligations), licenses, special assessments, rights-of-way, covenants, conditions, restrictions and declarations on or with respect to the use of Real Property, servicing agreements, development agreements, site plan agreements and other similar encumbrances incurred in the ordinary course of business and title defects or irregularities that are of a minor nature and that, in the aggregate, do not interfere in any material respect with the ordinary conduct of the business of the Parent or any Subsidiary;

(i) Liens securing Indebtedness permitted by Section 6.01(i); provided, that such Liens do not apply to any property or assets of the Parent, any Primary Obligor or any Subsidiary other than the property or assets acquired, leased, constructed, replaced, repaired or improved with such Indebtedness (or the Indebtedness Refinanced thereby), and accessions and additions thereto, proceeds and products thereof, customary security deposits and related property; provided, further, that individual financings permitted by Section 6.01(i) provided by one lender may be cross-collateralized to other financings permitted by Section 6.01(i) provided by such lender (and its Affiliates);

(j) Liens arising out of Sale and Lease-Back Transactions permitted under Section 6.03, so long as such Liens attach only to the property sold and being leased in such transaction and any accessions and additions thereto or proceeds and products thereof and related property;

(k) non-consensual Liens securing judgments that do not constitute an Event of Default under Section 7.01(g);

(l) any interest or title of a lessor or sublessor under any leases or subleases entered into by the Parent or any Subsidiary in the ordinary course of business;

(m) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks and other financial institutions not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposits, sweep accounts, reserve accounts or similar accounts of the Parent or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Parent or any Subsidiary, or (iii) relating to purchase orders and other agreements entered into with customers, suppliers or

service providers of the Parent, any Primary Obligor or any Subsidiary in the ordinary course of business;

(n) Liens (i) arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, (iii) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to brokerage accounts incurred in the ordinary course of business and not for speculative purposes or (iv) in respect of Third Party Funds;

(o) Liens securing obligations in respect of letters of credit, bank guarantees, warehouse receipts or similar obligations permitted under Section 6.01(f) or (o) and incurred in the ordinary course of business or consistent with past practice or industry practices and not supporting obligations in respect of Indebtedness for borrowed money;

(p) leases or subleases, and licenses or sublicenses (including with respect to Intellectual Property), granted to others in the ordinary course of business not interfering in any material respect with the business of the Parent and its Subsidiaries, taken as a whole;

(q) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(r) Liens solely on any cash earnest money deposits made by the Parent or any of the Subsidiaries in connection with any letter of intent or purchase agreement in respect of any Investment permitted hereunder;

(s) Liens with respect to property or assets of any Subsidiary that is not a Settlement Party securing obligations of a Subsidiary that is not a Settlement Party permitted under Section 6.01;

(t) Liens on any amounts held by a trustee under any indenture or other debt agreement issued in escrow pursuant to customary escrow arrangements pending the release thereof, or under any indenture or other debt agreement pursuant to customary discharge, redemption or defeasance provisions;

(u) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business;

(v) agreements to subordinate any interest of the Parent or any Subsidiary in any accounts receivable or other proceeds arising from inventory consigned by the Parent, any Primary Obligor or any of the Subsidiaries pursuant to an agreement entered into in the ordinary course of business;

(w) Liens arising from precautionary Uniform Commercial Code financing statements regarding operating leases or other obligations not constituting Indebtedness;

(x) Liens (i) on Equity Interests in joint ventures (A) securing obligations of such joint venture or (B) pursuant to the relevant joint venture agreement or arrangement and (ii) on Equity Interests in Unrestricted Subsidiaries;

(y) Liens on securities that are the subject of repurchase agreements constituting Permitted Investments under clause (c) of the definition thereof;

(z) Liens in respect of Qualified Receivables Facilities that extend only to Permitted Receivables Facility Assets, Permitted Receivables Related Assets or the Equity Interests of any Receivables Entity;

(aa) Liens securing insurance premiums financing arrangements; provided, that such Liens are limited to the applicable unearned insurance premiums;

(bb) in the case of Real Property that constitutes a leasehold interest, any Lien to which the fee simple interest (or any superior leasehold interest) is subject;

(cc) Liens securing Indebtedness or other obligation (i) of the Parent or a Subsidiary in favor of the Parent, a Primary Obligor or any Subsidiary Settlement Party and (ii) of any Subsidiary that is not Settlement Party in favor of any Subsidiary that is not a Settlement Party;

(dd) Liens on cash or Permitted Investments securing Hedging Agreements in the ordinary course of business submitted for clearing in accordance with applicable Requirements of Law;

(ee) Liens on goods or inventory the purchase, shipment or storage price of which is financed by a documentary letter of credit or bank guarantee issued or created for the account of the Parent, any Primary Obligor or any Subsidiary in the ordinary course of business; provided, that such Lien secures only the obligations of the Parent or such Subsidiaries in respect of such letter of credit, bank guarantee or banker's acceptance to the extent permitted under Section 6.01;

(ff) Liens securing (x) Permitted Debt, so long as immediately after giving effect to the incurrence of such Permitted Debt (taking into account, for the avoidance of doubt, the aggregate principal amount of any other Permitted Debt that is secured pursuant to this clause (ff)), the use of the proceeds thereof and the creation or granting of the Liens securing such Permitted Debt, the Secured Net Leverage Ratio on a Pro Forma Basis is not greater than (A) so long as Qualified Ratings apply, 3.25 to 1.00 or (B) otherwise, 2.75 to 1.00, and guarantees thereof permitted by Section 6.01(m) and (y) Permitted Refinancing Indebtedness incurred to Refinance Permitted Debt secured pursuant to preceding clause (x) and guarantees thereof permitted by Section 6.01(m);

(gg) Liens securing Indebtedness permitted by Section 6.01(v) and guarantees thereof permitted by Section 6.01(m);

(hh) Liens arising out of conditional sale, title retention or similar arrangements for the sale or purchase of goods by the Parent or any of the Subsidiaries in the

ordinary course of business, but only to the extent that such Liens encumber only such goods; provided that individual arrangements permitted by this Section 6.02(hh) provided by one counterparty may be cross-collateralized to other arrangements permitted by this Section 6.02(hh) provided by such counterparty (and its Affiliates);

(ii) Liens securing Indebtedness permitted by Section 6.01(bb) and guarantees thereof permitted by Section 6.01(m);

(jj) Liens securing Secured Cash Management Agreements and Secured Hedge Agreements; and

(kk) other Liens with respect to property or assets of the Parent or any Subsidiary securing (x) obligations in an aggregate outstanding principal amount that, together with the aggregate principal amount of other obligations that are secured pursuant to this clause (kk), immediately after giving effect to the incurrence of such Liens, would not exceed the greater of \$75,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when incurred, created or assumed and (y) Permitted Refinancing Indebtedness incurred to Refinance obligations secured pursuant to preceding clause (x).

For purposes of determining compliance with this Section 6.02, (A) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of Permitted Liens (or any portion thereof) described in Sections 6.02(a) through (kk) but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of Permitted Liens (or any portion thereof) described in Sections 6.02(a) through (kk), a Primary Obligor may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 6.02 and will be entitled to only include the amount and type of such Lien or such item of Indebtedness secured by such Lien (or any portion thereof) in one of the above clauses and such Lien securing such item of Indebtedness (or portion thereof) will be treated as being incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or portion thereof) when calculating the amount of Liens or Indebtedness that may be incurred pursuant to any other clause. For purposes of this Section 6.02, Indebtedness will not be considered incurred under a subsection or clause of Section 6.01 if it is later reclassified as outstanding under another subsection or clause of Section 6.01 (in which event, and at which time, same will be deemed incurred under the subsection or clause to which reclassified). In addition, with respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness.

Notwithstanding anything to the contrary contained above in this Section 6.02, this Section 6.02 shall not restrict the incurrence or existence of any Liens at any time on Margin Stock that then constitutes Unrestricted Margin Stock.

Section 6.03 Sale and Lease-Back Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall Dispose of any property, real or personal,

used or useful in its business, whether now owned or hereafter acquired, and thereafter, as part of such transaction, rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being Disposed of (a “Sale and Lease-Back Transaction”); provided, that a Sale and Lease-Back Transaction shall be permitted (a) with respect to property owned by the Parent or any Subsidiary that is acquired after the Effective Date so long as such Sale and Lease-Back Transaction is consummated within 360 days of the acquisition of such property, and (b) with respect to any other property owned by the Parent or any Subsidiary, subject to the requirements of the last three paragraphs of Section 6.05 to the extent provided therein.

Section 6.04 Investments, Loans and Advances. (i) Purchase or acquire (including pursuant to any merger, consolidation or amalgamation with a person that is not a Wholly Owned Subsidiary immediately prior to such merger) any Equity Interests, evidences of Indebtedness or other securities of any other person, (ii) make any capital contributions, loans or advances to or Guarantees of the Indebtedness of any other person, or (iii) purchase or otherwise acquire, in one transaction or a series of related transactions, (x) all or substantially all of the property and assets or business of another person or (y) assets constituting a business unit, line of business or division of such person (each of the foregoing, an “Investment”), except:

(a) Investments to effect the Transactions;

(b) (i) Investments (x) by the Parent, any Primary Obligor or any Subsidiary in the Equity Interests of any Subsidiary as of the Effective Date and set forth on Part A of Schedule 6.04 and (y) by the Parent, any Primary Obligor or any Subsidiary consisting of intercompany loans from the Parent, any Primary Obligor or any Subsidiary to the Parent, any Primary Obligor or any Subsidiary as of the Effective Date and set forth on Part B of Schedule 6.04; provided that to the extent any such intercompany loan that is owing by a non-Subsidiary Settlement Party to the Parent, any Primary Obligor or any Subsidiary Settlement Party (the “Scheduled Loans”) (or any additional Investments made by the Parent, any Primary Obligor or any Subsidiary Settlement Party pursuant to this proviso) is repaid after the Effective Date, then additional Investments may be made by the Parent, any Primary Obligor or any Subsidiary Settlement Party in any non-Subsidiary Settlement Party in an aggregate amount up to the amount of such repayment actually received by the Parent, any Primary Obligor or any Subsidiary Settlement Party after the Effective Date; provided further that in no event will the aggregate amount of additional Investments made by the Parent, any Primary Obligor or any Subsidiary Settlement Party in non-Subsidiary Settlement Parties pursuant to this proviso exceed the sum of the original principal amount of the Scheduled Loans on the Effective Date; (ii) Investments in the Parent, any Primary Obligor or any Subsidiary Settlement Party; provided that all amounts owing by the Primary Obligors or any Guarantor to any Subsidiary that is not a Guarantor shall be subordinated in right of payment to the Opioid Obligations pursuant to subordination terms described Exhibit A hereto or otherwise reasonably satisfactory to the Opioid Trust and a Primary Obligor; (iii) Investments by any Subsidiary that is not a Primary Obligor or Guarantor in any Subsidiary that is not a Primary Obligor or Guarantor; (iv) Investments by the Parent, any Primary Obligor or any Subsidiary Settlement Party in any Subsidiary that is not a Primary Obligor or Guarantor; provided that any such Investments made pursuant to this clause (iv) shall (I) comprise intercompany transactions undertaken in good faith (as certified by a Responsible Officer of a Primary Obligor to the Opioid Trust) for the purpose

of improving the consolidated tax efficiency of the Parent and its Subsidiaries and not for the purpose of circumventing any covenant set forth herein and (II) be made solely in the form of cash, notes, receivables, payables or securities; (v) other intercompany liabilities amongst the Primary Obligors and the Guarantors incurred in the ordinary course of business; (vi) other intercompany liabilities amongst Subsidiaries that are not Guarantors incurred in the ordinary course of business in connection with the cash management operations of such Subsidiaries; and (vii) Investments by the Parent or any Subsidiary Settlement Party in any Subsidiary that is not a Settlement Party consisting solely of (x) the contribution or other Disposition of Equity Interests or Indebtedness of any other Subsidiary that is not a Settlement Party held directly by the Parent or such Subsidiary Settlement Party in exchange for Indebtedness, Equity Interests (or additional share premium or paid in capital in respect of Equity Interests) or a combination thereof of the Subsidiary to which such contribution or other Disposition is made or (y) an exchange of Equity Interests of any other Subsidiary that is not a Settlement Party for Indebtedness of such Subsidiary; provided that immediately following the consummation of an Investment pursuant to preceding clause (x) or (y), the Subsidiary whose Equity Interests or Indebtedness are the subject of such Investment remains a Subsidiary.

(c) Permitted Investments and Investments that were Permitted Investments when made;

(d) Investments arising out of the receipt by the Parent, any Primary Obligor or any Subsidiary of non-cash consideration for the Disposition of assets permitted under Section 6.05 (other than Section 6.05(e)(i));

(e) loans and advances to officers, directors, employees or consultants of the Parent, any Primary Obligor or any Subsidiary (i) in the ordinary course of business in an aggregate outstanding amount (valued at the time of the making thereof, and without giving effect to any write-downs or write-offs thereof) not to exceed \$20,000,000, (ii) in respect of payroll payments and expenses in the ordinary course of business and (iii) in connection with such person's purchase of Equity Interests of the Parent solely to the extent that the amount of such loans and advances shall be contributed to the Parent in cash as common equity;

(f) accounts receivable, security deposits and prepayments arising and trade credit granted in the ordinary course of business and any assets or securities received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss and any prepayments and other credits to suppliers made in the ordinary course of business;

(g) Hedging Agreements entered into for non-speculative purposes;

(h) Investments (not in Subsidiaries, which are provided in clause (b) above) existing on, or contractually committed as of, the Effective Date and set forth on Part C of Schedule 6.04 and any extensions, renewals, replacements or reinvestments thereof, so long as the aggregate amount of each Investment pursuant to this clause (h) is not increased at any time above the amount of such Investment existing or committed on the Effective Date (other than

pursuant to an increase as required by the terms of any such Investment as in existence on the Effective Date or as otherwise permitted by this Section 6.04);

(i) Investments resulting from pledges and deposits under Sections 6.02(f), (g), (n), (q), (r) and (kk);

(j) other Investments by the Parent or any Subsidiary in an aggregate outstanding amount (valued at the time of the making thereof, and without giving effect to any write-downs or write-offs thereof) not to exceed the sum of (X) the greater of \$400,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when made, plus (Y) so long as (1) no Default or Event of Default shall have occurred and be continuing, (2) the aggregate amount of unpaid Opioid Deferred Cash Payments does not exceed \$600,000,000 and (3) the Total Net Leverage Ratio on a Pro Forma Basis is less than 3.50 to 1.00, and taking into account any Restricted Payments made pursuant to Section 6.06(d) utilizing the Available Amount, any portion of the Available Amount on the date of such election that a Primary Obligor elects to apply to this Section 6.04(j)(Y), which election shall be set forth in a written notice of a Responsible Officer thereof that is delivered to the Opioid Trust, which notice shall set forth calculations in reasonable detail of the amount of Available Amount immediately prior to such election and the amount thereof elected to be so applied; provided, that if any Investment pursuant to this Section 6.04(j) is made in any person that was not a Subsidiary on the date on which such Investment was made but becomes a Subsidiary thereafter, then such Investment may, at the option of a Primary Obligor, upon such person becoming a Subsidiary and so long as such person remains a Subsidiary, be deemed to have been made pursuant to Section 6.04(b) (to the extent permitted by the provisions thereof) and not in reliance on this Section 6.04(j); provided, further, that no more than \$100,000,000 in aggregate outstanding amount (valued at the time of the making thereof, and without giving effect to any write-downs or write-offs thereof) of Investments made in reliance on this clause (j) (other than Investments in the ordinary course of business upon terms that are substantially no less favorable than would be obtained in a comparable arm's-length transaction with non-Affiliate) shall be made in Unrestricted Subsidiaries (including Investments arising as a result of the designation of a Subsidiary as an Unrestricted Subsidiary equal to the Fair Market Value of the Parent's (or its Subsidiaries') Investments in such Subsidiary at the date of designation);

(k) Investments constituting Permitted Business Acquisitions;

(l) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, customers and suppliers, in each case in the ordinary course of business or Investments acquired by the Parent or a Subsidiary as a result of a foreclosure by the Parent or any of the Subsidiaries with respect to any secured Investments or other transfer of title with respect to any secured Investment in default;

(m) Investments of a Subsidiary acquired after the Effective Date or of a person merged into the Parent or merged into or consolidated with a Subsidiary after the Effective Date, in each case, (i) to the extent such acquisition, merger or consolidation is permitted under this Section 6.04, (ii) in the case of any acquisition, merger or consolidation, in accordance with Section 6.05 (other than Section 6.05(e)(i)), and (iii) to the extent that such

Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(n) acquisitions by the Parent, any Primary Obligor or any Subsidiary of obligations of one or more officers or other employees of the Parent, any Primary Obligor or any of the Subsidiaries in connection with such officer's or employee's acquisition of Equity Interests of the Parent, so long as no cash is actually advanced by any Primary Obligor or any of the Subsidiaries to such officers or employees in connection with the acquisition of any such obligations;

(o) Guarantees by the Parent, any Primary Obligor or any Subsidiary of operating leases (other than Capitalized Lease Obligations) or of other obligations that do not constitute Indebtedness of the kind described in clauses (a), (b), (e), (f), (g), (h), (i), (j), (k) or (l) of the definition thereof, in each case entered into by the Parent, any Primary Obligor or any Subsidiary in the ordinary course of business;

(p) Investments to the extent that payment for such Investments is made with Equity Interests (other than Disqualified Stock) of the Parent; provided, that the issuance of such Equity Interests are not included in any determination of the Available Amount;

(q) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers;

(r) Guarantees permitted under Section 6.01 (except to the extent such Guarantee is expressly subject to this Section 6.04 other than pursuant to this Section 6.04(r));

(s) advances in the form of a prepayment of expenses, so long as such expenses are being paid in accordance with customary trade terms of the Parent or such Subsidiary;

(t) Investments by the Parent and the Subsidiaries, if the Parent or such Subsidiary would otherwise be permitted to make a Restricted Payment under Section 6.06(g) in such amount (provided that the amount of any such Investment shall also be deemed to be a Restricted Payment under Section 6.06(g) for all purposes of this Agreement);

(u) Investments consisting of Permitted Receivables Facility Assets or arising as a result of Qualified Receivables Facilities;

(v) Investments consisting of the licensing or contribution of Intellectual Property pursuant to joint marketing or other similar arrangements with other persons, in each case in the ordinary course of business;

(w) to the extent constituting Investments, purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses or leases of Intellectual Property in each case in the ordinary course of business;

(x) Investments received substantially contemporaneously in exchange for Qualified Equity Interests of the Parent; provided, that the issuance of such Qualified Equity Interests and the Cumulative Parent Qualified Equity Proceeds Amount in respect thereof are not included in any determination of the Available Amount;

(y) Investments in joint ventures; provided that the aggregate outstanding amount (valued at the time of the making thereof and without giving effect to any write-downs or write-offs thereof) of Investments made pursuant to this Section 6.04(y) shall not exceed the greater of \$200,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when made; provided, that if any Investment pursuant to this Section 6.04(y) is made in any person that was not a Subsidiary on the date on which such Investment was made but becomes a Subsidiary thereafter, then such Investment may, at the option of a Primary Obligor, upon such person becoming a Subsidiary and so long as such person remains a Subsidiary, be deemed to have been made pursuant to Section 6.04(b) (to the extent permitted by the provisions thereof) and not in reliance on this Section 6.04(y);

(z) Investments consisting of Guarantees of Indebtedness of joint ventures, in an aggregate outstanding principal amount (plus, without duplication, the aggregate amount of unreimbursed payments made pursuant to any such Guarantee) not to exceed the greater of \$100,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when made;

(aa) additional Investments, so long as, at the time any such Investment is made and immediately after giving effect thereto, (x) no Default or Event of Default shall have occurred and is continuing and (y) the Total Net Leverage Ratio on a Pro Forma Basis is not greater than 3.25 to 1.00.

For purposes of determining compliance with this Section 6.04, (A) an Investment need not be permitted solely by reference to one category of permitted Investments (or any portion thereof) described in Sections 6.04(a) through (aa) but may be permitted in part under any relevant combination thereof and (B) in the event that an Investment (or any portion thereof) meets the criteria of one or more of the categories of permitted Investments (or any portion thereof) described in Sections 6.04(a) through (aa), a Primary Obligor may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if made at such later time), such Investment (or any portion thereof) in any manner that complies with this Section 6.04 and will be entitled to only include the amount and type of such Investment (or any portion thereof) in one or more (as relevant) of the above clauses (or any portion thereof) and such Investment (or any portion thereof) shall be treated as having been made or existing pursuant to only such clause or clauses (or any portion thereof); provided, that (1) all Investments described in Schedule 6.04 shall be deemed outstanding under Section 6.04(b) or Section 6.04(h), as applicable, (2) notwithstanding anything to the contrary in this Agreement, no Subsidiary shall make any Investment in Unrestricted Subsidiaries (including Investments arising as a result of the designation of a Subsidiary as an Unrestricted Subsidiary) other than (i) Investments in the ordinary course of business upon terms that are substantially no less favorable than would be obtained in a comparable arm's-length transaction with a non-Affiliate and (ii) Investments pursuant to Section 6.04(j), and (3) no Investment in any Unrestricted Subsidiary made pursuant to Section 6.04(j) (other than any Investment described in clause (2)(i) above) may be

reclassified; provided, further, that upon re-designation of an Unrestricted Subsidiary as a Subsidiary, any Investment therein may be permitted pursuant to any category of permitted Investments (or any portion thereof) described in Sections 6.04(a) through (aa).

Any Investment in any person other than the Parent, a Primary Obligor or a Subsidiary Settlement Party that is otherwise permitted by this Section 6.04 may be made through intermediate Investments in Subsidiaries that are not Settlement Parties and such intermediate Investments shall be disregarded for purposes of determining the outstanding amount of Investments pursuant to any clause set forth above. The amount of any Investment made other than in the form of cash or cash equivalents shall be the Fair Market Value thereof valued at the time of the making thereof, and without giving effect to any subsequent write-downs or write-offs thereof.

Notwithstanding anything to the contrary set forth in this Section 6.04, no Settlement Party shall make any Investment in any Subsidiary (other than another Settlement Party) or any Unrestricted Subsidiary if the consideration paid by such Settlement Party to such Subsidiary (other than a Settlement Party) or such Unrestricted Subsidiary in respect of such Investment constitutes or includes Material Intellectual Property; provided that nothing in this sentence shall prohibit any non-exclusive (other than exclusive distribution or other similar within a specified jurisdiction) license or sublicense of Material Intellectual Property to, or use of Material Intellectual Property by, any Subsidiary or Unrestricted Subsidiary.

Section 6.05 Mergers, Consolidations, Sales of Assets and Acquisitions. Merge into, amalgamate with or consolidate with any other person, or permit any other person to merge into, amalgamate with or consolidate with it, or Dispose of (in one transaction or in a series of related transactions) all or any part of its assets (whether now owned or hereafter acquired), or Dispose of any Equity Interests of any Subsidiary, or purchase, lease or otherwise acquire (in one transaction or a series of related transactions) all or substantially all of the assets of any other person or division or line of business of a person, except that this Section 6.05 shall not prohibit:

(a) (i) the purchase and Disposition of inventory in the ordinary course of business by the Parent or any Subsidiary, (ii) the acquisition or lease (pursuant to an operating lease) of any other asset in the ordinary course of business by the Parent or any Subsidiary or, with respect to operating leases, otherwise for Fair Market Value on market terms (as determined in good faith by a Financial Officer of a Primary Obligor), (iii) the Disposition of surplus, obsolete, damaged or worn out equipment or other property in the ordinary course of business by the Parent or any Subsidiary or (iv) the Disposition of Permitted Investments in the ordinary course of business;

(b) if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing or would result therefrom, (i) the merger, amalgamation or consolidation of any Subsidiary with or into a Primary Obligor in a transaction in which such Primary Obligor is the survivor, (ii) the merger, amalgamation or consolidation of any Subsidiary with or into any Subsidiary Settlement Party in a transaction in which the surviving or resulting entity is or becomes a Subsidiary Settlement Party organized in a Qualified Jurisdiction and, in the case of each of clauses (i) and (ii), no person other than a

Primary Obligor or a Subsidiary Settlement Party receives any consideration (unless otherwise permitted by Section 6.04), (iii) the merger, amalgamation or consolidation of any Subsidiary that is not a Subsidiary Settlement Party with or into any other Subsidiary that is not a Subsidiary Settlement Party, (iv) the liquidation or dissolution or change in form of entity of any Subsidiary if (x) a Financial Officer of a Primary Obligor determines in good faith that such liquidation, dissolution or change in form is in the best interests of the Parent and that such liquidation, dissolution or change in form is not materially disadvantageous to interests of the Opioid Trust (or its successors or assignees, in part or in whole) and (y) such liquidation, dissolution or change in form meets the requirements contained in the proviso to Section 5.01(a), (v) any Subsidiary may merge, amalgamate or consolidate with any other person in order to effect an Investment permitted pursuant to Section 6.04 so long as the continuing or surviving person shall be a Subsidiary (unless otherwise permitted by Section 6.04), which shall be a Settlement Party if the merging, amalgamating or consolidating Subsidiary was a Settlement Party (and organized in a Qualified Jurisdiction if the merging, consolidating or amalgamating Settlement Party was organized in a Qualified Jurisdiction) and which together with each of its Subsidiaries shall have complied with any applicable requirements of Section 5.09 or (vi) any Subsidiary may merge, amalgamate or consolidate with any other person in order to effect an Asset Sale otherwise permitted pursuant to this Section 6.05;

(c) Dispositions to the Parent or a Subsidiary Settlement Party; provided, that any Dispositions by a Settlement Party to a Subsidiary that is not a Subsidiary Settlement Party in reliance on this clause (c) shall be made in compliance with Section 6.04;

(d) Sale and Lease-Back Transactions permitted by Section 6.03;

(e) (i) Investments permitted by Section 6.04, (ii) Permitted Liens, and (iii) Restricted Payments permitted by Section 6.06;

(f) the discount or sale, in each case without recourse and in the ordinary course of business, of past due receivables arising in the ordinary course of business, but only in connection with the compromise or collection thereof consistent with customary industry practice (and not as part of any bulk sale or financing of receivables);

(g) other Dispositions of assets to persons other than the Parent and its Subsidiaries; provided, that any such Dispositions shall comply with the final three paragraphs of this Section 6.05;

(h) Permitted Business Acquisitions (including any merger, consolidation or amalgamation in order to effect a Permitted Business Acquisition); provided, that following any such merger, consolidation or amalgamation pursuant to this clause (h) involving a Primary Obligor or a Subsidiary Settlement Party, a Primary Obligor or a Subsidiary Settlement Party (or a person that becomes a Subsidiary Settlement Party) is the surviving entity or the requirements of Section 6.05(n) are otherwise complied with;

(i) leases, licenses or subleases or sublicenses of any real or personal property in the ordinary course of business;

(j) Dispositions of inventory in the ordinary course of business or Dispositions or abandonment of Intellectual Property of the Parent and its Subsidiaries determined in good faith by the management of a Primary Obligor to be no longer economically practicable to maintain or useful or necessary in the operation of the business of the Parent or any of the Subsidiaries;

(k) acquisitions and purchases made with the proceeds of any Asset Sale or Recovery Event pursuant to clause (a) or (b) of the definition of “Net Proceeds”;

(l) the purchase and Disposition (including by capital contribution) of Permitted Receivables Facility Assets including pursuant to Qualified Receivables Facilities;

(m) any exchange or swap of assets (other than cash and Permitted Investments) for services and/or other assets (other than cash and Permitted Investments) of comparable or greater value or usefulness to the business of the Parent and the Subsidiaries as a whole, determined in good faith by the management of a Primary Obligor; and

(n) other transactions effected (including mergers, consolidations or acquisitions of “shell” entities) for the sole purpose of reincorporating or reorganizing the Parent or any Subsidiary under the laws of the United States of America or any State thereof or the District of Columbia, Switzerland, the United Kingdom or any jurisdiction that is a member state of the European Union as of the Effective Date; provided that (i) a Primary Obligor shall have provided the Opioid Trust with reasonable advance notice of any transactions as described above in this clause (n), (ii) if the respective entity subject to any action described above in this clause (n) was a Guarantor, the applicable reincorporated or reorganized entity shall be a Guarantor and (iii) the Opioid Trust shall have concluded (acting reasonably) that, after giving effect to any replacement guarantees to be provided pursuant to preceding clause (ii), such transactions are not adverse to the Opioid Trust (or any of its successors and assigns, in part or in whole) in any material respect (it being understood and agreed that such a reincorporation or reorganization into any Qualified Jurisdiction shall be permitted if the requirements of preceding clauses (i) and (ii) are satisfied).

Notwithstanding anything to the contrary contained above, this Section 6.05 shall not restrict, at any time, the sale of Unrestricted Margin Stock so long as any such sale meets the requirements of the last two paragraphs of this Section 6.05.

Notwithstanding anything to the contrary contained in Section 6.05 above, no Disposition of assets under Section 6.05(g) or, solely with respect to Sale and Lease-Back Transactions referred to in clause (b) of the proviso to Section 6.03, under Section 6.05(d), or pursuant to the immediately preceding paragraph, shall, in each case, be permitted unless (i) such Disposition is for Fair Market Value, and (ii) at least 75% of the proceeds of such Disposition (except if such Disposition is to a Settlement Party) consist of cash or Permitted Investments; provided, that the provisions of this clause (ii) shall not apply to any individual transaction or series of related transactions involving assets with a Fair Market Value of less than \$10,000,000 or to other transactions involving assets with a Fair Market Value of not more than \$35,000,000 in the aggregate for all such transactions during the term of this Agreement; provided, further, that for purposes of this clause (ii), each of the following shall be deemed to be cash: (a) the

amount of any liabilities (as shown on the Parent's or such Subsidiary's most recent balance sheet or in the notes thereto) that are assumed by the transferee of any such assets pursuant to a customary novation agreement or are otherwise cancelled in connection with such transaction, (b) any notes or other obligations or other securities or assets received by the Parent or such Subsidiary from the transferee that are converted by the Parent or such Subsidiary into cash within 180 days after receipt thereof (to the extent of the cash received) and (c) any Designated Non-Cash Consideration received by the Parent or any of its Subsidiaries in such Disposition or any series of related Dispositions, having an aggregate Fair Market Value not to exceed the greater of \$120,000,000 and a percentage of Consolidated Total Assets equal to the Applicable CTA Percentage when received (with the Fair Market Value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

Promptly following the receipt by the Parent or any Subsidiary of Net Proceeds of any Disposition permitted pursuant to Section 6.05(g) or of Net Proceeds in respect of any Recovery Event (subject, in each case, to the terms set forth in the definition of "Net Proceeds"), the Parent or such Subsidiary shall apply such Net Proceeds, at its option, to repay, prepay, redeem or repurchase (or offer to do any of the foregoing) Indebtedness of the Parent or any of its Subsidiaries (to the extent outstanding); provided that (x) if the terms of all such Indebtedness permit the lenders thereunder to decline such application of proceeds and such lenders do so with respect to any portion of such Net Proceeds, the Parent and the Subsidiaries shall be entitled to retain such portion of the Net Proceeds and (y) the Parent and the Subsidiaries shall not have any obligations hereunder under the circumstances described in Section 2.09(d) of the Takeback Term Loan Credit Agreement (as in effect on the Effective Date). Notwithstanding anything to the contrary contained in this Agreement, promptly following the receipt by the Parent or any Subsidiary of Net Proceeds of any Disposition to persons other than the Parent and the Subsidiaries of, or in respect of any Recovery Event related to, (i) Mallinckrodt Enterprises Holdings, Inc. and its Subsidiaries (including, for the avoidance of doubt, its successors and assigns) or (ii) a material portion of the assets or businesses of such entities (including as a result of a merger, equity sale, or asset sale, but it being understood that the sale of inventory in the ordinary course of business does not constitute the Disposition of a material portion of their assets or businesses), the Parent and the Subsidiaries shall pay 50% of such Net Proceeds to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable) (to the extent such payment may be made in compliance with the terms of any then-outstanding Indebtedness of the Parent and the Subsidiaries and to extent such Net Proceeds are not required to be otherwise applied in accordance with the terms of such Indebtedness), and the amount of such Net Proceeds actually paid to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable) will be deemed to be a ratable repayment of the Opioid Deferred Cash Payments. Notwithstanding anything to the contrary contained in this Section 6.05 and, solely with respect to Sale and Lease-Back Transactions, Section 6.03, no Settlement Party may make any Disposition of Material Intellectual Property to any Subsidiary (other than another Settlement Party) or any Unrestricted Subsidiary; provided that nothing in this sentence shall prohibit any non-exclusive (other than exclusive distribution or other similar within a specified jurisdiction) license or sublicense of Material Intellectual Property to, or use of Material Intellectual Property by, any Subsidiary or Unrestricted Subsidiary.

Section 6.06 Dividends and Distributions. Declare or pay any dividend or make any other distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, with respect to any of its Equity Interests (including any repayment by a Subsidiary that is not a Settlement Party of any Indebtedness of a direct or indirect parent company that is a Settlement Party) (other than dividends and distributions on Equity Interests payable solely by the issuance of Qualified Equity Interests of the person paying such dividends or distributions) or directly or indirectly redeem, purchase, retire or otherwise acquire for value (or permit any Subsidiary to purchase or acquire) any of the Parent's Equity Interests or set aside any amount for any such purpose (other than through the issuance of additional Qualified Equity Interests of the person redeeming, purchasing, retiring or acquiring such shares) (all of the foregoing, "Restricted Payments"); provided, however, that:

(a) Restricted Payments may be made to the Parent or any Subsidiary (provided that Restricted Payments made by a non-Wholly Owned Subsidiary to the Parent or any Subsidiary that is a direct or indirect parent of such Subsidiary must be made on a pro rata basis (or more favorable basis from the perspective of the Parent or such Subsidiary) based on its ownership interests in such non-Wholly Owned Subsidiary);

(b) Restricted Payments may be made by the Parent to purchase or redeem the Equity Interests of the Parent (including related stock appreciation rights or similar securities) held by then present or former directors, consultants, officers or employees of the Parent or any of the Subsidiaries or by any Plan or any shareholders' agreement then in effect upon such person's death, disability, retirement or termination of employment or under the terms of any such Plan or any other agreement under which such shares of stock or related rights were issued; provided, that the aggregate amount of such purchases or redemptions under this clause (b) shall not exceed in any fiscal year of the Parent \$15,000,000 (plus (x) the amount of net proceeds contributed to the Parent that were received by the Parent during such calendar year from sales of Qualified Equity Interests of the Parent to directors, consultants, officers or employees of the Parent or any Subsidiary in connection with permitted employee compensation and incentive arrangements; provided, that such proceeds are not included in any determination of the Available Amount and (y) the amount of net proceeds of any key-man life insurance policies received during such calendar year, which, if not used in any year, may be carried forward to any subsequent calendar year); and provided, further, that cancellation of Indebtedness owing to the Parent or any Subsidiary from members of management of the Parent or its Subsidiaries in connection with a repurchase of Equity Interests of the Parent will not be deemed to constitute a Restricted Payment for purposes of this Section 6.06;

(c) any person may make non-cash repurchases of Equity Interests deemed to occur upon exercise or settlement of stock options or other Equity Interests if such Equity Interests represent a portion of the exercise price of or withholding obligation with respect to such options or other Equity Interests;

(d) so long as, at the time any such Restricted Payment is made and immediately after giving effect thereto, (x) no Default or Event of Default shall have occurred and be continuing, (y) the aggregate amount of unpaid Opioid Deferred Cash Payments does not exceed \$600,000,000 and (z) the Total Net Leverage Ratio on a Pro Forma Basis is less than 3.50 to 1.00 and taking into account any outstanding Investments made pursuant to Section

6.04(j)(Y) utilizing the Available Amount, Restricted Payments may be made in an aggregate amount equal to a portion of the Available Amount on the date of such election that the Parent elects to apply to this Section 6.06(d), which such election shall be set forth in a written notice of a Responsible Officer of a Primary Obligor, which notice shall set forth calculations in reasonable detail the amount of Available Amount immediately prior to such election and the amount thereof elected to be so applied;

(e) Restricted Payments may be made in connection with the consummation of the Transactions;

(f) Restricted Payments may be made to make payments, in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Equity Interests of any such person;

(g) other Restricted Payments may be made so long as (x) at the time any such Restricted Payment is made and immediately after giving effect thereto, no Default or Event of Default shall have occurred and is continuing and (y) the aggregate amount of such Restricted Payments from and after the Effective Date does not exceed \$50,000,000;

(h) [reserved;] and

(i) Restricted Payments may be made with any portion of the Cumulative Parent Qualified Equity Proceeds Amount.

Notwithstanding anything herein to the contrary, the foregoing provisions of Section 6.06 will not prohibit the payment of any Restricted Payment or the consummation of any redemption, purchase, defeasance or other payment within 60 days after the date of declaration thereof or the giving of notice, as applicable, if at the date of declaration or the giving of such notice such payment would have complied with the provisions of this Agreement.

Notwithstanding anything to the contrary set forth in this Section 6.06, no Settlement Party shall make any Restricted Payment to any Subsidiary (other than another Settlement Party) or any Unrestricted Subsidiary in the form of Material Intellectual Property; provided that nothing in this sentence shall prohibit any non-exclusive (other than exclusive distribution or other similar within a specified jurisdiction) license or sublicense of Material Intellectual Property to, or use of Material Intellectual Property by, any Subsidiary or Unrestricted Subsidiary.

Section 6.07 Transactions with Affiliates. (a) Dispose of any property or assets to, or purchase or acquire any property or assets from, or otherwise engage in any other transaction (or series of transactions) with, any of its Affiliates in a transaction (or series of related transactions) involving aggregate consideration in excess of \$20,000,000 unless (i) such transaction is upon terms that are substantially no less favorable to the Parent or such Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate, (ii) if such transaction (or series of related transactions) involves aggregate consideration in excess of \$50,000,000, a Primary Obligor delivers to the Opioid Trust a resolution adopted in good faith by the majority of the disinterested directors of the Board of Directors of such Primary Obligor, or if there are no such disinterested directors, by the Board of Directors of such Primary Obligor, approving such transaction (or series of related transactions) and set forth in a certificate of a Responsible Officer of such Primary Obligor delivered to the Opioid Trust certifying that such transaction complies with this Section 6.07(a), and (iii) if such transaction (or series of related transactions) involves aggregate consideration payable to an Affiliate in excess of \$100,000,000, a Primary Obligor delivers to the Opioid Trust a letter addressed to the Board of Directors of the Parent from an accounting, appraisal or investment banking firm, in each case of nationally recognized standing that is in the good faith determination of a Primary Obligor qualified to render such letter, which letter states that such transaction is on terms that are no less favorable in any material respect to the Parent or such Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate or such transaction is fair to the Parent or such Subsidiary, as applicable, from a financial point of view.

(b) The foregoing clause (a) shall not prohibit, to the extent otherwise permitted under this Agreement,

(i) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, equity purchase agreements, stock options and stock ownership plans approved by the Board of Directors of the Parent,

(ii) loans or advances to employees or consultants of the Parent or any of the Subsidiaries in accordance with Section 6.04(e),

(iii) transactions among the Parent or any Subsidiary or any entity that becomes a Subsidiary as a result of such transaction (including via merger, consolidation or amalgamation in which the Parent or a Subsidiary is the surviving entity),

(iv) the payment of fees, reasonable out-of-pocket costs and indemnities to directors, officers, consultants and employees of the Parent and the Subsidiaries in the ordinary course of business,

(v) the Transactions (including the payment of all fees, expenses, bonuses and awards relating thereto) and any transactions pursuant to the Transaction Documents and permitted transactions, agreements and arrangements in existence on the Effective Date and, to the extent involving aggregate consideration in excess of \$5,000,000, set forth on Schedule 6.07 or any amendment thereto or replacement thereof

or similar arrangement to the extent such amendment, replacement or arrangement is not adverse to the Opioid Trust (or any of its successors and assigns, in whole or part, as applicable) when taken as a whole in any material respect (as determined by the Parent in good faith),

(vi) (A) any employment agreements entered into by the Parent or any of the Subsidiaries in the ordinary course of business, (B) any subscription agreement or similar agreement pertaining to the repurchase of Equity Interests pursuant to put/call rights or similar rights with employees, officers or directors, and (C) any employee compensation, benefit plan or arrangement, any health, disability or similar insurance plan which covers employees, and any reasonable employment contract and transactions pursuant thereto,

(vii) Restricted Payments permitted under Section 6.06, Investments permitted under Section 6.04 and repayments or prepayments of Indebtedness permitted under Section 6.01,

(viii) [reserved,]

(ix) any transaction in respect of which the Parent delivers to the Opioid Trust a letter addressed to the Board of Directors of the Parent from an accounting, appraisal or investment banking firm, in each case of nationally recognized standing that is in the good faith determination of the Parent qualified to render such letter, which letter states that (i) such transaction is on terms that are substantially no less favorable to the Parent or such Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate or (ii) such transaction is fair to the Parent or such Subsidiary, as applicable, from a financial point of view,

(x) [reserved,]

(xi) transactions pursuant to any Qualified Receivables Facility,

(xii) transactions between the Parent or any of the Subsidiaries and any person, a director of which is also a director of the Parent; provided, however, that (A) such director abstains from voting as a director of the Parent on any matter involving such other person and (B) such person is not an Affiliate of the Parent for any reason other than such director's acting in such capacity,

(xiii) transactions permitted by, and complying with, the provisions of Section 6.05 (other than Sections 6.05(d) and (k) and, if the relevant lease, license, sublease or sublicense ~~shall not be for legitimate business purposes or shall be for the purpose of engaging in transactions that are~~ both (A) not fair to the Parent and the Subsidiaries in the reasonable determination of the Board of Directors or the senior management of the Parent or the Lux Borrower and (B) not on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party, Section 6.05(i)),

(xiv) intercompany transactions undertaken in good faith (as certified by a Responsible Officer of the Parent to the Opioid Trust) for the purpose of improving the consolidated tax efficiency of the Parent and the Subsidiaries and not for the purpose of circumventing any covenant set forth herein,

(xv) payments, loans (or cancellation of loans) or advances to employees or consultants that are (i) approved by a majority of the Disinterested Directors of the Parent in good faith, (ii) made in compliance with applicable law and (iii) otherwise permitted under this Agreement; and

(xvi) transactions with (1) customers, clients or suppliers, in their capacity as such, (2) purchasers or sellers of goods or services, in their capacity as such, or (3) joint ventures, in each case (A) in the ordinary course of business ~~or (B) that are fair to the Parent and the Subsidiaries~~ and otherwise in compliance with the terms of this Agreement, ~~but, in each case under this clause (xvi), only if such transactions shall be for legitimate business purposes and shall not be for the purpose of engaging in transactions that are not~~ and (B) which are fair to the Parent and the Subsidiaries in the reasonable determination of the Board of Directors or the senior management of the Parent or the Lux Borrower, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party.

Section 6.08 Business of the Parent and the Subsidiaries. Notwithstanding any other provisions hereof, engage at any time in any material respect in any business or business activity substantially different from any business or business activity conducted by any of them on the Effective Date or any Similar Business, and in the case of a Receivables Entity, Qualified Receivables Facilities and related activities.

Section 6.09 Restrictions on Subsidiary Distributions and Negative Pledge Clauses. Permit any Material Subsidiary to enter into any agreement or instrument that by its terms restricts the payment of dividends or other distributions or the making of cash advances to the Parent or any Material Subsidiary that is a direct or indirect parent of such Subsidiary, in each case, other than those arising under any Settlement Document and except, in each case, restrictions existing by reason of:

- (a) restrictions imposed by applicable law;
- (b) contractual encumbrances or restrictions in effect on the Effective Date under Indebtedness existing on the Effective Date and set forth on Schedule 6.09, or any agreements related to any Permitted Refinancing Indebtedness in respect of any such Indebtedness that does not materially expand the scope of any such encumbrance or restriction (as determined in good faith by a Primary Obligor);
- (c) any restriction on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition;

(d) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business;

(e) any restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent that such restrictions apply only to the property or assets securing such Indebtedness;

(f) any restrictions imposed by any agreement relating to Indebtedness incurred pursuant to Section 6.01 or Permitted Refinancing Indebtedness in respect thereof, to the extent such restrictions are not materially more restrictive, taken as a whole, than the restrictions contained in this Agreement or are market terms at the time of issuance (in each case as determined in good faith by a Primary Obligor);

(g) customary provisions contained in leases or licenses of Intellectual Property and other similar agreements entered into in the ordinary course of business;

(h) customary provisions restricting subletting or assignment of any lease governing a leasehold interest;

(i) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(j) customary restrictions and conditions contained in any agreement relating to the sale, transfer, lease or other disposition of any asset permitted under Section 6.05 pending the consummation of such sale, transfer, lease or other disposition;

(k) customary restrictions and conditions contained in the document relating to any Lien, so long as (1) such Lien is a Permitted Lien and such restrictions or conditions relate only to the specific asset subject to such Lien, and (2) such restrictions and conditions are not created for the purpose of avoiding the restrictions imposed by this Section 6.09;

(l) customary net worth provisions contained in Real Property leases entered into by Subsidiaries, so long as a Primary Obligor has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Parent and its Subsidiaries to meet their ongoing obligations;

(m) any agreement in effect at the time such subsidiary becomes a Subsidiary, so long as such agreement was not entered into in contemplation of such person becoming a Subsidiary;

(n) restrictions in agreements representing Indebtedness permitted under Section 6.01 of a Subsidiary that is not a Subsidiary Settlement Party (so long as such restrictions only relate to non-Settlement Parties);

(o) customary restrictions contained in leases, subleases, licenses or Equity Interests or asset sale agreements otherwise permitted hereby as long as such restrictions relate to the Equity Interests and assets subject thereto;

(p) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(q) restrictions contained in any Permitted Receivables Facility Documents with respect to any Receivables Entity;

(r) restrictions contained in the DOJ Settlement; and

(s) any restrictions of the type referred to above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of or similar arrangements to the contracts, instruments or obligations referred to in clauses (a) through (r) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements, refinancings or similar arrangements are, in the good faith judgment of the Parent, no more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions as contemplated by such provisions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement, refinancing or similar arrangement.

Section 6.10 Fiscal Year. In the case of the Parent, permit any change to its fiscal year; provided that the Parent and its Subsidiaries may change their fiscal quarter and/or fiscal year end one or more times, subject to such adjustments to this Agreement as a Primary Obligor and the Opioid Trust shall reasonably agree are necessary or appropriate in connection with such change (and the parties hereto hereby authorize either Primary Obligor and the Opioid Trust to make any such amendments to this Agreement as they jointly deem necessary to give effect to the foregoing).

Section 6.11 Amendment to DOJ Settlement. (i) Modify, amend or waive any term of the DOJ Settlement that results in (x) total cash payments by the Settlement Parties in respect of the DOJ Settlement to exceed an aggregate amount of \$260,000,000 (excluding professional fees, expenses and interest payable in connection with the DOJ Settlement), or (y) the acceleration of the timing of any payment due under the DOJ Settlement (it being understood that a voluntary prepayment of obligations under the DOJ Settlement does not constitute such a modification, amendment or waiver) or (ii) cause any Subsidiary (other than the Settlement Parties) to guarantee the obligations in respect of the DOJ Settlement.

Section 6.12 Limitation on Transfers to Mallinckrodt Holdings GmbH. (i) Dispose (including through the making of any Investment) of any material property or assets to Mallinckrodt Holdings GmbH or any of its Subsidiaries, other than pursuant to the intercompany receivable owned by Mallinckrodt Holdings GmbH and existing on March 9, 2021 (the "Swiss Intercompany Receivable"), (ii) permit Mallinckrodt Holdings GmbH and its Subsidiaries, when taken collectively as if constituting a single Subsidiary (but excluding the Swiss Intercompany Receivable), to constitute a Material Subsidiary, (iii) permit Mallinckrodt Holdings GmbH or its Subsidiaries to incur any material Indebtedness owed to unaffiliated third parties, or guarantee any material Indebtedness owed to any unaffiliated third-parties, in each of clauses (i) through (iii), unless Mallinckrodt Holdings GmbH shall become a Settlement Party or (iv) unless the Co-Borrower is a Settlement Party, (A) Dispose (including through the making of any

Investment) of any property or assets (other than de minimis property and assets) to the Co-Borrower or (B) permit the Co-Borrower to hold any assets, engage in any trade or business, or conduct any business activities or acquire any Equity Interests of any other person, other than, with respect to this clause (iv)(B), (w) de minimis property and assets, (x) the issuance of its Equity Interests to the Parent or any Wholly Owned Subsidiary, (y) the incurrence of Indebtedness as a co-obligor or guarantor that is permitted under this Agreement, and (z) activities incidental to the foregoing.

## ARTICLE VII

### *Events of Default*

Section 7.01 Events of Default. In case of the happening of any of the following events (each, an “Event of Default”):

(a) there is a failure to pay (i) when due any scheduled payment of any Opioid Deferred Cash Payment or (ii) for 30 days after becoming due any other Opioid Obligations,

(b) there is a failure by the Parent for 90 days after receipt of written notice given by the Opioid Trust to comply with any of its obligations, covenants or agreements in Section 5.04,

(c) there is a failure by the Parent or any Subsidiary for 60 days after written notice given by the Opioid Trust to comply with its other obligations, covenants or agreements (other than a default referred to in clauses (a) and (b) above) contained in this Agreement,

(d) there is a failure by the Parent or any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) to pay any Indebtedness (other than Indebtedness owing to the Parent or a Subsidiary) within any applicable grace period after final maturity or the acceleration of any such Indebtedness by the holders thereof because of a default, in each case, if the total amount of such Indebtedness unpaid or accelerated exceeds \$125,000,000 or its foreign currency equivalent,

(e) the Parent or a Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) pursuant to or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case;

consents to the entry of an order for relief against it in an involuntary case;

(ii) consents to the appointment of a Custodian of it or for any substantial part of its property; or

(iii) makes a general assignment for the benefit of its creditors or takes any comparable action under any foreign laws relating to insolvency,

(f) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Parent or any Significant Subsidiary in an involuntary case;

(ii) appoints a Custodian of the Parent or any Significant Subsidiary or for any substantial part of its property;

(iii) orders the winding up or liquidation of the Parent or any Significant Subsidiary; or any similar relief is granted under any foreign laws

and, in each case, the order or decree remains unstayed and in effect for 60 days,

(g) there is a failure by the Parent or any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) to pay final judgments aggregating in excess of \$125,000,000 or its foreign currency equivalent (net of any amounts which are covered by enforceable insurance policies issued by solvent carriers), which judgments are not discharged, waived or stayed for a period of 60 days, or

(h) the Guarantee by the Parent or a Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) with respect to the Opioid Obligations ceases to be in full force and effect (except as contemplated by the terms thereof) or the Parent or any other Guarantor that qualifies as a Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) denies or disaffirms its obligations under this Agreement or any Guarantee with respect to the Opioid Obligations and, in each case, such Default continues for 10 days.

then, and in every such event (other than an event with respect to the Parent or a Primary Obligor described in clause (e) or (f) above), and at any time thereafter during the continuance of such event, the Opioid Trust may, by notice to the Primary Obligors, take any or all of the following actions, at the same or different times: declare the unpaid Opioid Obligations then outstanding to be forthwith due and payable in whole or in part (in which case any Opioid Obligations not so declared to be due and payable may thereafter be declared to be due and payable), whereupon the unpaid Opioid Obligations so declared to be due and payable, together with any unpaid accrued fees and all other liabilities of the Settlement Parties accrued hereunder and under any other Settlement Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Parent and each Settlement Party, anything contained herein or in any other Settlement Document to the contrary notwithstanding; and in any event with respect to the Parent or a Settlement Party described in clause (e) or (f) above, the unpaid Opioid Obligations then outstanding, together with any unpaid accrued fees and all other liabilities of the Settlement

Parties accrued hereunder and under any other Settlement Document, shall automatically become due and payable, anything contained herein or in any other Settlement Document to the contrary notwithstanding. For the avoidance of doubt, each reference in this Section 7.01 to the Opioid Trust shall be interpreted in accordance with Section 1.02 as a reference to the Opioid Trust and its successors and assigns in whole, but not in part.

ARTICLE VIII  
[RESERVED]

ARTICLE IX  
MISCELLANEOUS

Section 9.01 Notices; Communications.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier or other electronic means (including by electronic mail) as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, address, telecopier number or electronic mail address set forth on Schedule 9.01.

(b) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by telecopier and electronic mail shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient).

(c) Any party hereto may change its address (including electronic mail address) or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

(d) Documents required to be delivered pursuant to Section 5.04 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Parent posts such documents, or provides a link thereto on the Parent's website on the Internet at the website address listed on Schedule 9.01, or (ii) on which such documents are posted on the Parent's or a Primary Obligor's behalf on an Internet or intranet website, if any, to which the Opioid Trust has access (whether a commercial, third-party website or whether sponsored by the Opioid Trust).

Section 9.02 Survival of the Agreement. All covenants, agreements, representations and warranties made by the Settlement Parties herein, in the other Settlement Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Settlement Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Settlement Documents, regardless of any investigation made by such persons or on their behalf,

and shall continue in full force and effect until the Termination Date. Without prejudice to the survival of any other agreements contained herein, the provisions of Section 2.05, 9.05, 9.19(d), 9.23(d) and 10.03 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Opioid Obligations, the occurrence of the Termination Date or the termination of this Agreement or any other Settlement Document or any provision hereof or thereof.

Section 9.03 Binding Effect. This Agreement shall become effective when it shall have been executed by the Parent and the Primary Obligors, the Approval Order shall have been entered by the Bankruptcy Court and the other conditions to effectiveness set forth in Section 3.01 shall have been satisfied or waived.

Section 9.04 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Parent and the Primary Obligors shall not assign or otherwise transfer any of their respective rights or obligations hereunder without the prior written consent of the Opioid Trust (and any attempted assignment or transfer by the Parent or a Primary Obligor shall be null and void). The Opioid Trust (or any of its successors or assigns, in part or in whole) may assign to one or more assignees all or a ratable portion of its rights and obligations under this Agreement, subject to (i) the requirements of the Notice Side Letter, (ii) any such assignee becoming a party to this Agreement and the Subsidiary Guarantee Agreement pursuant to a joinder in form and substance reasonably acceptable to the Primary Obligors and (iii) any limitations set forth in this Agreement on the assignments of rights and obligations by the Opioid Trust (or any of its successors or assigns, in part or in whole), including any specification that certain references herein to the Opioid Trust refer to (x) the Opioid Trust and its successors and assigns in whole, but not in part or (y) to the Opioid Trust, but not any of its successors or assigns, in part or in whole; provided, however, that while the Primary Obligors agree that any such successor or assign shall be entitled to the benefits of Section 2.04 (subject to the requirements and limitations therein) to the same extent as the Opioid Trust (but not any of its successors or assigns, in part or in whole), no such successor or assign shall be entitled to receive any greater payment under such Section in respect of any payment of Opioid Deferred Cash Payments (or any portion thereof) than the Opioid Trust (but not any of its successors or assigns, in part or in whole) would have been entitled to receive in respect of any such payment. Any attempted assignment or transfer by the Opioid Trust (or any of its successors or assigns, in part or in whole) of any of its rights or obligations in violation of the preceding sentence shall be null and void. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any person (other than the parties hereto, their respective successors and assigns permitted hereby, and, to the extent expressly contemplated hereby, the Related Parties of the Opioid Trust) any legal or equitable right, remedy or claim under or by reason of this Agreement or the other Settlement Documents.

Section 9.05 Expense; Indemnity.

(a) The Parent and the Primary Obligors hereby jointly and severally agree to pay (i) all reasonable and documented out-of-pocket expenses (including, subject to Section 9.05(c), Other Taxes) incurred by the Opioid Trust and its Affiliates in connection with the preparation of this Agreement and the other Settlement Documents, or any amendments,

modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), including the reasonable fees, charges and disbursements of counsel for the Opioid Trust and, if necessary, the reasonable fees, charges and disbursements of one local counsel per jurisdiction, and (ii) all out-of-pocket expenses (including Other Taxes) incurred by the Opioid Trust in connection with the enforcement of its rights in connection with this Agreement and any other Settlement Document, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Opioid Obligations and including the fees, charges and disbursements of a single counsel and, if necessary, a single local counsel in each appropriate jurisdiction and (if appropriate) a single regulatory counsel.

(b) The Parent and the Primary Obligors agree, jointly and severally, to indemnify the Opioid Trust, its ~~Trustee~~trustees, each of their respective Affiliates, successors and assignors, and each of their respective Related Parties (each such person being called an “Indemnatee”) against, and to hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements (excluding the allocated costs of in house counsel and limited to not more than one counsel for the Opioid Trust (and its successors or assigns, in part or in whole) and its and their respective Indemnitees, taken as a whole, and, if necessary, a single local counsel in each appropriate jurisdiction and (if appropriate) a single regulatory counsel for the Opioid Trust (and its successors or assigns, in part or in whole) and its and their respective Indemnitees, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnatee affected by such conflict informs a Primary Obligor of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnatee)), incurred by or asserted against any Indemnatee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Settlement Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto and thereto of their respective obligations hereunder and thereunder and the transactions expressly set forth herein and in the Subsidiary Guarantee Agreement, (ii) [reserved], (iii) any violation of or liability under Environmental Laws by the Parent or any Subsidiary, (iv) any actual or alleged presence, Release or threatened Release of or exposure to Hazardous Materials at, under, on, from or to any property owned, leased or operated by the Parent or any Subsidiary or (v) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnatee is a party thereto and regardless of whether such matter is initiated by a third party or by the Parent, a Primary Obligor or any of their subsidiaries or Affiliates; provided, that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims damages, liabilities or related expenses (w) arose prior to the Effective Date or relate to any transactions contemplated by the Plan of Reorganization (including investigating, preserving or pursuing the Assigned Claims (as defined in the Opioid MDT II Cooperation Agreement) or defending against Opioid Claims (as defined in the Plan of Reorganization)) other than the transactions expressly set forth herein and in the Subsidiary Guarantee Agreement, (x) are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnatee or any of its Related Parties, (y) arose from a material breach in bad faith of such Indemnatee’s or any of its Related Parties’ obligations under any Settlement Document (as determined by a court of competent jurisdiction in a final, non-appealable judgment) or (z) arose from any claim, actions, suits, inquiries, litigation, investigation or proceeding that does not involve an act or omission of the

Parent, a Primary Obligor or any of their subsidiaries or Affiliates and is brought by an Indemnitee against another Indemnitee. None of the Indemnites (or any of their respective affiliates) shall be responsible or liable to the Parent, any Primary Obligor or any of their respective subsidiaries, Affiliates or stockholders for any special, indirect, consequential or punitive damages, which may be alleged as a result of the transactions set forth herein and in the other Settlement Documents. The provisions of this Section 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Opioid Obligations, the occurrence of the Termination Date, the invalidity or unenforceability of any term or provision of this Agreement or any other Settlement Document, or any investigation made by or on behalf of the Opioid Trust. All amounts due under this Section 9.05 shall be payable within 15 days after written demand therefor delivered to each Primary Obligor in accordance with Section 9.01 and accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(c) Except as expressly provided in Section 9.05(a) with respect to Other Taxes, which shall not be duplicative with any amounts paid pursuant to Section 2.03, this Section 9.05 shall not apply to any Taxes (other than Taxes that represent losses, claims, damages, liabilities and related expenses resulting from a non-Tax claim), which shall be governed exclusively by Section 2.03.

(d) To the fullest extent permitted by applicable law, neither the Parent nor any Primary Obligor shall assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Settlement Document or any agreement or instrument contemplated hereby, or the transactions contemplated hereby or thereby. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems (including the internet) in connection with this Agreement or the other Settlement Documents or the transactions contemplated hereby or thereby.

(e) The agreements in this Section 9.05 shall survive the repayment, satisfaction or discharge of the Opioid Obligations, the occurrence of the Termination Date and the termination of this Agreement, any other Settlement Document or any provision hereof or thereof. For the avoidance of doubt, nothing in this Section 9.05 shall modify the fact that the Plan of Reorganization shall constitute a Settlement Document only to the extent provided in the definition of that term.

Section 9.06 Relationship to Plan of Reorganization. As to the matters provided for herein and therein, the provisions of this Agreement and the Subsidiary Guarantee Agreement constitute a more detailed recitation of the rights and obligations of the parties hereto set forth in abbreviated form in the Plan of Reorganization.

Section 9.07 Applicable Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS

AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 9.08 Waivers; Amendments.

(a) No failure or delay of the Opioid Trust (or any of its successors or assigns, in part or in whole) in exercising any right or power hereunder or under any Settlement Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Opioid Trust (or any of its successors or assigns, in part or in whole) hereunder and under the other Settlement Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Settlement Document or consent to any departure by a Primary Obligor or any other Settlement Party therefrom shall in any event be effective unless the same shall be permitted by clause (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on a Primary Obligor or any other Settlement Party in any case shall entitle such person to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any other Settlement Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Parent, each Primary Obligor and the Opioid Trust. For the avoidance of doubt, the reference in this Section 9.08(b) to the Opioid Trust shall be interpreted in accordance with Section 1.02 as a reference to the Opioid Trust and its successors and assigns in whole, but not in part.

Section 9.09 [Reserved].

Section 9.10 Entire Agreement. This Agreement and the other Settlement Documents constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement among or representations from the parties or their Affiliates with respect to the subject matter hereof is superseded by this Agreement and the other Settlement Documents. Nothing in this Agreement or in the other Settlement Documents, expressed or implied, is intended to confer upon any party other than the parties hereto and thereto (and the Indemnitees) rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Settlement Documents.

Section 9.11 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER SETTLEMENT DOCUMENTS (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE

FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER SETTLEMENT DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11.

Section 9.12 Severability. In the event any one or more of the provisions contained in this Agreement or in any other Settlement Document should be held invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby as to such jurisdiction, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 9.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 9.03. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (including by delivery of .pdf) shall be as effective as delivery of a manually signed original. The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 9.14 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 9.15 Jurisdiction; Consent to Service of Process.

(a) Each party hereto irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any other party hereto or any Affiliate thereof in any way relating to this Agreement or any other Settlement Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, Borough of Manhattan, and of the United States District Court of the Southern District of New York, sitting in New York County, Borough of Manhattan, and of the Bankruptcy Court, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court or Bankruptcy Court. Each of the parties hereto agrees that a final judgment in

any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Settlement Documents in any court referred to in paragraph (a) of this Section 9.15. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement or any other Settlement Document to serve process in any other manner permitted by law.

(d) Each of the Parent and each Primary Obligor hereby irrevocably and unconditionally appoints ST Shared Services LLC, with an office on the Effective Date at 675 McDonnell Blvd., Hazelwood, MO 63042, and its successors hereunder (the "Process Agent"), as its agent to receive on behalf of the Parent and such Primary Obligor and their respective property all writs, claims, process and summonses in any action or proceeding brought against it in the State of New York. Such service may be made by mailing or delivering a copy of such process to the Parent or the respective Primary Obligor (as applicable) in care of the Process Agent at the address specified above for the Process Agent, and each of the Parent and each Primary Obligor irrevocably authorizes and directs the Process Agent to accept such service on its behalf. Failure by the Process Agent to give notice to the Parent or any or all Primary Obligors or failure of the Parent or any or all Primary Obligors to receive notice of such service of process shall not impair or affect the validity of such service on the Process Agent or the Parent or any Primary Obligor, or of any judgment based thereon. The Parent and each Primary Obligor each covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the delegation of the Process Agent above in full force and effect, and to cause the Process Agent to act as such. Nothing herein shall in any way be deemed to limit the ability to serve any such writs, process or summonses in any other manner permitted by applicable law.

Section 9.16 Confidentiality. The Opioid Trust (and its successors and assigns, in part or in whole) shall maintain in confidence (and shall use solely for the purposes of determining compliance with the terms of the Settlement Documents or evaluating the financial condition of the Parent and its Subsidiaries) any information relating to the Parent, each Primary Obligor and any of their respective Subsidiaries or their respective businesses furnished to it by or on behalf of the Parent, each Primary Obligor or any of their respective Subsidiaries (other than information that (a) has become generally available to the public other than as a result of a disclosure by such party, (b) has been independently developed by the Opioid Trust (or such successor or assign, in part or in whole) without utilizing any information received from the Parent or any Subsidiary or violating this Section 9.16 or (c) was available to the Opioid Trust (or such successor or assign, in part or in whole) from a third party having, to the Opioid Trust's (or such successor's or assign's, in part or in whole) knowledge, no obligations of confidentiality

to the Parent, any Primary Obligor or any other Subsidiary) and shall not reveal the same except: (A) to the extent necessary to comply with applicable laws or any legal process or the requirements of any Governmental Authority purporting to have jurisdiction over such the Opioid Trust (or such successor or assign, in part or in whole) or its Related Parties, (B) as part of normal reporting or review procedures to, or examinations by, Governmental Authorities or self-regulatory authorities, (C) to its Beneficiaries and Related Parties, including auditors, accountants, legal counsel and other advisors (so long as each such person shall have agreed to keep the same confidential in accordance with this Section 9.16), (D) in connection with the exercise of any remedies under this Agreement or any other Settlement Document or any suit, action or proceeding relating to this Agreement or any other Settlement Document or the enforcement of rights hereunder or thereunder, (E) to any prospective assignee of any of its rights under this Agreement (so long as such person shall have agreed to keep the same confidential in accordance with this Section 9.16), (F) [reserved,] (G) with the prior written consent of the Parent, and (H) to the extent required by a potential or actual insurer or reinsurer in connection with providing insurance, reinsurance or credit risk mitigation coverage under which payments are to be made or may be made by reference to this Agreement (so long as such person shall have agreed to keep the same confidential in accordance with this Section 9.16). For the avoidance of doubt, the confidentiality obligations of the Opioid Trust and its Related Parties and Beneficiaries with respect to any Cooperation Agreement Information shall be governed by the Opioid MDT II Cooperation Agreement and not by this Section 9.16.

Section 9.17 Settlement Parties' Materials. The Parent and each Primary Obligor hereby acknowledges and agrees that (a) the Opioid Trust may make available to its successors and assigns, in part or in whole, as applicable, and its Beneficiaries and/or their respective advisors materials and/or information provided by or on behalf of the Parent and any other Settlement Party hereunder, in each case subject to the requirements of Section 9.16 (collectively, "Settlement Parties' Materials"), (b) the Parent and each Primary Obligor will identify that portion of the Settlement Parties' Materials that includes material non-public information with respect to the Parent, the Primary Obligors or their respective Subsidiaries or any of their respective securities, and (c) the Parent and each Primary Obligor will clearly and conspicuously mark "PUBLIC" all other Settlement Parties' Materials that do not contain such material non-public information, which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof, and by marking Settlement Parties' Materials "PUBLIC," the Parent and each Primary Obligor shall be deemed to have authorized the Opioid Trust, its successors and assigns, in whole or in part, as applicable, the Beneficiaries of the Opioid Trust and their respective advisors to treat such Settlement Parties' Materials as solely containing information that is either (x) publicly available information or (y) not material (although it may be sensitive and proprietary) with respect to the Parent, the Primary Obligors or their respective Subsidiaries or any of their respective securities for purposes of United States Federal securities laws (provided, however, that such Settlement Parties' Materials shall be treated as set forth in Section 9.16, to the extent such Settlement Parties' Materials constitute information subject to the terms thereof).

Section 9.18 [Reserved].

Section 9.19 Release of Obligations.

(a) The Opioid Trust (and its successors and assigns, in part or in whole) hereby irrevocably agree that any Subsidiary Settlement Party shall automatically be released from its obligations hereunder and its Guarantee and cease to be a Subsidiary Settlement Party upon (x) consummation of any transaction permitted hereunder resulting in such Subsidiary ceasing to constitute a Subsidiary or (y) the release or discharge (giving effect to any concurrent release of any Indebtedness) of its primary obligations and guarantees by such Subsidiary Settlement Party in respect of all Reference Indebtedness, in each case following a written request by a Primary Obligor to the Opioid Trust requesting that such person no longer constitutes a Subsidiary Settlement Party and certifying its entitlement to the requested release and, in the case of a release pursuant to clause (y), setting forth the details of its compliance with the following clauses (A) through (E); provided that any such release pursuant to preceding clause (y) shall only be effective if (A) no Event of Default has occurred and is continuing or would result therefrom, (B) at the time of such release (and after giving effect thereto), all outstanding Indebtedness of such Subsidiary would then be permitted to be made in accordance with the relevant provisions of Section 6.01 (for purposes of this clause (B), with the Primary Obligors being required to reclassify any such Indebtedness made in reliance upon such Subsidiary being a Subsidiary Settlement Party on another basis as would be permitted by such Section) (and all items described above in this clause (B) shall thereafter be deemed recharacterized as provided above in this clause (B)), (C) if such Subsidiary is a person described in Section 9.18(i)(b)(y)(1) of the Takeback Term Loan Credit Agreement (as in effect on the Effective Date) or such Subsidiary guaranteed Reference Indebtedness even though it was not required at such time to do so, then at the time of such release (and after giving effect thereto), all Investments previously made in such Subsidiary after the Effective Date would then be permitted to be made in accordance with Section 6.04 (for purposes of this clause (C), with the Primary Obligors being required to reclassify any such Investments made in reliance upon such Subsidiary being a Subsidiary Settlement Party on another basis as would be permitted by such Section), and any Dispositions previously made to such Subsidiary after the Effective Date would then be permitted to be made in accordance with the relevant provisions of Section 6.05 as if the same were made to a Subsidiary that was not a Subsidiary Settlement Party (and all items described above in this clause (C) shall thereafter be deemed recharacterized as provided above in this clause (C)), (D) to the extent that the release from obligations in respect of Reference ~~Debt~~Indebtedness relies upon such Subsidiary ceasing to be a Wholly-Owned Subsidiary, the transaction pursuant to which such Subsidiary ceases to be a Wholly-Owned Subsidiary arises from legitimate business transactions with third parties and (E) such Subsidiary shall not be (or shall be concurrently be released as) a primary obligor or a guarantor with respect to any Reference Indebtedness.

(b) In connection with a release under this Section 9.19, the Opioid Trust shall be entitled to receive a certificate from Parent and the Primary Obligors stating that the sale, merger, consolidation or other Disposition of such Subsidiary is permitted in accordance with this Agreement and the other Settlement Documents and the Opioid Trust (and its successors and assigns, in whole or part) may conclusively rely on such certificate.

(c) The Opioid Trust (and its successors and assigns, in part or in whole) shall execute and deliver any instruments, documents, and agreements necessary or desirable to evidence and confirm the release of any Subsidiary Settlement Party pursuant to the foregoing provisions of this Section 9.19. Upon the effectiveness of any such release, any representation,

warranty or covenant contained in any Settlement Document relating to any such Subsidiary Settlement Party shall no longer be deemed to be made. In connection with any release hereunder, the Opioid Trust (and its successors and assigns, in part or in whole) shall promptly take such action and execute any such documents as may be reasonably requested by a Primary Obligor, and at such Primary Obligor's expense, in connection with such release; provided, that (i) the Opioid Trust shall have received a certificate of a Responsible Officer of such Primary Obligor containing such certifications as the Opioid Trust shall reasonably request, (ii) the Opioid Trust (and its successors and assigns, in part or in whole) shall not be required to execute any such document on terms which, in the reasonable opinion of the Opioid Trust (or any of its successors or assigns, in part or in whole), would expose the Opioid Trust (or any of its successors or assigns, in part or in whole) to liability or create any obligation or entail any consequence other than such release without recourse or warranty, and (iii) such release shall not in any manner discharge, affect or impair the Opioid Obligations of the Parent or any other Subsidiary.

(d) Notwithstanding anything to the contrary contained herein or any other Settlement Document, on the Termination Date, upon request of a Primary Obligor, the Opioid Trust (and its successors and assigns, in part or in whole) shall take such actions as shall be required to release all obligations under any Settlement Document, whether or not on the date of such release there may be any contingent obligations or claims not then due; provided, that the Opioid Trust shall have received a certificate of a Responsible Officer of such Primary Obligor containing such certifications as the Opioid Trust shall reasonably request. Any such release of obligations shall be deemed subject to the provision that such obligations shall be reinstated if after such release any portion of any payment in respect of the relevant obligations shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of a Primary Obligor or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, a Primary Obligor or any Guarantor or any substantial part of its property, or otherwise, all as though such payment had not been made. The Primary Obligors agree, jointly and severally, to pay all reasonable and documented out-of-pocket expenses incurred by the Opioid Trust (and its representatives) in connection with taking such actions to release all obligations under the Settlement Documents as contemplated by this Section 9.19.

Section 9.20 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Settlement Document in the currency denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Opioid Trust could purchase the Agreement Currency with such other currency on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of each Settlement Party in respect of any such sum due from it to the Opioid Trust (or any of its successors or assigns, in part or in whole) hereunder or under the other Settlement Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the Agreement Currency, be discharged only to the extent that on the Business Day following receipt by the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) of any sum adjudged to be so due in the Judgment Currency, the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) may in

accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable), in the Agreement Currency, the Settlement Parties agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable), or such other person to whom such obligation was owing, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Opioid Trust (or any of its successors or assigns, in part or in whole, as applicable) in the Agreement Currency, the Opioid Trust (or its applicable successors or assigns, in part or in whole) agrees to return the amount of any excess to the respective Settlement Party.

Section 9.21 USA PATRIOT Act Notice. To the extent the Opioid Trust (or any of its successors or assigns, in part or in whole) is subject to the USA PATRIOT Act, the Opioid Trust (and its successors and assigns, in part or in whole) hereby notifies each Settlement Party that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies such Settlement Party, which information includes the name and address of such Settlement Party and other information that will allow the Opioid Trust (and its successors and assigns, in part or in whole) to identify each Settlement Party in accordance with the USA PATRIOT Act.

Section 9.22 [Reserved.]

Section 9.23 Joint Obligors.

(a) Notwithstanding anything else in this Agreement or any other Settlement Documents to the contrary ~~(but subject to clause (f) below)~~, each Primary Obligor, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Primary Obligors, with respect to the payment and performance of all of the Opioid Obligations, it being the intention of the parties hereto that all of the Opioid Obligations shall be the joint and several obligations of each Primary Obligor without preferences or distinction among them. The Primary Obligors shall be liable for all amounts due to Opioid Trust (or any of its successors or assigns, in part or in whole) under this Agreement. The Opioid Obligations of the Primary Obligors with respect to Opioid Deferred Cash Payments and the Opioid Obligations arising as a result of the joint and several liability of one of the Primary Obligors hereunder with respect to the Opioid Deferred Cash Payments, shall be separate and distinct obligations, but all such other Opioid Obligations shall ~~(subject to clause (f) below)~~ be primary obligations of each Primary Obligor.

(b) If and to the extent that any Primary Obligor shall fail to make any payment with respect to any of the Opioid Obligations as and when due or to perform any of the Opioid Obligations in accordance with the terms thereof, then in each such event, each other Primary Obligor will make such payment with respect to, or perform, such Opioid Obligation.

(c) The obligations of each Primary Obligor under this Section 9.23 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any Primary Obligor. The joint

and several liability of the Primary Obligors hereunder shall continue in full force and effect notwithstanding any absorption, merger, amalgamation or any other change whatsoever in the name, membership, constitution or place of formation of any Primary Obligor or the Opioid Trust (or any of its successors or assigns, in part or in whole).

(d) The provisions of this Section 9.23 are made for the benefit of the Opioid Trust and its successors and assigns, in part or in whole, and subject to Article VII hereof, may be enforced by them from time to time against any Primary Obligor as often as occasion therefor may arise and without requirement on the part of Opioid Trust (or any of its successors or assigns, in part or in whole) first to marshal any of its claims or to exercise any of its rights against any other Primary Obligor or to exhaust any remedies available to it against any other Primary Obligor or to resort to any other source or means of obtaining payment of any of the Opioid Obligations hereunder or to elect any other remedy. If at any time, any payment, or any part thereof, made in respect of any of the Opioid Obligations is rescinded or must otherwise be restored or returned by the Opioid Trust (or any of its successors or assigns, in part or in whole) or any subsequent transferee upon the insolvency, bankruptcy or reorganization of any Primary Obligor, or otherwise, the provisions of this Section 9.23 will forthwith be reinstated and in effect as though such payment had not been made.

(e) Notwithstanding any provision to the contrary contained herein or in any of the other Settlement Documents, to the extent the obligations of a Primary Obligor shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state, federal or foreign law relating to fraudulent conveyances or transfers) then the obligations of such Primary Obligor hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal, state, provincial or foreign and including, without limitation, the Bankruptcy Code).

## ARTICLE X

### PARENT GUARANTY

Section 10.01 Parent Guaranty. The Parent hereby guarantees to the Opioid Trust (and its successors and assigns, in part or in whole) and each holder of the Opioid Obligations as hereinafter provided, as primary obligor and not as surety, the payment of the Opioid Obligations in full in cash when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof. The Parent hereby further agrees that if any of the Opioid Obligations are not paid in full in cash when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the Parent will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Opioid Obligations, the same will be promptly paid in full in cash when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 10.02 Obligations Unconditional. ~~(e)~~(a) The obligations of the Parent under Section 10.01 are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of any of the Settlement Documents or other documents

relating to the Opioid Obligations, or any substitution, release, impairment or exchange of any other guarantee of any of the Opioid Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor (other than payment in full in cash of the Opioid Obligations, other than contingent obligations not then due), it being the intent of this Section 10.02 that the obligations of the Parent hereunder shall be absolute and unconditional under any and all circumstances. The Parent agrees that it shall have no right of subrogation, indemnity, reimbursement or contribution against a Primary Obligor or any other Guarantor for amounts paid under this Article X until such time as the Opioid Obligations (other than contingent obligations not then due) have been paid in full in cash.

~~(a)~~ (b) Without limiting the generality of the foregoing, it is agreed that, to the fullest extent permitted by law, the occurrence of any one or more of the following shall not alter or impair the liability of the Parent hereunder, which shall remain absolute and unconditional as described above:

(i) at any time or from time to time, without notice to the Parent, the time for any performance of or compliance with any of the Opioid Obligations shall be extended, or such performance or compliance shall be waived;

(ii) any of the acts mentioned in any of the provisions of any of the Settlement Documents or other documents relating to the Opioid Obligations shall be done or omitted;

(iii) the due date of any of the Opioid Obligations shall be accelerated, or any of the Opioid Obligations shall be modified, supplemented or amended in any respect, or any right under any of the Settlement Documents or other documents relating to the Opioid Obligations shall be waived or any other guarantee of any of the Opioid Obligations shall be released, impaired or exchanged in whole or in part or otherwise dealt with;

(iv) any of the Opioid Obligations shall be determined to be void or voidable (including, without limitation, for the benefit of any creditor of the Parent) or shall be subordinated to the claims of any person (including, without limitation, any creditor of the Parent); or

(v) the lack of enforceability or validity of the Opioid Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto, or any other invalidity or unenforceability relating to or against the Parent, any Primary Obligor or any other Guarantor of any of the Opioid Obligations, for any reason related to this Agreement, any other Settlement Document or any provision of applicable law, decree, order or regulation of any jurisdiction purporting to prohibit the payment by the Parent, any Primary Obligor or any other Guarantor of the Opioid Obligations, of any of the Opioid Obligations or otherwise affecting any term of any of the Opioid Obligations.

~~(b)~~ (c) With respect to its obligations hereunder, the Parent hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any

requirement that the Opioid Trust (or any of its successors or assigns, in part or in whole) exhaust any right, power or remedy or proceed against any person under any of the Settlement Documents or other documents relating to the Opioid Obligations, or against any other person under any other guarantee of any of the Opioid Obligations.

Section 10.03 Reinstatement. The obligations of the Parent under this Article X shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any person in respect of the Opioid Obligations is rescinded or must be otherwise restored by any holder of any of the Opioid Obligations or any subsequent transferee, whether as a result of any proceedings under any Bankruptcy Law or otherwise, and the Parent agrees that it will indemnify the Opioid Trust (and its successors and assigns, in part or in whole) on demand for all reasonable costs and expenses (including, without limitation, the fees, charges and disbursements of counsel) incurred by the Opioid Trust (or its successors and assigns, in part or in whole) in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any proceedings under any Bankruptcy Law or otherwise.

Section 10.04 Certain Additional Waivers. The Parent further agrees that it shall have no right of recourse to security for the Obligations, except through the exercise of rights of subrogation pursuant to Section 10.02 and through the exercise of rights of contribution pursuant to Section 10.06.

Section 10.05 Remedies. The Parent agrees that, to the fullest extent permitted by law, as between the Parent, on the one hand, and the Opioid Trust (and its successors and assigns, in part or in whole), on the other hand, the Opioid Obligations may be declared to be forthwith due and payable as provided in Article VII (and shall be deemed to have become automatically due and payable in the circumstances provided in said Article VII) for purposes of Section 10.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or preventing the Opioid Obligations from becoming automatically due and payable) as against any other person and that, in the event of such declaration (or the Opioid Obligations being deemed to have become automatically due and payable), the Opioid Obligations (whether or not due and payable by any other person) shall forthwith become due and payable by the Parent for purposes of Section 10.01.

Section 10.06 Rights of Contribution. The Parent agrees that, in connection with payments made hereunder, the Parent and each other Guarantor shall have contribution rights against the other Guarantors as permitted under applicable law. Such contribution rights shall be subordinate and subject in right of payment to the obligations of such Guarantors under the Settlement Documents and no Guarantor shall exercise such rights of contribution until all Opioid Obligations (other than contingent obligations not then due) have been paid in full in cash.

Section 10.07 Guarantee of Payment; Continuing Guarantee. The guarantee given by the Parent in this Article X is a guaranty of payment and not of collection, is a continuing guarantee, and shall apply to all Obligations whenever arising.

Section 10.08 New Parent. If, at any time, (a) the Parent becomes a Wholly Owned Subsidiary of an entity (x) that is an entity organized in a Qualified Jurisdiction and (y) at least a majority of the Equity Interests of which are owned by persons who were, immediately prior to its acquisition of the Parent, shareholders of the Parent, and (b) no Default or Event of Default has occurred and is continuing (or would exist upon such New Parent becoming the Parent), then a Primary Obligor may, by notice to the Opioid Trust, designate such person (the “New Parent”) as the Parent. Following any such designation, and effective upon (i) the execution by such person of a joinder to this Agreement in form and substance reasonably satisfactory to the Opioid Trust by which it agrees to be bound by the terms hereof and assume all obligations of the Parent hereunder and (ii) the prior Parent becoming party to the Subsidiary Guarantee Agreement, such person shall become the Parent and shall assume all rights and obligations of the Parent hereunder; provided that (x) nothing in this Section 10.08 shall discharge or release the previous Parent from its obligations hereunder until such time as the previous Parent shall become a party to the Subsidiary Guarantee Agreement as a Subsidiary Settlement Party and (y) from and after the date upon which the New Parent satisfies the above requirements and becomes the “Parent”, the previous Parent shall be deemed to be a Subsidiary Settlement Party for purposes hereof. Any New Parent and any previous Parent shall take all actions reasonably requested by the Opioid Trust to effectuate the foregoing.

**EXHIBIT D**

**Blackline of Subsidiary Guarantee Agreement**

SUBSIDIARY GUARANTEE AGREEMENT

dated and effective as of

June ~~15~~16, 2022,

by

The Subsidiaries of MALLINCKRODT PLC Named Herein

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This **SUBSIDIARY GUARANTEE AGREEMENT**, dated as of June ~~15~~16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this "Guaranty"), by and among MALLINCKRODT LLC, a Delaware limited liability company ("MLLC"), SPECGX HOLDINGS LLC, a New York limited liability company ("SpecGx Holdings"), SPECGX LLC, a Delaware limited liability company ("SpecGx"), and each other Subsidiary listed on the signature page hereof and each other Subsidiary that becomes a party hereto after the date hereof (together with MLLC, SpecGx Holdings and SpecGx, individually a "Subsidiary Guarantor" and collectively the "Subsidiary Guarantors").

**WITNESSETH:**

**WHEREAS**, Mallinckrodt plc, a public limited company incorporated in Ireland with registered number 522227 (the "Parent"), MLLC, SpecGx Holdings and SpecGx (collectively, together with the Parent, the "Primary Obligors") and the Opioid Trust (as defined in the Deferred Payment Agreement (as defined below)) are obligated under that certain Opioid Deferred Cash Payments Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Deferred Payment Agreement"), which has been approved by the Bankruptcy Court (as defined in the Deferred Payment Agreement) and incorporated into the Confirmation Order (as defined in the Deferred Payment Agreement);

**WHEREAS**, it is a condition to the effectiveness of the Deferred Payment Agreement that each Subsidiary Guarantor shall have executed and delivered this Guaranty to guarantee the Obligations; and

**WHEREAS**, each Subsidiary Guarantor will obtain benefits from the effectiveness of the Deferred Payment Agreement and the settlements of claims represented thereby, and accordingly desires to execute this Guaranty in order to satisfy the conditions described in the preceding paragraph.

Accordingly, the parties hereto agree as follows:

**1. DEFINITIONS**

Capitalized terms used herein shall have the meanings assigned to them in the Deferred Payment Agreement unless otherwise defined herein. References to this "Guaranty" shall mean this Guaranty, including all amendments, modifications and supplements and any annexes, exhibits and schedules to any of the foregoing, and shall refer to this Guaranty as the same may be in effect at the time such reference becomes operative.

**2. REPRESENTATIONS AND WARRANTIES**

Each of the Subsidiary Guarantors party hereto on the Effective Date represents and warrants as of the Effective Date, and each Subsidiary Guarantor that becomes a party to this Guaranty pursuant to the execution of a supplement hereto in the form of Exhibit A hereto (with such modifications as shall be reasonably acceptable to the Opioid Trust (including modifications to reflect the Agreed Guarantee Principles), each, a "Guaranty Supplement")

represents and warrants as of the date of execution of such Guaranty Supplement to the Opioid Trust (and its successors and assigns, in part or in whole):

(a) Such Subsidiary Guarantor (i) is a partnership, limited liability company, unlimited company, corporation or other entity duly organized, validly existing and in good standing (or, if and to the extent applicable in a foreign jurisdiction, enjoys the equivalent status under the laws of any jurisdiction of organization outside the United States of America) under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to own its property and assets and to carry on its business as now conducted, (iii) is qualified to do business in each jurisdiction where such qualification is required, except where the failure so to qualify, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, and (iv) has the power and authority to execute, deliver and perform its obligations under this Guaranty (or any Guaranty Supplement hereto, as applicable) and each other agreement or instrument contemplated hereby to which it is or will be a party.

(b) The execution, delivery and performance by such Subsidiary Guarantor of this Guaranty (or any Guaranty Supplement hereto, as applicable) (i) have been duly authorized by all corporate, stockholder, partnership, limited liability company or other organizational action required to be obtained by such Subsidiary Guarantor and (ii) will not (A) violate (1) any provision of law, statute, rule or regulation applicable to such Subsidiary Guarantor, (2) the certificate or articles of incorporation or other constitutive documents (including any partnership, limited liability company or operating agreements) or by-laws or constitutions of such Subsidiary Guarantor, (3) any applicable order of any court or any law, rule, regulation or order of any Governmental Authority applicable to such Subsidiary Guarantor or (4) any provision of any indenture, certificate of designation for preferred stock, agreement or other instrument to which such Subsidiary Guarantor is a party or by which it or any of its property is or may be bound, or (B) result in a breach of or constitute (alone or with due notice or lapse of time or both) a default under, give rise to a right of or result in any cancellation or acceleration of any right or obligation (including any payment) under any such indenture, certificate of designation for preferred stock, agreement or other instrument, where any such conflict, violation, breach or default referred to in clause (ii)(A) or (ii)(B) of this Section 2(b), would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (C) result in the creation or imposition of any Lien upon or with respect to any property or assets now owned or hereafter acquired by such Subsidiary Guarantor (other than a Lien that is not prohibited by the Deferred Payment Agreement).

(c) This Guaranty (or any Guaranty Supplement hereto, as applicable) has been duly executed and delivered by such Subsidiary Guarantor and constitutes a legal, valid and binding obligation of such Subsidiary Guarantor enforceable against such Subsidiary Guarantor in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, examinership, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (iii) implied covenants of good faith and fair dealing and (iv) local mandatory law provisions.

In addition to the foregoing, each of the Subsidiary Guarantors covenants that, so long as the Termination Date has not occurred, it will, and, if necessary and practicable, will

enable the Parent and its respective Subsidiaries to, fully comply with those covenants and agreements of the Parent and its Subsidiaries (as applicable) applicable by their terms to such Subsidiary Guarantor set forth in the Deferred Payment Agreement.

### 3. THE GUARANTY

(a) Guaranty of Guaranteed Obligations. Each Subsidiary Guarantor unconditionally guarantees to the Opioid Trust (and its successors and assigns, in part or in whole), jointly and severally with the other Subsidiary Guarantors, as a primary obligor and not merely as a surety, the due and punctual payment and performance when due of the Obligations (the “Guaranteed Obligations”); provided, that the Guaranteed Obligations of each Subsidiary Guarantor shall exclude as to any Subsidiary Guarantor that is a Primary Obligor, any Obligations of such Subsidiary Guarantor in its capacity as a Primary Obligor under the Deferred Payment Agreement. Each Subsidiary Guarantor (other than, pursuant to and in accordance with the Deferred Payment Agreement, the Primary Obligors party hereto) further agrees that the Guaranteed Obligations may be extended, renewed or increased, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension, renewal or increase of any Guaranteed Obligation. Each Subsidiary Guarantor waives presentment to, demand of payment from and protest to any Primary Obligor or any other Subsidiary Guarantor of any of the Guaranteed Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment. Notwithstanding anything to the contrary herein, in no circumstances shall the Guaranteed Obligations with respect to any Restricted Foreign Guarantor (as defined below) include any Obligations to the extent such Obligations are directly incurred by a Guarantor that is a Domestic Subsidiary and a direct or indirect parent company of such Restricted Foreign Guarantor. In this Guaranty, “Restricted Foreign Guarantor” shall mean any Guarantor that is (a) a Subsidiary of a Guarantor that is a Domestic Subsidiary and (b)(i) a Foreign Subsidiary or (ii) a Domestic Subsidiary substantially all of the assets of which consist, directly or indirectly, of equity of one or more Foreign Subsidiaries.

(b) Guaranty of Payment. Each Subsidiary Guarantor further agrees that its guarantee hereunder constitutes an absolute, irrevocable and unconditional guarantee of payment when due (whether at stated maturity, by acceleration or otherwise) and not of collection.

(c) No Limitations. Except for termination or release of a Subsidiary Guarantor’s obligations hereunder as expressly provided for in Section 6(g) and subject to the provisions of Sections 3(g), 14, 15 and 16, the obligations of each Subsidiary Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise (other than defense of payment or performance). Without limiting the generality of the foregoing, the obligations of each Subsidiary Guarantor hereunder, to the fullest extent permitted by applicable law, shall not be discharged or impaired or otherwise affected by: (i) the failure of the Opioid Trust (or any of its successors and assigns, in part or in whole) to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Settlement Document or otherwise; (ii) the failure of any other Subsidiary Guarantor to sign or become party to this

Guaranty or any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Settlement Document or any other agreement, including with respect to any other Subsidiary Guarantor under this Guaranty; (iii) [reserved]; (iv) any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations; (v) any other act or omission that may or might in any manner or to any extent vary the risk of any Subsidiary Guarantor or otherwise operate as a discharge of any Subsidiary Guarantor as a matter of law or equity (other than the occurrence of the Termination Date); (vi) any illegality, irregularity, invalidity or enforceability of any Guaranteed Obligation or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any collateral securing the Guaranteed Obligations or any part thereof, or any other invalidity or unenforceability relating to or against the Parent, any Primary Obligor or any other guarantor of any of the Guaranteed Obligations, for any reason related to any Settlement Document or any provision of applicable law, decree, order or regulation of any jurisdiction purporting to prohibit the payment by the Parent, any Primary Obligor or any other guarantor of the Guaranteed Obligations, of any of the Guaranteed Obligations or otherwise affecting any term of any of the Guaranteed Obligations; (vii) any change in the corporate existence, structure or ownership of the Parent, any Primary Obligor or any other guarantor of any of the Guaranteed Obligations, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Parent, any Primary Obligor or any other guarantor of the Guaranteed Obligations, or any of their respective assets or any resulting release or discharge of any Guaranteed Obligation (other than the occurrence of the Termination Date); (viii) the existence of any claim, set-off or other rights that such Subsidiary Guarantor may have at any time against the Parent, any Primary Obligor, any other guarantor of any of the Guaranteed Obligations, the Opioid Trust (or any of its successors and assigns, in part or in whole), or any other corporation or person, whether in connection herewith or any unrelated transactions; provided that nothing herein will prevent the assertion of any such claim by separate suit or compulsory counterclaim; (ix) any extension, renewal, settlement, indulgence, compromise, waiver or release of or with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed Obligations, whether (in any such case) by operation of law or otherwise, or any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed Obligations; (x) any modification or amendment of or supplement to any Settlement Document (other than any modification or amendment of this Guaranty as to such Subsidiary Guarantor), including, without limitation, any such amendment which may increase the amount of, or the interest rates applicable to, any of the Guaranteed Obligations; (xi) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any other guaranties with respect to the Guaranteed Obligations or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Obligations or any part thereof; (xii) the election by, or on behalf of, the Opioid Trust (or any of its successors and assigns, in part or in whole), in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code (or any equivalent or similar provisions under any Bankruptcy Law); (xiii) any borrowing or grant of a security interest by the Parent, any Primary Obligor or any of their respective Subsidiaries, as debtor-in-possession, under Section 364 of the Bankruptcy Code (or any equivalent or similar provisions under any Bankruptcy Law) or in any other bankruptcy or insolvency proceeding; and (xiv) any other circumstance (including, without

limitation, any statute of limitations) or any existence of or reliance on any representation by the Opioid Trust (or any of its successors and assigns, in part or in whole) that might otherwise constitute a defense to, or a legal or equitable discharge of, the Parent, any Primary Obligor or any other Subsidiary Settlement Party or any other guarantor or surety (other than defense of payment or performance).

Each Subsidiary Guarantor expressly authorizes the Opioid Trust (and its successors and assigns, in part or in whole) to release or substitute any one or more other guarantors or obligors upon or in respect of the Guaranteed Obligations without affecting the obligations of any Subsidiary Guarantor hereunder. To the fullest extent permitted by applicable law, each Subsidiary Guarantor waives any defense based on or arising out of any defense of any other Subsidiary Guarantor or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Subsidiary Guarantor, other than the occurrence of the Termination Date or the release of such Subsidiary Guarantor from this Guaranty pursuant to Section 6(g). The Opioid Trust (and its successors and assigns, in part or in whole) may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Primary Obligor or any other Settlement Party or exercise any other right or remedy available to it against any Primary Obligor or any other Settlement Party, in each case without affecting or impairing in any way the liability of any Subsidiary Guarantor hereunder except to the extent the Termination Date shall have occurred. To the fullest extent permitted by applicable law, each Subsidiary Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Subsidiary Guarantor against any other Subsidiary Guarantor, as the case may be.

(d) Reinstatement. Notwithstanding the provisions of Section 6(g)(i), each Subsidiary Guarantor agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Guaranteed Obligation is rescinded or must otherwise be restored or returned by the Opioid Trust (or any of its successors and assigns, in part or in whole) or any subsequent transferee upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Parent, any Primary Obligor or any other Subsidiary Settlement Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Parent, any Primary Obligor or any other Subsidiary Settlement Party or any substantial part of its property, or otherwise, all as though such payment had not been made.

(e) Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Opioid Trust (or any of its successors and assigns, in part or in whole) has at law or in equity against any Subsidiary Guarantor by virtue hereof, upon the failure of any Primary Obligor or any Subsidiary Settlement Party to pay any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Subsidiary Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable) in cash in immediately available funds the amount of such unpaid Guaranteed Obligation. Upon payment by any Subsidiary Guarantor of any sums to the Opioid Trust (or any of its successors and assigns, in part or in whole) as provided above, all rights of

such Subsidiary Guarantor against the Parent, any Primary Obligor or any Subsidiary Settlement Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Section 7.

(f) Information. Each Subsidiary Guarantor assumes all responsibility for being and keeping itself informed of the financial condition and assets of the Parent, each Primary Obligor, each Subsidiary Settlement Party and their respective subsidiaries and any and all endorsers and/or other Subsidiary Guarantors of all or any part of the Guaranteed Obligations, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations, or any part thereof, and the nature, scope and extent of the risks that such Subsidiary Guarantor assumes and incurs hereunder, and agrees that the Opioid Trust (and its successors and assigns, in part or in whole) will not have any duty to advise such Subsidiary Guarantor of information known to it or any of them regarding such circumstances or risks. In the event the Opioid Trust (or any of its successors and assigns, in part or in whole), in its sole discretion, undertakes at any time or from time to time to provide any such information to a Subsidiary Guarantor, the Opioid Trust (and its successors and assigns, in part or in whole) shall be under no obligation (i) to undertake any investigation, (ii) to disclose any information which the Opioid Trust (or any of its successors and assigns, in part or in whole), pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (iii) to make any other or future disclosures of such information or any other information to such Subsidiary Guarantor.

(g) Maximum Liability. Each Subsidiary Guarantor and, by its acceptance of this Guaranty, the Opioid Trust (and its successors and assigns, in part or in whole) each hereby confirms that it is the intention of all such persons that this Guaranty and the Guaranteed Obligations of each Subsidiary Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty and the Guaranteed Obligations of each Subsidiary Guarantor hereunder. To effectuate the foregoing intention, the Opioid Trust (and its successors and assigns, in part or in whole) and the Subsidiary Guarantors hereby irrevocably agree that the Guaranteed Obligations of each Subsidiary Guarantor under this Guaranty at any time shall be limited to the maximum amount as will result in the Guaranteed Obligations of such Subsidiary Guarantor under this Guaranty not constituting a fraudulent transfer or conveyance.

#### **4. FURTHER ASSURANCES**

Each Subsidiary Guarantor agrees, upon the written request of the Opioid Trust, to execute and deliver to the Opioid Trust (and its successors and assigns, in part or in whole), from time to time, any additional instruments or documents reasonably considered necessary by the Opioid Trust to cause this Guaranty to be, become or remain valid and effective in accordance with its terms.

#### **5. PAYMENTS FREE AND CLEAR OF TAXES**

Without prejudice to Section 14 (Swiss Guarantee Limitation) herein, each Subsidiary Guarantor agrees that (a) it will perform or observe all of the terms, covenants and agreements

that Section 2.04 of the Deferred Payment Agreement requires such Subsidiary Guarantor to perform or observe, subject to the qualifications thereto set forth in the Deferred Payment Agreement and (b) any payment required to be made by it hereunder shall be subject to Section 2.04 of the Deferred Payment Agreement, subject to the qualifications thereto set forth in the Deferred Payment Agreement.

**6. OTHER TERMS**

(a) Entire Agreement. This Guaranty, together with the other Settlement Documents, constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements relating to a guaranty of the Obligations.

(b) Headings. The headings in this Guaranty are for convenience of reference only and are not part of the substance of this Guaranty.

(c) Severability. Whenever possible, each provision of this Guaranty shall be interpreted in such a manner to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(d) Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be given as provided in Section 9.01 of the Deferred Payment Agreement.

(e) Successors and Assigns. This Guaranty is for the benefit of the Opioid Trust and its successors and permitted assigns, in part or in whole. Whenever in this Guaranty any Subsidiary Guarantor is referred to, such reference shall be deemed to include the permitted successors and assigns of such party and all covenants, promises and agreements by any Subsidiary Guarantor that are contained in this Guaranty shall bind and inure to the benefit of its respective permitted successors and assigns; provided, that no Subsidiary Guarantor shall have any right to assign its rights or obligations hereunder unless expressly permitted by the Deferred Payment Agreement or with such consents required by Section 9.08 of the Deferred Payment Agreement.

(f) No Waiver; Cumulative Remedies; Amendments. No failure or delay by the Opioid Trust (or any of its successors and assigns, in part or in whole) in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of the Opioid Trust (and its successors and assigns, in part or in whole) provided in the Settlement Documents are cumulative and are not exclusive of any rights, powers or remedies that it would otherwise have. No waiver of any provision of this Guaranty or consent to any departure by any Subsidiary Guarantor therefrom shall in any event be effective unless the same shall be permitted by this Section 6(f), and then such waiver or consent shall be effective only in the

specific instance and for the purpose for which given. No notice or demand on any Subsidiary Guarantor in any case shall entitle any Subsidiary Guarantor to any other or further notice or demand in similar or other circumstances. When making any demand hereunder against any of the Subsidiary Guarantors, the Opioid Trust (or any of its successors and assigns, in part or in whole) may, but shall be under no obligation to, make a similar demand on the Parent, any other Primary Obligor or any other Subsidiary Guarantor or guarantor, and any failure by the Opioid Trust (or any of its successors and assigns, in part or in whole) to make any such demand or to collect any payments from the Parent, any Primary Obligor or any other Subsidiary Guarantor or guarantor or any release of the Parent, any Primary Obligor or any other Subsidiary Guarantor or guarantor shall not relieve any of the Subsidiary Guarantors in respect of which a demand or collection is not made or any of the Subsidiary Guarantors not so released of their several obligations or liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of Opioid Trust (or any of its successors and assigns, in part or in whole) against any of the Subsidiary Guarantors. For the purposes hereof “demand” shall include the commencement and continuance of any legal proceedings. Neither this Guaranty nor any provision hereof may be waived, amended or modified (other than termination or release of this Guaranty pursuant to Section 6(g)) except pursuant to an agreement or agreements in writing entered into by the Opioid Trust and the Subsidiary Guarantor or Subsidiary Guarantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Deferred Payment Agreement. For the avoidance of doubt, the reference in the immediately preceding sentence to the Opioid Trust shall be interpreted in accordance with Section 1.02 of the Deferred Payment Agreement as a reference to the Opioid Trust and its successors and assigns in whole, but not in part.

(g) Termination and Release.

(i) This Guaranty shall automatically terminate on the Termination Date.

(ii) A Subsidiary Guarantor shall automatically be released from its obligations hereunder in accordance with Section 9.19 of the Deferred Payment Agreement.

(iii) In connection with any termination or release pursuant to this Section 6(g), the Opioid Trust (and its successors and assigns, in part or in whole) shall execute and deliver to the Primary Obligors all documents that the Primary Obligors shall reasonably request to evidence such termination or release; provided, that (i) the Opioid Trust shall have received a certificate of a Responsible Officer of the Primary Obligors containing such certifications as the Opioid Trust shall reasonably request, (ii) neither the Opioid Trust nor its successors and assigns, in part or in whole, shall be required to execute any such document on terms which, in the reasonable opinion of the Opioid Trust (or such successors and assigns, in part or in whole, as applicable), would expose the Opioid Trust (or such successors and assigns, in part or in whole) to liability or create any obligation or entail any consequence other than the applicable termination or release without recourse or warranty and (iii) in the case of a release under Section 6(g)(ii), such release shall not in any manner discharge, affect or impair the Guaranteed Obligations or the obligations of any other Subsidiary Guarantor hereunder. Any execution and delivery of documents pursuant to this Section 6(g) shall be made without recourse to or warranty by the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable). The Primary Obligors party hereto agree to pay all reasonable and documented

out-of-pocket expenses incurred by the Opioid Trust (and its successors and assigns, in part or in whole) in connection with the execution and delivery of such documents.

(h) Counterparts. This Guaranty may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart to this Guaranty by facsimile transmission (or other electronic transmission) shall be as effective as delivery of a manually signed original or executed counterpart hereof. The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to this Guaranty or any document to be signed in connection with this Guaranty shall be deemed to include electronic signatures and the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(i) No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Guaranty. In the event an ambiguity or question of intent or interpretation arises, this Guaranty shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Guaranty.

## 7. INDEMNITY; SUBROGATION AND SUBORDINATION

(a) Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Subsidiary Guarantors may have under applicable law (but subject to Section 7(c)), each Primary Obligor agrees that in the event a payment shall be made by any Subsidiary Guarantor under this Guaranty in respect of any Guaranteed Obligation of a Primary Obligor, the applicable Primary Obligor shall indemnify such Subsidiary Guarantor for the full amount of such payment and such Subsidiary Guarantor shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment.

(b) Contribution and Subrogation. Each Subsidiary Guarantor (a “Contributing Guarantor”) agrees (subject to Section 7(c)) that, in the event a payment shall be made by any other Subsidiary Guarantor hereunder in respect of any Guaranteed Obligation (the “Claiming Guarantor”) shall not have been fully indemnified by the applicable Primary Obligor as provided in Section 7(a) hereof, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment, in each case multiplied by a fraction of which the numerator shall be the net worth of such Contributing Guarantor on the date hereof and the denominator shall be the aggregate net worth of all the Subsidiary Guarantors on the date hereof (or, in the case of any Subsidiary Guarantor becoming a party hereto pursuant to Section 5.09 of the Deferred Payment Agreement, the date of the supplement hereto executed and delivered by such Subsidiary Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 7(b) shall be subrogated to the rights of such Claiming Guarantor under Section 7(a) hereof to the extent of such payment. The provisions of this Section 7(b) shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable), and

each Subsidiary Guarantor shall remain liable to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable) for the full amount guaranteed by such Subsidiary Guarantor hereunder.

(c) Subordination, etc. Notwithstanding any provision of this Guaranty to the contrary, all rights of the Subsidiary Guarantors under Sections 7(a) and 7(b) and all other rights of indemnity, contribution or subrogation of any Subsidiary Guarantor under applicable law or otherwise shall be fully subordinated to the Guaranteed Obligations until the occurrence of the Termination Date. Notwithstanding any payment or payments made by any of the Subsidiary Guarantors hereunder or any set-off or appropriation or application of funds of any of the Subsidiary Guarantors by the Opioid Trust (or any of its successors and assigns, in part or in whole), no Subsidiary Guarantor shall be entitled to be subrogated to any of the rights of the Opioid Trust (or any of its successors and assigns, in part or in whole) against any Primary Obligor or any other Subsidiary Guarantor or any collateral security or guarantee or right of set-off held by the Opioid Trust (or any of its successors and assigns, in part or in whole) for the payment of the Guaranteed Obligations until the Termination Date shall have occurred, nor shall any Subsidiary Guarantor seek or be entitled to seek any contribution or reimbursement from any Primary Obligor or any other Subsidiary Guarantor in respect of payments made by such Subsidiary Guarantor hereunder until the Termination Date shall have occurred. If any amount shall be paid to any Subsidiary Guarantor on account of such subrogation rights at any time prior to the Termination Date of the Guaranteed Obligations, such amount shall be held by such Subsidiary Guarantor in trust for the Opioid Trust (and its successors and assigns, in part or in whole), segregated from other funds of such Subsidiary Guarantor, and shall, forthwith upon receipt by such Subsidiary Guarantor, be paid to the Opioid Trust (and its successors and assigns, in part or in whole, as applicable) to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Deferred Payment Agreement. No failure on the part of any Primary Obligor or any Subsidiary Guarantor to make the payments required by Sections 7(a) and 7(b) (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Primary Obligor with respect to the Obligations or any Subsidiary Guarantor with respect to its obligations hereunder, and each Primary Obligor shall remain liable for the full amount of the Obligations and each Subsidiary Guarantor shall remain liable for the full amount of the obligations of such Subsidiary Guarantor hereunder. The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Subsidiary Guarantor or Subsidiary Guarantors to which such contribution and indemnification is owing.

Notwithstanding anything to the contrary contained above, upon the sale of all of the Equity Interests of any Subsidiary Guarantor and the release of such Subsidiary Guarantor from the provisions hereof (whether by the Opioid Trust (and its successors and assigns, in part or in whole) in connection with an exercise of their remedies or in accordance with the relevant provisions of the Deferred Payment Agreement), then any indemnification and contribution obligations otherwise provided above in this Section 7 with respect to the Subsidiary Guarantor which was so released shall terminate and be of no further force and effect, and if any other Subsidiary Guarantors have theretofore made payments hereunder with respect to the Guaranteed Obligations which have not yet been reimbursed in full, then any amount which would have otherwise been payable under this Section 7 by the Subsidiary Guarantor which has

been released herefrom shall be reallocated to the remaining Subsidiary Guarantors based on their respective net worths as re-determined on such date.

**8. GOVERNING LAW**

THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS GUARANTY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

**9. JURISDICTION; CONSENT TO SERVICE OF PROCESS**

(a) Each party hereto irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any other party hereto or any Affiliate thereof, in any way relating to this Guaranty or the transactions relating hereto, in any forum other than the courts of the State of New York sitting in New York County, Borough of Manhattan, and of the United States District Court of the Southern District of New York, and the Bankruptcy Court, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court or Bankruptcy Court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Guaranty in any court referred to in paragraph (a) of this Section 9. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Guaranty irrevocably consents to service of process in the manner provided for notices in Section 6(d). Nothing in this Guaranty will affect the right of any party to this Guaranty to serve process in any other manner permitted by law.

(d) Each Subsidiary Guarantor organized outside of the United States or any State thereof (each of the foregoing, a "Non-U.S. Subsidiary Guarantor") hereby irrevocably and unconditionally appoints ST Shared Services LLC, with an office on the date hereof at 675 McDonnell Blvd., Hazelwood, MO 63042, and its successors hereunder (the "Process Agent"), as its agent to receive on behalf of such Non-U.S. Subsidiary Guarantor and its property all writs, claims, process and summonses in any action or proceeding brought against it in the State of New York. Such service may be made by mailing or delivering a copy of such process to the applicable Non-U.S. Subsidiary Guarantor in care of the Process Agent at the address specified above for the Process Agent, and each such Non-U.S. Subsidiary Guarantor irrevocably authorizes and directs the Process Agent to accept such service on its behalf. Failure by the Process Agent to give notice to a Non-U.S. Subsidiary Guarantor or failure of a Non-U.S.

Subsidiary Guarantor to receive notice of such service of process shall not impair or affect the validity of such service on the Process Agent or such Non-U.S. Subsidiary Guarantor, or of any judgment based thereon. Each Non-U.S. Subsidiary Guarantor covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the delegation of the Process Agent above in full force and effect, and to cause the Process Agent to act as such. Nothing herein shall in any way be deemed to limit the ability to serve any such writs, process or summonses in any other manner permitted by applicable law.

**10. WAIVER OF JURY TRIAL**

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS GUARANTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.

**11. [RESERVED]**

**12. ADDITIONAL SUBSIDIARIES**

Upon execution and delivery by any direct or indirect Subsidiary of the Parent that is required to become a party hereto by Section 5.09 of the Deferred Payment Agreement (or that is referred to in the definition of Subsidiary Loan Party in the Deferred Payment Agreement) of a Guaranty Supplement, such Subsidiary shall become a Subsidiary Guarantor hereunder with the same force and effect as if originally named as a Subsidiary Guarantor herein. The execution and delivery of any such instrument shall not require the consent of any other party to this Guaranty. The rights and obligations of each party to this Guaranty shall remain in full force and effect notwithstanding the addition of any new party to this Guaranty. Each reference to "Subsidiary Guarantor" in this Guaranty shall be deemed to include such Subsidiary.

**13. AGENCY OF PRIMARY OBLIGOR FOR GUARANTORS**

Each of the Subsidiary Guarantors hereby appoints each of the Primary Obligors as its agent for all purposes relevant to the Settlement Documents, including the giving and receipt of notices and the execution and delivery of all documents, instruments and certificates contemplated herein and therein and all modifications hereto and thereto.

#### **14. SWISS GUARANTEE LIMITATION**

(a) If and to the extent that the guarantee granted by or any Subsidiary Guarantor incorporated under the laws of Switzerland (for the purpose of this Section 15, each a “Swiss Guarantor”) under this Guaranty guarantees or otherwise secures obligations other than obligations of one of its direct or indirect subsidiaries (i.e. obligations of such Swiss Guarantor’s direct or indirect parent companies (up-stream liabilities) or sister companies (cross-stream liabilities)) (the “Restricted Obligations”) and that the making of a payment in fulfilling the guarantee obligations under this Guaranty with respect to Restricted Obligations would under Swiss corporate law, at the time payment is due, not be permitted (i.e. to the extent that complying with the Restricted Obligations would constitute a repayment of capital of the Swiss Guarantor, a violation of the legally protected reserves of the Swiss Guarantor or would otherwise be restricted under Swiss corporate law then applicable), then such obligations and payment amount shall from time to time be limited to the amount permitted to be paid under Swiss corporate law; provided that such limited amount shall at no time be less than such Swiss Guarantor’s freely distributable capital (presently being the balance sheet profits and any reserves available, including, without limitation, *Kapitaleinlagereserven*, available for distribution as dividends to the shareholders of the Swiss Guarantors) at the time or times payment under or pursuant to this Guaranty is requested from such Swiss Guarantor, and further provided that such limitation (as may apply from time to time or not) shall not (generally or definitively) release such Swiss Guarantor from payment obligations hereunder in excess thereof, but merely postpone the payment date therefore until such times as payment is again permitted notwithstanding such limitation. Any and all indemnities and guarantees contained in the Settlement Documents shall be construed in a manner consistent with this Section 14.

(b) If a Swiss Guarantor must make a payment in respect of Restricted Obligations under this Guaranty and is obliged to withhold Swiss withholding tax (*Schweizer Verrechnungssteuer*) in respect of such payment, such Swiss Guarantor shall:

(i) procure that such payments can be made without deduction of Swiss withholding tax, or with deduction of Swiss withholding tax at a reduced rate, by discharging the liability to such tax by notification pursuant to applicable law (including double tax treaties) rather than payment of the tax;

(ii) if the notification procedure pursuant to sub-paragraph (i) above does not apply, deduct Swiss withholding tax at the rate of 35% (or such other rate as in force from time to time), or if the notification procedure pursuant to sub-paragraph (i) above applies for a part of the Swiss withholding tax only, deduct Swiss withholding tax at the reduced rate resulting after the discharge of part of such tax by notification under applicable law, from any payment made by it in respect of Restricted Obligations and promptly pay any such taxes to the Swiss Federal Tax Administration (*Eidgenössische Steuerverwaltung*);

(iii) notify the Opioid Trust that such notification, or as the case may be, deduction has been made and provide the Opioid Trust with evidence that such a notification of the Swiss Federal Tax Administration has been made or, as the case may be, such taxes deducted have been paid to the Swiss Federal Tax Administration;

(iv) in the case of a deduction of Swiss withholding tax:

(A) use its best efforts to ensure that any person (other than the Opioid Trust (or any of its successors and assigns, in part or in whole)) which is entitled to a full or partial refund of the Swiss withholding tax deducted from such payment in respect of Restricted Obligations, will, as soon as possible after such deduction (A) request a refund of the Swiss withholding tax under applicable law (including tax treaties) and (B) pay to the Opioid Trust (and its successors and assigns, in part or in whole) upon receipt any amounts so refunded; and

(B) if the Opioid Trust (or any of its successors and assigns, in part or in whole) is entitled to a full or partial refund of the Swiss withholding tax deducted from such payment, and if requested by the Opioid Trust, shall provide the Opioid Trust (on its behalf or on behalf of such successors and assigns, as applicable) those documents that are required by law and applicable tax treaties to be provided by the payer of such tax, for the Opioid Trust or such successors and assigns, to prepare a claim for refund of Swiss withholding tax.

(c) If a Swiss Guarantor is obliged to withhold Swiss withholding tax in accordance with paragraph (b) above, the Opioid Trust (and its successors and assigns, in part or in whole) shall be entitled to further enforce the guarantee and any other indemnity granted by such Swiss Guarantor under this Guaranty and apply proceeds therefrom against the Restricted Obligations up to an amount which is equal to that amount which would have been obtained if no withholding of Swiss withholding tax were required, whereby such further enforcements shall always be limited to the maximum amount of the freely distributable reserves of such Swiss Guarantor as set out in paragraph (a) above.

(d) If and to the extent requested by the Opioid Trust upon the occurrence of an Event of Default which is continuing, to the extent required under Swiss mandatory law (with regards to restricting distributions) applicable at the relevant time, in order to allow the Opioid Trust (and its successors and assigns, in part or in whole) to obtain a maximum benefit under this Guaranty, the Swiss Guarantor shall, and any parent company of such Swiss Guarantor being a party to this Guaranty shall procure that such Swiss Guarantor will, promptly implement all such measures and/or promptly procure the fulfilment of all prerequisites allowing it to promptly make the (requested) payment(s) hereunder from time to time, including the following:

- (i) preparation of an up-to-date audited balance sheet of the Swiss Guarantor;
- (ii) obtain a confirmation of the auditors of the Swiss Guarantor confirming the maximum amount of the freely distributable reserves;
- (iii) approval by a shareholders' meeting of the Swiss Guarantor of the (resulting) distribution;
- (iv) to the extent permitted by applicable law write up or realize any of the Swiss Guarantor's assets that are shown in its balance sheet with a book value that is

significantly lower than the market value of the assets, in case of realization, however, only if such assets are not necessary for the Swiss Guarantor's business (*nicht betriebsnotwendig*); and

(v) all such other measures absolutely necessary to allow the Swiss Guarantor to make the payments and perform the obligations hereunder with a minimum of limitations.

## 15. LUXEMBOURG GUARANTEE LIMITATION

Notwithstanding any provision to the contrary in any Settlement Document, the maximum liability of any Guarantor which is incorporated or established in Luxembourg (the "**Luxembourg Guarantor**") under the Guarantee together with any similar guarantee or indemnity obligation of that Luxembourg Guarantor under or in connection with any agreement governing any Indebtedness for the obligations of any Guarantor which is not a direct or indirect subsidiary of the Luxembourg Guarantor shall be limited to an amount not exceeding the greater of (without double counting):

- (i) 85 per cent of that Luxembourg Guarantor's own funds (*capitaux propres*) as referred to in Annex I to the Grand-Ducal Regulation dated 18 December 2015 setting out the form and content of the presentation of the balance sheet and profit and loss account, enforcing the Luxembourg act of 19 December 2002 concerning the trade and companies register and the accounting and annual accounts of undertakings, as amended (the "**Regulation**") as increased by the amount of any Subordinated Indebtedness, each as reflected in that Luxembourg Guarantor's most recent financial statements available to the Lenders as at the date of this Agreement; or
  - (ii) 85 per cent of that Luxembourg Guarantor's own funds (*capitaux propres*) as referred to in the Regulation as increase by the amount of any Subordinated Indebtedness, each as reflected in that Luxembourg Guarantor's most recent financial statements available to the Lenders at the time the guarantee is called.
- (b) The limitations in paragraph (a) above shall not apply to any amounts borrowed by, or made available to, the applicable Luxembourg Guarantor or any of its direct or indirect present or future subsidiaries under any Indebtedness (or any document entered into in connection therewith):
- (c) The obligations and liabilities of any Luxembourg Guarantor under the Settlement Documents shall not include any obligation or liability, which, if incurred, would constitute:
- (i) a misuse of the corporate assets as defined in article 1500-11 of the Luxembourg Act dated 10 August 1915 concerning commercial companies, as amended (the "**Companies Act 1915**") or any other law or regulation having the same effect as interpreted by Luxembourg courts; or

- (ii) a breach of the prohibitions on the provision of financial assistance as referred to in article 430-19 of the Companies Act 1915 or any other law or regulation having the same effect as interpreted by Luxembourg courts.

**16. IRISH AND GENERAL GUARANTEE LIMITATION**

Notwithstanding any provision to the contrary in any Settlement Document, the Guaranteed Obligations shall not include any Guarantee to the extent that such Guarantee would result in this Guaranty constituting unlawful financial assistance within the meaning of section 82 or a breach of section 239 of the Irish Companies Act 2014 (as amended) or any equivalent and applicable provisions under the laws of any other relevant jurisdiction.

**17. JUDGMENT CURRENCY**

If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from any Subsidiary Guarantor hereunder in the currency expressed to be payable herein (the “specified currency”) into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable) could purchase the specified currency with such other currency on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of each Subsidiary Guarantor in respect of any sum due hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable) of any sum adjudged to be so due in such other currency the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable) may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable) in the specified currency, each Subsidiary Guarantor agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Opioid Trust (and its successors and assigns, in part or in whole) against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to the Opioid Trust (or any of its successors and assigns, in part or in whole, as applicable) in the specified currency, the Opioid Trust (and its successors and assigns, in part or in whole) agrees, by accepting the benefits hereof, to remit such excess to such Subsidiary Guarantor.

*[remainder of page intentionally left blank; signature pages follow]*

**IN WITNESS WHEREOF**, the undersigned has caused this Guaranty to be executed and delivered as of the date first above written.

**MALLINCKRODT INTERNATIONAL FINANCE  
S.A.**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Director

**MALLINCKRODT CB LLC**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: President

**MALLINCKRODT ARD HOLDINGS LIMITED**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Director

**MALLINCKRODT ENTERPRISES UK LIMITED**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Director

**MALLINCKRODT PHARMACEUTICALS  
LIMITED**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Director

**MALLINCKRODT UK LTD**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Director

**MKG MEDICAL UK LTD**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Director

**MUSHI UK HOLDINGS LIMITED**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Director

**MALLINCKRODT UK FINANCE LLP acting by  
MALLINCKRODT PHARMACEUTICALS  
LIMITED, a member**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Director

**ACTHAR IP UNLIMITED COMPANY  
MALLINCKRODT ARD IP UNLIMITED  
COMPANY  
MALLINCKRODT HOSPITAL PRODUCTS IP  
UNLIMITED COMPANY  
MALLINCKRODT BUCKINGHAM UNLIMITED  
COMPANY  
MALLINCKRODT IP UNLIMITED COMPANY  
MALLINCKRODT PHARMA IP TRADING  
UNLIMITED COMPANY  
MALLINCKRODT WINDSOR IRELAND  
FINANCE UNLIMITED COMPANY**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Director

**MALLINCKRODT INTERNATIONAL HOLDINGS  
S.À R.L.  
MALLINCKRODT LUX IP S.À R.L.  
MALLINCKRODT QUINCY S.À R.L.  
MALLINCKRODT WINDSOR S.À R.L.**

By: \_\_\_\_\_  
Name: Bryan M. Reasons  
Title: Manager

**MALLINCKRODT PHARMACEUTICALS  
IRELAND LIMITED**

By: \_\_\_\_\_  
Name: Mark Casey  
Title: Director

**MALLINCKRODT PETTEN HOLDINGS B.V.**

By: \_\_\_\_\_  
Name: Alasdair John Fenlon  
Title: Director

**MALLINCKRODT APAP LLC  
MALLINCKRODT ARD FINANCE LLC  
MALLINCKRODT ENTERPRISES HOLDINGS,  
INC.  
MALLINCKRODT ENTERPRISES LLC  
MALLINCKRODT EQUINOX FINANCE LLC  
MALLINCKRODT LLC  
SPECGX LLC  
SPECGX HOLDINGS LLC  
WEBSTERGX HOLDCO LLC**

By: \_\_\_\_\_  
Name: Stephen A. Welch  
Title: President

**IMC EXPLORATION COMPANY  
INFACARE PHARMACEUTICAL CORPORATION  
INO THERAPEUTICS LLC  
LUDLOW LLC  
MAK LLC  
MALLINCKRODT ARD HOLDINGS INC.  
MALLINCKRODT ARD LLC  
MALLINCKRODT BRAND PHARMACEUTICALS  
LLC  
MALLINCKRODT CRITICAL CARE FINANCE  
LLC  
MALLINCKRODT HOSPITAL PRODUCTS INC.  
MALLINCKRODT MANUFACTURING LLC  
MALLINCKRODT US HOLDINGS LLC  
MALLINCKRODT US POOL LLC  
MALLINCKRODT VETERINARY, INC.  
MCCH LLC  
MEH, INC.  
MHP FINANCE LLC  
MNK 2011 LLC  
OCERA THERAPEUTICS, INC.  
PETTEN HOLDINGS INC.  
ST OPERATIONS LLC  
ST SHARED SERVICES LLC  
ST US HOLDINGS LLC  
ST US POOL LLC  
STRATATECH CORPORATION  
SUCAMPO HOLDINGS INC.  
SUCAMPO PHARMA AMERICAS LLC  
SUCAMPO PHARMACEUTICALS LLC  
THERAKOS, INC.  
VTESSE LLC**

By: \_\_\_\_\_  
Name: Stephen A. Welch  
Title: Assistant Secretary

Accepted and Agreed to:

**ACQUIOM AGENCY SERVICES LLC**  
as Co-Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SEAPORT LOAN PRODUCTS LLC**  
as Co-Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**DEUTSCHE BANK AG NEW YORK  
BRANCH,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Exhibit A  
to the Subsidiary Guarantee Agreement

**SUPPLEMENT NO. \_\_**  
**TO SUBSIDIARY GUARANTEE AGREEMENT**

SUPPLEMENT NO. \_\_, dated as of \_\_\_\_\_, \_\_\_\_ (as amended, restated, supplemented or otherwise modified from time to time, this "Supplement"), to the Subsidiary Guarantee Agreement, dated as of June ~~15~~16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), by and among MALLINCKRODT LLC, a Delaware limited liability company ("MLLC"), SPECGX HOLDINGS LLC, a New York limited liability company ("SpecGx Holdings"), SPECGX LLC, a Delaware limited liability company ("SpecGx"), and each other Subsidiary listed on the signature page thereof and each other Subsidiary that became a party thereto after the date thereof (together with MLLC, SpecGx Holdings and SpecGx, the "Existing Guarantors").

A. Reference is made to the Opioid Deferred Cash Payments Agreement, dated as of June ~~15~~16, 2022 (as amended, supplemented, waived or otherwise modified from time to time, the "Deferred Payment Agreement"), among Mallinckrodt plc, a public limited company incorporated in Ireland with registered number 522227 (the "Parent"), MLLC, SpecGx Holdings and SpecGx (collectively, together with the Parent, the "Primary Obligors"), and the Opioid Trust (as defined in the Deferred Payment Agreement), which has been approved by the Bankruptcy Court (as defined in the Deferred Payment Agreement) and incorporated into the Confirmation Order (as defined in the Deferred Payment Agreement).

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Deferred Payment Agreement.

C. Each Existing Guarantor has entered into the Guaranty in order to induce the Opioid Trust to execute the Deferred Payment Agreement and/or to comply with its obligations under the Deferred Payment Agreement. Section 12 of the Guaranty provides that additional Subsidiaries may become Subsidiary Guarantors (as defined in the Guaranty) under the Guaranty by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary of the Parent (the "New Subsidiary") is executing this Supplement in accordance with the requirements of the Deferred Payment Agreement to become a Subsidiary Guarantor under the Guaranty.

Accordingly, the New Subsidiary agrees as follows:

SECTION 1. In accordance with Section 12 of the Guaranty, the New Subsidiary by its signature below becomes a Subsidiary Guarantor under the Guaranty with the same force and effect as if originally named therein as a Subsidiary Guarantor and the New Subsidiary hereby agrees to all the terms and provisions of the Guaranty applicable to it as a Subsidiary Guarantor thereunder. In furtherance of the foregoing, the New Subsidiary does hereby guarantee to the Opioid Trust (and its successors and assigns, in part or in whole) the due and punctual payment of the Guaranteed Obligations (as defined in the Guaranty) as set forth in the Guaranty. Each

reference to a “Subsidiary Guarantor” in the Guaranty and in this Supplement shall be deemed to include the New Subsidiary. The Guaranty is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants (as to itself) to the Opioid Trust (and its successors and assigns, in part or in whole) that each of the representations and warranties set forth in Section 2 of the Guaranty are true and correct in all respects as of the date hereof.

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. This Supplement shall become effective when the Opioid Trust shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary. Delivery of an executed counterpart to this Supplement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 4. Except as expressly supplemented hereby, the Guaranty shall remain in full force and effect.

**SECTION 5. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guaranty shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 6(d) of the Guaranty.

SECTION 8. The New Subsidiary agrees to reimburse the Opioid Trust for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented fees, disbursements and other charges of counsel to the Opioid Trust.

*[remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF**, the New Subsidiary has duly executed this Supplement to the Guaranty as of the day and year first above written.

[Name of New Subsidiary]

By: \_\_\_\_\_

Name:

Title:

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

	)		
In re:	)	Chapter 11	
	)		
MALLINCKRODT PLC, <i>et al.</i> ,	)	Case No. 20-12522 (JTD)	
	)		
Debtors. <sup>1</sup>	)	(Jointly Administered)	
	)		
	)		

**FOURTH AMENDED JOINT PLAN OF REORGANIZATION  
(WITH TECHNICAL MODIFICATIONS) OF MALLINCKRODT PLC AND ITS  
DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: February 18, 2022

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<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <http://restructuring.primeclerk.com/Mallinckrodt>. The Debtors' mailing address is 675 McDonnell Blvd., Hazelwood, Missouri 63042.

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**FOURTH AMENDED JOINT PLAN OF REORGANIZATION  
(WITH TECHNICAL MODIFICATIONS) OF MALLINCKRODT PLC AND ITS  
DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Mallinckrodt plc and each of the debtors and debtors-in-possession in the above-captioned cases (each a “*Debtor*” and, collectively, the “*Debtors*”) propose this Plan (as defined herein) for the treatment and resolution of the outstanding Claims against, and Equity Interests in, the Debtors. Capitalized terms used in the Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A of the Plan.

Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the treatment and resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. The Debtors seek to consummate the Restructuring Transactions on the Effective Date of the Plan. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement for a discussion of the Debtors’ history, businesses, results of operations, historical financial information, projections, and future operations, as well as a summary and analysis of the Plan and certain related matters, including distributions to be made under the Plan.

**ALL HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE ON THE PLAN  
ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR  
ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

**Article I.**

**DEFINED TERMS AND RULES OF INTERPRETATION**

A. *Defined Terms*

The following terms shall have the following meanings when used in capitalized form herein:

1. “**1992 Ludlow Debentures Indenture**” means that certain Indenture, dated as of April 30, 1992, by and among Ludlow Corporation, as issuer, U.S. Bank Trust National Association (as successor in interest to Security Pacific National Trust Company (New York)), as trustee, as supplemented by that certain First Supplemental Indenture, dated as of April 30, 1992, with U.S. Bank National Trust Association (as successor in interest to Security Pacific National Trust Company (New York)) (each as modified, amended, or supplemented from time to time).

2. “**1993 Ludlow Debentures Indenture**” means that certain Indenture, dated as of April 30, 1992, by and among Ludlow Corporation, as issuer, U.S. Bank Trust National Association (as successor in interest to Security Pacific National Trust Company (New York)), as trustee, as supplemented by that certain Second Supplemental Indenture, dated as of March 8, 1993, with U.S. Bank National Trust Association (as successor in interest to BankAmerica National Trust Company) (each as modified, amended, or supplemented from time to time).

3. “**2013 Notes Indenture**” means that certain Indenture, dated as of April 11, 2013, by and among Mallinckrodt International Finance S.A., as issuer, the guarantors party thereto from time to time and U.S. Bank National Association, as trustee (as modified, amended, or supplemented from time to time).

4. “**2014 Notes Indenture**” means that certain Indenture, dated as of August 13, 2014, by and among Mallinckrodt International Finance S.A. and Mallinckrodt CB LLC, as issuers, the guarantors party thereto from time to time and Deutsche Bank Trust Company Americas, as trustee (as modified, amended, or supplemented from time to time).

5. “**2024 First Lien Term Loan**” shall have the meaning ascribed to the term “2017 Term B Loans” in the First Lien Credit Agreement.

6. “**2024 First Lien Term Loan Claims**” means any Claim held by the First Lien Agent or the First Lien Lenders arising under, derived from or based upon the 2024 First Lien Term Loan or the First Lien Credit Agreement (excluding any Claims arising under, derived from or based upon the 2025 First Lien Term Loan or the First Lien Revolving Credit Facility), including Claims for all principal amounts outstanding, interest, fees, expenses, costs, indemnification and other charges arising under or related to the 2024 First Lien Term Loan or the First Lien Credit Agreement (excluding any Claims arising under or related to the 2025 First Lien Term Loan or the First Lien Revolving Credit Facility).

7. “**2024 First Lien Term Loans Outstanding Amount**” means the principal amount outstanding as of April 23, 2021 in respect of the 2024 First Lien Term Loan in an amount equal to \$1,407,557,343.72 less the amount of any First Lien Term Loan Principal Payments applied to repay the 2024 First Lien Term Loans after April 23, 2021.

8. “**2025 First Lien Term Loan**” shall have the meaning ascribed to the term “2018 Incremental Term Loans” in the First Lien Credit Agreement.

9. “**2025 First Lien Term Loan Claims**” means any Claim held by the First Lien Agent or the First Lien Lenders arising under, derived from or based upon the 2025 First Lien Term Loan or the First Lien Credit Agreement (excluding any Claims arising under, derived from or based upon the 2024 First Lien Term Loan or the First Lien Revolving Credit Facility), including Claims for all principal amounts outstanding, interest, fees, expenses, costs, indemnification and other charges arising under or related to the 2025 First Lien Term Loan or the First Lien Credit Agreement (excluding any Claims arising under or related to the 2024 First Lien Term Loan or the First Lien Revolving Credit Facility).

10. “**2025 First Lien Term Loans Outstanding Amount**” means the principal amount outstanding as of April 23, 2021 in respect of the 2025 First Lien Term Loan in an amount equal to \$373,591,066.61 less the amount of any First Lien Term Loan Principal Payments applied to repay the 2025 First Lien Term Loans after April 23, 2021.

11. “**4.75% Senior Notes due 2023**” means the 4.75% senior notes due 2023 pursuant to the 2013 Notes Indenture.

12. “**4.75% Senior Notes Indenture Trustee**” means U.S. Bank National Association, solely in its capacity as trustee under the 2013 Notes Indenture, and any predecessor or successor thereto.

13. “**4.75% Unsecured Notes Claims**” means any Claim arising under or based upon the 4.75% Senior Notes due 2023 or the 2013 Notes Indenture.

14. “**4.75% Unsecured Notes Recovery**” means (a) the Initial Fixed Distribution in Cash in the amount of \$56,991,000 from the General Unsecured Claims Trust Consideration, *plus* (b) Additional GUC Trust Distributions calculated by the methodology set forth in the UCC Appendix.

15. “**5.50% Senior Notes Claims**” means any Claim arising under, derived from or based upon the April 2015 Notes Indenture, other than the Indenture Trustee Fees of the Guaranteed Unsecured Notes Indenture Trustee.

16. “**5.50% Senior Notes due 2025**” means the 5.50% senior notes due 2025 pursuant to the April 2015 Notes Indenture.

17. “**5.625% Senior Notes Claims**” means any Claim arising under, derived from or based upon the September 2015 Notes Indenture, other than the Indenture Trustee Fees of the Guaranteed Unsecured Notes Indenture Trustee.

18. “**5.625% Senior Notes due 2023**” means the 5.625% senior notes due 2023 pursuant to the September 2015 Notes Indenture.

19. “**5.75% Senior Notes Claims**” means any Claim arising under, derived from or based upon the 2014 Notes Indenture, other than the Indenture Trustee Fees of the Guaranteed Unsecured Notes Indenture Trustee.

20. “**5.75% Senior Notes due 2022**” means the 5.75% senior notes due 2022 pursuant to the 2014 Notes Indenture.

21. “**8.00% Debentures due March 2023**” means the 8.00% debentures due 2023 pursuant to the 1993 Ludlow Debentures Indenture.

22. “**8.00% Debentures Indenture Trustee**” means U.S. Bank Trust National Association, solely in its capacity as trustee under the 1993 Ludlow Debentures Indenture, and any predecessor or successor thereto.

23. “**9.5% Debentures due May 2022**” means the 9.50% debentures due 2022 pursuant to the 1992 Ludlow Debentures Indenture.

24. “**9.5% Debentures Indenture Trustee**” means U.S. Bank Trust National Association, solely in its capacity as trustee under the 1992 Ludlow Debentures Indenture, and any predecessor or successor thereto.

25. “**Abatement Distribution**” means a distribution from an Abatement Trust to an Authorized Recipient for Approved Uses.

26. “**Abatement Trust**” means, collectively, NOAT II, TAFT II, the Third-Party Payor Trust, the Hospital Trust, the Emergency Room Physician Trust, and the NAS Monitoring Trust.

27. “**Abatement Trust Documents**” means, collectively, the NOAT II Documents, the TAFT II Documents, the Third-Party Payor Trust Documents, the Hospital Trust Documents, the Emergency Room Physician Trust Documents, and the NAS Monitoring Trust Documents, all of which must be acceptable to the Governmental Plaintiff Ad Hoc Committee and the MSGE Group.

28. “**Acthar Claim**” means a non-ordinary course Claim or Cause of Action (other than a Claim resolved by the Federal/State Acthar Settlement) arising out of, relating to, or in connection with the Debtors’ pricing and sale of Acthar® Gel product, including all Claims and Causes of Action in the Acthar Lawsuits and any and all similar Claims and Causes of Action.

29. “**Acthar Claims Recovery**” means (a) the Initial Fixed Distribution in Cash in the amount of \$7,500,000 from the General Unsecured Claims Trust Consideration, *plus* (b) Additional GUC Trust Distributions calculated by the methodology set forth in the UCC Appendix. For the avoidance of doubt, if Acthar Claims are allowed in an amount less than or equal to \$7,500,000, the Acthar Claims Recovery will equal the amount of Allowed Acthar Claims.

30. “**Acthar Lawsuits**” means (a) *City of Rockford v. Mallinckrodt ARD, LLC*, No. 3:17-cv-50107 (N.D. Ill.); (b) *City of Marietta v. Mallinckrodt ARD LLC*, Case No. 1:20-cv-00552 (N.D. Ga.); (c) *Health Care Service Corp. v. Mallinckrodt ARD LLC, et al.*, Case No RG20056354 (Cal. Sup. Ct. for Alameda Ct’y); (d) *United Assoc. of Plumbers & Pipefitters Local 322 of S. N.J. v. Mallinckrodt ARD, LLC, et al.*, Case No. 1:20-cv-00188-RBK-KMW (D.N.J.); (e) *Humana Inc. v. Mallinckrodt ARD LLC*, Case No. CV 19-6926-DSF-MRWx (C.D. Cal.); (f) *Acument Global Technologies, Inc., v. Mallinckrodt ARD Inc., et al.* (Tenn. Cir. Ct.); and (g) *Washington Cty. Bd. of Educ. v. Mallinckrodt ARD, Inc.*, 431 F.Supp.3d 689, No. CV JKB-19-1854, 2020 WL 43016 (D. Md.).

31. “**Additional GUC Trust Distributions**” means the Cash to be allocated to each of the Class 6 sub-classes in accordance with the methodology set forth in the UCC Appendix which distributions will be made only if the General Unsecured Creditor Trust Consideration less GUC Trust Expenses is greater than the Initial Fixed Distribution.

32. “**Ad Hoc First Lien Term Lender Group**” means that certain ad hoc group of holders of certain First Lien Credit Agreement Claims represented by, among others, Gibson, Dunn & Crutcher LLP and advised by Evercore Group, LLC.

33. “**Ad Hoc Group of Hospitals**” means the Ad Hoc Group of Hospitals identified in the Hospitals’ Joinder to the OCC’s Objection to Disclosure Statement and Hospitals’ Separate Statement [Docket No. 2402].

34. “**Ad Hoc Group of Personal Injury Victims**” means the Ad Hoc Group of Personal Injury Victims identified in the *Verified Statement of the Ad Hoc Group of Personal Injury Victims Pursuant to Bankruptcy Rule 2019* [Docket No. 729] (as amended, supplemented, or modified from time to time).

35. “**Ad Hoc Second Lien Notes Group**” means that certain ad hoc group of holders of Second Lien Notes Claims represented by Sullivan & Cromwell LLP and Potter Anderson & Corroon LLP and advised by Miller Buckfire & Co.

36. “**Administrative Claim**” means a Claim, including a General Administrative Claim, for costs and expenses of administration under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims (to the extent Allowed by the Bankruptcy Court); (c) all fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930; (d) all Cure Costs; and (e) the Restructuring Expenses; *provided* that the foregoing clauses (a) through (e) shall not be interpreted as enlarging the scope of sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code. Notwithstanding anything contained in the Plan, the Confirmation Order or any other order of the Court, the Disinterested Managers Fees and Expenses shall constitute Allowed Administrative Claims.

37. “**Administrative Claims Bar Date**” means, for Administrative Claims other than Professional Fee Claims, the Restructuring Expenses, any Opioid Claims or VI Opioid Claims, the earlier of (a) the bar date established for any such Administrative Claims by separate order of the Bankruptcy Court and (b) the date that is the 60th day after the Effective Date.

38. “**Administrative Claims Objection Deadline**” means, for Administrative Claims other than Professional Fee Claims, the Restructuring Expenses, any Opioid Claims or VI Opioid Claims, the date that is the later of (a) 120 days after the Administrative Claims Bar Date and (b) such other deadline as may be specifically fixed by the Debtors or the Reorganized Debtors, as applicable, or by an order of the Bankruptcy Court, for objecting to Administrative Claims.

39. “**Affiliate**” means, with respect to any Entity, all Entities that would fall within the definition of an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

40. “**Allowed**” means: (a) with respect to an Opioid Claim, any such Opioid Claim that has been allowed by and in accordance with the applicable Opioid MDT II Documents or Opioid Creditor Trust Documents, (b) with respect to any Claim or Interest other than an Opioid Claim, any such Claim or Interest (i) for which a Proof of Claim has been timely Filed by the applicable Claims Bar Date or any Claim or Interest that is not required to file a Proof of Claim by the applicable Claims Bar Date pursuant to the Claims Bar Date Order and (A) as to which no objection to allowance, priority, or secured status, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed, or (B) as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective Holder; (ii) for which a Proof of Claim has been timely Filed by the applicable Claims Bar Date that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors or the Reorganized Debtors, as applicable; or (iii) that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated, and as for which no Proof of Claim has been timely Filed in an unliquidated or different amount; or (iv) expressly allowed under this Plan or by Final Order of the Bankruptcy Court. Notwithstanding the foregoing: (x) any Claim or Interest that is expressly disallowed pursuant to the Plan shall not be Allowed unless otherwise ordered by the Bankruptcy Court; (y) unless otherwise specified in the Plan, the Allowed amount of Claims shall be subject to and shall not exceed the limitations under or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable; and (z) the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan. “Allow,” “Allows,” and “Allowing” shall have correlative meanings.

41. “**Alternate/Supplemental Distribution Process**” means alternate, additional or supplemental procedures in consultation with the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, or the Legacy Unsecured Notes Indenture Trustee, as applicable, each in its capacity as Distribution Agent, to make distributions to Holders of the Guaranteed Unsecured Notes, the 4.75% Unsecured Notes, or the Legacy Unsecured Notes and to eliminate such Guaranteed Unsecured Notes, the 4.75% Unsecured Notes, or Legacy Unsecured Notes, including all book entry positions relating thereto, from DTC’s books and records.

42. “**Approved Uses**” means Authorized Abatement Purposes and other uses approved in the Abatement Trust Documents.

43. “**April 2015 Notes Indenture**” means that certain Indenture, dated as of April 15, 2015, by and among Mallinckrodt International Finance S.A. and Mallinckrodt CB LLC, as issuers, the guarantors party thereto from time to time and Deutsche Bank Trust Company Americas, as trustee (as modified, amended, or supplemented from time to time).

44. “**Asbestos Claim**” means a Claim related to asbestos exposure or products containing asbestos, excluding Asbestos Late Claims. Solely for the purpose of calculating the undetermined

component of the General Unsecured Claims Allocations described in the UCC Appendix, the aggregate sum of \$21,700,000 will be the value used for the aggregate Asbestos Claims.

45. “**Asbestos Claims Recovery**” means the Initial Fixed Distribution in Cash in the amount of \$18,000,000 from the General Unsecured Claims Trust Consideration as set forth in the UCC Appendix.

46. “**Asbestos Cost Sharing Agreement**” means that certain June 20, 1991 Primary Insurance Cost Sharing Agreement Regarding IMCERA’s Asbestos Bodily Injury Claims in the aggregate amount of approximately \$35.2 million as agreed to by the Asbestos Insurance Providers, and any Asbestos Insurance Policies subject thereto, as amended and restated from time to time.

47. “**Asbestos Insurance Policies**” means any insurance policies held by the Debtors or their predecessors providing coverage of Asbestos Claims, including any policies (or successors thereto) listed under the Asbestos Cost Sharing Agreement, or other policies providing coverage for Asbestos Claims.

48. “**Asbestos Late Claim**” means a Claim related to asbestos exposure or products containing asbestos, a proof of claim for which was first filed after February 16, 2021, at 4:00 p.m. (Eastern time).

49. “**Asbestos Trust**” means the trust that is to be established in accordance with the Plan, the Confirmation Order, and the Asbestos Trust Documents for all Holders of Asbestos Claims, which trust will satisfy the requirements of section 468B of the Internal Revenue Code and the Treasury Regulations promulgated thereunder (as such may be modified or supplemented from time to time) and will not be established under section 524(g) of the Bankruptcy Code.

50. “**Asbestos Trust Consideration**” means the Asbestos Claims Recovery, paid from the General Unsecured Claims Trust to the Asbestos Trust, with \$1,000,000 of such amount paid on the Effective Date and the balance paid within ninety (90) days after the Effective Date.

51. “**Asbestos Trust Documents**” means the documents governing: (a) the Asbestos Trust, including a trust agreement; (b) the flow of consideration from the General Unsecured Claims Trust to the Asbestos Trust; (c) submission, resolution, and distribution procedures in respect of all Asbestos Claims; and (d) the flow of distributions, payments, or flow of funds made from the Asbestos Trust after the Effective Date, all of which shall be in form and substance reasonably acceptable to the Official Committee of Unsecured Creditors and the Debtors and shall be considered “Definitive Documents” for purposes of Article I.C of the Plan.

52. “**Asbestos Trust Expenses**” means any and all costs, expenses (including professional fees and expenses), fees, taxes, disbursements, debts, or obligations incurred from the operation and administration of the Asbestos Trust.

53. “**Asbestos Trustee**” means the Person or Persons selected by the Official Committee of Unsecured Creditors, in consultation with the Debtors, and appointed to serve as trustee(s) of the Asbestos Trust to administer the Asbestos Trust and Asbestos Claims assumed by the Asbestos Trust and any successors thereto, pursuant to the terms of the Asbestos Trust Documents.

54. “**Asset**” means, with respect to a Person, all of the right, title and interest of such Person in and to property of whatever type or nature, including real, personal, mixed, intellectual, tangible and intangible property which, for avoidance of doubt, includes insurance policies and any rights, claims or potential claims with respect thereto.

55. “**Assigned Insurance Rights**” means any and all rights, titles, privileges, interests, claims, demands, or entitlements of the Debtors to any proceeds, payments, benefits, Causes of Action, choses in action, defense or indemnity (collectively, “rights”), regardless of whether such rights existed in the past,

now exist, or hereafter arise, and regardless of whether such rights are or were accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent, based on, arising under, or attributable to, any and all Opioid Insurance Policies. For the avoidance of doubt, Assigned Insurance Rights includes the Debtors' rights, based on, arising under, or attributable to Opioid Insurance Policies issued to the Debtors' prior affiliates, subsidiaries, and parents (including Medtronic plc and its subsidiaries, and parents), or otherwise, or any of their predecessors, successors, or assigns.

56. **“Assigned Medtronic Claims”** means all Causes of Action of the Debtors against Medtronic plc and/or its subsidiaries, and each of their predecessors, successors, and assigns, including all Avoidance Actions of the Debtors against such parties; *provided*, that the Debtors or Reorganized Debtors shall be entitled to assert any and all Causes of Action solely in defense against claims or Causes of Action asserted by Medtronic plc and/or its subsidiaries, or any of their predecessors, successors, or assigns, against the Debtors or Reorganized Debtors (as applicable), solely to the extent that any such Causes of Action asserted in defense by the Debtors or Reorganized Debtors (a) are not asserted as the basis for any setoff or recoupment by the Debtors or Reorganized Debtors (as applicable), (b) would not result in any recovery of money or property by the Debtors or Reorganized Debtors (as applicable), or (c) would otherwise not impair the Opioid MDT II's ability to (i) recover the full amount of damages on account of the Assigned Medtronic Claims or (ii) assert any Assigned Medtronic Claims as the basis for reducing the Opioid MDT II's or the Opioid Creditor Trusts' liability to any Opioid Claimant.

57. **“Assigned Third-Party Claims”** means (a) all Causes of Action of the Debtors arising out of Opioid Claims, including all Avoidance Actions arising out of Opioid Claims, but excluding any Causes of Action against the Parent or any of its subsidiaries or against any Released Party, *provided*, that the Debtors or Reorganized Debtors shall be entitled to assert any and all Causes of Action in defense against claims or Causes of Action asserted against the Debtors or Reorganized Debtors, or any Released Party (as applicable), solely to the extent that any such Causes of Action asserted in defense by the Debtors or Reorganized Debtors (i) are not asserted as the basis for any setoff or recoupment by the Debtors, Reorganized Debtors, or Released Party (as applicable); (ii) would not result in any recovery of money or property by the Debtors, Reorganized Debtors, or Released Party (as applicable); and (iii) would otherwise not impair the Opioid MDT II's ability to (x) recover the full amount of damages on account of the Assigned Third-Party Claims or (y) assert any Assigned Third-Party Claims as the basis for reducing the Opioid MDT II's or the Opioid Creditor Trusts' liability to any Opioid Claimant; and (b) the Assigned Medtronic Claims. For the avoidance of doubt, notwithstanding anything in Art. IV.O of the Plan to the contrary, (a) any and all Causes of Action of the Debtors against any Released Co-Defendant or their Co-Defendant Related Parties (other than any Estate Surviving Pre-Effective Date Claim) are not Assigned Third Party-Claims and are released under the Plan, and (b) any Estate Surviving Pre-Effective Date Claims are not Assigned Third Party-Claims, are not released, and shall belong to Reorganized Mallinckrodt.

58. **“Authorized Abatement Purpose”** means, with respect to any Abatement Trust, (i) an authorized opioid abatement purpose for which an Abatement Distribution from such Abatement Trust may be used, as set forth in the Abatement Trust Documents for such Abatement Trust, or (ii) the payment of attorneys' fees and costs of Holders of Opioid Claims channeled to such Abatement Trust (including any counsel to any ad hoc group or other group of such Holders, including any such counsel that is not a Retained Professional).

59. **“Authorized Recipient”** means an eligible recipient of funds from an Abatement Trust in accordance with the Plan, the Confirmation Order, and the applicable Abatement Trust Documents.

60. **“Avoidance Actions”** means any and all avoidance, recovery, subordination or similar actions or remedies that may be brought by or on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, actions or remedies arising under chapter 5 of the

Bankruptcy Code or under similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws, fraudulent conveyance laws, or other similar related laws.

61. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

62. “**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Cases.

63. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases, and the general, local, and chambers rules of the Bankruptcy Court.

64. “**Business Day**” means any day, other than a Saturday, Sunday or “legal holiday” (as that term is defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for commercial business with the public in New York City.

65. “**Canadian Court**” means the Ontario Superior Court of Justice (Commercial List).

66. “**Cash**” means the legal tender of the United States of America or the equivalent thereof.

67. “**Cash Collateral Order**” means, collectively, (a) that certain *Final Order Under Bankruptcy Code Sections 105(a), 361, 362, 363, 503, and 507, and Bankruptcy Rules 4001 and 9014 (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* entered by the Bankruptcy Court on November 20, 2020 [Docket No. 586], (b) that certain *Order Modifying Cash Collateral Order* entered by the Bankruptcy Court on February 2, 2021 [Docket No. 1263], and (c) that certain *Order (I) Modifying Cash Collateral Order With Respect To Adequate Protection Terms, (II) Permitting The Debtors To Pay Certain Amounts, And (III) Granting Related Relief* [Docket No. 2021], each as amended, supplemented, or modified from time to time.

68. “**Causes of Action**” means any claims, causes of action (including Avoidance Actions), demands, actions, suits, obligations, liabilities, cross-claims, counterclaims, defenses, offsets, or setoffs of any kind or character whatsoever, in each case whether known or unknown, contingent or noncontingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise.

69. “**Chapter 11 Cases**” means (a) when used with reference to a particular Debtor, the voluntary case Filed for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for all of the Debtors.

70. “**Chapter 11 Monitor**” means the monitor appointed pursuant to that certain *Order (I) Appointing R. Gil Kerlikowske as Monitor for Voluntary Injunction and (II) Approving the Monitor’s Employment of Saul Ewing as Counsel at the Cost and Expense of the Debtors* [Docket No. 1306] or such other monitor as may subsequently be appointed by the Bankruptcy Court prior to the Effective Date.

71. “**Claim**” means any claim, as defined in section 101(5) of the Bankruptcy Code. Except where otherwise provided in context, “Claim” refers to such a claim against any of the Debtors.

72. “**Claims Bar Date**” means, with respect to any Claim, the last date for filing of a Proof of Claim in these Chapter 11 Cases with respect to such Claim, as provided in (a) the Claims Bar Date Order,

(b) a Final Order of the Bankruptcy Court, or (c) this Plan; *provided* that if there is a conflict relating to the bar date for a particular Claim, this Plan shall control. For the avoidance of doubt, there is no Claims Bar Date for Opioid Claims.

73. “**Claims Bar Date Order**” means that certain *Order (A) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim and (B) Approving Form and Manner of Notice Thereof* entered by the Bankruptcy Court on November 30, 2020 [Docket No. 667], as amended, supplemented, or modified from time to time.

74. “**Claims Register**” means the official register of Claims and Equity Interests maintained by the Notice and Claims Agent.

75. “**Class**” means a category of Claims or Equity Interests as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

76. “**Co-Defendant**” means (i) any Holder of a Co-Defendant Claim and (ii) any co-defendant in a Pending Opioid Action commenced as of the Effective Date, in each case, other than (x) the Debtors, (y) the Debtors’ current and former officers, directors, authorized agents and employees, and (z) the Insurers.

77. “**Co-Defendant Action**” means any Pending Opioid Action and any previous, pending, or future litigation or dispute that alleges substantially similar facts or causes of action as those alleged in the Pending Opioid Actions and that concerns conduct occurring before the Effective Date.

78. “**Co-Defendant Claims**” means any and all Claims, other than Claims held by an Insurer, solely in such Insurer’s capacity with respect to an Insurance Contract, that (i) either (A) are or could be asserted against any Debtor or Reorganized Debtor, including without limitation any and all Claims that would otherwise be a Cure Cost or (B) seek to recover from any property of any Debtor or its Estate, any Reorganized Debtor, or any Insurance Contract, and (ii) either (A) are for or based upon or arise from contribution, indemnification, reimbursement, setoff or recoupment or any other similar claim or Cause of Action (other than indemnification obligations expressly assumed pursuant to the Plan or an order of the Bankruptcy Court) or (B) are for or based upon or arise from any alleged right, claim, or interest, of any Co-Defendant, under any Insurance Contract, provided that such right is derivative, as opposed to direct, in nature, and (iii) seek to recover, directly or indirectly, any costs, losses, damages, fees, expenses or any other amounts whatsoever, actually or potentially imposed upon the Holder of such Claims, in each case based upon, arising from, or attributable to any actual or potential litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter based on, arising under, or attributable to, in whole or in part, Opioid Related Activities, any Opioid Claim or any Opioid Demand (including any such Claims or Demands asserted by any manufacturer, distributor, pharmacy, pharmacy-benefit manager, group purchasing organization or physician or other contract counterparty or business partner of any Debtor, but excluding any Claims in respect of any D&O Liability Insurance Policy or Indemnification Provisions expressly assumed pursuant to Article V.F of the Plan). For the avoidance of doubt, a Co-Defendant Claim shall not include any Co-Defendant Surviving Pre-Effective Date Claim and shall not include any Claims of Co-Defendants against insurers under Insurance Contracts in which Co-Defendants hold an interest that are not derivative in nature and are not otherwise released. Notwithstanding anything to the contrary in the Plan, any Claim that satisfies the definition of a Co-Defendant Claim shall be a Co-Defendant Claim notwithstanding that such Claim would otherwise satisfy the definition of another type of Claim. For the avoidance of doubt, Co-Defendant Claim includes a Claim that is held by an insurance company (including an Insurer) in its capacity as subrogee of a Holder of a Co-Defendant Claim. For the avoidance of doubt, nothing in this definition shall alter or limit Article V.G of the Plan in any way, and the assumption of a contract or lease, the non-Debtor counterparty to which is a Released Co-Defendant, shall not constitute

the assumption of any indemnification obligations contained therein to the extent such indemnification objections are released by Article V.G of the Plan.

79. ***“Co-Defendant Defensive Rights”*** means any and all direct, or indirect, rights, remedies, protections, immunities, objections, defenses, assertions, Claims, Causes of Action, and, in each case, of any kind, character, or nature, whether legal, equitable, or contractual, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, including, without limitation, all rights, remedies, defenses, assertions, and Claims against liability, rights to setoff, offset, recoupment, counter-claims, cross-claims, rights to allocation or apportionment of fault and judgment reduction, apportionment of damages, any other defenses, affirmative defenses, or judgment reduction mechanisms or rights similar to the foregoing, and any steps necessary to assert the foregoing, in each case, solely to reduce the liability, judgment, obligation or fault of the applicable Holder of a Co-Defendant Claim to any Person that asserts any Cause of Action or Claim against the Holder of any Co-Defendant Claim based in whole or in part on Opioid-Related Activities. Co-Defendant Defensive Rights (i) may be used to offset, set-off, recoup, allocate or apportion fault, liability, or damages, or seek judgment reduction or otherwise to defend against any Cause of Action or Claim brought by any Person against the Holder of any Co-Defendant Claim based in whole or in part on Opioid-Related Activities; and (ii) shall in no case be used to seek any affirmative monetary recovery from any Protected Party or any Asset of any Protected Party (including from any Opioid Insurance Policy or any other insurance policy of a Protected Party) on account of any Claim or Cause of Action released pursuant to Article IX.D, and shall in no case be used to seek an affirmative recovery from the Opioid MDT II or any Asset of the Opioid MDT II or any Opioid Creditor Trust or any Asset of any Opioid Creditor Trust. Any verdicts in any litigation shall not be binding on the Opioid MDT II, the Opioid Creditor Trusts, or the Ratepayer Account if the Opioid MDT II, the Opioid Creditor Trusts, or the Ratepayer Account do not participate in such litigation (and the Opioid MDT II, the Opioid Creditor Trusts, or the Ratepayer Account are not required to participate in such litigation).

80. ***“Co-Defendant Related Parties”*** means, with respect to a Released Co-Defendant, (i) such Person’s predecessors, successors, assigns, subsidiaries, Affiliates, or managed accounts or funds, in each case in their respective capacities as such; (ii) its and their respective past, present and future officers, board members, directors, principals, agents, servants, independent contractors, co-promoters, third-party sales representatives, medical liaisons, members, partners (general or limited), managers, employees, subcontractors, agents, advisory board members, financial advisors, attorneys and legal representatives, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals and advisors, trusts (including trusts established for the benefit of such Person), trustees, protectors, beneficiaries, direct or indirect owners and/or equityholders, parents, transferees, heirs, executors, estates, nominees, administrators, and legatees, in each case in their respective capacities as such; and (iii) any insurer of any Released Co-Defendant solely in its capacity as such and specifically excluding any Opioid Insurer, solely in its capacity as an Opioid Insurer. For the avoidance of doubt, the citizens and residents of a State shall not be deemed to be Related Parties of such State solely as a result of being citizens or residents of such State.

81. ***“Co-Defendant Surviving Pre-Effective Date Claim”*** means any Cause of Action held by a Co-Defendant against any of the Debtors that (i) arose in the ordinary course of business, (ii) is not related to a Co-Defendant Action, and (iii) concerns conduct occurring before the Effective Date.

82. ***“Compensation and Benefits Programs”*** means all employment, confidentiality, and non-competition agreements, bonus, gainshare, and incentive programs (other than awards of Equity Interests, stock options, restricted stock, restricted stock units, warrants, rights, convertible, exercisable, or exchangeable securities, stock appreciation rights, phantom stock rights, redemption rights, profits interests, equity-based awards, or contractual rights to purchase or acquire equity interest at any time and all rights arising with respect thereto), vacation, holiday pay, severance, retirement, savings, supplemental retirement, executive retirement, pension, deferred compensation, medical, dental, vision, life and disability

insurance, flexible spending account, and other health and welfare benefit plans, employee expense reimbursement, and other compensation and benefit obligations of the Debtors, and all amendments and modifications thereto, applicable to the Debtors' employees, former employees, retirees, and non-employee directors and the employees, former employees, and retirees of their subsidiaries.

83. “**Common Benefit Escrow**” means the fund to be established as set forth in Article IV.X.8(A) of the Plan.

84. “**Common Benefit Fund**” means a common benefit fund established by order of, and administered by, the MDL Court, which order shall be consistent with this Plan.

85. “**Confirmation**” means the entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.

86. “**Confirmation Date**” means the date upon which Confirmation occurs.

87. “**Confirmation Hearing**” means the hearing conducted by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

88. “**Confirmation Order**” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

89. “**Cram-Down First Lien Notes**” means new, first lien secured notes to be issued under certain circumstances to the Holders of First Lien Notes Claims, as described further in Article III of the Plan, which notes shall mature on the eight (8) year anniversary of the Effective Date, bear interest at the Cram-Down First Lien Notes Coupon Rate, and otherwise be on terms set forth in **Exhibit 1** hereto. For the avoidance of doubt, the Cram-Down First Lien Notes will be *pari passu* with any other first lien secured debt of the Reorganized Debtors, other than the New AR Revolving Facility, contemplated by the Plan.

90. “**Cram-Down First Lien Notes Coupon Rate**” means a coupon rate payable in Cash based on the ICE BofA 8+ Year B US High Yield Index Semi Annual Yield to Worst (referenced by H2AL on Bloomberg) as of the Effective Date, rounded to the nearest 0.125%, subject to a max coupon of 10.0%.

91. “**Cram-Down First Lien Notes Documentation**” means the indenture (the substantially final form of which will be filed with the Plan Supplement), notes, and other documents governing the Cram-Down First Lien Notes.

92. “**Cure Cost**” means any and all amounts required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

93. “**D&O Liability Insurance Policies**” means, collectively, all insurance policies (including any “tail policies” and all agreements, documents, or instruments related thereto) issued at any time to, or providing coverage to, any of the Debtors or any of the Debtors' current or former directors, members, managers, or officers for alleged Wrongful Acts (as defined in the D&O Liability Insurance Policies), or similarly defined triggering acts, in their capacity as such.

94. “**Debtor Release**” means the releases set forth in Article I.B of the Plan.

95. **“Deemed NOAT II Opioid Claims Pool”** means \$3,079,053,000,000.00, which shall be the value used for the aggregate amount of State Opioid Claims and Municipal Opioid Claims solely for the purpose of calculating the Other Opioid Claimant Pro Rata Share.

96. **“Definitive Documents”** means all material documents (including any related Bankruptcy Court or other judicial or regulatory orders, agreements, schedules, pleadings, motions, filings, or exhibits) that are contemplated by the Restructuring Support Agreement and that are otherwise necessary or desirable to implement the Restructuring Transactions, including (as applicable): (i) the Plan; (ii) the Disclosure Statement; (iii) any other operative documents and/or agreements relating to the Plan (including any documents necessary to implement the distributions contemplated thereunder) and/or the Disclosure Statement; (iv) the Disclosure Statement Order; (v) the Confirmation Order; (vi) the Plan Supplement; (vii) the Management Incentive Plan; (viii) the Scheme of Arrangement and any other substantive pleadings submitted in the Irish Examinership Proceedings; (ix) the Irish Confirmation Order; (x) the Exit Financing Documents, including all intercreditor agreements; (xi) the New Governance Documents; (xii) pleadings commencing the Recognition Proceedings and any substantive pleadings filed therein, including the order(s) granting recognition to the Chapter 11 Cases and relief granted therein; (xiii) all documents memorializing the settlement based on the Opioid Settlement Term Sheet; (xiv) the Opioid MDT II Documents; (xv) the Opioid Creditor Trust Documents; (xvi) the New Opioid Warrants; (xvii) the Cash Collateral Order; (xviii) the First Day Pleadings; (xix) any new key employee incentive and retentive based compensation programs to be proposed after the Petition Date; (xx) all agreements to settle (A) administrative, priority, or tax claims (other than claims held by a Debtor or Non-Debtor Affiliate against a Debtor) in the Chapter 11 Cases in excess of \$20 million or (B) General Unsecured Claims (other than claims held by a Debtor or Non-Debtor Affiliate against a Debtor) in the Chapter 11 Cases in excess of \$50 million; (xxi) the New Takeback Term Loan Documentation and any other documentation related to any financing used to repay any First Lien Credit Agreement Claims; (xii) the Opioid MDT II Cooperation Agreement; (xxiii) the GUC Trust Cooperation Agreement, and (xxiv) the New Second Lien Notes Documentation.

97. **“Disclosure Statement”** means the disclosure statement for the Plan, including all exhibits and schedules thereto, as amended, supplemented, or modified from time to time, that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

98. **“Disclosure Statement Order”** means the order of the Bankruptcy Court approving the Disclosure Statement.

99. **“Disinterested Managers”** means Sherman Edmiston III and Marc Beilinson, solely in their respective capacities as the disinterested managers of the Specialty Generics Debtors.

100. **“Disinterested Managers Fees and Expenses”** means all unpaid fees and expenses as of the Effective Date due to the Disinterested Managers pursuant to their respective engagement agreements with the Debtors.

101. **“Disputed”** means, with respect to any Claim or Equity Interest, except as otherwise provided herein, a Claim or Equity Interest that is filed by the applicable Claims Bar Date, or any portion thereof, that is not Allowed and not disallowed under the Plan, the Bankruptcy Code, or a Final Order.

102. **“Disputed General Unsecured Claims Reserve”** means the reserve established pursuant to and governed by Article VII.H of the Plan.

103. **“Distribution Agent”** means the Reorganized Debtors or any party designated by the Debtors or Reorganized Debtors to serve as distribution agent under this Plan.

104. “***District Court***” means the United States District Court for the District of Delaware or such other district court having jurisdiction over the Chapter 11 Cases.

105. “***DTC***” means The Depository Trust Company or any successor thereto.

106. “***Effective Date***” means the date on which all conditions specified in Article VIII.A of the Plan have been (i) satisfied or (ii) waived pursuant to Article VIII.B of the Plan.

107. “***Emergency Room Physicians Attorney Fee Fund***” means the fund to be established as set forth in Article IV.X.8 of the Plan.

108. “***Emergency Room Physicians Group***” means the putative class of emergency room physicians who participated in the mediation regarding Opioid Claims pursuant to that certain *Order (A) Appointing a Mediator and (B) Granting Related Relief* [Docket No. 1276].

109. “***Emergency Room Physicians Opioid Claimant***” means a Holder of an Emergency Room Physicians Opioid Claim.

110. “***Emergency Room Physicians Opioid Claims***” means any Opioid Claims (including Opioid Demands) held by an emergency room physician whose billing and revenue collection were entirely separate from the medical facility billing practices and were not employed by such medical facility. For the avoidance of doubt, Emergency Room Physicians Opioid Claims exclude Hospital Opioid Claims.

111. “***Emergency Room Physicians Trust***” means the Abatement Trust that is to be established in accordance with the Plan, the Confirmation Order, and the Emergency Room Physicians Trust Documents to (a) assume all liability for Emergency Room Physicians Opioid Claims, (b) receive the distribution made on account of the Emergency Room Physicians Opioid Claims, (c) administer Emergency Room Physicians Opioid Claims, and (d) make Abatement Distributions to Authorized Recipients, including distributions to Holders of Emergency Room Physicians Opioid Claims in accordance with the Emergency Room Physicians Trust Documents.

112. “***Emergency Room Physicians Trust Documents***” means the documents governing: (a) the Emergency Room Physicians Trust; (b) the flow of consideration from the Opioid MDT II to the Emergency Room Physicians Trust; (c) submission, resolution, and distribution procedures in respect of all Emergency Room Physicians Opioid Claims (including Opioid Demands); and (d) the flow of distributions, payments or flow of funds made from the Emergency Room Physicians Trust after the Effective Date.

113. “***Entity***” means an entity as defined in section 101(15) of the Bankruptcy Code.

114. “***Environmental Claim***” means any Claim by any Governmental Unit or any Person alleging potential liability of the Debtors, including liability or responsibility for the costs of investigations, governmental response, removal, or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, or indemnification, arising out of, based on, or resulting from: (a) the presence of Hazardous Materials, a Hazardous Materials Release or a threatened Hazardous Materials Release at any location, whether or not owned or operated by the Debtors; or (b) any actual or alleged violation of or non-compliance with any other federal or state environmental laws or regulations, environmental orders, permits, approvals, consent decrees and other obligations. For the avoidance of doubt, Asbestos Claims shall not be Environmental Claims.

115. “***Environmental Claims / Other General Unsecured Claims Recovery***” means (a) the Initial Fixed Distribution in Cash in the amount of \$23,650,000 from the General Unsecured Claims Trust

Consideration, *plus* (b) Additional GUC Trust Distributions calculated by the methodology set forth in the UCC Appendix.

116. ***“Equity Interest”*** means any issued, unissued, authorized, or outstanding ordinary shares, preferred shares, or other instrument evidencing an ownership interest in the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto that existed immediately before the Effective Date.

117. ***“ESI Contract Assumption Motion”*** means the *Debtors’ Motion for Entry of an Order Authorizing the Debtors to Assume, as Amended, that Certain Wholesale Product Purchase Agreement With Priority Healthcare Distribution, Inc.* [Docket No. 4487].

118. ***“Estate”*** means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

119. ***“Estate Surviving Pre-Effective Date Claim”*** means any Cause of Action against a Co-Defendant or their Co-Defendant Related Parties that (i) arose in the ordinary course of business, (ii) is not related to a Co-Defendant Action, and (iii) concerns conduct occurring before the Effective Date.

120. ***“Examiner”*** means an examiner appointed to the Parent and/or any other Company Entity under Section 509 of the Companies Act 2014 of Ireland, including any such examiner appointed on an interim basis under Section 512(7) of the Companies Act 2014 of Ireland, by order of the High Court of Ireland on the commencement of the Irish Examinership Proceedings.

121. ***“Excluded Insurance Policies”*** means all Insurance Contracts that are (i) D&O Liability Insurance Policies, (ii) Workers’ Compensation Policies, (iii) the Asbestos Cost Sharing Agreement, (iv) Insurance Contracts issued to Mallinckrodt that are not Opioid Insurance Policies, or (v) identified either specifically or categorically in the Schedule of Excluded Insurance Policies included in the Plan Supplement (which shall include all Insurance Contracts with a policy period end date that is on or after the Effective Date of the Plan). The Schedule of Excluded Insurance Policies referred to in clause (v) above is not, and is not intended to be, exhaustive, and may be amended, modified and supplemented, but only by agreement of the Debtors and the Governmental Plaintiff Ad Hoc Committee prior to the Effective Date, and the Reorganized Debtors and the Opioid MDT II after the Effective Date, and which amendments, modifications, and supplementations shall be reasonably acceptable to the Supporting Unsecured Noteholders, the Official Committee of Unsecured Creditors, the Official Committee of Opioid-Related Claimants, the Future Claims Representative, and the MSGE Group if made prior to the Effective Date.

122. ***“Exculpated Party”*** means, in each case, in its capacity as such: (a) the Debtors (and their Representatives); (b) the Official Committee of Unsecured Creditors (and its Representatives and the members thereto and their Representatives); (c) the Official Committee of Opioid-Related Claimants (and its Representatives and the members thereto and their Representatives); and (d) the Future Claimants’ Representative (and its Representatives).

123. ***“Executory Contract”*** means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code, other than an Unexpired Lease.

124. ***“Exit Financing Documents”*** means any agreements, indentures, commitment letters, documents, or instruments relating to any exit financing facility or facilities to be entered into by the Reorganized Debtors, including with respect to the New Credit Facilities, New Takeback Term Loans, the Takeback Second Lien Notes, the Cram-Down First Lien Notes, and the New Second Lien Notes.

125. “**Favorable Trade Terms**” means the trade terms with a Holder of an Allowed Trade Claim consistent with those practices and programs most favorable to the Debtors in place during the twelve (12) months before the Petition Date or such other favorable terms as the Debtors and such Holder may mutually agree in accordance with the requirements set forth in the Disclosure Statement Order; *provided*, that, if the Holder of an Allowed Trade Claim is not a Trade Claimant but is a successor in interest (by sale of such Allowed Trade Claim or otherwise) to a Trade Claimant, the Trade Claimant that was the original Holder of such Allowed Trade Claim may agree to provide Favorable Trade Terms, which agreement shall satisfy any requirements in the Plan for the Holder of an Allowed Trade Claim to provide Favorable Trade Terms with respect to such Allowed Trade Claim.

126. “**Federal/State Acthar Deferred Cash Payments**” means the right to receive Cash payments in the following amounts on the following dates: (a) \$15,000,000 on the first anniversary of the Effective Date; (b) \$20,000,000 on each of the second and third anniversaries of the Effective Date; (c) \$32,500,000 on each of the fourth and fifth anniversaries of the Effective Date; and (d) \$62,500,000 on each of the sixth and seventh anniversaries of the Effective Date.

127. “**Federal/State Acthar Settlement**” means the settlement between Parent, Mallinckrodt ARD LLC, the United States of America, and the States (excluding, for this purpose, any territories of the United States other than the District of Columbia and Puerto Rico) resolving certain of the Acthar-related litigations and government investigations disclosed in the Company’s Annual report on Form 10-K filed with the SEC on March 10, 2021, including *United States of America, et al., ex rel., Charles Strunck, et al. v. Mallinckrodt ARD LLC* (E.D. Penn.); *United States of America et al. ex rel. Landolt v. Mallinckrodt ARD, LLC* (D. Mass.); and *Mallinckrodt ARD LLC v. Verma et al.* (D.D.C.), and related matters, as set forth in the Federal/State Acthar Settlement Agreements.

128. “**Federal/State Acthar Settlement Agreements**” means the definitive settlement agreements memorializing the Federal/State Acthar Settlement with (i) the U.S. Government (acting by and through the United States Department of Justice) and (ii) the States, Washington, D.C., and Puerto Rico, which shall be consistent with the terms set forth in **Exhibit 3** hereto and substantially final forms of which will be filed with the Plan Supplement.

129. “**FHCA**” means the following federal governmental agencies or federal healthcare insurance programs: (i) the United States Department of Health and Human Services, on its own behalf and on behalf of its component agencies, which are the Centers for Medicare & Medicaid Services and the Indian Health Service on behalf of its federally-operated programs; (ii) the Defense Health Agency on its own behalf and on behalf the TRICARE Program; and (iii) the United States Department of Veterans Affairs.

130. “**FHCA Opioid Claims**” means the claims arising from the U.S. Government Payor Statutory Rights held by the FHCA on account of opioid injury-related conditional payments made by such programs or agencies to, on behalf of, or in respect of, their respective beneficiaries, including holders of PI Opioid Claims; provided however that these claims do not include or apply to any claims brought by programs operated by tribes or tribal organizations under the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301–5423, or programs operated by urban Indian organizations that have a grant or contract with the Indian Health Service under the Indian Health Care Improvement Act, 25 U.S.C. §§ 1601–1685.

131. “**FHCA Opioid Claimants**” means the (i) United States Department of Health and Human Services, and its component agencies, the Centers for Medicare and Medicaid Services and Indian Health Service, (ii) United States Department of Veterans Affairs, Veterans Health and (iii) United States Department of Defense, Defense Health Agency.

132. **“FHCA Opioid Claims Share”** means a one-time Cash payment from the Opioid MDT II in an amount of \$15 million on the Opioid MDT II Initial Distribution Date.

133. **“File”** or **“Filed”** or **“Filing”** means file, filed, or filing, respectively, with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

134. **“Final Order”** means an order entered by the Bankruptcy Court or other court of competent jurisdiction: (a) that has not been reversed, stayed, modified, amended, or revoked, and as to which (i) any right to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has been waived or (ii) the time to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has expired and no appeal, motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing is pending or (b) as to which an appeal has been taken, a motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing has been filed and (i) such appeal, motion for leave to appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which leave to appeal, certiorari, review, reargument, stay, or rehearing was sought and (ii) the time to appeal (in the event leave is granted) further or seek leave to appeal, certiorari, further review, reargument, stay, or rehearing has expired and no such appeal, motion for leave to appeal, or petition for certiorari, further review, reargument, stay, or rehearing is pending.

135. **“First Day Pleadings”** means the motions, petitions, and draft orders that the Debtors filed at the commencement of the Chapter 11 Cases. First Day Pleadings include the related interim and Final Orders as entered by the Bankruptcy Court in connection with the relief requested in such motions.

136. **“First Lien Agent”** means Deutsche Bank AG New York Branch, in its capacity as administrative agent under the First Lien Credit Agreement or, as applicable, any successor thereto.

137. **“First Lien Credit Agreement”** means that certain Credit Agreement, dated as of March 19, 2014, by and among Mallinckrodt plc, as the parent, Mallinckrodt International Finance S.A., as Lux borrower, Mallinckrodt CB LLC, as co-borrower, the First Lien Agent, and the First Lien Lenders (as modified, amended, or supplemented from time to time).

138. **“First Lien Credit Agreement Claim”** means any Claim held by the First Lien Agent or the First Lien Lenders, including the First Lien Revolving Credit Facility Claims, 2024 First Lien Term Loan Claims, and 2025 First Lien Term Loan Claims, arising under, derived from or based upon the First Lien Credit Agreement or the First Lien Credit Facility, including claims for all principal amounts outstanding, interest, fees, expenses, costs, indemnification and other charges arising under or related to the First Lien Credit Facility or the First Lien Credit Agreement.

139. **“First Lien Credit Facility”** means the credit facility evidenced by the First Lien Credit Agreement.

140. **“First Lien Lenders”** shall have the meaning ascribed to the term “Lender” in the First Lien Credit Agreement and include the singular and plural forms of such term.

141. **“First Lien Notes”** means the 10.00% first lien senior secured notes due 2025 pursuant to the First Lien Notes Indenture.

142. **“First Lien Notes Claim”** means any Claim arising under, deriving from or based upon the First Lien Notes or the First Lien Notes Indenture.

143. **“First Lien Obligations”** shall have the meaning ascribed to the term “Obligations” in the First Lien Credit Agreement.

144. ***“First Lien Notes Indenture”*** means that certain Indenture, dated as of April 7, 2020, by and among Mallinckrodt International Finance S.A. and Mallinckrodt CB LLC, as issuers, the guarantors party thereto from time to time, Wilmington Savings Fund Society, FSB, as first lien trustee, and Deutsche Bank AG New York Branch, as first lien collateral agent (as modified, amended, or supplemented from time to time).

145. ***“First Lien Notes Makewhole Claim”*** means a First Lien Notes Claim (a) for any principal premium in excess of the principal amount of such Claims outstanding immediately before the Petition Date, including for any “Applicable Premium” (as defined in the First Lien Notes Indenture) or optional redemption premium, or (b) for any “Additional Amounts” (as defined in the First Lien Notes Indenture).

146. ***“First Lien Revolving Credit Facility”*** means the revolving credit facility maturing in 2022 under the First Lien Credit Agreement.

147. ***“First Lien Revolving Credit Facility Accrued and Unpaid Interest”*** means the accrued and unpaid interest on the First Lien Revolving Credit Facility payable pursuant to the Cash Collateral Order and calculated for the applicable interest period (or any portion thereof) in accordance with the Cash Collateral Order, after accounting for adequate protection payments made by the Debtors pursuant to the Cash Collateral Order and received by the First Lien Revolving Lenders or, without duplication, to the First Lien Agent for the benefit of and distribution to the First Lien Revolving Lenders (which, notwithstanding anything to the contrary in the Cash Collateral Order, shall be retained by the First Lien Revolving Lenders and not recharacterized as principal payments or otherwise subject to disgorgement, recovery, or avoidance by any party under any legal or equitable theory).

148. ***“First Lien Revolving Credit Facility Claims”*** means any Claim held by the First Lien Agent or the First Lien Lenders arising under, derived from or based upon the First Lien Revolving Credit Facility or the First Lien Credit Agreement (excluding any Claims arising under, derived from or based upon the 2024 First Lien Term Loan or the 2025 First Lien Term Loan), including Claims for all principal amounts outstanding, interest, fees, expenses, costs, indemnification and other charges arising under or related to the First Lien Revolving Credit Facility or the First Lien Credit Agreement (excluding any Claims arising under or related to the 2024 First Lien Term Loan or the 2025 First Lien Term Loan).

149. ***“First Lien Term Lenders”*** shall have the meaning ascribed to the term “Term Lender” in the First Lien Credit Agreement and include the singular and plural forms of such term.

150. ***“First Lien Revolving Lenders”*** means the First Lien Lenders that are lenders under the First Lien Revolving Credit Facility.

151. ***“First Lien Term Loan Claims”*** means the 2024 First Lien Term Loan Claims and 2025 First Lien Term Loan Claims.

152. ***“First Lien Term Loans”*** means the 2024 First Lien Term Loan and 2025 First Lien Term Loan.

153. ***“First Lien Term Loans Accrued and Unpaid Interest”*** means the accrued and unpaid interest on the applicable First Lien Term Loans payable pursuant to the Cash Collateral Order and calculated for the applicable interest period (or any portion thereof) in accordance with the Cash Collateral Order, after accounting for adequate protection payments made by the Debtors pursuant to the Cash Collateral Order and received by the First Lien Term Lenders or, without duplication, to the First Lien Agent for the benefit of and distribution to the First Lien Term Lenders (which, notwithstanding anything to the contrary in the Cash Collateral Order, shall be retained by the First Lien Term Lenders and not recharacterized as principal payments (other than payments of principal made on or prior to April 23, 2021

and First Lien Term Loan Principal Payments), or otherwise subject to disgorgement, recovery, or avoidance by any party under any legal or equitable theory).

154. ***“First Lien Term Loan Principal Payments”*** means any excess cash flow sweep payments, amortization payments, and other payments expressly designated as payments of principal of the applicable First Lien Term Loans after April 23, 2021 and prior to the Effective Date.

155. ***“Future Opioid PI Claim”*** means any PI/NAS Opioid Claim that is an Opioid Demand.

156. ***“Future Opioid PI Claimant”*** means an individual holding a Future Opioid PI Claim.

157. ***“Future Claimants’ Representative”*** means the legal representative for Future Opioid PI Claimants, pursuant to (a) that certain *Order Provisionally Appointing Roger Frankel as Legal Representative for Future Claimants* [Docket No. 1747] and (b) that certain *Order Appointing Roger Frankel, as Legal Representative for Future Opioid Personal Injury Claimants, Effective as of the Petition Date* entered by the Bankruptcy Court on June 11, 2021 [Docket No. 2813], each as amended, supplemented, or modified from time to time.

158. ***“General Administrative Claim”*** means any Administrative Claim, other than a Professional Fee Claim, a Claim for Restructuring Expenses, a VI Opioid Claim, or a Claim for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930.

159. ***“General Unsecured Claim”*** means any Unsecured Claim (other than a Guaranteed Unsecured Notes Claim, a Claim for the Indenture Trustee Fees, a Trade Claim, an Intercompany Claim, an Opioid Claim, an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, an Other Secured Claim, a Subordinated Claim, or a Claim resolved by the Federal/State Acthar Settlement), including (a) Claims arising from the rejection of unexpired leases or executory contracts, (b) Claims arising from any litigation or other court, administrative, or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by a Debtor in connection therewith, (c) Acthar Claims; (d) Generics Price Fixing Claims; (e) Asbestos Late Claims, (f) Environmental Claims, (g) Legacy Unsecured Notes Claims, (h) 4.75% Unsecured Notes Claims, and (i) Other General Unsecured Claims.

160. ***“General Unsecured Claims Allocations”*** means the 4.75% Unsecured Notes Recovery, Acthar Claims Recovery, the Asbestos Claims Recovery, the Generics Price Fixing Claims Recovery, the Legacy Unsecured Notes Recovery, and the Environmental Claims / Other General Unsecured Claims Recovery.

161. ***“General Unsecured Claims Trust”*** means the trust that is to be established in accordance with the Plan, the Confirmation Order, and the General Unsecured Claims Trust Documents for all Holders of Claims in Classes 6(a)-(g) and Trade Claims the Holders of which either vote to reject the Plan or do not agree to provide Favorable Trade Terms in accordance with the Disclosure Statement Order, which trust will satisfy the requirements of section 468B of the Internal Revenue Code and the Treasury Regulations promulgated thereunder (as such may be modified or supplemented from time to time); *provided, however*, that nothing contained herein shall be deemed to preclude the establishment of one or more additional or subsidiary trusts as determined by the General Unsecured Claims Trustee to be reasonably necessary or appropriate, including to provide tax efficiency to the General Unsecured Claims Trust and the Holders of any Claims entitled to distributions from the General Unsecured Claims Trust (and all such trusts shall be referred to collectively as the “General Unsecured Claims Trust”).

162. ***“General Unsecured Claims Trust Consideration”*** means (a) Cash in the amount of \$135,000,000, paid on the Effective Date; (b) the GUC Assigned Preference Claims; (c) the GUC Terlivaz

CVR; (d) the GUC Assigned Sucampo Avoidance Claims; (e) the GUC Share Repurchase Proceeds; (f) the GUC VTS PRV Share; and (e) the GUC StrataGraft PRV Share.

163. **“General Unsecured Claims Trust Documents”** means the documents governing: (a) the General Unsecured Claims Trust, including a trust agreement; (b) any sub-trusts or vehicles that comprise the General Unsecured Claims Trust; (c) the flow of consideration from the Estates to the General Unsecured Claims Trust or any sub-trusts or vehicles that comprise the General Unsecured Claims Trust; (d) submission, resolution, and distribution procedures in respect of all General Unsecured Claims; and (e) the flow of distributions, payments, or flow of funds made from the General Unsecured Claims Trust or any such sub-trusts or vehicles after the Effective Date, all of which shall be in form and substance reasonably acceptable to the Official Committee of Unsecured Creditors and the Debtors and shall be considered “Definitive Documents” for purposes of Article I.C of the Plan.

164. **“General Unsecured Claims Trustee”** means the Person or Persons selected by the Official Committee of Unsecured Creditors, with the consent of the Debtors (such consent not to be unreasonably withheld, conditioned, or delayed), and appointed to serve as trustee(s) of the General Unsecured Claims Trust to administer the General Unsecured Claims Trust and General Unsecured Claims assumed by the General Unsecured Claims Trust and any successors thereto, pursuant to the terms of the General Unsecured Claims Trust Documents.

165. **“Generics Price Fixing Claim”** means a non-ordinary course Claim or Cause of Action arising out of, relating to, or in connection with the Debtors’ pricing and sale of generics products, including all Claims and Causes of Action in the Generics Price Fixing Lawsuits and any and all similar Claims and Causes of Action. Solely for the purpose of calculating the undetermined component of the General Unsecured Claims Allocation described in the UCC Appendix, the aggregate sum of \$1.05 billion will be the value used for the aggregate Generics Price Fixing Claims. The amount of each Generics Price Fixing Claim shall be reconciled pursuant to the claims reconciliation procedures set forth in the General Unsecured Claims Trust Documents.

166. **“Generics Price Fixing Claims Recovery”** means the Initial Fixed Distribution in Cash in the amount of \$8,000,000 from the General Unsecured Claims Trust Consideration as set forth in the UCC Appendix.

167. **“Generics Price Fixing Lawsuits”** means (a) *Connecticut et al., v. Sandoz, Inc. et al.*, Case No. 2:20-cv-03539 (E.D. Pa.) and (b) *In re Generics Pharmaceuticals Pricing Antitrust Litigation*, 16-MD-2724 (E.D. Pa.) (MDL 2724).

168. **“Governmental Opioid Claimant”** means a Holder of a Governmental Opioid Claim.

169. **“Governmental Opioid Claims”** means the State Opioid Claims, Municipal Opioid Claims, Tribe Opioid Claims, and U.S. Government Opioid Claims.

170. **“Governmental Plaintiff Ad Hoc Committee”** means the ad hoc group of Governmental Entities holding Opioid Claims (or representatives thereof, including the Plaintiffs’ Executive Committee) represented by, among others, Gilbert LLP, Kramer Levin Naftalis & Frankel LLP, Brown Rudnick LLP, William Fry, and Houlihan Lokey Capital, Inc.

171. **“Governmental Unit”** means a governmental unit as defined in section 101(27) of the Bankruptcy Code and shall for the avoidance of doubt, include Tribes. For the avoidance of doubt, this term does not include any non-federal acute care hospitals.

172. **“Guaranteed Unsecured Notes”** means, individually and collectively, the 5.75% Senior Notes due 2022, the 5.50% Senior Notes due 2025 and the 5.625% Senior Notes due 2023.

173. **“Guaranteed Unsecured Notes Ad Hoc Group”** means that certain ad hoc group of holders of certain Guaranteed Unsecured Notes represented by, among others, Paul, Weiss, Rifkind, Wharton & Garrison LLP and advised by, among others, Perella Weinberg Partners LP.

174. **“Guaranteed Unsecured Notes Claim”** means, collectively, the 5.75% Senior Notes Claims, the 5.50% Senior Notes Claims, and the 5.625% Senior Notes Claims, in each case, other than the Indenture Trustee Fees of the Guaranteed Unsecured Notes Indenture Trustee.

175. **“Guaranteed Unsecured Notes Indentures”** means, collectively, the 2014 Notes Indenture, the April 2015 Notes Indenture and the September 2015 Notes Indenture.

176. **“Guaranteed Unsecured Notes Indenture Trustee”** means Deutsche Bank Trust Company Americas, solely in its capacity as indenture trustee and in each other capacity for which it serves under or in connection with the Guaranteed Unsecured Notes Indentures, including serving as a Distribution Agent; *provided* that if the context requires only certain of the foregoing capacities, then only in such capacity(ies).

177. **“GUC Assigned Preference Claims”** means all claims or Causes of Action owned by the Estates and arising under section 547 of the Bankruptcy Code (and/or analogous state law), and all proceeds thereof, excluding any such claims or Causes of Action (a) to be assigned to the Opioid MDT II under the Plan or (b) against (i) any Released Party, (ii) any counterparty to an assumed Executory Contract or Unexpired Lease, or (iii) any Trade Claimant or entity that would be a Trade Claimant but did not have any outstanding invoices at the time of filing.

178. **“GUC Assigned Sucampo Avoidance Claims”** means all Avoidance Actions arising from the Debtors’ acquisition of Sucampo Pharmaceuticals, Inc. against the selling shareholders of Sucampo Pharmaceuticals, Inc., including as related to VTS-270.

179. **“GUC Share Repurchase Proceeds”** means the right to receive fifty percent (50%) of the net proceeds of the Share Repurchase Claims.

180. **“GUC StrataGraft PRV Share”** means the right to receive thirty-five percent (35%) of the proceeds received by the Debtors upon disposition of the Debtors’ priority review voucher related to StrataGraft.

181. **“GUC Terlivaz CVR”** means the right to receive a payment of \$20,000,000 in Cash to be made promptly following (a) receipt of regulatory approval of Terlivaz by the U.S. Food and Drug Administration and (b) the Debtors’ (or a third party’s or assignee’s, if applicable) earning of \$100,000,000 of cumulative net sales of Terlivaz. The GUC Terlivaz CVR will be deemed assumed by a third party who purchases or is assigned the rights to Terlivaz.

182. **“GUC Trust Cooperation Agreement”** means that certain cooperation agreement among the Debtors and the General Unsecured Claims Trust, in substantially the form contained in the Plan Supplement, which shall be in form and substance reasonably acceptable to the Official Committee of Unsecured Creditors.

183. **“GUC Trust Expenses”** means any and all costs, expenses (including professional fees and expenses), fees, taxes, disbursements, debts, or obligations incurred from the operation and administration of the General Unsecured Claims Trust, including, but not limited to, direct costs of prosecution or settlement of GUC Assigned Preference Claims and GUC Assigned Sucampo Avoidance Claims.

184. **“GUC VTS PRV Share”** means the right to receive all proceeds received by the Debtors upon disposition of the Debtors’ sixty-eight percent (68%) retained ownership interest in any prospective priority review voucher related to VTS-270 (if any).

185. “**Hazardous Materials**” means any wastes, chemicals, chemical formulations, substances, products, pollutants or materials, whether solid, liquid or gaseous, that (i) is asbestos, polychlorinated biphenyls, radioactive materials or petroleum, (ii) requires remediation or reporting under any federal or state environmental laws or regulations, or is defined, listed or identified as a “contaminant”, “pollutant”, “toxic substance”, “toxic material”, “hazardous waste” or “hazardous substance” or words of similar meaning and regulatory effect thereunder or (iii) is regulated as such by any Governmental Unit under any federal or state environmental laws or regulations.

186. “**Hazardous Materials Release**” means any release (including as defined under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)), spill, emission, discharge, leaking, pumping, pouring, dumping, injection, deposit, disposal, dispersal, leaching or migration of Hazardous Materials into soil, land, surface or subsurface strata, surface waters, groundwaters, sediments, and ambient air.

187. “**Holder**” means an Entity holding a Claim or Interest, as applicable. When referring to Holders of Guaranteed Unsecured Notes Claims, “**Holder**” shall mean the record holders of and owners of beneficial interests in any of the Guaranteed Unsecured Notes.

188. “**Hospital Attorney Fee Fund**” means the fund to be established as set forth in Article IV.X.8 of the Plan.

189. “**Hospital Opioid Claimant**” means a Holder of a Hospital Opioid Claim.

190. “**Hospital Opioid Claims**” mean any Opioid Claims (including Opioid Demands) held by a provider of healthcare treatment services or any social services, in its capacity as such, and that is not held by a Governmental Unit. For the avoidance of doubt, Hospital Opioid Claims exclude Emergency Room Physicians Opioid Claims.

191. “**Hospital Opioid Claims Share**” means 3.57% of the Opioid MDT II Distributable Value (i) after deducting from the Opioid MDT II Distributable Value (a) reserved expenses for items (a), (b) and (c) of the definition of Opioid MDT II Operating Expenses, (b) the FHCA Opioid Claims Share, and (c) the aggregate amount of all Other Opioid Claimant Pro Rata Shares, and (ii) gross of applicable Private Opioid Creditor Trust Deductions and Holdbacks.

192. “**Hospital Trust**” means the Abatement Trust that is to be established in accordance with the Plan, the Confirmation Order, and the Hospital Trust Documents to (a) assume all liability for Hospital Opioid Claims, (b) collect distributions made on account of the Hospital Opioid Claims Share in accordance with the Hospital Trust Documents, (c) administer Hospital Opioid Claims, and (d) make Abatement Distributions to Authorized Recipients, including distributions to Holders of Hospital Opioid Claims in accordance with the Hospital Trust Documents. It is contemplated that the Hospital Trust will coordinate closely with the corresponding trust established in the Purdue Bankruptcy Cases, appoint the same trustee, and that the Hospital Trust Documents will be substantially identical to the corresponding trust documents utilized in the Purdue Bankruptcy Cases. All determinations regarding the eligibility of any provider of healthcare treatment services or any social services for payment from the Hospital Trust will be made solely by the trustee of the Hospital Trust pursuant to the Hospital Trust Documents.

193. “**Hospital Trust Documents**” means the documents governing: (a) the Hospital Trust; (b) the flow of consideration from the Opioid MDT II to the Hospital Trust; (c) submission, resolution, and distribution procedures in respect of all Hospital Opioid Claims (including Opioid Demands); and (d) the flow of distributions, payments or flow of funds made from the Hospital Trust after the Effective Date.

194. “**Impaired**” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

195. “**Indemnification Provisions**” means each of the Debtors’ indemnification provisions in effect as of the Petition Date, whether in the Debtors’ memoranda and articles of association, bylaws, certificates of incorporation, other formation documents, board resolutions, management or indemnification agreements, employment contracts, or otherwise providing a basis for any obligation of a Debtor to indemnify, defend, reimburse, or limit the liability of, or to advances fees and expenses to, any of the Debtors’ current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, and professionals of the Debtors, and such current and former directors’, officers’, and managers’ respective Affiliates, each of the foregoing solely in their capacity as such.

196. “**Indenture Trustee Fees**” means the reasonable, documented fees, expenses, disbursements and indemnity claims of the Guaranteed Unsecured Notes Indenture Trustee (as trustee and in any of its other capacities under the applicable Guaranteed Unsecured Notes Indentures and this Plan), including without limitation, fees, expenses and disbursements, incurred by counsel or agents for the Guaranteed Unsecured Notes Trustee, whether prior to or after the Petition Date, but on or prior to the Effective Date of this Plan, in each case to the extent payable or reimbursable under the applicable Guaranteed Unsecured Notes Indentures, including from a recovery, if any, on the Guaranteed Unsecured Notes. For the avoidance of doubt, the Indenture Trustee Fees shall also include those reasonable, documented fees, expenses, disbursements and indemnity claims of the Guaranteed Unsecured Notes Indenture Trustee or its counsel in connection with (a) any foreign insolvency proceeding and (b) such trustee serving as a Distribution Agent under this Plan (which fees, expenses, disbursements and indemnity claims in connection with serving as Distribution Agent may be incurred after the Effective Date of this Plan, notwithstanding anything to the contrary set forth in this definition).

197. “**Initial Administrative Claims Bar Date**” means, with respect to any Administrative Claim arising on or prior to April 30, 2021 at 11:59 p.m., prevailing Eastern Time, the last date for filing a request for payment in these Chapter 11 Cases with respect to such Administrative Claims as provided in the Initial Administrative Claims Bar Date Order.

198. “**Initial Administrative Claims Bar Date Order**” means that certain *Order (I) Setting an Initial Bar Date for Filing Proofs of Administrative Claim, (II) Establishing Administrative Claims Procedures, (III) Approving the Form and Manner of Filing Proofs of Administrative Claim, (IV) Approving Notice of Initial Administrative Claim Bar Date, and (V) Granting Related Relief* [Docket No. 2480].

199. “**Initial Distribution Date**” means the date that is on or as soon as practicable after the Effective Date when distributions under the Plan shall commence for each Class entitled to receive distributions; *provided* that (i) any applicable distributions under this Plan on account of the Guaranteed Unsecured Notes Claims will be made to the applicable Distribution Agent on the Effective Date, and each such Distribution Agent will make, transmit or cause to be transmitted its respective distributions as soon as practicable thereafter pursuant to the terms of this Plan and (ii) any applicable distributions under this Plan on account of the First Lien Term Claims will be made to the applicable Distribution Agent on the Effective Date, and the applicable Distribution Agent shall make, transmit or cause to be transmitted its respective distributions as soon as practicable thereafter pursuant to the terms of this Plan.

200. “**Initial Federal/State Acthar Settlement Payment**” means a Cash payment to be made by the Debtors and/or the Reorganized Debtors pursuant to the Federal/State Acthar Settlement Agreements to the United States and State governments in the amount equal to \$15,000,000.

201. ***“Initial Fixed Distribution”*** means the Cash to be allocated to each of the Class 6 sub-classes in the amounts set forth in the UCC Appendix.

202. ***“Initial Opioid MDT II Payment”*** means a Cash payment to be made by the Debtors and/or the Reorganized Debtors on the Effective Date in an amount equal to \$450,000,000, of which \$445,000,000 will be paid to the Opioid MDT II and \$5,000,000 of which shall be on account of the Public Schools’ Special Education Initiative Contribution and contributed to the Public Schools’ Special Education Initiative by the Reorganized Debtors.

203. ***“Insurance Contracts”*** means any and all insurance policies issued at any time to, or that otherwise may provide or may have provided coverage to, any of the Debtors, regardless of whether the insurance policies were issued to a Debtor or to a Debtor’s prior affiliates, subsidiaries, or parents (including but not limited to Medtronic plc and its affiliates, subsidiaries, and parents) or otherwise, or to any of their predecessors, successors, or assigns, and any and all agreements, documents or instruments relating thereto, including any and all agreements with a third party administrator for claims handling, risk control or related services, any and all Opioid Insurance Policies, any and all D&O Liability Insurance Policies, and any and all Workers’ Compensation Contracts. For the avoidance of doubt, Insurance Contracts include any insurance policies issued at any time to the Debtors’ prior affiliates, subsidiaries, and parents (including but not limited to Medtronic plc and its affiliates, subsidiaries, and parents) or otherwise, or to any of their predecessors, successors, or assigns, under which Debtors had, have, or may have any rights solely to the extent of the Debtors’ rights thereunder.

204. ***“Insurer”*** means any company or other Entity that issued or entered into an Insurance Contract (including any third party administrator) and any respective predecessors and/or Affiliates thereof.

205. ***“Intercompany Claim”*** means a prepetition Claim held by a Debtor or Non-Debtor Affiliate against a Debtor.

206. ***“Intercompany Interest”*** means any issued, unissued, authorized, or outstanding shares of common stock, preferred stock, or other instrument evidencing an ownership interest in any Debtor other than the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto that existed immediately before the Effective Date.

207. ***“Intercreditor Agreements”*** shall have the meaning ascribed to such term in the Cash Collateral Order.

208. ***“Interests”*** means, collectively, the Equity Interests and Intercompany Interests.

209. ***“Invoiced Restructuring Expenses”*** has the meaning set forth in Article IV.S.

210. ***“Irish Confirmation Order”*** mean an order of the High Court of Ireland to be made pursuant to Section 541 of the Companies Act 2014 of Ireland confirming the Scheme of Arrangement without material modification.

211. ***“Irish Examinership Proceedings”*** means the examinership proceedings to be commenced by the directors of the Parent or any other Debtor Entity, in respect of the Parent or other Debtor Entity, as applicable, pursuant to and in accordance with the requirements of Part 10 of the Companies Act 2014 of Ireland.

212. ***“Irish Takeover Panel”*** means the Irish Takeover Panel constituted under Irish Takeover Panel Act 1997.

213. “**Irish Takeover Rules**” means the Irish Takeover Panel Act 1997, Takeover Rules 2013.
214. “**Legacy Unsecured Notes**” means, individually and collectively, the 8.00% Debentures due March 2023 and the 9.5% Debentures due May 2022.
215. “**Legacy Unsecured Notes Claim**” means any Claim arising under or based upon the Legacy Unsecured Notes or the Legacy Unsecured Notes Indentures.
216. “**Legacy Unsecured Notes Indentures**” means collectively, the 1992 Ludlow Debentures Indenture and the 1993 Ludlow Debentures Indenture.
217. “**Legacy Unsecured Notes Indenture Trustee**” means, collectively, the 8.00% Debentures Indenture Trustee and the 9.5% Debentures Indenture Trustee.
218. “**Legacy Unsecured Notes Recovery**” means (a) the Initial Fixed Distribution in Cash in the amount of \$10,859,000 from the General Unsecured Claims Trust Consideration, *plus* (b) Additional GUC Trust Distributions calculated by the methodology set forth in the UCC Appendix.
219. “**Lien**” means a lien as defined in section 101(37) of the Bankruptcy Code.
220. “**Local Rules**” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.
221. “**Mallinckrodt**” means, collectively, the Debtors and the Non-Debtor Affiliates.
222. “**Management Incentive Plan**” means the management incentive plan to be adopted on the Effective Date which shall provide for (a) the issuance to management, key employees and directors of the Reorganized Debtors of 10%, in total, of the fully diluted New Mallinckrodt Ordinary Shares (for the avoidance of doubt, after giving effect to the exercise of the New Opioid Warrants), and (b) at least half of such New Mallinckrodt Ordinary Shares (*i.e.*, at least 5% of the fully diluted New Mallinckrodt Ordinary Shares after giving effect to the exercise of the New Opioid Warrants) to be issued not later than thirty (30) days after the Effective Date with the allocation of such grants to be approved by the compensation committee of the Reorganized Board based upon the recommendations of the CEO; the final terms of such plan shall be included in the Plan Supplement; *provided* that the Management Incentive Plan may be modified or amended by the mutual agreement of the Debtors and the Required Supporting Unsecured Noteholders prior to the Effective Date, with the consent of the Governmental Plaintiff Ad Hoc Committee and the MSGE Group (such consent not to be unreasonably withheld).
223. “**MDL**” means that certain opioid multi-district litigation captioned *In re National Prescription Opiate Litigation*, MDL No. 2804, Case No. 17-md-02804 (N.D. Ohio).
224. “**MDL Court**” means the court presiding over the MDL.
225. “**MDL Plaintiffs’ Executive Committee**” means the Co-Leads, Co-Liaison, and Plaintiffs’ Executive appointed by the MDL Court in the MDL in the order dated January 14, 2018, filed at MDL Docket No. 37.
226. “**Monitor**” means the outside, independent monitor appointed in accordance with Article IV.BB of the Plan to ensure the Reorganized Debtors’ (and any successors during the Monitor’s term to the Reorganized Debtors’ business operations relating to the manufacture and sale of opioid product(s) in the United States and its territories) compliance with the Opioid Operating Injunction.
227. “**Monitor Agreement**” means the agreement entered into between the Monitor and the Reorganized Debtors, which shall be the agreement filed at Docket No. 1203 and approved by the

Bankruptcy Court at Docket No. 1306 unless amended or superseded by further order of the Bankruptcy Court, which order may be the Confirmation Order.

228. “**Monitor Reports**” has the meaning set forth in Article IV.BB.3.

229. “**MSGE Group**” the multi-state governmental entities group represented by Caplin & Drysdale, Chartered, Seitz, Van Ogtrop & Green, P.A., and FTI Consulting.

230. “**MSGE Group Joinder Agreement**” means that certain Joinder Agreement to the Restructuring Support Agreement dated as of November 13, 2020 entered into by the MSGE Group.

231. “**Municipal and Tribe Opioid Attorneys’ Fee Fund**” means the fund which will be established within the Opioid Attorneys’ Fee Fund for reimbursement of Municipal Opioid Claimant and Tribe Opioid Claimant costs and expenses (including attorneys’ fees) in accordance with the Opioid MDT II Documents, and which will be funded by the Opioid MDT II out of the Public Opioid Creditor Share as set forth in Article IV.X.9 prior to making distributions on account of the Public Opioid Creditor Share to NOAT II and TAFT II.

232. “**Municipal Opioid Claimant**” means a Holder of a Municipal Opioid Claim.

233. “**Municipal Opioid Claims**” means the Opioid Claims (including Opioid Demands) held by Municipal Units.

234. “**Municipal Units**” means all Governmental Units that are not States or the United States or the Tribes or any foreign Governmental Unit including, in each case, any department, agency, or instrumentality thereof, and the public school districts.

235. “**NAS Child**” means a natural person who has been diagnosed by a licensed medical provider with a medical, physical, cognitive or emotional condition resulting from such natural person’s intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome.

236. “**NAS Committee**” means the Ad Hoc Committee of NAS Children identified in the First Amended Verified Statement of the Ad Hoc Committee of NAS Children Pursuant to Bankruptcy Rule 2019 [Docket No. 387].

237. “**NAS Monitoring Attorney Fee Fund**” means the fund to be established as set forth in Article IV.X.8.C of the Plan.

238. “**NAS Monitoring Opioid Claimant**” means a Holder of a NAS Monitoring Opioid Claim.

239. “**NAS Monitoring Opioid Claims**” means any Opioid Claims (including Opioid Demands) held by, or on account of or on behalf of, a NAS Child and relates to medical monitoring support, educational support, vocational support, familial support or similar related relief, but is not a NAS PI Opioid Claim.

240. “**NAS Monitoring Trust**” means the Abatement Trust that is to be established in accordance with the Plan, the Confirmation Order, and the NAS Monitoring Trust Documents to (a) assume all liability for NAS Monitoring Opioid Claims, (b) receive the distribution made on account of the NAS Monitoring Opioid Claims, (c) administer NAS Monitoring Opioid Claims, and (d) make Abatement Distributions to Authorized Recipients for Authorized Abatement Purposes. It is contemplated that the NAS Monitoring Trust will coordinate closely with the corresponding trust in the Purdue Bankruptcy Cases,

appoint the same trustee, and that the NAS Monitoring Trust Documents will be substantially identical to the corresponding trust documents utilized in the Purdue Bankruptcy Cases.

241. “**NAS Monitoring Trust Documents**” means the documents governing: (a) the NAS Monitoring Trust; (b) the flow of consideration from the Opioid MDT II to the NAS Monitoring Trust; (c) submission, resolution, and distribution procedures in respect of all NAS Monitoring Opioid Claims (including Opioid Demands); and (d) the flow of distributions, payments or flow of funds made from the NAS Monitoring Trust after the Effective Date.

242. “**NAS PI Opioid Claim**” means any Opioid Claims (including Opioid Demands) of any natural person who has been diagnosed by a licensed medical provider with a medical, physical, cognitive or emotional condition resulting from such natural person’s intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome, and does not include any NAS Monitoring Opioid Claims.

243. “**NAS PI Opioid Claimant**” means a Holder of a NAS PI Opioid Claim.

244. “**NAS PI Opioid Claims Share**” means 0.625% of the Opioid MDT II Distributable Value (i) after deducting from the Opioid MDT II Distributable Value (a) reserved expenses for items (a), (b) and (c) of the definition of Opioid MDT II Operating Expenses, (b) FHCA Opioid Claims Share, and (c) the aggregate amount of all Other Opioid Claimant Pro Rata Shares, and (ii) gross of applicable Private Opioid Creditor Trust Deductions and Holdbacks.

245. “**New AR Revolving Facility**” means the new accounts receivable revolving credit facility in the aggregate principal amount of up to approximately \$200 million to be entered into by the Reorganized Debtors on, prior to, or after the Effective Date.

246. “**New AR Revolving Facility Documentation**” means the credit agreement (the substantially final form of which will be filed with the Plan Supplement), security agreement, and other documents governing the New AR Revolving Facility.

247. “**NewCo**” means a new Entity, if any, to be organized or incorporated by or at the direction of the Required Supporting Unsecured Noteholders and with the reasonable consent of the Governmental Plaintiff Ad Hoc Committee and the MSGE Group, on or before the Effective Date.

248. “**NewCo Subsidiaries**” means new Entities, if any, to be organized or incorporated by or at the direction of the Required Supporting Unsecured Noteholders and with the reasonable consent of the Governmental Plaintiff Ad Hoc Committee and the MSGE Group, on or before the Effective Date, other than NewCo.

249. “**New Credit Facilities**” means, collectively, (a) the New Term Loan Facility and (b) the New AR Revolving Facility.

250. “**New Governance Documents**” means any organizational or constitutional documents, operating agreements, warrant agreements, option agreements, management services agreements, shareholder and member-related agreements, registration rights agreements or other governance documents for Reorganized Mallinckrodt and the Reorganized Debtors; *provided*, that, all such documents for Reorganized Mallinckrodt shall have governance standards as though it was listed on any one of the NASDAQ Capital Market, the NASDAQ Global Market, or the New York Stock Exchange, as determined prior to the Effective Date.

251. “**New Mallinckrodt Ordinary Shares**” means ordinary shares of NewCo or Reorganized Parent, as applicable, to be issued on the Effective Date.

252. “***New Opioid Warrant Agreement***” means the agreement governing the New Opioid Warrants to be effective on the Effective Date, which shall be included in the Plan Supplement.

253. “***New Opioid Warrants***” means warrants to acquire the number of New Mallinckrodt Ordinary Shares that would represent 19.99% of all such outstanding shares after giving effect to the exercise of the New Opioid Warrants, subject to dilution from equity reserved under the Management Incentive Plan, at a strike price reflecting an aggregate equity value for the Reorganized Debtors of \$1.551 billion, which warrants shall be exercisable at any time on or prior to the sixth anniversary of the Effective Date.

254. “***New Second Lien Notes***” means new, second lien secured notes to be issued to the Holders of Second Lien Notes Claims, as described further in Article III of the Plan, which notes shall be on terms set forth in **Exhibit 4** hereto. For the avoidance of doubt, the New Second Lien Notes will be *pari passu* with any other second lien secured debt of the Reorganized Debtors contemplated by the Plan.

255. “***New Second Lien Notes Documentation***” means the indenture (the substantially final form of which will be filed with the Plan Supplement), notes, and other documents governing the New Second Lien Notes.

256. “***New Takeback Term Loan Agent***” means the administrative agent for the New Takeback Term Loan Facility selected in accordance with the Restructuring Support Agreement.

257. “***New Takeback Term Loan Facility***” means a new senior secured first lien term loan facility in an original principal amount equal to the Term Loans Outstanding Amount.

258. “***New Takeback Term Loans***” means the loans under the New Takeback Term Loan Facility.

259. “***New Takeback Term Loans Documentation***” means the credit agreement (the substantially final form of which will be filed with the Plan Supplement), security agreement, and other documents governing the New Takeback Term Loan Facility.

260. “***New Term Loan Documentation***” means the credit agreement (the substantially final form of which will be filed with the Plan Supplement), security agreement, and other documents governing the New Term Loan Facility.

261. “***New Term Loan Facility***” means the new term loan credit facility, or other funded indebtedness, to be entered into by the Reorganized Debtors on, prior to, or after the Effective Date that will be used to refinance the First Lien Revolving Credit Facility, and may be used to refinance the First Lien Term Loans, the First Lien Notes, and/or the Second Lien Notes; *provided* that such refinancing of the Second Lien Notes shall only be permitted in the event either (a)(i) the First Lien Term Loans (and the First Lien Term Loan Claims) are repaid in full in Cash and (ii) the Term Loan Exit Payment is paid to the First Lien Term Lenders, in each case, before or contemporaneously with such refinancing, or (b) if the proceeds of any portion of the New Term Loan Facility are used to refinance the Second Lien Notes, such portion of the New Term Loan Facility is secured by Liens and security interests that rank junior to the Liens and security interests securing the New Takeback Term Loans.

262. “***NOAT II***” means the national opioid Abatement Trust that is to be established in accordance with the Plan, the Confirmation Order, and the NOAT II Documents to (a) assume all liability for State Opioid Claims and Municipal Opioid Claims, (b) collect distributions made on account of the State and Municipal Government Opioid Claims Share in accordance with the NOAT II Trust Documents, (c) administer State Opioid Claims and Municipal Opioid Claims, and (d) make Abatement Distributions

to Authorized Recipients for Approved Uses, including to Holders of State Opioid Claims and Municipal Opioid Claims in accordance with the NOAT II Trust Documents.

263. “**NOAT II Documents**” means the documents governing: (a) the NOAT II; (b) the flow of consideration from the Opioid MDT II to the NOAT II; (c) submission, resolution, and distribution procedures in respect of all State Opioid Claims and Municipal Opioid Claims (including, in each case, Opioid Demands); and (d) the flow of Abatement Distributions to Authorized Recipients, including distributions, payments or flow of funds made from the NOAT II after the Effective Date.

264. “**Non-Debtor Affiliates**” means all of the Affiliates of the Debtors, other than the other Debtors.

265. “**Non-Debtor Releasing Parties**” means (a) the Holders of all Claims who vote to accept the Plan, (b) the Holders of all Claims that are Unimpaired under the Plan, (c) the Holders of all Claims whose vote to accept or reject the Plan is solicited but who (i) abstain from voting on the Plan and (ii) do not opt out of granting the releases set forth herein, (d) the Holders of all Claims or Equity Interests who vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth herein, (e) all other Holders of Claims and Equity Interests to the maximum extent permitted by law, and (f) the Released Co-Defendants and each of their Co-Defendant Related Parties; *provided*, that the plaintiffs and the members of the putative class as identified in the Shenk Suit shall not be Non-Debtor Releasing Parties until such time as the Shenk Settlement is approved on a final basis and by Final Order of the United States District Court for the District of Columbia and upon such approval such plaintiffs shall be deemed to have provided the releases set forth in the Shenk Settlement; *provided, further*, that Opioid Claimants (other than Released Co-Defendants and each of their Co-Defendant Related Parties), solely in their capacity as Opioid Claimants, shall not be Non-Debtor Releasing Parties but shall be subject to the releases by Holders of Opioid Claims in Article IX.D; *provided, further*, that, the United States shall not be Non-Debtor Releasing Party but shall be subject to the releases of U.S. Government Payor Statutory Rights and the treatment of the U.S. Government Opioid Claims in Article III.D.B.8.d.

266. “**Non-Governmental Opioid Claims**” means all Opioid Claims (including Opioid Demands) that are not Governmental Opioid Claims.

267. “**No Recovery Opioid Claims**” means all Opioid Claims that are either (a) as of the relevant time, disallowed under section 502(e)(1)(B) of the Bankruptcy Code (subject, however, to section 502(j) of the Bankruptcy Code) or (b) subordinated pursuant to section 509(c) or section 510 of the Bankruptcy Code.

268. “**Noteholder Consent Fee**” means cash in an amount equal to 1.5% of par value of the applicable Supporting Unsecured Noteholder’s Guaranteed Unsecured Notes as of 11:59 P.M., prevailing Eastern time, on October 11, 2020.

269. “**Notice and Claims Agent**” means Prime Clerk, LLC, in its capacity as noticing, claims, and solicitation agent for the Debtors, pursuant to the order of the Bankruptcy Court [Docket No. 219].

270. “**OCC Settlement**” means the settlement described in that certain *Global Opioid Settlement Term Sheet*, filed at [Docket No. 4121-2], as the same may be amended or modified from time to time in accordance with its terms.

271. “**Official Committee of Opioid-Related Claimants**” means the official committee of opioid-related claimants appointed in the Chapter 11 Cases [Docket No. 308].

272. “**Official Committee of Unsecured Creditors**” means the official committee of unsecured creditors appointed in the Chapter 11 Cases [Docket No. 306].

273. “**Opioid Attorneys’ Fee Fund**” means a fund that will be established for reimbursement of State Opioid Claimant, Municipal Opioid Claimant, and Tribe Opioid Claimant costs and expenses (including attorneys’ fees) in accordance with the Opioid MDT II Documents, which will be funded as set forth in Article IV.X.9. The Opioid Attorneys’ Fee Fund will consist of the Municipal and Tribe Opioid Attorneys’ Fee Fund and the State Opioid Attorneys’ Fee Fund.

274. “**Opioid Claim**” means a Claim or Cause of Action (other than Claims or Causes of Action arising from violations of the Voluntary Injunction or Opioid Operating Injunction), whether existing now or arising in the future, based in whole or in part on any conduct or circumstance occurring or existing on or before the Effective Date and arising out of, relating to, or in connection with any opioid product or substance, and any and all Opioid Demands related thereto, including, for the avoidance of doubt, claims for indemnification, contribution, or reimbursement on account of payments or losses in any way arising out of, relating to, or in connection with any such conduct or circumstances and Co-Defendant Claims. For the avoidance of doubt, Opioid Claims do not include (i) any liability solely to the extent premised on allegations regarding conduct undertaken by the Reorganized Debtors after the Effective Date, (ii) any Generics Price Fixing Claims, or (iii) any claims arising under section 502(h) of the Bankruptcy Code.

275. “**Opioid Claimant**” means a Holder of an Opioid Claim, including Governmental Opioid Claimants and Other Opioid Claimants.

276. “**Opioid Claimant Release**” means the releases set forth in Article I.D of the Plan.

277. “**Opioid Creditor Trust Documents**” means the PI Trust Documents, the Third-Party Payor Trust Documents, the Hospital Trust Documents, the NAS Monitoring Trust Documents, the Emergency Room Physicians Trust Documents, the NOAT II Documents, and the TAFT II Documents.

278. “**Opioid Creditor Trustee(s)**” means each trustee of an Opioid Creditor Trust or, collectively, the trustees of the Opioid Creditor Trusts, in each case, appointed in accordance with Article IV.X.2 of the Plan.

279. “**Opioid Creditor Trust Operating Expenses**” means any and all costs, expenses, fees, taxes, disbursements, debts or obligations incurred from the operation and administration of the Opioid Creditor Trusts, which shall be paid from the assets of the applicable Opioid Creditor Trust.

280. “**Opioid Creditor Trusts**” means the Public Opioid Creditor Trusts and the Private Opioid Creditor Trusts.

281. “**Opioid Deferred Cash Payments**” means the right of the Opioid MDT II to receive Cash payments on the Opioid Deferred Cash Payments Terms in the following amounts and on the following dates: (a) \$200,000,000 on each of the first and second anniversaries of the Effective Date; (b) \$150,000,000 on each of the third through seventh anniversaries of the Effective Date; and (c) \$125,000,000 on the eighth anniversary of the Effective Date; *provided*, that at any time on or prior to eighteen (18) months after the Effective Date, the Reorganized Debtors shall have the Prepayment Option; *provided, further*, that to the extent the Reorganized Debtors seek to prepay only a portion of the Opioid Deferred Cash Payments in accordance with the Prepayment Option, such prepayment shall (x) not be funded from the proceeds of the incurrence of indebtedness by the Reorganized Debtors; and (y) prepay Opioid Deferred Cash Payments in accordance with the above in inverse order beginning with the payment due on the eighth

anniversary of the Effective Date. The Opioid Deferred Cash Payments will be joint and several obligations (or be subject to an economically similar arrangement) of all current and future borrowers, issuers, pledgers, and guarantors of the Debtors' funded indebtedness identified in the affirmative covenants supporting such obligations; *provided*, that for so long as the New Takeback Term Loans, the First Lien Notes, Second Lien Notes, Takeback Second Lien Notes, Cram-Down First Lien Notes, Cram-Down Second Lien Notes (or any indebtedness incurred to refinance or replace such New Takeback Term Loans, First Lien Notes, Second Lien Notes, Takeback Second Lien Notes, Cram-Down First Lien Notes, or Cram-Down Second Lien Notes) remain outstanding, in no event shall the cash payments described above be guaranteed by (or be required to be guaranteed by) an entity that does not also guarantee the New Takeback Term Loans, First Lien Notes, Second Lien Notes, Takeback Second Lien Notes, Cram-Down First Lien Notes, or Cram-Down Second Lien Notes (or such refinancing or replacement debt).

282. ***“Opioid Deferred Cash Payments Terms”*** means the covenants and enforcement rights with respect to the Opioid Deferred Cash Payments, a term sheet setting forth the material terms of which shall be included in the Plan Supplement and shall be reasonably acceptable to the Debtors, the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, and the Required Supporting Unsecured Noteholders in light of the nature, duration, and form of the deferred payment obligations, and compliance with which shall be so ordered through the Confirmation Order.

283. ***“Opioid Demand”*** means any present or future demand for payment against a Debtor that (a) was not a Claim during the Chapter 11 Cases prior to the Effective Date; (b) is based in whole or in part on any conduct or circumstance occurring or existing on or before the Effective Date; (c) arises out of, relating to, or in connection with the same or similar conduct or events that gave rise to the Opioid Claims addressed by the Opioid Permanent Channeling Injunction; and (d) pursuant to the Plan, shall be dealt with by the Opioid MDT II or the Opioid Creditor Trusts, as applicable. For the avoidance of doubt, Opioid Demands do not include (i) any liability solely to the extent premised on allegations regarding conduct undertaken by the Reorganized Debtors after the Effective Date, (ii) any Generics Price Fixing Claims, or (iii) any claims arising under section 502(h) of the Bankruptcy Code.

284. ***“Opioid Insurance Policies”*** means (i) with regard to Insurance Contracts issued to any Debtors, (a) all Insurance Contracts that provide general liability, life sciences, or product liability coverages, other than those specifically or categorically listed in the Schedule of Excluded Insurance Policies included in the Plan Supplement, and (b) all Insurance Contracts that may provide or may have provided the Debtors with rights with respect to any Opioid Claim, other than those specifically or categorically listed in the Schedule of Excluded Insurance Policies included in the Plan Supplement (collectively, the “Post-Spin Opioid Insurance Policies”); (ii) all Insurance Contracts issued to Covidien Limited (f/k/a Covidien plc) or its affiliates, subsidiaries, or parents prior to the 2013 spin-off of Mallinckrodt plc from Covidien (the “Spin-Off”) under which, as of the Effective Date, the Debtors have or hold rights to coverage with respect to any Opioid Claim (the “Covidien Insurance Policies”); and (iii) all Insurance Contracts issued to the predecessors of Covidien Limited (f/k/a Covidien plc) and their affiliates, subsidiaries, or parents prior to the Spin-Off under which, as of the Effective Date, the Debtors have or hold rights to coverage with respect to any Opioid Claim (the “Pre-Covidien Insurance Policies”). Rights as used in this definition means any and all rights, titles, privileges, interests, claims, demands, or entitlements of the Debtors to any proceeds, payments, benefits, Causes of Action, choses in action, defense or indemnity, and includes all rights, regardless of whether such rights existed in the past, now exist, or hereafter arise, and regardless of whether such rights are or were accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent. Notwithstanding anything in this definition or otherwise in the Plan to the contrary, (x) Opioid Insurance Policies include the Insurance Contracts set forth on the Schedule of Opioid Insurance Policies included in the Plan Supplement, which schedule is not, and is not intended to be, exhaustive (provided, however, that any such Insurance Contracts that are Covidien Insurance Policies or Pre-Covidien Insurance Policies are Opioid

Insurance Policies only if and to the extent provided in clauses (ii) and (iii), respectively, of the first sentence of this definition); and (y) nothing in this definition or any other provision of the Plan shall modify or override the paragraph of the Confirmation Order pertaining to the resolution of the Limited Objection to the Plan filed by Covidien [Docket No. 4699], which paragraph shall control with respect to all matters addressed in such paragraph in the event of any inconsistency. For the avoidance of doubt, nothing in this definition or any other provision of the Plan shall grant the Opioid MDT II any rights under any Insurance Contracts that are not Opioid Insurance Policies, nor shall this definition or any other provision of the Plan grant the Opioid MDT II any rights under the Covidien Insurance Policies and Pre-Covidien Insurance Policies beyond those that the Debtors may have or hold on the Effective Date.

285. “**Opioid Insurance Settlements**” means any and all settlement agreements concerning the Opioid Insurance Policies, the rights under or related to which (*i.e.* the Assigned Insurance Rights) the Debtors are assigning, or in the absence of such settlement agreement would be assigning, to the Opioid MDT II pursuant to the Plan, that (i) (a) the Debtors and an Opioid Insurer have entered into on or before the Effective Date, with the consent of the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, the Official Committee of Opioid-Related Claimants, and the Future Claimants’ Representative that (b) is approved by the Bankruptcy Court, or (ii) the Opioid MDT II and an Opioid Insurer have entered into after the Effective Date.

286. “**Opioid Insurer**” means an Insurer that has issued, is responsible for, or has liability to pay under any Opioid Insurance Policy, and each of its affiliates, predecessors in interest, and agents, solely in its capacity as such and solely with respect to such Opioid Insurance Policy.

287. “**Opioid Insurer Injunction**” means the injunction issued pursuant to Article IX.I of the Plan.

288. “**Opioid MDT II**” means the master disbursement trust that is to be established in accordance with the Plan, the Confirmation Order, and the Opioid MDT II Documents, which trust will satisfy the requirements of section 468B of the Internal Revenue Code and the Treasury Regulations promulgated thereunder (as such may be modified or supplemented from time to time).

289. “**Opioid MDT II Administrator**” means the administrator that will be appointed by the Opioid MDT II Trustee(s) pursuant to the Opioid MDT II Documents to adjudicate and liquidate Other Opioid Claims.

290. “**Opioid MDT II Consideration**” means (a) the Initial Opioid MDT II Payment; (b) the New Opioid Warrants; (c) the Opioid Deferred Cash Payments; (d) the Assigned Third-Party Claims; (e) the Assigned Insurance Rights; and (f) the Opioid MDT II Share Repurchase Proceeds.

291. “**Opioid MDT II Cooperation Agreement**” means that certain Cooperation Agreement among the Debtors and the Opioid MDT II, in substantially the form contained in the Plan Supplement, which shall be in form and substance acceptable to the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, and the Required Supporting Unsecured Noteholders.

292. “**Opioid MDT II Distributable Value**” means all cash proceeds of the Opioid MDT II Consideration.

293. “**Opioid MDT II Documents**” means the documents governing: (a) the Opioid MDT II (b) the Opioid Deferred Cash Payments Terms; (c) the flow of consideration from the Debtors’ Estates to the Opioid MDT II; (d) submission, resolution, and distribution procedures in respect of all Opioid Claims (including Opioid Demands) channeled to the Opioid MDT II; (e) the appointment of the Opioid MDT II Administrator to adjudicate and liquidate Other Opioid Claims; and (f) the flow of distributions, payments or flow of funds made from the Opioid MDT II after the Effective Date. The Future Claimants’

Representative and the Ad Hoc Group of Personal Injury Victims shall have the right to consult on the Opioid MDT II Documents.

294. **“Opioid MDT II Initial Distributable Value”** means, as of the Opioid MDT II Initial Distribution Date, the amount of Cash held in the Opioid MDT II.

295. **“Opioid MDT II Initial Distribution”** means the distribution on the Opioid MDT II Initial Distribution Date of Opioid MDT II Initial Distributable Value from the Opioid MDT II to the Opioid Creditor Trusts, the Ratepayer Account, and the FHCA Opioid Claimants.

296. **“Opioid MDT II Initial Distribution Date”** means the Effective Date or as soon as reasonably practicable thereafter; *provided* that the Opioid MDT II Initial Distribution Date shall be no later than five (5) Business Days after the Effective Date.

297. **“Opioid MDT II Operating Expenses”** means the Trust Expenses and any and all costs, expenses, fees, taxes, disbursements, debts or obligations incurred from the operation and administration of the Opioid MDT II, including, but not limited to, (a) management, administration, disposition, exercise or monetization of the New Opioid Warrants, (b) direct costs of prosecution or settlement of Assigned Third-Party Claims, Assigned Insurance Rights, and Share Repurchase Claims, and (c) any amounts incurred by the Opioid MDT II in connection with adjudicating or otherwise liquidating any Other Opioid Claims.

298. **“Opioid MDT II Operating Reserve”** means a reserve in the Opioid MDT II to be established and funded from time to time to pay any and all Opioid MDT II Operating Expenses. The Opioid MDT II Operating Reserve shall be (i) initially funded on the Effective Date with a portion of the Opioid MDT II Initial Distributable Value in an amount determined by the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, the Official Committee of Opioid-Related Claimants, and the Future Claimants’ Representative with the consent (not to be unreasonably withheld, delayed or conditioned) of the Debtors, (ii) funded thereafter from time to time with Cash held or received by the Opioid MDT II in accordance with the Opioid MDT II Documents and as determined by the Opioid MDT II Trustee(s), and (iii) held by the Opioid MDT II in a segregated account and administered by the Opioid MDT II Trustee(s) on and after the Effective Date.

299. **“Opioid MDT II Share Repurchase Proceeds”** means the right to receive fifty percent (50%) of the net proceeds of the Share Repurchase Claims.

300. **“Opioid MDT II Subsequent Distributable Value”** means, as of any Opioid MDT II Subsequent Distribution Date, the amount of Cash held in the Opioid MDT II less (a) any amounts in the Opioid MDT II Operating Reserve, (b) any amounts in the Opioid MDT II Third-Party Payor Reserve, and (c) any amounts in the Opioid Attorneys’ Fee Fund (which amounts shall already have been placed in reserve through previous distributions on account of the Public Opioid Creditor Share).

301. **“Opioid MDT II Subsequent Distribution”** means any distribution after the Opioid MDT II Initial Distribution of Opioid MDT II Subsequent Distributable Value from the Opioid MDT II to the Opioid Creditor Trusts and Holders of Allowed Other Opioid Claims.

302. **“Opioid MDT II Subsequent Distribution Date”** means (a) the date selected by the Opioid MDT II Trustees that is not more than five (5) Business Days after each Opioid Deferred Cash Payment is made to the Opioid MDT II, and (b) such other date as the Opioid MDT II Trustee(s) determine in accordance with the Opioid MDT II Documents. The Opioid MDT II will make the Opioid MDT II Subsequent Distributions on the Opioid MDT II Subsequent Distribution Date(s).

303. “**Opioid MDT II Third-Party Payor Reserve**” means a reserve in the Opioid MDT II to be established to reserve funds for payment of the Third-Party Payor Opioid Claims Share. The Opioid MDT II Third-Party Payor Reserve shall be funded (i) on the Opioid MDT II Initial Distribution Date with amounts sufficient to make the first payment on account of the Third-Party Payor Opioid Claims Share that is due 180 days after the Effective Date, and (ii) thereafter with amounts sufficient to make any upcoming payments on account of the Third-Party Payor Opioid Claims Share. The Opioid MDT II Third-Party Payor Reserve shall be held by the Opioid MDT II in a segregated account and administered by the Opioid MDT II Trustee(s) on and after the Effective Date.

304. “**Opioid MDT II Trustee(s)**” means the Person or Persons selected by the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, and the Official Committee of Opioid-Related Claimants in consultation with the Debtors in accordance with Article IV.U.1 of the Plan and appointed to serve as trustee(s) of the Opioid MDT II to administer the Opioid MDT II and Opioid Claims (including Opioid Demands) channeled to the Opioid MDT II and any successors thereto, pursuant to the terms of the Opioid MDT II Documents.

305. “**Opioid Operating Injunction**” means the operating injunction set forth in the Plan Supplement.

306. “**Opioid Operating Injunction Order**” means an order enforcing the terms of the Opioid Operating Injunction, which, for the avoidance of doubt, may be the Confirmation Order.

307. “**Opioid Permanent Channeling Injunction**” means an order or orders of the Bankruptcy Court (which, for the avoidance of doubt, may be the Confirmation Order) permanently and forever staying, restraining, and enjoining any Entity from taking any actions against any Protected Party for the purpose of, directly or indirectly, collecting, recovering, or receiving payment of, on or with respect to any Opioid Claim (including any Opioid Demand) as set forth in Article IX.H of the Plan, all of which Opioid Claims (including Opioid Demands) shall be channeled to the Opioid MDT II and the Opioid Creditor Trusts, as applicable, for resolution as set forth in the Opioid MDT II Documents and the Opioid Creditor Trust Documents.

308. “**Opioid-Related Activities**” means the development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of opioid Products or the use or receipt of any proceeds therefrom, or the use of opioids, including opioids that are not Products, or any other activities that form the basis of an Opioid Claim.

309. “**Opioid Settlement Term Sheet**” means Schedule 1 to the Plan Term Sheet.

310. “**Ordinary Course Professional**” means any professional retained and employed by the Debtors pursuant to the *Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business* [Docket No. 474].

311. “**Other General Unsecured Claim**” means a General Unsecured Claim other than (a) Acthar Claims; (b) Generics Price Fixing Claims; (c) Asbestos Claims; (d) Environmental Claims; (e) the 4.75% Unsecured Notes Claims; and (f) Legacy Unsecured Notes Claims. For the avoidance of doubt, (1) all Claims arising from the rejection of unexpired leases or executory contracts (other than rejection claims that are Co-Defendant Claims, which shall be Other Opioid Claims) and (2) all Asbestos Late Claims shall be Other General Unsecured Claims.

312. “**Other Opioid Claimant**” means a Holder of an Other Opioid Claim.

313. “**Other Opioid Claimant Pro Rata Share**” means as of any Opioid MDT II Subsequent Distribution Date, with respect to any Allowed Other Opioid Claim, an amount such that (a) the cumulative

aggregate recovery to the Holder of such Allowed Other Opioid Claim divided by the total amount of Allowed Other Opioid Claims to date equals (b) the aggregate amount of distributions made by the Opioid MDT II to NOAT II divided by the Deemed NOAT II Opioid Claims Pool; *provided*, however, notwithstanding anything to the contrary contained in the Plan, at any time within 60 days after the allowance of an Allowed Other Opioid Claim, such Holder may file a motion with the Bankruptcy Court, on appropriate notice, and seek the Bankruptcy Court's determination as to (x) whether such amount is unfairly discriminatory under Bankruptcy Code Section 1129(b) as compared to the treatment provided to holders of Opioid Claims in any or all of Classes 8(a)-(c) and 9(a)-9(g) under the Plan, and (y) to the extent that the Bankruptcy Court determines that such amount is unfairly discriminatory, the appropriate amount to be provided by the Opioid MDT II to such holder so that the treatment of such holder and of any other holders of Allowed Other Opioid Claims is not unfairly discriminatory under Bankruptcy Code Section 1129(b) as compared to the treatment provided to holders of Opioid Claims in any or all of Classes 8(a)-(c) and 9(a)-9(g) under the Plan (for purposes of making the determinations specified in the preceding clauses (x) and (y), Class 9(h) shall be deemed to have rejected the Plan; the aggregate Allowed amount of State Opioid Claims and Municipal Opioid Claims shall be determined in accordance with applicable law without affording any binding (or any other) effect or presumption of validity to (and without otherwise taking into account) the value ascribed to the State Opioid Claims and Municipal Opioid Claims in the Plan's definition of Deemed NOAT II Opioid Claims Pool; and the burden of proof and persuasion with respect to the issue of unfair discrimination shall rest on the side and shall otherwise be the same as such burden would have been had the issue been litigated at the Confirmation Hearing (provided that if and to the extent that any such burden would have been on the Debtors at the Confirmation Hearing, such burden shall rest to the same extent on any party or parties opposing the motion); *provided further* that to the extent such a motion is brought, (i) the Opioid MDT II and the Opioid Creditor Trusts, each of their respective beneficiaries including the Future Claimants' Representative, and any Holders of disputed Other Opioid Claims shall have standing to appear and be heard with respect to such motion and (ii) the resolution of such motion by Final Order shall be binding on such Holder, the Opioid MDT II and the Opioid Creditor Trusts, each of their respective beneficiaries including the Future Claimants' Representative and all Holders of disputed Other Opioid Claims.

314. ***“Other Opioid Claims”*** means any Opioid Claim that is not a Governmental Opioid Claim, Third-Party Payor Opioid Claim, Hospital Opioid Claim, Ratepayer Opioid Claim, a NAS Monitoring Opioid Claim, an Emergency Room Physicians Opioid Claim, a Public School Opioid Claim, or PI/NAS Opioid Claim, but including, for the avoidance of doubt, Co-Defendant Claims (other than Co-Defendant Claims held by Released Co-Defendants) and any No Recovery Opioid Claims that are Allowed after the Effective Date under section 502(j) of the Bankruptcy Code.

315. ***“Other Opioid Claims Bar Date”*** means a date that is 60 days after the service of a notice to be filed with the Bankruptcy Court by the Opioid MDT II Administrator, in accordance with Article IV.Y of the Plan, stating that all Other Opioid Claimants must submit to the Opioid MDT II Administrator a proof of claim form (in a form substantially similar to Official Bankruptcy Form No. 410) within 60 days of the service of such notice. A sample proof of claim form shall be attached to the notice of the Other Opioid Claims Bar Date.

316. ***“Other Priority Claim”*** means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) Administrative Claims or (b) Priority Tax Claims.

317. ***“Other Secured Claim”*** means any Secured Claim other than the First Lien Credit Agreement Claims, First Lien Notes Claims, or Second Lien Notes Claims.

318. ***“Parent”*** means Mallinckrodt plc, a public limited company incorporated under the laws of Ireland with registered number 52227 and having its registered office at College Business & Technology Park, Cruiserath, Blanchardstown, Dublin 15, Dublin, Ireland.

319. “*PEC/MSGE Mallinckrodt Fee Allocation Agreement*” means the agreement attached hereto as Exhibit 7.

320. “*Pending Opioid Actions*” means the judicial, administrative or other actions or proceedings or Causes of Action that were or could have been commenced before the commencement of the Chapter 11 Cases and that are identified in Exhibit 1 and 2 to the *Debtors’ Amended Adversary Complaint for Injunctive Relief Pursuant to 11 U.S.C. § 105* [Adv. Pro. No. 20-50850, Docket No. 15], as well as any other actions that were or could have been commenced before the Effective Date against any of the Debtors, Released Parties, or Protected Parties alleging or based on substantially similar facts or Causes of Action as those alleged in the actions identified in those appendices.

321. “*Periodic Distribution Date*” means the first Business Day that is as soon as reasonably practicable occurring approximately sixty (60) days after (a) initially, the Initial Distribution Date, and (b) thereafter, the immediately preceding Periodic Distribution Date.

322. “*Person*” means an individual, firm, corporation (including any non-profit corporation), partnership, limited partnership, limited liability company, joint venture, association, trust, governmental entity, or other entity or organization.

323. “*Petition Date*” means October 12, 2020.

324. “*PI/NAS Opioid Claims*” means, collectively, the PI Opioid Claims, and the NAS PI Opioid Claims. For the avoidance of doubt, NAS Monitoring Opioid Claims shall not be PI/NAS Opioid Claims.

325. “*PI Opioid Claimant*” means a Holder of a PI Opioid Claim.

326. “*PI Opioid Claims*” means any Opioid Claims (including Opioid Demands) of any natural person for alleged opioid-related personal injury or other similar opioid-related Claim or Cause of Action, including any opioid-related personal injury Claim, and that is not a Hospital Opioid Claim, a Third-Party Payor Opioid Claim, a NAS PI Opioid Claim, a NAS Monitoring Opioid Claim, a Ratepayer Opioid Claim, an Emergency Room Physicians Opioid Claim, or a Governmental Opioid Claim.

327. “*PI Opioid Claims Share*” means 9.3% of the Opioid MDT II Distributable Value, (i) after deducting from the Opioid MDT II Distributable Value (a) reserved expenses for items (a), (b) and (c) of the definition of Opioid MDT II Operating Expenses, (b) the FHCA Opioid Claims Share, (c) the aggregate amount of the Other Opioid Claimant Pro Rata Shares, and (ii) gross of applicable Private Opioid Creditor Trust Deductions and Holdbacks.

328. “*PI Opioid Demands*” means any Opioid Demand for alleged opioid-related personal injury or other similar opioid-related Cause of Action, including any opioid-related personal injury Opioid Demand or similar opioid-related Cause of Action asserted by a NAS Child.

329. “*PI Trust*” means the trust that is to be established in accordance with the Plan, the Confirmation Order, and the PI Trust Documents to (a) assume all liability for PI/NAS Opioid Claims, (b) collect distributions made on account of the PI Opioid Claims Share and NAS PI Opioid Claims Share in accordance with the PI Trust Documents, (c) administer PI/NAS Opioid Claims, and (d) make distributions to Holders of PI/NAS Opioid Claims in accordance with the PI Trust Documents.

330. “*PI Trust Documents*” means the documents governing: (a) the PI Trust; (b) the flow of consideration from the Opioid MDT II to the PI Trust; (c) submission, resolution, and distribution procedures in respect of all PI/NAS Opioid Claims (including Opioid Demands); and (d) the flow of

distributions, payments or funds made from the PI Trust. The Governmental Plaintiff Ad Hoc Committee and the MSGE Group shall have the right to consult on the PI Trust Documents.

331. **“*Plaintiffs’ Executive Committee*”** means the court-appointed Co-Lead Counsel Jayne Conroy, Joseph Rice, and Paul T. Farrell, Jr., on behalf of the court-appointed plaintiffs’ executive committee in the MDL, solely in their capacities as such and not in any individual capacities.

332. **“*Plan*”** means this fourth amended joint plan of reorganization (with technical modifications) under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

333. **“*Plan Term Sheet*”** means Exhibit A to the Restructuring Support Agreement, as the Plan Term Sheet may be amended, modified, or supplemented from time to time, including in connection with the Supporting Term Lenders Joinder Agreement.

334. **“*Plan Supplement*”** means one or more supplemental appendices to the Plan, which shall include, among other things, draft forms of documents (or term sheets thereof), schedules, and exhibits to the Plan, in each case subject to the provisions of the Restructuring Support Agreement and as may be amended, modified, or supplemented from time to time in accordance with the terms of the Restructuring Support Agreement and the terms hereof, the terms of the Restructuring Support Agreement, and in accordance with the Bankruptcy Code and the Bankruptcy Rules, including the following documents: (a) the New Governance Documents; (b) to the extent known and determined, the identity of the members of the Reorganized Board; (c) the Opioid MDT II Documents and the Opioid Creditor Trust Documents; (d) the New Opioid Warrant Agreement; (e) the Opioid MDT II Cooperation Agreement; (f) the form of indenture for the Takeback Second Lien Notes; (g) a term sheet setting forth certain material terms of the New Term Loan Facility; (h) a term sheet setting forth certain material terms of the New AR Revolving Facility; (i) the form of credit agreement to govern the New Takeback Term Loans; (j) the schedule of retained Causes of Action; (k) the Rejected Executory Contract/Unexpired Lease List; (l) the Management Incentive Plan; (m) the Opioid Operating Injunction; (n) the Restructuring Transactions Memorandum; (o) the Transfer Agreement; (p) a term sheet setting forth the material terms of the Opioid Deferred Cash Payment Terms; (q) the Registration Rights Agreement; (r) the Federal/State Acthar Settlement Agreements; (s) the Scheme of Arrangement; (t) the Schedule of Opioid Insurance Policies; (u) the form of indenture for the Cram-Down First Lien Notes; (v) the form of indenture for the New Second Lien Notes; (w) certain of the General Unsecured Claim Trust Documents, including the trust agreement governing the General Unsecured Claims Trust; (x) the GUC Trust Cooperation Agreement; and (y) the Asbestos Trust Documents.

335. **“*Plan Supplement Filing Date*”** means the date on which the Plan Supplement is Filed with the Bankruptcy Court, which shall be at least twenty eight (28) days prior to the deadline established by the Disclosure Statement Order to File objections to Confirmation; *provided*, that the trust distribution procedures for the Opioid MDT II and each Opioid Creditor Trust shall be filed thirty (30) days after the approval of the Disclosure Statement; *provided*, that Plan Supplement Filing Date for the General Unsecured Claim Trust Documents, including the trust agreement governing the General Unsecured Claims Trust, the Opioid MDT II Cooperation Agreement, the GUC Trust Cooperation Agreement, the Asbestos Trust Documents, and the form of indenture for the New Second Lien Notes shall be the day prior to the Confirmation Hearing; *provided, further*, that the Plan Supplement Filing Date for the identity of the initial Opioid MDT II Trustee(s) shall be on or before entry of the Confirmation Order.

336. **“*Post Effective Date Implementation Expenses*”** means all reasonable and documented fees and out of pocket expenses incurred on or after the Effective Date to implement this Plan, but excluding

Trust Expenses, of (1)(a) primary counsel to the Guaranteed Unsecured Notes Ad Hoc Group, Paul, Weiss, Rifkind, Wharton & Garrison LLP, (b) Delaware counsel to the Guaranteed Unsecured Notes Ad Hoc Group, Landis Rath & Cobb LLP (c) Irish counsel to the Guaranteed Unsecured Notes Ad Hoc Group, Matheson LLP, (d) regulatory counsel to the Guaranteed Unsecured Notes Ad Hoc Group, Reed Smith LLP, (e) financial advisor to the Guaranteed Unsecured Notes Ad Hoc Group, Perella Weinberg Partners LP, (f) one Canadian counsel to the Guaranteed Unsecured Notes Ad Hoc Group, (g) such other legal, consulting, financial, and/or other professional advisors to which the Guaranteed Unsecured Notes Ad Hoc Group and the Debtors shall reasonably agree from time to time, (h) primary counsel to the Governmental Plaintiff Ad Hoc Committee, Gilbert LLP, Kramer Levin Naftalis & Frankel LLP, and Brown Rudnick LLP, (i) Delaware counsel to the Governmental Plaintiff Ad Hoc Committee, Morris James LLP, (j) Irish counsel to the Governmental Plaintiff Ad Hoc Committee, William Fry, (k) investment banker to the Governmental Plaintiff Ad Hoc Committee, Houlihan Lokey, Inc., (l) special consultant to the Governmental Plaintiff Ad Hoc Committee, Dr. Fred Hyde, (m) such other legal, consulting, financial, and/or other professional advisors to which the Governmental Plaintiff Ad Hoc Committee and the Debtors shall reasonably agree from time to time, (n) primary counsel to the MSGE Group Caplin & Drysdale, Chartered, (o) Delaware counsel to the MSGE Group, Seitz, Van Ogtrop & Green, P.A. (p) financial advisor to the MSGE Group, FTI Consulting, and (q) such other legal, consulting, financial, and/or other professional advisors to which the MSGE Group and the Debtors shall reasonably agree from time to time, in each case, in accordance with the terms of the applicable engagement letters, if any, and subject to a good-faith, non-binding budget to be submitted by each applicable professional to the Debtors prior to the Effective Date, which budget shall be reasonably acceptable to such professional and the Debtors; and (2) the professionals entitled to the payment of such fees and out of pocket expenses pursuant to the Cash Collateral Order (including the advisors to the First Lien Agent, the Ad Hoc First Lien Term Lender Group, the Ad Hoc Second Lien Notes Group, and the Ad Hoc Revolving Loan Participants Group (as defined in the Cash Collateral Order), in each case, subject to any applicable caps set forth in the Cash Collateral Order).

337. **“Prepayment Option”** means the right to prepay, in full or in part, the Opioid Deferred Cash Payments, at any time on or prior to the day that is eighteen (18) months after the Effective Date, at (a) for full prepayments (with no prior prepayments having been made) as of the end of each of the 18 months after the Effective Date, the prepayment cost set forth on Annex A hereto or (b) to the extent a prepayment is partial, is made following an earlier prepayment, or occurs other than at the end of a month, a price equal to the present value of the amounts to be prepaid, at the date of prepayment, discounted at the discount rate that would be required for (i)(A) the present value of the then-remaining scheduled Opioid Deferred Cash Payments at the prepayment date (without giving effect to any prior prepayments), excluding the payment due on the eighth anniversary of the Effective Date, plus (B) \$450,000,000 to equal (ii)(A) the present value of the payments that would have been remaining under the Original Payment Schedule at the prepayment date (excluding the initial \$300,000,000 payment provided for in the Original Payment Schedule and any other payments that would have been made by such date, but without giving effect to any prior prepayments), discounted at a discount rate of 12% per annum, *plus* (B) \$300,000,000. For the purposes of the Prepayment Option, months shall be calculated starting from the Effective Date, not calendar months.

338. **“Priority Tax Claim”** means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

339. **“Private Opioid Creditor Trusts”** means the Third-Party Payor Trust, the PI Trust, the NAS Monitoring Trust, the Emergency Room Physicians Trust, and the Hospital Trust.

340. **“Private Opioid Creditor Trust Deductions and Holdbacks”** means, collectively or as applicable, the following deductions and holdbacks from distributions from the Private Opioid Creditor Trusts pursuant to the Opioid Creditor Trust Documents: (i) the deduction of Opioid Creditor Trust

Operating Expenses of the Private Opioid Creditor Trusts, as required under and subject to the terms of the Opioid Creditor Trust Documents, (ii) the deduction of amounts on account of compensation, costs and fees of professionals that represented or advised Claimants in Classes 9(a)-9(g) in connection with the Chapter 11 Cases, as and to the extent provided in the Opioid Creditor Trust Documents and subject to Article IV.X.8 of the Plan, and (iii) the common benefit assessment required under Article IV.X.8 of the Plan and, where applicable, the fees and costs of such a Claimant's individual attorney(s), which deduction shall be made by such attorney(s) and reduced by the common benefit assessment in accordance with Article IV.X.8 of the Plan.

341. **“Products”** means any and all products developed, designed, manufactured, marketed or sold, in research or development, or supported by, the Debtors, whether work in progress or in final form.

342. **“Professional Fee Claim”** means a Claim by a Retained Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

343. **“Professional Fee Escrow Account”** means an interest-bearing account funded by the Debtors with Cash no later than the Effective Date in an amount equal to the Professional Fee Escrow Amount.

344. **“Professional Fee Escrow Amount”** means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Retained Professionals have incurred or will incur in rendering services in connection with the Chapter 11 Cases prior to and as of the Effective Date, which shall be estimated pursuant to the method set forth in Article II.A.2 of the Plan.

345. **“Proof of Claim”** means a proof of Claim Filed against any Debtor in the Chapter 11 Cases.

346. **“Pro Rata Share”** means, with respect to any distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class; *provided*, that (a) the Pro Rata Share for the Environmental Claims / Other General Unsecured Claims Recovery shall be calculated by the methodology set forth in the UCC Appendix for Holders of Allowed Claims in Class 6(e), Allowed Claims in Class 6(f), and Allowed Trade Claims in Class 7 that vote to reject the Plan or do not agree to maintain Favorable Trade Terms, and (b) the Pro Rata Share for Claims in Class 9(h) shall be calculated as set forth in the definition of Other Opioid Claimant Pro Rata Share.

347. **“Protected Party”** means (a) the Debtors, (b) the Reorganized Debtors, (c) the Non-Debtor Affiliates, (d) with respect to each of the foregoing Persons in clauses (a) through (c), such Persons' predecessors, successors, permitted assigns, subsidiaries, and controlled Affiliates, respective heirs, executors, Estates, and nominees, in each case solely in their capacity as such, and (e) with respect to each of the foregoing Persons in clauses (a) through (d), such Person's respective current and former officers and directors, managers, principals, members, partners, employees, agents, advisors (including financial advisors), attorneys (including attorneys retained by any director in his or her capacity as a director or manager of a Person), accountants, investment bankers (including investment bankers retained by any director in his or her capacity as a director or manager of a Person), consultants, experts and other professionals (including any professional advisor retained by any director in his or her capacity as a director or manager of a Person) or other representatives of the Persons described in clauses (a) through (d), *provided* that consultants and experts in this clause (e) shall not include those retained to provide strategic advice for sales and marketing of opioid products who have received a civil investigative demand or other subpoena related to sales and marketing of opioid products from any State Attorney General on or after January 1, 2019 through the Petition Date. “Protected Party” shall also include each Settling Opioid Insurer, but shall

not include the Opioid MDT II or any Opioid Creditor Trust. Notwithstanding anything to the contrary herein, none of the following Persons, in their respective following capacities, shall be Protected Parties: (1) Medtronic plc or Covidien plc, (2) any subsidiaries or Affiliates of Medtronic plc or Covidien plc that existed as a subsidiary or Affiliate of Medtronic plc or Covidien plc after July 1, 2013, (3) any successors or assigns of any Entity described in clause (1) or clause (2) that became such a successor or assign after July 1, 2013 (excluding, for the avoidance of doubt, the Debtors, the Reorganized Debtors, and the Non-Debtor Affiliates), (4) any former subsidiaries or Affiliates of Covidien plc that ceased being such a subsidiary or Affiliate before July 1, 2013, and any successor or assign to such subsidiary or Affiliate of Covidien plc, (5) current or former shareholders of Mallinckrodt plc to the extent that they are subject to Share Repurchase Claims, other than any of the Debtors' current and former officers, directors, or employees, and (6) any Representative of any Entity described in the foregoing clauses (1) through (5) except to the extent such Representative is described in clause (d) and (e) of this definition of "Protected Party," and (7) any Released Co-Defendant.

348. **"Public Opioid Creditor Share"** means the remaining amount of the Opioid MDT II Distributable Value after (a) payment of the FHCA Opioid Claims Share, (b) payment of the aggregate amount of all Other Opioid Claimant Pro Rata Shares, (c) all payments to the Private Opioid Creditor Trusts and the Ratepayer Account, (d) any amounts required to fund the Opioid MDT II Operating Reserve or the Opioid MDT II Third-Party Payor Reserve, and (e) any amounts in the Opioid Attorneys' Fee Fund, any amounts in the Opioid MDT II Operating Reserve, and any amounts in the Opioid MDT II Third-Party Payor Reserve

349. **"Public Opioid Creditor Trusts"** means the NOAT II and the TAFT II.

350. **"Public School Distribution Adjustment"** means the addition or deduction of \$145,000, as applicable.

351. **"Public School Mediation Participants"** means the group of Holders of Public School Opioid Claims who participated in the mediation regarding Opioid Claims pursuant to that certain *Order (A) Appointing a Mediator and (B) Granting Related Relief* [Docket No. 1276].

352. **"Public School Opioid Claim"** means an Opioid Claim held by a public school district.

353. **"Public Schools' Special Education Initiative"** means an account under the control of a trust to be called the Public Schools' Special Education Initiative Trust and to be established pursuant to the Opioid MDT II Documents on the terms described in the *Notice of Filing of Public Schools' Special Education Initiative Term Sheet* [Docket No. 3410]. The Public Schools' Special Education Initiative will receive the Public Schools' Special Education Initiative Contribution.

354. **"Public Schools' Special Education Initiative Contribution"** means a contribution of \$5 million to the Public Schools' Special Education Initiative to be made by the Reorganized Debtors on the Opioid MDT II Initial Distribution Date, which amount will be used by the Public Schools' Special Education Initiative to fund educational supports to abate the effects of the opioid crisis.

355. **"Purdue Bankruptcy Cases"** means the bankruptcy cases jointly administered under the caption *In re Purdue Pharma L.P.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.).

356. **"Ratepayer Account"** means the segregated account to be established by the Opioid MDT II and administered by the Ratepayer Mediation Participants for Approved Uses, which shall include distributions to the Truth Initiative Foundation.

357. **"Ratepayer Attorney Fee Fund"** means the fund to be established as set forth in Article IV.X.8 of the Plan.

358. **“Ratepayer Mediation Participants”** means the proposed representatives of classes of privately insured parties who are plaintiffs and proposed class representatives identified in the *Amended Verified Statement of Stevens & Lee, P.C. Pursuant to Bankruptcy Rule 2019* filed at Docket No. 333 in the Purdue Bankruptcy Cases.

359. **“Ratepayer Opioid Claimant”** means a Holder of a Ratepayer Opioid Claim.

360. **“Ratepayer Opioid Claims”** means any Opioid Claims (including Opioid Demands) that arises out of or relates to the payment of health insurance by the Holder of such Claim.

361. **“Recognition Proceedings”** means the proceedings commenced by the Debtors under Part IV of the Canadian Companies Arrangement Act in the Canadian Court to recognize in Canada any of the Chapter 11 Cases as foreign main proceedings or foreign nonmain proceedings, as applicable, and to recognize in Canada certain Orders of the Bankruptcy Court.

362. **“Registration Rights Agreement”** means the registration rights agreement(s) with respect to the New Mallinckrodt Ordinary Shares (including any New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants as of the Effective Date, without regard to any limitations on the exercise of the New Opioid Warrants) to be effective on the Effective Date.

363. **“Reinstatement”** means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” shall have a correlative meaning.

364. **“Rejected Executory Contract/Unexpired Lease List”** means the list, of Executory Contracts and/or Unexpired Leases (including any amendments or modifications thereto), if any, that will be rejected pursuant to the Plan which will be filed with the Plan Supplement.

365. **“Released Co-Defendant”** means the parties listed on **Exhibit 5** hereto, which, for the avoidance of doubt, shall include, and shall not be amended to exclude, each Person that is a signatory to the *Joint Objection of Certain Distributors, Manufacturers, and Pharmacies to the Confirmation of the First Amended Joint Plan of Reorganization of Mallinckrodt PLC and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 4692].

366. **“Released Party”** means (a) the Debtors, (b) the Reorganized Debtors, (c) the Non-Debtor Affiliates, (d) with respect to each of the foregoing Persons in clauses (a) through (c), such Persons’ predecessors, successors, permitted assigns, subsidiaries, and controlled Affiliates, respective heirs, executors, Estates, and nominees, in each case solely in their capacity as such; (e) with respect to each of the foregoing Persons in clauses (a) through (d), such Person’s respective current and former officers and directors, managers, principals, members, partners, employees, agents, advisors (including financial advisors), attorneys (including attorneys retained by any director in his or her capacity as a director or manager of a Person), accountants, investment bankers (including investment bankers retained by any director in his or her capacity as a director or manager of a Person), consultants, experts and other professionals (including any professional advisor retained by any director in his or her capacity as a director or manager of a Person) or other representatives of the Persons described in clauses (a) through (d); (f) each member of the Guaranteed Unsecured Notes Ad Hoc Group in their capacity as such, (g) each Supporting Unsecured Noteholder in their capacity as such, (h) the Opioid MDT II and the Opioid Creditor Trusts, (i) each member of the Governmental Plaintiff Ad Hoc Committee in their capacity as such, (j) each Supporting Governmental Opioid Claimant in their capacity as such; (k) each member of the MSGE Group in their capacity as such; (l) each Supporting Term Lender in its capacity as such; (m) each member of the Ad Hoc First Lien Term Lender Group in its capacity as such; (n) each Prepetition Secured Party (as defined in the Cash Collateral Order); (o) the Guaranteed Unsecured Notes Indenture Trustee; (p) the Legacy

Unsecured Notes Indenture Trustee in its capacity as such; (q) the Future Claimants' Representative; (r) the Official Committee of Opioid-Related Claimants and its members, in their capacity as such; (s) the Official Committee of Unsecured Creditors and its members, in their capacity as such; (t) the 4.75% Unsecured Notes Indenture Trustee in its capacity as such; (u) the Ad Hoc Group of Personal Injury Victims and its members, in their capacity as such; (v) the NAS Committee and its members, in their capacity as such; (w) the Ad Hoc Group of Hospitals and its members, in their capacity as such; (x) the Third-Party Payor Mediation Participants, in their capacity as such; (y) the Ratepayer Mediation Participants, in their capacity as such; (z) the Public School Mediation Participants, in their capacity as such; (aa) the Emergency Room Physicians Group and its members, in their capacity as such; (bb) with respect to each of the foregoing Persons in clauses (f) through (aa), each such Person's Representatives; and (cc) solely for purposes of the Releases by the Debtors in Article IX.B of the Plan, the Released Co-Defendants and each of their Co-Defendant Related Parties, in each case solely in their respective capacities as such. Notwithstanding anything to the contrary herein, none of the following Persons, in their respective following capacities, shall be Released Parties: (1) Medtronic plc or Covidien plc, (2) any subsidiaries or Affiliates of Medtronic plc or Covidien plc that existed as a subsidiary or Affiliate of Medtronic plc or Covidien plc after July 1, 2013, (3) any successors or assigns of any Entity described in clause (1) or clause (2) that became such a successor or assign after July 1, 2013 (excluding, for the avoidance of doubt, the Debtors, the Reorganized Debtors, and the Non-Debtor Affiliates), (4) any former subsidiaries or Affiliates of Covidien plc that ceased being such a subsidiary or Affiliate before July 1, 2013, and any successor or assign to such subsidiary or Affiliate of Covidien plc, (5) current or former shareholders of Mallinckrodt plc to the extent they are subject to Share Repurchase Claims, other than any of the Debtors' current and former officers, directors, or employees, and (6) any Representative of any Entity described in the foregoing clauses (1) through (5) except to the extent such Representative is described in clause (d) and (e) of this definition of "Released Party." For purposes of this definition of "Released Parties," the phrase "in their capacity as such" means, with respect to a Person, solely (x) to the extent a claim against such Person arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Released Party, such claim would be released if asserted against such other Released Party.

367. **"Reorganized Board"** means the initial board of directors or similar governing body of the Reorganized Mallinckrodt.

368. **"Reorganized Debtors"** means, on or after the Effective Date, (a) the Debtors, as reorganized pursuant to and under the Plan, or any successor thereto, and (b) to the extent not already encompassed by clause (a), Reorganized Mallinckrodt and all NewCo Subsidiaries as of the Effective Date.

369. **"Reorganized Mallinckrodt"** means Reorganized Parent or NewCo, as applicable, on or after the Effective Date.

370. **"Reorganized Parent"** means, on or after the Effective Date, Mallinckrodt plc as reorganized pursuant to and under the Plan.

371. **"Reorganized VI-Specific Debtors"** means on or after the Effective Date, the VI-Specific Debtors, as reorganized pursuant to and under the Plan, or any successor thereto.

372. **"Representatives"** means, with respect to any Person, such Person's Affiliates and its and their directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors, investment advisors, investors, managed accounts or funds, management companies,

fund advisors, advisory board members, professionals and other representatives, in each case, solely in their capacities as such.

373. **“Required Supporting Term Lenders”** shall have the meaning ascribed to such term in the Restructuring Support Agreement.

374. **“Required Supporting Unsecured Noteholders”** means, as of any date of determination, Supporting Unsecured Noteholders holding at least a majority in outstanding principal amount of Guaranteed Unsecured Notes held by the Supporting Unsecured Noteholders then party to the Restructuring Support Agreement. Guaranteed Unsecured Notes held by any (a) Mallinckrodt Entity, (b) holder of Opioid Claims, or (c) Entity or Person whose vote has been “designated” by the Bankruptcy Court in the Chapter 11 Cases (including pursuant to section 1126(e) of the Bankruptcy Code), shall not be included (either in the numerator or the denominator), and shall not be considered outstanding Guaranteed Unsecured Notes Claims, for purposes of calculating the Required Supporting Unsecured Noteholders.

375. **“Restructuring Expenses”** means all reasonable and documented fees and out of pocket expenses incurred prior to the Effective Date, including Transaction Fees, of (1)(a) primary counsel to the Guaranteed Unsecured Notes Ad Hoc Group, Paul, Weiss, Rifkind, Wharton & Garrison LLP, (b) Delaware counsel to the Guaranteed Unsecured Notes Ad Hoc Group, Landis Rath & Cobb LLP (c) Irish counsel to the Guaranteed Unsecured Notes Ad Hoc Group, Matheson LLP, (d) regulatory counsel to the Guaranteed Unsecured Notes Ad Hoc Group, Reed Smith LLP, (e) financial advisor to the Guaranteed Unsecured Notes Ad Hoc Group, Perella Weinberg Partners LP, (f) one Canadian counsel to the Guaranteed Unsecured Notes Ad Hoc Group, (g) such other legal, consulting, financial, and/or other professional advisors to which the Guaranteed Unsecured Notes Ad Hoc Group and the Debtors shall reasonably agree from time to time, (h) primary counsel to the Governmental Plaintiff Ad Hoc Committee, Gilbert LLP, Kramer Levin Naftalis & Frankel LLP, and Brown Rudnick LLP, (i) Delaware counsel to the Governmental Plaintiff Ad Hoc Committee, Morris James LLP, (j) Irish counsel to the Governmental Plaintiff Ad Hoc Committee, William Fry, (k) investment banker to the Governmental Plaintiff Ad Hoc Committee, Houlihan Lokey, Inc., (l) special consultant to the Governmental Plaintiff Ad Hoc Committee, Dr. Fred Hyde, (m) such other legal, consulting, financial, and/or other professional advisors to which the Governmental Plaintiff Ad Hoc Committee and the Debtors shall reasonably agree from time to time, (n) primary counsel to the MSGE Group Caplin & Drysdale, Chartered, (o) Delaware counsel to the MSGE Group, Seitz, Van Ogtrop & Green, P.A., (p) financial advisor to the MSGE Group, FTI Consulting, (q) such other legal, consulting, financial, and/or other professional advisors to which the MSGE Group and the Debtors shall reasonably agree from time to time, in each case, in accordance with the terms of the applicable engagement letters, if any, with any balance(s) paid on the Effective Date; and (r) counsel to Supporting Party First Trust Advisors, Chapman & Cutler, up to \$35,000; *provided*, that the Transaction Fees shall only be paid after entry of an order, which may be the Confirmation Order, authorizing payment of such Transaction Fees; and (2)(a) the attorneys, advisors, and agents of the Ad Hoc Second Lien Notes Group pursuant to the Second Lien Notes Settlement, any reimbursement agreement with the Debtors and otherwise in accordance with the Plan, and (b) the Second Lien Notes Indenture Trustee and its attorneys, advisors, and agents in accordance with the Plan, including payment of the Second Lien Notes Indenture Trustee Fees; which, in each instance, shall not be subject to disgorgement, turnover, recovery, avoidance, recharacterization or any other similar claim by any party under any legal or equitable theory; and (3) solely to the extent not already provided herein, the professionals entitled to the payment of such fees and out of pocket expenses pursuant to the Cash Collateral Order (including the advisors to the First Lien Agent, the Ad Hoc First Lien Term Lender Group, the Ad Hoc Revolving Loan Participants Group (as defined in the Cash Collateral Order), in each case to the extent such fees and out of pocket expenses are not already paid pursuant to the Cash Collateral Order and subject to any applicable caps set forth in the Cash Collateral Order).

376. **“Restructuring Expenses Order”** means that certain *Order Authorizing the Debtors to Assume and/or Enter Into Reimbursement Agreements with RSA Parties’ Professionals* entered by the

Bankruptcy Court on February 1, 2021 [Docket No. 1250], as amended, supplemented, or modified from time to time, in each case with the consent of the Debtors and the applicable parties to the Restructuring Support Agreement.

377. “**Restructuring Support Agreement**” means that certain Restructuring Support Agreement entered into on October 11, 2020, by and among the Debtors, the Supporting Unsecured Noteholders, and the Supporting Governmental Opioid Claimants and joined by (a) the MSGE Group on November 13, 2020 and (b) the Supporting Term Lenders on March 10, 2021 (as such may be amended, modified or supplemented in accordance with its terms, including as modified by the MSGE Group Joinder Agreement and the Supporting Term Lenders Joinder Agreement).

378. “**Restructuring Transactions**” means the transactions described in Article IV.B of the Plan.

379. “**Restructuring Transactions Memorandum**” means a document to be included in the Plan Supplement that will set forth the material components of the Restructuring Transactions.

380. “**Retained Professional**” means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and/or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

381. “**Schedule of Opioid Insurance Policies**” means the schedule in the Plan Supplement of Opioid Insurance Policies, the rights under or related to which (*i.e.* the Assigned Insurance Rights) the Debtors are assigning, or in the absence of an Opioid Settlement Agreement would be assigning, to the Opioid MDT II pursuant to the Plan. As set forth in the definition of Opioid Insurance Policy, the Schedule of Opioid Insurance Policies is not exhaustive and shall not be construed as imposing a limitation on the scope of the Insurance Contracts as to which Debtors are assigning rights to the Opioid MDT II pursuant to the Plan (*i.e.* the Assigned Insurance Rights).

382. “**Scheme of Arrangement**” means the proposals for one or more compromise or scheme of arrangement in relation to the Parent and/or any other Debtor Entity to be formulated and proposed by the Examiner pursuant to Section 539 of the Companies Act of Ireland in connection with the Irish Examinership Proceedings and submitted to the High Court of Ireland for confirmation pursuant to Section 541 of the Companies Act of Ireland, and which will be based on and consistent in all respects with the Plan and substantially in the form of the draft scheme of arrangement to be included in the Plan Supplement and to be annexed to the petition presented to the High Court of Ireland at the commencement of the Irish Examinership Proceedings.

383. “**SEC**” means the United States Securities and Exchange Commission.

384. “**Second Lien Notes**” means the 10.00% second lien senior secured notes due 2025 pursuant to the Second Lien Notes Indenture.

385. “**Second Lien Notes Claim**” means any Claim arising under, deriving from or based upon the Second Lien Notes or the Second Lien Notes Indenture.

386. “**Second Lien Notes Collateral Agent**” means Wilmington Savings Fund Society, FSB, solely in its capacity as second lien collateral agent under the Second Lien Notes Indenture, and any predecessor or successor thereto.

387. “**Second Lien Notes Indenture**” means that certain Indenture, dated as of December 6, 2019, by and among Mallinckrodt International Finance S.A. and Mallinckrodt CB LLC, as issuers, the guarantors party thereto from time to time, the Second Lien Notes Indenture Trustee, and the Second Lien Notes Collateral Agent (as modified, amended, or supplemented from time to time).

388. “**Second Lien Notes Indenture Trustee**” means BOKF, NA, solely in its capacity as second lien trustee under the Second Lien Notes Indenture (as successor in such capacity to Wilmington Savings Fund Society, FSB), and any predecessor or successor thereto.

389. “**Second Lien Notes Indenture Trustee Fees**” means the reasonable, documented fees, expenses, disbursements and indemnity claims incurred by the Second Lien Notes Indenture Trustee (as trustee and in any of its other capacities under the Second Lien Notes Indenture and this Plan) and the Second Lien Notes Collateral Agent (as collateral agent and in any of its other capacities under the Second Lien Notes Indenture and this Plan), including without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Second Lien Notes Indenture Trustee and the Second Lien Notes Collateral Agent, whether prior to or after the Petition Date, but on or prior to the Effective Date of this Plan, in each case to the extent payable or reimbursable under the applicable Second Lien Notes Indenture and/or the related security agreement and/or applicable provisions of the Bankruptcy Code. For the avoidance of doubt, the Second Lien Notes Indenture Trustee Fees shall also include those reasonable, documented fees, expenses, disbursements and indemnity claims incurred in connection with (a) any foreign insolvency proceeding and (b) the Second Lien Notes Indenture Trustee serving as a Distribution Agent under this Plan (which fees, expenses, disbursements and indemnity claims in connection with serving as Distribution Agent may be incurred after the Effective Date of this Plan, notwithstanding anything to the contrary set forth in this definition).

390. “**Second Lien Notes Makewhole Claim**” means any Second Lien Notes Claim (a) for any principal premium in excess of the principal amount of such Claims outstanding immediately before the Petition Date, including for any “Applicable Premium” (as defined in the Second Lien Notes Indenture) or optional redemption premium, or (b) for any “Additional Amounts” (as defined in the Second Lien Notes Indenture).

391. “**Second Lien Notes Settlement**” means the settlement described in that certain *Settlement Second Lien Notes Summary Terms*, filed at [Docket No. 4121-3] attached hereto as **Exhibit 4**, as the same may be amended, supplemented or otherwise modified from time to time.

392. “**Secured Claim**” means a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) otherwise Allowed pursuant to the Plan or order of the Bankruptcy Court as a secured claim.

393. “**Securities**” means any instruments that qualify under Section 2(a)(1) of the Securities Act.

394. “**Securities Act**” means the Securities Act of 1933, as now in effect or hereafter amended, or any regulations promulgated thereunder.

395. “**September 2015 Notes Indenture**” means that certain Indenture, dated as of September 24, 2015, by and among Mallinckrodt International Finance S.A. and Mallinckrodt CB LLC, as issuers, the guarantors party thereto from time to time and Deutsche Bank Trust Company Americas, as trustee (as modified, amended, or supplemented from time to time).

396. “**Settled Federal/State Acthar Claims**” means any Claims settled through the Federal/State Acthar Settlement.

397. “**Settling Opioid Insurer**” means an Insurer that has entered into an Opioid Insurance Settlement, solely in its capacity as such and solely with respect to any Opioid Insurance Policy released in such Opioid Insurance Settlement.

398. “**Settling Opioid Insurer Injunction**” means the injunction issued pursuant to Article IX.J of the Plan.

399. “**Settling State**” means any State that becomes a party to a restructuring support agreement with respect to the Plan or otherwise votes to accept the Plan.

400. “**Share Repurchase Claims**” means any claims or Causes of Action against any current or former shareholders of Mallinckrodt plc, other than any Released Party, from whom Mallinckrodt plc purchased, repurchased, cancelled, or redeemed its own ordinary shares in connection with its share repurchase program(s) during the years 2015-2018.

401. “**Shared Collateral**” shall have the meaning ascribed to such term in any Intercreditor Agreement, as applicable.

402. “**Shenk Settlement**” means the proposed mediated settlement of the Shenk Suit.

403. “**Shenk Suit**” means the securities fraud putative class action lawsuit brought by the State Teachers Retirement System of Ohio titled *Shenk v. Mallinckrodt plc*, No. 1:17-cv-00145-DLF (D.D.C.) that is pending in the United States District Court for the District of Columbia.

404. “**Specialty Generics Debtors**” means Debtors Mallinckrodt Equinox Finance Inc., Mallinckrodt Enterprises Holdings, Inc., Mallinckrodt ARD Finance LLC, Mallinckrodt Enterprises LLC, Mallinckrodt LLC, SpecGx LLC, SpecGx Holdings LLC, WebsterGx Holdco LLC, and Mallinckrodt APAP LLC.

405. “**State**” means a state or territory of the United States of America and the District of Columbia.

406. “**State and Municipal Government Opioid Claims Share**” means the remainder of the Public Opioid Creditor Share after distributions on account of the Tribe Opioid Claims Share, which shall equate to (i) 97.1% of the first \$625 million received on account of the Public Opioid Creditor Share, reduced by the Public School Distribution Adjustment, (ii) 97.05% of amounts received in excess of \$625 million and up to and including \$1.25 billion on account of the Public Opioid Creditor Share, and (iii) 97.0% of amounts received in excess of \$1.25 billion on account of the Public Opioid Creditor Share.

407. “**State Attorney General**” means the attorney general for any State.

408. “**State Opioid Attorneys’ Fee Fund**” means the fund which will be established within the Opioid Attorneys’ Fee Fund for reimbursement of State Opioid Claimant costs and expenses (including attorneys’ fees) in accordance with the Opioid MDT II Documents, and which will be funded by the Opioid MDT II out of the Public Opioid Creditor Share as set forth in Article IV.X.9 prior to making distributions on account of the Public Opioid Creditor Share to NOAT II and TAFT II.

409. “**State Opioid Claimant**” means a Holder of a State Opioid Claim.

410. “**State Opioid Claims**” means the Opioid Claims (including Opioid Demands) held by States.

411. “**Subordinated Claim**” means any Claim against the Debtors that is subject to subordination under section 509(c), section 510(b) or section 510(c) of the Bankruptcy Code, including any Claim for reimbursement, indemnification, or contribution. For the avoidance of doubt, Second Lien Notes Claims and No Recovery Opioid Claims shall not be Subordinated Claims.

412. “**Supporting Governmental Opioid Claimants**” means the Plaintiffs’ Executive Committee and any Governmental Units holding Opioid Claims that are or become party to the Restructuring Support Agreement in accordance with the terms thereof and for so long as the Restructuring Support Agreement shall be in effect with respect to such parties.

413. “**Supporting Parties**” means the Supporting Governmental Opioid Claimants, the Supporting Unsecured Noteholders, the MSGE Group, and the Supporting Term Lenders in each case, for so long as the Restructuring Support Agreement shall be in effect with respect to each such parties. For the avoidance of doubt, the Supporting Parties support the Second Lien Notes Settlement, the OCC Settlement and the UCC Settlement.

414. “**Supporting Term Lenders**” means the Holders of First Lien Term Loan Claims that are or become party to the Restructuring Support Agreement in accordance with the terms thereof and for so long as the Restructuring Support Agreement shall be in effect with respect to such parties.

415. “**Supporting Term Lenders Joinder Agreement**” means that certain Joinder Agreement and Amendment to Restructuring Support Agreement dated as of March 10, 2021, entered into by and among the Debtors, the Required Supporting Unsecured Noteholders, the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, and the Supporting Term Lenders.

416. “**Supporting Unsecured Noteholders**” means the Holders of Guaranteed Unsecured Notes Claims that are or become party to the Restructuring Support Agreement in accordance with the terms thereof and for so long as the Restructuring Support Agreement shall be in effect with respect to such parties.

417. “**TAFT II**” means the one or more Abatement Trusts, limited liability companies, or other Persons that are to be established in accordance with the Plan, the Confirmation Order, and the TAFT II Documents to (a) assume all liability for Tribe Opioid Claims, (b) collect distributions made on account of the Tribe Opioid Claims Share in accordance with the TAFT II Documents, (c) administer Tribe Opioid Claims, and (d) make Abatement Distributions to Authorized Recipients, including to Holders of Tribe Opioid Claims in accordance with the TAFT II Documents.

418. “**TAFT II Documents**” means the one or more documents establishing and governing: (a) the TAFT II; (b) the flow of consideration from the Opioid MDT II to the TAFT II; (c) submission, resolution, and distribution procedures in respect of all Tribe Opioid Claims (including Opioid Demands); and (d) the flow of Abatement Distributions to Authorized Recipients, including distributions, payments or flow of funds made from the TAFT II after the Effective Date.

419. “**Takeback Second Lien Notes**” means \$375,000,000 of new secured takeback second lien notes due seven (7) years after the Effective Date and otherwise be on terms set forth in **Exhibit 2** hereto.

420. “**Takeback Second Lien Notes Documentation**” means the indenture (the substantially final form of which will be filed with the Plan Supplement), notes, and other documents governing the Takeback Second Lien Notes.

421. “**Term Loan Exit Payment**” means a consent and exit payment in the amount equal to 0.5% multiplied by the Term Loans Outstanding Amount, which payment shall be payable to the First Lien Term Lenders, as an integral term of the comprehensive settlement and resolution of the disputes and

controversies between the Debtors and the First Lien Term Lenders embodied in this Plan, which consent and exit payment shall (a) increase to the amount equal to 1.0% multiplied by the Term Loans Outstanding Amount if the First Lien Term Loans are not refinanced in full in Cash on or prior to the Effective Date and (b) be payable to the First Lien Term Lenders upon the Effective Date.

422. “**Term Loans Outstanding Amount**” means an amount equal to the 2024 First Lien Term Loans Outstanding Amount plus the 2025 First Lien Term Loans Outstanding Amount.

423. “**Third-Party Payor Group**” means the group of certain Holders of Third-Party Payor Claims consisting of (i) the Holders of Third-Party Payor Claims represented by the Rawlings & Associates and Lowey Dannenberg, P.C., and whose Claims are listed in Exhibit A of the *Stipulation and Agreement Disallowing and Expunging Certain Third Party Payor Claims* [Docket No. 2535] and (ii) one representative from United Healthcare.

424. “**Third-Party Payor Mediation Participants**” means the group of Third-Party Payor Opioid Claimants who participated in the mediation regarding Opioid Claims pursuant to that certain *Order (A) Appointing a Mediator and (B) Granting Related Relief* [Docket No. 1276].

425. “**Third-Party Payor Opioid Claimant**” means a Holder of a Third-Party Payor Opioid Claim.

426. “**Third-Party Payor Opioid Claims**” means any Opioid Claims (including Opioid Demands) held by a health insurer, an employer-sponsored health plan, a union health and welfare fund or any other provider of health care benefits, and including any third-party administrator or agent on behalf thereof, in each case in its capacity as such (including any Opioid Claim or Opioid Demand based on the subrogation rights of the Holder thereof), and that is not held by a Governmental Unit.

427. “**Third-Party Payor Opioid Claims Share**” means 5.21% of the sum of the Initial Opioid MDT II Payment and the aggregate amount of all Opioid Deferred Cash Payments (i) after giving effect to the Prepayment Option, if exercised, (ii) after deducting the FHCA Opioid Claims Share, and (iii) gross of applicable Private Opioid Creditor Trust Deductions and Holdbacks. For the avoidance of doubt, and for illustrative purposes, in the event the Prepayment Option is not exercised, the Third-Party Payor Claims Share will equal \$89,091,000 prior to application of the applicable Private Opioid Creditor Trust Deductions and Holdbacks.

428. “**Third-Party Payor Trust**” means the Abatement Trust that is to be established in accordance with the Plan, the Confirmation Order, and the Third-Party Payor Trust Documents to (a) assume all liability for Third-Party Payor Opioid Claims, (b) receive distributions made on account of the Third-Party Payor Opioid Claims Share in accordance with the Third-Party Payor Trust Documents, (c) administer Third-Party Payor Opioid Claims, and (d) make Abatement Distributions to Authorized Recipients for Approved Uses, including distributions to Holders of Third-Party Payor Opioid Claims in accordance with the Third-Party Payor Trust Documents.

429. “**Third-Party Payor Trust Documents**” means the documents governing: (a) the Third-Party Payor Trust; (b) the flow of consideration from the Opioid MDT II to the Third-Party Payor Trust; (c) submission, resolution, and distribution procedures in respect of all Third-Party Payor Opioid Claims (including Opioid Demands); and (d) the flow of distributions, payments or flow of funds made from the Third-Party Payor Trust after the Effective Date.

430. “**Trade Claim**” means an Unsecured Claim for the provision of goods and services to the Debtors held by a Trade Claimant or such Trade Claimant’s successor in interest (through sale of such Unsecured Claim or otherwise).

431. **“Trade Claimant”** means trade creditors, service providers and other vendors who provide goods and services necessary for the Debtors continued operations, including those creditors described in (a) *Motion of Debtors for Interim and Final Orders Authorizing the Debtors to Pay Prepetition Claims of Critical Vendors* [Docket No. 6], (b) *Motion of Debtors for Interim and Final Orders Authorizing the Debtors to Pay Prepetition Claims of Foreign Vendors* [Docket No. 14], and (c) *Motion of Debtors for Interim and Final Orders (A) Authorizing Payment of Lienholder Claims and (B) Authorizing Payment of Section 503(b)(9) Claims* [Docket No. 11].

432. **“Trade Claim Cash Pool”** means Cash pool of up to \$50,000,000<sup>2</sup> to be distributed in accordance with the terms of the Plan.

433. **“Trade Claim Cash Pool Unallocated Amount”** means any unallocated amounts from the Trade Claim Cash Pool.

434. **“Transaction Fees”** means the “Transaction Fees” as defined in the Restructuring Expenses Order.

435. **“Transfer Agreement”** means one or more equity and asset transfer agreements between one or more Debtors and/or Reorganized Debtors, which shall be included in the Plan Supplement.

436. **“Tribe”** means any American Indian or Alaska Native Tribe, band, nation, pueblo, village or community, that the U.S. Secretary of the Interior acknowledges as an Indian Tribe, as provided in the Federally Recognized Tribe List Act of 1994, 25 U.S.C. § 5130, and as periodically listed by the U.S. Secretary of the Interior in the Federal Register pursuant to 25 U.S.C. § 5131; and any “Tribal Organization” as provided in the Indian Self-Determination and Education Assistance Act of 1975, as amended, 25 U.S.C. § 5304(l).

437. **“Tribe Opioid Claimants”** means a Holder of a Tribe Opioid Claim.

438. **“Tribe Opioid Claims”** means any Opioid Claims (including Opioid Demands) held by a Tribe.

439. **“Tribe Opioid Claims Share”** means a percentage of the Public Opioid Creditor Share, which percentage shall be (i) 2.90% of the first \$625 million received on account of the Public Opioid Creditor Share, increased by the Public School Distribution Adjustment, (ii) 2.95% of amounts received in excess of \$625 million and up to and including \$1.25 billion on account of the Public Opioid Creditor Share, and (iii) 3.0% of amounts received in excess of \$1.25 billion on account of the Public Opioid Creditor Share. The amount paid under subclause (i) shall be increased by the amount of the Public School Distribution Adjustment.

440. **“Trust Expenses”** means any reasonable and documented fees and expenses incurred by the Governmental Plaintiff Ad Hoc Committee and the MSGE Group on or after the Effective Date in connection with the administration of the Opioid MDT II, excluding, for the avoidance of doubt, the reasonable and documented fees and expenses incurred in connection with implementation of the Plan.

441. **“UCC Appendix”** means **Exhibit 6** hereto.

442. **“UCC Settlement”** means the settlement described in that certain *Mallinckrodt GUC Settlement Term Sheet*, filed at [Docket No. 4121-1], as the same may be amended or modified from time to time in accordance with its terms.

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<sup>2</sup> The Debtors estimate there will be approximately \$25 million of Allowed Trade Claims.

443. “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

444. “*Unimpaired*” means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

445. “*United States*” means the United States of America, its agencies, departments, or agents.

446. “*United States Trustee*” means the Office of the United States Trustee for the District of Delaware.

447. “*Unsecured Claim*” means a claim that is not secured by a Lien on property in which one of the Debtors’ Estates has an interest.

448. “*U.S. Government*” means the executive branch of the United States of America.

449. “*U.S. Government Opioid Claimants*” means a Holder of an U.S. Government Opioid Claim, including Holders of FHCA Opioid Claims.

450. “*U.S. Government Opioid Claims*” means any Opioid Claims (including Opioid Demands) held by the United States against the Debtors, including any civil, non-fraud FHCA Opioid Claims.

451. “*U.S. Government-Opioid Claimant Medical Expense Claim*” means any healthcare-related claim, Cause of Action or Lien (including a subrogation claim or reimbursement claim), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, choate or inchoate, (i) against a Holder of an Opioid Claim or the recoveries of a Holder of an Opioid Claim pursuant to the Opioid Creditor Trust Documents or under the Plan, (ii) held by any of the FHCA or their respective health insurance programs, and (iii) on account of opioid injury-related conditional payments made by such programs or agencies to, on behalf of, or in respect of, such Holders of Opioid Claims. U.S. Government-Opioid Claimant Medical Expense Claims shall also include, for the avoidance of doubt, the U.S. Government Payor Statutory Rights.

452. “*U.S. Government-Opioid Claimant Medical Expense Claim Release*” means the release of U.S. Government-Opioid Claimant Medical Expense Claims as set forth in Article IV.X.10 herein.

453. “*U.S. Government Payor Statutory Rights*” shall mean the United States’ rights under the Medicare Secondary Payer Act, 42 USC §§ 1395y(b) (“*MSP*”), section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) (“*MMSEA*”), and the Federal Medical Care Recovery Act (“*FMCRA*”), 42 U.S.C. §§ 2651-2653.

454. “*VI Opioid Claim*” means any Opioid Claim in any way arising, in whole or in part, from a violation of the Voluntary Injunction or the Opioid Operating Injunction that occurred on or after the Petition Date, *provided* that nothing in the Plan shall be construed as conferring administrative priority on any Opioid Claim arising before the Petition Date, and in the event any Person asserts an Opioid Claim based on a violation of the Voluntary Injunction or the Opioid Operating Injunction that occurred on or after the Petition Date and on any other conduct or circumstances, only that portion of such Opioid Claim attributable to such violation that occurred on or after the Petition Date shall be a VI Opioid Claim.

455. “*VI-Specific Debtors*” means Mallinckrodt Enterprises LLC, Mallinckrodt LLC, and SpecGx LLC, and each of their current and former subsidiaries (solely to the extent such Entity existed as such a subsidiary from and after the Petition Date), predecessors, successors, joint ventures, divisions and

assigns, as well as the foregoing entities' Representatives, to the extent that such Representatives are acting within the scope of their engagement or employment.

456. **“Voluntary Injunction”** means that certain Voluntary Injunction annexed to the *Order Granting Certain Debtors’ Motion for Injunctive Relief Pursuant to 11 U.S.C. § 105 with Respect to the Voluntary Injunction* entered by the Bankruptcy Court in Adversary Proceeding No. 20-50850 on January 8, 2021 [Adv. Pro. Docket No. 196].

457. **“Voting Representative”** means a Firm representing Holders of Claims in any of the Master Ballot Classes who has returned a properly completed Solicitation Directive (as such terms are defined in the Disclosure Statement Order).

458. **“Work Plan”** has the meaning set forth in Article IV.BB.3.

459. **“Workers’ Compensation Contracts”** means the Debtors’ written contracts, agreements, agreements of indemnity, self-insured workers’ compensation bonds, policies, programs, and Plans for workers’ compensation and workers’ compensation Insurance Contracts.

## B. *Rules of Interpretation*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (d) any reference to any Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (e) unless otherwise specified, all references herein to “Articles” are references to Articles of the Plan; (f) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document created or entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (i) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (j) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interests,” “Holders of Interests,” “Disputed Interests,” and the like, as applicable; (k) captions and headings to Articles and subdivisions thereof are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (l) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (m) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (n) unless otherwise specified, all references to statutes, regulations, orders, rules of courts, and the like shall mean as in effect on the Effective Date and as applicable to the Chapter 11 Cases; (o) any effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and such interpretation shall control; (p) references to docket numbers are references to the docket numbers of documents Filed in the Chapter

11 Cases under the Bankruptcy Court's CM/ECF system; and (q) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

3. All references in the Plan to monetary figures refer to currency of the United States of America, unless otherwise expressly provided.

4. Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

C. *Consent Rights of Supporting Parties*

Notwithstanding anything to the contrary in the Plan, the Confirmation Order, or the Disclosure Statement, any and all consent and approval rights of the Supporting Parties set forth in the Restructuring Support Agreement with respect to the form and substance of any Definitive Document (as defined in the Restructuring Support Agreement), including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I.A) and fully enforceable as if stated in full herein.

D. *Consent Rights of Official Committee of Opioid-Related Claimants and Future Claimants' Representative*

In accordance with the OCC Settlement, the following (including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents) shall be reasonably acceptable to the Official Committee of Opioid-Related Claimants and the Future Claimants' Representative: (i) the Opioid MDT II Documents, (ii) the Opioid MDT II Cooperation Agreement, (iii) the schedule of retained Causes of Action, (iv) the Opioid Operating Injunction, (v) the term sheet setting forth the material terms of the Opioid Deferred Cash Payment Terms, and (vi) the provisions of the Plan and Confirmation Order regarding implementation of the OCC Settlement.

E. *Consent Rights of Official Committee of Unsecured Creditors*

In accordance with the UCC Settlement, the following (including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents) shall be reasonably acceptable to the Official Committee of Unsecured Creditors: (i) the GUC Trust Cooperation Agreement, (ii) the General Unsecured Claim Trust Documents, and (iii) the provisions of the Plan and Confirmation Order necessary to implement the UCC Settlement.

F. *Consent Rights of Ad Hoc Second Lien Notes Group*

In accordance with the Second Lien Notes Settlement, (i) the New Second Lien Notes Documentation shall be consistent with the Second Lien Notes Settlement and otherwise reasonably acceptable to the Ad Hoc Second Liens Notes Group and (ii) the provisions of the Plan and Confirmation Order necessary to implement the Section Lien Notes Settlement shall be consistent with the Second Lien Notes Settlement and otherwise reasonably acceptable to the Ad Hoc Second Liens Notes Group.

## Article II.

### ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, OTHER PRIORITY CLAIMS, AND UNITED STATES TRUSTEE STATUTORY FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, and Other Priority Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III.

#### A. *Administrative Claims*

##### 1. General Administrative Claims

Subject to the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed General Administrative Claim and the applicable Debtor(s) or Reorganized Debtor(s), as applicable, agree to less favorable treatment with respect to such Allowed General Administrative Claim, each Holder of an Allowed General Administrative Claim will receive, in full and final satisfaction of its General Administrative Claim, an amount in Cash equal to the unpaid amount of such Allowed General Administrative Claim in accordance with the following: (a) if such General Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (b) if such General Administrative Claim is Allowed after the Effective Date, on the date such General Administrative Claim is Allowed or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (c) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as the case may be; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; *provided* that Allowed General Administrative Claims that arise in the ordinary course of the Debtors' business during the Chapter 11 Cases shall be paid in full in Cash in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice.

For the avoidance of doubt and notwithstanding anything to the contrary herein, all Opioid Claims arising after the Petition Date and based upon or arising from the Debtors' pre-Effective Date conduct or activities (and excluding, for the avoidance of doubt, any VI Opioid Claims), shall receive the treatment set forth herein for Classes 8(a)-8(d) and 9(a)-9(j) (as applicable) and shall not receive the treatment described above for General Administrative Claims. Upon the Effective Date, all General Administrative Claims that are Opioid Claims shall be channeled to the Opioid MDT II or the Opioid Creditor Trusts, as applicable, as set forth in Articles IV.W.5, IV.X.5, and IX.H herein, and shall no longer have General Administrative Claim status. For the avoidance of doubt and notwithstanding anything to the contrary herein, to the extent incurred prior to the Effective Date, the New Credit Facilities shall survive the Effective Date and shall not constitute General Administrative Claims entitled to the treatment set forth in this Article II.A.1.

##### 2. Professional Fee Claims, Restructuring Expenses, and Post Effective Date Implementation Expenses

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than 45 days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders. The Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash to such Retained Professionals in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after

such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; *provided* that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

No later than the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash to the Retained Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, claims, or interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates of the Debtors or the Reorganized Debtors. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash to the Retained Professionals pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall be remitted to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity being required.

The Retained Professionals shall deliver to the Debtors a reasonable and good-faith estimate of their unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date projected to be outstanding as of the anticipated Effective Date, and shall deliver such estimate no later than five Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Retained Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court, and such Retained Professionals are not bound to any extent by the estimates. If a Retained Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Retained Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided* that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

For the avoidance of doubt, all Restructuring Expenses and Post Effective Date Implementation Expenses shall be paid in accordance with Article IV.S of the Plan, and the terms under this Article II.A.2 shall not apply to the parties entitled to receive the Restructuring Expenses. The Reorganized Debtors shall pay the Post Effective Date Implementation Expenses that they incur on or after the Effective Date in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court.

### 3. Administrative Claims Bar Date

Except for any Administrative Claim subject to the Initial Administrative Claims Bar Date, all requests for payment of an Administrative Claim (excluding, for the avoidance of doubt, VI Opioid Claims, Cure Costs, Professional Fee Claims, the Disinterested Managers Fees and Expenses, Restructuring Expenses, Administrative Claims held by a Debtor or Non-Debtor Affiliate against a Debtor, Indenture Trustee Fees (to the extent they would be Administrative Claims) or United States Trustee quarterly fees payable pursuant to Article II.C below) that accrued on or before the Effective Date that were not otherwise satisfied in the ordinary course of business must be Filed with the Bankruptcy Court and served on the Debtors no later than the Administrative Claims Bar Date. If a Holder of an Administrative Claim (excluding, for the avoidance of doubt, VI Opioid Claims, Cure Costs, Professional Fee Claims,

Restructuring Expenses, Indenture Trustee Fees (to the extent they would be Administrative Claims) or United States Trustee quarterly fees payable pursuant to Article II.C below) is required to, but does not, File and serve a request for payment of such Administrative Claim by the Administrative Claims Bar Date, such Administrative Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been interposed within three months following the subsequent filing and service of such request or as otherwise set by the Bankruptcy Court or such an objection is so interposed and the Claim has been Allowed by a Final Order; *provided* that any Claim Filed after entry of a decree closing the Debtors' Chapter 11 Cases shall not be Allowed unless the Holder of such Claim obtains an order of the Bankruptcy Court allowing such Claim. For the avoidance of doubt, Administrative Claims that were subject to the Initial Administrative Claims Bar Date, proof of which was not timely submitted in accordance with the Initial Administrative Claims Bar Date Order, shall be disallowed.

The Reorganized Debtors, in their sole and absolute discretion, may settle Administrative Claims in the ordinary course of business without further Bankruptcy Court approval. The Debtors or the Reorganized Debtors, as applicable, may also choose to object to any Administrative Claim no later than the Administrative Claims Objection Deadline, subject to extensions by the Bankruptcy Court, agreement in writing of the parties, or on motion of a party in interest approved by the Bankruptcy Court. Unless the Debtors or the Reorganized Debtors (or other party with standing) object to a timely-Filed and properly served Administrative Claim, such Administrative Claim will be deemed Allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court will determine whether such Administrative Claim should be Allowed and, if so, in what amount.

Notwithstanding anything to the contrary herein, VI Opioid Claims shall not be subject to any Administrative Claims Bar Date or any procedures governing the assertion of, and objection to, Administrative Claims contained in the Plan. All VI Opioid Claims shall survive Confirmation and Consummation of the Plan and shall be obligations of the relevant Debtors and/or Reorganized Debtors, as applicable, enforceable in any court of competent jurisdiction.

**B. *Priority Tax Claims***

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor(s) against which such Allowed Priority Tax Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an amount agreed to by the applicable Debtor or Reorganized Debtor, as applicable, and such Holder; *provided* that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (3) at the option of the Debtors, Cash in an aggregate amount of such Allowed Priority Claim payable in installment payments over a period not more than five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on or before the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

**C. *Other Priority Claims***

Except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor(s) against which such Allowed Other Priority Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim due and payable on or prior to the Effective Date shall receive,

as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Other Priority Claim; or (2) Cash in an amount agreed to by the applicable Debtor or Reorganized Debtor, as applicable, and such Holder. To the extent any Allowed Other Priority Claim is not due and owing on or before the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors (or the Reorganized Debtors, as applicable) and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

**D. *United States Trustee Statutory Fees***

The Debtors and the Reorganized Debtors, as applicable, shall pay all quarterly fees due to the United States Trustee under 28 U.S.C § 1930(a)(6), plus any interest due and payable under 31 U.S.C. § 3717 on all disbursements, including Plan payments and disbursements in and outside the ordinary course of the Debtors' or Reorganized Debtors' business (or such amount agreed to with the United States Trustee or ordered by the Bankruptcy Court), for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

**Article III.**

**CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

**A. *Classification of Claims***

The Plan constitutes a separate chapter 11 Plan of reorganization for each Debtor. The provisions of this Article III govern Claims against and Interests in the Debtors. Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims and Interests are placed in Classes for each of the applicable Debtors. For all purposes under this Plan, each Class will exist for each of the Debtors; *provided*, that any Class that is vacant as to a particular Debtor will be treated in accordance with Article III.G below. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, Priority Tax Claims, and Other Priority Claims as described in Article II.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or an Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

**Summary of Classification and Treatment of Claims and Interests**

<b>Class</b>	<b>Claim</b>	<b>Status</b>	<b>Voting Rights</b>
1	Other Secured Claims	Unimpaired	Presumed to Accept
2(a)	First Lien Revolving Credit Facility Claims	Unimpaired	Presumed to Accept
2(b)	2024 First Lien Term Loan Claims	Unimpaired or Impaired	Presumed to Accept or Entitled to Vote
2(c)	2025 First Lien Term Loan Claims	Unimpaired or Impaired	Presumed to Accept or Entitled to Vote
3	First Lien Notes Claims	Unimpaired or Impaired	Presumed to Accept or Entitled to Vote
4	Second Lien Notes Claims	Impaired	Entitled to Vote
5	Guaranteed Unsecured Notes Claims	Impaired	Entitled to Vote
6(a)	Acthar Claims	Impaired	Entitled to Vote
6(b)	Generics Price Fixing Claims	Impaired	Entitled to Vote
6(c)	Asbestos Claims	Impaired	Entitled to Vote
6(d)	Legacy Unsecured Notes Claims	Impaired	Entitled to Vote
6(e)	Environmental Claims	Impaired	Entitled to Vote
6(f)	Other General Unsecured Claims	Impaired	Entitled to Vote
6(g)	4.75% Unsecured Notes Claims	Impaired	Entitled to Vote
7	Trade Claims	Impaired	Entitled to Vote
8(a)	State Opioid Claims	Impaired	Entitled to Vote
8(b)	Municipal Opioid Claims	Impaired	Entitled to Vote
8(c)	Tribe Opioid Claims	Impaired	Entitled to Vote
8(d)	U.S. Government Opioid Claims	Impaired	Entitled to Vote
9(a)	Third-Party Payor Opioid Claims	Impaired	Entitled to Vote
9(b)	PI Opioid Claims	Impaired	Entitled to Vote
9(c)	NAS PI Opioid Claims	Impaired	Entitled to Vote
9(d)	Hospital Opioid Claims	Impaired	Entitled to Vote
9(e)	Ratepayer Opioid Claims	Impaired	Entitled to Vote
9(f)	NAS Monitoring Opioid Claims	Impaired	Entitled to Vote
9(g)	Emergency Room Physicians Opioid Claims	Impaired	Entitled to Vote
9(h)	Other Opioid Claims	Impaired	Entitled to Vote
9(i)	No Recovery Opioid Claims	Impaired	Deemed to Reject
9(j)	Released Co-Defendant Claims	Impaired	Deemed to Reject
10	Settled Federal/State Acthar Claims	Impaired	Entitled to Vote
11	Intercompany Claims	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject
12	Intercompany Interests	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject
13	Subordinated Claims	Impaired	Deemed to Reject
14	Equity Interests	Impaired	Deemed to Reject

B. *Treatment of Claims and Interests*

1. *Class 1 — Other Secured Claims*

- a. *Classification:* Class 1 consists of all Other Secured Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim, at the option of the applicable Debtor, shall (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim Unimpaired, in each case, as determined by the Debtors with the reasonable consent of the Required Supporting Unsecured Noteholders, the Governmental Plaintiff Ad Hoc Committee, and the MSGE Group and following consultation with the Supporting Term Lenders.
- c. *Voting:* Class 1 is Unimpaired, and Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Secured Claims are not entitled to vote to accept or reject the Plan.

2. *Class 2 — First Lien Credit Agreement Claims*

a. *Class 2(a) — First Lien Revolving Credit Facility Claims*

- (i) *Classification:* Class 2(a) consists of all First Lien Revolving Credit Facility Claims.
- (ii) *Allowance:* The First Lien Revolving Credit Facility Claims shall be Allowed in the aggregate principal amount of \$900,000,000 minus any payments expressly designated as payments of principal of loans under the First Lien Revolving Credit Facility prior to the Effective Date, plus the amount of any First Lien Revolving Credit Facility Accrued and Unpaid Interest, plus any other accrued and unpaid First Lien Obligations (other than principal or interest) directly or ratably applicable to the First Lien Revolving Credit Facility Claims, but excluding any Claims (i) arising under or related to the 2024 First Lien Term Loan or the 2025 First Lien Term Loan, (ii) for default rate interest under Section 2.13(c) of the First Lien Credit Agreement in excess of the non-default rate applicable under Section 2.13(a) or (b) of the First Lien Credit Agreement, and (iii) for interest based on the asserted conversion of any “Eurocurrency Borrowing” to an “ABR Borrowing” (each as defined in the First Lien Credit Agreement) under Section 2.07(e) of the First Lien Credit Agreement, to the extent such interest exceeds the interest payable on such borrowing as a Eurocurrency Borrowing; provided that, notwithstanding anything to the contrary in the Plan, the Cash Collateral Order or the First Lien Credit Agreement, all adequate protection payments made by the Debtors to the First Lien Revolving Lenders and their agents and professionals pursuant to the Cash Collateral Order during the Chapter 11 Cases shall be retained by the First Lien Revolving Lenders and their

agents and professionals, as applicable, and not recharacterized as principal payments or otherwise subject to disgorgement, recovery, or avoidance by any party under any legal or equitable theory regardless of whether such payments arguably exceed the Allowed amount of the First Lien Revolving Credit Facility Claims.

- (iii) *Treatment:* Each Holder of an Allowed First Lien Revolving Credit Facility Claim shall receive, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claim, its Pro Rata Share of repayment in full in Cash of such Claims as set forth above. For the avoidance of doubt, the foregoing treatments shall not be, and shall not be deemed, a distribution or payment in respect of Shared Collateral.
- (iv) *Voting:* Class 2(a) is Unimpaired, and Holders of First Lien Revolving Credit Facility Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of First Lien Revolving Credit Facility Claims are not entitled to vote to accept or reject the Plan.

b. *Class 2(b) — 2024 First Lien Term Loan Claims*

- (i) *Classification:* Class 2(b) consists of all 2024 First Lien Term Loan Claims.
- (ii) *Allowance:* The 2024 First Lien Term Loan Claims shall be Allowed in the aggregate principal amount of the 2024 First Lien Term Loans Outstanding Amount plus the amount of any First Lien Term Loans Accrued and Unpaid Interest plus any other accrued and unpaid First Lien Obligations (other than principal or interest), in each case directly or ratably applicable to the 2024 First Lien Term Loan Claims; *provided that*, notwithstanding anything to the contrary in the Plan, the Cash Collateral Order or the First Lien Credit Agreement, all adequate protection payments made by the Debtors to Holders of 2024 First Lien Term Loan Claims and their agents and professionals pursuant to the Cash Collateral Order during the Chapter 11 Cases shall be retained by such Holders and their agents and professionals, as applicable, and not recharacterized as principal payments (other than payments of principal made on or prior to April 23, 2021 and First Lien Term Loan Principal Payments) or otherwise subject to disgorgement, recovery, or avoidance by any party under any legal or equitable theory regardless of whether such payments arguably exceed the Allowed amount of the 2024 First Lien Term Loan Claims.
- (iii) *Treatment:* Each Holder of an Allowed 2024 First Lien Term Loan Claim shall receive, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claim, at the Debtors' option, either (a) (x) its Pro Rata Share of the New Takeback Term Loans *plus* (y) repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2024 First Lien Term Loan Claims *plus* (z) its Pro Rata Share of the Term Loan Exit Payment attributable to the 2024 First Lien Term Loan Claims or (b) (x) repayment of such Claims in full in Cash in an amount equal to its Pro Rata Share of the 2024 First Lien Term Loans Outstanding Amount *plus*

(y) repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2024 First Lien Term Loan Claims *plus* (z) its Pro Rata Share of the Term Loan Exit Payment attributable to the 2024 First Lien Term Loan Claims. For the avoidance of doubt, neither of the foregoing treatments or any component thereof are, nor shall such treatments or any component thereof be deemed, a distribution or payment in respect of Shared Collateral.

- (iv) *Voting:* Class 2(b) is either (a) Impaired if receiving the New Takeback Term Loans, and, in such case, Holders of 2024 First Lien Term Loan Claims are entitled to vote to accept or reject the Plan or (b) Unimpaired if repaid in full in Cash, and, in such case, Holders of 2024 First Lien Term Loans are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code (and, therefore, Holders of 2024 First Lien Term Loan Claims are not entitled to vote to accept or reject the Plan).

c. *Class 2(c) — 2025 First Lien Term Loan Claims*

- (i) *Classification:* Class 2(c) consists of all 2025 First Lien Term Loan Claims.
- (ii) *Allowance:* The 2025 First Lien Term Loan Claims shall be Allowed in the aggregate principal amount of the 2025 First Lien Term Loans Outstanding Amount plus the amount of any First Lien Term Loans Accrued and Unpaid Interest plus any other accrued and unpaid First Lien Obligations (other than principal or interest), in each case directly or ratably applicable to the 2025 First Lien Term Loan Claims; *provided that*, notwithstanding anything to the contrary in the Plan, the Cash Collateral Order or the First Lien Credit Agreement, all adequate protection payments made by the Debtors to Holders of 2025 First Lien Term Loan Claims and their agents and professionals pursuant to the Cash Collateral Order during the Chapter 11 Cases shall be retained by such Holders and their agents and professionals, as applicable, and not recharacterized as principal payments (other than payments of principal made on or prior to April 23, 2021 and First Lien Term Loan Principal Payments) or otherwise subject to disgorgement, recovery, or avoidance by any party under any legal or equitable theory regardless of whether such payments arguably exceed the Allowed amount of the 2025 First Lien Term Loan Claims.
- (iii) *Treatment:* Each Holder of an Allowed 2025 First Lien Term Loan Claim shall receive, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claims, at the Debtors' option, either (a) (x) its Pro Rata Share of the New Takeback Term Loans *plus* (y) repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2025 First Lien Term Loan Claims *plus* (z) its Pro Rata Share of the Term Loan Exit Payment attributable to the 2025 First Lien Term Loan Claims or (b) (x) repayment of such Claims in full in Cash in an amount equal to its Pro Rata Share of the 2025 First Lien Term Loans Outstanding Amount *plus* (y) repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2025 First Lien

Term Loan Claims *plus* (z) its Pro Rata Share of the Term Loan Exit Payment attributable to the 2025 First Lien Term Loan Claims. For the avoidance of doubt, neither of the foregoing treatments or any component thereof are, nor shall such treatments or any component thereof be deemed, a distribution or payment in respect of Shared Collateral.

- (iv) *Voting:* Class 2(c) is either (a) Impaired if receiving the New Takeback Term Loans, and, in such case, Holders of 2025 First Lien Term Loan Claims are entitled to vote to accept or reject the Plan or (b) Unimpaired if repaid in full in Cash, and, in such case, Holders of 2025 First Lien Term Loans are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code (and, therefore, Holders of 2025 First Lien Term Loan Claims are not entitled to vote to accept or reject the Plan).

3. *Class 3 — First Lien Notes Claims*

- a. *Classification:* Class 3 consists of all First Lien Notes Claims.
- b. *Allowance:* On the Effective Date, the First Lien Notes Claims shall be Allowed in the aggregate principal amount of \$495,032,000.00 minus any express payments of principal of the First Lien Notes prior to the Effective Date, plus accrued and unpaid Allowed interest on such principal amount, plus any other Allowed unpaid premiums, fees, costs, or other amounts due and owing pursuant to the First Lien Notes Indenture.
- c. *Treatment:* If at the time of Confirmation (i) the First Lien Notes Makewhole Claims are not Allowed and (ii) the Allowed First Lien Notes Claims may be reinstated without the First Lien Notes Makewhole Claims being Allowed, all Allowed First Lien Notes Claims shall be Reinstated. Otherwise, all Allowed First Lien Notes Claims shall receive, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claims, at the Debtors' option, either (1) the Cram-Down First Lien Notes in a face amount equal to the amount of such Allowed First Lien Notes Claims or (2) Cash in an amount equal to the amount of such Allowed First Lien Notes Claims, *provided* that the treatment in this clause (2) shall only be permitted in the event (x) the Cash used to fund the payment of the principal amount of the First Lien Notes Claims is derived from the proceeds of indebtedness incurred to fund such payment (it being understood that this restriction does not apply to any First Lien Notes Makewhole Claims, if Allowed) or (y) the First Lien Term Loan Claims have been paid or are paid contemporaneously in full in Cash.
- d. *Voting:* Class 3 is either (i) Impaired, if receiving the Cram-Down First Lien Notes, and Holders of First Lien Notes Claims are entitled to vote to accept or reject the Plan, or (ii) Unimpaired either if the Allowed First Lien Notes Claims are Reinstated or if receiving Cash, and Holders of First Lien Notes Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code (and, therefore, Holders of First Lien Notes Claims are not entitled to vote to accept or reject the Plan).

4. Class 4 — Second Lien Notes Claims

- a. *Classification:* Class 4 consists of all Second Lien Notes Claims.
- b. *Allowance:* On the Effective Date, the Second Lien Notes Claims shall be Allowed in the aggregate principal amount of \$322,868,000.00 minus any express payments of principal of the Second Lien Notes prior to the Effective Date, plus accrued and unpaid Allowed interest on such principal amount, plus any other Allowed unpaid fees, costs, or other amounts due and owing pursuant to the Second Lien Notes Indenture; *provided* that, notwithstanding anything to the contrary in the Plan or the Cash Collateral Order, all adequate protection payments made by the Debtors to Holders of Second Lien Notes Claims, their agents, and their respective professionals pursuant to the Cash Collateral Order during the Chapter 11 Cases shall be retained by such Holders, agents, and professionals, as applicable, and not recharacterized as principal payments or otherwise subject to disgorgement, turnover, recovery, avoidance, recharacterization or any other similar claim by any party under any legal or equitable theory regardless of whether such payments arguably exceed the Allowed amount of the Second Lien Notes Claims. For the avoidance of doubt, in connection with the treatment of Second Lien Notes Claims provided herein, the Second Lien Notes Makewhole Claims shall not be Allowed.
- c. *Treatment:* Each Holder of an Allowed Second Lien Notes Claim shall receive, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claim, its Pro Rata Share of the New Second Lien Notes. For the avoidance of doubt, the foregoing treatment shall not be deemed a distribution or payment in respect of Shared Collateral.
- d. *Voting:* Class 4 is Impaired, and Holders of Second Lien Notes Claims are entitled to vote to accept or reject the Plan.

5. Class 5 — Guaranteed Unsecured Notes Claims

- a. *Classification:* Class 5 consists of all Guaranteed Unsecured Notes Claims.
- b. *Allowance:* The Guaranteed Unsecured Notes Claims shall be Allowed in the following amounts:
  - (i) the 5.75% Senior Notes Claims shall be Allowed in the amount of not less than \$610,304,000.00, plus accrued but unpaid interest as of the Petition Date;
  - (ii) the 5.625% Senior Notes Claims shall be Allowed in the amount of not less than \$514,673,000.00, plus accrued but unpaid interest as of the Petition Date; and
  - (iii) the 5.50% Senior Notes Claims shall be Allowed in the amount of not less than \$387,207,000.00, plus accrued but unpaid interest as of the Petition Date.
- c. *Treatment:* Except to the extent that a Holder of an Allowed Guaranteed Unsecured Notes Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Guaranteed Unsecured Notes Claim, on the Effective Date (or as soon as practicable

thereafter), each Holder of an Allowed Guaranteed Unsecured Notes Claim shall receive its Pro Rata Share of (i) the Takeback Second Lien Notes and (ii) 100% of New Mallinckrodt Ordinary Shares, subject to dilution on account of the New Opioid Warrants and the Management Incentive Plan.

- d. *Voting:* Class 5 is Impaired, and Holders of Guaranteed Unsecured Notes Claims are entitled to vote to accept or reject the Plan.

6. *Class 6— General Unsecured Claims*

Each Holder of an Allowed Claim in Class 6(a)-(g) shall receive, in full and final satisfaction, settlement, release and discharge of such Claim, the recoveries set forth in Class 6(a)-(g) below, subject to adjustment to the allocation of General Unsecured Claims Trust Consideration solely to ensure that the recoveries of each Class 6 subclass satisfies the requirements of the Bankruptcy Code.

a. *Class 6(a)— Acthar Claims*

- (i) *Classification:* Class 6(a) consists of all Acthar Claims.
- (ii) *Treatment:* Except to the extent that a Holder of an Allowed Acthar Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Acthar Claim, each Holder of an Allowed Acthar Claim shall receive its Pro Rata Share of the Acthar Claims Recovery.
- (iii) *Voting:* Class 6(a) is Impaired, and Holders of Acthar Claims are entitled to vote to accept or reject the Plan.

b. *Class 6(b)— Generics Price Fixing Claims*

- (i) *Classification:* Class 6(b) consists of all Generics Price Fixing Claims.
- (ii) *Treatment:* Except to the extent that a Holder of an Allowed Generics Price Fixing Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Generics Price Fixing Claim, each Holder of an Allowed Generics Price Fixing Claim shall receive its Pro Rata Share of the Generics Price Fixing Claims Recovery.
- (iii) *Voting:* Class 6(b) is Impaired, and Holders of Generics Price Fixing Claims are entitled to vote to accept or reject the Plan.

c. *Class 6(c)— Asbestos Claims*

- (i) *Classification:* Class 6(c) consists of all Asbestos Claims.
- (ii) *Treatment:* Except to the extent that a Holder of an Allowed Asbestos Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Asbestos Claim, each Holder of an Allowed Asbestos Claim shall receive its Pro Rata Share of the Asbestos Claims Recovery.

(iii) *Voting:* Class 6(c) is Impaired, and Holders of Asbestos Claims are entitled to vote to accept or reject the Plan.

d. *Class 6(d) — Legacy Unsecured Notes Claims*

(i) *Classification:* Class 6(d) consists of all Legacy Unsecured Notes Claims.

(ii) *Treatment:* Except to the extent that a Holder of an Allowed Legacy Unsecured Notes Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Legacy Unsecured Notes Claim, each Holder of an Allowed Legacy Unsecured Notes Claim shall receive its Pro Rata Share of the Legacy Unsecured Notes Recovery.

(iii) *Voting:* Class 6(d) is Impaired, and Holders of Legacy Unsecured Notes Claims are entitled to vote to accept or reject the Plan.

e. *Class 6(e) — Environmental Claims*

(i) *Classification:* Class 6(e) consists of all Environmental Claims.

(ii) *Treatment:* Except to the extent that a Holder of an Allowed Environmental Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Environmental Claim, each Holder of an Allowed Environmental Claim shall receive its Pro Rata Share of the Environmental Claims / Other General Unsecured Claims Recovery.

(iii) *Voting:* Class 6(e) is Impaired, and Holders of Environmental Claims are entitled to vote to accept or reject the Plan.

f. *Class 6(f) — Other General Unsecured Claims*

(i) *Classification:* Class 6(f) consists of all Other General Unsecured Claims.

(ii) *Treatment:* Except to the extent that a Holder of an Allowed Other General Unsecured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other General Unsecured Claim, each Holder of an Allowed Other General Unsecured Claim shall receive its Pro Rata Share of the Environmental Claims / Other General Unsecured Claims Recovery.

(iii) *Voting:* Class 6(f) is Impaired, and Holders of Other General Unsecured Claims are entitled to vote to accept or reject the Plan.

g. *Class 6(g) — 4.75% Unsecured Notes Claims*

(i) *Classification:* Class 6(g) consists of all 4.75% Unsecured Notes Claims.

(ii) *Treatment:* Except to the extent that a Holder of an Allowed 4.75% Unsecured Notes Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed 4.75% Unsecured Notes Claim, each Holder of an Allowed

4.75% Unsecured Notes Claim shall receive its Pro Rata Share of the 4.75% Unsecured Notes Recovery.

- (iii) *Voting:* Class 6(g) is Impaired, and Holders of 4.75% Unsecured Notes Claims are entitled to vote to accept or reject the Plan.

7. Class 7 — Trade Claims

- a. *Classification:* Class 7 consists of all Trade Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Trade Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Trade Claim and as consideration for maintaining Favorable Trade Terms, each Holder of an Allowed Trade Claim that votes to accept the Plan and agrees to maintain Favorable Trade Terms in accordance with the requirements set forth in the Disclosure Statement Order shall receive its Pro Rata Share of the Trade Claim Cash Pool up to the Allowed Amount of such Claim. If the Holder of an Allowed Trade Claim votes to reject the Plan or does not agree to maintain Favorable Trade Terms in accordance with the requirements set forth in the Disclosure Statement Order, such Holder shall receive its Pro Rata Share of the Environmental Claims / Other General Unsecured Claims Recovery.
- c. *Voting:* Class 7 is Impaired, and Holders of Trade Claims are entitled to vote to accept or reject the Plan.

8. Class 8 — Governmental Opioid Claims

a. Class 8(a) — State Opioid Claims

- (i) *Classification:* Class 8(a) consists of all State Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all State Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for State Opioid Claims shall be assumed by, the NOAT II. Each State Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the NOAT II Documents and shall receive a recovery, if any, from the State and Municipal Government Opioid Claims Share. The NOAT II shall be funded in accordance with the provisions of this Plan. The sole recourse of any State Opioid Claimant on account of its State Opioid Claim shall be to the NOAT II, and each such State Opioid Claimant shall have no right whatsoever at any time to assert its State Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such State Opioid Claims, and may not proceed in any manner against any Protected Party on account of such State Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the NOAT II in respect of State Opioid Claims shall be used solely for Approved Uses, in accordance with the NOAT II Documents.

- (iii) *Voting:* Class 8(a) is Impaired, and Holders of State Opioid Claims are entitled to vote to accept or reject the Plan.

b. *Class 8(b) — Municipal Opioid Claims*

- (i) *Classification:* Class 8(b) consists of all Municipal Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all Municipal Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Municipal Opioid Claims shall be assumed by, the NOAT II. Each Municipal Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the NOAT II Documents and shall receive a recovery, if any, from the State and Municipal Government Opioid Claims Share. The NOAT II shall be funded in accordance with the provisions of this Plan. The sole recourse of any Municipal Opioid Claimant on account of its Municipal Opioid Claim shall be to the NOAT II, and each such Municipal Opioid Claimant shall have no right whatsoever at any time to assert its Municipal Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Municipal Opioid Claims, and may not proceed in any manner against any Protected Party on account of such Municipal Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the NOAT II in respect of Municipal Opioid Claims shall be used solely for Approved Uses, in accordance with the NOAT II Documents.
- (iii) *Voting:* Class 8(b) is Impaired, and Holders of Municipal Opioid Claims are entitled to vote to accept or reject the Plan.

c. *Class 8(c) — Tribe Opioid Claims*

- (i) *Classification:* Class 8(c) consists of all Tribe Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all Tribe Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Tribe Opioid Claims shall be assumed by, the TAFT II; *provided, however*, for the avoidance of doubt, for all purposes of this Plan, all Tribe Opioid Claims shall be channeled only to the Tribe entity constituting a trust under State law (and not to any limited liability companies or other Person included within the definition of TAFT II). Each Tribe Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the TAFT II Documents and shall receive a recovery, if any, from the Tribe Opioid Claims Share. The TAFT II shall be funded in accordance with the provisions of this Plan. The sole recourse of any Tribe Opioid Claimant on account of its Tribe Opioid Claim shall be to the TAFT II, and each such Tribe Opioid Claimant shall have no right whatsoever at any time to assert its Tribe Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Tribe Opioid Claims,

and may not proceed in any manner against any Protected Party on account of such Tribe Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the TAFT II in respect of Tribe Opioid Claims shall be used solely for Approved Uses, in accordance with the TAFT II Documents.

- (iii) *Voting:* Class 8(c) is Impaired, and Holders of Tribe Opioid Claims are entitled to vote to accept or reject the Plan.

d. *Class 8(d) — U.S. Government Opioid Claims*<sup>3</sup>

- (i) *Classification:* Class 8(d) consists of all U.S. Government Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all U.S. Government Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for U.S. Government Opioid Claims shall be assumed by, the Opioid MDT II. Each U.S. Government Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the Opioid MDT II Documents, which will provide that (a) the FHCA Opioid Claimants shall receive, in full and final satisfaction, the FHCA Opioid Claims Share and (b) the holders of U.S. Government Opioid Claims that are not FHCA Opioid Claims shall receive the treatment set forth in Class 9(h). The Opioid MDT II shall be funded in accordance with the provisions of this Plan. Other than Class 9(h) Claims held by the U.S. Government, the sole recourse of any U.S. Government Opioid Claimant on account of its U.S. Government Opioid Claim shall be to the Opioid MDT II (but not to any Opioid Creditor Trust), and each such U.S. Government Opioid Claimant shall have no right whatsoever at any time to assert its U.S. Government Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such U.S. Government Opioid Claims, and may not proceed in any manner against any Protected Party on account of such U.S. Government Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum.
- (iii) *Voting:* Class 8(d) is Impaired, and Holders of U.S. Government Opioid Claims are entitled to vote to accept or reject the Plan.

9. *Class 9 — Non-Governmental Opioid Claims*

a. *Class 9(a) — Third-Party Payor Opioid Claims*

- (i) *Classification:* Class 9(a) consists of all Third-Party Payor Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all Third-Party Payor Opioid Claims shall automatically, and without further act, deed, or court order, be

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<sup>3</sup> For the avoidance of doubt, Class 8(d) Claims will vote pursuant to the Class 8(d) ballot and will not be tabulated as part of, or with, Class 9(h) Other Opioid Claims.

channeled exclusively to, and all of Mallinckrodt's liability for Third-Party Payor Opioid Claims shall be assumed by, the Third-Party Payor Trust. Each Third-Party Payor Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the Third-Party Payor Trust Documents and shall receive a recovery, if any, from the Third-Party Payor Opioid Claims Share, from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The Third-Party Payor Trust shall be funded in accordance with the provisions of this Plan, and distributions to the Third-Party Payor Trust shall be made in four payments as follows, (i) \$1,000,000 paid on the Opioid MDT II Initial Distribution Date, and (ii) three equal payments for the remaining amount of the Third-Party Payor Opioid Claims Share (*provided* that if the Prepayment Option is exercised after the first payment, subsequent payments will be adjusted accordingly), the first payment made within 5 business days of the date that is 180 days after the Effective Date, and the second and third payments made on the first and second anniversaries of the first payment. The sole recourse of any Third-Party Payor Opioid Claimant on account of its Third-Party Payor Opioid Claim shall be to the Third-Party Payor Trust, and each such Third-Party Payor Opioid Claimant shall have no right whatsoever at any time to assert its Third-Party Payor Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Third-Party Payor Opioid Claims, and may not proceed in any manner against any Protected Party on account of such Third-Party Payor Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the Third-Party Payor Trust shall be used solely for Approved Uses, in accordance with the Third-Party Payor Trust Documents, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.

- (iii) *Voting:* Class 9(a) is Impaired, and Holders of Third-Party Payor Opioid Claims are entitled to vote to accept or reject the Plan.

b. *Class 9(b) — PI Opioid Claims*

- (i) *Classification:* Class 9(b) consists of all PI Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all PI Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for PI Opioid Claims shall be assumed by, the PI Trust. Each PI Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the PI Trust Documents and shall receive a recovery, if any, from the PI Opioid Claims Share, from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The PI Trust shall be funded in accordance with the provisions of this Plan. The sole recourse of any PI Opioid Claimant on account of its PI Opioid Claim shall be to the PI Trust, and each such PI Opioid Claimant shall have no right whatsoever at any time to assert its PI Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation,

Claims or Causes of Action arising out of or related to such PI Opioid Claims, and may not proceed in any manner against any Protected Party on account of such PI Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.

- (iii) *Voting:* Class 9(b) is Impaired, and Holders of PI Opioid Claims are entitled to vote to accept or reject the Plan.

c. *Class 9(c) — NAS PI Opioid Claims*

- (i) *Classification:* Class 9(c) consists of all NAS PI Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all NAS PI Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for NAS PI Opioid Claims shall be assumed by, the PI Trust. Each NAS PI Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the PI Trust Documents and shall receive a recovery, if any, from the NAS PI Opioid Claims Share, from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The PI Trust shall be funded in accordance with the provisions of this Plan. The sole recourse of any NAS PI Opioid Claimant on account of its NAS PI Opioid Claim shall be to the PI Trust, and each such NAS PI Opioid Claimant shall have no right whatsoever at any time to assert its NAS PI Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such NAS PI Opioid Claims, and may not proceed in any manner against any Protected Party on account of such NAS PI Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.
- (iii) *Voting:* Class 9(c) is Impaired, and Holders of NAS PI Opioid Claims are entitled to vote to accept or reject the Plan.

d. *Class 9(d) — Hospital Opioid Claims*

- (i) *Classification:* Class 9(d) consists of all Hospital Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all Hospital Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Hospital Opioid Claims shall be assumed by, the Hospital Trust. Each Hospital Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the Hospital Trust Documents and shall receive a recovery, if any, from the Hospital Opioid Claims Share, from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The Hospital Trust shall be funded in accordance with the provisions of this Plan. The sole recourse of any Hospital Opioid Claimant on account of its Hospital Opioid Claim shall be to the Hospital Trust, and

each such Hospital Opioid Claimant shall have no right whatsoever at any time to assert its Hospital Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Hospital Opioid Claims, and may not proceed in any manner against any Protected Party on account of such Hospital Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the Hospital Trust shall be used solely for Approved Uses, in accordance with the Hospital Trust Documents, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.

- (iii) *Voting:* Class 9(d) is Impaired, and Holders of Hospital Opioid Claims are entitled to vote to accept or reject the Plan.

e. *Class 9(e) — Ratepayer Opioid Claims*

- (i) *Classification:* Class 9(e) consists of all Ratepayer Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all Ratepayer Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Ratepayer Opioid Claims shall be assumed by, the Ratepayer Account. The Ratepayer Account will receive a distribution of \$3 million in cash from the Opioid MDT II on the Opioid MDT II Initial Distribution Date, which amount shall be gross of applicable Private Opioid Creditor Trust Deductions and Holdbacks, and from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The sole recourse of any Ratepayer Opioid Claimant on account of its Ratepayer Opioid Claim shall be to the Ratepayer Account, and each such Ratepayer Opioid Claimant shall have no right whatsoever at any time to assert its Ratepayer Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Ratepayer Opioid Claims and may not proceed in any manner against any Protected Party on account of such Ratepayer Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the Ratepayer Account shall be used solely for Approved Uses (which shall include, solely for the Ratepayer Account, contributions to the Truth Initiative Foundation), and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.
- (iii) *Voting:* Class 9(e) is Impaired, and Holders of Ratepayer Opioid Claims are entitled to vote to accept or reject the Plan.

f. *Class 9(f) — NAS Monitoring Opioid Claims*

- (i) *Classification:* Class 9(f) consists of all NAS Monitoring Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all NAS Monitoring Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for NAS

Monitoring Opioid Claims shall be assumed by, the NAS Monitoring Trust. Each NAS Monitoring Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the NAS Monitoring Trust Documents. The NAS Monitoring Trust will receive a distribution of \$1.5 million in cash from the Opioid MDT II on the Opioid MDT II Initial Distribution Date, which amount shall be gross of applicable Private Opioid Creditor Trust Deductions and Holdbacks, and from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The sole recourse of any NAS Monitoring Opioid Claimant on account of its NAS Monitoring Opioid Claim shall be to the NAS Monitoring Trust, and each such NAS Monitoring Opioid Claimant shall have no right whatsoever at any time to assert its NAS Monitoring Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such NAS Monitoring Opioid Claims, and may not proceed in any manner against any Protected Party on account of such NAS Monitoring Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the NAS Monitoring Trust shall be used solely for Approved Uses, in accordance with the NAS Monitoring Trust Documents, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.

- (iii) *Voting:* Class 9(e) is Impaired, and Holders of NAS Monitoring Opioid Claims are entitled to vote to accept or reject the Plan.

g. Class 9(g) — Emergency Room Physicians Opioid Claims

- (i) *Classification:* Class 9(g) consists of all Emergency Room Physicians Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all Emergency Room Physicians Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Emergency Room Physicians Opioid Claims shall be assumed by, the Emergency Room Physicians Trust. Each Emergency Room Physicians Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the Emergency Room Physicians Trust Documents. The Emergency Room Physicians Trust will receive a distribution of \$4.5 million in cash from the Opioid MDT II on the Opioid MDT II Initial Distribution Date, which amount shall be gross of applicable Private Opioid Creditor Trust Deductions and Holdbacks, and from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The sole recourse of any Emergency Room Physicians Opioid Claimant on account of its Emergency Room Physicians Opioid Claim shall be to the Emergency Room Physicians Trust, and each such Emergency Room Physicians Opioid Claimant shall have no right whatsoever at any time to assert its Emergency Room Physicians Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Emergency Room

Physicians Opioid Claims, and may not proceed in any manner against any Protected Party on account of such Emergency Room Physicians Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the Emergency Room Physicians Trust shall be used solely for Approved Uses, in accordance with the Emergency Room Physicians Trust Documents, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.

- (iii) *Voting:* Class 9(g) is Impaired, and Holders of Emergency Room Physicians Opioid Claims are entitled to vote to accept or reject the Plan.

h. *Class 9(h) — Other Opioid Claims*

- (i) *Classification:* Class 9(h) consists of all Other Opioid Claims.
- (ii) *Treatment:* As of the Effective Date, all Other Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Other Opioid Claims shall be assumed by, the Opioid MDT II. Each Other Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the Opioid MDT II Documents and shall receive a recovery, if any, solely in the amount of its respective Other Opioid Claimant Pro Rata Share. The sole recourse of any Other Opioid Claimant on account of its Other Opioid Claim shall be to its Other Opioid Claimant Pro Rata Share, and each such Other Opioid Claimant shall have no right whatsoever at any time to assert its Other Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Other Opioid Claims, and may not proceed in any manner against any Protected Party on account of such Other Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum.
- (iii) *Voting:* Class 9(h) is Impaired, and Holders of Other Opioid Claims are entitled to vote to accept or reject the Plan.

i. *Class 9(i) — No Recovery Opioid Claims*

- (i) *Classification:* Class 9(i) consists of all No Recovery Opioid Claims.
- (ii) *Treatment:* No Recovery Opioid Claims shall be discharged, cancelled, and extinguished on the Effective Date. Each Holder of No Recovery Opioid Claims shall receive no recovery or distribution on account of such No Recovery Opioid Claims. Notwithstanding the foregoing, if a No Recovery Opioid Claim becomes Allowed after the Effective Date under section 502(j) of the Bankruptcy Code, it shall be treated as an Other Opioid Claim.
- (iii) *Voting:* Class 9(i) is Impaired and Holders of Class 9(i) No Recovery Opioid Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 9(i) No

Recovery Opioid Claims are not entitled to vote to accept or reject the Plan.

j. Class 9(j) — Released Co-Defendant Claims

- (i) *Classification:* Class 9(j) consists of all Co-Defendant Claims held by Released Co-Defendants.
- (ii) *Treatment:* In full and final satisfaction and release of each Co-Defendant Claim held by a Released Co-Defendant, the Holder thereof shall (i) not receive or retain any property on account of such Co-Defendant Claim and not have any recourse to any Debtor or any Assets of any Debtor, any Estate or any Assets of any Estate, any other Protected Party or any Assets of any Protected Party, or any of the Opioid MDT II or Opioid Creditor Trusts and any Assets of the Opioid MDT II and the Opioid Creditor Trusts but (ii) retain its Co-Defendant Defensive Rights, which may be exercised solely in accordance with Article IX. As of the Effective Date, Co-Defendant Claims held by a Released Co-Defendant shall be deemed expunged, released and extinguished without further action by or order of the Bankruptcy Court, and shall be of no further force or effect. Notwithstanding the release, satisfaction, expungement and extinguishment of Co-Defendant Claims, a Co-Defendant retains its Co-Defendant Defensive Rights, which includes the ability to recover from Persons that are not Protected Parties or from any insurance policies that are not Opioid Insurance Policies or other insurance policies of Protected Parties. For the avoidance of doubt, Released Co-Defendant Claims do not include Claims against the Reorganized Debtors (i) accruing after the Effective Date for conduct occurring after the Effective Date, (ii) for any amounts, if any, due to a Co-Defendant as a result of the New York Opioid Stewardship Act (2018 N.Y. Sess. Laws, ch. 57, pt. NN 7 (codified at N.Y. Pub. Health Law § 3323 and N.Y. State Fin. Law § 97-aaaaa)) or (iii) for any Co-Defendant Surviving Pre-Effective Date Claim.
- (iii) *Voting:* Released Co-Defendant Claims are Impaired. Holders of Released Co-Defendant Claims are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Co-Defendant Claims are not entitled to vote to accept or reject this Plan and the votes of such Released Co-Defendants will not be solicited with respect to their Co-Defendant Claims.

10. Class 10 — Settled Federal/State Acthar Claims

- a. *Classification:* Class 10 consists of all Settled Federal/State Acthar Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Settled Federal/State Acthar Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Settled Federal/State Acthar Claim, each Holder of an Allowed Settled Federal/State Acthar Claim shall be resolved in accordance with the terms, provisions, and procedures of the Federal/State Acthar Settlement Agreements.

- c. *Voting:* Class 10 is Impaired, and Holders of Settled Federal/State Acthar Claims are entitled to vote to accept or reject the Plan.

11. *Class 11 — Intercompany Claims*

- a. *Classification:* Class 11 consists of all Intercompany Claims.
- b. *Treatment:* No property will be distributed to the Holders of allowed Intercompany Claims. Unless otherwise provided for under the Plan, each Intercompany Claim will either be Reinstated or canceled and released at the option of the Debtors in consultation with the Required Supporting Unsecured Noteholders, the Supporting Term Lenders, the Governmental Plaintiff Ad Hoc Committee, and the MSGE Group.
- c. *Voting:* Class 11 is either (i) Unimpaired and Holders of Class 11 Intercompany Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or (ii) Impaired and Holders of Class 11 Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Class 11 Intercompany Claims are not entitled to vote to accept or reject the Plan.

12. *Class 12 — Intercompany Interests*

- a. *Classification:* Class 12 consists of all Intercompany Interests.
- b. *Treatment:* No property will be distributed to the Holders of allowed Intercompany Interests. Unless otherwise provided for under the Plan, each Intercompany Interest will either be Reinstated or canceled and released at the option of the Debtors in consultation with the Required Supporting Unsecured Noteholders, the Governmental Plaintiff Ad Hoc Committee, and the MSGE Group.
- c. *Voting:* Class 12 is either (i) Unimpaired and Holders of Class 12 Intercompany Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or (ii) Impaired and Holders of Class 12 Intercompany Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Class 12 Intercompany Interests are not entitled to vote to accept or reject the Plan.

13. *Class 13 — Subordinated Claims*

- a. *Classification:* Class 13 consists of all Subordinated Claims.
- b. *Treatment:* Subordinated Claims shall be discharged, cancelled, and extinguished on the Effective Date. Each Holder of Subordinated Claims shall receive no recovery or distribution on account of such Subordinated Claims.
- c. *Voting:* Class 13 is Impaired and Holders of Class 13 Subordinated Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 13 Subordinated Claims are not entitled to vote to accept or reject the Plan.

14. Class 14 — Equity Interests

- d. *Classification:* Class 14 consists of all Equity Interests.
- e. *Treatment:* Holders of Equity Interests shall receive no distribution on account of their Equity Interests. On the Effective Date, all Equity Interests will be canceled and extinguished and will be of no further force or effect.
- f. *Voting:* Class 14 is Impaired and Holders of Class 14 Equity Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 14 Equity Interests are not entitled to vote to accept or reject the Plan.

C. Acceptance or Rejection of the Plan1. Presumed Acceptance of Plan

Claims in Classes 1 and 2(a) are Unimpaired under the Plan and their Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 1 and 2(a) are not entitled to vote on the Plan and the votes of such Holders shall not be solicited.<sup>4</sup>

2. Voting Classes

Claims in Classes 2(b)-(c), 3, 4, 5, 6(a)-(g), 7, 8(a)-(d), 9(a)-(h), and 10 are Impaired under the Plan and the Holders of Allowed Claims in all such Classes are entitled to vote to accept or reject the Plan, including by acting through a Voting Representative.<sup>5</sup> For purposes of determining acceptance and rejection of the Plan, each such Class (including each Class identified by a number and letter) will be regarded as a separate voting Class and votes will be tabulated on a Debtor-by-Debtor basis.

An Impaired Class of Claims shall have accepted this Plan if (a) the Holders, including Holders acting through a Voting Representative, of at least two-thirds (2/3) in amount of Claims actually voting in such Class have voted to accept this Plan and (b) the Holders, including Holders acting through a Voting Representative, of more than one-half (1/2) in number of Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Classes 2(b)-(c), 3, 4, 5, 6(a)-(g), 7, 8(a)-(d), 9(a)-(h), and 10 (or, if applicable, the Voting Representatives of such Holders) shall receive ballots containing detailed voting instructions. For the avoidance of doubt, pursuant to and except as otherwise provided in the Disclosure Statement Order, each Claim in (x) Classes 8(a)-(d) and 9(a)-(h) and (y) any other Class entitled to vote to accept or reject the Plan that is not Allowed pursuant to the Plan and, in each case, is wholly contingent, unliquidated, or disputed (based on the face of such Proof of Claim or as determined upon the review of the Debtors), in each case, shall be accorded one (1) vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of Allowance or distribution. Based on the foregoing sentence, Classes 8(a)-(d) and 9(a)-(h) shall be deemed to have accepted this Plan if the Holders, including Holders acting through a

<sup>4</sup> The Plan provides for potential treatment which would render Claims in Classes 2(b), 2(c), and 3 Unimpaired, in which case such Claims would be conclusively presumed to accept the Plan, and Holders of such Claims would not be entitled to vote.

<sup>5</sup> Holders of Claims in Class 2(b), Class 2(c), and Class 3 are entitled to vote, but the Plan provides for potential treatment which would render these Claims Unimpaired, in which case such Claims would be conclusively presumed to accept the Plan, and any votes by Holders of such Claims will be moot and disregarded.

Voting Representative, of at least two-thirds (2/3) in number of Claims actually voting in such Class have voted to accept the Plan.

3. Deemed Rejection of the Plan

Claims and Interests in Classes 9(i), 9(j), 13, and 14 are Impaired under the Plan and their Holders shall receive no distributions under the Plan on account of their Claims or Interests (as applicable) and are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 9(i), 9(j), 13, and 14 are not entitled to vote on the Plan and the votes of such Holders shall not be solicited.

4. Presumed Acceptance of the Plan or Deemed Rejection of the Plan

Claims and Interests in Classes 11 and 12 are either (a) Unimpaired and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and shall receive no distributions under the Plan and are, therefore, deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 11 and 12 are not entitled to vote on the Plan and votes of such Holders shall not be solicited.

D. *Confirmation Pursuant to Section 1129(a)(10) of the Bankruptcy Code*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article XI of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and Bankruptcy Rules.

E. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective distributions and treatments under the Plan, shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise; *provided* that, notwithstanding the foregoing, such Allowed Claims or Interests and their respective treatments set forth herein shall not be subject to setoff, demand, recharacterization, turnover, disgorgement, avoidance, or other similar rights of recovery asserted by any Person. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto.

F. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided herein, nothing under the Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

G. *Vacant and Abstaining Classes*

Any Class of Claims or Interests that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed under

Bankruptcy Rule 3018 shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code. Moreover, any Class of Claims that is occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018, but as to which no vote is cast, shall be deemed to accept the Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

H. *Intercompany Interests and Intercompany Claims*

To the extent Intercompany Interests and Intercompany Claims are Reinstated under the Plan, distributions on account of such Intercompany Interests and Intercompany Claims are not being received by Holders of such Intercompany Interests or Intercompany Claims on account of their Intercompany Interests or Intercompany Claims, but for the purposes of administrative convenience and to maintain the Debtors' (and their Affiliate-subsiaries) corporate structure, for the ultimate benefit of the Holders of New Mallinckrodt Ordinary Shares, to preserve ordinary course intercompany operations, and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims.

I. *New Credit Facilities*

For the avoidance of doubt and notwithstanding anything to the contrary herein, to the extent incurred prior to the Effective Date, the New Credit Facilities shall survive the Effective Date and shall not be entitled to treatment within any Class set forth herein.

**Article IV.**

**MEANS FOR IMPLEMENTATION OF THE PLAN**

A. *General Settlement of Claims and Interests*

In consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a set of integrated, good-faith compromises and settlements of all Claims, Interests, Causes of Action and controversies resolved pursuant to the Plan. The Plan shall be deemed a motion by the Debtors to approve such compromises and settlements (including but not limited to the UCC Settlement and the OCC Settlement) pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromises and settlements under Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, as well as a finding by the Bankruptcy Court that such integrated compromises or settlements are in the best interests of the Debtors, their Estates and Holders of Claims and Interests, and are fair, equitable and within the range of reasonableness. Subject to Article VI, distributions made to Holders of Allowed Claims and Allowed Interests in any Class are intended to be and shall be final and indefeasible and shall not be subject to avoidance, turnover, or recovery by any other Person.

B. *Restructuring Transactions*

On or prior to the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors shall, consistent with the terms of the Restructuring Support Agreement and subject to the applicable consent and approval rights thereunder, take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Restructuring Transactions (including any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan), and as set forth in the Restructuring Transactions Memorandum,

including: (a) the creation of NewCo and/or any NewCo Subsidiaries that may, at the Debtors' or Reorganized Debtors' option in consultation with the Supporting Parties, acquire all or substantially all the assets of one or more of the Debtors; (b) the execution and delivery of appropriate agreements or other documents of sale, merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (c) the execution and delivery of the Transfer Agreement and any other appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (d) the filing of appropriate certificates of incorporation, merger, migration, consolidation, or other organizational documents with the appropriate governmental authorities pursuant to applicable law; and (e) all other actions that the Reorganized Debtors determine are necessary or appropriate.

The Restructuring Transactions shall not (a) adversely affect the recoveries under the Plan of (i) holders of Guaranteed Unsecured Notes Claims without the consent of the Required Supporting Unsecured Noteholders or (ii) the holders of Opioid Claims without the consent of the Governmental Plaintiff Ad Hoc Committee and the MSGE Group, or (b) materially adversely affect the rights or recoveries under the Plan of the holders of First Lien Term Loan Claims without the consent of the Required Supporting Term Lenders.

The Confirmation Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate Restructuring Transactions (including any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan).

#### C. *Corporate Existence*

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each Debtor is incorporated or formed and pursuant to the respective memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) are amended by the Plan, by the Debtors, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

#### D. *Vesting of Assets in the Reorganized Debtors*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated herein, including the Restructuring Transactions Memorandum, on the Effective Date, all property of each Debtor's Estate, including (a) all Causes of Action other than (i) the Assigned Third-Party Claims, and (ii) the Assigned Insurance Rights, (b) Excluded Insurance Policies, and (c) any property acquired by any of the Debtors pursuant to the Plan, in each case, shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan and the Opioid Operating Injunction, each Reorganized Debtor may operate its business and may use, acquire, encumber, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code.

Reorganized Mallinckrodt shall not, and neither shall any of its other subsidiaries, other than the Reorganized VI-Specific Debtors, be involved in the sale or distribution of opioids classified as DEA Schedule II–IV drugs in the future.<sup>6</sup>

E. *Indemnification Provisions in Organizational Documents*

As of the Effective Date, each Reorganized Debtor's memorandum and articles of association, bylaws, and other New Governance Documents shall, to the fullest extent permitted by applicable law, provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, current and former managers, directors, officers, equity holders, members, employees, accountants, investment bankers, attorneys, other professionals, or agents of the Debtors and such current and former managers', directors', officers', equity holders', members', employees', accountants', investment bankers', attorneys', other professionals' and agents' respective Affiliates to the same extent as set forth in the Indemnification Provisions, against any claims or causes of action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. None of the Reorganized Debtors shall amend and/or restate its memorandum and articles of association, certificate of incorporation, bylaws, or similar organizational document after the Effective Date to terminate or adversely affect, in relation to conduct occurring prior to the Effective Date, (1) any of the Indemnification Provisions or (2) the rights of such current and former managers, directors, officers, equity holders, members, employees, or agents of the Debtors and such current and former managers', directors', officers', equity holders', members', employees', and agents' respective Affiliates referred to in the immediately preceding sentence.

F. *Cancellation of Notes, Instruments, Certificates, Agreements, and Equity Interests*

Except as otherwise provided for in the Plan and/or, as the case may be, the Scheme of Arrangement, on the later of the Effective Date and the date on which the relevant distributions are made pursuant to Article VI and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity: (1) (a) the obligations of the Debtors under the First Lien Credit Agreement, the Second Lien Notes Indenture, the Guaranteed Unsecured Notes Indentures, the 2013 Notes Indenture, the 1992 Ludlow Debentures Indenture, and the 1993 Ludlow Debentures Indenture, the Guaranteed Unsecured Notes, the 4.75% Senior Notes due 2023, the 8.00% Debentures due March 2023, the 9.5% Debentures due May 2022, and any other note, bond, indenture, or other instrument or document directly or indirectly evidencing or creating any indebtedness of the Debtors and (b) any certificate, equity security, share, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating an ownership interest in the Debtors shall be cancelled solely as to the Debtors and their Affiliates, and the Reorganized Debtors and their Affiliates shall not have any continuing obligations thereunder; and (2) the obligations of the Debtors and their Affiliates pursuant, relating or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors shall be released, terminated, extinguished, and discharged; except that the foregoing shall not affect any Intercompany Interests elected to be Reinstated in accordance with the Plan; *provided*, that the First Lien Credit Agreement, Second Lien Notes Indenture, Guaranteed Unsecured Notes Indentures, 4.75% Unsecured Notes Indenture and the Legacy

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<sup>6</sup> This paragraph is qualified in its entirety by the Voluntary Injunction and the Opioid Operating Injunction, and in the event of any inconsistency between this section and the Voluntary Injunction and the Opioid Operating Injunction, the Voluntary Injunction and the Opioid Operating Injunction, as applicable, will govern.

Unsecured Notes Indentures and each agreement or other document related thereto, as applicable, will continue in effect for the limited purpose of allowing Holders of First Lien Credit Agreement Claims, Holders of Second Lien Notes Claims, Holders of Guaranteed Unsecured Notes Claims, Holders of 4.75% Unsecured Notes Claims, and Holders of Legacy Unsecured Notes Claims thereunder, respectively, to receive, and allowing and preserving the rights of the First Lien Agent, the Second Lien Notes Indenture Trustee, the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, the Legacy Unsecured Notes Indenture Trustee or other applicable Distribution Agents thereunder to make, or cause to be made the distributions under or in connection with this Plan to the applicable Holders; *provided, further*, that, upon completion of the distribution with respect to a specific First Lien Credit Agreement Claim, Second Lien Notes Claim, or, in the case of the Guaranteed Unsecured Notes Claims, pursuant to Article VI.D.4 in respect of the distributions on the specific Allowed Guaranteed Unsecured Notes Claims, the First Lien Credit Agreement, the Second Lien Notes Indenture, or the Guaranteed Unsecured Notes Indenture, in connection thereto and any and all documents, notes, securities and instruments issued in connection with such First Lien Credit Agreement Claim, such Second Lien Notes Claim, or such Guaranteed Unsecured Notes Claim, as applicable, shall terminate completely without further notice or action and be deemed surrendered; *provided, further*, that provisions relating to the charging lien and indemnification obligations of the holders of Second Lien Notes shall survive the Second Lien Notes Indenture; *provided, further* that the First Lien Credit Agreement shall continue in effect for the purpose of permitting the First Lien Agent to assert any right to indemnification, contribution, or other claim it may have under the First Lien Credit Agreement except against the Debtors, the Reorganized Debtors, and their respective subsidiaries; *provided, further*, that the Guaranteed Unsecured Notes Indentures, the 4.75% Unsecured Notes Indenture, and the Legacy Unsecured Notes Indentures and all documents, notes securities and instruments issued in connection therewith shall continue in effect for the limited purpose of allowing and preserving the rights, privileges, benefits, indemnities, and protections of the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture, and the Legacy Unsecured Notes Indenture Trustee (each acting in any capacity, including as a Distribution Agent) thereunder, including, without limitation, permitting the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, and the Legacy Unsecured Notes Indenture Trustee to exercise any lien granted to it under the applicable Guaranteed Unsecured Notes Indenture, the 4.75% Unsecured Notes Indenture, or Legacy Unsecured Notes Indenture against such distributions for payment of any fees and expenses of the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, or the Legacy Unsecured Notes Indenture Trustee, including any unpaid portion of the Indenture Trustee Fees or any unpaid fees and expenses of the 4.75% Unsecured Notes Indenture Trustee or the Legacy Unsecured Notes Indenture Trustee; *provided, further*, no provisions of the First Lien Credit Agreement, Second Lien Notes Indenture, Guaranteed Unsecured Notes Indentures, 4.75% Unsecured Notes Indenture, or the Legacy Unsecured Notes Indentures that impose liabilities on the Debtors shall survive. For the avoidance of doubt, nothing contained in this Plan or the Confirmation Order shall in any way limit or affect the standing of the First Lien Agent, the Second Lien Notes Indenture Trustee, the Second Lien Notes Collateral Agent, the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, or the Legacy Unsecured Notes Indenture Trustee to appear and be heard in the Chapter 11 Cases or any other proceeding in which they are or may become party on and after the Effective Date, to enforce any provisions of this Plan or otherwise. For the avoidance of doubt and notwithstanding anything to the contrary herein, to the extent incurred prior to the Effective Date, the New Credit Facilities shall survive the Effective Date and shall not be terminated in accordance herewith.

G. *Sources for Plan Distributions and Transfers of Funds Among Debtors*

The Debtors shall fund Cash distributions under the Plan with Cash on hand, including Cash from operations, and the proceeds of the New Term Loan Facility. Cash payments to be made pursuant to the Plan will be made by the Reorganized Debtors in accordance with Article VI. Subject to any applicable

limitations set forth in any post-Effective Date agreement (including the New Governance Documents), the Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Governance Documents, the New Takeback Term Loans Documentation, the New Second Lien Notes Documentation, and the Takeback Second Lien Notes Documentation), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing in accordance with, and subject to, applicable law.

H. *New Credit Facilities, New Takeback Term Loans, Takeback Second Lien Notes, Cram-Down First Lien Notes, and New Second Lien Notes*

1. The New Credit Facilities and Approval of the New Term Loan Documentation and New AR Revolving Facility Documentation

To the extent required and subject to the occurrence of the Effective Date, Confirmation of the Plan shall be deemed to constitute authorization and approval by the Bankruptcy Court (a) of the New Credit Facilities, (b) of the New Term Loan Documentation and New AR Revolving Facility Documentation (including all transactions contemplated thereby, and all actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities and expenses provided for therein), and (c) subject to the occurrence of the Effective Date, for the applicable Reorganized Debtors to enter into and perform their obligations under the New Term Loan Documentation and New AR Revolving Facility Documentation and such other documents as may be reasonably required or appropriate. For the avoidance of doubt, if the New Takeback Term Loans are issued pursuant to the Plan, the incurrence of (x) the New Term Loan Facility shall utilize the baskets for Revolver Replacement Term Loans (as defined in the Supporting Term Lenders Joinder Agreement) and may use other baskets (solely to the extent available) and (y) the New AR Revolving Facility shall utilize the baskets for Qualified Receivables Facilities (as defined in the Supporting Term Lenders Joinder Agreement) and may use other baskets (solely to the extent available), in each case, set forth in and subject to the negative covenants limiting the incurrence of indebtedness and liens under the New Takeback Term Loan Documentation.

On the Effective Date, the New Term Loan Documentation and New AR Revolving Facility Documentation shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the New Term Loan Documentation and New AR Revolving Facility Documentation are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted under the New Term Loan Documentation and New AR Revolving Facility Documentation (1) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the New Term Loan Documentation and New AR Revolving Facility Documentation (and with the priority set forth therein), (2) shall be deemed automatically perfected on the Effective Date, and (3) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable

transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granting such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

For the avoidance of doubt, subject to the entry of an order of the Bankruptcy Court approving such incurrence, either or both of the New Credit Facilities may be incurred by the Debtors as debtor-in-possession financing prior to the Effective Date. To the extent incurred by the Debtors prior to the Effective Date, such New Credit Facilities shall survive the occurrence of the Effective Date in accordance with the terms of this Plan.

## 2. New Takeback Term Loans and Approval of New Takeback Term Loans Documentation

To the extent required and subject to the occurrence of the Effective Date, Confirmation of the Plan shall be deemed to constitute approval by the Bankruptcy Court of the New Takeback Term Loans and the New Takeback Term Loans Documentation (including all transactions contemplated thereby, and all actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the New Takeback Term Loans and the payment of all fees, payments, indemnities and expenses provided for therein) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the New Takeback Term Loans Documentation and such other documents as may be reasonably required or appropriate.

On the Effective Date, the New Takeback Term Loans Documentation shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the New Takeback Term Loans Documentation are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted under the New Takeback Term Loans Documentation (1) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the New Takeback Term Loans Documentation, shall be *pari passu* in priority to any Liens and security interests securing the First Lien Notes or the Cram-Down First Lien Notes (as applicable) and shall rank senior in priority to any Liens and security interests securing the Takeback Second Lien Notes and the New Second Lien Notes, (2) shall be deemed automatically perfected on the Effective Date, and (3) shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granting such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the

Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

3. Takeback Second Lien Notes and Approval of Takeback Second Lien Notes Documentation

To the extent required and subject to the occurrence of the Effective Date, Confirmation of the Plan shall be deemed to constitute approval by the Bankruptcy Court of the Takeback Second Lien Notes and the Takeback Second Lien Notes Documentation (including all transactions contemplated thereby, and all actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Takeback Second Lien Notes and the payment of all fees, payments, indemnities and expenses provided for therein) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Takeback Second Lien Notes Documentation and such other documents as may be reasonably required or appropriate.

On the Effective Date, the Takeback Second Lien Notes Documentation shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Takeback Second Lien Notes Documentation are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted under the Takeback Second Lien Notes Documentation (1) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the Takeback Second Lien Notes Documentation, shall be *pari passu* in priority to any Liens and security interests securing the New Second Lien Notes, and shall be junior in priority to any Liens and security interests securing the New Takeback Term Loans and the First Lien Notes or the Cram-Down First Lien Notes (as applicable), (2) shall be deemed automatically perfected on the Effective Date, and (3) shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granting such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

4. Cram-Down First Lien Notes and Approval of Cram-Down First Lien Notes Documentation

To the extent required and subject to the occurrence of the Effective Date, Confirmation of the Plan shall be deemed to constitute approval by the Bankruptcy Court of the Cram-Down First Lien Notes and the Cram-Down First Lien Notes Documentation (including all transactions contemplated thereby, and all actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Cram-Down First Lien Notes and the

payment of all fees, payments, indemnities and expenses provided for therein) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Cram-Down First Lien Notes Documentation and such other documents as may be reasonably required or appropriate.

On the Effective Date, the Cram-Down First Lien Notes Documentation shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Cram-Down First Lien Notes Documentation are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted under the Cram-Down First Lien Notes Documentation (1) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the Cram-Down First Lien Notes Documentation, shall be *pari passu* in priority to any Liens and security interests securing the New Takeback Term Loans, and shall rank senior in priority to any Liens and security interests securing the Takeback Second Lien Notes and the New Second Lien Notes, (2) shall be deemed automatically perfected on the Effective Date, and (3) shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granting such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

#### 5. New Second Lien Notes and Approval of New Second Lien Notes Documentation

To the extent required and subject to the occurrence of the Effective Date, Confirmation of the Plan shall be deemed to constitute approval by the Bankruptcy Court of the New Second Lien Notes and the New Second Lien Notes Documentation (including all transactions contemplated thereby, and all actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the New Second Lien Notes and the payment of all fees, payments, indemnities and expenses provided for therein) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the New Second Lien Notes Documentation and such other documents as may be reasonably required or appropriate.

On the Effective Date, the New Second Lien Notes Documentation shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the New Second Lien Notes Documentation are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers,

fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted under the New Second Lien Notes Documentation (1) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the New Second Lien Notes Documentation, shall be *pari passu* in priority to any Liens and security interests securing the Takeback Second Lien Notes, and shall rank junior in priority to any Liens and security interests securing the New Takeback Term Loans and the First Lien Notes or the Cram-Down First Lien Notes (as applicable), (2) shall be deemed automatically perfected on the Effective Date, and (3) shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granting such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

I. *Reorganized Debtors' Ownership*

1. New Mallinckrodt Ordinary Shares and New Opioid Warrants

On the Effective Date, Reorganized Mallinckrodt shall (a) issue or reserve for issuance all of the New Mallinckrodt Ordinary Shares (including all New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants as of the Effective Date, without regard to any limitations on the exercise of the New Opioid Warrants) issuable in accordance with the terms of the Plan and, where applicable, the Scheme of Arrangement and as set forth in the Restructuring Transactions Memorandum and (b) enter into the New Opioid Warrant Agreement and issue all of the New Opioid Warrants to the Opioid MDT II in accordance with the terms of the Plan. The issuance of the New Mallinckrodt Ordinary Shares (including any New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants as of the Effective Date, without regard to any limitations on the exercise of the New Opioid Warrants) and any New Opioid Warrants by Reorganized Mallinckrodt pursuant to the Plan is authorized without the need for further corporate or other action or any consent or approval of any national securities exchange upon which the New Mallinckrodt Ordinary Shares shall be listed on or immediately following the Effective Date. All of the New Mallinckrodt Ordinary Shares (including, when issued, any New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants as of the Effective Date, without regard to any limitations on the exercise of the New Opioid Warrants) issued or issuable pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. The New Opioid Warrants and the New Opioid Warrant Agreement shall be valid and binding obligations of Reorganized Mallinckrodt, enforceable in accordance with their respective terms.

2. Registration Rights Agreement

On the Effective Date, Reorganized Mallinckrodt and certain Holders of the New Mallinckrodt Ordinary Shares (including the New Mallinckrodt Ordinary Shares issuable upon the exercise of the New Opioid Warrants) shall enter into the Registration Rights Agreement in substantially the form included in the Plan Supplement. The Registration Rights Agreement shall be deemed to be valid, binding, and enforceable in accordance with its terms.

### 3. Certain Debtors Subject to Dissolution

As to any Debtors identified as being subject to this Article IV.I.3 in the Restructuring Transactions Memorandum, the Debtors shall take such steps as are necessary or advisable to provide, as of the Effective Date, (a) for a new equity interest holder or holders (either as to each such Debtor individually or as to all such Debtors together) (i) to receive and hold all new equity interests in such Debtors and (ii) to manage the dissolution of such Debtors after consummation of all distributions to the Holders of Claims against such Debtors contemplated by the Plan and (b) for any necessary or advisable changes to the organizational documents of such Debtors in furtherance of their contemplated dissolution.

#### J. *Exemption from Registration Requirements*

The offering, issuance, and distribution of the Cram-Down First Lien Notes, the Takeback Second Lien Notes and the New Second Lien Notes in exchange for Claims pursuant to Article III of the Plan and, where applicable, in accordance with the terms of the Scheme of Arrangement and the Confirmation Order, shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act pursuant to section 4(a)(2) of the Securities Act. Accordingly, the Cram-Down First Lien Notes, the Takeback Second Lien Notes, the New Second Lien Notes will be subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act and other applicable law.

The offering, issuance, and distribution of any other Securities, including the New Mallinckrodt Ordinary Shares (including any New Mallinckrodt Ordinary Shares issuable upon the exercise of the New Opioid Warrants) and the New Opioid Warrants in exchange for Claims pursuant to Article III of the Plan and the Confirmation Order and, where applicable, in accordance with the terms of the Scheme of Arrangement and the Confirmation Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act pursuant to section 1145 of the Bankruptcy Code. Any and all such New Mallinckrodt Ordinary Shares (including any New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants) and New Opioid Warrants so issued under the Plan and, where applicable, the Scheme of Arrangement, will be freely tradable under the Securities Act by the recipients thereof, subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in Section 2(a)(11) of the Securities Act, and compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities or instruments; (2) the restrictions, if any, on the transferability of such Securities and instruments; and (3) any other applicable regulatory approval.

The Reorganized Debtors need not provide any further evidence other than the Plan, the Confirmation Order, the Scheme of Arrangement, or the Irish Confirmation Order with respect to the treatment of the New Mallinckrodt Ordinary Shares or New Opioid Warrants under applicable securities laws.

Notwithstanding anything to the contrary in the Plan, no Person or Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Takeback Second Lien Notes, the New Second Lien Notes, the Cram-Down First Lien Notes (if any), the New Mallinckrodt Ordinary Shares (including any New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants), and the New Opioid Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC shall be required to accept and conclusively rely upon the Plan, the Confirmation Order, the Scheme of Arrangement, or the Irish Confirmation Order in lieu of a legal opinion regarding whether the Takeback Second Lien Notes, the New Second Lien Notes, the New Mallinckrodt Ordinary Shares (including any New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants), and the New

Opioid Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

K. *Organizational Documents*

Subject to Articles IV.E and IV.F of the Plan, the Reorganized Debtors shall enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and provisions of the Plan. Without limiting the generality of the foregoing, as of the Effective Date, each of the Reorganized Debtors shall be governed by the New Governance Documents applicable to it. From and after the Effective Date, the organizational documents of each of the Reorganized Debtors will comply with section 1123(a)(6) of the Bankruptcy Code, as applicable. On or immediately before the Effective Date, each Reorganized Debtor will file its New Governance Documents with the applicable Secretary of State and/or other applicable authorities in its jurisdiction of incorporation or formation in accordance with applicable laws of its jurisdiction of incorporation or formation, to the extent required for such New Governance Documents to become effective.

L. *Exemption from Certain Transfer Taxes and Recording Fees*

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors; (2) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; or (4) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any U.S. federal, state, or local document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

M. *Directors and Officers of the Reorganized Debtors*

1. The Reorganized Board

Prior to the Effective Date, the Debtors will undertake any necessary or advisable steps to have the Reorganized Board in place immediately prior to the Effective Date. The occurrence of the Effective Date will serve as ratification of the appointment of the Reorganized Board.

The Reorganized Board will initially consist of at least seven (7) members, which shall be comprised of the Chief Executive Officer of the Reorganized Debtors, and six (6) other directors, which shall be designated by the Required Supporting Unsecured Noteholders and approved by the then existing board of directors, or if the then existing board of directors does not so approve, the Reorganized Board will be deemed duly appointed pursuant to the Plan; *provided*, that, the members of the Reorganized Board, other than the Reorganized Debtors' Chief Executive Officer, shall be independent under applicable listing standards and shall be independent of the Supporting Unsecured Noteholders, unless the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, and the Debtors otherwise consent. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose in advance of Confirmation, solely to the

extent such Persons are known and determined, the identity and affiliations of any Person proposed to serve on the Reorganized Board. The occurrence of the Effective Date shall have no effect on the composition of the board of directors or managers of each of the subsidiary Debtors.

2. Senior Management

The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Governance Documents and any applicable employment agreements that are assumed pursuant to the Plan.

3. Management Incentive Plan

On the Effective Date, equity grants under the Management Incentive Plan shall be reserved for management, key employees, and directors of the Reorganized Debtors.

4. Disinterested Managers

Following the Effective Date, the Disinterested Managers shall retain authority solely with respect to matters related to Professional Fee Claim requests by Professionals acting at their authority and direction in accordance with the terms of the Plan. The Disinterested Managers, in such capacity, shall not have any of their respective privileged and confidential documents, communications or information transferred (or deemed transferred) to the Reorganized Debtors.

N. *Directors and Officers Insurance Policies*

On the Effective Date the Reorganized Debtors shall be deemed to have assumed all of the Debtors' D&O Liability Insurance Policies (including any "tail policy" and all agreements, documents, or instruments related thereto) in effect prior to the Effective Date pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court. Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be Filed. The Debtors and, after the Effective Date, the Reorganized Debtors shall retain the ability to supplement such D&O Liability Insurance Policies as the Debtors or Reorganized Debtors, as applicable, may deem necessary and in consultation with the Required Supporting Unsecured Noteholders. For the avoidance of doubt, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' foregoing assumption of each of the unexpired D&O Liability Insurance Policies.

In addition, on or after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including any "tail policy" and all agreements, documents, or instruments related thereto) in effect on or prior to the Effective Date, with respect to conduct occurring prior thereto, and all current and former directors, officers, and managers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with and subject in all respects to the terms and conditions of the D&O Liability Insurance Policies, which shall not be altered.

O. *Preservation of Rights of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases set forth in this section and in Article IX below, all Causes of Action other than the Assigned Third-Party Claims, the Assigned Insurance Rights, and the Share Repurchase Claims that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action other than the Assigned Third-Party Claims, the Assigned Insurance Rights, and the Share Repurchase Claims, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors, the Reorganized Debtors, or the Opioid MDT II will not pursue any and all available Causes of Action. The Debtors, the Reorganized Debtors, and the Opioid MDT II expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. Notwithstanding the foregoing, (a) any and all Causes of Action belonging to the Estates against any Released Co-Defendant or their Co-Defendant Related Parties (other than any Estate Surviving Pre-Effective Date Claim) are not Assigned Third Party-Claims and are released under the Plan and (b) any Estate Surviving Pre-Effective Date Claims are not Assigned Third Party-Claims, are not released, and shall belong to Reorganized Mallinckrodt.

Notwithstanding any provision in the Plan or any order entered in these Chapter 11 Cases, as of and after the Effective Date, the Debtors and Reorganized Debtors forever waive, relinquish, and release any and all Causes of Action the Debtors and their Estates had, have, or may have (1) against any Released Party, or (2) that arise under section 547 of the Bankruptcy Code (and analogous non-bankruptcy law) against any Holder of a Trade Claim on account of such Trade Claims.

P. *Corporate Action*

1. Upon the Effective Date, all actions contemplated by the Plan and the Scheme of Arrangement shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) assumption and rejection (as applicable) of Executory Contracts and Unexpired Leases; (2) selection of the directors, managers, and officers for the Reorganized Debtors; (3) the execution of the New Governance Documents, the Opioid MDT II Documents, the Opioid Creditor Trust Documents, the New Opioid Warrant Agreement, the Federal/State Acthar Settlement Agreements, the New Term Loan Documentation, the New AR Revolving Facility Documentation, the Takeback Second Lien Notes Documentation, the New Second Lien Notes Documentation, the Management Incentive Plan, the Opioid Operating Injunction, the Registration Rights Agreement and, if applicable, the New Takeback Term Loans Documentation, and the Cram-Down First Lien Notes Documentation; (4) the issuance and delivery of the New Mallinckrodt Ordinary Shares, Takeback Second Lien Notes, New Second Lien Notes, New Opioid Warrants, and, if applicable, the New Takeback Term Loans and the Cram-Down First Lien Notes; (5) implementation of the Restructuring Transactions, (6) the Opioid MDT II Cooperation Agreement and the GUC Trust Cooperation Agreement, and (7) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, shall be deemed to have occurred on, and

shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors.

2. Prior to, on and after the Effective Date, the appropriate officers, directors, managers, or authorized persons of the Debtors, Reorganized Mallinckrodt, or any direct or indirect subsidiaries of Reorganized Mallinckrodt (including any president, vice-president, chief executive officer, treasurer, general counsel, secretary, or chief financial officer thereof) shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, memoranda and articles of association, certificates of incorporation, certificates of formation, bylaws, operating agreements, other organization documents, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the applicable Debtors or applicable Reorganized Debtors, including the (1) New Governance Documents, (2) Opioid MDT II Documents and Opioid Creditor Trust Documents, (3) New Opioid Warrant Agreement, (4) Takeback Second Lien Notes Documentation, (5) New Term Loan Documentation, (6) New AR Revolving Facility Documentation, (7) New Takeback Term Loans Documentation, (8) Cram-Down First Lien Notes Documentation, if applicable, (9) New Second Lien Notes Documentation, (10) the Opioid MDT II Cooperation Agreement and the GUC Trust Cooperation Agreement, and (11) any and all other agreements, documents, securities, and instruments relating to or contemplated by the foregoing. Prior to or on the Effective Date, each of the Debtors is authorized, in its sole discretion, to change its name or corporate form and to take such other action as required to effectuate a change of name or corporate form in the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor. To the extent the Debtors change their names or corporate form prior to the closing of the Chapter 11 Cases, the Debtors shall change the case captions accordingly.

*Q. Effectuating Documents; Further Transactions*

Prior to, on, and after the Effective Date, the Debtors and Reorganized Debtors and the directors, managers, officers, authorized persons, and members of the boards of directors or managers and directors thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, notes, instruments, certificates, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of the Plan, the New Governance Documents, the Opioid MDT II Documents, the Opioid Creditor Trust Documents, the New Opioid Warrant Agreement, the Federal/State Actuar Settlement Agreements, the Opioid MDT II Cooperation Agreement, the GUC Trust Cooperation Agreement and any Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant to the Plan or the Restructuring Support Agreement.

*R. Listing of New Mallinckrodt Ordinary Shares*

The Debtors' board of directors shall use commercially reasonable efforts to list the New Mallinckrodt Ordinary Shares for trading on the NASDAQ Capital Market, the NASDAQ Global Market, or the New York Stock Exchange on the Effective Date. If no such listing has occurred as of the Effective Date, following the Effective Date and subject to the terms and conditions of the New Governance Documents, the Reorganized Board will direct the Reorganized Debtors to list the New Mallinckrodt Ordinary Shares for trading on the NASDAQ Capital Market, the NASDAQ Global Market, or the New York Stock Exchange as soon as reasonably practicable after the Effective Date.

*S. Payment of Fees and Expenses of the Supporting Parties and Indenture Trustee Fees*

Notwithstanding anything to the contrary contained in the Restructuring Expenses Order, on the Effective Date, the Reorganized Debtors shall pay the Noteholder Consent Fee and the Term Loan Exit Payment pursuant to the terms of the Restructuring Support Agreement.

On the Effective Date with respect to invoices delivered prior to the Effective Date in accordance with the procedures in the following sentence (the “*Invoiced Restructuring Expenses*”) or as soon as reasonably practicable thereafter (with respect to all other Restructuring Expenses other than the Invoiced Restructuring Expenses), the Reorganized Debtors shall pay in Cash the Restructuring Expenses. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least five (5) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission by any party or limitation with respect to such Restructuring Expenses. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay pre- and post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses and Post Effective Date Implementation Expenses, as applicable, related to implementation, consummation, and defense of the Plan, whether incurred before, on, or after the Effective Date. Notwithstanding anything to the contrary in the Plan, the Restructuring Expenses shall not be subject to the Administrative Claims Bar Date. To the extent any person entitled to reimbursement of Restructuring Expenses or Post Effective Date Implementation Expenses is holding a retainer, such person shall be entitled to continue to hold such retainer until payment in full in Cash by the Reorganized Debtors of such person’s Restructuring Expenses and Post Effective Date Implementation Expenses; *provided* that such retainer shall be applied to pay for such Restructuring Expenses unless such person elects, in its sole discretion, to keep a portion of such retainer solely to the extent needed to cover Restructuring Expenses in excess of any estimates provided in accordance with this paragraph and any reasonably expected Post Effective Date Implementation Expenses, and following the payment of Restructuring Expenses and Post Effective Date Implementation Expenses (if any), on reasonable request of the Debtors, the professionals shall return the remainder of the retainer to the Debtors.

On the Effective Date or as soon as reasonably practicable thereafter and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), the Reorganized Debtors shall pay in Cash the Indenture Trustee Fees (whether accrued prepetition or postpetition, whether before or after the Effective Date of this Plan and to the extent not otherwise paid during the Chapter 11 Cases), without the need for application by any party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. From and after the Effective Date, the Reorganized Debtors will pay any Indenture Trustee Fees in full in Cash without further court approval.

T. *Creation of the Opioid MDT II*

On or prior to the Effective Date, the Debtors shall take all necessary steps to establish the Opioid MDT II in accordance with the Plan and the Opioid MDT II Documents. As of the Effective Date, the Opioid MDT II Documents shall be executed by the Debtors and the Opioid MDT II Trustee(s), and the Opioid MDT II shall be created. The Opioid MDT II is intended to be a “qualified settlement fund” within the meaning of the Treasury Regulations issued under section 468B of the Internal Revenue Code. The purpose of the Opioid MDT II shall be to, among other things: (1) resolve all asserted Opioid Claims (including Opioid Demands) channeled to the Opioid MDT II in accordance with the Plan, Opioid MDT II Documents, and the Confirmation Order; (2) preserve, hold, collect, manage, maximize, and liquidate the assets of the Opioid MDT II for use in resolving Opioid Claims (including Opioid Demands) channeled to the Opioid MDT II and funding the Opioid Creditor Trusts; (3) enforce, pursue, prosecute, compromise, and/or settle the Assigned Third-Party Claims and Assigned Insurance Rights; (4) pay all Trust Expenses as provided, and defined, in the Opioid MDT II Documents (for which the Reorganized Debtors and the Released Parties shall have no responsibility or liability); (5) pay any and all administration and operating expenses of the Opioid MDT II, including the fees and expenses of any professionals retained by the Opioid MDT II; and (6) qualify at all times as a qualified settlement fund.

U. *Appointment and Obligations of Opioid MDT II Trustee(s)*

1. Appointment of the Opioid MDT II Trustee(s)

The appointment of the initial Opioid MDT II Trustee(s) will be approved in the Confirmation Order, and effective as of the Effective Date, in accordance with the Opioid MDT II Documents, the individual(s) selected as the Opioid MDT II Trustee(s) shall be appointed to serve as the Opioid MDT II Trustee(s) for the Opioid MDT II.

There will be three initial Opioid MDT II Trustee(s), which shall be selected by the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, and the Official Committee of Opioid-Related Claimants in consultation with the Debtors and the Future Claimants' Representative; *provided*, that if the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, and the Official Committee of Opioid-Related Claimants cannot agree on the identity of the three initial Opioid MDT II Trustees, (i) one of the initial Opioid MDT II Trustees shall be selected by the Official Committee of Opioid-Related Claimants, and (ii) the remaining two of the initial Opioid MDT II Trustees shall be selected by the Governmental Plaintiff Ad Hoc Committee and the MSGE Group, in all cases in consultation with the Debtors. The identity of the initial Opioid MDT II Trustee(s) shall be disclosed in an amendment to the Plan Supplement filed prior to or concurrently with entry of the Confirmation Order.

2. Obligations of the Opioid MDT II Trustee(s)

The Opioid MDT II Trustees shall take into account the interests of, and owe fiduciary duties to, each of the Opioid Creditor Trusts (including the Private Opioid Creditor Trusts and the Public Opioid Creditor Trusts) in making all decisions on behalf of the Opioid MDT II. In furtherance thereof:

- a. to the extent there are any disputes raised by any Opioid Creditor Trust regarding the operation of the Opioid MDT II or the actions of the Opioid MDT II Trustees, (A) any Opioid Creditor Trustee shall have the right to seek resolution by the Bankruptcy Court of such a dispute, including seeking to enjoin any disputed action by the Opioid MDT II, and all Opioid MDT II Trustees and Opioid Creditor Trustees shall have the right to be heard with regard to any such dispute, including by filing objections, declarations, statements in support or other pleadings (including with supporting evidence) or providing witness testimony at any hearing and (B) the Bankruptcy Court shall have exclusive jurisdiction to hear and resolve any such disputes, and shall be authorized to order appropriate relief (subject to the provisions of this Article IV.U.2 and make a determination in an expedited manner, and in all events, shall make such a decision within thirty (30) days from the request for relief;
- b. upon the payment in full in Cash of a Private Opioid Creditor Trust's respective distribution, the Opioid MDT II shall have no further fiduciary duties to such Private Opioid Creditor Trust, and the Opioid Creditor Trustees of such Private Opioid Creditor Trust shall have no further rights to commence or participate in any action relating to the operations of the Opioid MDT II or the actions of the Opioid MDT II Trustees;
- c. Opioid MDT II Trustees shall (A) provide reasonable reporting to each of the Opioid Creditor Trusts regarding the Opioid MDT II Trustees' activities at least every four (4) months (both cumulatively and in the period just ended), any insurance proceedings, assets (including the value thereof), expenditures, distributions and forward-looking projections (subject to appropriate limitations to

be agreed by the Debtors, the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, and the Official Committee of Opioid-Related Claimants) and (B) make themselves reasonably available (in addition to holding at least one (1) call every four (4) months for the Opioid Creditor Trustees) to answer questions of Opioid Creditor Trustees relating to the Opioid MDT II's activities;

d. the Opioid MDT II Trustees shall be obligated to comply with the terms of the Plan, including this Article IV.U.2, and Opioid MDT II Documents; and

e. in the event of any inconsistency between the terms of this Article IV.U.2 and any other provision of this Plan or Opioid MDT II Documents, the terms of this Article IV.U.2 shall govern unless the Opioid MDT II Trustees and the Opioid Creditor Trustees for each of the Opioid Creditor Trusts mutually agree.

#### V. *Settlements of Opioid Claims*

##### 1. Non-Precedential Effect for Holders of Opioid Claims

This Plan, the Plan Supplement, and the Confirmation Order constitute a good faith full and final comprehensive compromise and settlement of Opioid Claims and controversies based upon the unique circumstances of these Chapter 11 Cases (such as the unique facts and circumstances relating to these Debtors as compared to other defendants in the general opioid litigations, and the need for an accelerated resolution without litigation) such that (i) none of the foregoing documents, nor any materials used in furtherance of Confirmation (including, but not limited to, the Disclosure Statement, and any notes related to, and drafts of, such documents and materials), may be offered into evidence, deemed an admission, used as precedent, or used by any party or Person in any context whatsoever beyond the purposes of this Plan, in any other litigation or proceeding except as necessary, and as admissible in such context, to enforce their terms and to evidence the terms of the Plan before the Bankruptcy Court or any other court of competent jurisdiction, and (ii) any obligation by any party, in furtherance of such compromise and settlement, to not exercise rights that might be otherwise applicable to such party shall be understood to be an obligation solely in connection with this specific compromise and settlement and to be inapplicable in the absence of such compromise and settlement. This Plan, the Plan Supplement, and the Confirmation Order will be binding as to the matters and issues described therein, but will not be binding with respect to similar matters or issues that might arise in any other litigation or proceeding involving Opioid Claims in which none of the Debtors, the Reorganized Debtors, the Opioid MDT II, or the Opioid Creditor Trusts is a party; *provided* that such litigation or proceeding is not to enforce or evidence the terms of the Plan, the Plan Supplement, or the Confirmation Order. Any Opioid Claimants' support of, or position or action taken in connection with, this Plan, the Plan Supplement, and the Confirmation Order may differ from his position or testimony in any other litigation or proceeding except in connection with these Chapter 11 Cases. Further, the treatment of Opioid Claims as set forth in this Plan is not intended to serve as an example for, or represent the parties' respective positions or views concerning any other chapter 11 cases relating to opioid products, nor shall it be used as precedent by any Entity or party in any other chapter 11 cases related to opioid products.

##### 2. Transferability of Opioid Claim Distribution Rights

Any right of a Holder of an Opioid Claim to receive a distribution or other payment from the Opioid MDT II or the Opioid Creditor Trusts on account of an Opioid Claim shall not be evidenced by any certificate, security, receipt or in any other form or manner whatsoever, except on the books and records of the Debtors, Reorganized Debtors, the Opioid MDT II, or the Opioid Creditor Trusts, as applicable. Further, any right of a Holder of an Opioid Claim to receive a distribution or other payment from the Debtors, Reorganized Debtors, the Opioid MDT II, or the Opioid Creditor Trusts on account of an Opioid Claim

shall be nontransferable and nonassignable except by will, intestate, succession or operation of law or as otherwise provided in the Plan or any of the Opioid Creditor Trust Documents. Any rights of Holders of Opioid Claims to receive a Distribution or other payment from the Debtors, Reorganized Debtors, the Opioid MDT II, or the Opioid Creditor Trusts on account of Opioid Claims shall not constitute “securities” and shall not be registered pursuant to the Securities Act. If it is determined that such rights constitute “securities,” the exemption provisions of section 1145(a)(1) of the Bankruptcy Code would be satisfied and such securities would be exempt from registration.

W. *Transfers of Property to and Assumption of Certain Liabilities by the Opioid MDT II*

1. Transfer of Books and Records to the Opioid MDT II

On the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors shall transfer and assign, or cause to be transferred and assigned, to the Opioid MDT II copies of all books and records necessary for, and for the sole purpose of enabling and to the extent necessary to enable, the defense of Opioid Claims (including Opioid Demands) in accordance with the Opioid MDT II Cooperation Agreement, including, for the avoidance of doubt, both privileged and non-privileged documents; *provided*, that, after the transfer of such books and records the Debtors or the Reorganized Debtors may destroy copies of such books and records in accordance with their record management policies. The transfer of any privileged books and records provided to the Opioid MDT II necessary for the defense of Opioid Claims (including Opioid Demands) shall not result in the destruction or waiver of any applicable privileges pertaining to such books and records. Subject to the terms of the Opioid MDT II Cooperation Agreement, no documents or communications subject to a privilege shall be publicly disclosed by the Opioid MDT II or communicated to any person not entitled to receive such information or in a manner that would diminish the protected status of such information, unless such disclosure or communication is reasonably necessary to defend the Opioid Claims (including Opioid Demands) as more fully set forth in the Opioid MDT II Cooperation Agreement. Further, pursuant to the Plan and the Confirmation Order, none of the Debtors, the Reorganized Debtors, any of the Debtors’ or the Reorganized Debtors’ Affiliates or the Disinterested Managers shall be liable for violating any confidentiality or privacy protections as a result of transferring the books and records to the Opioid MDT II in accordance with the Opioid MDT II Cooperation Agreement, and the Opioid MDT II, upon receipt of the books and records, shall take appropriate steps to comply with any such applicable protections.

2. Funding the Opioid MDT II

a. *Opioid MDT II Funding Amount*

The Opioid MDT II shall be funded solely by the Opioid MDT II Consideration. On the Effective Date, the obligations to provide the Opioid MDT II Consideration shall constitute legal, valid, binding, and authorized obligations of the applicable Reorganized Debtors, enforceable in accordance with the terms hereof. The financial accommodations to be extended in connection with the Opioid MDT II Consideration are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law.

b. *Payments to the Opioid MDT II and to the Public Schools’ Special Education Initiative*

On the Effective Date, the Debtors and/or the Reorganized Debtors will make the Initial Opioid MDT II Payment, and thereafter, the Reorganized Debtors or Reorganized Mallinckrodt will make each of

the Opioid Deferred Cash Payments subject to the Prepayment Option; *provided* after any sale of (i) Mallinckrodt Enterprises Holdings, Inc. and its subsidiaries (including, for the avoidance of doubt, its successors and assigns) or (ii) a material portion of their assets or businesses (including as a result of a merger, equity sale, or asset sale), subject to compliance with the Debtors' covenants under the agreements governing their funded indebtedness (as may be modified from time to time), 50% of the "net proceeds" of such sale (after, for the avoidance of doubt, compliance with then-existing covenants) shall be paid to the Opioid MDT II; and the amount of such net proceeds actually conveyed to the Opioid MDT II will be deemed a ratable repayment against the remaining Opioid Deferred Cash Payments that the Opioid MDT II is entitled to receive. For the avoidance of doubt, the Debtors will not be under any obligation to undertake any such sale on any particular timeframe. The Debtors intend that payments to the Opioid MDT II (whenever made, and from whatever source) will constitute "restitution . . . for damage or harm" within the meaning of Section 162(f) of the Internal Revenue Code, and will be so characterized for U.S. federal income tax purposes to the extent such payments are made to or at the direction of a government or governmental entity, and such payments are hereby, based on the origin of the liability and the nature and purpose of such payments, so identified in accordance with Section 162(f)(2)(A)(ii) of the Internal Revenue Code. For the avoidance of doubt, the foregoing sentence is intended to apply to the tax characterization of payments to the Opioid MDT II on account of Opioid Claims, and such tax characterization shall not be construed to be dispositive for any non-tax purpose. Nor shall such tax characterization be construed to mean that Debtors' payments satisfy the full extent of the liability associated with Opioid Claims, the satisfaction of which remains a valuable right assigned to the Opioid MDT II, nor that the remaining liability associated with Opioid Claims seeks restitution as a form of relief.

In addition, the Debtors and the Public Schools' Special Education Initiative intend that the Public Schools' Special Education Initiative Contribution will constitute "restitution . . . for damage or harm" within the meaning of Section 162(f) of the Internal Revenue Code, and will be so characterized for U.S. federal income tax purposes to the extent such payments are made to or at the direction of a government or governmental entity, and such payments are hereby, based on the origin of the liability and the nature and purpose of such payments, so identified in accordance with Section 162(f)(2)(A)(ii) of the Internal Revenue Code. For the avoidance of doubt, the foregoing sentence is intended to apply to the tax characterization of the Public Schools' Special Education Initiative Contribution, and such tax characterization shall not be construed to be dispositive for any non-tax purpose.

Each of the Opioid MDT II, NOAT II, and the Public Schools' Special Education Initiative, on the one hand, and the Reorganized Debtors, on the other, shall reasonably cooperate in good faith with each other and their respective representatives with respect to the reporting required pursuant to Section 6050X of the Internal Revenue Code regarding the payments or transfers of property required under the Plan, with the goal of eliminating redundancies and complying with their reporting requirements, if any, in an efficient manner, including, if permitted under applicable law, appointing a single appropriate official to file a single information return in accordance with Treasury Regulation Sections 1.6050X-1(b)(3) and 1.6050X-1(f)(1)(ii)(B). Each of the Opioid MDT II, NOAT II, and the Public Schools' Special Education Initiative, as applicable, shall, no later than thirty (30) days prior to the date on which each such information return, if any, is required to be filed, provide to the Reorganized Debtors a draft of any such information return it has determined that it is required to file with the IRS with respect to payments or transfer of property to it under the Plan and, prior to filing, shall consider in good faith any and all comments timely received from the Reorganized Debtors with respect thereto. If, after consultation with its tax advisors, the Trustees or other authorized persons of the Opioid MDT II, NOAT II or the Public Schools' Special Education Initiative reasonably determine in good faith that any such comments should not be reflected in such filing, the parties shall use reasonable best efforts to negotiate in good faith so as to reach a mutually agreeable resolution. If the parties are unable to reach a mutually agreeable resolution, the matter shall be resolved as directed by the Bankruptcy Court.

In addition, each of the Opioid MDT II and the Public Schools' Special Education Initiative shall use reasonable best efforts to provide to the Reorganized Debtors, no later than fifteen (15) days following the end of each calendar quarter, an estimate of the aggregate payments to any attorneys' fee funds established pursuant to Article IV.X.9.

c. *New Opioid Warrants*

On the Effective Date, Reorganized Mallinckrodt shall issue, and the Debtors shall cause to be transferred, the New Opioid Warrants to the Opioid MDT II or to a newly formed limited liability company formed and wholly owned by the Opioid MDT II.<sup>7</sup>

d. *Assigned Third-Party Claims, Share Repurchase Claims, and Assigned Insurance Rights*

As of the Effective Date, the Debtors and/or the Reorganized Debtors shall be deemed to have assigned the Assigned Third-Party Claims, the Share Repurchase Claims, and the Assigned Insurance Rights to the Opioid MDT II; *provided, that* the exercise of remedies (including rights of setoff and/or recoupment) by non-Debtor third parties against the Debtors or Reorganized Debtors (but not the Opioid MDT II) on account of any Assigned Third-Party Claims shall be enjoined and barred. Subject to the foregoing, nothing contained in the Plan, the Plan Supplement, or the Confirmation Order shall operate to require any Opioid Insurer to pay under any Opioid Insurance Policy the liability of any Person that was not an insured prior to the Petition Date..

The Reorganized Debtors shall transfer and assign, or cause to be transferred and assigned, to the Opioid MDT II copies of books and records necessary for, and for the sole purpose of enabling and to the extent necessary to enable, the prosecution of the Assigned Third-Party Claims, the Share Repurchase Claims, and the Assigned Insurance Rights in accordance with the Opioid MDT II Cooperation Agreement, including, for the avoidance of doubt, both privileged and non-privileged documents; *provided, that*, after the transfer of such books and records the Debtors or the Reorganized Debtors may destroy copies of such books and records in accordance with their record management policies. Such transfer shall not result in the destruction or waiver of any applicable privileges pertaining to such books and records. Subject to the terms of the Opioid MDT II Cooperation Agreement, no documents or communications subject to a privilege shall be publicly disclosed by the Opioid MDT II or communicated to any person not entitled to receive such information or in a manner that would diminish the protected status of such information, unless such disclosure or communication is reasonably necessary to preserve, secure, prosecute, or obtain the benefit of the Assigned Third-Party Claims, the Share Repurchase Claims, and Assigned Insurance Rights as more fully set forth in the Opioid MDT II Cooperation Agreement.

The Opioid MDT II shall be authorized to conduct Rule 2004 examinations, to the fullest extent permitted thereunder, to investigate the Assigned Third-Party Claims, the Share Repurchase Claims, and the Assigned Insurance Rights, without the requirement of filing a motion for such authorization; *provided*, however, that no such Rule 2004 examinations shall be taken of the Debtors, the Reorganized Debtors, Medtronic plc (and/or its subsidiaries and affiliates, including Covidien Limited), or any of their respective predecessors, successors, assigns and each of their respective then-current or former employees, officers,

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<sup>7</sup> The Debtors and the Supporting Parties are discussing the original issuance of the New Opioid Warrants to a newly formed limited liability company ("LLC") formed by and initially owned by Opioid MDT II. At emergence, Reorganized Debtor will issue the warrants to LLC directly. Following the issuance of the warrants to LLC, Opioid MDT II will distribute substantially all of the equity interests in LLC to the Creditor Trusts, retaining the portion allocable to the Opioid MDT II disputed claims reserve and any other portion allocable to Opioid MDT II beneficiaries other than the Creditor Trusts. A further transfer of LLC equity is expected with respect to TAFT II and the TAFT II beneficiaries.

directors or Representatives without further order of the Bankruptcy Court (if the Chapter 11 Cases remain open) after notice and an opportunity to object and be heard. Notwithstanding the foregoing, nothing herein shall interfere with the obligations of the Debtors, the Reorganized Debtors, or any of their respective then-current or former employees, officers, directors or Representatives to cooperate with the Opioid MDT II as set forth herein and in the Opioid MDT II Cooperation Agreement. For the avoidance of doubt, in the context of an actual pending litigation or contested matter, the rules of discovery applicable to such litigation or contested matter will control.

In implementing the assignment of the Assigned Insurance Rights, the Debtors or the Reorganized Debtors, on the one hand, and the Governmental Plaintiff Ad Hoc Committee and the MSGE Group or the Opioid MDT II, on the other hand, shall cooperate and negotiate in good faith concerning (x) treatment of unsatisfied self-insured retentions under the applicable Insurance Contracts, which, to the extent they remain to be paid as of the Effective Date, shall be satisfied to the extent and in the manner required by applicable law, with the objective of minimizing adverse consequences to Mallinckrodt, Reorganized Mallinckrodt, and the Opioid MDT II (it being understood that the foregoing obligation shall not require the Debtors or Reorganized Debtors to satisfy all or any portion of any such self-insured retentions with respect to any Opioid Insurance Policies) and (y) any actions by the Debtors, Reorganized Debtors, or the Opioid MDT II to pursue or preserve the Insurance Contracts relating to the Assigned Insurance Rights.

### 3. Assigned Third-Party Claims and Assigned Insurance Rights Cooperation

During the pendency of the Chapter 11 Cases, the Debtors shall use reasonable best efforts to cooperate with counsel to the Governmental Plaintiff Ad Hoc Committee and counsel to the MSGE Group in connection with their investigation, preservation, pursuit, and securing of the Assigned Third-Party Claims and Assigned Insurance Rights, including by providing non-privileged information (including, without limitation, data, documents, emails, and access to individuals with information), at the reasonable request of counsel to the Governmental Plaintiff Ad Hoc Committee and counsel to the MSGE Group.

The Debtors shall use reasonable best efforts to provide all available, non-privileged information relating to the Assigned Third-Party Claims and Assigned Insurance Rights to counsel to the Governmental Plaintiff Ad Hoc Committee and to counsel to the MSGE Group during the Debtors' bankruptcy cases; *provided, however*, that such information shall be provided prior to entry of the Confirmation Order.

On and after the Effective Date, the Reorganized Debtors shall use reasonable best efforts to cooperate with the Opioid MDT II in connection with the Opioid MDT II's investigation, preservation, pursuit, and securing of the Assigned Third-Party Claims and the Assigned Insurance Rights. The terms and conditions of such cooperation shall be set forth in the Opioid MDT II Cooperation Agreement and included in the Confirmation Order. The Opioid MDT II shall reimburse the Reorganized Debtors for their documented and reasonable out-of-pocket costs and expenses incurred in connection with such reasonable cooperation from and after the Effective Date.

Any request by the Opioid MDT II, the Governmental Plaintiff Ad Hoc Committee, or the MSGE Group for cooperation by the Debtors and Reorganized Debtors shall be on reasonable advance notice, and provided during normal business hours and otherwise in a manner that does not disrupt commercial operations.

### 4. Share Repurchase Claims

On and after the Effective Date, the Opioid MDT II shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Share Repurchase Claim, and to decline to do any of the foregoing

without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court; provided that the settlement, monetization, or disposition of the Share Repurchase Claims may not treat the holders of interests in such Share Repurchase Claims inconsistently without such holders' consent or, if applicable, without offering such holders the right to participate in such settlement, monetization, or disposition).

5. Share Repurchase Claims Cooperation

During the pendency of the Chapter 11 Cases, the Debtors shall use reasonable best efforts to cooperate with counsel to the Governmental Plaintiff Ad Hoc Committee, counsel to the MSGE Group, and counsel to the Official Committee of Opioid-Related Claimants in connection with their investigation, preservation, pursuit, and securing of the Share Repurchase Claims, including by providing non-privileged information (including, without limitation, data, documents, emails, and access to individuals with information), at the reasonable request of counsel to the Governmental Plaintiff Ad Hoc Committee, counsel to the MSGE Group, and counsel to the Official Committee of Opioid-Related Claimants.

The Debtors shall use reasonable best efforts to provide all available, non-privileged information relating to the Share Repurchase Claims to counsel to the Governmental Plaintiff Ad Hoc Committee, counsel to the MSGE Group, and counsel to the Official Committee of Opioid-Related Claimants during the Debtors' bankruptcy cases; *provided, however*, that such information shall be provided prior to entry of the Confirmation Order.

On and after the Effective Date, the Reorganized Debtors shall use reasonable best efforts to cooperate with the Opioid MDT II in connection with the Opioid MDT II's investigation, preservation, pursuit, and securing of the Share Repurchase Claims. The terms and conditions of such cooperation shall be set forth in the Opioid MDT II Cooperation Agreement and included in the Confirmation Order. The Opioid MDT II shall reimburse the Reorganized Debtors for their documented and reasonable out-of-pocket costs and expenses incurred in connection with such reasonable cooperation from and after the Effective Date. The Opioid MDT II shall reasonably consult with the General Unsecured Claims Trustee, at the reasonable request of the General Unsecured Claims Trustee, generally regarding the Opioid MDT II's pursuit of the Share Repurchase Claims.

Any request by the Opioid MDT II, the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, or the Official Committee of Opioid-Related Claimants for cooperation by the Debtors and Reorganized Debtors shall be on reasonable advance notice, and provided during normal business hours and otherwise in a manner that does not disrupt commercial operations.

6. Vesting of the Opioid MDT II Consideration in the Opioid MDT II

On the Effective Date or on the date which an Opioid Deferred Cash Payment is actually made, as applicable, pursuant to the Plan and in accordance with the Opioid MDT II Documents, the Opioid MDT II Consideration shall be transferred or issued to and vest in the Opioid MDT II free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind (other than the Opioid Claims (including Opioid Demands)). The Opioid MDT II shall have no liability for, and the Opioid MDT II Consideration shall vest in the Opioid MDT II free and clear of, any pre-petition and post-petition Claims, Causes of Action or liabilities of any kind, in each case that have been or could have been asserted against the Debtors, their Estates or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date, except for the Opioid Claims (including the Opioid Demands). From and after the Effective Date, all proceeds of the Opioid MDT II Consideration, including without limitation, amounts paid by Insurers under the Assigned Insurance Rights, shall be paid to the Opioid MDT II to be applied in accordance with the Opioid MDT II Documents.

7. Assumption of Certain Liability and Responsibility by the Opioid MDT II

In consideration for the property transferred to the Opioid MDT II pursuant to Article IV.W.2 and in furtherance of the purposes of the Opioid MDT II and the Plan, the Opioid MDT II shall assume all liability and responsibility, financial and otherwise, for all Opioid Claims (including Opioid Demands) not otherwise channeled to an Opioid Creditor Trust or the Ratepayer Account, including U.S. Government Opioid Claims, and Other Opioid Claims, and the Debtors, the Reorganized Debtors, and the Protected Parties shall have no liability or responsibility, financial or otherwise, therefor. The Opioid MDT II's liability for such assumed Opioid Claims shall be limited to the FHCA Opioid Claim Share and the aggregate amount of Other Opioid Claimant Pro Rata Shares. Except as otherwise provided in the Plan and the Opioid MDT II Documents, the Opioid MDT II shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such Opioid Claims (including Opioid Demands) that the Debtors or the Reorganized Debtors has or would have had under applicable law.

8. Institution of Maintenance of Legal and Other Proceedings

As of the date upon which the Opioid MDT II is established, the Opioid MDT II shall be empowered, and have the sole authority, to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any asset, liability or responsibility of the Opioid MDT II, including in respect of the Assigned Third-Party Claims and Assigned Insurance Rights. The Opioid MDT II shall be empowered, and have the sole authority, to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary or appropriate by the Opioid MDT II Trustee(s). The Opioid MDT II shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which the Opioid MDT II is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing.

9. Insurance "Neutrality"

Nothing in the Plan, the Plan Supplement, or the Confirmation Order shall alter, supplement, change, decrease or modify the terms (including conditions, limitations and/or exclusions) of the Opioid Insurance Policies; provided that, notwithstanding anything in the foregoing to the contrary, the enforceability and applicability of the terms (including conditions, limitations and/or exclusions) of the Opioid Insurance Policies and thus the rights or obligations of any Insurer, the Debtors, and the applicable post-Effective Date Entities, including the Opioid MDT II, arising out of or under any Opioid Insurance Policy, whether before or after the Effective Date, are subject to the Bankruptcy Code and applicable law (including any actions or obligations of the Debtors thereunder), the terms of the Plan, the Plan Supplement, the Confirmation Order (including the findings contained therein or issued in conjunction therewith) and, to the extent the Insurers have or had adequate notice from any source, any other ruling made or order entered by the Bankruptcy Court.

X. *Opioid Creditor Trusts and Settlements of Opioid Claims*

1. Establishment and Purpose of the Opioid Creditor Trusts

The Confirmation Order shall endorse and direct the establishment of the Opioid Creditor Trusts on or prior to the Effective Date in accordance with the terms of the respective Opioid Creditor Trust Documents. The Opioid Creditor Trusts shall be independent from the Holders of Claims against the Debtors. The Opioid Creditor Trusts shall be established for the purposes described in this Plan and any other purposes more fully described in the Opioid Creditor Trust Documents. Each Opioid Creditor Trust shall, as applicable

and in each case, in accordance with the Plan, the Confirmation Order and the applicable Opioid Creditor Trust Documents:

- a. hold, manage and invest all funds and other assets received by such Opioid Creditor Trust from the Opioid MDT II, in each case, for the benefit of the beneficiaries of such Opioid Creditor Trust;
- b. hold and maintain required reserves for such Opioid Creditor Trust in accordance with the applicable Opioid Creditor Trust Documents;
- c. administer, process, and resolve Opioid Claims channeled to such Opioid Creditor Trust, in each case as provided in the applicable Opioid Creditor Trust Documents, as set forth in Article IV.Y herein; and
- d. pay all applicable Opioid Creditor Trust Operating Expenses.

2. Appointment and Role of the Opioid Creditor Trustees

In furtherance of and consistent with the purposes of the Opioid Creditor Trusts and the Plan, the Opioid Creditor Trustees shall have the power and authority to perform all functions on behalf of the respective Opioid Creditor Trusts. The Opioid Creditor Trustees shall undertake all administrative responsibilities as are provided in the Plan and the applicable Opioid Creditor Trust Documents. The Opioid Creditor Trustees shall be responsible for all decisions and duties with respect to the respective Opioid Creditor Trusts. In all circumstances, each Opioid Creditor Trustee shall be independent and disinterested and shall act in the best interests of the beneficiaries of such Opioid Creditor Trust, in furtherance of the purpose of such Opioid Creditor Trust and in accordance with this Plan and the applicable Opioid Creditor Trust Documents. In accordance with the Opioid Creditor Trust Documents, each Opioid Creditor Trustee shall serve in such capacity through the earlier of (x) the date that the applicable Opioid Creditor Trust is dissolved in accordance with the applicable Opioid Creditor Trust Documents and (y) the date such Opioid Creditor Trustee resigns, is terminated or is otherwise unable to serve for any reason.

The NOAT II Trustee(s) shall be selected by the Governmental Plaintiff Ad Hoc Committee and the MSGE Group, in consultation with the Debtors. The TAFT II Trustee(s) will be selected by the Tribal Leadership Committee designated by the MDL Court in the MDL and also identified in the *Amended Verified Statement of the Tribal Leadership Committee Pursuant to Bankruptcy Rule 2019* [Docket No. 1339], in consultation with the Debtors. The Opioid Creditor Trustees will be selected for (i) the Third-Party Payor Trust by the Third-Party Payor Group, (ii) the PI Trust by the Ad Hoc Group of Personal Injury Victims and the Future Claimants' Representative, (iii) the Hospital Trust by the Ad Hoc Group of Hospitals, (iv) the NAS Monitoring Trust by the NAS Committee, and (v) the Emergency Room Physicians Trust by the Emergency Room Physicians Group, in each case, in consultation with the Debtors. The identity of the initial Opioid Creditor Trustees shall be disclosed in the Plan Supplement.

3. Abatement Distributions

Each Abatement Trust shall, in accordance with the Plan, the Confirmation Order and the applicable Abatement Trust Documents, make Abatement Distributions to Authorized Recipients for Approved Uses.

4. Abatement Trust Monitoring and Reporting Obligations

Each Abatement Trust shall (i) monitor the use of funds received by Abatement Distribution recipients in accordance with Authorized Abatement Purposes and (ii) prepare and deliver to the Opioid MDT II for publication annual reports on the disbursement and use of Abatement Distributions from such Abatement Trust and the compliance by Abatement Distribution recipients with the Authorized Abatement Purposes

set forth in the applicable Abatement Trust Documents. In addition, NOAT II shall prepare or direct the preparation of annual audited financial reports of NOAT II to be filed with the Bankruptcy Court, delivered to the States and published on a publicly available website.

5. Assumption of Obligations and Liabilities

In consideration for the property transferred to the Opioid Creditor Trusts pursuant to Articles IV.W.2 and IV.X.7 and in furtherance of the purposes of the Opioid MDT II, Opioid Creditor Trusts, and the Plan, each Opioid Creditor Trust and the Ratepayer Account shall assume all liability and responsibility, financial and otherwise, for any Opioid Claims (including Opioid Demands) channelled to each Opioid Creditor Trust and the Ratepayer Account, respectively, other than any U.S. Government Opioid Claims, and Other Opioid Claims, and the Debtors, the Reorganized Debtors, and the Released Parties shall have no liability or responsibility, financial or otherwise, therefor. Except as otherwise provided in the Plan, the Opioid MDT II Documents, and the Opioid Creditor Trust Documents, the Opioid Creditor Trusts and the Ratepayer Account shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such Opioid Claims (including Opioid Demands) that the Debtors or the Reorganized Debtors has or would have had under applicable law.

6. Institution and Maintenance of Legal and Other Proceedings

As of the date upon which the Opioid Creditor Trusts are established, the Opioid Creditor Trusts shall be empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any asset, liability or responsibility of the Opioid Creditor Trusts. Such legal actions and other proceedings shall be limited solely to those required for the purposes of satisfying the responsibilities of the applicable Opioid Creditor Trust. The Opioid Creditor Trusts shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary or appropriate by the applicable Opioid Creditor Trustee. The Opioid Creditor Trusts shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which the Opioid Creditor Trusts are established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing.

To the extent that the Opioid MDT II discovers, through its pursuit of the Assigned Insurance Rights, Insurance Contracts that are not included on the Schedule of Opioid Insurance Policies or the Schedule of Excluded Insurance Policies, (i) the Opioid MDT II will provide notice of such discovery to the Reorganized Debtors as soon as reasonably practicable following such discovery and (ii) the Opioid MDT II and the Reorganized Debtors will work in good faith to agree whether such Insurance Contract is an Opioid Insurance Policy or an Excluded Insurance Policy. The Reorganized Debtors, the Opioid MDT II, and the Insurers reserve their rights to pursue relief in any appropriate forum in the event the Reorganized Debtors and the Opioid MDT II are unable to reach an agreement whether such Insurance Contract is an Opioid Insurance Policy or an Excluded Insurance Policy.

7. Opioid MDT II Distributions

The Opioid MDT II shall make the Opioid MDT II Initial Distribution on the Opioid MDT II Initial Distribution Date and shall make the Opioid MDT II Subsequent Distributions on any Opioid MDT II Subsequent Distribution Date. The Opioid MDT II shall fund the Opioid Attorneys' Fees Fund with the Opioid Attorneys' Fees Fund Share, out of the Public Opioid Creditor Share. The Opioid MDT II shall also establish and fund the Opioid MDT II Operating Reserve and the Opioid MDT II Third-Party Payor Reserve.

8. Private Claimants' Attorneys' Fees.

A. Common Benefit Fund Assessments. On the Effective Date, a Common Benefit Escrow shall be established and funded by assessments of 5% of each Distribution made by the Private Opioid Creditor Trusts and the Ratepayer Account. Such assessments will be paid by each Private Opioid Creditor Trust and the Ratepayer Account in respect of the distributions made by each Private Opioid Creditor Trust and the Ratepayer Account to the Common Benefit Escrow and then, upon its establishment, directly to the Common Benefit Fund established by the MDL Court, on periodic schedules for each Private Opioid Creditor Trust and the Ratepayer Account acceptable to such creditors and the MDL Plaintiffs' Executive Committee, or as otherwise ordered by the MDL Court. The amounts in the Common Benefit Escrow shall be held in escrow until an order is entered by the MDL Court establishing a Common Benefit Fund, at which time the amounts held by the Common Benefit Escrow and all subsequent assessments of 5% of each Distribution made by the Private Opioid Creditor Trusts and the Ratepayer Account shall be transferred to and distributed in accordance with the order of the MDL Court establishing the Common Benefit Fund. To the extent a Hospital Opioid Claimant, a Third-Party Payor Opioid Claimant, a Ratepayer Opioid Claimant, a NAS Monitoring Opioid Claimant, a PI/NAS Opioid Claimant (or any ad hoc group consisting of Claimants of any of the foregoing) has retained counsel through an contingency fee arrangement, any contingency fees owed to such contingency counsel payable from Distributions under the Plan shall be reduced by the full amount payable under this Article IV.X.8. However, the applicable Claimant and its counsel, in their sole discretion, may agree that an amount up to but not exceeding 40% of the amount payable under this Article IV.X.8 may be applied to the reimbursement of actual costs and expenses incurred by such Claimant's counsel, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel. For the avoidance of doubt, if the Debtors, the Governmental Plaintiff Ad Hoc Committee, and the MSGE Group agree to any reduced or less restrictive terms concerning the 5% Common Benefit Fund assessment (or its implementation) provided under any portion of this Article IV.X.8 for any of the Private Opioid Creditor Trusts and the Ratepayer Account, then such modifications shall apply to each of the groups, *mutatis mutandis*.

B. Hospitals Attorneys' Fees and Costs. On the Effective Date, the Hospital Attorney Fee Fund shall be established for the payment of attorneys' fees and costs of the Ad Hoc Group of Hospitals with respect to Hospital Opioid Claims. The Hospital Attorney Fee Fund shall be funded with (i) 20% of each distribution made by the Hospital Trust to Hospital Opioid Claimants that have not retained (or are not part of an ad hoc group that has retained) separate counsel through an individual contingency fee arrangement less (ii) the amount of such Distributions payable to the Common Benefit Escrow and the Common Benefit Fund under Article IV.Y.7(A). The Hospital Attorney Fee Fund shall be administered by the Hospital Trust on terms acceptable to the Ad Hoc Group of Hospitals.

C. NAS Monitoring Attorneys' Fees and Costs. On the Effective Date, the NAS Monitoring Attorney Fee Fund shall be established for the payment of attorneys' fees and costs of the NAS Committee with respect to NAS Monitoring Opioid Claimants. The NAS Monitoring Attorney Fee Fund shall be funded with (i) 20% of each distribution made to the NAS Monitoring Trust less (ii) the amount of such Distributions payable to the Common Benefit Escrow and the Common Benefit Fund under Article IV.X.8.A. Reasonable expert costs incurred by the NAS Committee in the formation of the abatement plan for the NAS Monitoring Trust shall also be paid by the NAS Monitoring Trust, and, for the avoidance of doubt, (x) there shall be no amounts payable to the Common Benefit Escrow or the Common Benefit Fund on account of such cost reimbursements and (y) the 20% limitation on attorneys' fees shall not apply to the foregoing reasonable expert costs. The NAS Monitoring Attorney Fee Fund shall be administered by the NAS Monitoring Trust on terms acceptable to the NAS Committee. Except as expressly set forth in this Article IV.X.8, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a Claim (or any ad hoc group of Holders of Claims) and such Holder's (or ad hoc group's) counsel.

D. Ratepayer Attorneys' Fees and Costs. On the Effective Date, the Ratepayer Attorney Fee Fund shall be established for the payment of attorneys' fees and costs of the Ratepayer Mediation Participants. The Ratepayer Attorney Fee Fund shall be funded with (i) 20% of each distribution made by the Ratepayer Account less (ii) the amount of such Distributions payable to the Common Benefit Escrow and the Common Benefit Fund under Article IV.X.8.A. The Ratepayer Attorney Fee Fund shall be administered by the Ratepayer Account as set forth in this Article IV.X.8. Except as expressly set forth in this Article IV.X.8, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a Claim (or any ad hoc group of Holders of Claims) and such Holder's (or ad hoc group's) counsel.

E. Emergency Room Physicians Attorneys' Fees and Costs. On the Effective Date, the Emergency Room Physicians Attorney Fee Fund shall be established for the payment of attorneys' fees and costs of the Emergency Room Physicians Opioid Claimants. The Emergency Room Physicians Attorney Fee Fund shall be funded with (i) 20% of each distribution made by the Emergency Room Physicians Trust less (ii) the amount of such Distributions payable to the Common Benefit Escrow and the Common Benefit Fund under Article IV.X.8.A. The Emergency Room Physicians Attorney Fee Fund shall be administered by the Emergency Room Physicians Trust as set forth in this Article IV.X.8. Except as expressly set forth in this Article IV.X.8, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a Claim (or any ad hoc group of Holders of Claims) and such Holder's (or ad hoc group's) counsel.

F. PI Claimant Costs and Expenses. The Opioid Creditor Trustee of the PI Trust shall pay or reimburse, as applicable, the compensation, costs and fees of professionals that represented or advised the Ad Hoc Group of Personal Injury Victims and the NAS Committee in connection with the Chapter 11 Cases, as and to the extent provided in the PI Trust Documents. Such compensation, costs and fees paid or reimbursed, as applicable, by the PI Trust shall be deducted from distributions from the PI Trust Holders of Allowed PI Opioid Claims and Allowed NAS PI Opioid Claims, in each case pursuant to the PI Trust Documents. Nothing in this Article IV.X.8 shall impair or otherwise affect any fee contract that is not a contingency fee contract between the Ad Hoc Group of Personal Injury Victims and its professionals, or between the NAS Committee and its professionals.

G. No Impairment of Contingency Fee Contracts; No Further Assessment. Except as expressly set forth in this Article IV.X.8, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a Claim (or any ad hoc group of Holders of Claims) and such Holder's (or ad hoc group's) counsel. In this regard, the payment of the assessments described in this Article IV.X.8 shall be the only payment that such Holders (or their counsel) shall ever have to make to the Common Benefit Fund with respect to amounts distributed under this Plan, and shall not be subject to any further or other common benefit or similar assessments with respect to amounts distributed pursuant to the Plan or payments to attorneys in respect thereof.

9. Public Opioid Claimants' Attorneys' Fees

A. Opioid Attorneys' Fee Fund. On the Effective Date, the Opioid Attorneys' Fee Fund shall be established, and thereafter funded pursuant to Article IV.X.7 for payment of costs and expenses (including attorneys' fees) as further set forth in this Article IV.X.9.

B. Municipal and Tribe Opioid Attorneys' Fee Fund. On the Effective Date, the Municipal and Tribe Opioid Attorneys' Fee Fund shall be established for the payment of costs and expenses (including attorneys' fees) of Holders of Municipal Opioid Claims and Tribe Opioid Claims (including any ad hoc group consisting of any of the foregoing), other than any amounts paid to counsel to the Governmental Plaintiff Ad Hoc Committee and the MSGE Group in accordance with the Plan and the Restructuring Support Agreement. The Municipal and Tribe Opioid Attorneys' Fee Fund shall be funded in an aggregate

amount not to exceed \$110 million from periodic distributions of 5.5% of each distribution on account of the Public Opioid Creditor Share. Payments from the Municipal and Tribe Opioid Attorneys' Fee Fund shall be the exclusive means of payment from the Public Opioid Creditor Trusts for costs and expenses (including attorneys' fees) of any Holder of a Municipal Opioid Claim or Tribe Opioid Claim (or any ad hoc group consisting of any of the foregoing) or any attorney therefor, other than amounts paid in accordance with the order of the MDL Court establishing the Common Benefit Fund. Except as otherwise agreed to in writing by the MSGE Group and the MDL Plaintiffs' Executive Committee, the PEC/MSGE Mallinckrodt Fee Allocation Agreement shall be and remain fully enforceable, and shall apply to the Municipal and Tribe Opioid Attorneys' Fee Fund. All modifications of the Municipal and Tribe Opioid Attorneys' Fee Fund that directly impact reimbursement of costs and expenses of Holders of Tribe Opioid Claims shall be reasonably acceptable to the Tribal Leadership Committee.

C. State Costs and Expenses. On the Effective Date, the State Opioid Attorneys' Fee Fund shall be established for the payment of costs and expenses (including attorneys' fees) of the States (including any ad hoc group thereof), other than amounts other than any amounts paid to counsel to the Governmental Plaintiff Ad Hoc Committee in accordance with the Plan and the Restructuring Support Agreement. The State Opioid Attorneys' Fee Fund shall be funded in an aggregate amount not to exceed \$90 million from periodic distributions of 4.5% of each distribution on account of the Public Opioid Creditor Share. Payments from the State Opioid Attorneys' Fee Fund shall be the exclusive means of payment from the Public Opioid Creditor Trusts for costs and expenses (including attorneys' fees) of any State (or any ad hoc group thereof) or any attorney therefor, other than amounts paid in accordance with the order of the MDL Court establishing the Common Benefit Fund.

10. U.S. Government-Opioid Claimant Medical Expense Claim Settlement

The U.S. Government-Opioid Claimant Medical Expense Claim Settlement is as follows:

- (a) Notwithstanding Article IX.E of the Plan, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Opioid Creditor Trusts, each Holder of an Opioid Claim and, in respect of each of the Opioid Creditor Trusts and each Holder of an Opioid Claim, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such, shall, without any further action by the Bankruptcy Court, be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by each Holder of a U.S. Government-Opioid Claimant Medical Expense Claim of all U.S. Government-Opioid Claimant Medical Expense Claims and all claims and Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the U.S. Government-Opioid Claimant Medical Expense Claim Settlement (other than a claim or Cause of Action to enforce the U.S. Government-Opioid Claimant Medical Expense Claim Settlement, including, but not limited to, the release set forth in Article IV.X.10.b of the Plan) that each Holder of a U.S. Government-Opioid Claimant Medical Expense Claim has asserted or could assert on its own behalf or on behalf of another Person or party, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), against the Opioid Creditor Trusts, a Holder of an Opioid Claim, Distributions to Holders of Opioid Claims pursuant to the Opioid Creditor Trust Documents or under the Plan and, in respect of each of the Opioid Creditor Trusts, and each Holder of an Opioid Claim, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such; provided, however, that, if a Holder of an Opioid Claim commences a legal action against a Holder of a U.S. Government-Opioid Claimant Medical Expense Claim challenging all or any portion of the U.S. Government-Opioid Claimant Medical Expense Claim Settlement, then, from and after the

commencement of such legal action, the U.S. Government-Opioid Claimant Medical Expense Claim Release shall be void ab initio solely with respect to such Holder of an Opioid Claim, and the heirs, successors and assigns of such Holder of an Opioid Claim, in their capacities as such, and not with respect to any other Person or party, including, but not limited to, the Opioid Creditor Trusts, counsel to such Holder of an Opioid Claim and, in respect of each of the Opioid Creditor Trusts and such counsel, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such; provided further that no such legal action against a Holder of a U.S. Government-Opioid Claimant Medical Expense Claim shall impair or reduce the amount that the United States shall receive pursuant to Article IV.X.10.b. Nothing in this Article IV.X.10.a creates any rights of a Holder of an Opioid Claim to sue the United States or any of its agencies, including a Holder of a U.S. Government-Opioid Claimant Medical Expense Claim, and the United States and its agencies reserve all rights and defenses in that regard; and nothing in this paragraph is or shall be deemed a waiver of any applicable sovereign immunity with respect to any legal action against the United States or any of its agencies challenging all or any portion of the U.S. Government-Opioid Claimant Medical Expense Claim, brought by a Holder of an Opioid Claim or the heirs, successors or assigns of such Holder of an Opioid Claim, in their capacities as such.

- (b) As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Holder of a U.S. Government-Opioid Claimant Medical Expense Claim shall, without any further action by the Bankruptcy Court, be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the Opioid Creditor Trusts, and their agents, representatives, successors and assigns, in their respective capacities as such, of all claims and Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the release of the U.S. Government-Opioid Claimant Medical Expense Claims (other than a claim or Cause of Action to enforce the terms of the Plan, including, but not limited to, any release of the U.S. Government-Opioid Claimant Medical Expense Claims) that the Opioid Creditor Trusts have asserted or could assert on their own behalf or on behalf of another Person or party notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), against a Holder of a U.S. Government-Opioid Claimant Medical Expense Claim and, in respect of each Holder of a U.S. Government-Opioid Claimant Medical Expense Claim, its respective agents, representatives, successors and assigns, in their respective capacities as such.
- (c) The United States Department of Defense, Defense Health Agency (in respect of the TRICARE Program) submits to the jurisdiction of the Bankruptcy Court for purposes of the U.S. Government-Opioid Claimant Medical Expense Claim Settlement, including, but not limited to, the U.S. Government-Opioid Claimant Medical Expense Claim Releases.
- (d) The United States Department of Health and Human Services, on its own behalf and on behalf of its component agencies, which are the Centers for Medicare & Medicaid Services and the Indian Health Service on behalf of its federally-operated programs; the United States Department of Defense, Defense Health Agency (in respect of the TRICARE Program); and the United States Department of Veterans Affairs submit to the exclusive jurisdiction of the Bankruptcy Court for purposes of any proceeding in respect of the interpretation or enforcement of the Plan including, but not limited to, the release of the U.S. Government-Opioid Claimant Medical Expense Claims.

- (e) For avoidance of doubt and notwithstanding any other provision of the Plan, the U.S. Government-Opioid Claimant Medical Expense Claim Settlement is not and shall not be deemed a release of the private Claims held by Medicare Advantage Plans, Medicaid Managed Care Organizations, or private carriers of medical and prescription drug coverage, including under The Federal Employees Health Benefits Act (“*FEHBA*”) of 1959 (5 U.S.C. 8901 et seq.); nor shall the U.S. Government-Opioid Claimant Medical Expense Claim Settlement apply to any claims brought by programs operated by tribes or tribal organizations under the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301–5423, or programs operated by urban Indian organizations that have a grant or contract with the Indian Health Service under the Indian Health Care Improvement Act, 25 U.S.C. §§ 1601–1685.

#### Y. *Administration of Opioid Claims*

All Opioid Claims will be administered, processed, and resolved pursuant to the applicable Opioid MDT II Documents or Opioid Creditor Trust Documents. The Opioid MDT II Trustee(s) and Opioid Creditor Trustee(s), as applicable, shall determine the eligibility, amount and Allowance of the applicable Opioid Claims in accordance with the applicable Opioid MDT II Documents or Opioid Creditor Trust Documents. The determination by the applicable Opioid MDT II Trustee(s) or Opioid Creditor Trustee(s) of the eligibility, amount and Allowance of each Opioid Claim (except for any Other Opioid Claims) shall be final and binding, and shall not be subject to any challenge or review of any kind, by any court or other Person, except as set forth herein and in the Opioid MDT II Documents and Opioid Creditor Trust Documents. Distributions in respect of Allowed Opioid Claims shall be made by the applicable Opioid MDT II Trustee(s) or Opioid Creditor Trustee(s), in accordance with the trust distribution procedures and other provisions of the applicable Opioid MDT II Documents or Opioid Creditor Trust Documents, from the applicable Opioid MDT II or Opioid Creditor Trust. Distributions from the Opioid MDT II, Opioid Creditor Trusts, and the Ratepayer Account shall be the sole source of recovery for Holders of Allowed Opioid Claims, and no Holder of an Opioid Claim shall have any other or further recourse to the Opioid Creditor Trusts, the Opioid MDT II, the Debtors or their Estates, the Reorganized Debtors, NewCo, any NewCo Subsidiaries, or the Released Parties. Holders of disallowed Opioid Claims shall have no recourse to the Opioid Creditor Trusts, the Ratepayer Account, the Opioid MDT II, the Debtors or their Estates, the Reorganized Debtors, NewCo, any NewCo Subsidiaries, or the Released Parties in respect of such disallowed Claims.

##### 1. Administration of Other Opioid Claims

On the Effective Date or as soon as reasonably practicable thereafter, the Opioid MDT II Administrator will (i) file the notice of the Other Opioid Claims Bar Date with the Bankruptcy Court and (ii) publish the notice of the Other Opioid Claims Bar Date, the form of which shall be reasonably acceptable to the Reorganized Debtors. The notice shall be served on all known Other Opioid Claimants who were served with ballots for Class 9(h) or submitted ballots for Class 9(h). Any Other Opioid Claim for which no timely proof of claim form is submitted shall be deemed disallowed, subject to Bankruptcy Rule 9006.

All Other Opioid Claims shall be Disputed Claims under the Plan. Only Other Opioid Claims that become Allowed Claims pursuant to the procedures contained in Article IV.Y.2 herein shall be entitled to receive distributions on account of their respective Other Opioid Claimant Pro Rata Share. For the avoidance of doubt, Other Opioid Claims, whether Allowed or disallowed, shall not be entitled to any distributions from any Abatement Trust or other Opioid Creditor Trust.

After Other Opioid Claims are Allowed and in the course of making any Opioid MDT II Subsequent Distribution, the Opioid MDT II Administrator will calculate the Other Opioid Claimant Pro Rata Share for the Allowed Other Opioid Claims, and shall make distributions to Holders of Allowed Other Opioid Claims accordingly.

The Opioid MDT II Administrator may, in its discretion, elect to implement procedures for the establishment and release of a reserve for Other Opioid Claims that may be allowed in the future. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the Opioid MDT II shall treat any such reserve as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 and to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including, to the extent applicable, the Opioid MDT II and Holders of Other Opioid Claims) shall be required to report for tax purposes consistently with the foregoing.

2. Objections to Other Opioid Claims

The Opioid MDT II Administrator shall be entitled to object to Other Opioid Claims. Any objections to Other Opioid Claims shall be served and filed on or before the later of (i) two-hundred and seventy (270) days after the Other Opioid Claims Bar Date and (ii) such later date as may be fixed by the Bankruptcy Court (as the same may be extended by the Bankruptcy Court for cause shown); any Disputed Other Opioid Claim to which no objection is served and filed within such time shall become an Allowed Other Opioid Claim after the expiration of such time. The Opioid MDT II Administrator shall be entitled to use omnibus objections in compliance with Local Rule 3007-1 and may seek Bankruptcy Court approval to establish additional objection or estimation procedures as the Opioid MDT II Administrator believes appropriate. Other Opioid Claims shall be Allowed or disallowed in accordance with the Bankruptcy Code, and any objection to, or other dispute regarding, the Allowance of an Other Opioid Claim shall (absent consensual resolution) be determined by the Bankruptcy Court. Notwithstanding anything to the contrary contained in the Plan, any disallowance of any Other Opioid Claim pursuant to any objection filed under this section of the Plan or otherwise shall be subject to reconsideration upon the filing, at any time, of a motion by the holder of such Claim under section 502(j) of the Bankruptcy Code.

3. Resolution of Disputed Other Opioid Claims

On and after the Effective Date the Opioid MDT II Administrator shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections to Disputed Other Opioid Claims and to compromise, settle, or otherwise resolve any Disputed Other Opioid Claims without approval of the Bankruptcy Court.

4. Disallowance of Other Opioid Claims

Any Other Opioid Claims held by an Entity from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, as determined by a Final Order, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Other Opioid Claims may not receive any distributions on account of such Other Opioid Claims until such time as such Causes of Action against that Entity have been settled or a Final Order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Reorganized Debtors.

5. Estimation of Other Opioid Claims

The Opioid MDT II Administrator may at any time request that the Bankruptcy Court estimate any Other Opioid Claims pursuant to section 502(c) of the Bankruptcy Code for any reason or purpose,

regardless of whether the Opioid MDT II Administrator has previously objected to such Other Opioid Claim or whether the Bankruptcy Court has ruled on any such objection; *provided*, however, any estimation of any Other Opioid Claim shall be subject to reconsideration upon the filing, at any time, of a motion by the holder of such Claim under section 502(j) of the Bankruptcy Code. The Bankruptcy Court shall retain jurisdiction to estimate any Other Opioid Claim at any time during litigation concerning any objection to any Other Opioid Claim, including, during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any Other Opioid Claim, that estimated amount shall constitute the maximum limitation on such Other Opioid Claim (unless such Other Opioid Claim is subsequently Allowed in a greater amount pursuant to section 502(j) of the Bankruptcy Code), and the Opioid MDT II Administrator may pursue supplementary proceedings to object to the ultimate allowance of such Other Opioid Claim. All of the aforementioned objection, estimation and resolution procedures are cumulative and not exclusive of one another. Other Opioid Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

*Z. Authority of the Debtors*

Effective on the Confirmation Date, the Debtors shall be empowered and authorized to take or cause to be taken, prior to the Effective Date, all actions necessary or appropriate to achieve the Effective Date and enable the Reorganized Debtors to implement effectively the provisions of the Plan, the Confirmation Order, the Scheme of Arrangement, the Irish Confirmation Order, the Restructuring Transactions, the Opioid MDT II Documents, and the Opioid Creditor Trust Documents.

*AA. Industry-Wide Document Disclosure Program*

The VI-Specific Debtors and/or the Reorganized VI-Specific Debtors shall participate in an industry-wide document disclosure program by disclosing publicly a subset of its litigation documents, subject to scope and protocols described below.

1. Documents Subject to Public Disclosure

The following documents shall be produced by the VI-Specific Debtors and/or the Reorganized VI-Specific Debtors to the Minnesota State Attorney General, on behalf of the Settling States, and are subject to public disclosure in perpetuity as part of an industry-wide document disclosure program, except for the redactions authorized by Article IV.AA.2:

- (a) All documents, indices, and privilege logs the VI-Specific Debtors produced to any of the Settling States prior to the Petition Date, including in litigation and in response to investigative demands or other formal or informal requests related to opioids.
- (b) All documents, indices, and privilege logs the VI-Specific Debtors produced in the Opioid Multi-District Litigation (*In re Nat'l Prescription Opiate Litig.*, No. 1:17-MD-2804 (N.D. Ohio)) and the New York litigation (*In re Opioid Litigation*, 400000/2017 (Suffolk County)) prior to the Petition Date.
- (c) All documents, indices, and privilege logs the VI-Specific Debtors have produced in other litigation related to opioids, excluding patent litigation.
- (d) All filings, motions, orders, court transcripts, deposition transcripts, and exhibits in the possession, custody, or control of the VI-Specific Debtors and/or Reorganized VI-Specific Debtors from litigation related to opioids, excluding patent litigation.

All documents produced under this provision shall be provided in electronic format with all related metadata. The VI-Specific Debtors and/or the Reorganized VI-Specific Debtors and the Minnesota State

Attorney General, on behalf of the Settling States, will work cooperatively to develop technical specifications for the productions.

2. Information That May Be Redacted

The following categories of information are exempt from public disclosure:

- (a) Information subject to trade secret protection. A “trade secret” is information, including a formula, pattern, compilation, program, device, method, technique or process, that (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure and use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Even if the information falls within the definition, “trade secret” does not include information reflecting sales or promotional strategies, tactics, targeting, or data, or internal communications related to sales or promotion.
- (b) Confidential personal information. “Confidential personal information” means individual Social Security or tax identification numbers, personal financial account numbers, passport numbers, driver license numbers, home addresses, home telephone numbers, personal email addresses, and other personally identifiable information protected by law from disclosure. “Confidential personal information” does not include the names of the VI-Specific Debtors’ and/or the Reorganized VI-Specific Debtors’ officers, directors, employees, agents, or attorneys.
- (c) Information that is inappropriate for public disclosure because it is subject to personal privacy interests recognized by law (e.g., HIPAA), or contractual rights of third parties that the VI-Specific Debtors and/or the Reorganized VI-Specific Debtors may not abrogate.
- (d) Information regarding the VI-Specific Debtors’ and/or the Reorganized VI-Specific Debtors’ employees’ personal matters unrelated to the VI-Specific Debtors and/or the Reorganized VI-Specific Debtors, including emails produced by the VI-Specific Debtors’ custodians discussing vacation or sick leave, family, or other personal matters.

3. Redaction of Documents Containing Protected Information

Whenever a document contains information subject to a claim of exemption pursuant to Article IV.AA.2, the VI-Specific Debtors and/or the Reorganized VI-Specific Debtors shall produce the document in redacted form. Such redactions shall indicate that trade secret and/or private information, as appropriate, has been redacted. Redactions shall be limited to the minimum redactions possible to protect the legally recognized individual privacy interests and trade secrets identified above.

The VI-Specific Debtors and/or the Reorganized VI-Specific Debtors shall produce to the Minnesota State Attorney General, on behalf of the Settling States, a log noting each document redacted. The log shall also provide fields stating the basis for redacting the document, with sufficient detail to allow an assessment of the merits of the assertion. The log is subject to public disclosure in perpetuity. The log shall be produced simultaneously with the production of documents required by Article IV.AA.7.

In addition to the redacted documents, the VI-Specific Debtors and/or the Reorganized VI-Specific Debtors shall, upon any Settling State’s request, also produce all documents identified in Article IV.AA.1 in unredacted form to such Settling State at the same time. The redacted documents produced by the VI-Specific Debtors and/or the Reorganized VI-Specific Debtors may be publicly disclosed in accordance with Article IV.AA.6. The unredacted documents produced by the VI-Specific Debtors and/or the Reorganized VI-Specific Debtors to a Settling State shall be available only to such Settling State unless the VI-Specific

Debtors' and/or the Reorganized VI-Specific Debtors' claim of exemption under Article IV.AA.2 is successfully challenged in accordance with Article IV.AA.4 or the trade secret designation expires in accordance with Article IV.AA.5.

4. Challenges to Redaction

Anyone, including members of the public and the press, may challenge the appropriateness of redactions by providing notice to the VI-Specific Debtors and/or the Reorganized VI-Specific Debtors. If the challenge is not resolved by agreement, it must be resolved in the first instance by a third party jointly appointed by the Minnesota State Attorney General, on behalf of the Settling States, and the VI-Specific Debtors and/or the Reorganized VI-Specific Debtors to resolve such challenges. The decision of the third party may be appealed to a court with enforcement authority over the Opioid Operating Injunction. If not so appealed, the third party's decision is final. In connection with such challenge, a Settling State may provide copies of relevant unredacted documents to the parties or the decisionmaker, subject to appropriate confidentiality and/or in camera review protections, as determined by the decisionmaker.

5. Review of Trade Secret Redactions

Ten years after the VI-Specific Debtors and/or the Reorganized VI-Specific Debtors complete the production of documents in accordance with this Article IV.AA, the Reorganized VI-Specific Debtors shall review all trade secret assertions made in accordance with Article IV.AA.2 and all non-manufacturing trade secret designations shall expire. The newly unredacted documents may then be publicly disclosed by the Minnesota State Attorney General, on behalf of the Settling States, in accordance with Article IV.AA.6. The Reorganized VI-Specific Debtors shall produce to the Minnesota State Attorney General, on behalf of the Settling States, an updated redaction log justifying its designations of the remaining trade secret redactions as manufacturing trade secrets.

6. Public Disclosure through a Document Repository

The Minnesota State Attorney General, on behalf of the Settling States, may publicly disclose all documents covered by this Article IV.AA through a public repository maintained by a governmental, non-profit, or academic institution. The Minnesota State Attorney General, on behalf of the Settling States, may specify the terms of any such repository's use of those documents, including allowing the repository to index and make searchable all documents subject to public disclosure, including the metadata associated with those documents. When providing the documents covered by this Article IV.AA to a public repository, no Settling State shall include or attach within the document set any characterization of the content of the documents. For the avoidance of doubt, nothing in this paragraph shall prohibit any Settling State from publicly discussing the documents covered by this Article IV.AA.

7. Timeline for Production

The VI-Specific Debtors and/or the Reorganized VI-Specific Debtors shall produce all documents required by Article IV.AA.1 within nine months from the Petition Date.

8. Costs

The VI-Specific Debtors and/or the Reorganized VI-Specific Debtors shall be responsible for their allocable share of all reasonable costs and expenses associated with the public disclosure and storage of the VI-Specific Debtors' and/or the Reorganized VI-Specific Debtors' documents through any public repository.

BB. *Monitor*<sup>8</sup>1. Appointment and Term

The Confirmation Order will provide for the appointment of the Monitor for a term of five years from the Petition Date. If, at the conclusion of the Monitor's five-year term, the Settling States determine in good faith and in consultation with the Monitor that the Reorganized VI-Specific Debtors have failed to achieve and maintain substantial compliance with the substantive provisions of the Opioid Operating Injunction, the Monitor's engagement shall be extended for an additional term of up to two years, subject to the right of the Reorganized VI-Specific Debtors to commence legal proceedings for the purpose of challenging the decision of the Settling States and to seek preliminary and permanent injunctive relief with respect thereto.

2. Identity

The Monitor for the full term shall be the Chapter 11 Monitor in place as of the Effective Date unless justifiable cause exists and the Monitor Agreement shall remain in full force and effect upon the Effective Date, unless amended or superseded by further order of the Bankruptcy Court, which order may be the Confirmation Order. For purposes of this paragraph, justifiable cause exists if the Monitor resigns or a court finds that the Monitor: (a) develops a conflict of interest that would undermine public confidence in the objectivity of his or her work; (b) has unreasonably failed to fulfill his or her material obligations under the Opioid Operating Injunction or pursuant to his or her work plan, (c) has engaged in any act of dishonesty, misappropriation, embezzlement, intentional fraud, or similar conduct; or (d) has engaged in an intentional act of bias or prejudice in favor or against either party. Justifiable cause shall not include the Reorganized VI-Specific Debtors' or the Settling States' disagreements with the decisions of the Monitor, unless there is a clear pattern in the Monitor's decisions that demonstrates that the Monitor has not been acting as an independent third party in rendering decisions.

If a new Monitor must be appointed during the term, the Reorganized VI-Specific Debtors and the Settling States shall exchange pools of recommended candidates within 30 days of the Monitor's departure. The pools shall each contain the names of three individuals, groups of individuals or firms and shall be based in part on experience with internal investigations or the investigative process (which may include prior monitorship or oversight experience) and expertise in the pharmaceutical industry, relevant regulatory regimes, and internal controls and compliance systems.

After receiving the pools of Monitor candidates, the Reorganized VI-Specific Debtors and the Settling States shall have the right to meet with the candidates and conduct appropriate interviews of the personnel who are expected to work on the project. The Reorganized VI-Specific Debtors and the Settling States may veto any of the candidates, and must do so in writing within 30 days of receiving the pool of candidates. If all three candidates within a pool are rejected by either the Reorganized VI-Specific Debtors or the Settling States, the party who rejected the three candidates may direct the other party to provide up to three additional qualified candidates within 15 days of receipt of said notice.

If the Reorganized VI-Specific Debtors or the Settling States do not object to a proposed candidate, the Reorganized VI-Specific Debtors or the Settling States shall so notify the other in writing within 30 days of receiving the pool of candidates. If more than one candidate remains, the Settling States shall select the Monitor from the remaining candidates.

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<sup>8</sup> This section is qualified in its entirety by the Voluntary Injunction and the Opioid Operating Injunction, and for any inconsistency between this section and the Voluntary Injunction and the Opioid Operating Injunction, the Voluntary Injunction and the Opioid Operating Injunction, as applicable, will govern.

### 3. Duties and Reporting

The Monitor shall be responsible for ensuring that the Reorganized VI-Specific Debtors (and any successors during the Monitor's term to the Reorganized VI-Specific Debtors' business operations relating to the manufacture and sale of opioid product(s) in the United States and its territories) are in compliance with the Opioid Operating Injunction. The Reorganized VI-Specific Debtors and their professionals and representatives shall cooperate and reasonably respond to requests by the Monitor in the performance of its responsibilities, including reasonable requests for access to relevant books and records of the Reorganized VI-Specific Debtors. Subject to any legally recognized privilege and as reasonably necessary to perform his or her duties, the Monitor shall have full and complete access to the Reorganized VI-Specific Debtors' personnel, books, records, and facilities, and to any other relevant information, as the Monitor may request. The Reorganized VI-Specific Debtors shall develop such information as the Monitor may request and shall fully, completely and promptly cooperate with the Monitor.

The manner in which the Monitor will carry out his or her responsibilities, the general scope of information that the Monitor will seek to review in fulfilling his or her duties and, where applicable, the methodologies to be utilized shall be consistent with the work plan used by the Chapter 11 Monitor as of the Effective Date (the "Work Plan"). The Reorganized VI-Specific Debtors, the Settling States, and the Monitor may jointly agree to revisions to the Work Plan.

The Monitor shall file a report with the Settling States regarding compliance by the Reorganized VI-Specific Debtors with the terms of the Opioid Operating Injunction every 90 days after the Effective Date (the "**Monitor Reports**"). The Reorganized VI-Specific Debtors and the Settling States may jointly agree to decrease the frequency of Monitor Reports to every 180 days. To the extent permissible by state public record laws, these reports (in whole or in part) may be filed subject to restriction from public disclosure. The content of Monitor Reports shall be set forth in the Work Plan.

Prior to issuing a Monitor Report, the Monitor shall confer with Reorganized VI-Specific Debtors and the Settling States, either jointly or separately (in the discretion of the Monitor), regarding his or her preliminary findings and the reasons for those findings. The Reorganized VI-Specific Debtors shall have the right to submit written comments to the Monitor, which shall be appended to the final version of the Monitor Report.

### 4. Relief and Cure

In furtherance of the responsibilities of the Monitor, the Monitor shall be authorized to seek relief from the Bankruptcy Court, to the extent necessary to carry out its obligations hereunder.

In the event a Monitor Report identifies a potential violation of the Opioid Operating Injunction, the Reorganized VI-Specific Debtors shall have the right to cure any potential violation within 30 days.

### 5. Professionals and Costs

The Monitor shall have the authority to employ, upon written consent from the Reorganized VI-Specific Debtors, such consent not to be unreasonably withheld, delayed or conditioned, such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's responsibilities. Requests to employ such individuals will be decided upon no later than ten (10) days from their receipt.

All compensation, costs and fees of the Monitor and any professionals retained by the Monitor shall be paid by the Reorganized VI-Specific Debtors.

6. Liability

The Monitor shall serve without bond or other security. The Monitor shall have no obligation, responsibility, or liability for the operations of the Reorganized VI-Specific Debtors.

CC. *Trade Claimant Agreements*

As to any Trade Claimant that agrees by so indicating on its Ballot to maintain with the Debtors Favorable Trade Terms, the Plan shall constitute (i) if applicable, an amendment to such Trade Claimant's assumed or assumed and assigned Executory Contract between any Debtor and such Trade Claimant, instituting the foregoing trade terms in such Executory Contract, or (ii) otherwise, a contractual agreement by such Trade Claimant to maintain such trade terms for at least twelve (12) months after the Effective Date.

DD. *Federal/State Acthar Settlement*

As of the Effective Date, the Federal/State Acthar Settlement Agreements shall be executed by Parent, Mallinckrodt ARD LLC, the U.S. Government, and the States. On the Effective Date or as soon as reasonably practicable thereafter, the Debtors and/or the Reorganized Debtors will make the Initial Federal/State Acthar Settlement Payment, and thereafter, the Reorganized Debtors will make each of the Federal/State Acthar Deferred Cash Payments; *provided*, that except as otherwise expressly set forth in any of the Federal/State Acthar Settlement Agreements executed by any State, the Initial Federal/State Acthar Settlement Payment and Federal/State Acthar Deferred Cash Payments shall bear interest accruing at an annual rate of 0.6255%, running from September 21, 2020, in eight installments.

EE. *Retainers of Ordinary Course Professionals*

Upon the Effective Date, each Ordinary Course Professional may apply its retainer, if any, against any outstanding prepetition balances owed by the Debtors to such Ordinary Course Professional.

FF. *No Substantive Consolidation*

This Plan is being proposed as a joint chapter 11 plan of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in this Plan.

GG. *No Claims Under First Lien Notes/Second Lien Notes Intercreditor Agreement*

As the holders of First Lien Notes Claims shall have received recovery in full pursuant to the terms of this Plan, the holders of First Lien Notes shall not have any claims (including, without limitation, for turnover of payments) against the holders of Second Lien Notes (or the Second Lien Indenture Trustee or the Second Lien Collateral Agent) under the existing Intercreditor Agreement in any way arising from, relating to or as a result of the Debtors' restructuring (including, without limitation, of the First Lien Notes and Second Lien Notes), the Plan (including, without limitation, the treatment of the existing First Lien Notes Claims or Second Lien Notes Claims under the Plan or the making of distributions to the holders of the existing First Lien Notes Claims or Second Lien Notes Claims in accordance with the Plan), the distribution of property by the Debtors under the Plan, any related document or any order of the Bankruptcy Court, or any other transaction, agreement, event, omission or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, including without limitation the payment of any reasonable and documented out-of-pocket fees or expenses of the advisors to the Ad Hoc Second Lien Notes Group or the payment of the Second Lien Notes Indenture Trustee Fees, which payments shall be

final and not subject to disgorgement, turnover, recovery, avoidance, recharacterization or any other similar claim.

Prior to Effective Date, the Debtors shall not agree to any settlement with holders of the First Lien Notes Claims as to the treatment of such First Lien Notes Claims under this Plan that does not provide for a full release from any and all claims (including, without limitation, for turnover of payments) held by such settling holders of such First Lien Notes Claims against the holders of the Second Liens Notes Claims pursuant to the applicable Intercreditor Agreement.

#### HH. *General Unsecured Claims Trust*

##### 1. Creation of General Unsecured Claims Trust

On or prior to the Effective Date, the Debtors shall take all necessary steps to establish the General Unsecured Claims Trust in accordance with the Plan and the General Unsecured Claims Trust Documents. As of the Effective Date, the General Unsecured Claims Trust Documents shall be executed by the Debtors and the General Unsecured Claims Trustee, as applicable, and the General Unsecured Claims Trust shall be created. The General Unsecured Claims Trust will satisfy any applicable requirements to constitute a “qualified settlement fund” within the meaning of the Treasury Regulations issued under section 468B of the Internal Revenue Code, and otherwise the establishment of the General Unsecured Claims Trust and implementation of the UCC Settlement shall be implemented with an objective of maximizing tax efficiency to the Debtors and the Reorganized Debtors, including with respect to the availability, location, and timing of tax deductions, and to the Holders of General Unsecured Claims and Trade Claims to be assumed by the General Unsecured Claims Trust. The purpose of the General Unsecured Claims Trust shall be to, among other things: (1) resolve all Claims assumed thereby in accordance with the Plan, the General Unsecured Claims Trust Documents, and the Confirmation Order (but not, for the avoidance of doubt, (a) the Share Repurchase Claims, which will be liquidated by the Opioid MDT II or (b) any Claims to the extent and for so long as they are asserted as any other classification or status of Claims except General Unsecured Claims and Trade Claims assumed by the General Unsecured Claims Trust under Article IV.HH.7 of the Plan); (2) preserve, hold, collect, manage, maximize, and liquidate the assets of the General Unsecured Claims Trust for use in resolving Claims assumed thereby; (3) enforce, pursue, prosecute, compromise, and/or settle the GUC Assigned Preference Claims and the GUC Assigned Sucampo Avoidance Claims; (4) pay all GUC Trust Expenses as provided in the General Unsecured Claims Trust Documents (for which the Estates, the Reorganized Debtors, and the Released Parties shall have no responsibility or liability); (5) pay any and all administration and operating expenses of the General Unsecured Claims Trust, including the fees and expenses of any professionals retained by the General Unsecured Claims Trust; and (6) qualify at all times as a qualified settlement fund.

##### 2. Appointment General Unsecured Claims Trustee(s)

The appointment of the initial General Unsecured Claims Trustee will be approved in the Confirmation Order, and effective as of the Effective Date, in accordance with the General Unsecured Claims Trust Documents, the individual(s) selected as the General Unsecured Claims Trustee(s) shall be appointed to serve as the General Unsecured Claims Trustee(s) for the General Unsecured Claims Trust.

##### 3. Transferability of General Unsecured Claim Trust Distribution Rights

Any right of a Holder of any Claim to receive a distribution or other payment from the General Unsecured Claims Trust shall not be evidenced by any certificate, security, receipt or in any other form or manner whatsoever, except on the books and records of the Debtors, Reorganized Debtors, or the General Unsecured Claims Trust, as applicable. Further, any right of a Holder of any Claim to receive a distribution or other payment from the General Unsecured Claims Trust shall be nontransferable and nonassignable

except by will, intestate, succession, or operation of law or as otherwise provided in the Plan or any of the General Unsecured Claims Trust Documents. Any rights to receive a Distribution or other payment from the General Unsecured Claims Trust shall not constitute “securities” and shall not be registered pursuant to the Securities Act. If it is determined that such rights constitute “securities,” the exemption provisions of section 1145(a)(1) of the Bankruptcy Code would be satisfied and such securities would be exempt from registration.

#### 4. Funding the General Unsecured Claims Trust

The General Unsecured Claims Trust shall be funded solely by the General Unsecured Claims Trust Consideration. On the Effective Date, the obligations to provide the General Unsecured Claims Trust Consideration shall constitute legal, valid, binding, and authorized obligations of the applicable Reorganized Debtors, enforceable in accordance with the terms hereof. The financial accommodations to be extended in connection with the General Unsecured Claims Trust Consideration are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. Other than the obligation to provide the General Unsecured Claims Trust Consideration to the General Unsecured Claims Trust, the Debtors, the Reorganized Debtors, and the Estates shall have no obligation to make any payment on account of any General Unsecured Claim or Trade Claim assumed by the General Unsecured Claims Trust.

The Reorganized Debtors shall market the StrataGraft priority review voucher at a time to be determined by the Reorganized Debtors’ board of directors. The Reorganized Debtors shall have sole discretion and control over the marketing and sale of the Stratagraft priority review voucher but shall provide the General Unsecured Claims Trustee with timely updates regarding all aspects of the marketing of the StrataGraft priority review voucher, and the General Unsecured Claims Trustee shall be entitled to reasonable consultation rights in respect of such marketing.

#### 5. GUC Assigned Preference Claims and GUC Assigned Sucampo Avoidance Claims

As of the Effective Date, the Debtors and/or the Reorganized Debtors shall be deemed to have assigned the GUC Assigned Preference Claims and the GUC Assigned Sucampo Avoidance Claims to the General Unsecured Claims Trust; *provided*, that the exercise of remedies (including rights of setoff and/or recoupment) by non-Debtor third parties against the Debtors or Reorganized Debtors (but not the General Unsecured Claims Trust) on account of any GUC Assigned Preference Claims or GUC Assigned Sucampo Avoidance Claims shall be enjoined and barred. In addition, the General Unsecured Claims Trust may obtain other consideration from third parties post-emergence, including but not limited to claims assigned by creditors, subject to the reasonable consent right of the Debtors or Reorganized Debtors, and the Reorganized Debtors shall use reasonable best efforts to cooperate with the General Unsecured Claims Trust in connection with such other third-party consideration on the same terms as set forth in this Article IV.HH.

On and after the Effective Date, the Reorganized Debtors shall use reasonable best efforts to cooperate with the General Unsecured Claims Trust in connection with the General Unsecured Claims Trust’s investigation, preservation, pursuit, and securing of the GUC Assigned Sucampo Avoidance Claims, including by providing non-privileged information (including, without limitation, data, documents, emails, and access to individuals with information) related to the GUC Assigned Sucampo Avoidance Claims, at the reasonable request of the General Unsecured Claims Trust. The General Unsecured Claims Trust shall reimburse the Reorganized Debtors for their documented and reasonable out-of-pocket costs and expenses incurred in connection with such reasonable cooperation from and after the Effective Date.

Any request by the General Unsecured Claims Trust for cooperation by the Reorganized Debtors shall be on reasonable advance notice, and provided during normal business hours and otherwise in a manner that does not disrupt commercial operations.

6. Vesting of the General Unsecured Claims Trust Consideration in the General Unsecured Claims Trust

On the Effective Date, pursuant to the Plan and in accordance with the General Unsecured Claims Trust Documents, the General Unsecured Claims Trust Consideration shall be transferred or issued to and vest in the General Unsecured Claims Trust free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind (other than the Claims assumed by the General Unsecured Claims Trust). The General Unsecured Claims Trust shall have no liability for, and the General Unsecured Claims Trust Consideration shall vest in the General Unsecured Claims Trust free and clear of, any pre-petition and post-petition Claims, Causes of Action or liabilities of any kind, in each case that have been or could have been asserted against the Debtors, their Estates or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date, except for the Claims assumed by the General Unsecured Claims Trust. From and after the Effective Date, all proceeds of the General Unsecured Claims Trust Consideration shall be paid to the General Unsecured Claims Trust to be applied in accordance with the General Unsecured Claims Trust Documents. For the avoidance of doubt, the Asbestos Cost Sharing Agreement shall be excluded from the General Unsecured Claims Trust and remain with the Reorganized Debtors.

7. Assumption of Certain Liability and Responsibility by the General Unsecured Claims Trust

In consideration for the property transferred to the General Unsecured Claims Trust and in furtherance of the purposes of the General Unsecured Claims Trust and the Plan, the General Unsecured Claims Trust shall assume all liability and responsibility, financial and otherwise, for (a) all General Unsecured Claims and (b) any Trade Claim, the Holder of which votes to reject the Plan or does not agree to maintain Favorable Trade Terms in accordance with the requirements set forth in the Disclosure Statement Order. The Debtors, the Reorganized Debtors, and the Released Parties shall have no liability or responsibility, financial or otherwise, for any such Claims assumed by the General Unsecured Claims Trust. Except as otherwise provided in the Plan and the General Unsecured Claims Trust Documents, the General Unsecured Claims Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such assumed Claims that the Debtors or the Reorganized Debtors has or would have had under applicable law.

8. Administration of General Unsecured Claims and Trade Claims Assumed by the General Unsecured Claims Trust

All Claims assumed by the General Unsecured Claims Trust will be administered, liquidated and discharged pursuant to the applicable General Unsecured Claims Trust Documents. Distributions in respect of Allowed Claims assumed by the General Unsecured Claims Trust shall be made by the General Unsecured Claims Trustee(s), in accordance with the General Unsecured Claims Trust Documents from the General Unsecured Claims Trust. Distributions from the General Unsecured Claims Trust shall be the sole source of recovery for Holders of Allowed Claims assumed by the General Unsecured Claims Trust pursuant to the Plan, and no Holder of any such Claim shall have any other or further recourse to the General Unsecured Claims Trust, the Debtors or their Estates, the Reorganized Debtors, NewCo, any NewCo Subsidiaries, or the Released Parties. Holders of disallowed Claims shall have no recourse to the General Unsecured Claims Trust, the Debtors or their Estates, the Reorganized Debtors, NewCo, any NewCo Subsidiaries, or the Released Parties in respect of such disallowed Claims.

Other than as described below, only the General Unsecured Claims Trustee shall be entitled to object to the General Unsecured Claims and Trade Claims assumed by the General Unsecured Claims Trust. Any objections to such Claims shall be served and filed by the General Unsecured Claims Trustee on or before the later of (a) two-hundred and seventy (270) days after the Effective Date and (b) such later date as may be fixed by the Bankruptcy Court (as the same may be extended by the Bankruptcy Court for cause shown). The General Unsecured Claims Trustee shall be entitled to use omnibus objections in compliance with Local Rule 3007-1, in addition to any procedures set forth in the General Unsecured Claims Trust Documents, and may seek Bankruptcy Court approval to establish additional objection, estimation, or other claims reconciliation procedures as the General Unsecured Claims Trustee believes appropriate.

Notwithstanding anything to the contrary in the foregoing paragraph: (x) any settlement that results in allowance of any Acthar Claims shall require the consent of the Debtors (such consent not to be unreasonably withheld, conditioned, or delayed) and shall not include any direct or indirect admission of fault or liability as to the Debtors, the Reorganized Debtors, or any Released Party and shall not include any terms that allow for, establish, or tend to establish any legal or factual predicate for postpetition or post-Effective Date claims, liabilities, or obligations, including as to any form of legal or equitable relief, against the Debtors, the Reorganized Debtors, or any Released Party; (y) if, after the Effective Date, the merits of any Acthar Claim are to be the subject of litigation (as opposed to being settled or resolved without litigation), the Reorganized Debtors shall have the right to control the defense of any such Acthar Claim, as well as any settlement thereof (with the reasonable consent and at the expense of the General Unsecured Claims Trust); and (z) (i) all administrative, secured, and priority claims, including any General Unsecured Claim or Trade Claim assumed by the General Unsecured Claims Trust a portion of which is asserted to be an administrative, secured, or priority claim and (ii) any General Unsecured Claim or Trade Claim assumed by the General Unsecured Claims Trust that seeks injunctive relief shall be resolved by the Debtors in accordance with the terms, provisions, and procedures of the Plan, provided, however, that if such General Unsecured Claim or Trade Claim assumed by the General Unsecured Claims Trust is later determined not to be an administrative, secured, or priority claim, or any request for injunctive relief therein has been dismissed, such Claim shall be resolved by the General Unsecured Claims Trust in accordance with the terms, provisions, and procedures of the General Unsecured Claims Trust Documents and shall be controlled by the General Unsecured Claims Trustee(s), with the reasonable consent of the Debtors' *provided*, that the Debtors or the Reorganized Debtors shall not seek to allow a General Unsecured Claim that has been reclassified in accordance with clause (z).

9. Institution of Maintenance of Legal and Other Proceedings by General Unsecured Claims Trust; Cooperation

As of the date upon which the General Unsecured Claims Trust is established, the General Unsecured Claims Trust shall be empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any asset, liability, or responsibility of the General Unsecured Claims Trust, including in respect of the GUC Assigned Preference Claims and the GUC Assigned Sucampo Avoidance Claims. The General Unsecured Claims Trust shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary or appropriate by the General Unsecured Claims Trust Trustee(s). The General Unsecured Claims Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees, and other charges incurred subsequent to the date upon which the General Unsecured Claims Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing.

The General Unsecured Claims Trust shall be authorized to conduct examinations under Bankruptcy Rule 2004, to the fullest extent permitted thereunder, to investigate the GUC Assigned Preference Claims and GUC Assigned Sucampo Avoidance Claims, without the requirement of filing a

motion for such authorization; *provided, however*, that no such examinations shall be taken of the Debtors, the Reorganized Debtors, any Released Party, or any of their respective then-current employees, officers, directors, representatives, or agents, without further order of the Bankruptcy Court after notice and an opportunity to object and be heard.

Before and after the Effective Date, the Debtors or the Reorganized Debtors (as applicable) shall provide reasonable cooperation to the Official Committee of Unsecured Creditors or the General Unsecured Claims Trust (as applicable) in connection with the investigation and preservation of the GUC Assigned Preference Claims and GUC Assigned Sucampo Avoidance Claims, including by providing information (including, without limitation, documents, emails, and access to individuals with information), at the reasonable request of professionals retained by the Official Committee of Unsecured Creditors or the General Unsecured Claims Trust on the terms set forth in the GUC Trust Cooperation Agreement.

Any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) associated with the GUC Assigned Preference Claims and GUC Assigned Sucampo Avoidance Claims shall be transferred to the General Unsecured Claims Trust and shall vest in the General Unsecured Claims Trust, and the Debtors or the Reorganized Debtors, as the case may be, and the General Unsecured Claims Trust shall take all necessary actions to effectuate the transfer of such privileges; *provided*, that (a) such privileges shall be transferred to the General Unsecured Claims Trust for the sole purpose of enabling, and to the extent necessary to enable, the General Unsecured Claims Trust to investigate and/or pursue such GUC Assigned Preference Claims and GUC Assigned Sucampo Avoidance Claims and (b) subject to the terms of the GUC Trust Cooperation Agreement, no documents or communications subject to a privilege shall be publicly disclosed by the General Unsecured Claims Trust or communicated to any person not entitled to receive such information or in a manner that would diminish the protected status of such information, unless such disclosure or communication is reasonably necessary to preserve, secure, prosecute, or obtain the benefit of the GUC Assigned Preference Claims and GUC Assigned Sucampo Avoidance Claims as more fully set forth in the GUC Trust Cooperation Agreement; *provided, further*, that the Confirmation Order shall provide that the General Unsecured Claim Trusts' receipt of transferred privileges shall be without waiver in recognition of the joint and/or successorship interest in prosecuting claims on behalf of the Estates.

## II. *Asbestos Trust*

### 1. Creation of Asbestos Trust

On or prior to the Effective Date, the Debtors shall take all necessary steps to establish the Asbestos Trust in accordance with the Plan and the Asbestos Trust Documents. As of the Effective Date, the Asbestos Trust Documents shall be executed by the Debtors and the Asbestos Trustee, as applicable, and the Asbestos Trust shall be created. The Asbestos Trust will satisfy any applicable requirements to constitute a "qualified settlement fund" within the meaning of the Treasury Regulations issued under section 468B of the Internal Revenue Code, and otherwise the establishment of the Asbestos Trust shall be implemented with an objective of maximizing tax efficiency to the Debtors and the Reorganized Debtors, including with respect to the availability, location, and timing of tax deductions, and to the Holders of Asbestos Claims. The purpose of the Asbestos Trust shall be to, among other things: (1) resolve all Asbestos Claims assumed thereby in accordance with the Plan, the Asbestos Trust Documents, and the Confirmation Order; (2) preserve, hold, collect, manage, and maximize the assets of the Asbestos Trust for use in resolving Asbestos Claims; (3) pay all Asbestos Trust Expenses as provided in the Asbestos Trust Documents (for which the Estates, the Reorganized Debtors, and the Released Parties shall have no responsibility or liability); (4) pay any and all administration and operating expenses of the Asbestos Trust, including the fees and expenses of any professionals retained by the Asbestos Trust; and (5) qualify at all times as a qualified settlement fund.

2. Appointment Asbestos Trustee(s)

The appointment of the initial Asbestos Trustee will be approved in the Confirmation Order, and effective as of the Effective Date, in accordance with the Asbestos Trust Documents, the individual(s) selected as the Asbestos Trustee(s) shall be appointed to serve as the Asbestos Trustee(s) for the Asbestos Trust.

3. Transferability of Asbestos Trust Distribution Rights

Any right of a Holder of any Asbestos Claim to receive a distribution or other payment from the Asbestos Trust shall not be evidenced by any certificate, security, receipt or in any other form or manner whatsoever, except on the books and records of the Debtors, Reorganized Debtors, or the Asbestos Trust, as applicable. Further, any right of a Holder of any Asbestos Claim to receive a distribution or other payment from the Asbestos Trust shall be nontransferable and nonassignable except by will, intestate, succession, or operation of law. Any rights to receive a Distribution or other payment from the Asbestos Trust shall not constitute "securities" and shall not be registered pursuant to the Securities Act. If it is determined that such rights constitute "securities," the exemption provisions of section 1145(a)(1) of the Bankruptcy Code would be satisfied and such securities would be exempt from registration.

4. Funding the Asbestos Trust

The Asbestos Trust shall be funded solely by the Asbestos Trust Consideration, which shall be funded by the General Unsecured Claims Trust. On the Effective Date, the obligations of the General Unsecured Claims Trust to provide the Asbestos Trust Consideration shall constitute legal, valid, binding, and authorized obligations, enforceable in accordance with the terms hereof. Other than the obligation to provide the General Unsecured Claims Trust Consideration to the General Unsecured Claims Trust, the Debtors, the Reorganized Debtors, and the Estates shall have no obligation to make any payment on account of any Asbestos Claim or any payment to the Asbestos Claims Trust.

5. Vesting of the Asbestos Trust Consideration in the Asbestos Trust

On the Effective Date, pursuant to the Plan and in accordance with the Asbestos Trust Documents, the initial payment of the Asbestos Trust Consideration shall be transferred or issued to and vest in the Asbestos Trust free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind (other than the Asbestos Claims). The Asbestos Trust shall have no liability for, and the Asbestos Trust Consideration shall vest in the Asbestos Trust free and clear of, any pre-petition and post-petition Claims, Causes of Action or liabilities of any kind, in each case that have been or could have been asserted against the Debtors, their Estates or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date, except for the Asbestos Claims. From and after the Effective Date, all Asbestos Trust Consideration paid to the Asbestos Trust shall be applied in accordance with the Asbestos Trust Documents. For the avoidance of doubt, the Asbestos Cost Sharing Agreement and the Asbestos Insurance Policies shall be excluded from the Asbestos Trust and shall be assumed by the Reorganized Debtors and/or assigned to the Opioid MDT II, as the case may be, including but not limited to in accordance with the definition and treatment of Opioid Insurance Policies and Excluded Insurance Policies herein.

6. Assumption of Certain Liability and Responsibility by the Asbestos Claims Trust

In consideration for the property transferred to the Asbestos Trust and in furtherance of the purposes of the Asbestos Trust and the Plan, the Asbestos Trust shall assume all liability and responsibility, financial and otherwise, for all Asbestos Claims (but not, for the avoidance of doubt, Asbestos Late Claims, which

shall be assumed by the General Unsecured Claims Trust). The Debtors, the Reorganized Debtors, and the Released Parties shall have no liability or responsibility, financial or otherwise, for any such Claims assumed by the Asbestos Trust. Except as otherwise provided in the Plan and the Asbestos Trust Documents, the Asbestos Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such assumed Asbestos Claims that the Debtors or the Reorganized Debtors has or would have had under applicable law.

7. Administration of Asbestos Claims and by the Asbestos Trust

All Asbestos Claims will be administered, liquidated, and discharged pursuant to the applicable Asbestos Trust Documents. Distributions in respect of Allowed Asbestos Claims shall be made by the Asbestos Trustee(s), in accordance with the Asbestos Trust Documents from the Asbestos Trust. Distributions from the Asbestos Trust shall be the sole source of recovery for Holders of Allowed Asbestos Claims, and no Holder of any such Claim shall have any other or further recourse to the Asbestos Trust, the Debtors or their Estates, the Reorganized Debtors, NewCo, any NewCo Subsidiaries, or the Released Parties. Holders of disallowed Asbestos Claims shall have no recourse to the Asbestos Trust, the Debtors or their Estates, the Reorganized Debtors, NewCo, any NewCo Subsidiaries, or the Released Parties in respect of such disallowed Asbestos Claims.

Only the Asbestos Trustee shall be entitled to object to the Asbestos Claims, and, for the avoidance of doubt, only the General Unsecured Claims Trustee is entitled to object to the Asbestos Late Claims in the manner set forth in Article IV.HH.8 herein.

For the avoidance of doubt, the defense of any new litigations or claims concerning asbestos commenced against the Reorganized Debtors after the Effective Date will be the responsibility of the Reorganized Debtors, *provided* that the foregoing should not be construed as a waiver of any defense the Reorganized Debtors may have thereto, including that any liability in such litigations or claims are discharged pursuant to the Plan and the Confirmation Order. If any such new litigations or claims result in the filing of Proofs of Claim in the Bankruptcy Court, such Proofs of Claim shall be Asbestos Late Claims, and not Asbestos Claims.

JJ. *Other Terms of Settlement With Official Committee of Unsecured Creditors*

On the Effective Date or as soon as reasonably practicable thereafter and upon presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), the Reorganized Debtors shall pay in Cash all reasonable, documented, out-of-pocket fees, expenses, and disbursements incurred by the 4.75% Unsecured Notes Indenture Trustee and the Legacy Unsecured Notes Indenture Trustee (including reasonable and documented professional fees, expenses, and disbursements) whether prior to or after the Petition Date, but on or prior to the Effective Date in connection with the consummation of the Plan and occurrence of the Effective Date, without the need for application by any party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. For the avoidance of doubt, the reasonable, documented, out-of-pocket fees, expenses and disbursements of the 4.75% Unsecured Notes Indenture Trustee and the Legacy Unsecured Notes Indenture Trustee incurred for Additional GUC Trust Distributions made to Holders of Allowed 4.75% Unsecured Notes Claims and Holders of Allowed Legacy Unsecured Notes Claims shall be satisfied by exercise of any lien in favor of the 4.75% Unsecured Notes Indenture Trustee and the Legacy Unsecured Notes Indenture Trustee, as applicable.

**Article V.**

**TREATMENT OF EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES; EMPLOYEE BENEFITS; AND INSURANCE POLICIES**

A. *Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, except as otherwise provided in the Plan, each of the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned pursuant to an order of the Bankruptcy Court will be deemed assumed as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code *except* any Executory Contract or Unexpired Lease (1) identified on the Rejected Executory Contract/Unexpired Lease List (which shall initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as an Executory Contract or Unexpired Lease to be rejected, (2) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumption of the Restructuring Support Agreement pursuant to sections 365 and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. The Restructuring Support Agreement shall be binding and enforceable against the parties to the Restructuring Support Agreement in accordance with its terms. For the avoidance of doubt, the assumption of the Restructuring Support Agreement herein shall not otherwise modify, alter, amend, or supersede any of the terms or conditions of the Restructuring Support Agreement including, without limitation, any termination events or provisions thereunder.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions of the Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party on or prior to the Effective Date, shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease or the execution of any other Restructuring Transaction (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. For the avoidance of doubt, consummation of the Restructuring Transactions shall not be deemed an assignment of any Executory Contract or Unexpired Lease of the Debtors, notwithstanding any change in name, organizational form, or jurisdiction of organization of any Debtor in connection with the occurrence of the Effective Date.

Notwithstanding anything to the contrary in the Plan (except for the *Consent Rights of Supporting Parties* in Article I.C), the Debtors or Reorganized Debtors, as applicable, reserve the right to amend or supplement the Rejected Executory Contract/Unexpired Lease List in their discretion prior to the Confirmation Date (or such later date as may be permitted by Article V.B or Article V.E below), *provided* that the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

B. *Cure of Defaults for Assumed Executory Contracts and Unexpired Leases*

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Cost in Cash on the Effective Date or as soon as reasonably practicable, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree. No later than the Plan Supplement Filing Date, to the extent not previously Filed with the Bankruptcy Court and served on affected counterparties, the Debtors shall provide notices of the proposed assumption and proposed Cure Costs to be sent to applicable counterparties, together with procedures for objecting thereto and for resolution of disputes by the Bankruptcy Court. Any objection by a contract or lease counterparty to a proposed assumption or related Cure Cost must be Filed, served, and actually received by the Debtors by the date on which objections to confirmation are due (or such other date as may be provided in the applicable assumption notice).

Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Cost will be deemed to have assented to such assumption and Cure Cost. Any timely objection to a proposed assumption or Cure Cost will be scheduled to be heard by the Bankruptcy Court at the Reorganized Debtors' first scheduled omnibus hearing after the date that is ten (10) days after the date on which such objection is Filed. In the event of a dispute regarding (1) the amount of any Cure Cost, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365(b) of the Bankruptcy Code under any Executory Contract or the Unexpired Lease, and/or (3) any other matter pertaining to assumption and/or assignment, then such dispute shall be resolved by a Final Order; *provided* that the Debtors or Reorganized Debtors may settle any such dispute and shall pay any agreed upon Cure Cost without any further notice to any party or any action, order, or approval of the Bankruptcy Court; *provided, further*, that notwithstanding anything to the contrary herein (except for the *Consent Rights of Supporting Parties* in Article I.C), the Reorganized Debtors reserve the right to reject any Executory Contract or Unexpired Lease previously designated for assumption within forty five (45) days after the entry of a Final Order resolving an objection to the assumption or to the proposed Cure Cost.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full satisfaction and cure of any Claims and defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, under any assumed Executory Contract or Unexpired Lease arising at any time prior to the effective date of assumption. Notwithstanding the foregoing, the Debtors and the Reorganized Debtors, as applicable, will continue to honor all postpetition and post-Effective Date obligations under any assumed Executory Contracts and Unexpired Leases in accordance with their terms, regardless of whether such obligations are listed as a Cure Cost, and whether such obligations accrued prior to or after the Effective Date, and neither the payment of Cure Costs nor entry of the Confirmation Order shall be deemed to release the Debtors or the Reorganized Debtors, as applicable, from such obligations.

C. *Claims Based on Rejection of Executory Contracts and Unexpired Leases*

Unless otherwise provided by a Bankruptcy Court order, and except as otherwise provided in this section of or otherwise in the Plan, any Proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be filed with the Notice and Claims Agent within thirty (30) days of the effective date of the rejection of the applicable Executory Contract or Unexpired Lease (which shall be the Effective Date unless otherwise provided in an order of the Bankruptcy Court providing for the rejection of an Executory Contract or Unexpired Lease). **Any Proofs of Claim arising from the rejection of the Executory Contracts and Unexpired Leases that are not timely filed shall be automatically disallowed without further order of the Bankruptcy Court.** All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall constitute

General Unsecured Claims and shall be treated in accordance with Article III.B of the Plan; *provided*, however, as set forth in Article V.G. of this Plan, any Claims arising out of the rejection of an Executory Contract that are Co-Defendant Claims shall be either Other Opioid Claims or No Recovery Opioid Claims, and shall be treated in accordance with the Plan, and the deadline for the filing of Proofs of Claim arising out of the rejection of an Executory Contract or Unexpired Lease set forth in this Article V.C. shall not apply with respect to any Co-Defendant Claim.

D. *Contracts and Leases Entered into After the Petition Date*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by any Debtor, will be performed by such Debtor or Reorganized Debtor, as applicable, liable thereunder in the ordinary course of business. Accordingly, such contracts and leases (including any Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to section 365 of the Bankruptcy Code) will survive and remain unaffected by entry of the Confirmation Order.

E. *Reservation of Rights*

Neither anything contained in the Plan nor the Debtors' delivery of a notice of proposed assumption and proposed Cure Cost to any contract and lease counterparties shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article X.C of the Plan.

F. *Indemnification Provisions and Reimbursement Obligations*

On and as of the Effective Date, and except as prohibited by applicable law and subject to the limitations set forth herein, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the New Governance Documents will provide to the fullest extent provided by law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members' and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and, notwithstanding anything in the Plan to the contrary, none of the Reorganized Debtors will amend and/or restate the New Governance Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

G. *Co-Defendant Contracts*

Except as otherwise provided in the Plan or agreed by any counterparty and the Debtors (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Governmental Plaintiff Ad Hoc Committee and the MSGE Group, and after consultation with the Official Committee of Unsecured Creditors), the assumption of any contract or lease under the Plan, the non-Debtor counterparty to which is a Released Co-Defendant, shall (a) release any Causes of Action on account of any and all terms or provisions of such contract or lease solely to the extent such terms or provisions create an obligation of any

party thereto (or any assignee thereof), or give rise to a right in favor of any non-Debtor under any Opioid Insurance Policy or any other insurance policy of any Protected Party, for the indemnification or reimbursement of any Person for costs, losses, damages, fees, expenses or any other amounts whatsoever relating to or arising from any actual or potential opioid-related litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising, based on or relating to, or in any manner arising from, in whole or in part, Opioid-Related Activities or other conduct occurring prior to the Effective Date; and (b) constitute (i) a release by each party of each other counterparty (and any assignee thereof or successor thereto), including a mutual release between (x) each non-Debtor counterparty to the contract and its Co-Defendant Related Parties and (y) the Debtor counterparty to the contract and the Protected Parties, (ii) a release by each non-Debtor party of all Insurers, in the case of (i) and (ii), from any and all Causes of Action and other rights of recovery arising under or relating to such indemnification and reimbursement rights to the extent relating to any conduct occurring prior to the Effective Date, and (iii) an agreement by each non-Debtor counterparty to the contract and its Co-Defendant Related Parties to release any and all Co-Defendant Claims held by such parties against any Protected Parties. On the Effective Date, all Co-Defendant Claims arising under or related to any such assumed or assumed and assigned contract or lease, the non-Debtor counterparty to which is a Released Co-Defendant, shall be released and discharged with no consideration on account thereof, and all Proofs of Claim in respect thereof shall be deemed expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person. To the extent that any court of competent jurisdiction later determines that the releases granted by any Released Co-Defendant or its Co-Defendant Related Parties hereunder are unenforceable, such Person shall not be considered a Released Co-Defendant or Co-Defendant Related Party and shall not be Released Parties for any purpose under this Plan. Any and all Claims and Causes of Action against such Co-Defendant and its Co-Defendant Related Parties shall be Assigned Third-Party Claims, in such event.

Except as otherwise provided in the Plan or agreed by any counterparty and the Debtors (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Governmental Plaintiff Ad Hoc Committee and the MSGE Group, and after consultation with the Official Committee of Unsecured Creditors), if the Debtors assume any contract or lease under the Plan and the non-Debtor counterparty to such contract or lease is a Co-Defendant other than a Released Co-Defendant, (i) such Co-Defendant's Co-Defendant Claims shall not be channeled to the Opioid MDT II or the Opioid Creditor Trusts and (ii) the Debtors' Claims and Causes of Action against such Co-Defendant shall be Retained Causes of Action and vest in the Reorganized Debtors and, for the avoidance of doubt, will not be Assigned Third-Party Claims or otherwise assigned to the Opioid MDT II.

Except as otherwise provided in the Plan or agreed by any counterparty and the Debtors (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Governmental Plaintiff Ad Hoc Committee and the MSGE Group, and after consultation with the Official Committee of Unsecured Creditors), if the Debtors reject any contract or lease under the Plan and the non-Debtor counterparty to such contract or lease is a Co-Defendant other than a Released Co-Defendant, (i) such Co-Defendant's Opioid Claims shall be channeled to the Opioid MDT II as either No-Recovery Opioid Claims or Other Opioid Claims, unless such Opioid Claims are correctly classified in another class of Opioid Claims, and (ii) all Claims and Causes of Action against such Co-Defendant that would otherwise be considered Assigned Third-Party Claims shall be Assigned Third-Party Claims.

For the avoidance of doubt, unless otherwise agreed by the counterparty to any assumed or assumed and assigned contract or lease, the foregoing shall not release or otherwise modify any term or provision of such contract or lease to the extent of any indemnification or reimbursement rights (i) accruing after the Effective Date for conduct occurring after the Effective Date, (ii) for any amounts, if any, due to a Co-Defendant as a result of the New York Opioid Stewardship Act (2018 N.Y. Sess. Laws, ch. 57, pt. NN 7 (codified at N.Y. Pub. Health Law § 3323 and N.Y. State Fin. Law § 97-aaaaa)) or (iii) for any Co-Defendant Surviving Pre-Effective Date Claim. Notwithstanding the release, satisfaction, expungement

and extinguishment of Co-Defendant Claims, a Co-Defendant retains its Co-Defendant Defensive Rights, which includes the ability to recover from Persons that are not Protected Parties or from any insurance policies that are not Opioid Insurance Policies or other insurance policies of Protected Parties. The counterparty to such contract or lease and all other applicable Persons shall be bound by the terms set forth in this Article V.G.

H. *Employee Compensation and Benefits*

1. Compensation and Benefits Programs

Subject to the provisions of the Plan, all Compensation and Benefits Programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards) shall be treated as Executory Contracts under the Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. All Proofs of Claim Filed for amounts due under any Compensation and Benefits Program shall be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in the Plan. All collective bargaining agreements to which any Debtor is a party, and all Compensation and Benefits Programs which are maintained pursuant to such collective bargaining agreements or to which contributions are made or benefits provided pursuant to a current or past collective bargaining agreement, will be deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code and the Reorganized Debtors reserve all of their rights under such agreements. For the avoidance of doubt, the Debtors and Reorganized Debtors, as applicable, shall honor all their obligations under section 1114 of the Bankruptcy Code.

None of the Restructuring, the Restructuring Transactions, or any assumption of Compensation and Benefits Programs pursuant to the terms herein shall be deemed to trigger any applicable change of control, vesting, termination, acceleration or similar provisions therein. No counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

2. Workers' Compensation Programs

As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (a) all applicable state workers' compensation laws; and (b) the Workers' Compensation Contracts. All Proofs of Claims filed by the Debtors' current or former employees on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court based upon the treatment provided for herein; *provided* that nothing in the Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Contracts; *provided, further*, that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable non-bankruptcy law and/or the Workers' Compensation Contracts.

**Article VI.**

**PROVISIONS GOVERNING DISTRIBUTIONS**

A. *Distribution on Account of Claims Other than Opioid Claims Allowed as of the Effective Date*

Except as otherwise provided in the Plan or a Final Order, or as agreed to by the relevant parties, distributions under the Plan on account of Claims other than Opioid Claims Allowed on or before the Effective Date shall be made on the Initial Distribution Date; *provided* that (1) Allowed Administrative

Claims with respect to liabilities incurred by the Debtors in the ordinary course of business shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business or industry practice, (2) Allowed Priority Tax Claims shall be satisfied in accordance with Article II.B herein, (3) Allowed Other Priority Claims shall be satisfied in accordance with Article II.C herein, and (4) Allowed General Unsecured Claims and Allowed Trade Claims that would not come due in the ordinary course of the Debtors' business until after the Initial Distribution Date shall be paid by the Reorganized Debtors in the ordinary course of business; *provided, further*, that all Initial Distribution Date distributions are subject to the Disputed General Unsecured Claims Reserve in accordance with Article VII.H of the Plan. For the avoidance of doubt, the Debtors' obligation to make any distributions on account of General Unsecured Claims and Trade Claims assumed by the General Unsecured Claims Trust will be satisfied by the transfer of the General Unsecured Claims Trust Consideration to the General Unsecured Claims Trust.

B. *Distributions on Account of Claims Other than Opioid Claims Allowed After the Effective Date*

1. Payments and Distributions on Disputed Claims

Except as otherwise provided in the Plan, a Final Order, or as agreed to by the relevant parties, distributions on account of Disputed Claims other than Opioid Claims that become Allowed after the Effective Date shall be made on the next Periodic Distribution Date that is at least thirty (30) days after the Disputed Claim becomes an Allowed Claim; *provided* that (a) Disputed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business that become Allowed after the Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice, (b) Disputed Priority Tax Claims that become Allowed Priority Tax Claims after the Effective date shall be treated as Allowed Priority Tax Claims in accordance with Article II.B of the Plan, and (c) Disputed Other Priority Claims that become Allowed Other Priority Claims after the Effective Date shall be treated as Allowed Other Priority Claims in accordance with Article II.C of the Plan.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order.

C. *Timing and Calculation of Amounts to Be Distributed*

Except as otherwise provided herein, on the Initial Distribution Date each Holder of an Allowed Claim other than an Opioid Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. If and to the extent that any Disputed Claims exist, distributions on account of such Disputed Claims shall be made pursuant to Article VI.B and Article VII of the Plan. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

D. *Delivery of Distributions*

1. Record Date for Distributions

For purposes of making distributions on the Initial Distribution Date only, the Distribution Agent shall be authorized and entitled to recognize only those Holders of Claims other than Opioid Claims

reflected in the Debtors' books and records as of the close of business on the Confirmation Date; *provided, however*, that such record date will not apply to any distributions related to the First Lien Notes, Second Lien Notes, or Guaranteed Unsecured Notes maintained through DTC, and the record date for Holders of Allowed First Lien Term Loan Claims shall be the Effective Date. Subject to the foregoing sentence, if a Claim other than an Opioid Claim is transferred (a) twenty-one (21) or more days before the Confirmation Date and reasonably satisfactory documentation evidencing such transfer is Filed with the Bankruptcy Court before the Confirmation Date, the Distribution Agent shall make the applicable distributions to the applicable transferee, or (b) twenty (20) or fewer days before the Confirmation Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form is Filed with the Bankruptcy Court before the Confirmation Date and contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

## 2. Delivery of Distributions in General

Except as otherwise provided in the Plan, the Distribution Agent shall make distributions to Holders of Allowed Claims other than Opioid Claims at the address for each such Holder as indicated in the Debtors' records as of the date of any such distribution, including the address set forth in any Proof of Claim Filed by that Holder or, with respect to Holders of Allowed First Lien Term Loan Claims, the address recorded as of the Effective Date in the register maintained by the First Lien Agent, as applicable; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

## 3. Distributions by Distribution Agents

The Debtors and the Reorganized Debtors, as applicable, shall have the authority to enter into agreements with one or more Distribution Agents to facilitate the distributions required hereunder. Except in the case of the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, and the Legacy Unsecured Notes Indenture Trustee, each serving as a Distribution Agent, to the extent the Debtors and the Reorganized Debtors, as applicable, determine to utilize a Distribution Agent to facilitate the distributions under the Plan to Holders of Allowed Claims other than Opioid Claims, Guaranteed Unsecured Notes Claims, 4.75% Unsecured Notes Claims, and Legacy Unsecured Notes Claims, any such Distribution Agent would first be required to: (a) affirm its obligation to facilitate the prompt distribution of any documents; (b) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required under the Plan; and (c) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required under the Plan to be distributed by such Distribution Agent; *provided*, that no Distribution Agent (including the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, and the Legacy Unsecured Notes Indenture Trustee) will be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

Distributions on account of the Allowed First Lien Term Loan Claims will be made to the First Lien Agent or the New Takeback Term Loan Agent, as applicable, and the First Lien Agent or the New Takeback Term Loan Agent (as applicable) will be, and will act as, the Distribution Agent with respect to the Allowed First Lien Term Loan Claims in accordance with the terms and conditions of this Plan and the applicable debt documents. Distributions on account of the Allowed Second Lien Notes Claims will be made to or at the direction of the Second Lien Notes Indenture Trustee, and the Second Lien Notes Indenture Trustee will be, and will act as, the Distribution Agent with respect to the Allowed Second Lien Notes Claims in accordance with the terms and conditions of this Plan and the Second Lien Notes Indenture.

The Debtors or the Reorganized Debtors, as applicable, shall pay to the Distribution Agents all reasonable and documented fees and expenses of the Distribution Agents without the need for any approvals, authorizations, actions, or consents. The Distribution Agents (other than the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, and the Legacy

Unsecured Notes Indenture Trustee) shall submit detailed invoices to the Debtors or the Reorganized Debtors, as applicable, for all fees and expenses for which the Distribution Agent seeks reimbursement and the Debtors or the Reorganized Debtors, as applicable, shall promptly pay those amounts that they, in their sole discretion, deem reasonable, and shall object in writing to those fees and expenses, if any, that the Debtors or the Reorganized Debtors, as applicable, deem to be unreasonable. In the event that the Debtors or the Reorganized Debtors, as applicable, object to all or any portion of the amounts requested to be reimbursed in a Distribution Agent's invoice, the Debtors or the Reorganized Debtors, as applicable, and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Debtors or the Reorganized Debtors, as applicable, and a Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

4. Distributions to Holders of Second Lien Notes Claims, Guaranteed Unsecured Notes Claims, 4.75% Notes Claims, and Legacy Unsecured Notes Claims

The distributions of Takeback Second Lien Notes and New Mallinckrodt Ordinary Shares to be made under this Plan to Holders of Guaranteed Unsecured Notes Claims shall be deemed made by the Debtors or Reorganized Debtors, as applicable, to the Guaranteed Unsecured Notes Indenture Trustee which shall transmit (or cause to be transmitted) such distributions to such Holders as set forth below. Notwithstanding anything to the contrary in this Plan, the Guaranteed Unsecured Notes Indenture Trustee, in its capacity as Distribution Agent, may transfer or facilitate the transfer of such distributions through the facilities of DTC in exchange for the relevant Guaranteed Unsecured Notes. If it is necessary to adopt alternate, additional or supplemental distribution procedures for any reason including because such distributions cannot be made through the facilities of DTC, to otherwise effectuate the distributions under this Plan, the Debtors or Reorganized Debtors, as applicable, shall implement the Alternate/Supplemental Distribution Process. The Debtors or Reorganized Debtors (as applicable) shall use their best efforts to make the Takeback Second Lien Notes and New Mallinckrodt Ordinary Shares to be distributed to Holders of the Guaranteed Unsecured Notes eligible for distribution through the facilities of DTC.

Distributions on account of the Guaranteed Unsecured Notes Claims, the 4.75% Unsecured Notes Claims, and the Legacy Unsecured Notes Claims will be made to or at the direction of the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, or Legacy Unsecured Notes Indenture Trustee, as applicable. As soon as practicable, each of the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, or Legacy Unsecured Notes Indenture Trustee shall arrange to deliver such distributions to or on behalf of such Holders in accordance with the Plan and the applicable debt documents, subject to the rights of the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, or Legacy Unsecured Notes Indenture Trustee to exercise any charging lien granted under the Guaranteed Unsecured Notes Indenture, the 4.75% Unsecured Notes Indenture, or Legacy Unsecured Notes Indenture, as applicable. None of the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, or Legacy Unsecured Notes Indenture Trustee shall incur any liability whatsoever on account of making any distributions in accordance with the Plan, whether such distributions are made by it, or by the Distribution Agent at its reasonable direction and whether made on or after the Effective Date.

The obligations of the Guaranteed Unsecured Notes Indenture Trustee under or in connection with this Plan, the Guaranteed Unsecured Notes Indentures, the Guaranteed Unsecured Notes, and any related notes, stock, instruments, certificates, agreements, side letters, fee letters, and other documents, shall be discharged and deemed fully satisfied upon the Effective Date. On and after the Effective Date, the Guaranteed Unsecured Notes Indenture Trustee, in its capacity as trustee, shall be appointed and act as a Distribution Agent with respect to the applicable Guaranteed Unsecured Notes Claims to facilitate the

distributions provided for in this Plan to the applicable Holders of Allowed Guaranteed Unsecured Notes Claims. The obligations of the Guaranteed Unsecured Notes Indenture Trustee, in its capacity as Distribution Agent, under or in connection with this Plan shall be discharged and deemed fully satisfied (as applicable) upon either: (i) DTC's receipt of the distributions with respect to the Allowed Guaranteed Unsecured Notes Claims; or (ii) if the Alternate/Supplemental Distribution Process is utilized, upon the earlier of the completion of the Guaranteed Unsecured Notes Indenture Trustee's role in such process or in accordance with the terms of the Alternate/Supplemental Distribution Process and, in either case, the Guaranteed Unsecured Notes Indenture Trustee shall not, in any capacity, have liability to any person for having made, or facilitating the making of, the distributions through the foregoing items (i) and (ii). The Guaranteed Unsecured Notes Indenture Trustee, as a Distribution Agent under this Plan, will be entitled to recognize and deal with for all purposes the Holders of the Guaranteed Unsecured Notes to the extent necessary to facilitate the distributions with respect to Allowed Guaranteed Unsecured Notes Claims to such Holders. Regardless of in which capacity it is acting, the Guaranteed Unsecured Notes Indenture Trustee in any capacity shall not be responsible for, and may conclusively rely on, the Alternate/Supplemental Distribution Process.

The distributions to be made under this Plan to Holders of Second Lien Notes Claims shall be deemed completed when made to or at the direction of the Second Lien Notes Indentures Trustee, which shall be deemed to be the Holder of all Second Lien Notes Claims for purposes of distributions to be made hereunder, and the Second Lien Notes Indenture Trustee shall hold or direct such distributions for the benefit of the Holders of Second Lien Notes Claims. The Second Lien Notes Indenture Trustee may transfer or direct the transfer of such distributions directly through the facilities of DTC (whether by means of book-entry exchange, free delivery or otherwise) and will be entitled to recognize and deal for all purposes under the Plan with Holders of the Second Lien Notes Claims, to the extent consistent with the customary practices of DTC. If the Second Lien Notes Indenture Trustee is unable to make, or consents to the Reorganized Debtors making, such distributions, the Reorganized Debtors, with the Second Lien Notes Indenture Trustee's cooperation, shall make such distributions to the extent practicable to do so. The Second Lien Notes Indenture Trustee shall have no duties or responsibilities relating to any form of distribution that is not DTC eligible and the Debtors or the Reorganized Debtors, as applicable, shall seek the cooperation of DTC so that any distribution on account of a Second Lien Notes Claim that is held in the name of, or by a nominee of, DTC, shall be made through the facilities of DTC on the Effective Date or as soon as practicable thereafter. Regardless of whether distributions to Holders of Second Lien Notes Claims are made by the Second Lien Notes Indenture Trustee, or at the reasonable direction of the Second Lien Notes Indenture Trustee, the Second Lien Notes Indenture Trustee's charging lien shall attach to such distributions in the same manner as if such distributions were made through the Second Lien Notes Indenture Trustee. The Second Lien Notes Indenture Trustee shall not incur any liability whatsoever on account of any distributions under the Plan except for gross negligence or willful misconduct.

Notwithstanding any policies, practices or procedures of DTC or any other applicable clearing system, DTC and all other applicable clearing systems shall cooperate with and take all actions reasonably requested by the Notice and Claims Agent, the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, the Legacy Unsecured Notes Indenture Trustee, and the Second Lien Notes Indenture Trustee to facilitate distributions to Holders of Allowed Guaranteed Unsecured Notes Claims, Allowed 4.75% Unsecured Notes Claims, Allowed Legacy Unsecured Notes Claims, and Allowed Second Lien Notes Claims, including without requiring that such distributions be characterized as repayments of principal or interest. No Distribution Agent, including the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, the Legacy Unsecured Notes Indenture Trustee, and the Second Lien Notes Indenture Trustee in any capacity, shall be required to provide indemnification or other security to DTC in connection with any distributions to Holders of Allowed Guaranteed Unsecured Notes Claims, Allowed 4.75% Unsecured Notes Claims, Allowed Legacy Unsecured Notes Claims, or Allowed Second Lien Notes Claims through the facilities of DTC.

5. Minimum Distributions

Notwithstanding anything herein to the contrary, other than on account of Unimpaired Claims, the Reorganized Debtors and the Distribution Agents shall not be required to make distributions or payments of less than \$100 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars or distributions of fractions of a New Mallinckrodt Ordinary Share. Whenever any payment or distribution of a fraction of a dollar or a fraction of a New Mallinckrodt Ordinary Share would otherwise be called for, the actual payment or distribution will reflect a rounding down of such fraction to the nearest whole dollar or nearest whole New Mallinckrodt Ordinary Share.

6. Undeliverable Distributions

a. Holding of Certain Undeliverable Distributions

Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VI.D.5.b of the Plan, until such time as any such distributions become deliverable or are otherwise disposed of in accordance with applicable nonbankruptcy law. Undeliverable distributions shall not be entitled to any additional interest, dividends, or other accruals of any kind on account of their distribution being undeliverable. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

b. Failure to Present Checks

Checks issued by the Reorganized Debtors (or their Distribution Agent) on account of Allowed Claims shall be null and void if not negotiated within 90 days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued.

E. *Compliance with Tax Requirements/Allocations*

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary (except for the *Consent Rights of Supporting Parties* in Article I.C), the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, including requiring as a condition to the receipt of a distribution, that the Holders of an Allowed Claim complete an IRS Form W-8 or W-9, as applicable. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens, and encumbrances.

F. *Applicability of Insurance Contracts Other than Opioid Insurance Policies*

Notwithstanding anything to the contrary in the Plan, the Plan Supplement, the Disclosure Statement or the Confirmation Order (including, without limitation, any provision that purports to be preemptory or supervening, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

(a) on and after the Effective Date, all Insurance Contracts that are not the Opioid Insurance Policies (i) are found to be and shall be treated as, Executory Contracts under the Plan and shall be assumed pursuant to sections 105 and 365 of the Bankruptcy Code by the applicable Debtor, and/or (ii) shall vest in

the Reorganized Debtors and ride through and continue in full force and effect in accordance with their respective terms in either case such that the Reorganized Debtors shall become and remain jointly and severally liable in full for, and shall satisfy, any premiums, deductibles, self-insured retentions and/or any other amounts or obligations arising in any way out of the receipt of payment from an Insurer in respect of the Insurance Contracts that are not the Opioid Insurance Policies and as to which no Proof of Claim, Administrative Claim or Cure Cost claim need be filed; and

(b) solely with respect to Insurance Contracts that are not Opioid Insurance Policies, the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit (i) claimants with valid workers' compensation claims or direct action claims against Insurers under applicable non-bankruptcy law to proceed with their claims; (ii) Insurers to administer, handle, defend, settle and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against an Insurer under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; and (iii) the Insurers to collect from any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (or the Reorganized Debtors) and/or apply such proceeds to the obligations of the Debtors (or the Reorganized Debtors) under the applicable Insurance Contracts, in such order as the applicable Insurer may determine.

Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers under any Insurance Contracts other than Opioid Insurance Policies, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any rights or defenses, including coverage defenses, held by such Insurers under the Insurance Contracts other than Opioid Insurance Policies and/or applicable non-bankruptcy law. For the avoidance of doubt, this Article VI.F shall not apply to Opioid Insurance Policies and Opioid Claims.

G. *Distributions on Account of Opioid Claims*

Notwithstanding anything to the contrary herein, Articles VI.A through VI.F (except as set forth in the last sentence of Article VI.E) shall not apply to any Opioid Claims, and all distributions to Holders of Opioid Claims (including Opioid Demands) shall be made by and from the Opioid MDT II and the Opioid Creditor Trusts in accordance with and resolved pursuant to the Opioid MDT II Documents and Opioid Creditor Trust Documents, as applicable.

H. *Allocation of Distributions Between Principal and Interest*

Except with respect to the 2024 First Lien Term Loan Claims and the 2025 First Lien Term Loan Claims and as otherwise required by law (as reasonably determined by the Reorganized Debtors), distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for United States federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any.

I. *Postpetition Interest on Claims*

Notwithstanding anything else in this Plan or the Confirmation Order, postpetition interest shall accrue and be paid on the First Lien Revolving Credit Facility Claims, the First Lien Term Loan Claims, the First Lien Notes Claims, and the Second Lien Notes Claims as set forth in the Plan. Unless otherwise specifically provided for in this Plan (including the preceding sentence and Article II.B.2 of the Plan), the

Confirmation Order, the Cash Collateral Order, or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any other Claims and no Holder of any other Claims shall be entitled to interest accruing on or after the Petition Date on any Claim.

## Article VII.

### PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

#### A. *Allowance and Disallowance of Claims Other than Opioid Claims*

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim other than Opioid Claims and any other Claims Allowed under this Plan (including the First Lien Term Loan Claims), including the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may, but are not required to, contest the amount and validity of any Disputed Claim other than Opioid Claims or contingent or unliquidated Claim other than Opioid Claims in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced. For the avoidance of doubt, this section of the Plan is subject to the provisions regarding resolution of General Unsecured Claims and Trade Claims assumed by the General Unsecured Claims Trust.

#### B. *Prosecution of Objections to Claims other than Opioid Claims*

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors shall have the authority to File objections to Claims (other than Claims that are Allowed under this Plan or Opioid Claims) and settle, compromise, withdraw, or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; *provided, however*, this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim other than Opioid Claims without any further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, this section of the Plan is subject to the provisions regarding resolution of General Unsecured Claims and Trade Claims assumed by the General Unsecured Claims Trust. The General Unsecured Claims Trustee shall be required to notify the Reorganized Debtors simultaneously with the Notice and Claims Agent of any adjustments to be made to the Claims Register.

#### C. *Estimation of Claims and Interests other than Opioid Claims*

Before or after the Effective Date, the Debtors or Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim other than any Opioid Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection; and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or during the appeal relating to such objection; *provided* that if the Bankruptcy Court resolves the Allowed amount of a Claim, the Debtors and Reorganized Debtors, as applicable, shall not be permitted to seek an estimation of such Claim. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the

Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim subject to applicable law. For the avoidance of doubt, this section of the Plan is subject to the provisions regarding resolution of General Unsecured Claims and Trade Claims assumed by the General Unsecured Claims Trust.

D. *No Distributions Pending Allowance*

If any portion of a Claim other than an Opioid Claim is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Claim becomes an Allowed Claim.

E. *Time to File Objections to Administrative Claims*

Any objections to Administrative Claims shall be Filed on or before the Administrative Claims Objection Deadline, subject to any extensions thereof approved by the Bankruptcy Court.

F. *Procedures Regarding Opioid Claims*

Notwithstanding anything to the contrary herein, Articles VII.A through VII.E shall not apply to any Opioid Claims, and all procedures for resolving contingent, unliquidated, and disputed Opioid Claims (including Opioid Demands) shall be governed by the Opioid MDT II Documents and Opioid Creditor Trust Documents, as applicable.

G. *No Filing of Proofs of Claim for Opioid Claims or VI Opioid Claims*

Except as otherwise provided in the Plan, Holders of Opioid Claims or VI Opioid Claims shall not be required to File a Proof of Claim or a request for payment of an Administrative Claim on account of such Holder's Opioid Claims or VI Opioid Claims, and no such Holders should File such a Proof of Claim or such request for payment; *provided, however*, that a Holder of an Opioid Claim or VI Opioid Claim that wishes to assert Claims against the Debtors that are not Opioid Claims or VI Opioid Claims must File a Proof of Claim or a request for payment of an Administrative Claim with respect to such Claims which are not Opioid Claims or VI Opioid Claims on or before the applicable Claims Bar Date. The Opioid MDT II and Opioid Creditor Trusts will make distributions on account of Opioid Claims in accordance with and resolved pursuant to the Opioid MDT II Documents and Opioid Creditor Trust Documents, as applicable. Within sixty (60) days after the Effective Date, the Reorganized Debtors shall File a report identifying all Proofs of Claim that are reasonably determined by the Debtors, in consultation with the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, the Future Claimants' Representative, and the Opioid MDT II Trustee(s), to be on account of any Opioid Claim, and upon the Filing of such report and notice to the Holders of such Proofs of Claim who shall have 14 days to object to such determination, all identified Proofs of Claim shall be deemed withdrawn and removed from the applicable claims register; *provided* that Proofs of Claim on account of Opioid Claims filed after the Effective Date shall automatically be deemed withdrawn and expunged; *provided, further*, that upon a motion and hearing with notice to the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, the Future Claimants' Representative, the Opioid MDT II Trustee(s), and, solely in the case of clause (b) below, the Holders of affected Proofs of Claim, the Debtors (a) may seek an extension to the deadline to File such report from the Bankruptcy Court and (b) may seek determination by the Bankruptcy Court that any Proof of Claim is on account of any Opioid Claim.

H. *Distributions After Allowance*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any postpetition interest to be paid on account of such Claim. For the avoidance of doubt, this section of the Plan does not apply to General Unsecured Claims or Trade Claims assumed by the General Unsecured Claims Trust. The Debtors will retain the Trade Claim Cash Pool Unallocated Amount once all Allowed Trade Claims are satisfied in full.

I. *Disallowance of Certain First Lien Credit Agreement Claims, First Lien Notes Claims, and Second Lien Notes Claims.*

Notwithstanding anything to the contrary in the Plan (except for the *Consent Rights of Supporting Parties* in Article I.C), the following Claims shall be disallowed on the Effective Date except as otherwise ordered by a Final Order of the Bankruptcy Court before the Effective Date: (a) any First Lien Credit Agreement Claims (i) for default rate interest under Section 2.13(c) of the First Lien Credit Agreement in excess of the non-default rate applicable under Sections 2.13(a) or (b) of the First Lien Credit Agreement, or (ii) for interest based on the asserted conversion of any “Eurocurrency Borrowing” to an “ABR Borrowing” (each as defined in the First Lien Credit Agreement) under Section 2.07(e) of the First Lien Credit Agreement, to the extent such interest exceeds the interest payable on such borrowing as a Eurocurrency Borrowing; *provided* that, notwithstanding the foregoing, the Allowed First Lien Revolving Credit Facility Claims and the Allowed First Lien Term Loan Claims shall include the applicable amount of First Lien Revolving Credit Facility Accrued and Unpaid Interest and First Lien Term Loans Accrued and Unpaid Interest, respectively, and such First Lien Revolving Credit Facility Accrued and Unpaid Interest and First Lien Term Loans Accrued and Unpaid Interest shall not be subject to disallowance; *provided further* that notwithstanding anything to the contrary in the Plan, the Cash Collateral Order or the First Lien Credit Agreement, all adequate protection payments made by the Debtors pursuant to the Cash Collateral Order during the Chapter 11 Cases to the First Lien Revolving Lenders, the First Lien Term Lenders and their respective agents and professionals shall be retained by the First Lien Revolving Lenders, the First Lien Term Lenders and such agents and professionals, as applicable, and not recharacterized as principal payments (other than payments of principal made on or prior to April 23, 2021 and First Lien Term Loan Principal Payments) or otherwise subject to disgorgement, recovery, or avoidance by any party under any legal or equitable theory regardless of whether such payments arguably exceed the Allowed amount of the First Lien Revolving Credit Facility Claims or the First Lien Term Loan Claims, as applicable (b) any First Lien Notes Claims (i) for any principal premium in excess of the principal amount of such Claims outstanding immediately before the Petition Date, including for any “Applicable Premium” (as defined in the First Lien Notes Indenture) or optional redemption premium, (ii) for any “Additional Amounts” (as defined in the First Lien Notes Indenture), or (iii) for default rate interest under Section 2.11 of the First Lien Notes Indenture; (c) any Second Lien Notes Claims (i) for any principal premium in excess of the principal amount of such Claims outstanding immediately before the Petition Date, including for any “Applicable Premium” (as defined in the Second Lien Notes Indenture) or optional redemption premium, (ii) for any “Additional Amounts” (as defined in the Second Lien Notes Indenture), or (iii) for default rate interest under Section 2.11 of the Second Lien Notes Indenture; and (d) any Claims for payment of any amounts payable pursuant to the Cash Collateral Order arising after the Effective Date. The Debtors will file an objection to such Claims consistent with the foregoing in advance of the Confirmation Hearing, and the Bankruptcy Court’s determination of such objection shall be set forth in the Confirmation Order.

**Article VIII.**

**CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

A. *Conditions Precedent to the Effective Date*

The following are conditions precedent to the Effective Date that must be satisfied or waived:

1. The Restructuring Support Agreement shall remain in full force and effect and shall not have been terminated, and the parties thereto shall be in compliance therewith.

2. The Bankruptcy Court or another court of competent jurisdiction shall have entered the Confirmation Order in form and substance consistent with the Restructuring Support Agreement, such order shall be a Final Order, and to the extent such order was not entered by the District Court, the District Court shall have affirmed the Confirmation Order.

3. The Bankruptcy Court or another court of competent jurisdiction shall have entered the Opioid Operating Injunction Order, such order shall be a Final Order, and to the extent such order was not entered by the District Court, the District Court shall have affirmed the Opioid Operating Injunction Order.

4. All documents and agreements necessary to implement the Plan (including the Definitive Documents, the Opioid MDT II Documents, the Opioid Creditor Trust Documents, the New Opioid Warrant Agreement, the Federal/State Acthar Settlement Agreements, and any documents contained in the Plan Supplement) shall have been documented in compliance with the Restructuring Support Agreement (to the extent applicable), Article I.D (to the extent applicable), or Article I.E (to the extent applicable), executed and tendered for delivery. All conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms thereof (which may occur substantially concurrently with the occurrence of the Effective Date).

5. All actions, documents, certificates, and agreements necessary to implement the Plan (including the Definitive Documents and any other documents contained in the Plan Supplement) shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws.

6. All authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the transactions contemplated herein shall have been obtained, and there shall have been no determination by the Debtors, including by the Disinterested Managers, to not grant any of the releases to Released Parties set forth in Article IX of the Plan.

7. All conditions precedent to the consummation of the Opioid Settlement (as defined in the Restructuring Support Agreement) and related transactions, including establishment of the Opioid MDT II and Opioid Creditor Trusts and authorization for payment of the Opioid MDT II Consideration, have been satisfied or waived by the party or parties entitled to waive them.

8. The final version of the Plan, Plan Supplement, the Opioid MDT II Documents, Opioid Creditor Trust Documents, and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements, and exhibits to the Plan, shall be consistent with the Restructuring Support Agreement.

9. The Bankruptcy Court shall have confirmed that the Bankruptcy Code authorizes the transfer and vesting of the Opioid MDT II Consideration, notwithstanding any terms of any Insurance Contracts related to the Assigned Insurance Rights or provisions of non-bankruptcy law that any Insurer may otherwise argue prohibits such transfer and vesting.

10. The Canadian Court shall have issued an order recognizing the Confirmation Order in the Recognition Proceedings and giving full force and effect to the Confirmation Order in Canada and such recognition order shall have become a Final Order.

11. The High Court of Ireland shall have made the Irish Confirmation Order and the Scheme of Arrangement shall have become effective in accordance with its terms (or shall become effective concurrently with effectiveness of the Plan).

12. The Irish Takeover Panel shall have either: (a) confirmed that an obligation to make a mandatory general offer for the shares of Parent pursuant to Rule 9 of the Irish Takeover Rules will not be triggered by the implementation of the Scheme of Arrangement and the Plan; or (b) otherwise waived the obligation on the part of any Person to make such an offer.

13. Any civil or criminal claims asserted by or on behalf of the Department of Justice (other than those resolved pursuant to the Federal/State Acthar Settlement) have been resolved on terms reasonably acceptable to the Debtors, the Required Supporting Unsecured Noteholders the Governmental Plaintiff Ad Hoc Committee, and the MSGE Group.

14. The Debtors shall have paid in full all professional fees and expenses of the Retained Professionals (including the Retained Professionals of the Disinterested Managers) that require the Bankruptcy Court's approval or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in a Professional Fee Escrow Account pending the Bankruptcy Court's approval of such fees and expenses.

15. The Professional Fee Escrow Account shall have been established and funded in Cash in accordance with Article II.A.2.

16. The Debtors shall have paid the Restructuring Expenses including the Transaction Fees, in full, in Cash.

17. The Debtors shall have paid (A) the Noteholder Consent Fee, (B) the outstanding invoices on account of any Indenture Trustee Fees delivered to the Debtors (or their counsel) at least two (2) business days before the Effective Date, and (C) the Term Loan Exit Payment (and (i) the First Lien Agent shall have received such Term Loan Exit Payment on behalf of the First Lien Term Lenders and shall have distributed such Term Loan Exit Payment to the First Lien Term Lenders or (ii) the Term Loan Exit Payment shall have otherwise been distributed to the First Lien Term Lenders by means approved by the Ad Hoc First Lien Term Lender Group), and the foregoing payments shall not be subject to setoff, demand, recharacterization, turnover, disgorgement, avoidance, or other similar rights of recovery asserted by any Person.

18. The Cash Collateral Order shall have remained in full force and effect.

19. The restructuring to be implemented on the Effective Date shall be consistent with the Plan, the Scheme of Arrangement, and the Restructuring Support Agreement.

20. An appropriate order or orders shall (a) approve the Debtors' assumption, pursuant to section 365 of the Bankruptcy Code, of that certain *Wholesale Product Purchase Agreement* by and between Mallinckrodt ARD LLC and Priority Healthcare Distribution, Inc. (d/b/a CuraScripts SD Specialty Distribution), relating to the wholesale purchase and distribution of Acthar Gel, as requested by the Debtors' ESI Contract Assumption Motion, (b) contain findings of fact and conclusions of law that such agreement does not constitute an agreement in restraint of trade in violation of section 1 of the Sherman Act, 15 U.S.C. § 1 or the unlawful maintenance of monopoly power in violation of section 2 of the Sherman Act, 15 U.S.C. § 2, and (c) contain findings of fact and conclusions of law that no marketing conduct in connection with

Acthar Gel undertaken by the Debtors after the Petition Date, evidence of which was adduced in the Bankruptcy Court in connection with the resolution of any Administrative Claims before or in connection with the Confirmation Hearing, gives rise to valid Claims (including under section 503(b) of the Bankruptcy Code) for violations of the Racketeer Influenced and Corrupt Organizations Act, state consumer fraud laws, common law fraud, negligent and intentional misrepresentation, conspiracy to defraud, aiding and abetting fraud, and unjust enrichment.

21. The Debtors shall have reached settlement agreements with all holders of Co-Defendant Claims (other than the Released Co-Defendants) that objected to Article V.G of the Plan, which agreements (i) may be documented by adding such holders of Co-Defendant Claims to the list of Released Co-Defendants in the Plan, including after Confirmation, or as separate documents, and (ii) shall be in form and substance reasonably acceptable to the parties to the Restructuring Support Agreement, the Official Committee of Opioid-Related Claimants, and the Future Claimants' Representative; subject to the foregoing, for the avoidance of doubt, adding a holder of Co-Defendant Claims to the list of Released Co-Defendants in the Plan, without a separate agreement, is sufficient to satisfy this condition.

22. The restructuring to be implemented on the Effective Date shall be reasonably consistent with the OCC Settlement.

23. The restructuring to be implemented on the Effective Date shall be reasonably consistent with the UCC Settlement.

B. *Waiver of Conditions by Supporting Parties, the Official Committee of Opioid-Related Claimants, the Future Claimants' Representative, the Official Committee of Unsecured Creditors, and the Ad Hoc Second Lien Notes Group*

Subject to and without limiting or expanding the respective rights of each party to the Restructuring Support Agreement, the Debtors, the Required Supporting Unsecured Noteholders, the Governmental Plaintiff Ad Hoc Group, and the MSGE Group may collectively waive any of the conditions to the Effective Date set forth in Article VIII.A at any time, without any notice to parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action; *provided* that (a) the conditions set forth in Article VIII.A.14 and VIII.A.15 may be waived by only the Debtors with the consent of the affected Retained Professionals; (b) the waiver of Article VIII.A.4 (with respect to the New Takeback Term Loan Documentation and other documents to which the Supporting Term Lenders have consent rights under the Restructuring Support Agreement), Article VIII.A.16 (with respect to the Restructuring Expenses payable to the advisors of the Ad Hoc First Lien Term Lender Group), and Article VIII.A.17(C) shall require the consent of the Required Supporting Term Lenders, (c) the waiver of the condition set forth in Article VIII.A.17(B) shall also require the consent of the Guaranteed Unsecured Notes Indenture Trustee; (d) the waiver of any conditions set forth in Definitive Documents for which the Official Committee of Opioid-Related Claimants and the Future Claimants' Representative have a consent right to the extent set forth in Article I.C of the Plan, shall require the consent of the Official Committee of Opioid-Related Claimants and the Future Claimants' Representative, and the waiver of any items set forth in the Plan which are not documents, which require the consent of the Future Claimants' Representative, shall require the consent of the Future Claimants' Representative for any waiver thereof, and the waiver of any items set forth in the Plan which are not documents, which require the consent of the Official Committee of Opioid-Related Claimants, shall require the consent of the Official Committee of Opioid-Related Claimants for any waiver thereof, including, without limitation, items 4 and 22 in Article VIII.A; (e) the waiver of any conditions set forth in Definitive Documents for which the Official Committee of Unsecured Creditors has a consent right to the extent set forth in Article I.C of the Plan, shall require the consent of the Official Committee of Unsecured Creditors; and (f) the waiver of any conditions set forth in Definitive Documents for which the Ad Hoc Second Lien Notes Group has a consent right to the extent set forth in Article I.F of the Plan, shall require the consent of the Ad Hoc Second Lien Notes Group.

C. *Effect of Non-Occurrence of Conditions to the Effective Date*

If the Effective Date does not occur on or before the termination of the Restructuring Support Agreement, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan, the Confirmation Order, or the Disclosure Statement shall: (a) constitute a waiver or release of any Claims, Interests, or Causes of Action; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

D. *Substantial Consummation*

“Substantial consummation” of the Plan, as defined in section 1102(2) of the Bankruptcy Code, shall be deemed to occur on the Effective Date.

**Article IX.**

**RELEASE, INJUNCTION, AND RELATED PROVISIONS**

A. *Discharge of Claims, Opioid Demands, and Interests; Compromise and Settlement of Claims, Opioid Demands, and Interests.*

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of all Claims, Opioid Claims, Opioid Demands, and Interests of any nature whatsoever, whether known or unknown, against, liabilities of, demands against, Liens on, obligations of, or rights against the Debtors, the Reorganized Debtors, or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, Opioid Claims, Opioid Demands, or Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim, Opioid Claim, Opioid Demand, or Interest is Allowed; or (3) the Holder of such Claim, Opioid Claim, Opioid Demand, or Interest has accepted the Plan. For the avoidance of doubt, the Claims against the Debtors, the Reorganized Debtors, and any of their assets and properties discharged pursuant to the Plan shall include (y) any Claims to the extent based on any assertion that the *Wholesale Product Purchase Agreement* (as in effect immediately prior to the Effective Date and including any prior versions of such agreement) between Mallinckrodt ARD LLC and Priority Healthcare Distribution, Inc., and/or the Debtors’ (or any predecessor’s) pre-Effective Date performance thereunder consistent with its terms, constitute an anticompetitive agreement or other anticompetitive conduct under applicable law, and (z) any Claims based on pre-Effective Date sales of Acthar Gel to the extent based on any assertion that the Debtors’ (or any predecessor’s) acquisition by license and maintenance of any rights to Synacthen Depot and related assets constitute anticompetitive conduct under applicable law. Except as otherwise provided herein, any default by the Debtors with respect to any Claim, Opioid Claim, or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims, Opioid Demands, and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan. For the avoidance of doubt, nothing in this Article IX.A shall affect the rights of Holders of Claims and Interests to seek to enforce the Plan, including the distributions to which Holders of Allowed Claims and Interests may be entitled to under the Plan.

In consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Opioid Demands, Interests and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Opioid Demands, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromises or settlements are in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and are fair, equitable, and reasonable. The Co-Defendant Defensive Rights shall not be waived, released, altered, impaired, or discharged and all Co-Defendant Defensive Rights are preserved, as provided in Article IX.N of the Plan.

**B. *Releases by the Debtors***

**Pursuant to section 1123(b) of the Bankruptcy Code (and any other applicable provisions of the Bankruptcy Code), as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the Opioid Settlement (as defined in the Restructuring Support Agreement) and the restructuring, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released and discharged, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof and as such Entities existed prior to or after the Petition Date), their Estates, the Debtors' in- or out-of-court restructuring efforts (including the Chapter 11 Cases), the purchase, sale, or rescission of the purchase or sale of any security or indebtedness of the debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, litigation claims arising from historical intercompany transactions between or among a Debtor and another Debtor, the business or contractual arrangements between any Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, any Avoidance Actions, the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Definitive Documents, the Opioid MDT II, Opioid MDT II Documents, the Opioid Creditor Trusts, the Opioid Creditor Trust Documents, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020 and all matters and potential transactions described therein, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition and postpetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, any Restructuring Transaction, any agreement, instrument, release, and other documents (including providing any legal opinion requested by any Entity regarding any transaction,**

contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into prior to the Effective Date in connection with the creation of the Opioid MDT II, the Opioid Creditor Trusts, the “agreement in principle for global opioid settlement and associated debt refinancing activities” announced by the Parent on February 25, 2020, the Restructuring Support Agreement and related prepetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of confirmation (including the solicitation of votes on the Plan), the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon the business or contractual arrangements between any Debtor and any Released Party, and any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing; *provided, however*, that the Debtors do not release, and the Opioid MDT II shall retain, all Assigned Third-Party Claims and Assigned Insurance Rights; *provided, further*, that the Debtors do not release Claims or Causes of Action against Released Co-Defendants that (i) are commercial in nature, and (ii) are unrelated to the Chapter 11 Cases or the subject matter of a Pending Opioid Action; *provided, further*, that the Debtors do not release, Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any person, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding anything to the contrary in the foregoing, (x) the releases by the Debtors set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any restructuring, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claims which are reinstated pursuant to the Plan, and (y) with respect to the Released Co-Defendants, nothing in this Article IX.B shall release any Estate Surviving Pre-Effective Date Claim. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any person, and the Confirmation Order shall permanently enjoin the commencement or prosecution by any person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to the foregoing release.

The Reorganized Debtors, the Opioid MDT II, and the Opioid Creditor Trusts shall be bound, to the same extent the Debtors are bound, by the releases set forth in Article IX.B of the Plan. For the avoidance of doubt, Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct, including findings after the Effective Date, are not released pursuant to Article IX.B of the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article IX.B of the Plan, which includes by reference each of the related provisions and definitions contained herein, and further shall constitute the Bankruptcy Court’s finding that such release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise

of the Claims released by the Debtor Release; (c) in the best interests of the Debtors, their Estates and all Holders of Claims and Equity Interests; (d) fair, equitable and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any Entity or person asserting any Claim or Cause of Action released by Article IX.B of the Plan.

**C. *Releases by Non-Debtor Releasing Parties Other Than Opioid Claimants***

Pursuant to section 1123(b) of the Bankruptcy Code (and any other applicable provisions of the Bankruptcy Code), as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the Opioid Settlement (as defined in the Restructuring Support Agreement) and restructuring, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released and discharged, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, except as otherwise explicitly provided herein, by the Non-Debtor Releasing Parties, in each case, from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof and as such entities existed prior to or after the Petition Date), their Estates, the Debtors' in- or out-of-court restructuring efforts (including the Chapter 11 Cases), the purchase, sale, or rescission of the purchase or sale of any Security or indebtedness of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, litigation claims arising from historical intercompany transactions between or among a Debtor and another Debtor, the business or contractual arrangements or interactions between any Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, any Avoidance Actions, the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Definitive Documents, the Opioid MDT II, the Opioid MDT II Documents, the Opioid Creditor Trust, the Opioid Creditor Trust Documents, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020 and all matters and potential transactions described therein, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition and postpetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, any Restructuring Transaction, any agreement, instrument, release, and other documents (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into prior to the Effective Date in connection with the creation of the Opioid MDT II, the Opioid Creditor Trusts, the prepetition documents, the "agreement in

principle for global opioid settlement and associated debt refinancing activities” announced by the Parent on February 25, 2020, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of confirmation (including the solicitation of votes on the Plan), the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon the business or contractual arrangements between any Debtor and any Released Party, and any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing, other than Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence or willful misconduct. For the avoidance of doubt, Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct, including findings after the Effective Date, are not released pursuant to Article IX.C of the Plan. Notwithstanding anything to the contrary in the foregoing, the releases by the Non-Debtor Releasing Parties set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any restructuring, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claims which are reinstated pursuant to the Plan. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any person, and the Confirmation Order shall permanently enjoin the commencement or prosecution by any person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to the foregoing release. Notwithstanding anything herein to the contrary, Released Co-Defendants shall not be Released Parties for purposes of this Article IX.C. As a matter of clarification, the claims released by the Released Co-Defendants pursuant to Article IX.C shall not include any counterclaims, cross claims or other claims not directly arising from Mallinckrodt’s restructuring or these chapter 11 cases that the Released Co-Defendants may have against any Released Party in connection with any Pending Opioid Action or future action similar thereto, including any pending or future Opioid Action involving Mallinckrodt.

Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order shall (x) release, discharge, or preclude the enforcement of any criminal liability of a Released Party to a Governmental Unit arising out of, or relating to, any act or omission of a Released Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act; (y) release or discharge a consultant or expert having been retained to provide strategic advice for sales and marketing of opioid products who has received a civil investigative demand or other subpoena related to sales and marketing of opioid products from any state attorney general on or after January 1, 2019 through the Petition Date; or (z) preclude the Governmental Units that are plaintiffs in *Connecticut et al., v. Sandoz, Inc. et al.*, Case No. 2:20-cv-03539 (E.D. Pa.) from seeking injunctive relief in such pending action governing future conduct of the Debtors or the Reorganized Debtors, as applicable, that would not otherwise be discharged under the Bankruptcy Code. It is further understood and agreed that, pursuant to clause (z), the Governmental Units are not precluded from introducing or relying on facts or evidence occurring during the time period prior to the Confirmation Date in support of the request for future injunctive relief and the Debtors’ and Reorganized Debtors’ rights to object on any evidentiary grounds are reserved thereto.

Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan or Confirmation Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceeding or investigations against any non-Debtor person or non-Debtor entity in any forum.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Non-Debtor Releasing Parties set forth in Article IX.C of the Plan, which includes by reference each of the related provisions and definitions contained herein, and further shall constitute the Bankruptcy Court's finding that such release is: (a) given in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the Claims released by Article IX.C of the Plan; (c) in the best interests of the Debtors, their Estates and all Holders of Claims and Equity Interests; (d) fair, equitable and reasonable; (e) given and made after due notice and opportunity for hearing; (f) a bar to any Entity or person asserting any Claim or Cause of Action released by Article IX.C of the Plan; (g) consensual; and (h) essential to the confirmation of the Plan.

**D. *Releases by Holders of Opioid Claims***

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code (and any other applicable provisions of the Bankruptcy Code), as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Protected Parties before and during the Chapter 11 Cases to facilitate the Opioid Settlement (as defined in the Restructuring Support Agreement) and restructuring, each Opioid Claimant (in its capacity as such) is deemed to have released and discharged, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, each Debtor, Reorganized Debtor, and Protected Party from any and all Claims (including Opioid Claims and Opioid Demands), counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, liens, remedies, losses, contributions, indemnities, costs, liabilities, or attorneys' fees and expenses whatsoever, including any derivative claims asserted, or assertable on behalf of the Debtors, or their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any other person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof and as such Entities existed prior to or after the Petition Date), their Estates, the Opioid Claims (including Opioid Demands), the Debtors' in- or out-of-court restructuring efforts (including the Chapter 11 Cases), intercompany transactions between or among a Debtor and another Debtor, the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, any Avoidance Actions, the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Opioid MDT II, the Opioid MDT II Documents, the Opioid Creditor Trusts, the Opioid Creditor Trust Documents, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020 and all matters and potential transactions described therein, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, any Restructuring Transaction, or any contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract,

instrument, document, or other agreement contemplated by the Plan or the reliance by any Protected Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into prior to the Effective Date in connection with the creation of the Opioid MDT II, the Opioid Creditor Trusts, the “agreement in principle for global opioid settlement and associated debt refinancing activities” announced by the Parent on February 25, 2020, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of confirmation (including the solicitation of votes on the Plan), the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon the business or contractual arrangements between any Debtor and any Protected Party, or upon any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases by the Opioid Claimants set forth above (a) do not release any post-Effective Date obligations of any party or Entity under the Plan, any post-Effective Date transaction contemplated by the restructuring, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any claims or causes of actions against any co-defendant of the Debtors (other than any Protected Party) in any opioid-related litigation and (b) with respect to Co-Defendants and their Co-Defendant Related Parties, do not affect or alter (x) any treatment expressly set forth in Article III or Article V.G. of the Plan, (y) the preservation of Co-Defendant Defensive Rights as set forth in the Plan, including, without limitation, in Article IX.N of the Plan, or (z) any related substantive language set forth in the defined terms applicable to the foregoing clauses (x) or (y), as set forth in Article I of the Plan. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any person, and the Confirmation Order shall permanently enjoin the commencement or prosecution by any person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to the foregoing release by Opioid Claimants. Notwithstanding anything herein to the contrary, Released Co-Defendants shall not be Protected Parties under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of this release by Opioid Claimants, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court’s finding that this release is: (1) essential to the confirmation of the Plan; (2) given in exchange for the good and valuable consideration provided by the Protected Parties; (3) a good-faith settlement and compromise of the Claims released by Article IX.D of the Plan; (4) in the best interests of the Debtors, their Estates, and all Opioid Claimants; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any Opioid Claimant asserting any Claim or Cause of Action released pursuant to Article IX.D of the Plan.

For the avoidance of doubt, Claims or Causes of Action arising out of, or related to, any act or omission of a Protected Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct, including findings after the Effective Date, are not released pursuant to article IX.D of the Plan. Notwithstanding anything to the contrary in the foregoing, the releases by the Opioid Claimants set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any restructuring, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claims which are reinstated pursuant to the Plan.

Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order shall (x) release, discharge, or preclude the enforcement of any liability of a Protected Party to a Governmental Unit arising out of, or relating to, any act or omission of a Protected Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act perpetrated by the applicable Protected Party; or (y) release or discharge a consultant or expert having been retained to provide strategic advice for sales and marketing of opioid products who has received a civil investigative demand or other subpoena related to sales and marketing of opioid products from any state attorney general on or after January 1, 2019 through the Petition Date.

**E. *Release of Opioid Claimants***

Pursuant to section 1123(b) of the Bankruptcy Code (and any other applicable provisions of the Bankruptcy Code), as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Holders of Opioid Claims and Released Co-Defendants and each of their Co-Defendant Related Parties, in each case solely in their respective capacities as such, shall be deemed conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released and discharged, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Protected Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Protected Parties are, were, would have been, or will be legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other person, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived) based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof and as such Entities existed prior to or after the Petition Date), their Estates, the Debtors' in- or out-of-court restructuring efforts (including the Chapter 11 Cases), the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, any Avoidance Actions, the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Definitive Documents, the Opioid MDT II, the Opioid MDT II Documents, the Opioid Creditor Trusts, the Opioid Creditor Trust Documents, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020 and all matters and potential transactions described therein, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition and postpetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, any Restructuring Transaction, any agreement, instrument, release, and other documents created or entered into prior to the Effective Date in connection with the creation of the Opioid MDT II, the Opioid Creditor Trusts, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of

confirmation (including the solicitation of votes on the Plan), the pursuit of consummation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, Pending Opioid Actions, the development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of opioid-related products, any past use or misuse of any opioid sold by the Debtors or any of its affiliates, and any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing; *provided, however*, that the Debtors do not release, and the Opioid MDT II shall retain, all Assigned Third-Party Claims, Assigned Insurance Rights, and Share Repurchase Claims; *provided, further*, that the Protected Parties do not release, Claims or Causes of Action arising out of, or related to, any act or omission of a Holder of an Opioid Claim, Released Co-Defendant, or Co-Defendant Related Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct; *provided, further*, that nothing in this Article IX.E shall (a) release any Cause of Action the Protected Parties are entitled to assert that is both (i) contractual or commercial in nature and (ii) unrelated to the subject matter of Pending Opioid Actions, (b) release any Cause of Action the Debtors are entitled to assert, to the extent such Cause of Action is necessary for the administration and resolution of a Claim against a Debtor solely in accordance with the Plan, *provided, however*, that the foregoing clause (b) shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, (c) release any claim or right of the Debtors or the Reorganized Debtors arising in the ordinary course of the Debtors' or Reorganized Debtors' business, including, without limitation, any such claim with respect to taxes, (d) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Definitive Documents, the Confirmation Order or the Restructuring Transactions, or (e) with respect to the Released Co-Defendants and their Co-Defendant Related Parties, nothing in this Article IX.E shall release any Estate Surviving Pre-Effective Date Claim. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any person, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this release of Holders of Opioid Claims and Released Co-Defendants and each of their Co-Defendant Related Parties, solely in their capacity as such, by the Protected Parties. Notwithstanding anything to the contrary in the foregoing, the releases by the Protected Parties set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any restructuring, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claims which are reinstated pursuant to the Plan. For the avoidance doubt, the releases by the Protected Parties set forth in this Section IX.E shall not release any Holder of Opioid Claims from any specific Claim, counterclaim, dispute, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, lien, remedy, loss, contribution, indemnity, cost, liability, attorneys' fee or expense if such Holder of Opioid Claims, in its capacity other than as a Holder of Opioid Claims, has not released the applicable Protected Party from Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses arising from a common nucleus of operative facts.

The Reorganized Debtors, the Opioid MDT II, and the Opioid Creditor Trusts shall be bound, to the same extent the Debtors are bound, by the releases set forth in Article IX.E of the Plan.

Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan or Confirmation Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims,

causes of action, proceeding or investigations against any non-Debtor person or non- Debtor entity in any forum.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Protected Parties set forth in Article IX.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and further shall constitute the Bankruptcy Court's finding that such release is: (a) in exchange for the good and valuable consideration provided by the Holders of Opioid Claims; (b) a good faith settlement and compromise of the Claims against the Holders of Opioid Claims released by the Protected Parties; (c) in the best interests of the Debtors, their Estates and all Holders of Claims and Equity Interests; (d) fair, equitable and reasonable; (e) given and made after due notice and opportunity for hearing; (f) a bar to any Entity or person asserting any Claim or Cause of Action released by Article IX.E of the Plan; and (g) essential to the confirmation of the Plan.

#### F. *Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any person for any Claims or Causes of Action arising on or after the Petition Date and prior to or on the Effective Date for any act taken or omitted to be taken in connection with, related to, or arising out of, the Chapter 11 Cases, formulating, negotiating, preparing, disseminating, implementing, filing, administering, confirming or effecting the confirmation or consummation of the Plan, the Disclosure Statement, the Opioid Settlement (as defined in the Restructuring Support Agreement), the Opioid MDT II Documents, the Opioid Creditor Trust Documents, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020, the Restructuring Support Agreement (including any amendments and/or joinders thereto), or any contract, instrument, release or other agreement or document created or entered into in connection with any of the foregoing, or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the Disclosure Statement or confirmation or consummation of the Plan, the Opioid Settlement (as defined in the Restructuring Support Agreement), the Opioid MDT II Documents, or the Opioid Creditor Trust Documents, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (a) any Causes of Action arising from actual fraud, gross negligence, or willful misconduct of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (b) the rights of any person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any person or Entity.

**G. *Permanent Injunction***

Except as otherwise expressly provided in the Confirmation Order or Plan, from and after the Effective Date all persons are, to the fullest extent provided under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from: (a) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any encumbrance of any kind; (d) asserting any right of setoff, or subrogation of any kind; and (e) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Equity Interest or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Confirmation Order against any person so released, discharged or exculpated (or the property or estate of any person so released, discharged or exculpated). All injunctions or stays provided in the Chapter 11 Cases under section 105 or section 362 of the Bankruptcy Code, or otherwise, and in existence on the confirmation date, shall remain in full force until the Effective Date. Article IX.G of the Plan shall not apply to Opioid Claims, which shall be subject to Article IX.H of the Plan.

**H. *Opioid Permanent Channeling Injunction***

**TERMS.** Pursuant to section 105(a) of the Bankruptcy Code, from and after the Effective Date, the sole recourse of any Opioid Claimant on account of its Opioid Claims (including Opioid Demands) based upon or arising from the Debtors' pre-Effective Date conduct or activities shall be to the Opioid MDT II or the Opioid Creditor Trusts, as applicable, pursuant to this Article IX.H of the Plan and the Opioid MDT II Documents or the Opioid Creditor Trust Documents, as applicable, and such Opioid Claimant shall have no right whatsoever at any time to assert its Opioid Claims (including Opioid Demands) against any Protected Party or any property or interest in property of any Protected Party. On and after the Effective Date, all Opioid Claimants, including Future Opioid PI Claimants, shall be permanently and forever stayed, restrained, barred, and enjoined from taking any of the following actions for the purpose of, directly or indirectly or derivatively collecting, recovering, or receiving payment of, on, or with respect to any Opioid Claim (including Opioid Demand) based upon or arising from the Debtors' pre-Effective Date conduct or activities other than from the Opioid MDT II or the Opioid Creditor Trusts pursuant to the Opioid MDT II Documents or the Opioid Creditor Trust Documents, as applicable:

- Commencing, conducting, or continuing in any manner, directly, indirectly or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Protected Party or any property or interests in property of any Protected Party;
- Enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interests in property of any Protected Party;

- **Creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance against any Protected Party or any property or interests in property of any Protected Party;**
- **Setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interests in property of any Protected Party; or**
- **Proceeding in any manner in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Opioid MDT II or the Opioid Creditor Trusts, as applicable, except in conformity and compliance with the applicable Opioid MDT II Documents and Opioid Creditor Trust Documents.**

**RESERVATIONS.** The foregoing injunction shall not stay, restrain, bar, or enjoin (a) the rights of Opioid Claimants to assert Opioid Claims (including Opioid Demands) against the Opioid MDT II or the Opioid Creditor Trusts, as applicable, solely in accordance with the Plan, the Opioid MDT II Documents, and the Opioid Creditor Trust Documents, as applicable; and (b) the rights of Entities to assert any Claim, debt, obligation, or liability for payment of Trust Expenses against the Opioid MDT II.

**MODIFICATIONS.** There can be no modification, dissolution, or terminations of this Opioid Permanent Channeling Injunction, which shall be a permanent injunction.

**NON-LIMITATION OF CHANNELING INJUNCTION.** Nothing in the Plan, the Opioid MDT II Documents, or the Opioid Creditor Trust Documents shall be construed in any way to limit the scope, enforceability, or effectiveness of the Opioid Permanent Channeling Injunction issued in connection with the Plan.

**BANKRUPTCY RULE 3016 COMPLIANCE.** The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

**I. Opioid Insurer Injunction.**

**TERMS.** In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an Opioid Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy from or against any Opioid Insurer, including:

- a. **commencing, conducting or continuing, in any manner any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any Opioid Insurer, or against the property of any Opioid Insurer, on account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy;**
- b. **enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any**

**Opioid Insurer, or against the property of any Opioid Insurer, on account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy;**

- c. **creating, perfecting or enforcing in any manner any Lien of any kind against any Opioid Insurer, or against the property of any Opioid Insurer, on account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy;**
- d. **asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any Opioid Insurer, or against the property of any Opioid Insurer, on account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy; and**
- e. **taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to any such Claim based on, arising under or attributable to an Opioid Insurance Policy.**

2. **RESERVATIONS.** The provisions of this Opioid Insurer Injunction do not apply to the Opioid MDT II and shall not preclude the Opioid MDT II from pursuing any Claim based on, arising under, or attributable to an Opioid Insurance Policy (including the Assigned Insurance Rights) or any other Claim that may exist under any Opioid Insurance Policy against any Opioid Insurer, nor shall it enjoin the Opioid MDT II from prosecuting any action based on, arising from, or attributable to any Opioid Insurance Policy or from asserting any claim, debt, obligation, cause of action, or liability for payment against a Opioid Insurer based on, arising from, or attributable to any Opioid Insurance Policy (including the Assigned Insurance Rights). The provisions of this Opioid Insurer Injunction are not issued for the benefit of any Opioid Insurer, and no such insurer is a third-party beneficiary of this Opioid Insurer Injunction. For the avoidance of doubt, with respect to a Person that purports to be insured under any Opioid Insurance Policy, the Opioid Insurer Injunction shall enjoin only derivative claims and rights. Nothing in this Plan shall determine whether any Claim or right under any Opioid Insurance Policy is either derivative or direct, or otherwise would be disallowed or subordinated under the Bankruptcy Code, which determination shall be made, as necessary, to the extent such Claim or right is not otherwise released under this Plan, in accordance with applicable law.

3. **MODIFICATIONS.** To the extent the Opioid MDT II Trustees determine that some or all of the proceeds under the Opioid Insurance Policies are substantially unrecoverable by the Opioid MDT II, the Opioid MDT II shall have the sole and exclusive authority, upon written notice to any affected Opioid Insurer, to terminate, reduce, or limit the scope of this Opioid Insurer Injunction with respect to any Opioid Insurer, *provided* that any termination, reduction, or limitation of the Opioid Insurer Injunction (i) shall apply equally to all Classes of Opioid Claims, and (ii) shall comply with any procedures set forth in the Opioid MDT II Documents.

4. **NON-LIMITATION OF INSURER INJUNCTION.** Except as set forth in paragraph 2 and 3 of this Article, nothing in the Plan, the Opioid MDT II Documents or the Opioid Creditor Trust

Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Opioid Insurer Injunction issued in connection with the Plan.

**J. *Settling Opioid Insurer Injunction.***

1. **Terms.** In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an Opioid Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy from or against any Settling Opioid Insurer, solely to the extent that such Settling Opioid Insurer has been released from such Claim under such Opioid Insurance Policy pursuant to an Opioid Insurance Settlement, including:

- a. commencing, conducting or continuing, in any manner any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any such Settling Opioid Insurer, or against the property of such Settling Opioid Insurer, on account of such Claim based on, arising under or attributable to such Opioid Insurance Policy;
- b. enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any such Settling Opioid Insurer, or against the property of such Settling Opioid Insurer, on account of such Claim based on, arising under or attributable to such Opioid Insurance Policy;
- c. creating, perfecting or enforcing in any manner any Lien of any kind against any such Settling Opioid Insurer, or against the property of such Settling Opioid Insurer, on account of such Claim based on, arising under or attributable to such Opioid Insurance Policy;
- d. asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any such Settling Opioid Insurer, or against the property of such Settling Opioid Insurer, on account of such Claim based on, arising under or attributable to such Opioid Insurance Policy; and
- e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to such Claim based on, arising under or attributable to such Opioid Insurance Policy.

2. **REDUCTION OF INSURANCE JUDGMENTS.** Any right, Claim, or cause of action that an insurance company may have been entitled to assert against any Settling Opioid Insurer but for the Settling Opioid Insurer Injunction, if any such right, Claim, or cause of action exists under applicable non-bankruptcy law, shall become a right, Claim, or cause of action solely as a setoff claim against the Opioid MDT II and not against or in the name of the Settling Opioid Insurer in question. Any such right, Claim, or cause of action to which an insurance company may be entitled shall be solely in the form of a setoff against any recovery of the Opioid MDT II from that insurance company, and under no circumstances shall that insurance company receive an affirmative recovery of funds from the Opioid MDT II or any Settling Opioid Insurer for such right, Claim, or cause of action. In determining the amount of any setoff, the Opioid MDT II may assert any legal or equitable rights the

**Settling Opioid Insurer would have had with respect to any right, Claim, or cause of action. Any Opioid Insurance Settlement for which Court approval is sought shall be sent out on notice pursuant to Bankruptcy Rule 9019.**

3. **MODIFICATIONS.** There can be no modification, dissolution or termination of the Settling Insurer Injunction, which shall be a permanent injunction.

4. **NON-LIMITATION OF SETTLING INSURER INJUNCTION.** Nothing in the Plan, the Opioid MDT II Documents or the Opioid Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Settling Insurer Injunction issued in connection with the Plan.

K. *Opioid Operating Injunction*

From and after the date on which the Opioid Operating Injunction Order is entered by the Bankruptcy Court or another court of competent jurisdiction, the VI-Specific Debtors and/or Reorganized VI-Specific Debtors, as applicable, and any successors to the VI-Specific Debtors' and/or Reorganized VI-Specific Debtors' business operations relating to the manufacture and sale of opioid product(s) in the United States and its territories shall abide by the Opioid Operating Injunction as set forth in the Plan Supplement.

The VI-Specific Debtors and Reorganized VI-Specific Debtors, as applicable, consent to the entry of a final judgment or consent order upon the Effective Date imposing all of the provisions of the Opioid Operating Injunction in the state court in each of the Settling States (as defined in the Opioid Operating Injunction). After the Effective Date, the Opioid Operating Injunction will be enforceable in the state court in each of the Settling States (as defined in the Opioid Operating Injunction). The VI-Specific Debtors and Reorganized VI-Specific Debtors agree that seeking entry or enforcement of such a final judgment or consent order will not violate any other injunctions or stays that it will seek, or that may otherwise apply, in connection with its Chapter 11 Cases or Confirmation.

L. *Setoffs and Recoupment*

Except as otherwise provided herein, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable bankruptcy or non-bankruptcy law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or assigned on or prior to the Effective Date (whether pursuant to the Plan, a Final Order or otherwise); *provided* that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor or the Opioid MDT II of any such Claims, rights, and Causes of Action; *provided, further*, that the exercise of rights of setoff and/or recoupment by non-Debtor third parties against the Debtors or Reorganized Debtors on account of any Assigned Third-Party Claims shall be enjoined and barred, to the extent permitted by applicable law.

M. *Access to Opioid Insurance Policies*

**Notwithstanding anything herein to the contrary, the Debtors shall not be released from liability for any Claim (other than any Co-Defendant Claim) that is or may be covered by any Opioid Insurance Policy; *provided* that recovery for any such Claim, including by way of settlement or judgment, shall be limited to the available proceeds of such Opioid Insurance Policy (and any extra-contractual liability of the Opioid Insurer with respect to any Opioid Insurance Policy) and shall be**

**asserted pursuant to procedures set forth in the Opioid MDT II Documents, and no Person or party shall execute, garnish or otherwise attempt to collect any such recovery from any assets other than the available proceeds of the Opioid Insurance Policy. The Debtors shall be released automatically from a Claim described in this paragraph upon the earlier of (x) the abandonment of such Claim and (y) such a release being given as part of a settlement or resolution of such Claim, and shall be released automatically from all Claims described in this paragraph upon the exhaustion of the available proceeds of the relevant Opioid Insurance Policy (notwithstanding the nonoccurrence of either event described in the foregoing clauses (x) and (y)).**

N. *Co-Defendant Defensive Rights*

Except as provided in the Opioid Insurer Injunction, the Settling Opioid Insurer Injunction or this Article IX.N, notwithstanding anything to the contrary in this Article IX or in the Plan as it currently exists or as it might be further amended, the Confirmation Order or any order entered in connection with the Plan (or the Plan as amended) (or any such order, as amended, modified or supplemented), or any supplement to the Plan (or the Plan as further amended), nothing contained in the Plan or any of the foregoing documents or orders (including without limitation, the classification, treatment, allowance, disallowance, release, bar, injunction, Opioid Permanent Channeling Injunction or any other provision of the Plan or the Plan as amended with respect to, impacting, affecting, modifying, limiting, subordinating, impairing, in any respect, a Co-Defendant Claim), will release, bar, enjoin, impair, alter, modify, amend, limit, prohibit, restrict, reduce, improve or enhance any Co-Defendant Defensive Rights of any Holder of a Co-Defendant Claim as such rights exist or might in the future exist under applicable non-bankruptcy law. Nothing in the Plan, any of the Definitive Documents or in the Confirmation Order shall preclude, operate to or have the effect of, impairing any Holder of a Co-Defendant Claim from asserting in any proceeding any and all Co-Defendant Defensive Rights that it has or may have under applicable law. Nothing in the Plan, any of the Definitive Documents or the Confirmation Order shall be deemed to waive any Co-Defendant Defensive Rights, and nothing in the Chapter 11 Cases, the Plan, any of the Definitive Documents or the Confirmation Order may be used as evidence of any determination regarding any Co-Defendant Defensive Rights, and under no circumstances shall any Person be permitted to assert issue preclusion or claim preclusion, waiver, estoppel, or consent in response to the assertion of any Co-Defendant Defensive Rights. This Article IX.N shall be included in the Confirmation Order. Co-Defendant Defensive Rights (i) may be used to offset, set-off, recoup, allocate or apportion fault, liability, or damages, or seek judgment reduction or otherwise to defend against any Cause of Action or Claim brought by any Person against the Holder of any Co-Defendant Claim based in whole or in part on Opioid-Related Activities; and (ii) shall in no case be used to seek any affirmative monetary recovery from any Protected Party or any Asset of any Protected Party (including from any Opioid Insurance Policy or any other insurance policy of a Protected Party) on account of any Claim or Cause of Action released pursuant to Article IX.D, and shall in no case be used to seek an affirmative recovery from the Opioid MDT II or any Asset of the Opioid MDT II or any Opioid Creditor Trust or any Asset of any Opioid Creditor Trust. Any verdicts in any litigation shall not be binding on the Opioid MDT II, the Opioid Creditor Trusts, or the Ratepayer Account if the Opioid MDT II, the Opioid Creditor Trusts, or the Ratepayer Account do not participate in such litigation (and the Opioid MDT II, the Opioid Creditor Trusts, and the Ratepayer Account are not required to participate in such litigation).

**Article X.**

**RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, except to the extent set forth herein or under applicable federal law, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

A. except as provided in the Opioid MDT II Documents or Opioid Creditor Trust Documents with respect to Opioid Claims, allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

B. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or the Plan;

C. resolve any matters related to: (1) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Costs arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (2) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (3) any dispute regarding whether a contract or lease is or was executory or expired;

D. except as provided in the Opioid MDT II Documents and Opioid Creditor Trust Documents with respect to Opioid Claims, ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan and the Confirmation Order;

E. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

F. adjudicate, decide, or resolve any and all matters related to Causes of Action;

G. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

H. except as provided in the Opioid MDT II Documents and Opioid Creditor Trust Documents with respect to Opioid Claims, resolve any cases, controversies, suits, or disputes that may arise in connection with any Claims, including claim objections, allowance, disallowance, estimation, and distribution;

I. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan, the Confirmation Order, and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, the Confirmation Order, or the Disclosure Statement, including the Restructuring Support Agreement;

J. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

K. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of the Plan, the Confirmation Order, or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan or the Confirmation Order, or any Entity's rights arising from or obligations incurred in connection with the Plan or the Confirmation Order;

L. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of the Plan or the Confirmation Order;

M. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

N. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;

O. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

P. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, the Confirmation Order, or the Disclosure Statement;

Q. enter an order or final decree concluding or closing the Chapter 11 Cases;

R. except as provided in the Opioid MDT II Documents and Opioid Creditor Trust Documents with respect to Opioid Claims, adjudicate any and all disputes arising from or relating to distributions under the Plan;

S. consider any modification of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

T. determine requests for payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

U. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan and disputes regarding or arising out of the trade terms enforceable between the Reorganized Debtors and any Holder of a Class 7 Trade Claim;

V. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

W. hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including without limitation (1) any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date and (2) any dispute relating to the discharge of any Claim in Classes 6(a)-6(g), including without limitation Acthar Claims, Asbestos Claims, and Environmental Claims;

X. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the releases, injunctions, and exculpations provided under Article IX of the Plan;

Y. resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any Claims Bar Date established in the Chapter 11 Cases, or any deadline for responding or objection to a Cure Cost, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

Z. enforce all orders previously entered by the Bankruptcy Court; and

AA. hear any other matter not inconsistent with the Bankruptcy Code, the Plan, or the Confirmation Order;

*provided, however*, that the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement or other Definitive Documents that have a jurisdictional, forum selection, or dispute resolution clause that refers disputes to a different court and any disputes concerning documents contained in the Plan Supplement that contain such clauses shall be governed in accordance with the provisions of such documents; *provided, further*, that the Bankruptcy Court shall not retain jurisdiction over any agreement with the United States that has a jurisdictional, forum selection, or dispute resolution clause or administrative remedies clause that refers disputes to a different court or administrative process.

Additionally, the Bankruptcy Court will retain jurisdiction to adjudicate, decide, or resolve issues raised by the Monitor, but such jurisdiction will not be exclusive and the Monitor shall retain the right to seek relief in all other courts.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article X, the provisions of this Article X shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Unless otherwise specifically provided herein or in a prior order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose prior to the Effective Date, including, without limitation, any Claims based in whole or in part on any conduct of the Debtors occurring on or before the Effective Date.

## **Article XI.**

### **MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN**

#### **A. *Modification of Plan***

Subject to the terms of the Restructuring Support Agreement and the limitations contained in the Plan, the Debtors or Reorganized Debtors reserve the right to, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement: (1) amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code; (2) amend or modify the Plan after the entry of the Confirmation Order in accordance with section 1127(b) of the Bankruptcy Code and the Restructuring Support Agreement upon order of the Bankruptcy Court; and (3) remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan upon order of the Bankruptcy Court.

B. *Effect of Confirmation on Modifications*

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. *Revocation of Plan; Reservation of Rights if Effective Date Does Not Occur*

Subject to the conditions to the Effective Date, the Debtors reserve the right, subject to the terms of the Restructuring Support Agreement, to revoke or withdraw the Plan prior to the entry of the Confirmation Order and to File subsequent Plans of reorganization. If the Debtors revoke or withdraw the Plan, or if entry of the Confirmation Order or the Effective Date does not occur, or if the Restructuring Support Agreement terminates in accordance with its terms prior to the Effective Date, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, or any Equity Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission of any sort by the Debtors or any other Entity; *provided*, that any Restructuring Expenses that have been paid as of the date of revocation or withdrawal of the Plan shall remain paid and shall not be subject to disgorgement or repayment without further order of the Bankruptcy Court.

**Article XII.**

**MISCELLANEOUS PROVISIONS**

A. *Immediate Binding Effect*

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and notwithstanding whether or not such Person or Entity (i) will receive or retain any property, or interest in property, under this Plan, (ii) has filed a Proof of Claim in the Chapter 11 Cases or (iii) failed to vote to accept or reject this Plan, affirmatively voted to reject this Plan, or is conclusively presumed to reject this Plan. The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

B. *Additional Documents*

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtors, as applicable, and all Holders of Claims receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

C. *Payment of Statutory Fees*

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code or as agreed to by the United States Trustee and the Reorganized Debtors, shall be paid for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed or closed, whichever occurs first.

D. *Reservation of Rights*

The Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

By consenting to the treatment provided by this Plan or otherwise supporting the Plan, no State or Tribe shall be construed to have waived any claim or defense of sovereign immunity that it may have in any other action or proceeding, including any action or proceeding occurring after the Effective Date.

E. *Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries or guardian, if any, of each Entity.

F. *No Successor Liability*

Except as otherwise expressly provided in this Plan and the Confirmation Order, each of the Reorganized Debtors, NewCo, the NewCo Subsidiaries, the Opioid MDT II, and the Opioid Creditor Trusts (a) is not, and shall not be deemed to assume, agree to perform, pay or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations or the assets of the Debtors on or prior to the Effective Date, (b) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date and (c) shall not have any successor or transferee liability of any kind or character.

G. *Service of Documents*

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Reorganized Debtors shall also be served on:

Debtors	Counsel to the Debtors
<p>Mallinckrodt plc  c/o ST Shared Services LLC  675 McDonnell Blvd.  Hazelwood, Missouri 63042  Attn: Mark Casey</p>	<p>Richards, Layton &amp; Finger, P.A.  One Rodney Square  920 N. King Street  Wilmington, Delaware 19801  Attn: Mark Collins, Michael Merchant, Amanda  Steele, and Brendan Schlauch</p> <p>and</p> <p>Latham &amp; Watkins LLP  1271 Avenue of the Americas  New York, New York 10020  Attn: George Davis, George Klidonas, Anu  Yerramalli, and Andrew Sorkin</p> <p>and</p> <p>Latham &amp; Watkins LLP  355 South Grand Avenue, Suite 100  Los Angeles, California 90071  Attn: Jeffrey Bjork</p> <p>and</p> <p>Latham &amp; Watkins LLP  330 North Wabash Avenue, Suite 2800,  Chicago, Illinois 60611  Attn: Jason Gott</p> <p>and</p> <p>Wachtell, Lipton, Rosen &amp; Katz  51 West 52nd Street  New York, NY 10019  Attn: Philip Mindlin and Neil M. Snyder</p>

<b>United States Trustee</b>	<b>Counsel to the Supporting Governmental Plaintiff Ad Hoc Committee</b>
<p>Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207 Wilmington, Delaware 19801 Attn: Jane M. Leamy, Esq.</p>	<p>Kramer Levin Naftalis &amp; Frankel LLP 1177 Avenue of the Americas New York, New York 10036 Attn: Kenneth Eckstein and Daniel Eggermann</p> <p>and</p> <p>Brown Rudnick LLP Seven Times Square New York, New York 10019 Attn: David Molton and Steven Pohl</p> <p>and</p> <p>Gilbert LLP 700 Pennsylvania Ave, SE, Suite 400 Washington, D.C. 20003 Attn: Scott Gilbert and Kami Quinn</p>
<b>Counsel to the Supporting Unsecured Noteholders</b>	<b>Counsel to the MSGE Group</b>
<p>Paul, Weiss, Rifkind, Wharton &amp; Garrison LLP 1285 Avenue of the Americas New York, New York 10019 Attn: Andrew Rosenberg, Alice Belisle Eaton, Claudia R. Tobler, and Neal Paul Donnelly</p>	<p>Caplin &amp; Drysdale, Chartered, Seitz, Van Ogtrop &amp; Green, P.A One Thomas Circle, NW, Suite 1100   Washington, DC 20005 Attn: Kevin Maclay and Todd Phillips</p>
<b>Counsel to the Supporting Term Lenders</b>	
<p>Gibson, Dunn &amp; Crutcher LLP 200 Park Avenue New York, New York 10166-0193 Attention: Scott J. Greenberg and Michael J. Cohen</p>	
<b>Counsel to the Future Claimants' Representative</b>	
<p>Young Conaway Stargatt &amp; Taylor, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801 Attn: James L. Patton, Jr. and Jaime Luton Chapman</p>	<p>Frankel Wyron LLP 2101 L Street, NW, Suite 800 Washington, DC 20037 Attn: Richard H. Wyron</p>

After the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that, to continue to receive documents pursuant to Bankruptcy Rule 2002, they must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. *Term of Injunctions or Stays*

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. *Entire Agreement*

On the Effective Date, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. *Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, the Plan Supplement, and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; *provided* that corporate governance matters relating to Debtors or Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

K. *Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall initially be Filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. After the exhibits and documents are Filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <http://restructuring.primeclerk.com/Mallinckrodt> or the Bankruptcy Court's website at [www.deb.uscourts.gov](http://www.deb.uscourts.gov). To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

L. *Nonseverability of Plan Provisions upon Confirmation*

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided* that, any such alteration or interpretation shall be acceptable to the Debtors, the Required Supporting Unsecured Noteholders, the Supporting Governmental Opioid Claimants, and the Required Supporting Term Lenders. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing,

is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors; and (3) nonseverable and mutually dependent.

M. *Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. *Conflicts*

To the extent that any provision of the Disclosure Statement, or any order entered prior to Confirmation (for avoidance of doubt, not including the Confirmation Order) referenced in the Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control. To the extent that any provision of the Plan conflicts with or is in any way inconsistent with any provision of the Confirmation Order, the Confirmation Order shall govern and control. Notwithstanding the foregoing, this section is subject to the terms of any of the Federal/State Actuar Settlement Agreements executed by any State, including, without limitation, paragraph 33 thereof.

O. *Section 1125(e) Good Faith Compliance*

The Debtors, the Reorganized Debtors, the Supporting Parties, and each of their respective current and former officers, directors, members (including *ex officio* members), managers, employees, partners, advisors, attorneys, professionals, accountants, investment bankers, investment advisors, actuaries, Affiliates, financial advisors, consultants, agents, and other representatives of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such), shall be deemed to have acted in “good faith” under section 1125(e) of the Bankruptcy Code.

P. *Dissolution of Committees*

On the Effective Date, the Official Committee of Unsecured Creditors and the Official Committee of Opioid-Related Claimants shall be dissolved and the members of each of the Official Committee of Unsecured Creditors and the Official Committee of Opioid-Related Claimants and each of their legal, consulting, financial, and/or other professional advisors shall be deemed released of all their duties, responsibilities, and obligations in connection with the Chapter 11 Cases and its implementation; *provided, however*, that following the Effective Date, the Official Committee of Unsecured Creditors and the Official Committee of Opioid-Related Claimants shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for compensation by Professional Persons and requests for allowance of fees and/or expenses under section 503(b) of the Bankruptcy Code, and (b) any appeals of, or related to, (x) the Confirmation Order or (y) other appeal to which the Official Committee of Unsecured Creditors or the Official Committee of Opioid-Related Claimants is a party.

Upon dissolution of the Official Committee of Unsecured Creditors, the General Unsecured Claims Trust and the Asbestos Trust shall jointly succeed to, and exclusively hold, the attorney-client privilege and any other privilege held by the Official Committee of Unsecured Creditors and shall enjoy the work product protections that were applicable or available to the Official Committee of Unsecured Creditors before its dissolution. After the Effective Date, neither the General Unsecured Claims Trust nor the Asbestos Trust can independently waive the attorney-client privilege or any other privilege. For any privilege to be waived, the respective trust must first obtain advance written consent from the other trust which jointly holds said privilege and/or from any other party, including the Reorganized Debtors, as applicable, that may share in the applicable privilege.

Q. *Special Provisions for United States*

- (a) As to the United States, notwithstanding anything contained in the Plan, Plan Supplement, or Confirmation Order to the contrary (except Article III.B.8.d. of this Plan contemplating the release of U.S. Government Payor Statutory Rights) including but not limited to Articles V and X, nothing in the Plan, Plan Supplement or Confirmation Order shall:
- (i) limit or be intended to or be construed to bar the United States from, subsequent to the Confirmation Order, pursuing any police or regulatory action or any criminal action;
  - (ii) discharge, release, exculpate, impair or otherwise preclude: (A) any liability to the United States that is not a “claim” within the meaning of section 101(5) of the Bankruptcy Code; (B) any Claim of the United States arising on or after the Effective Date; (C) any liability of the Debtors under police or regulatory statutes or regulations to the United States as the owner, lessor, lessee or operator of property that such Entity owns, operates or leases after the Effective Date; or (D) any liability to the United States, including but not limited to any liabilities arising under the IRC, the environmental laws, the criminal laws, the civil laws or common law, of any Person, including any Released Parties, Protected Parties or any Exculpated Parties, in each case, other than the Debtors; *provided, however*, that the foregoing shall not (x) limit the scope of discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code, (y) diminish the scope of any exculpation to which any Person is entitled under section 1125(e) of the Bankruptcy Code, or (z) change the treatment of the U.S. Government’s Opioid Claims pursuant to Article III.B.8.d. of this Plan;
  - (iii) enjoin or otherwise bar the United States from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding clause (ii); *provided, however*, that the non-bankruptcy rights and defenses of all Persons with respect to (A)–(D) in clause (ii) are likewise fully preserved;
  - (iv) affect any valid right of setoff or recoupment of the United States against any of the Debtors; *provided, however*, that the rights and defenses of the Debtors with respect thereto are fully preserved (other than any rights or defenses based on language in the Plan or the Confirmation Order that may extinguish or limit setoff or recoupment rights);
  - (v) divest any court, commission or tribunal of jurisdiction to determine whether any liabilities asserted by the United States are discharged or otherwise barred by this Confirmation Order, the Plan or the Bankruptcy Code; *provided, however*, that the Bankruptcy Court shall retain jurisdiction as set forth in and pursuant to the terms of the Plan to the extent permitted by law;
  - (vi) be deemed to (a) determine or settle the tax liability of any Person, including but not limited to the Debtors, (b) have determined the federal tax treatment of any item, distribution or Entity, including the federal tax consequences of the Plan or Confirmation Order, or (c) expressly expand or diminish the jurisdiction of the Bankruptcy Court to make determinations as to federal tax liability and federal tax treatment under the Bankruptcy Code and 28 U.S.C. §§ 157, 1334;
  - (vii) authorize the assumption, assignment, sale or other transfer to any non-Debtor third party of any federal (a) grants, (b) grant funds, (c) contracts, (d) licenses, (e) permits, (f) registrations, (g) property, including but not limited to, inventory, intellectual

property, data and patents, (h) leases, (i) agreements or other interests of the U.S. Government (collectively, the “Federal Interests”), without compliance with all terms of the Federal Interests and with all applicable non-bankruptcy law; or

- (viii) be interpreted to set cure amounts related to any Federal Interests or to require the U.S. Government to novate, approve or otherwise consent to the assumption, assignment, sale or other transfer of any Federal Interests.
  
- (b) Notwithstanding anything to the contrary herein, nothing in the Plan, Plan Supplement, the Confirmation Order, or any other document filed in connection with the Plan shall release claims held by the United States of America against any non-Debtor Parties or Entities, including non-Debtor Protected Parties and non-Debtor Released Parties; *provided* that, for the avoidance of doubt, nothing in the Plan, Confirmation Order, or any other document filed in connection with the Plan shall limit the releases of the U.S. Government Payor Statutory Rights or the treatment of the U.S. Government Opioid Claims contemplated by Article III.B.8.d of this Plan; *provided* further that this subparagraph (b) shall not modify the rights under the Federal/State Actuar Settlement Agreement with the U.S. Government and such Federal/State Actuar Settlement Agreement with the U.S. Government shall govern. Notwithstanding anything to the contrary herein, nothing in the Plan, the Confirmation Order, the Plan Supplement or any other document filed in connection with the Plan shall bind the United States in any application of statutory, or associated regulatory, authority grounded in Title 19 of the Social Security Act, 42 U.S.C. § 1396-1 et seq. (the “**Medicaid Program**”) or in section 1115 of Title 11 of the Social Security Act. The United States is neither enjoined nor in any way prejudiced in seeking recovery, from all parties other than the Debtors, of any funds owed to the United States under the Medicaid Program.
  
- (c) Without limiting the foregoing but for the avoidance of doubt, the United States reserves, and the Plan, Plan Supplement, or Confirmation Order are without prejudice to, any and all rights or Causes of Action the United States has or may have against any surety under any bond, and nothing shall release, discharge, or exculpate any surety from its obligations or liabilities pursuant to non-bankruptcy law, including any obligation or liability of any surety of the Debtors or Reorganized Debtors with respect to any bond.



**Annex A****Prepayment Cost of Opioid Deferred Cash Payments at Various Months After Effective Date<sup>1</sup>**

<b>Months after Effective Date (end of month)</b>	<b>Prepayment Cost of Opioid Deferred Cash Payments</b>
0	\$716,889,259
1	\$725,128,582
2	\$733,440,227
3	\$741,824,347
4	\$750,281,031
5	\$758,810,295
6	\$767,412,072
7	\$776,086,190
8	\$784,832,363
9	\$793,650,162
10	\$802,538,992
11	\$811,498,058
12	\$820,526,326 <sup>2</sup>
13	\$627,859,737
14	\$635,254,954
15	\$642,711,782
16	\$650,229,925
17	\$657,808,961
18	\$665,448,320 <sup>3</sup>

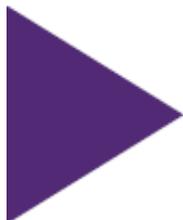
<sup>1</sup> Amounts shown in this Annex A show the prepayment cost at the end of each of the 18 months after the Effective Date. To the extent a prepayment occurs other than at the end of the month, the prepayment cost shall be calculated as of such prepayment date pursuant to the formula set forth in the Plan. For the purposes of the Prepayment Option, months shall be calculated starting from the Effective Date, not calendar months.

<sup>2</sup> Month twelve includes \$200,000,000 payment due at such time.

<sup>3</sup> Prepayment right may be exercised on or prior to eighteen months after the Effective Date.

**Exhibit 1**

**Cram-Down First Lien Notes Term Sheet**



# Cram-Down First Lien Notes Summary Terms



Cram-Down First Lien Notes	
Amount	<ul style="list-style-type: none"> <li>Equivalent to the amount of such Allowed First Lien Notes Claims</li> </ul>
Notes	<ul style="list-style-type: none"> <li>Senior Secured First Lien Notes</li> </ul>
Issuers	<ul style="list-style-type: none"> <li>Mallinckrodt International Finance S.A. and Mallinckrodt CB LLC</li> </ul>
Obligors	<ul style="list-style-type: none"> <li>Same obligors as the Takeback Second Lien Notes</li> </ul>
Coupon	<ul style="list-style-type: none"> <li>Payable in cash at a coupon based on the ICE BofA 8+ Year B US High Yield Index Semi-Annual Yield to Worst<sup>(1)</sup> as of the Plan Effective Date, rounded to the nearest 0.125%, subject to a max coupon of 10.0%</li> <li>By way of reference, on June 7, 2021 the index was 4.74%, which would imply a coupon of 4.750%</li> </ul>
Maturity	<ul style="list-style-type: none"> <li>Eight (8) years following the Plan Effective Date</li> <li>If the reference index above exceeds 10.0%, then maturity shall remain at April 15, 2025</li> </ul>
Collateral / Priority / Intercreditor Arrangements	<ul style="list-style-type: none"> <li>Secured by security interests on assets of obligors materially similar to assets securing existing First Lien Notes</li> <li><i>Pari passu</i> with security interests securing the New Term Loan Facility and the New Takeback Term Loan Facility, as applicable; senior to security interests securing the Takeback Second Lien Notes, the Second Lien Notes and the Cram-Down Second Lien Notes, as applicable</li> <li>Intercreditor arrangements to be on market terms, which are expected to be materially similar to existing intercreditor arrangements applicable to existing First Lien Notes</li> </ul>
Put	<ul style="list-style-type: none"> <li>Puttable to the issuer at 101% of par upon a change of control</li> </ul>
Equity Claw	<ul style="list-style-type: none"> <li>Company may redeem up to 40% of notes at a redemption price of par plus full coupon, with the proceeds of an equity offering</li> </ul>
Call Protection	<ul style="list-style-type: none"> <li>Non-callable for 4 years</li> <li>Par plus half coupon in year 5</li> <li>Par plus quarter coupon in year 6</li> <li>Par thereafter</li> <li><i>Provided however</i>, if the reference index on the prior page exceeds 10.0%, then the call schedule remains the same as in the existing First Lien Notes indenture</li> </ul>
Affirmative and Negative Covenants	<ul style="list-style-type: none"> <li>To generally match the existing Second Lien Notes indenture, as adjusted to reflect the Plan and all transactions contemplated thereby</li> </ul>

Note: Summary terms only.

(1) Source: Bloomberg (H2AL), Yield to Worst (Semi-Annual) of the ICE BofA 8+ Year B US High Yield Index.

**Exhibit 2**

**Takeback Second Lien Notes Term Sheet**

**Takeback Second Lien Notes Summary Terms**

<b>Amount</b>	<ul style="list-style-type: none"> <li>• \$375 million</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>• Senior Secured Second Lien Notes</li> </ul>
<b>Issuers</b>	<ul style="list-style-type: none"> <li>• Mallinckrodt International Finance S.A. and Mallinckrodt CB LLC</li> </ul>
<b>Obligors</b>	<ul style="list-style-type: none"> <li>• Same as the obligors on the Deferred Cash Payments, <i>provided that</i> any obligations on account of the Takeback Second Lien Notes shall (i) be guaranteed by the same entities that guarantee the First Lien Notes and (ii) comply with the terms of the Debtors' existing funded indebtedness</li> </ul>
<b>Coupon</b>	<ul style="list-style-type: none"> <li>• Payable in cash at 10.00%</li> </ul>
<b>Maturity</b>	<ul style="list-style-type: none"> <li>• Seven (7) years following the Plan Effective Date</li> </ul>
<b>Collateral/Priority</b>	<ul style="list-style-type: none"> <li>• <i>Pari passu</i> with the second lien security interests as with existing Second Lien Notes</li> </ul>
<b>Put</b>	<ul style="list-style-type: none"> <li>• Puttable to the issuer at 101% of par upon a change of control</li> </ul>
<b>Equity Claw</b>	<ul style="list-style-type: none"> <li>• Company may redeem up to 40% of Takeback Second Lien Notes at a redemption price of 110% of par with the proceeds of an equity offering</li> </ul>
<b>Call Protections</b>	<ul style="list-style-type: none"> <li>• Non-callable for 4 years</li> <li>• 105 call in year 5</li> <li>• 102.5 in year 6</li> <li>• Par thereafter</li> </ul>
<b>Affirmative and Negative Covenants</b>	<ul style="list-style-type: none"> <li>• To generally match the 2020 First Lien Notes Indenture, as adjusted to reflect new Takeback Second Lien Notes structure</li> </ul>

**Exhibit 3**

**Federal/State Acthar Settlement Term Sheet**

**DOJ Settlement Terms re: Boston (Medicaid Rebates) and EDPA False Claims Act Matters, and related issues**

- **Resolved Matters.** Mallinckrodt and the United States (including CMS, DOJ ), the applicable states, and *qui tam* relators agree to fully and finally resolve the Acthar-related government litigations disclosed in Mallinckrodt’s Form 10-K for 2019, including *United States of America, et al., ex rel., Charles Strunck, et al. v. Mallinckrodt ARD LLC* (E.D. Penn.); *United States of America et al. ex rel. Landolt v. Mallinckrodt ARD, LLC* (D. Mass.); and *Mallinckrodt ARD LLC v. Verma et al. (D.D.C.)*, and related matters (such matters, collectively, the “**Resolved Matters**”) on the terms set forth in this Schedule, which will be memorialized in a definitive DOJ Settlement Agreement, and settlement agreements with the States, and incorporated into the Plan.
- **Settlement Payments.** In full and final satisfaction of all claims at issue in the “Resolved Matters”, Mallinckrodt shall make cash payments to the US and State governments totaling \$260 million in the aggregate in accordance with the following schedule, with deferred payments bearing interest at a variable rate equal to the nominal interest rate on special issues of government securities to the Social Security trust funds, measured as of each payment date and accruing from September 21, 2020:

Payment Date	Payment Amount
Plan Effective Date	\$15,000,000
First Anniversary of Plan Effective Date	\$15,000,000
Second Anniversary of Plan Effective Date	\$20,000,000
Third Anniversary of Plan Effective Date	\$20,000,000
Fourth Anniversary of Plan Effective Date	\$32,500,000
Fifth Anniversary of Plan Effective Date	\$32,500,000
Sixth Anniversary of Plan Effective Date	\$62,500,000
Seventh Anniversary of Plan Effective Date	\$62,500,000

- **Releases.** Effective as of the date on which the Settlement Agreement is fully executed, Mallinckrodt, on the one hand, and DOJ and the States, on the other hand, will have exchanged mutual releases, as specified in the Settlement Agreements relating to the Resolved Matters.
- **CMS/DOJ/State Settlement Agreement; Additional Terms and Conditions.** Without limiting or affecting in any way the rights of the Supporting Parties under the RSA, the

DOJ Settlement Agreement shall contain such additional terms, conditions, representations, warranties, covenants and termination events to which Mallinckrodt, on the one hand, and DOJ on the other hand, may agree. Without limiting or affecting in any way the rights of the Supporting Parties under the RSA, the State Settlement Agreements shall contain such additional terms, conditions, representations, warranties, covenants and termination events to which Mallinckrodt, on the one hand, and the States, on the other hand, may agree.

**Exhibit 4**

**New Second Lien Notes Term Sheet**

### Settlement Second Lien Notes Summary Terms

<b>Amount</b>	<ul style="list-style-type: none"> <li>• \$322,868,000 (<i>i.e.</i>, current outstanding principal amount of existing Second Lien Notes)</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>• Senior Secured Second Lien Notes</li> </ul>
<b>Issuers</b>	<ul style="list-style-type: none"> <li>• Mallinckrodt International Finance S.A. and Mallinckrodt CB LLC (<i>i.e.</i>, same issuers as the existing Second Lien Notes)</li> </ul>
<b>Obligors</b>	<ul style="list-style-type: none"> <li>• Same as the obligors on the existing Second Lien Notes, <i>provided that</i> all obligors under the New Term Loan Facility, New Takeback Term Loan Facility (as applicable), First Lien Notes and Takeback Second Lien Notes shall be Obligors hereunder</li> </ul>
<b>Coupon</b>	<ul style="list-style-type: none"> <li>• Payable in cash at 10.00% (<i>i.e.</i>, current interest rate of existing Second Lien Notes)</li> </ul>
<b>Maturity</b>	<ul style="list-style-type: none"> <li>• April 15, 2025 (<i>i.e.</i>, current maturity of existing Second Lien Notes)</li> </ul>
<b>Collateral/Priority</b>	<ul style="list-style-type: none"> <li>• Liens on the same collateral as secures the existing Second Lien Notes that will rank <i>pari passu</i> with the second lien security interests that will secure the Takeback Second Lien Notes, <i>provided that</i> any and all collateral securing the First Lien Notes and Takeback Second Lien Notes shall also secure the Second Lien Notes</li> </ul>
<b>Put</b>	<ul style="list-style-type: none"> <li>• Puttable to the Issuers at 101% of par upon a change of control</li> </ul>
<b>Equity Claw</b>	<ul style="list-style-type: none"> <li>• On or prior to April 15, 2022, Issuers may redeem up to 40% of Settlement Second Lien Notes at a redemption price of 110% of par with the proceeds of an equity offering (<i>i.e.</i>, same terms as under existing Second Lien Notes)</li> </ul>
<b>Call Protections</b>	<ul style="list-style-type: none"> <li>• Same as under existing Second Lien Notes</li> </ul>
<b>Affirmative and Negative Covenants</b>	<ul style="list-style-type: none"> <li>• To generally match the existing First Lien Notes Indenture, as adjusted to reflect Settlement Second Lien Notes structure and transactions contemplated by the Plan (<i>i.e.</i>, covenants substantially equivalent to the covenants under the Takeback Second Lien Notes Indenture)</li> </ul>

<p><b>Other</b></p>	<p>Subject to such matters as the Debtors, the settling holders of Second Lien Notes and the Second Lien Notes Trustee have separately agreed:</p> <ul style="list-style-type: none"> <li>• Debtors will pay the reasonable and documented out-of-pocket fees and expenses of counsel and financial advisors, as applicable, to Deerfield and the trustee and collateral agent for existing Second Lien Notes through the effective date of the Plan under the Plan pursuant to Bankruptcy Rule 9019 and/or Bankruptcy Code sections [1123, 1129(a)(4), and/or 506] and/or applicable reimbursement agreements. Such payments shall be final and not subject to disgorgement, turnover, re-characterization or other similar claim.</li> <li>• Debtors will not settle disputes regarding the treatment of the existing First Lien Notes unless such settlement provides for a full release of the holders of the existing Second Lien Notes (as well as the trustee and collateral agent for the existing Second Lien Notes) from any and all claims (including, without limitation, for turnover of payments) by the settling holders of the existing First Lien Notes under the existing intercreditor agreement.</li> <li>• The Debtors shall use reasonable best efforts to cause the Plan and the related Confirmation Order to provide that treatment of First Lien Note claims under the Plan constitutes recovery of all amounts to which First Lien Noteholders are entitled and therefore, that First Lien Noteholders have no claims (including, without limitation, for turnover of payments) against the holders of the existing Second Lien Notes (or the trustee or the collateral agent for the existing Second Lien Notes) under the existing intercreditor agreement in any way arising from, relating to or as a result of the Debtors' restructuring (including, without limitation, of the First Lien Notes and Second Lien Notes), the Plan (including, without limitation, the treatment of the existing First Lien Notes or Second Lien Notes under the Plan or the making of distributions to the holders of the existing First Lien Notes or Second Lien Notes in accordance with the Plan), the distribution of property by the Debtors under the Plan, any related document or any order of</li> </ul>
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	<p>the Bankruptcy Court, or any other transaction, agreement, event, omission or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing (collectively, the “<u>Relevant Matters</u>”).<sup>1</sup></p> <ul style="list-style-type: none"><li>• The Second Lien Indenture shall be terminated and extinguished on the Effective Date; provided that the termination and cancellation of the Second Lien Indenture shall be subject to Article IV.F of the Plan (as it may be amended, supplemented or otherwise modified from time to time), and all provisions thereof relating to cancellation of the Second Lien Indenture, including, without limitation, provisions relating to indemnification by holders, distributions to holders, and the charging lien, shall be no less favorable to the Second Lien Indenture Trustee and holders of Second Lien Notes than the provisions thereof relating to cancellation of the Guaranteed Unsecured Notes Indentures or Legacy Unsecured Notes Indentures.</li><li>• Debtors shall provide notice to holders of Second Lien Notes of the amended Plan reflecting this settlement, in accordance with the Bankruptcy Code.</li></ul>
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<sup>1</sup> The Guaranteed Unsecured Notes Ad Hoc Group takes no position on the interpretation of the existing intercreditor agreement.

**Exhibit 5**

**Released Co-Defendants**

**Exhibit 5**

**List of Released Co-Defendants**

- AmerisourceBergen Drug Corporation
- Cardinal Health, Inc.
- CVS Pharmacy, Inc. / Caremark LLC
- Endo International plc
- Express Scripts, Inc.
- Henry Schein, Inc.
- Johnson & Johnson
- McKesson Corporation
- Mylan Inc.
- Teva Pharmaceutical USA, Inc.
- Walgreen Co.

**Exhibit 6**

**UCC Appendix**

## Exhibit 6 – Appendix

### Allocation of Recoveries to Holders of Class 6 Claims and Certain Class 7 Claims

#### Executive Summary

This appendix is intended to describe the methodology by which recoveries per the UCC Settlement are allocated to each sub-class of Allowed Class 6 Claims and Allowed Class 7 Claims that are assumed by the General Unsecured Claims Trust<sup>1</sup> (collectively, the “**Relevant Claims**”) under the Plan as determined by the UCC. The UCC’s Class 6 allocation of recoveries is an integral component of the UCC Settlement that materially increased the pool of consideration available to Holders of Relevant Claims. That consideration consists of (a) \$135 million in cash on the Effective Date (the “**Initial Cash Payment**”) plus (b) additional non-cash consideration to be monetized for which value is currently undetermined (the “**Other GUC Settlement Consideration**,” and together with the Initial Cash Payment, the “**General Unsecured Claims Trust Consideration**”), including certain litigation claims and the right to share in any future proceeds of certain priority review vouchers and other contingent value rights.<sup>2</sup> To resolve issues set forth in the UCC’s Supplemental Objection to the Disclosure Statement [Docket No. 2852], the allocation represents a compromise of the UCC’s objections to the distributions set forth in the June 8, 2021 version of the Plan [Docket No. 2916].

The allocation of recoveries to Holders of Relevant Claims is the product of a multi-step calculation process:

1. UCC Waterfall: The UCC’s professionals constructed a creditor recovery model (the “**UCC Waterfall**”) which valued assets and claims at, and estimated recoveries to creditors of, each Debtor entity and non-Debtor affiliate in accordance with the absolute priority rule and based on certain assumptions. Key assumptions underlying the UCC Waterfall are described below.<sup>3</sup>
2. Allocation Step 1: The UCC’s professionals calculated the potential recoveries to each sub-class of Holders of Relevant Claims at various estimates of General Unsecured Claims Trust Consideration by multiplying estimated General Unsecured

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<sup>1</sup> These Class 7 Claims assumed by the General Unsecured Claims Trust will consist of Claims initially classified as Class 7 Claims under the Plan that are ineligible for treatment as Class 7 Claims due to the applicable Holder having (i) voted to reject the Plan and/or (ii) declined to agree to Favorable Trade Terms.

<sup>2</sup> The UCC professionals believe that a range of \$180 to \$220 million is a reasonable estimate of aggregate General Unsecured Claims Trust Consideration based upon information available at the time the UCC Settlement was reached and includes assumptions about future events.

<sup>3</sup> While the estimated aggregate recoveries to Holders of Class 6 Claims per the UCC Waterfall (“**UCC Waterfall Recoveries**”) were used in the UCC’s mediation with the Debtors to inform the negotiation of the UCC Settlement, the UCC Waterfall Recoveries do not mirror recoveries to Holders of Class 6 Claims per the UCC Settlement. Such aggregate recoveries instead reflect a consensual, good faith, resolution and settlement of various controversies between the Debtors and the UCC as well as potential intercreditor controversies between and among the Class 6 sub-classes.

Claims Trust Consideration by each Class 6 sub-class's estimated recovery amount as determined by the UCC Waterfall as a percentage of UCC Waterfall Recoveries.

3. Allocation Step 2: The UCC allocation (the "**Allocation**") for distributing potential recoveries among Holders of Relevant Claims reasonably adjusts the calculations in Allocation Step 1 for timing and amounts of recoveries consistent with the overall GUC Settlement and as further described herein. The Allocation includes both (i) initial, fixed cash distributions or reserves<sup>4</sup> (the "**Initial Fixed Distributions**"), and (ii) additional distributions from proceeds to be realized from Other GUC Settlement Consideration (the "**Additional Distributions**"). The General Unsecured Claims Trust Consideration is comprised of the Initial Fixed Distributions and the Additional Distributions.

**Actual results presented herein may be materially different than the estimated results illustrated in Tables 1, 2, 4, 5, 6, 7 and 8 as the UCC Waterfall inputs will be adjusted to account for the reconciliation of claims, the monetization of Other GUC Settlement Consideration, and the incurrence of GUC Trust Expenses.**<sup>5</sup>

## UCC Waterfall

The UCC Waterfall<sup>6</sup> reflects hypothetical recoveries that would be received by each of the following Class 6 sub-classes on a Debtor-by-Debtor basis: (i) Class 6(a) – Acthar Claims; (ii) Class 6(b) – Generics Price Fixing Claims; (iii) Class 6(c) – Asbestos Claims; (iv) Class 6(d) – Legacy Unsecured Notes Claims; (v) Class 6(e) – Environmental Claims and Class 6(f) – Other General Unsecured Claims;<sup>7</sup> and (vi) Class 6(g) – 4.75% Unsecured Notes Claims. *See* Plan at Art. III.B.6. The UCC has informed the Debtors that the UCC Waterfall is premised upon the following assumptions, among many others, to estimate recoveries to creditors:<sup>8</sup>

- Total enterprise value of \$5.7 billion, calculated as the average of the midpoints of the different valuations asserted by the Debtors<sup>9</sup> and the UCC.

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<sup>4</sup> The Initial Fixed Distributions equal the Initial Cash Payment less \$10 million to be held in reserve for administration expenses of the General Unsecured Claims Trust.

<sup>5</sup> It is currently expected (and assumed for purposes of this Allocation) that GUC Trust Expenses are \$10 million.

<sup>6</sup> For the avoidance of doubt, the UCC Waterfall and the allocation methodology described herein is solely the work product of the UCC professionals.

<sup>7</sup> For the purposes of the UCC Waterfall and Allocation, Classes 6(e) and 6(f) are illustrated as a single group of creditors at each Debtor entity (as applicable). Distributions to individual claimants with Allowed Claims in Class 6(e), Class 6(f), and Class 7 that are assumed by the General Unsecured Claims Trust will be calculated pro rata on an entity-by-entity basis, as further described below.

<sup>8</sup> The following is not intended to be an exhaustive list of the assumptions underlying the UCC Waterfall.

<sup>9</sup> To maintain consistency between the valuations asserted by the Debtors and the UCC, the Debtors' valuation was reduced by the UCC professionals to account for the estimated value of CARES Act tax refund receivables.

- The allocation of total enterprise value, and other assets not included in total enterprise value (such as cash on hand), on an entity-by-entity basis.
- Treatment of funded debt claims upon consideration of underlying credit documents, and allocation of such claims on an entity-by-entity basis.
- A good faith estimation of claims, including contingent claims, on an entity-by-entity basis.<sup>10</sup>
- The satisfaction of unsecured claims, after full satisfaction of all secured claims, on an entity-by-entity basis.
- Exclusion of CMS and opioid settlements (*i.e.*, the settlements are not given effect).

Table 1 below illustrates estimated recoveries to Holders of Class 6 Claims per the UCC Waterfall:

*Table 1*

<b>Sub-class</b>	<b>Est. Share of Aggregate Class 6 Entitlements</b>
6(a) – Acthar Claims	29.0%
6(b) – Generics Price Fixing Claims	6.0%
6(c) – Asbestos Claims	1.9%
6(d) – Legacy Unsecured Notes Claims	5.4%
6(e) – Environmental Claims and 6(f) – Other General Unsecured Claims	29.2%
6(g) – 4.75% Unsecured Notes Claims	28.5%
<b>Total</b>	<b>100.0%</b>

### **Allocation Step 1**

Applying the estimated recoveries in the table above, the UCC professionals calculated the first step in the allocation process using various estimates of General Unsecured Claims Trust Consideration less GUC Trust Expenses (“Net Consideration”), as illustrated in Table 2 below:

*Table 2*

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<sup>10</sup> The estimation of claims in the UCC Waterfall in no way implies or concedes the validity, amount or priority of such claims.

Sub-class	Est. Share of Aggregate Class 6 Entitlements		@ Net Consideration (\$ millions)		
	@ Net Consideration ≤ 282 <sup>11</sup> (per Table 1)	@ Net Consideration = 300 <sup>12</sup>	125	200	300
6(a) – Acthar Claims	29.0%	29.1%	36.2	58.0	87.3
6(b) – Generics Price Fixing Claims	6.0%	6.0%	7.5	11.9	17.9
6(c) – Asbestos Claims	1.9%	1.9%	2.4	3.8	5.8
6(d) – Legacy Unsecured Notes Claims	5.4%	5.1%	6.8	10.9	15.3
6(e) – Environmental Claims and 6(f) – Other General Unsecured Claims	29.2%	29.3%	36.5	58.4	87.9
6(g) – 4.75% Unsecured Notes Claims	28.5%	28.6%	35.6	57.0	85.8
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>125.0</b>	<b>200.0</b>	<b>300.0</b>

The percentages set forth for each sub-class in the applicable column under the heading “Est. Share of Aggregate Class 6 Entitlements” are referred to herein as the “**Class 6 Entitlements**”.

### Allocation Step 2

The UCC adjusted the allocation of recovery amounts for each Class 6 sub-class under Allocation Step 1 (the “**Recovery Adjustments**”) to fairly, reasonably, and equitably account for various settlements embodied in the UCC Settlement that compromise a myriad of (i) disputes between the Debtors and Holders of Class 6 Claims and (ii) actual and potential intercreditor controversies between and among the Class 6 sub-classes. Among other factors, the UCC considered the extent to which:

- General Unsecured Claims Trust Consideration will exceed the Initial Cash Payment.
- Claims in each sub-class are contingent, unliquidated and/or disputed.
- Contingent, unliquidated claims in certain sub-classes face the risk of complete or partial disallowance.

Allocation Step 1, coupled with the Recovery Adjustments, yield the Initial Fixed Distributions and the Additional Distributions described below.

Initial Fixed Distributions: Table 3 below illustrates the Initial Fixed Distributions:

### Table 3

<sup>11</sup> Once Net Consideration exceeds approximately \$282 million, pursuant to the UCC Waterfall, the Legacy Unsecured Notes’ Class 6 Entitlement, when multiplied by Net Consideration, would provide a recovery in excess of the Legacy Unsecured Notes Claims. As a result, the excess would be reallocated among the other sub-classes.

<sup>12</sup> At \$300 million of Net Consideration, approximately \$1.0 million available to Legacy Unsecured Notes in excess of the Legacy Unsecured Notes Claims is reallocated among the other sub-classes.

<b>Sub-class</b>	<b>Initial Fixed Distributions (\$ millions)</b>
6(a) – Acthar Claims	7.5
6(b) – Generics Price Fixing Claims	8.0
6(c) – Asbestos Claims	18.0
6(d) – Legacy Unsecured Notes Claims	10.9
6(e) – Environmental Claims and 6(f) – Other General Unsecured Claims	23.6
6(g) – 4.75% Unsecured Notes Claims	57.0
<b>Total</b>	<b>125.0</b>

The Initial Fixed Distributions will be paid to Holders of Generics Price Fixing Claims, Asbestos Claims, Legacy Unsecured Notes Claims, and 4.75% Unsecured Notes Claims. While the Initial Fixed Distributions for Holders of Acthar Claims and Environmental Claims / Other General Unsecured Claims are initially being held in reserve, such amounts shall be paid as long as the reconciled amounts of Acthar Claims and Environmental Claims / Other General Unsecured Claims equal or exceed \$7.5 million and \$23.6 million, respectively.

Additional Distributions: The Additional Distributions to Holders of Class 6 Claims shall be made to the following sub-classes (the “Entitled Sub-Classes”): (i) Acthar Claims (Class 6(a)); (ii) Legacy Unsecured Notes Claims (Class 6(d)); (iii) Environmental Claims (Class 6(e)); (iv) Other General Unsecured Claims (Class 6(f)); and (v) 4.75% Unsecured Notes Claims (Class 6(g)), and are summarized as follows:

- Holders of 4.75% Unsecured Notes Claims would be entitled to Additional Distributions when their Class 6 Entitlement (subject to UCC Waterfall adjustments) multiplied by Net Consideration exceeds their Initial Fixed Distribution of \$57.0 million.
- Holders of Legacy Unsecured Notes Claims would be entitled to Additional Distributions when their Class 6 Entitlement (subject to UCC Waterfall adjustments) multiplied by Net Consideration exceeds their Initial Fixed Distribution of \$10.9 million.
- Holders of Acthar Claims would be entitled to Additional Distributions when their Class 6 Entitlement (subject to UCC Waterfall adjustments) multiplied by Net Consideration exceeds their Initial Fixed Distribution of \$7.5 million.
- Holders of Environmental Claims / Other General Unsecured Claims would be entitled to Additional Distributions when their Class 6 Entitlement (subject to UCC Waterfall adjustments) multiplied by Net Consideration exceeds their Initial Fixed Distribution of \$23.6 million.
- Holders of Asbestos Claims and Generics Price-Fixing Claims are not entitled to Additional Distributions and will instead receive only their pro rata share of their respective Initial Fixed Distributions.

Specifically, Additional Distributions are calculated as follows for any Entitled Sub-Class: (i)(A)(I) the Class 6 Entitlement for that Entitled Sub-Class divided by (II) the sum of the Class 6 Entitlements for all Entitled Sub-Classes (at the applicable amount of Net Consideration), multiplied by (B) the aggregate Net Consideration less Initial Fixed Distributions made to all non-Entitled Sub-Classes (at the applicable amount of Net Consideration) less (ii) the Initial Fixed Distribution (and all prior Additional Distributions) made to that Entitled Sub-Class.

Example: Assuming Net Consideration of \$200 million, Acthar Claims would be entitled to Additional Distributions of approximately \$45.4 million calculated as follows:

(i)(A)(I) 29.0% [Table 2] divided by (II) 58.2% (i.e., 29.0% + 29.2%) [Table 2] multiplied by (B) \$106.1 million (\$200 million [Table 2] less \$93.9 million (\$8.0 million + \$18.0 million + 10.9 million + 57.0 million) [Table 3]) less (ii) \$7.5 million [Table 3].

Estimated recoveries to each sub-class based on the Allocation (i.e., Initial Fixed Distributions plus cumulative Additional Distributions) at various estimates of Net Consideration are illustrated within Table 4 below:

Table 4

Estimated Recoveries per Allocation (\$ millions)					
Sub-class	@ Net Consideration (\$ millions)				
	125	150	200	250	300
6(a) – Acthar Claims	7.5	28.0	52.9	70.5	86.6
6(b) – Generics Price Fixing Claims	8.0	8.0	8.0	8.0	8.0
6(c) – Asbestos Claims	18.0	18.0	18.0	18.0	18.0
6(d) – Legacy Unsecured Notes Claims	10.9	10.9	10.9	13.2	15.2
6(e) – Environmental Claims and 6(f) – Other General Unsecured Claims	23.6	28.2	53.3	71.0	87.2
6(g) – 4.75% Unsecured Notes Claims	57.0	57.0	57.0	69.3	85.1
<b>Total</b>	<b>125.0</b>	<b>150.0</b>	<b>200.0</b>	<b>250.0</b>	<b>300.0</b>

Additional Distributions are subject to material change as the UCC Waterfall inputs will be adjusted to account for the reconciliation of claims, the monetization of Other GUC Settlement Consideration, and the incurrence of GUC Trust Expenses. Thus, actual recoveries to Holders of Class 6 Claims within the Entitled Sub-Classes may be materially different than the estimated recoveries illustrated in Table 4 above.

#### **Allocation to Holders of Class 6(e) Claims, Class 6(f) Claims, and Class 7 Claims Assumed by the General Unsecured Claims Trust**

Distributions to individual claimants with Allowed Claims in Class 6(e), Class 6(f), and Class 7 that are assumed by the General Unsecured Claims Trust (collectively, the “Other Claims”) will be calculated pro rata on an entity-by-entity basis, pursuant to the UCC Waterfall and Allocation. Estimated recovery percentages to Other Claims on an entity-by-entity basis are illustrated in Table 5 below at various estimates of Net Consideration.

Table 5

<b>Estimated Recoveries to Other Claims (%)</b>					
<b>Entity</b>	<b>@ Net Consideration (\$ millions)</b>				
	<b>125</b>	<b>150</b>	<b>200</b>	<b>250</b>	<b>300</b>
Mallinckrodt APAP LLC	28.7%	34.2%	64.6%	86.2%	100.0%
Mallinckrodt Holdings GmbH	28.7%	34.2%	64.6%	86.2%	100.0%
Mallinckrodt Pharmaceuticals Limited	28.7%	34.2%	64.6%	86.2%	100.0%
Mallinckrodt Quincy Sarl	28.7%	34.2%	64.6%	86.2%	100.0%
Mallinckrodt Pharmaceuticals Ireland Limited	28.7%	34.2%	64.6%	86.2%	100.0%
Mallinckrodt Lux IP Sarl	28.7%	34.2%	64.6%	86.2%	100.0%
MEH, Inc.	28.7%	34.2%	64.6%	86.2%	100.0%
Mallinckrodt Hospital Products Inc.	28.7%	34.2%	64.6%	86.2%	100.0%
Mallinckrodt Manufacturing LLC	28.7%	34.2%	64.6%	86.2%	100.0%
Stratatech Corporation	28.7%	34.2%	64.6%	86.2%	100.0%
Therakos, Inc.	28.7%	34.2%	64.6%	86.2%	100.0%
ST Shared Services LLC	28.7%	34.2%	64.6%	86.2%	100.0%
Mallinckrodt Group Sarl	28.7%	34.2%	64.6%	86.2%	100.0%
Mallinckrodt International Finance SA	16.6%	19.8%	37.5%	50.0%	77.4%
INO Therapeutics LLC	8.3%	9.9%	18.8%	25.0%	38.8%
Mallinckrodt US Holdings LLC	7.1%	8.5%	16.1%	21.5%	33.2%
Mallinckrodt Veterinary, Inc.	1.8%	2.2%	4.1%	5.5%	8.5%
Mallinckrodt ARD LLC	1.4%	1.7%	3.2%	4.3%	6.7%
SpecGx LLC	1.1%	1.3%	2.4%	3.2%	4.9%
Mallinckrodt Canada ULC	0.6%	0.8%	1.5%	1.9%	3.0%
Mallinckrodt LLC	0.2%	0.3%	0.5%	0.7%	1.1%
Mallinckrodt plc	0.2%	0.3%	0.5%	0.7%	1.0%
Ocera Therapeutics, Inc.	0.0%	0.0%	0.0%	0.0%	0.0%

Table 5 is based upon estimates of potential claims and may not include a recovery percentage at every Debtor entity where Holders of Other Claims may have such claims Allowed. The absence of a particular Debtor entity from Table 5 does not indicate that a Holder of an Other Claim at such an entity will not receive a recovery. Rather, a Holder of an Other Claim at an absent Debtor entity will receive the recovery that it is entitled to pursuant to the Allocation.

### **Impact of Sensitizing Acthar Claims**

As the Acthar Claims will be reconciled after the Effective Date,<sup>13</sup> Tables 6, 7 and 8 below illustrate the impact that sensitizing Acthar Claims within the UCC Waterfall would have on estimated recoveries to Holders of Class 6 Claims, assuming Net Consideration of \$125 million, \$200 million, and \$300 million.

<sup>13</sup> Solely for the purpose of calculating the Allocation, and given their separate treatment under the UCC Settlement, the amounts of the Asbestos Claims and the Generics Price Fixing Claims have been fixed. Reconciliation of the Asbestos Claims and Generics Price Fixing Claims for pro rata distribution purposes will occur through separate processes as detailed in the UCC Settlement.

Table 6

<b>Estimated Recoveries per Allocation (\$ millions) @ Net Consideration = 125</b>									
	<b>Estimated Acthar Claims (\$ millions)</b>								
<b>Sub-class</b>	<b>0</b>	<b>500</b>	<b>1,000</b>	<b>1,500</b>	<b>2,000</b>	<b>2,500</b>	<b>3,000</b>	<b>3,500</b>	<b>4,000</b>
6(a) – Acthar Claims	0.0	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5
6(b) – Generics Price Fixing Claims	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
6(c) – Asbestos Claims	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
6(d) – Legacy Unsecured Notes Claims	10.9	10.9	10.9	10.9	10.9	10.9	10.9	10.9	10.9
6(e) – Environmental Claims and 6(f) – Other General Unsecured Claims	31.1	23.6	23.6	23.6	23.6	23.6	23.6	23.6	23.6
6(g) – 4.75% Unsecured Notes Claims	57.0	57.0	57.0	57.0	57.0	57.0	57.0	57.0	57.0
<b>Total</b>	<b>125.0</b>	<b>125.0</b>	<b>125.0</b>	<b>125.0</b>	<b>125.0</b>	<b>125.0</b>	<b>125.0</b>	<b>125.0</b>	<b>125.0</b>

Table 7

<b>Estimated Recoveries per Allocation (\$ millions) @ Net Consideration = 200</b>									
	<b>Estimated Acthar Claims (\$ millions)</b>								
<b>Sub-class</b>	<b>0</b>	<b>500</b>	<b>1,000</b>	<b>1,500</b>	<b>2,000</b>	<b>2,500</b>	<b>3,000</b>	<b>3,500</b>	<b>4,000</b>
6(a) – Acthar Claims	0.0	36.9	48.8	53.5	56.5	58.6	60.2	61.6	62.7
6(b) – Generics Price Fixing Claims	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
6(c) – Asbestos Claims	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
6(d) – Legacy Unsecured Notes Claims	14.8	11.7	10.9	10.9	10.9	10.9	10.9	10.9	10.9
6(e) – Environmental Claims and 6(f) – Other General Unsecured Claims	80.1	63.3	57.4	52.6	49.7	47.5	45.9	44.6	43.5
6(g) – 4.75% Unsecured Notes Claims	79.1	62.1	57.0	57.0	57.0	57.0	57.0	57.0	57.0
<b>Total</b>	<b>200.0</b>	<b>200.0</b>	<b>200.0</b>	<b>200.0</b>	<b>200.0</b>	<b>200.0</b>	<b>200.0</b>	<b>200.0</b>	<b>200.0</b>

Table 8

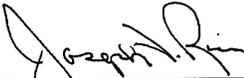
<b>Estimated Recoveries per Allocation (\$ millions) @ Net Consideration = 300</b>									
	<b>Estimated Acthar Claims (\$ millions)</b>								
<b>Sub-class</b>	<b>0</b>	<b>500</b>	<b>1,000</b>	<b>1,500</b>	<b>2,000</b>	<b>2,500</b>	<b>3,000</b>	<b>3,500</b>	<b>4,000</b>
6(a) – Acthar Claims	0.0	58.8	77.8	88.0	94.7	99.6	103.6	106.9	109.8
6(b) – Generics Price Fixing Claims	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
6(c) – Asbestos Claims	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
6(d) – Legacy Unsecured Notes Claims	15.3	15.3	15.3	15.2	15.1	15.0	14.7	14.4	14.2
6(e) – Environmental Claims and 6(f) – Other General Unsecured Claims	130.2	100.9	91.5	86.5	83.2	80.8	78.9	77.4	76.1
6(g) – 4.75% Unsecured Notes Claims	128.5	99.0	89.4	84.4	81.0	78.6	76.8	75.2	73.9
<b>Total</b>	<b>300.0</b>	<b>300.0</b>	<b>300.0</b>	<b>300.0</b>	<b>300.0</b>	<b>300.0</b>	<b>300.0</b>	<b>300.0</b>	<b>300.0</b>

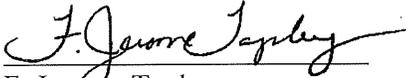
**Exhibit 7**

**PEC/MSGE Mallinckrodt Fee Allocation Agreement**

**PEC/MSGE Mallinckrodt Fee Allocation Agreement**

1. This agreement applies to the Mallinckrodt bankruptcy.
2. With respect to the Mallinckrodt bankruptcy, one singular “all attorneys’ fees” fund shall be deposited (as the funds are received) into an interest-bearing account to cover all attorneys’ fees for any lawyer involved in opioid litigation on behalf of cities, counties, and/or tribes. The fund is separate from the MDL Common Benefit Fund and does NOT cover fees for lawyers related to representing state Attorneys General, hospitals, third party payers, NAS babies, and/or personal injury/wrongful death claimants, or any other entity except cities, counties, and/or tribes, as payment of fees for those engagements will be subject to a different procedure and/or the claims are not covered by this agreement. Participation in the fund does not preclude applicants from participating in the MDL Common Benefit Fund or any fee funds or “backstops” established in state specific MOU’s or agreements.
3. Amounts distributed under this Plan shall not be subject to any future or other common fund, common benefit, or other assessments with respect to amounts distributed pursuant to the Plan or payments to attorneys in respect thereof. The process, factors, and mechanism for distribution of fees from the fee fund shall be mutually agreed upon by the PEC and MSGE on or before January 1, 2023. If the parties are unable to agree the issue shall be presented to an agreed-upon neutral who shall determine the process, factors and mechanism for distribution of the fees.

  
\_\_\_\_\_  
Joseph Rice  
Motley Rice, LLC  
(PEC Co-Lead)

  
\_\_\_\_\_  
F. Jerome Tapley  
Cory Watson, P.C.  
(MSGE)