

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

**SCHEDULE TO
(RULE 14D-100)**

**Tender Offer Statement Pursuant to Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934
(Amendment No. 1)**

CADENCE PHARMACEUTICALS, INC.
(Name of Subject Company)

MADISON MERGER SUB, INC.
(Offeror)

MALLINCKRODT PUBLIC LIMITED COMPANY
(Parent of Offeror)
(Names of Filing Persons)

COMMON STOCK, \$0.0001 PAR VALUE
(Title of Class of Securities)

12738T100
(CUSIP Number of Class of Securities)

Peter G. Edwards, Esq.
Senior Vice President and General Counsel
675 James S. McDonnell Blvd.
Hazelwood, Missouri 63042
United States
(314) 654-2000

(Name, address and telephone number of person authorized to receive notices and communications on behalf of filing persons)

with copies to:

Adam O. Emmerich, Esq.
Benjamin M. Roth, Esq.
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
(212) 403-1000

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
\$1,344,572,479	\$173,181

* Estimated for purposes of calculating the filing fee only. The transaction valuation was calculated by adding the sum of (i) 89,183,960 shares of common stock, par value \$0.0001 per share (the "Shares"), of Cadence Pharmaceuticals, Inc. ("Cadence") outstanding multiplied by the offer price of \$14.00 per share, (ii) 1,203,000 Shares subject to unvested restricted stock units multiplied by the offer price of \$14.00 per share, (iii) 10,316,980 Shares issuable pursuant to outstanding options with an exercise price less than the offer price of \$14.00 per share, multiplied by \$7.58, which is the offer price of \$14.00 per share minus the weighted average exercise price for such options of \$6.42 per share and (iv) 137,620 Shares issuable pursuant to outstanding warrants, multiplied by \$6.92, which is the offer price of \$14.00 per share minus the weighted average exercise price for such warrants of \$7.08 per share. The calculation of the filing fee is based on information provided by Cadence as of February 17, 2014.

** The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory No. 1 for Fiscal Year 2014, issued August 30, 2013, by multiplying the Transaction Valuation by 0.00012880.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$173,181

Form or Registration No.: Schedule TO

Filing Party: Madison Merger Sub, Inc. and Mallinckrodt plc

Date Filed: February 19, 2014

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

This Amendment No. 1 (this “Amendment”) amends and supplements the Tender Offer Statement on Schedule TO filed by Mallinckrodt plc, an Irish public limited company (“Parent”), and Madison Merger Sub, Inc., a Delaware corporation (“Purchaser”) and a wholly owned indirect subsidiary of Parent, with the Securities and Exchange Commission on February 19, 2014 (together with any subsequent amendments and supplements thereto, the “Schedule TO”). The Schedule TO relates to the tender offer by Purchaser for all of the outstanding shares of common stock, par value \$0.0001 per share (“Shares”), of Cadence Pharmaceuticals, Inc., a Delaware corporation (“Cadence”), at a price of \$14.00 per share, net to the seller in cash, without interest thereon and less any applicable withholding taxes, upon the terms and conditions set forth in the offer to purchase dated February 19, 2014 (the “Offer to Purchase”), a copy of which is attached as Exhibit (a)(1)(A), and in the related letter of transmittal (the “Letter of Transmittal”), a copy of which is attached as Exhibit (a)(1)(B), which, as each may be amended or supplemented from time to time, collectively constitute the “Offer.”

All the information set forth in the Offer to Purchase, including Schedule I thereto, is incorporated by reference herein in response to Items 1 through 9 and Item 11 of the Schedule TO, and is supplemented by the information specifically provided in this Amendment.

Items 6 and 7. *Purposes of the Transaction and Plans or Proposals; and Source and Amount of Funds or Other Consideration.*

Regulation M-A Items 1006 and 1007

The Offer to Purchase and Items 6 and 7 of the Schedule TO are hereby amended and supplemented as follows:

Section 9 of the Offer to Purchase entitled “Source and Amount of Funds” is hereby amended and supplemented by deleting the first paragraph under the subsection entitled “Debt Financing” and replacing it with the following:

“Parent has received a commitment letter, dated as of February 10, 2014 (as amended, supplemented or otherwise modified from time to time, the “Debt Commitment Letter”), from Deutsche Bank AG New York Branch (the “DBNY”) and Deutsche Bank Securities Inc. (“DBSI” and, together with DBNY, the “Agents”) pursuant to which DBNY made loan commitments for the purpose of financing a portion of the funds required to complete the Offer and the Merger and the refinancing of certain indebtedness of Parent and Cadence (such commitments, the “Debt Financing”). Parent’s cash on hand, together with the proceeds of the Debt Financing, will be sufficient to fund the Offer, the Merger, the refinancing of the indebtedness of Parent and Cadence described below, and costs and expenses related to the foregoing.

Parent also entered into an agreement, dated as of February 20, 2014 (the “Joinder Agreement”), with each of Barclays Bank PLC (“Barclays”), Citigroup Global Markets Inc. (“CGMI”), Wells Fargo Bank, National Association (“WF Bank” and, together with Barclays, CGMI and DBNY, the “Debt Financing Sources”) and Wells Fargo Securities LLC (“WF Securities”). Pursuant to the Joinder Agreement, Parent appointed each of Barclays, CGMI and WF Securities to act (and each of such entities agreed to act), together with DBSI, as a joint lead arranger for the Debt Financing.

Barclays, CGMI and WF Bank each committed to provide on a several, but not joint, basis the amount of each of the Debt Financing facilities as set forth on Annex A to the Joinder Agreement, in each case upon the terms and subject only to the conditions set forth in the Debt Commitment Letter. DBNY was released from its commitment to lend each of the Debt Financing facilities by the aggregate amount of such new commitments.”

Section 9 of the Offer to Purchase entitled “Source and Amount of Funds” is hereby amended and supplemented by replacing the words “Debt Financing Source has” in the first sentence of the second paragraph under the heading “Debt Financing” with the words “Debt Financing Sources have”, and replacing the words “Debt Financing Source” in the first sentence of the fourth paragraph under the heading “Debt Financing” with the words “Debt Financing Sources”.

Section 9 of the Offer to Purchase entitled “Source and Amount of Funds” is hereby amended and supplemented by deleting the final paragraph of such Section and replacing it with the following:

“The foregoing summary of certain provisions of the Debt Commitment Letter and the Joinder Agreement and all other provisions of the Debt Commitment Letter and the Joinder Agreement discussed herein are qualified by reference to the full text of the Debt Commitment Letter and the Joinder Agreement, copies of which are filed as Exhibit (b)(1) and Exhibit (b)(2), respectively, to the Schedule TO and incorporated herein by reference.”

Item 11. Additional Information.

Regulation M-A Item 1011

The Offer to Purchase and Item 11 of the Schedule TO are hereby amended and supplemented by deleting the last four paragraphs of Section 16 of the Offer to Purchase entitled “Certain Legal Matters; Regulatory Approvals” and replacing such paragraphs with the following:

“*Certain Litigation.* Following the announcement of the execution of the Merger Agreement, six purported stockholder class actions were filed challenging the transaction. Five of the actions were filed in the Court of Chancery of the State of Delaware (the “Delaware Actions”): *Wolfson v. Cadence Pharmaceuticals, Inc.*, et al., No. 9341 (filed February 12, 2014); *Goode v. Garner*, at al., No. 9361 (filed February 18, 2014); *Bushansky v. Cadence Pharmaceuticals Inc.*, at al., No. 9365 (filed February 19, 2014); *Bokol v. Cadence Pharmaceuticals Inc.*, et al., No. 9367 (filed February 19, 2014); and *Elvir v. Cadence Pharmaceuticals Inc.*, et al., No. 9370 (filed February 19, 2014). A sixth action was filed in the Superior Court of the State of California, San Diego County (the “California Action”): *Denny v. Cadence Pharmaceuticals, Inc.*, et al., No. 37-2014-00002579-CU-BT-CTL (filed February 13, 2014).

The Delaware and California Actions are substantially identical. All the complaints bring claims against, and allege that, the directors of Cadence breached their fiduciary duties by agreeing to a transaction that purportedly undervalues Cadence. Among other things, plaintiffs allege that the members of the Cadence board failed to maximize the value of Cadence to its public stockholders; negotiated a transaction in their best interests to the detriment of the Cadence public stockholders; and agreed to supposedly preclusive deal-protection measures that unfairly deter competitive offers. All the complaints other than *Bushansky* further allege that Parent and/or Purchaser and/or Cadence aided and abetted these purported breaches of fiduciary duty. The California Action also names 25 John Doe defendants.

The Delaware and California Actions seek, among other things, (i) an order enjoining the proposed Offer and/or Merger; (ii) rescission of the transaction, to the extent already implemented, or alternatively rescissory damages; and (iii) attorneys’ fees and costs.”

Item 12. Exhibits.

Regulation M-A Item 1016

Item 12 of the Schedule TO is hereby amended and supplemented by adding the following exhibit:

<u>Exhibit No.</u>	<u>Description</u>
(b)(2)	Joinder Agreement to Debt Commitment Letter, from Barclays Bank PLC, Citigroup Global Markets Inc., Wells Fargo Bank, National Association and Wells Fargo Securities LLC to Mallinckrodt plc, Deutsche Bank AG New York Branch and Deutsche Bank Securities Inc., dated as of February 20, 2014.

SIGNATURES

After due inquiry and to the best of their knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: February 20, 2014

MADISON MERGER SUB, INC.

By: /s/ Kathleen A. Schaefer
Name: Kathleen A. Schaefer
Title: President

MALLINCKRODT PUBLIC LIMITED COMPANY

By: /s/ Peter G. Edwards
Name: Peter G. Edwards
Title: Senior Vice President and General Counsel

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
(a)(1)(A)	Offer to Purchase, dated February 19, 2014.*
(a)(1)(B)	Letter of Transmittal.*
(a)(1)(C)	Notice of Guaranteed Delivery.*
(a)(1)(D)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(F)	Joint Press Release issued by Mallinckrodt plc and Cadence Pharmaceuticals, Inc. on February 11, 2014 (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K filed by Mallinckrodt plc with the Securities and Exchange Commission on February 11, 2014).
(a)(1)(G)	Presentation of Mallinckrodt plc — Acquisition of Cadence Pharmaceuticals, Inc., dated February 11, 2014 (incorporated by reference to Exhibit 99.3 to the Current Report on Form 8-K filed by Mallinckrodt plc with the Securities and Exchange Commission on February 11, 2014).
(a)(1)(H)	Transcript of Mallinckrodt Conference Call dated February 11, 2014 (incorporated by reference to Exhibit 99.1 to the Schedule TO-C filed by Mallinckrodt plc with the Securities and Exchange Commission on February 11, 2014).
(a)(1)(I)	Excerpts from Transcript of Leerink Swann Global Healthcare Conference, dated February 13, 2014 (incorporated by reference to Exhibit 99.1 to the Schedule TO-C filed by Mallinckrodt plc with the Securities and Exchange Commission on February 14, 2014).
(a)(1)(J)	Summary Advertisement as published in the <i>New York Times</i> on February 19, 2014.*
(b)(1)	Debt Commitment Letter, dated as of February 10, 2014, among Deutsche Bank AG New York Branch, Deutsche Bank AG Cayman Islands Branch, Deutsche Bank Securities Inc. and Mallinckrodt plc.*
(b)(2)	Joinder Agreement to Debt Commitment Letter, from Barclays Bank PLC, Citigroup Global Markets Inc., Wells Fargo Bank, National Association and Wells Fargo Securities LLC to Mallinckrodt plc, Deutsche Bank AG New York Branch and Deutsche Bank Securities Inc., dated as of February 20, 2014.
(d)(1)	Agreement and Plan of Merger, dated as of February 10, 2014, by and among Mallinckrodt plc, Madison Merger Sub, Inc. and Cadence Pharmaceuticals, Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Mallinckrodt plc with the Securities and Exchange Commission on February 11, 2014).
(d)(2)	Tender and Support Agreement, dated as of February 10, 2014, by and among Mallinckrodt plc, Madison Merger Sub, Inc. and each of the persons set forth on Schedule A thereto (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed by Mallinckrodt plc with the Securities and Exchange Commission on February 11, 2014).
(g)	None.
(h)	None.

* Previously filed.

DEUTSCHE BANK AG NEW YORK BRANCH
DEUTSCHE BANK SECURITIES INC.
60 Wall Street
New York, New York 10005

February 20, 2014

BARCLAYS
745 Seventh Avenue
New York, New York 10019

CITIGROUP GLOBAL MARKETS INC.
390 Greenwich Street
New York, New York 10013

WELLS FARGO BANK, NATIONAL ASSOCIATION
WELLS FARGO SECURITIES, LLC
550 South Tryon Street
Charlotte, North Carolina 28202

Mallinckrodt plc
675 McDonnell Blvd.
Hazelwood, MO 63042
Attention: John Einwalter, Vice President, Treasurer

Project Coolidge
Joinder to Commitment Letter

Ladies and Gentlemen:

In this joinder agreement (this "Joinder Agreement"), reference is hereby made to the Commitment Letter, dated as of February 10, 2014 (the "Commitment Letter"), by and among Deutsche Bank AG New York Branch ("DBNY"), Deutsche Bank Securities Inc. ("DBSI"), and together with DBNY, ("DB") and Mallinckrodt plc, a public limited company incorporated in Ireland (the "Company" or "you").

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Commitment Letter.

1. Additional Agents. As contemplated by Section 2 of the Commitment Letter, the parties hereto agree (a) to allocate 60.0% of the total commitments with respect to each of the Senior Secured Credit Facilities to Barclays Bank PLC ("Barclays"), Citigroup Global Markets Inc. ("CGMI"), on behalf of Citi (as defined below) and Wells Fargo Bank, National Association ("WF Bank"), (b) that the corresponding commitments with respect to each of the Senior Secured Credit Facilities of DBNY are hereby reduced on a ratable basis as set forth on Annex A to this Joinder Agreement (under the column entitled "Revised Committed Percentage"), and the parties hereto agree that the commitments of each

of the Initial Lenders after giving effect to this Joinder Agreement are as set forth on Annex A (under the column entitled “Revised Commitment Percentage”) and (c) to appoint each of Barclays, CGMI, WF Bank and Wells Fargo Securities, LLC (“WF Securities”) and Barclays, CGMI, WF Bank and WF Securities each hereby agrees to act, as Additional Agents (each an “Additional Agent” and, collectively, the “Additional Agents”).

For purposes of this Joinder Agreement, (x) each of Barclays, CGMI and WF Bank shall be referred to herein as an “Additional Commitment Party”, (y) each of Barclays, CGMI and WF Securities shall be referred to herein as an “Additional Arranger” and (z) “Citi” shall mean CGMI, Citibank, N.A., Citigroup North America, Inc. and/or any of their affiliates as may be appropriate to consummate the transactions contemplated hereby.

2. Agreement of Additional Agents to Be Bound; Titles; Etc. By execution hereof, the parties hereto agree that (a) Barclays hereby commits, upon the terms and conditions set forth in the Commitment Letter, to provide 20.0% of the entire principal amount of each of the Senior Secured Credit Facilities on a several, and not joint, basis, (b) Citi hereby commits, upon the terms and conditions set forth in the Commitment Letter, to provide 20.0% of the entire principal amount of each of the Senior Secured Credit Facilities on a several, and not joint, basis, (c) WF Bank hereby commits, upon the terms and conditions set forth in the Commitment Letter, to provide 20.0% of the entire principal amount of each of the Senior Secured Credit Facilities on a several, and not joint, basis and (d) each Additional Agent agrees to be and shall be bound by the terms and conditions, subject to all commitments and obligations, and entitled to all of the benefits of the “Initial Lender” (in the case of each Additional Commitment Party), the “Lead Arranger” (in the case of each Additional Arranger), a “Lender” (in the case of each Additional Commitment Party), an “Agent” (in the case of each Additional Agent) and an “Additional Agent” (in the case of each Additional Agent), in each case under the Commitment Letter as if each Additional Agent were originally a party thereto. Each Additional Arranger or their respective designated affiliates shall act as a joint lead arranger and joint bookrunner for the Senior Secured Credit Facilities.

For the avoidance of doubt, each reference to (1) “the Lead Arranger” or to DBSI or DB acting in such capacity (including references to “we”, “us” or “our” in the appropriate context) in the Commitment Letter shall be deemed to be references to “the Lead Arrangers”, including the Additional Arrangers (provided that, notwithstanding the foregoing, any reference in the Term Sheets to any matter that is subject to the agreement, consent, discretion or good faith belief of “the Lead Arranger” shall be deemed to be a reference to the agreement, consent, discretion or good faith belief (as applicable) of the “Administrative Agent”), (2) “the Initial Lender” or “Lender” or to DBNY or DB acting in such capacity (including references to “we”, “us” or “our” in the appropriate context) in the Commitment Letter shall be deemed to be references to “the Initial Lenders” or the “Lenders”, in each case, including the Additional Commitment Parties and (3) references to an “Agent”, an “Additional Agent” or to DBNY, DBSI or DB acting in any such capacity (including references to “we”, “us” or “our” in the appropriate context) in the Commitment Letter shall be deemed to include the Additional Agents. In addition, the parties hereto agree that the reference to the “Agents” appearing in clause (z) of the proviso to the second paragraph in Section 7 of the Commitment Letter shall be deemed to be a reference to the Agents in their capacities as Lead Arrangers and/or as Administrative Agent (as applicable).

It is understood and agreed that in any offering and marketing materials and presentations, including confidential information memoranda to be used in connection with the syndication of the Senior Secured Credit Facilities, (i) DBSI will have “left lead” placement in any and all marketing materials or other documentation used in connection with the Senior Secured Credit Facilities (and

equivalent ranking for league table purposes) and (ii) the Additional Arrangers shall appear immediately to the right of DBSI (in alphabetical order) in any such offering and marketing materials and presentations in respect of the Senior Secured Credit Facilities. It is further understood that, other than as contemplated by the Commitment Letter (as amended by this Joinder Agreement), and as otherwise agreed to by you and us, no other titles may be given, or compensation paid, to lenders in respect of the Senior Secured Credit Facilities.

3. No Reliance; Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities. Each of the Additional Agents acknowledges that it has, independently and without any reliance upon DB, any other Lead Arranger or any of their respective affiliates, or any of their respective officers, directors, employees, agents, advisors or representatives, and based on the financial statements of the Company and its subsidiaries, the Target and its subsidiaries and such other documents as it has deemed appropriate, made its own credit analysis and decision to provide a commitment and enter into this Joinder Agreement.

Each Additional Agent reserves the right to employ the services of its affiliates and branches in providing services contemplated by the Commitment Letter and to allocate, in whole or in part, to its affiliates certain fees payable to such Additional Agent in such manner as such Additional Agent and its affiliates may agree in their sole discretion. You acknowledge that (i) each Additional Agent may share with any of its affiliates and its and their Related Persons and such affiliates and Related Persons may share with such Additional Agent, any information related to the Transaction, the Borrowers, the Parent and the Target (and its and their respective subsidiaries and affiliates) or any of the matters contemplated by the Commitment Letter and (ii) each Additional Agent and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you, the Target or your or its affiliates may have conflicting interests regarding the transactions described herein or otherwise. The Additional Agents will not, however, furnish confidential information obtained from you by virtue of the transactions contemplated by the Commitment Letter or their other relationships with you to other persons (other than your affiliates). You also acknowledge that no Additional Agent has an obligation to use in connection with the Transaction, the Commitment Letter, the Fee Letter (as defined in the Commitment Letter and as same may be amended, supplemented or modified from time to time) or to furnish to you, confidential information obtained by such Additional Agent from other companies.

You acknowledge that each Additional Arranger is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, each Additional Arranger and their respective affiliates may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, you, the Borrowers, the Acquired Business and your and their respective subsidiaries and other companies with which you, the Borrowers, the Acquired Business or your subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any Additional Arranger or any of their respective affiliates or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

4. Choice of Law; Jurisdiction; Waivers. This Joinder Agreement and any claim, controversy or dispute arising under or related to this Joinder Agreement, whether in tort, contract (at law or in equity) or otherwise shall be governed by, and construed and interpreted in accordance with,

the laws of the State of New York (and, for the avoidance of doubt, each of the Additional Agents hereby expressly acknowledges and agrees that it shall be subject to Section 11 of the Commitment Letter as a party thereto). The confidentiality, submission to jurisdiction and waiver of jury trial provisions contained in Sections 9, 12 and 13 of the Commitment Letter are incorporated herein by reference, *mutatis mutandis*.

5. Termination. The termination provision contained in Section 16 of the Commitment Letter is incorporated herein by reference, *mutatis mutandis*.

6. Effect; Amendments; Etc. Except as specifically amended by this Joinder Agreement, the Commitment Letter shall remain in full force and effect. This Joinder Agreement shall be construed in connection with and form part of the Commitment Letter, and any reference to any of the Commitment Letter shall be deemed to be a reference to the Commitment Letter, as amended by this Joinder Agreement. Each of the parties hereto agrees it will not disclose this Joinder Agreement or the contents hereof other than as disclosure of the Commitment Letter and the contents thereof as permitted by Section 9 of the Commitment Letter. This Joinder Agreement may not be amended or modified, or any provision hereof waived, except by an instrument in writing signed by the parties hereto. This Joinder Agreement, the Commitment Letter, the Fee Letter and any joinder agreement executed by the parties hereto with respect to the Fee Letter set forth the entire agreement between the parties hereto and supersede all prior understandings, whether written or oral, between the parties hereto with respect to the matters herein and therein. This Joinder Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

This Joinder Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Joinder Agreement by facsimile or other electronic transmission (including “.pdf”, “.tif” or similar format) shall be effective as delivery of a manually executed counterpart hereof. This Joinder Agreement shall become effective as to each of the parties hereto on the date when each of the parties hereto has executed a counterpart hereof.

[Remainder of this page intentionally left blank]

Very truly yours,

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Kathryn Burch

Name: Kathryn Burch

Title: Associate

By: /s/ Scottye Lindsey

Name: Scottye Lindsey

Title: Director

DEUTSCHE BANK SECURITIES INC.

By: /s/ Celine Catherin

Name: Celine Catherin

Title: Director

By: /s/ Sandeep Desai

Name: Sandeep Desai

Title: Managing Director

[Joinder to Project Coolidge Commitment Letter]

BARCLAYS BANK PLC

By: /s/ Ian Palmer

Name: Ian Palmer

Title: Managing Director

[Joinder to Project Coolidge Commitment Letter]

By: /s/ Thomas Cole

Name: Thomas Cole

Title: Managing Director

[Joinder to Project Coolidge Commitment Letter]

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Kirk Tesch

Name: Kirk Tesch

Title: Director

WELLS FARGO SECURITIES, LLC

By: /s/ Walter W. Kruger III

Name: Walter W. Kruger III

Title: Vice President

[Joinder to Project Coolidge Commitment Letter]

Accepted and agreed to as of
the date first above written:

MALLINCKRODT PUBLIC LIMITED COMPANY

By: /s/ Peter G. Edwards

Name: Peter G. Edwards

Title: Sr. Vice President & General Counsel

[Joinder to Project Coolidge Commitment Letter]

<u>Initial Lender</u>	<u>Original Committed Percentage</u>	<u>Revised Committed Percentage</u>
DBNY	100.0%	40.0%
Barclays	0.0%	20.0%
CGMI, on behalf of Citi	0.0%	20.0%
WF Bank	0.0%	20.0%