

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): September 18, 2019

Mallinckrodt plc

(Exact name of registrant as specified in its charter)

Ireland

(State or other jurisdiction of incorporation)

001-35803

(Commission File Number)

98-1088325

(IRS Employer Identification No.)

**3 Lotus Park, The Causeway, Staines-Upon-Thames
Surrey TW18 3AG, United Kingdom**
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **+44 017 8463 6700**

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

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

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Ordinary shares, par value \$0.20 per share	MNK	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Indemnification Arrangements

On September 19, 2019, the board of directors of Mallinckrodt plc (“Mallinckrodt”) approved (i) (A) an amended and restated form of deed of indemnification to be entered into with each of Mallinckrodt’s directors and Secretary and (B) a form of deed of indemnification to be entered into with each of Mallinckrodt’s officers (other than the Secretary), including its named executive officers (all of the foregoing, collectively, the “Deeds of Indemnification”), and (ii) an amended and restated form of indemnification agreement to be entered into by and between Sucampo Pharmaceuticals, Inc., a Delaware corporation and a wholly owned subsidiary of Mallinckrodt (“Sucampo”), and each of Mallinckrodt’s directors and Secretary (the “Indemnification Agreements”), substantially in the forms filed as Exhibits 10.1-10.3, respectively, to this Current Report on Form 8-K. With respect to the foregoing agreements with each of Mallinckrodt’s directors and Secretary, the Deeds of Indemnification and Indemnification Agreements amend and restate and supersede and replace the previous deeds of indemnification entered into with Mallinckrodt plc as well as the related indemnification agreements entered into with Mallinckrodt Brand Pharmaceuticals, Inc.

The Deeds of Indemnification and Indemnification Agreements (together, the “Indemnification Arrangements”) provide, respectively, that Mallinckrodt and Sucampo will, to the fullest extent permitted by law, indemnify each indemnitee on the terms and conditions set forth in the Indemnification Arrangements against all expenses, liabilities or losses incurred by the indemnitee as a result of or in connection with the indemnitee being, or threatened to be made, a party, witness or other participant in any action, suit, litigation, proceeding or arbitration or any alternative dispute resolution mechanism (or any inquiry, hearing, tribunal or investigation, whether conducted by Mallinckrodt or any other party, that the indemnitee in good faith believes might lead to the institution of any of the foregoing or otherwise might give rise to adverse consequences or findings in respect of the indemnitee) (any of the foregoing, a “Proceeding”) in whole or in part by reason of (or arising in whole or in part out of) an event or occurrence related to such indemnitee’s service to Mallinckrodt. However, Mallinckrodt and Sucampo will not indemnify the indemnitees pursuant to the Indemnification Arrangements (i) on account of any Proceeding in which a final and non-appealable judgment is rendered against the indemnitee for an accounting of profits made from the purchase or sale by such indemnitee of securities of Mallinckrodt pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provision of any federal, state or local laws; (ii) if a court of competent jurisdiction has determined in a final and non-appealable judgment that such indemnification is not permitted under applicable law; (iii) on account of any such Proceeding as to which the indemnitee has been convicted of a crime constituting a felony under the laws of the jurisdiction where the criminal action was brought (or, where a jurisdiction does not classify any crime as a felony, a crime for which the indemnitee is sentenced to death or imprisonment for a term exceeding one year); or (iv) on account of any Proceeding brought by Mallinckrodt or any of its subsidiaries against the indemnitee.

Because Mallinckrodt is an Irish public limited company, the Irish Companies Act 2014 only permits Mallinckrodt to pay the costs or discharge the liability of a director or the Secretary where judgment is given in his/her favor in any civil or criminal action in respect of such costs or liability, or where an Irish court grants relief because the director or Secretary acted honestly and reasonably and ought fairly to be excused. The Indemnification Agreements provide for Sucampo to advance the indemnitee’s expenses subject to an undertaking by the indemnitee to repay amounts advanced if and to the extent it is ultimately determined that such person is not entitled to indemnification by Sucampo on the terms and conditions set forth in the Indemnification Agreements. The Deeds of Indemnification provide that in the event the indemnitee receives judgment in his or her favor or the Proceeding is otherwise disposed of in a manner that allows Mallinckrodt to indemnify such indemnitee under its articles of association as then in effect, Mallinckrodt will reimburse Sucampo for any indemnification payments or expense advancements previously made by Sucampo. Indemnification and advancement of expenses will not be made under the Indemnification Arrangements in connection with Proceedings initiated by the indemnitee against Mallinckrodt or any of its subsidiaries or any director, officer or employee of Mallinckrodt or any of its subsidiaries, except in specified circumstances.

The foregoing is only a general summary of certain aspects the Deeds of Indemnification and the Indemnification Agreements and does not purport to be complete. It is qualified in its entirety by reference to the respective form of Deed of Indemnification and the form of Indemnification Agreement filed as Exhibits 10.1-10.3, respectively, to this Current Report on Form 8-K, each of which is incorporated herein by reference.

Amended Executive Severance Plan

On September 18, 2019, the Human Resources and Compensation Committee of the board of directors of Mallinckrodt approved amendments to the Mallinckrodt Pharmaceuticals Severance Plan for U.S. Officers and Executives (as amended, the “Severance Plan”), effective as of September 5, 2019, including without limitation, amendments providing for the payment of certain benefits in a lump sum rather than being paid in installments over the severance period. The Severance Plan provides benefits to Mallinckrodt’s named executive officers upon an involuntary termination of employment for any reason other than “cause”, permanent disability or death, consisting of:

- a lump sum payment equivalent to a multiple of such officer’s annual base salary (one and a half times for all named executive officers except the CEO; two times for the CEO);
- a lump sum payment equivalent to a pro-rata portion of such officer’s annual incentive cash award for the fiscal year in which the termination occurred;
- a lump sum payment equivalent to a multiple of the average of such officer’s actual bonus for the previous three fiscal years (one and a half times for all named executive officers except the CEO; two times for the CEO);
- a lump sum payment equivalent to Mallinckrodt’s portion of such officer’s monthly COBRA for an 18 month period (if such officer had elected medical or dental coverage as of the termination date);
- accelerated vesting of outstanding equity awards that would have vested within the 12 months after the separation from service date; and
- outplacement services, at Mallinckrodt’s discretion, for up to 12 months.

Notwithstanding the foregoing, the amounts to be paid to executives may be reduced in certain circumstances. Receipt of these benefits is conditioned upon the applicable executive signing a release of claims against Mallinckrodt, which will include confidentiality, non-solicitation, non-disparagement and, where applicable, non-competition provisions.

The foregoing summary is qualified in its entirety by reference to the complete terms and conditions of the Severance Plan which is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	Form of Deed of Indemnification by and between Mallinckrodt plc and Directors and Secretary.
10.2	Form of Deed of Indemnification by and between Mallinckrodt plc and Officers.
10.3	Form of Indemnification Agreement by and between Sucampo Pharmaceuticals, Inc. and Directors and Secretary.
10.4	Mallinckrodt Pharmaceuticals Severance Plan for U.S. Officers and Executives.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

MALLINCKRODT PLC
(registrant)

Date: September 24, 2019

By: /s/ Mark J. Casey

Mark J. Casey

Executive Vice President and Chief Legal Officer

Form for Directors / Secretary**DEED OF INDEMNIFICATION**

THIS DEED OF INDEMNIFICATION (this “Agreement”), dated as of _____, is made by and between Mallinckrodt plc, a public limited company incorporated in Ireland, and _____ (“Indemnitee”).

WHEREAS, prior to the date hereof, the Company and Indemnitee entered into an indemnification agreement (the “Prior Agreement”), which the parties intend to be superseded and replaced by this Agreement;

WHEREAS, it is essential to Mallinckrodt plc to retain and attract as directors and secretary the most capable persons available;

WHEREAS, Indemnitee is a director or secretary of Mallinckrodt plc;

WHEREAS, each of Mallinckrodt plc and Indemnitee recognize the increased risk of litigation and other claims currently being asserted against directors and officers of companies;

WHEREAS, in recognition of Indemnitee’s need for (i) substantial protection against personal liability, (ii) specific contractual assurance that such protection will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of Mallinckrodt plc’s Articles of Association or any change in the composition of Mallinckrodt plc’s Board of Directors or acquisition transaction relating to Mallinckrodt plc), Mallinckrodt plc wishes to provide in this Agreement for the indemnification by Mallinckrodt plc of Indemnitee and, to the extent insurance is maintained, to provide for the continued coverage of Indemnitee under Mallinckrodt plc’s directors’ and officers’ liability insurance policies, in each case as set forth in this Agreement;

NOW, THEREFORE, in consideration of the above premises and of Indemnitee continuing to serve Mallinckrodt plc directly or, at its request, with another Enterprise, and intending to be legally bound hereby, the parties agree as follows:

1. Certain Definitions.

- (a) Affiliate: any corporation or other person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.
- (b) Board: the Board of Directors of Mallinckrodt plc.
- (c) Change in Control: shall be deemed to have occurred if:
 - (i) any “person,” as such term is used in Sections 3(a)(9) and 13(d) of the Exchange Act, becomes a “beneficial owner,” as such term is used in Rule 13d-3 promulgated under the Exchange Act, of 50% or more of the Voting Shares (as defined below) of Mallinckrodt plc;
 - (ii) the majority of the Board consists of individuals other than Incumbent Directors, which term means the members of the Board as of the date hereof, *provided* that any person becoming a director after the date hereof whose election or nomination for

election was supported by at least three-quarters of the directors who immediately prior to such election or nomination for election comprised the Incumbent Directors shall be considered to be an Incumbent Director;

(iii) Mallinckrodt plc adopts any plan of liquidation providing for the distribution of all or substantially all of its assets;

(iv) all or substantially all of the assets or business of Mallinckrodt plc is disposed of pursuant to a merger, consolidation or other transaction (unless the shareholders of Mallinckrodt plc immediately prior to such a merger, consolidation or other transaction beneficially own, directly or indirectly, in substantially the same proportion as they owned the Voting Shares of Mallinckrodt plc immediately prior to such transaction, all of the Voting Shares or other ownership interests of the entity or entities, if any, that acquire all or substantially all of the assets of, or succeed to the business of, Mallinckrodt plc as a result of such transaction); or

(v) Mallinckrodt plc combines with another entity and is the surviving entity but, immediately after the combination, the shareholders of Mallinckrodt plc immediately prior to the combination hold, directly or indirectly, 50% or less of the Voting Shares of the combined entity (there being excluded from the number of shares held by such shareholders, but not from the Voting Shares of the combined entity, any shares received by Affiliates of such other entity in exchange for shares of such other entity),

provided, however, that any occurrence that would, in the absence of this proviso, otherwise constitute a Change in Control pursuant to any of clause (i), (iii), (iv) or (v) of this Section 1(c), shall not constitute a Change in Control if such occurrence is approved in advance by a majority of the directors on the Board immediately prior to such occurrence.

(d) Enterprise: Mallinckrodt plc and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise of which Indemnitee is or was serving at the request of Mallinckrodt plc as a director, officer, secretary, trustee, general partner, managing member, fiduciary, board of directors' committee member, employee or agent.

(e) Exchange Act: the U.S. Securities Exchange Act of 1934, as amended.

(f) Expenses: any expense, liability, or loss, including attorneys' fees, judgments, fines, ERISA excise taxes and penalties, amounts paid or to be paid in settlement, any interest, assessments, or other charges imposed thereon, any federal, state, local, or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement, and all other costs and obligations, paid or incurred in connection with investigating, defending, prosecuting (subject to Section 2(b)), being a witness in, participating in (including on appeal), or preparing for any of the foregoing in, any Proceeding relating to any Indemnifiable Event. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent.

(g) Indemnifiable Event: any event or occurrence that took or takes place either prior to or after the execution of this Agreement, related to the fact that Indemnitee is or was a director, officer, secretary or employee of Mallinckrodt plc, or while a director or secretary of Mallinckrodt plc is

or was serving at the request of Mallinckrodt plc as a director, officer, secretary, employee, trustee, agent, or fiduciary of another foreign or domestic corporation, partnership, limited liability company, joint venture, employee benefit plan, trust, or other Enterprise, or related to anything done or not done by Indemnitee in any such capacity, whether or not the basis of the Proceeding is alleged action in an official capacity as a director, officer, secretary, employee, trustee, agent, or fiduciary or in any other capacity while serving as a director, officer, secretary, employee, trustee, agent, or fiduciary.

(h) Independent Counsel: the meaning specified in Section 3.

(i) Proceeding: any threatened, pending, or completed action, suit, litigation, proceeding or arbitration or any alternative dispute resolution mechanism (including an action by or in the right of Mallinckrodt plc), or any inquiry, hearing, tribunal or investigation, whether conducted by Mallinckrodt plc or any other party, that Indemnitee in good faith believes might lead to the institution of any such action, suit, litigation, proceeding or arbitration, whether civil, criminal, administrative, investigative, or other, or otherwise might give rise to adverse consequences or findings in respect of the Indemnitee.

(j) Reviewing Party: the meaning specified in Section 3.

(k) Voting Shares: shares of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors (or similar function) of an Enterprise.

2. Agreement to Indemnify.

(a) General Agreement. In the event Indemnitee was, is, or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Proceeding in whole or in part by reason of (or arising in whole or in part out of) an Indemnifiable Event, Mallinckrodt plc shall indemnify Indemnitee from and against any and all Expenses to the fullest extent permitted by law, as the same exists or may hereafter be amended or interpreted (but in the case of any such amendment or interpretation, only to the extent that such amendment or interpretation permits Mallinckrodt plc to provide broader indemnification rights than were permitted prior thereto). For the purposes of this Agreement, the meaning of the phrase “to the fullest extent permitted by law” shall include, but not be limited to: (i) to the fullest extent permitted by the provisions of Irish law and/or the Articles of Association of Mallinckrodt plc that authorize, permit or contemplate indemnification by agreement, court action or corresponding provisions of any amendment to or replacement of such provisions; and (ii) to the fullest extent authorized or permitted by any amendments to or replacements of Irish law and/or the Articles of Association of Mallinckrodt plc adopted after the date of this Agreement that increase the extent to which a company may indemnify its directors or secretary.

(b) Initiation of Proceeding. Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification pursuant to this Agreement in connection with any Proceeding initiated by Indemnitee against Mallinckrodt plc or any of its subsidiaries or any director, officer or employee of Mallinckrodt plc or any of its subsidiaries unless (i) Mallinckrodt plc has joined in or the Board has consented to the initiation of such Proceeding; (ii) the Proceeding is one to enforce indemnification rights under Section 4; or (iii) the Proceeding is instituted after a Change in Control and Independent Counsel has approved its initiation.

(c) Mandatory Indemnification. Notwithstanding any other provision of this Agreement, to the extent that Indemnatee has been successful on the merits or otherwise in defense of any Proceeding relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter therein, Indemnatee shall be indemnified by Mallinckrodt plc hereunder against all Expenses incurred in connection therewith.

(d) Partial Indemnification. If Indemnatee is entitled under any provision of this Agreement to indemnification by Mallinckrodt plc for some or a portion of Expenses, but not, however, for the total amount thereof, Mallinckrodt plc shall nevertheless indemnify Indemnatee for the portion thereof to which Indemnatee is entitled.

(e) Prohibited Indemnification. No indemnification pursuant to this Agreement shall be paid by Mallinckrodt plc:

(i) on account of any Proceeding in which a final and non-appealable judgment is rendered against Indemnatee for an accounting of profits made from the purchase or sale by Indemnatee of securities of Mallinckrodt plc pursuant to the provisions of Section 16(b) of the Exchange Act or similar provisions of any federal, state, or local laws;

(ii) if a court of competent jurisdiction by a final and non-appealable judgment shall determine that such indemnification by Mallinckrodt plc is not permitted under applicable law;

(iii) on account of any Proceeding relating to an Indemnifiable Event as to which the Indemnatee has been convicted of a crime constituting a felony under the laws of the jurisdiction where the criminal action had been brought (or, where a jurisdiction does not classify any crime as a felony, a crime for which Indemnatee is sentenced to death or imprisonment for a term exceeding one year); or

(iv) on account of any Proceeding brought by Mallinckrodt plc or any of its subsidiaries against Indemnatee.

3. Reviewing Party; Exhaustion of Remedies.

(a) Prior to any Change in Control, the reviewing party (the "Reviewing Party") shall be any appropriate person or body consisting of a member or members of the Board or any other person or body appointed by the Board who is not a party to the particular Proceeding with respect to which Indemnatee is seeking indemnification; after a Change in Control, the Independent Counsel referred to below shall become the Reviewing Party. With respect to all matters arising after a Change in Control concerning the rights of Indemnatee to indemnity payments and Expense Advances (as defined in the Sucampo Indemnification Agreement) under this Agreement, the Indemnification Agreement, dated as of the date hereof, by and between Sucampo Pharmaceuticals, Inc., a Delaware corporation and a wholly owned subsidiary of Mallinckrodt plc (as it may be amended from time to time, the "Sucampo Indemnification Agreement"), or any other agreement to which Mallinckrodt plc or any of its Affiliates is a party, Mallinckrodt plc's Articles of Association, the certificate of incorporation or bylaws of Sucampo (as in effect from time to time, collectively, the "Sucampo Organizational Documents") or applicable law, in each case as now or hereafter in effect relating to indemnification for Indemnifiable Events, Mallinckrodt plc and Sucampo shall seek legal advice only from independent counsel ("Independent Counsel") selected by Indemnatee and approved by Mallinckrodt plc (which approval shall not be

unreasonably withheld), and who has not otherwise performed services for Mallinckrodt plc, Sucampo or the Indemnitee (other than in connection with indemnification matters) within the five years prior to such appointment. The Independent Counsel shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing Mallinckrodt plc, Sucampo or Indemnitee in an action, suit, litigation, proceeding or arbitration to determine Indemnitee's rights under this Agreement. Such counsel, among other things, shall render its written opinion to Mallinckrodt plc, Sucampo and Indemnitee as to whether and to what extent the Indemnitee should be permitted to be indemnified under applicable law. In doing so, the Independent Counsel may consult with (and rely upon) counsel in any appropriate jurisdiction who would qualify as Independent Counsel ("Local Counsel"). Mallinckrodt plc agrees to pay the reasonable fees of the Independent Counsel and the Local Counsel and to indemnify fully such counsel against any and all expenses (including attorneys' fees), claims, liabilities, loss, and damages arising out of or relating to this Agreement or the engagement of Independent Counsel or the Local Counsel pursuant hereto.

(b) The Sucampo Indemnification Agreement provides that, prior to making written demand on Sucampo for indemnification pursuant to Section 4(a) of the Sucampo Indemnification Agreement or making a request for Expense Advance pursuant to Section 2(c) of the Sucampo Indemnification Agreement, Indemnitee shall (i) seek such indemnification or Expense Advance, as applicable, under any applicable insurance policy of Mallinckrodt plc or any of its subsidiaries and (ii) request that Mallinckrodt plc consider in its discretion whether to make such indemnification or Expense Advance, as applicable. Upon any such request by Indemnitee of Mallinckrodt plc, Mallinckrodt plc shall consider whether to make such indemnification or Expense Advance, as applicable, based on the facts and circumstances related to the request. Mallinckrodt plc may require, as a condition to making any indemnification or Expense Advance, as applicable, that Indemnitee enter into an agreement providing for such indemnification or Expense Advance, as applicable, to be made subject to substantially the same terms and conditions applicable to an indemnification or Expense Advance, as applicable, by Sucampo under the Sucampo Indemnification Agreement (including, without limitation, conditioning any Expense Advance upon delivery to Mallinckrodt plc of an undertaking of the type described in clause (i) of the proviso to Section 2(c) of the Sucampo Indemnification Agreement).

4. Indemnification Process and Appeal.

(a) Indemnification Payment. Indemnitee shall be entitled to indemnification of Expenses, and shall receive payment thereof, from Mallinckrodt plc in accordance with this Agreement as soon as practicable after Indemnitee has made written demand on Mallinckrodt plc for indemnification, unless the Reviewing Party has given a written opinion to Mallinckrodt plc that Indemnitee is not entitled to indemnification under applicable law.

(b) Adjudication or Arbitration. (i) Regardless of any action by the Reviewing Party, if Indemnitee has not received in full the requested indemnification within thirty days after making a demand or request in accordance with Section 4(a) (a "Nonpayment"), Indemnitee shall have the right to enforce its rights thereto under this Agreement by commencing litigation in any court located in the country of Ireland (an "Irish Court") having subject matter jurisdiction thereof seeking an initial determination by the court or by challenging any determination by the Reviewing Party or any aspect thereof. Any determination by the Reviewing Party not challenged by Indemnitee in any such litigation shall be binding on Mallinckrodt plc, Sucampo and Indemnitee. The remedy provided for in this Section 4 shall be in addition to any other remedies available to Indemnitee at law or in equity. Mallinckrodt plc, Sucampo and Indemnitee hereby irrevocably and unconditionally (A) consent to submit to the non-exclusive jurisdiction of all Irish Courts for purposes of any action, suit, litigation, proceeding

or arbitration arising out of or in connection with this Agreement, (B) waive any objection to the laying of venue of any such action, suit, litigation, proceeding or arbitration in any Irish Court, and (C) waive, and agree not to plead or to make, any claim that any such action, suit, litigation, proceeding or arbitration brought in any Irish Court has been brought in an improper or inconvenient forum. For the avoidance of doubt, nothing in this Agreement shall limit any right Indemnitee may have under applicable law to bring any action, suit, litigation, proceeding or arbitration in any other court.

ii. Alternatively, in the case of a Nonpayment, Indemnitee, at his or her option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

iii. In the event that a determination shall have been made pursuant to Section 4(a) of this Agreement that Indemnitee is not entitled to indemnification, any action, suit, litigation, proceeding or arbitration commenced pursuant to this Section 4(b) shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 4(b), Mallinckrodt plc shall have the burden of proving Indemnitee is not entitled to indemnification.

iv. In the event that Indemnitee, pursuant to this Section 4(b), seeks a judicial adjudication of or an award in arbitration to enforce his or her rights under, or to recover damages for breach of, this Agreement, and it is determined in said judicial adjudication or arbitration that Indemnitee is entitled to receive all or any part of the indemnification sought, Indemnitee shall be entitled to recover from Mallinckrodt plc, and shall be indemnified by Mallinckrodt plc against, any and all Expenses actually and reasonably incurred by Indemnitee in connection with such judicial adjudication or arbitration.

(c) Defense to Indemnification, Burden of Proof and Presumptions. (i) It shall be a defense to any action, suit, litigation, proceeding or arbitration brought by Indemnitee against Mallinckrodt plc to enforce this Agreement that it is not permissible under applicable law for Mallinckrodt plc to indemnify Indemnitee for the amount claimed.

ii. In connection with any action, suit, litigation, proceeding or arbitration or any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified hereunder, the burden of proving such a defense or determination shall be on Mallinckrodt plc.

iii. Neither the failure of the Reviewing Party to have made a determination prior to the commencement of such action, suit, litigation, proceeding or arbitration by Indemnitee that indemnification of the Indemnitee is proper under the circumstances because Indemnitee has met the standard of conduct set forth in applicable law, nor an actual determination by the Reviewing Party that the Indemnitee had not met such applicable standard of conduct, shall, of itself, be a defense to the action, suit, litigation, proceeding or arbitration or create a presumption that the Indemnitee has not met the applicable standard of conduct.

iv. For purposes of this Agreement, to the fullest extent permitted by law, the termination of any claim, action, suit, litigation, proceeding or arbitration, by judgment, order, settlement (whether with or without court approval), conviction, or upon a plea of

nolo contendere, or its equivalent, shall not, of itself, create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

v. For purposes of any determination of good faith, to the fullest extent permitted by law, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of any Enterprise, including financial statements, or on information supplied to Indemnitee by the management of such Enterprise in the course of their duties, or on the advice of legal counsel for such Enterprise or on information or records given or reports made to such Enterprise by an independent certified public accountant or by an appraiser or other expert selected by such Enterprise. The provisions of this Section 4(c)(v) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed or found to have met the applicable standard of conduct set forth in applicable law.

vi. The knowledge and/or actions, or failure to act, of any other director, trustee, partner, managing member, fiduciary, officer, agent or employee of any Enterprise shall, to the fullest extent permitted by law, not be imputed to Indemnitee for purposes of determining any right to indemnification under this Agreement.

vii. To the fullest extent permitted by law, Mallinckrodt plc shall be precluded from asserting in any action, suit, litigation, proceeding or arbitration commenced pursuant to this Agreement that the procedures or presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any court or before any arbitrator that Mallinckrodt plc is bound by all the provisions of this Agreement.

5. Indemnification for Expenses Incurred in Enforcing Rights. In addition to Indemnitee's rights under Section 4(b)(iv), Mallinckrodt plc shall, to the fullest extent permitted by law, indemnify Indemnitee against any and all Expenses that are incurred by Indemnitee in connection with any Proceeding brought by Indemnitee:

(a) for indemnification or advance payment of Expenses under any agreement to which Mallinckrodt plc or any of its Affiliates is a party (other than this Agreement) or under applicable law, Mallinckrodt plc's Articles of Association, or the Sucampo Organizational Documents, in each case now or hereafter in effect, relating to indemnification or advance payment of Expenses for Indemnifiable Events, and/or

(b) for recovery under directors' and officers' liability insurance policies maintained by Mallinckrodt plc,

but, in either case, only in the event that Indemnitee ultimately is determined to be entitled to such indemnification or expense advance or insurance recovery, as the case may be.

6. Notification and Defense of Proceeding.

(a) Notice. Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee shall, if a claim in respect thereof is to be made against Mallinckrodt plc under this Agreement, notify Mallinckrodt plc and Sucampo of the commencement thereof; but the omission so to notify Mallinckrodt plc and Sucampo will not

relieve Mallinckrodt plc from any liability that it may have to Indemnitee, except as provided in Section 6(c).

(b) Defense. With respect to any Proceeding as to which Indemnitee notifies Mallinckrodt plc and Sucampo of the commencement thereof, Mallinckrodt plc will be entitled to participate in the Proceeding at its own expense and except as otherwise provided below, to the extent Mallinckrodt plc so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnitee. After notice from Mallinckrodt plc to Indemnitee of its election to assume the defense of any Proceeding, Mallinckrodt plc shall not be liable to Indemnitee under this Agreement or otherwise for any Expenses subsequently incurred by Indemnitee in connection with the defense of such Proceeding other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ legal counsel in such Proceeding, but all Expenses related thereto incurred after notice from Mallinckrodt plc of its assumption of the defense shall be at Indemnitee's expense unless: (i) the employment of legal counsel by Indemnitee has been authorized by Mallinckrodt plc, (ii) Indemnitee has reasonably determined that there may be a conflict of interest between Indemnitee and Mallinckrodt plc in the defense of the Proceeding, (iii) after a Change in Control, the employment of counsel by Indemnitee has been approved by the Independent Counsel, or (iv) Mallinckrodt plc shall not in fact have employed counsel to assume the defense of such Proceeding, in each of which cases all Expenses of the Proceeding shall be borne by Mallinckrodt plc. Mallinckrodt plc shall not be entitled to assume the defense of any Proceeding (x) brought by or on behalf of Mallinckrodt plc or Sucampo, (y) as to which Indemnitee shall have made the determination provided for in clause (ii) of this Section 6(b) or (z) after a Change in Control (it being specified, for the avoidance of doubt, that Mallinckrodt plc may assume defense of any such Proceeding described in this sentence with Indemnitee's consent, *provided* that any such consent shall not affect the rights of Indemnitee under the foregoing provisions of this Section 6(b)).

(c) Settlement of Claims. Mallinckrodt plc shall not be liable to indemnify Indemnitee under this Agreement or otherwise for any amounts paid in settlement of any Proceeding effected without Mallinckrodt plc's written consent, such consent not to be unreasonably withheld; *provided, however*, that if a Change in Control has occurred, Mallinckrodt plc shall be liable for indemnification of Indemnitee for amounts paid in settlement if the Independent Counsel has approved the settlement. Mallinckrodt plc shall not settle any Proceeding in any manner that would impose any liability, penalty or limitation on Indemnitee without Indemnitee's written consent. Mallinckrodt plc shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial award if Mallinckrodt plc was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such Proceeding. Mallinckrodt plc's liability hereunder shall not be excused if assumption of the defense of the Proceeding by Mallinckrodt plc was barred by this Agreement.

7. Establishment of Trust. In the event of a Change in Control, Mallinckrodt plc shall, upon written request by Indemnitee, create a trust for the benefit of the Indemnitee (the "Trust") and from time to time upon written request of Indemnitee shall fund the Trust in an amount sufficient to satisfy any and all Expenses reasonably anticipated at the time of each such request (a) to be incurred in connection with investigating, preparing for, participating in, and/or defending any Proceeding relating to an Indemnifiable Event and (b) to be indemnifiable pursuant to this Agreement. The amount or amounts to be deposited in the Trust pursuant to the foregoing funding obligation shall be determined by the Independent Counsel. The terms of the Trust shall provide that (i) the Trust shall not be revoked or the principal thereof invaded without the written consent of the Indemnitee, (ii) the Trust shall continue to be funded by Mallinckrodt plc in accordance with the funding obligation set forth above, (iii) the Trustee shall promptly pay to the Indemnitee all amounts for which the Indemnitee shall be entitled to indemnification pursuant to this Agreement, and (iv) all unexpended funds in the Trust shall revert to

Mallinckrodt plc upon a final determination by the Independent Counsel or a court of competent jurisdiction, as the case may be, that the Indemnitee has been fully indemnified under the terms of this Agreement. The trustee of the Trust (the "Trustee") shall be chosen by the Indemnitee. Nothing in this Section 7 shall relieve Mallinckrodt plc of any of its obligations under this Agreement. All income earned on the assets held in the Trust shall be reported as income by Mallinckrodt plc for federal, state, local, and foreign tax purposes. Mallinckrodt plc shall pay all costs of establishing and maintaining the Trust and shall indemnify the Trustee against any and all expenses (including attorney's fees), claims, liabilities, loss, and damages arising out of or relating to this Agreement or the establishment and maintenance of the Trust.

8. Non-Exclusivity. The rights of Indemnitee hereunder shall be in addition to any other rights Indemnitee may have under Mallinckrodt plc's Articles of Association, the Sucampo Organizational Documents, the Sucampo Indemnification Agreement, applicable law or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification than would be afforded currently under Mallinckrodt plc's Articles of Association, the Sucampo Organizational Documents, the Sucampo Indemnification Agreement, applicable law or this Agreement, it is the intent of the parties that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change. The assertion or employment of any right hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right.

9. Liability Insurance. For so long as Indemnitee has indemnification rights hereunder or under the Sucampo Indemnification Agreement, Mallinckrodt plc shall maintain or cause to be maintained an insurance policy or policies providing general and/or directors' and officers' liability insurance covering Indemnitee, in accordance with the terms of such policy or policies, to the maximum extent of the coverage available for any director, officer, secretary or employee, as applicable, of Mallinckrodt plc, provided and to the extent that such insurance is available on a commercially reasonable basis.

10. Exclusions. In addition to and notwithstanding any other provision of this Agreement to the contrary, Mallinckrodt plc shall not be obligated under this Agreement to make any payment pursuant to this Agreement for which payment is expressly prohibited by law (including, with respect to any director or secretary of Mallinckrodt plc, in respect of any liability expressly prohibited from being indemnified pursuant to section 235 of the Irish Companies Act 2014 (as amended, including any successor provisions), but (i) in no way limiting any rights under section 233 or section 234 of the Irish Companies Act 2014 (each as amended from time to time and including any successor provisions), and (ii) to the extent any such limitations or prescriptions are amended or determined by a court of a competent jurisdiction to be void or inapplicable, or relief to the contrary is granted, then the Indemnitee shall receive the greatest rights then available under law.

11. Continuation of Contractual Indemnity or Period of Limitations. All agreements and obligations of Mallinckrodt plc contained herein shall continue for so long as Indemnitee shall be subject to, or involved in, any Proceeding for which indemnification is provided pursuant to this Agreement. Notwithstanding the foregoing, no Proceeding shall be brought and no cause of action shall be asserted by or on behalf of Mallinckrodt plc or any Affiliate of Mallinckrodt plc against Indemnitee, Indemnitee's spouse, heirs, executors, or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, or such longer period as may be required by the laws of Ireland under the circumstances. Any claim or cause of action of Mallinckrodt plc or its Affiliate shall be extinguished and deemed released unless asserted by the timely filing and notice of a legal action within

such period; *provided, however*, that if any shorter period of limitations is otherwise applicable to any such cause of action, the shorter period shall govern.

12. Amendment of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall operate as a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

13. Subrogation. In the event of payment under this Agreement to Indemnitee, Mallinckrodt plc shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable Mallinckrodt plc effectively to bring suit to enforce such rights.

14. No Duplication of Payments. Mallinckrodt plc shall not be liable under this Agreement to make any payment in connection with any claim made by Indemnitee to the extent Indemnitee has otherwise received payment (under any insurance policy, Mallinckrodt plc's Articles of Association, the Sucampo Organizational Documents, the Sucampo Indemnification Agreement or otherwise) of the amounts otherwise indemnifiable hereunder.

15. Obligations of Mallinckrodt plc. In the event a Proceeding results in a judgment in Indemnitee's favor or otherwise is disposed of in a manner that allows Mallinckrodt plc to indemnify Indemnitee in connection with such Proceeding under the Articles of Association of Mallinckrodt plc as then in effect, Mallinckrodt plc will provide such indemnification to Indemnitee and will reimburse Sucampo for any indemnification or Expense Advance previously made by Sucampo in connection with such Proceeding.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of Mallinckrodt plc), assigns, spouses, heirs, and personal and legal representatives; *provided, however*, that Sucampo shall be a beneficiary of, and have the right to enforce, Section 15 hereof. Mallinckrodt plc shall require and cause any successor thereof (whether direct or indirect by purchase, merger, consolidation, or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of Mallinckrodt plc, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that Mallinckrodt plc would be required to perform if no such succession had taken place. The indemnification provided under this Agreement shall continue as to Indemnitee for any action taken or not taken while serving in an indemnified capacity pertaining to an Indemnifiable Event even though he or she may have ceased to serve in such capacity at the time of any Proceeding or is deceased and shall inure to the benefit of the heirs, executors, administrators, legatees and assigns of such a person.

17. Severability. If any provision (or portion thereof) of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void, or otherwise unenforceable that is not itself

invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

18. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of Ireland applicable to contracts made and to be performed in Ireland without giving effects to its principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

19. Notices. All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, postage prepaid, certified or registered mail, return receipt requested, and addressed to Mallinckrodt plc at:

Mallinckrodt plc
3 Lotus Park
The Causeway
Staines-Upon-Thames, Surrey TW18 3AG
United Kingdom
Attn: General Counsel
Facsimile: +352-266-379-92

and

Mallinckrodt plc
675 James S. McDonnell Blvd.
Hazelwood, MO 63042
Attn: General Counsel
Facsimile: 314-654-5366

And to Indemnatee at:

[To be added]

Notice of change of address shall be effective only when given in accordance with this Section 19. All notices complying with this Section 19 shall be deemed to have been received on the date of hand delivery or on the third business day after mailing.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Amendment and Restatement of Prior Agreement. The Prior Agreement is hereby amended and restated in its entirety to read as set forth in this Agreement, which supersedes and replaces such Prior Agreement in its entirety.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Deed of Indemnification as a deed with the intention that it be delivered on the date first written above.

GIVEN under the common seal of
MALLINCKRODT PUBLIC LIMITED COMPANY
and **DELIVERED** as a **DEED**

Stephanie D. Miller
Duly Authorised Signatory

SIGNED AND DELIVERED as a deed
by _____
in the presence of: _____

Witness

Name of Witness:

Address of Witness:

Occupation of Witness:

[Signature page to Deed of Indemnification]

DEED OF INDEMNIFICATION

THIS DEED OF INDEMNIFICATION (this "Agreement"), dated as of _____, is made by and between Mallinckrodt plc, a public limited company incorporated in Ireland, and _____ ("Indemnitee").

WHEREAS, it is essential to Mallinckrodt plc to retain and attract as personnel the most capable persons available;

WHEREAS, Indemnitee is an employee of the Mallinckrodt plc group of companies that may perform functions for or on behalf of Mallinckrodt plc or its subsidiaries from time to time (but is not a director or secretary of Mallinckrodt plc);

WHEREAS, each of Mallinckrodt plc and Indemnitee recognize the increased risk of litigation and other claims currently being asserted against directors and officers of companies;

WHEREAS, in recognition of Indemnitee's need for (i) substantial protection against personal liability, (ii) specific contractual assurance that such protection will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of Mallinckrodt plc's Articles of Association or any change in the composition of Mallinckrodt plc's Board of Directors or acquisition transaction relating to Mallinckrodt plc), Mallinckrodt plc wishes to provide in this Agreement for the indemnification by Mallinckrodt plc of and the advancing by Mallinckrodt plc of expenses to Indemnitee and, to the extent insurance is maintained, to provide for the continued coverage of Indemnitee under Mallinckrodt plc's directors' and officers' liability insurance policies, in each case as set forth in this Agreement;

NOW, THEREFORE, in consideration of the above premises and of Indemnitee continuing to serve Mallinckrodt plc directly or, at its request, with another Enterprise, and intending to be legally bound hereby, the parties agree as follows:

1. Certain Definitions.

- (a) Affiliate: any corporation or other person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.
- (b) Board: the Board of Directors of Mallinckrodt plc.
- (c) Change in Control: shall be deemed to have occurred if:
 - (i) any "person," as such term is used in Sections 3(a)(9) and 13(d) of the Exchange Act, becomes a "beneficial owner," as such term is used in Rule 13d-3 promulgated under the Exchange Act, of 50% or more of the Voting Shares (as defined below) of Mallinckrodt plc;
 - (ii) the majority of the Board consists of individuals other than Incumbent Directors, which term means the members of the Board as of the date hereof, *provided* that any person becoming a director after the date hereof whose election or nomination for election was supported by at least three-quarters of the directors who immediately prior to

such election or nomination for election comprised the Incumbent Directors shall be considered to be an Incumbent Director;

(iii) Mallinckrodt plc adopts any plan of liquidation providing for the distribution of all or substantially all of its assets;

(iv) all or substantially all of the assets or business of Mallinckrodt plc is disposed of pursuant to a merger, consolidation or other transaction (unless the shareholders of Mallinckrodt plc immediately prior to such a merger, consolidation or other transaction beneficially own, directly or indirectly, in substantially the same proportion as they owned the Voting Shares of Mallinckrodt plc immediately prior to such transaction, all of the Voting Shares or other ownership interests of the entity or entities, if any, that acquire all or substantially all of the assets of, or succeed to the business of, Mallinckrodt plc as a result of such transaction); or

(v) Mallinckrodt plc combines with another entity and is the surviving entity but, immediately after the combination, the shareholders of Mallinckrodt plc immediately prior to the combination hold, directly or indirectly, 50% or less of the Voting Shares of the combined entity (there being excluded from the number of shares held by such shareholders, but not from the Voting Shares of the combined entity, any shares received by Affiliates of such other entity in exchange for shares of such other entity),

provided, however, that any occurrence that would, in the absence of this proviso, otherwise constitute a Change in Control pursuant to any of clause (i), (iii), (iv) or (v) of this Section 1(c), shall not constitute a Change in Control if such occurrence is approved in advance by a majority of the directors on the Board immediately prior to such occurrence.

(d) Enterprise: Mallinckrodt plc and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise of which Indemnitee is or was serving at the request of Mallinckrodt plc as a director, officer, secretary, trustee, general partner, managing member, fiduciary, board of directors' committee member, employee or agent.

(e) Exchange Act: the U.S. Securities Exchange Act of 1934, as amended.

(f) Expenses: any expense, liability, or loss, including attorneys' fees, judgments, fines, ERISA excise taxes and penalties, amounts paid or to be paid in settlement, any interest, assessments, or other charges imposed thereon, any federal, state, local, or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement, and all other costs and obligations, paid or incurred in connection with investigating, defending, prosecuting (subject to Section 2(b)), being a witness in, participating in (including on appeal), or preparing for any of the foregoing in, any Proceeding relating to any Indemnifiable Event. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent.

(g) Indemnifiable Event: any event or occurrence that took or takes place either prior to or after the execution of this Agreement, related to the fact that Indemnitee is or was an officer or employee of Mallinckrodt plc, or while an officer or employee of Mallinckrodt plc is or was serving at the request of Mallinckrodt plc as an director, officer, secretary, employee, trustee, agent, or fiduciary of

another foreign or domestic corporation, partnership, limited liability company, joint venture, employee benefit plan, trust, or other Enterprise, or related to anything done or not done by Indemnitee in any such capacity, whether or not the basis of the Proceeding is alleged action in an official capacity as a director, officer, secretary, employee, trustee, agent, or fiduciary or in any other capacity while serving as a director, officer, secretary, employee, trustee, agent, or fiduciary.

(h) Independent Counsel: the meaning specified in Section 3.

(i) Proceeding: any threatened, pending, or completed action, suit, litigation, proceeding or arbitration or any alternative dispute resolution mechanism (including an action by or in the right of Mallinckrodt plc), or any inquiry, hearing, tribunal or investigation, whether conducted by Mallinckrodt plc or any other party, that Indemnitee in good faith believes might lead to the institution of any such action, suit, litigation, proceeding or arbitration, whether civil, criminal, administrative, investigative, or other, or otherwise might give rise to adverse consequences or findings in respect of the Indemnitee.

(j) Reviewing Party: the meaning specified in Section 3.

(k) Voting Shares: shares of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors (or similar function) of an Enterprise.

2. Agreement to Indemnify.

(a) General Agreement. In the event Indemnitee was, is, or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Proceeding in whole or in part by reason of (or arising in whole or in part out of) an Indemnifiable Event, Mallinckrodt plc shall indemnify Indemnitee from and against any and all Expenses to the fullest extent permitted by law, as the same exists or may hereafter be amended or interpreted (but in the case of any such amendment or interpretation, only to the extent that such amendment or interpretation permits Mallinckrodt plc to provide broader indemnification rights than were permitted prior thereto). The parties hereto intend that this Agreement shall provide for indemnification that is not subject to the restrictions for the indemnification of directors or secretaries under Irish law.

(b) Initiation of Proceeding. Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification pursuant to this Agreement in connection with any Proceeding initiated by Indemnitee against Mallinckrodt plc or any of its subsidiaries or any director, officer or employee of Mallinckrodt plc or any of its subsidiaries unless (i) Mallinckrodt plc has joined in or the Board has consented to the initiation of such Proceeding; (ii) the Proceeding is one to enforce indemnification rights under Section 4; or (iii) the Proceeding is instituted after a Change in Control and Independent Counsel has approved its initiation.

(c) Expense Advances. If so requested by Indemnitee, Mallinckrodt plc shall advance (within five business days of such request) any and all Expenses to Indemnitee (an "Expense Advance"); *provided* that, (i) such Expense Advance shall be made only upon delivery to Mallinckrodt plc of an undertaking by or on behalf of the Indemnitee to repay the amount thereof if and to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by Mallinckrodt plc, (ii) Mallinckrodt plc shall not (unless a court of competent jurisdiction shall determine otherwise) be required to make an Expense Advance if and to the extent that the Reviewing Party (as defined below) has

determined that Indemnitee is not permitted to be indemnified by Mallinckrodt plc under applicable law, and (iii) if and to the extent that the Reviewing Party determines after payment of one or more Expense Advances that Indemnitee would not be permitted to be so indemnified by Mallinckrodt plc under applicable law, Mallinckrodt plc shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse Mallinckrodt plc) for all such amounts theretofore paid. If Indemnitee has commenced or commences any action, suit, litigation or proceeding in a court of competent jurisdiction or commences arbitration to secure a determination that Indemnitee is entitled to indemnification or Expense Advance, as provided in Section 4, any determination made by the Reviewing Party that Indemnitee would not be permitted to be indemnified by Mallinckrodt plc under applicable law shall not be binding, and Indemnitee shall not be required to reimburse Mallinckrodt plc for any Expense Advance until a final determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or have lapsed). Indemnitee's obligation to reimburse Mallinckrodt plc for Expense Advances shall be unsecured and no interest shall be charged thereon.

(d) Mandatory Indemnification. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any Proceeding relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter therein, Indemnitee shall be indemnified by Mallinckrodt plc hereunder against all Expenses incurred in connection therewith.

(e) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by Mallinckrodt plc for some or a portion of Expenses, but not, however, for the total amount thereof, Mallinckrodt plc shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

(f) Prohibited Indemnification. No indemnification pursuant to this Agreement shall be paid by Mallinckrodt plc:

(i) on account of any Proceeding in which a final and non-appealable judgment is rendered against Indemnitee for an accounting of profits made from the purchase or sale by Indemnitee of securities of Mallinckrodt plc pursuant to the provisions of Section 16(b) of the Exchange Act or similar provisions of any federal, state, or local laws;

(ii) if a court of competent jurisdiction by a final and non-appealable judgment shall determine that such indemnification by Mallinckrodt plc is not permitted under applicable law;

(iii) on account of any Proceeding relating to an Indemnifiable Event as to which the Indemnitee has been convicted of a crime constituting a felony under the laws of the jurisdiction where the criminal action had been brought (or, where a jurisdiction does not classify any crime as a felony, a crime for which Indemnitee is sentenced to death or imprisonment for a term exceeding one year); or

(iv) on account of any Proceeding brought by Mallinckrodt plc or any of its subsidiaries against Indemnitee.

3. Reviewing Party. Prior to any Change in Control, the reviewing party (the "Reviewing Party") shall be any appropriate person or body consisting of a member or members of the Board or any other person or body appointed by the Board who is not a party to the particular Proceeding

with respect to which Indemnitee is seeking indemnification; after a Change in Control, the Independent Counsel referred to below shall become the Reviewing Party. With respect to all matters arising after a Change in Control concerning the rights of Indemnitee to indemnity payments and Expense Advances under this Agreement or any other agreement to which Mallinckrodt plc or any of its Affiliates is a party, Mallinckrodt plc's Articles of Association or applicable law, in each case as now or hereafter in effect relating to indemnification for Indemnifiable Events, Mallinckrodt plc shall seek legal advice only from independent counsel ("Independent Counsel") selected by Indemnitee and approved by Mallinckrodt plc (which approval shall not be unreasonably withheld), and who has not otherwise performed services for Mallinckrodt plc or the Indemnitee (other than in connection with indemnification matters) within the five years prior to such appointment. The Independent Counsel shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing Mallinckrodt plc or Indemnitee in an action, suit, litigation, proceeding or arbitration to determine Indemnitee's rights under this Agreement. Such counsel, among other things, shall render its written opinion to Mallinckrodt plc and Indemnitee as to whether and to what extent the Indemnitee should be permitted to be indemnified under applicable law. In doing so, the Independent Counsel may consult with (and rely upon) counsel in any appropriate jurisdiction who would qualify as Independent Counsel ("Local Counsel"). Mallinckrodt plc agrees to pay the reasonable fees of the Independent Counsel and the Local Counsel and to indemnify fully such counsel against any and all expenses (including attorneys' fees), claims, liabilities, loss, and damages arising out of or relating to this Agreement or the engagement of Independent Counsel or the Local Counsel pursuant hereto.

4. Indemnification Process and Appeal.

(a) Indemnification Payment. Indemnitee shall be entitled to indemnification of Expenses, and shall receive payment thereof, from Mallinckrodt plc in accordance with this Agreement as soon as practicable after Indemnitee has made written demand on Mallinckrodt plc for indemnification, unless the Reviewing Party has given a written opinion to Mallinckrodt plc that Indemnitee is not entitled to indemnification under applicable law.

(b) Adjudication or Arbitration. (i) Regardless of any action by the Reviewing Party, if Indemnitee has not received in full the requested indemnification or Expense Advance within thirty days after making a demand or request in accordance with Section 4(a) or Section 2(c), as applicable (a "Nonpayment"), Indemnitee shall have the right to enforce its rights thereto under this Agreement by commencing litigation (at the Indemnitee's option) in any court located in the State of Delaware (a "Delaware Court") or any court located in Ireland (an "Irish Court"), in each case, having subject matter jurisdiction thereof seeking an initial determination by the court or by challenging any determination by the Reviewing Party or any aspect thereof. Any determination by the Reviewing Party not challenged by Indemnitee in any such litigation shall be binding on Mallinckrodt plc and Indemnitee. The remedy provided for in this Section 4 shall be in addition to any other remedies available to Indemnitee at law or in equity. Mallinckrodt plc and Indemnitee hereby irrevocably and unconditionally (A) consent to submit to the non-exclusive jurisdiction of all Delaware Courts and Irish Courts for purposes of any action, suit, litigation, proceeding or arbitration arising out of or in connection with this Agreement, (B) waive any objection to the laying of venue of any such action, suit, litigation, proceeding or arbitration in any Delaware Court and any Irish Court, and (C) waive, and agree not to plead or to make, any claim that any such action, suit, litigation, proceeding or arbitration brought in any Delaware Court and any Irish Court has been brought in an improper or inconvenient forum. For the avoidance of doubt, nothing in this Agreement shall limit any right Indemnitee may have under applicable law to bring any action, suit, litigation, proceeding or arbitration in any other court.

ii. Alternatively, in the case of a Nonpayment, Indemnitee, at his or her option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

iii. In the event that a determination shall have been made pursuant to Section 4(a) or 2(c), of this Agreement that Indemnitee is not entitled to indemnification or Expense Advance, any action, suit, litigation, proceeding or arbitration commenced pursuant to this Section 4(b) shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 4(b), Mallinckrodt plc shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be. If Indemnitee an action, suit, litigation, proceeding or arbitration pursuant to this Section 4(b), Indemnitee shall not be required to reimburse Mallinckrodt plc for any advances pursuant to Section 2(c) until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

iv. In the event that Indemnitee, pursuant to this Section 4(b), seeks a judicial adjudication of or an award in arbitration to enforce his or her rights under, or to recover damages for breach of, this Agreement, and it is determined in said judicial adjudication or arbitration that Indemnitee is entitled to receive all or any part of the indemnification or advancement of Expenses sought, Indemnitee shall be entitled to recover from Mallinckrodt plc, and shall be indemnified by Mallinckrodt plc against, any and all Expenses actually and reasonably incurred by Indemnitee in connection with such judicial adjudication or arbitration.

(c) Defense to Indemnification, Burden of Proof and Presumptions. (i) It shall be a defense to any action, suit, litigation, proceeding or arbitration brought by Indemnitee against Mallinckrodt plc to enforce this Agreement that it is not permissible under applicable law for Mallinckrodt plc to indemnify Indemnitee for the amount claimed.

ii. In connection with any action, suit, litigation, proceeding or arbitration or any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified hereunder, the burden of proving such a defense or determination shall be on Mallinckrodt plc.

iii. Neither the failure of the Reviewing Party to have made a determination prior to the commencement of such action, suit, litigation, proceeding or arbitration by Indemnitee that indemnification of the Indemnitee is proper under the circumstances because Indemnitee has met the standard of conduct set forth in applicable law, nor an actual determination by the Reviewing Party that the Indemnitee had not met such applicable standard of conduct, shall, of itself, be a defense to the action, suit, litigation, proceeding or arbitration or create a presumption that the Indemnitee has not met the applicable standard of conduct.

iv. For purposes of this Agreement, to the fullest extent permitted by law, the termination of any claim, action, suit, litigation, proceeding or arbitration, by judgment, order, settlement (whether with or without court approval), conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that Indemnitee

did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

v. For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of any Enterprise, including financial statements, or on information supplied to Indemnitee by the management of such Enterprise in the course of their duties, or on the advice of legal counsel for such Enterprise or on information or records given or reports made to such Enterprise by an independent certified public accountant or by an appraiser or other expert selected by such Enterprise. The provisions of this Section 4(c)(v) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed or found to have met the applicable standard of conduct set forth in applicable law.

vi. The knowledge and/or actions, or failure to act, of any other director, trustee, partner, managing member, fiduciary, officer, agent or employee of any Enterprise shall not be imputed to Indemnitee for purposes of determining any right to indemnification under this Agreement.

vii. Mallinckrodt plc shall be precluded from asserting in any action, suit, litigation, proceeding or arbitration commenced pursuant to this Agreement that the procedures or presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any court or before any arbitrator that Mallinckrodt plc is bound by all the provisions of this Agreement.

5. Indemnification for Expenses Incurred in Enforcing Rights. In addition to Indemnitee's rights under Section 4(b)(iv), Mallinckrodt plc shall indemnify Indemnitee against any and all Expenses that are incurred by Indemnitee in connection with any Proceeding brought by Indemnitee:

(a) for indemnification or advance payment of Expenses under any agreement to which Mallinckrodt plc or any of its Affiliates is a party (other than this Agreement) or under applicable law, Mallinckrodt plc's Articles of Association, in each case now or hereafter in effect, relating to indemnification or advance payment of Expenses for Indemnifiable Events, and/or

(b) for recovery under directors' and officers' liability insurance policies maintained by Mallinckrodt plc,

but, in either case, only in the event that Indemnitee ultimately is determined to be entitled to such indemnification or expense advance or insurance recovery, as the case may be. In addition, Mallinckrodt plc shall, if so requested by Indemnitee, advance the foregoing Expenses and any Expenses incurred in any Proceeding brought pursuant to Section 4 to Indemnitee, subject to and in accordance with Section 2(c).

6. Notification and Defense of Proceeding.

(a) Notice. Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee shall, if a claim in respect thereof is to be made against Mallinckrodt plc under this Agreement, notify Mallinckrodt plc of the commencement thereof; but the

omission so to notify Mallinckrodt plc will not relieve Mallinckrodt plc from any liability that it may have to Indemnitee, except as provided in Section 6(c).

(b) Defense. With respect to any Proceeding as to which Indemnitee notifies Mallinckrodt plc of the commencement thereof, Mallinckrodt plc will be entitled to participate in the Proceeding at its own expense and except as otherwise provided below, to the extent Mallinckrodt plc so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnitee. After notice from Mallinckrodt plc to Indemnitee of its election to assume the defense of any Proceeding, Mallinckrodt plc shall not be liable to Indemnitee under this Agreement or otherwise for any Expenses subsequently incurred by Indemnitee in connection with the defense of such Proceeding other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ legal counsel in such Proceeding, but all Expenses related thereto incurred after notice from Mallinckrodt plc of its assumption of the defense shall be at Indemnitee's expense unless: (i) the employment of legal counsel by Indemnitee has been authorized by Mallinckrodt plc, (ii) Indemnitee has reasonably determined that there may be a conflict of interest between Indemnitee and Mallinckrodt plc in the defense of the Proceeding, (iii) after a Change in Control, the employment of counsel by Indemnitee has been approved by the Independent Counsel, or (iv) Mallinckrodt plc shall not in fact have employed counsel to assume the defense of such Proceeding, in each of which cases all Expenses of the Proceeding shall be borne by Mallinckrodt plc. Mallinckrodt plc shall not be entitled to assume the defense of any Proceeding (x) brought by or on behalf of Mallinckrodt plc, (y) as to which Indemnitee shall have made the determination provided for in clause (ii) of this Section 6(b) or (z) after a Change in Control (it being specified, for the avoidance of doubt, that Mallinckrodt plc may assume defense of any such Proceeding described in this sentence with Indemnitee's consent, *provided* that any such consent shall not affect the rights of Indemnitee under the foregoing provisions of this Section 6(b)).

(c) Settlement of Claims. Mallinckrodt plc shall not be liable to indemnify Indemnitee under this Agreement or otherwise for any amounts paid in settlement of any Proceeding effected without Mallinckrodt plc's written consent, such consent not to be unreasonably withheld; *provided, however*, that if a Change in Control has occurred, Mallinckrodt plc shall be liable for indemnification of Indemnitee for amounts paid in settlement if the Independent Counsel has approved the settlement. Mallinckrodt plc shall not settle any Proceeding in any manner that would impose any liability, penalty or limitation on Indemnitee without Indemnitee's written consent. Mallinckrodt plc shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial award if Mallinckrodt plc was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such Proceeding. Mallinckrodt plc's liability hereunder shall not be excused if assumption of the defense of the Proceeding by Mallinckrodt plc was barred by this Agreement.

7. Establishment of Trust. In the event of a Change in Control, Mallinckrodt plc shall, upon written request by Indemnitee, create a trust for the benefit of the Indemnitee (the "Trust") and from time to time upon written request of Indemnitee shall fund the Trust in an amount sufficient to satisfy any and all Expenses reasonably anticipated at the time of each such request (a) to be incurred in connection with investigating, preparing for, participating in, and/or defending any Proceeding relating to an Indemnifiable Event and (b) to be indemnifiable pursuant to this Agreement. The amount or amounts to be deposited in the Trust pursuant to the foregoing funding obligation shall be determined by the Independent Counsel. The terms of the Trust shall provide that (i) the Trust shall not be revoked or the principal thereof invaded without the written consent of the Indemnitee, (ii) the Trustee (as defined below) shall advance, within five business days of a request by the Indemnitee, any and all Expenses to the Indemnitee on the same terms and conditions as provided in Section 2(c) (and the Indemnitee hereby agrees to reimburse the Trust under the same circumstances for which the Indemnitee would be required

to reimburse Mallinckrodt plc under Section 2(c)), (iii) the Trust shall continue to be funded by Mallinckrodt plc in accordance with the funding obligation set forth above, (iv) the Trustee shall promptly pay to the Indemnitee all amounts for which the Indemnitee shall be entitled to indemnification pursuant to this Agreement, and (v) all unexpended funds in the Trust shall revert to Mallinckrodt plc upon a final determination by the Independent Counsel or a court of competent jurisdiction, as the case may be, that the Indemnitee has been fully indemnified under the terms of this Agreement. The trustee of the Trust (the "Trustee") shall be chosen by the Indemnitee. Nothing in this Section 7 shall relieve Mallinckrodt plc of any of its obligations under this Agreement. All income earned on the assets held in the Trust shall be reported as income by Mallinckrodt plc for federal, state, local, and foreign tax purposes. Mallinckrodt plc shall pay all costs of establishing and maintaining the Trust and shall indemnify the Trustee against any and all expenses (including attorney's fees), claims, liabilities, loss, and damages arising out of or relating to this Agreement or the establishment and maintenance of the Trust.

8. Non-Exclusivity. The rights of Indemnitee hereunder shall be in addition to any other rights Indemnitee may have under Mallinckrodt plc's Articles of Association, applicable law or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification than would be afforded currently under Mallinckrodt plc's Articles of Association, applicable law or this Agreement, it is the intent of the parties that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change. The assertion or employment of any right hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right.

9. Liability Insurance. For so long as Indemnitee has indemnification rights hereunder, Mallinckrodt plc shall maintain or cause to be maintained an insurance policy or policies providing general and/or directors' and officers' liability insurance covering Indemnitee, in accordance with the terms of such policy or policies, to the maximum extent of the coverage available for any director, officer, secretary or employee, as applicable, of Mallinckrodt plc, provided and to the extent that such insurance is available on a commercially reasonable basis.

10. Continuation of Contractual Indemnity or Period of Limitations. All agreements and obligations of Mallinckrodt plc contained herein shall continue for so long as Indemnitee shall be subject to, or involved in, any Proceeding for which indemnification is provided pursuant to this Agreement. Notwithstanding the foregoing, no Proceeding shall be brought and no cause of action shall be asserted by or on behalf of Mallinckrodt plc or any Affiliate of Mallinckrodt plc against Indemnitee, Indemnitee's spouse, heirs, executors, or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, or such longer period as may be required by the laws of Ireland under the circumstances. Any claim or cause of action of Mallinckrodt plc or its Affiliate shall be extinguished and deemed released unless asserted by the timely filing and notice of a legal action within such period; *provided, however*, that if any shorter period of limitations is otherwise applicable to any such cause of action, the shorter period shall govern.

11. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever (other than pursuant to the terms hereof), Mallinckrodt plc, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim, including, without limitation, claims for contribution that may be brought against Indemnitee by directors, officer, employees or agents of the Company (other than Indemnitee) who may be jointly liable with Indemnitee, relating to an Indemnifiable Event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits

received by Mallinckrodt plc, on one hand, and Indemnitee, on the other hand, as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of Mallinckrodt plc (and its directors, officers, employees and agents), on one hand, and Indemnitee, on the other hand, in connection with such event(s) and/or transaction(s).

12. Amendment of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall operate as a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

13. Subrogation. In the event of payment under this Agreement to Indemnitee, Mallinckrodt plc shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable Mallinckrodt plc effectively to bring suit to enforce such rights.

14. No Duplication of Payments. Mallinckrodt plc shall not be liable under this Agreement to make any payment in connection with any claim made by Indemnitee to the extent Indemnitee has otherwise received payment (under any insurance policy, Mallinckrodt plc's Articles of Association or otherwise) of the amounts otherwise indemnifiable hereunder.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of Mallinckrodt plc), assigns, spouses, heirs, and personal and legal representatives. Mallinckrodt plc shall require and cause any successor thereof (whether direct or indirect by purchase, merger, consolidation, or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of Mallinckrodt plc, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that Mallinckrodt plc would be required to perform if no such succession had taken place. The indemnification provided under this Agreement shall continue as to Indemnitee for any action taken or not taken while serving in an indemnified capacity pertaining to an Indemnifiable Event even though he or she may have ceased to serve in such capacity at the time of any Proceeding or is deceased and shall inure to the benefit of the heirs, executors, administrators, legatees and assigns of such a person.

16. Severability. If any provision (or portion thereof) of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void, or otherwise unenforceable that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of Ireland applicable to contracts made and to be performed in Ireland without giving effects to its principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

18. Notices. All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, postage prepaid, certified or registered mail, return receipt requested, and addressed to Mallinckrodt plc at:

Mallinckrodt plc
3 Lotus Park
The Causeway
Staines-Upon-Thames, Surrey TW18 3AG
United Kingdom
Attn: General Counsel
Facsimile: +352-266-379-92

and

Mallinckrodt plc
675 James S. McDonnell Blvd.
Hazelwood, MO 63042
Attn: General Counsel
Facsimile: 314-654-5366

And to Indemnitee at:

[To be added]

Notice of change of address shall be effective only when given in accordance with this Section 18. All notices complying with this Section 18 shall be deemed to have been received on the date of hand delivery or on the third business day after mailing.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Deed of Indemnification as a deed with the intention that it be delivered on the date first written above.

GIVEN under the common seal of
MALLINCKRODT PUBLIC LIMITED COMPANY
and **DELIVERED** as a **DEED**

Stephanie D. Miller
Duly Authorised Signatory

SIGNED AND DELIVERED as a deed
by _____
in the presence of:

Witness

Name of Witness:

Address of Witness:

Occupation of Witness:

[Signature page to Deed of Indemnification]

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "Agreement"), dated as of _____, is made by and among Sucampo Pharmaceuticals, Inc., a Delaware corporation ("Sucampo"), _____ ("Indemnitee") and, solely for purposes of Section 19, Mallinckrodt Brand Pharmaceuticals, Inc., a Delaware corporation ("Brand Pharma").

WHEREAS, each of Sucampo and Brand Pharma is a wholly owned subsidiary of Mallinckrodt plc, a public limited company incorporated in Ireland;

WHEREAS, prior to the date hereof, Brand Pharma and Indemnitee entered into an indemnification agreement (the "Prior Agreement"), which the parties intend to be superseded and replaced by this Agreement;

WHEREAS, it is essential to Sucampo and Mallinckrodt plc that Mallinckrodt plc retain and attract as directors and secretary the most capable persons available;

WHEREAS, Sucampo has requested that the Indemnitee serve as a director, officer, secretary or employee of Mallinckrodt plc, and, if requested to do so by Sucampo, as a director, officer, secretary, employee, trustee, agent, or fiduciary of another foreign or domestic corporation, partnership, limited liability company, joint venture, employee benefit plan, trust, or other Enterprise; and

WHEREAS, each of Mallinckrodt plc, Sucampo and Indemnitee recognize the increased risk of litigation and other claims currently being asserted against directors and officers of companies;

WHEREAS, due to restrictions imposed by Irish law, the Articles of Association of Mallinckrodt plc do not confer indemnification and advancement rights on its directors and secretary as broad as the indemnification and advancement rights that are customarily provided to the directors and secretary of a company organized under the laws of a U.S. state;

WHEREAS, in recognition of Indemnitee's need for (i) substantial protection against personal liability, (ii) specific contractual assurance that such protection will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of Mallinckrodt plc's Articles of Association, the certificate of incorporation or bylaws of Sucampo (collectively, the "Sucampo Organizational Documents") or any change in the composition of Mallinckrodt plc's Board of Directors or acquisition transaction relating to Mallinckrodt plc), Sucampo wishes to provide in this Agreement for the indemnification by Sucampo of and the advancing by Sucampo of expenses to Indemnitee as set forth in this Agreement;

NOW, THEREFORE, in consideration of the above premises and of Indemnitee continuing to serve Mallinckrodt plc directly or, at Sucampo's request, with another Enterprise, and intending to be legally bound hereby, the parties agree as follows:

1. Certain Definitions.

(a) Affiliate: any corporation or other person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

(b) Board: the Board of Directors of Mallinckrodt plc.

(c) Change in Control: shall be deemed to have occurred if:

(i) any “person,” as such term is used in Sections 3(a)(9) and 13(d) of the Exchange Act, becomes a “beneficial owner,” as such term is used in Rule 13d-3 promulgated under the Exchange Act, of 50% or more of the Voting Shares (as defined below) of Mallinckrodt plc;

(ii) the majority of the Board consists of individuals other than Incumbent Directors, which term means the members of the Board as of the date hereof, *provided* that any person becoming a director after the date hereof whose election or nomination for election was supported by at least three-quarters of the directors who immediately prior to such election or nomination for election comprised the Incumbent Directors shall be considered to be an Incumbent Director;

(iii) Mallinckrodt plc adopts any plan of liquidation providing for the distribution of all or substantially all of its assets;

(iv) all or substantially all of the assets or business of Mallinckrodt plc is disposed of pursuant to a merger, consolidation or other transaction (unless the shareholders of Mallinckrodt plc immediately prior to such a merger, consolidation or other transaction beneficially own, directly or indirectly, in substantially the same proportion as they owned the Voting Shares of Mallinckrodt plc immediately prior to such transaction, all of the Voting Shares or other ownership interests of the entity or entities, if any, that acquire all or substantially all of the assets of, or succeed to the business of, Mallinckrodt plc as a result of such transaction); or

(v) Mallinckrodt plc combines with another entity and is the surviving entity but, immediately after the combination, the shareholders of Mallinckrodt plc immediately prior to the combination hold, directly or indirectly, 50% or less of the Voting Shares of the combined entity (there being excluded from the number of shares held by such shareholders, but not from the Voting Shares of the combined entity, any shares received by Affiliates of such other entity in exchange for shares of such other entity),

provided, however, that any occurrence that would, in the absence of this proviso, otherwise constitute a Change in Control pursuant to any of clause (i), (iii), (iv) or (v) of this Section 1(c), shall not constitute a Change in Control if such occurrence is approved in advance by a majority of the directors on the Board immediately prior to such occurrence.

(d) Enterprise: Mallinckrodt plc and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise of which Indemnitee is or was serving at the request of Brand Pharma or Sucampo as a director, officer, secretary, trustee, general partner, managing member, fiduciary, board of directors’ committee member, employee or agent.

(e) Exchange Act: the U.S. Securities Exchange Act of 1934, as amended.

(f) Expenses: any expense, liability, or loss, including attorneys' fees, judgments, fines, ERISA excise taxes and penalties, amounts paid or to be paid in settlement, any interest, assessments, or other charges imposed thereon, any federal, state, local, or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement, and all other costs and obligations, paid or incurred in connection with investigating, defending, prosecuting (subject to Section 2(b)), being a witness in, participating in (including on appeal), or preparing for any of the foregoing in, any Proceeding relating to any Indemnifiable Event. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent.

(g) Indemnifiable Event: any event or occurrence that took or takes place either prior to or after the execution of this Agreement, related to the fact that Indemnitee is or was a director, officer, secretary or employee of Mallinckrodt plc, or while a director or secretary of Mallinckrodt plc is or was serving at the request of Brand Pharma or Sucampo as a director, officer, secretary, employee, trustee, agent, or fiduciary of another foreign or domestic corporation, partnership, limited liability company, joint venture, employee benefit plan, trust, or other Enterprise, or related to anything done or not done by Indemnitee in any such capacity, whether or not the basis of the Proceeding is alleged action in an official capacity as a director, officer, secretary, employee, trustee, agent, or fiduciary or in any other capacity while serving as a director, officer, secretary, employee, trustee, agent, or fiduciary.

(h) Independent Counsel: the meaning specified in Section 3.

(i) Proceeding: any threatened, pending, or completed action, suit, litigation, proceeding or arbitration or any alternative dispute resolution mechanism (including an action by or in the right of Mallinckrodt plc), or any inquiry, hearing, tribunal or investigation, whether conducted by Mallinckrodt plc or any other party, that Indemnitee in good faith believes might lead to the institution of any such action, suit, litigation, proceeding or arbitration, whether civil, criminal, administrative, investigative, or other, or otherwise might give rise to adverse consequences or findings in respect of the Indemnitee.

(j) Reviewing Party: the meaning specified in Section 3.

(k) Voting Shares: shares of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors (or similar function) of an Enterprise.

2. Agreement to Indemnify.

(a) General Agreement. In the event Indemnitee was, is, or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Proceeding in whole or in part by reason of (or arising in whole or in part out of) an Indemnifiable Event, Sucampo shall indemnify Indemnitee from and against any and all Expenses to the fullest extent permitted by law, as the same exists or may hereafter be amended or interpreted (but in the case of any such amendment or interpretation, only to the extent that such amendment or interpretation permits Sucampo to provide broader indemnification rights than were permitted prior thereto). The parties hereto intend that this Agreement shall provide for indemnification in excess of that expressly permitted by Mallinckrodt plc's Articles of Association, the separate deed of indemnification which Indemnitee has with Mallinckrodt plc, the Sucampo Organizational Documents or applicable law.

(b) Initiation of Proceeding. Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification pursuant to this Agreement in connection with any Proceeding initiated by Indemnitee against Mallinckrodt plc or any of its subsidiaries or any director, officer or employee of Mallinckrodt plc or any of its subsidiaries unless (i) Mallinckrodt plc has joined in or the Board has consented to the initiation of such Proceeding; (ii) the Proceeding is one to enforce indemnification rights under Section 4; or (iii) the Proceeding is instituted after a Change in Control and Independent Counsel has approved its initiation.

(c) Expense Advances. If so requested by Indemnitee, Sucampo shall advance (within five business days of such request) any and all Expenses to Indemnitee (an "Expense Advance"); *provided* that, (i) such Expense Advance shall be made only upon delivery to Sucampo of an undertaking by or on behalf of the Indemnitee to repay the amount thereof if and to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by Sucampo, (ii) Sucampo shall not (unless a court of competent jurisdiction shall determine otherwise) be required to make an Expense Advance if and to the extent that the Reviewing Party (as defined below) has determined that Indemnitee is not permitted to be indemnified by Sucampo under applicable law, and (iii) if and to the extent that the Reviewing Party determines after payment of one or more Expense Advances that Indemnitee would not be permitted to be so indemnified by Sucampo under applicable law, Sucampo shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse Sucampo) for all such amounts theretofore paid. If Indemnitee has commenced or commences any action, suit, litigation or proceeding in a court of competent jurisdiction or commences arbitration to secure a determination that Indemnitee is entitled to indemnification or Expense Advance, as provided in Section 4, any determination made by the Reviewing Party that Indemnitee would not be permitted to be indemnified by Sucampo under applicable law shall not be binding, and Indemnitee shall not be required to reimburse Sucampo for any Expense Advance until a final determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or have lapsed). Indemnitee's obligation to reimburse Sucampo for Expense Advances shall be unsecured and no interest shall be charged thereon.

(d) Mandatory Indemnification. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any Proceeding relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter therein, Indemnitee shall be indemnified by Sucampo hereunder against all Expenses incurred in connection therewith.

(e) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by Sucampo for some or a portion of Expenses, but not, however, for the total amount thereof, Sucampo shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

(f) Prohibited Indemnification. No indemnification pursuant to this Agreement shall be paid by Sucampo:

(i) on account of any Proceeding in which a final and non-appealable judgment is rendered against Indemnitee for an accounting of profits made from the purchase or sale by Indemnitee of securities of Mallinckrodt plc pursuant to the provisions of Section 16(b) of the Exchange Act or similar provisions of any federal, state, or local laws;

(ii) if a court of competent jurisdiction by a final and non-appealable judgment shall determine that such indemnification by Sucampo is not permitted under applicable law;

(iii) on account of any Proceeding relating to an Indemnifiable Event as to which the Indemnitee has been convicted of a crime constituting a felony under the laws of the jurisdiction where the criminal action had been brought (or, where a jurisdiction does not classify any crime as a felony, a crime for which Indemnitee is sentenced to death or imprisonment for a term exceeding one year); or

(iv) on account of any Proceeding brought by Mallinckrodt plc or any of its subsidiaries against Indemnitee.

3. Reviewing Party; Exhaustion of Remedies.

(a) Prior to any Change in Control, the reviewing party (the “Reviewing Party”) shall be any appropriate person or body consisting of a member or members of the Board or any other person or body appointed by the Board who is not a party to the particular Proceeding with respect to which Indemnitee is seeking indemnification; after a Change in Control, the Independent Counsel referred to below shall become the Reviewing Party. With respect to all matters arising after a Change in Control concerning the rights of Indemnitee to indemnity payments and Expense Advances under this Agreement, the separate deed of indemnification which Indemnitee has with Mallinckrodt plc or any other agreement to which Mallinckrodt plc or any of its Affiliates is a party, Mallinckrodt plc’s Articles of Association, the Sucampo Organizational Documents or applicable law, in each case as now or hereafter in effect relating to indemnification for Indemnifiable Events, Mallinckrodt plc and Sucampo shall seek legal advice only from independent counsel (“Independent Counsel”) selected by Indemnitee and approved by Mallinckrodt plc (which approval shall not be unreasonably withheld), and who has not otherwise performed services for Mallinckrodt plc, Sucampo or the Indemnitee (other than in connection with indemnification matters) within the five years prior to such appointment. The Independent Counsel shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing Mallinckrodt plc, Sucampo or Indemnitee in an action, suit, litigation, proceeding or arbitration to determine Indemnitee’s rights under this Agreement. Such counsel, among other things, shall render its written opinion to Mallinckrodt plc, Sucampo and Indemnitee as to whether and to what extent the Indemnitee should be permitted to be indemnified under applicable law. In doing so, the Independent Counsel may consult with (and rely upon) counsel in any appropriate jurisdiction who would qualify as Independent Counsel (“Local Counsel”). Sucampo agrees to pay the reasonable fees of the Independent Counsel and the Local Counsel and to indemnify fully such counsel against any and all expenses (including attorneys’ fees), claims, liabilities, loss, and damages arising out of or relating to this Agreement or the engagement of Independent Counsel or the Local Counsel pursuant hereto.

(b) Prior to making written demand on Sucampo for indemnification pursuant to Section 4(a) or making a request for Expense Advance pursuant to Section 2(c), Indemnitee shall (i) seek such indemnification or Expense Advance, as applicable, under any applicable insurance policy of Mallinckrodt plc or any of its subsidiaries and (ii) request that Mallinckrodt plc consider in its discretion whether to make such indemnification or Expense Advance, as applicable. Upon any such request by Indemnitee of Mallinckrodt plc, Mallinckrodt plc shall consider whether to make such indemnification or Expense Advance, as applicable, based on the facts and circumstances related to the request. Mallinckrodt plc may require, as a condition to making any indemnification or Expense Advance, as applicable, that Indemnitee enter into an agreement providing for such indemnification or Expense Advance, as

applicable, to be made subject to substantially the same terms and conditions applicable to an indemnification or Expense Advance, as applicable, by Sucampo hereunder (including, without limitation, conditioning any Expense Advance upon delivery to Mallinckrodt plc of an undertaking of the type described in clause (i) of the proviso to Section 2(c)). In the event indemnification or Expense Advance, as applicable, is not received pursuant to such an insurance policy, or from Mallinckrodt plc, within five business days of the later of Indemnatee's request of the applicable insurer and Indemnatee's request of Mallinckrodt plc as provided in the first sentence of this Section 3(b), Indemnatee may make written demand on Sucampo for indemnification pursuant to Section 4(a) or make a request for Expense Advance pursuant to Section 2(c), as applicable.

4. Indemnification Process and Appeal.

(a) Indemnification Payment. Indemnatee shall be entitled to indemnification of Expenses, and shall receive payment thereof, from Sucampo in accordance with this Agreement as soon as practicable after Indemnatee has made written demand on Sucampo for indemnification, unless the Reviewing Party has given a written opinion to Sucampo that Indemnatee is not entitled to indemnification under applicable law.

(b) Adjudication or Arbitration. (i) Regardless of any action by the Reviewing Party, if Indemnatee has not received in full the requested indemnification or Expense Advance within thirty days after making a demand or request in accordance with Section 4(a) or Section 2(c), as applicable (a "Nonpayment"), Indemnatee shall have the right to enforce its rights thereto under this Agreement by commencing litigation in any federal or state court located in the State of Delaware (a "Delaware Court") having subject matter jurisdiction thereof seeking an initial determination by the court or by challenging any determination by the Reviewing Party or any aspect thereof. Any determination by the Reviewing Party not challenged by Indemnatee in any such litigation shall be binding on Mallinckrodt plc, Sucampo and Indemnatee. The remedy provided for in this Section 4 shall be in addition to any other remedies available to Indemnatee at law or in equity. Mallinckrodt plc, Sucampo and Indemnatee hereby irrevocably and unconditionally (A) consent to submit to the non-exclusive jurisdiction of all Delaware Courts for purposes of any action, suit, litigation, proceeding or arbitration arising out of or in connection with this Agreement, (B) waive any objection to the laying of venue of any such action, suit, litigation, proceeding or arbitration in any Delaware Court, and (C) waive, and agree not to plead or to make, any claim that any such action, suit, litigation, proceeding or arbitration brought in any Delaware Court has been brought in an improper or inconvenient forum. For the avoidance of doubt, nothing in this Agreement shall limit any right Indemnatee may have under applicable law to bring any action, suit, litigation, proceeding or arbitration in any other court.

ii. Alternatively, in the case of a Nonpayment, Indemnatee, at his or her option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

iii. In the event that a determination shall have been made pursuant to Section 4(a) or 2(c) of this Agreement that Indemnatee is not entitled to indemnification or Expense Advance, any action, suit, litigation, proceeding or arbitration commenced pursuant to this Section 4(b) shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnatee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 4(b), Sucampo shall have the burden of proving Indemnatee is not entitled to indemnification or advancement of Expenses, as the case may be. If Indemnatee an action,

suit, litigation, proceeding or arbitration pursuant to this Section 4(b), Indemnitee shall not be required to reimburse Sucampo for any advances pursuant to Section 2(c) until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

iv. In the event that Indemnitee, pursuant to this Section 4(b), seeks a judicial adjudication of or an award in arbitration to enforce his or her rights under, or to recover damages for breach of, this Agreement, and it is determined in said judicial adjudication or arbitration that Indemnitee is entitled to receive all or any part of the indemnification or advancement of Expenses sought, Indemnitee shall be entitled to recover from Sucampo, and shall be indemnified by Sucampo against, any and all Expenses actually and reasonably incurred by Indemnitee in connection with such judicial adjudication or arbitration.

(c) Defense to Indemnification, Burden of Proof and Presumptions. (i) It shall be a defense to any action, suit, litigation, proceeding or arbitration brought by Indemnitee against Sucampo to enforce this Agreement that it is not permissible under applicable law for Sucampo to indemnify Indemnitee for the amount claimed.

ii. In connection with any action, suit, litigation, proceeding or arbitration or any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified hereunder, the burden of proving such a defense or determination shall be on Sucampo.

iii. Neither the failure of the Reviewing Party to have made a determination prior to the commencement of such action, suit, litigation, proceeding or arbitration by Indemnitee that indemnification of the Indemnitee is proper under the circumstances because Indemnitee has met the standard of conduct set forth in applicable law, nor an actual determination by the Reviewing Party that the Indemnitee had not met such applicable standard of conduct, shall, of itself, be a defense to the action, suit, litigation, proceeding or arbitration or create a presumption that the Indemnitee has not met the applicable standard of conduct.

iv. For purposes of this Agreement, to the fullest extent permitted by law, the termination of any claim, action, suit, litigation, proceeding or arbitration, by judgment, order, settlement (whether with or without court approval), conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

v. For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of any Enterprise, including financial statements, or on information supplied to Indemnitee by the management of such Enterprise in the course of their duties, or on the advice of legal counsel for such Enterprise or on information or records given or reports made to such Enterprise by an independent certified public accountant or by an appraiser or other expert selected by such Enterprise. The provisions of this Section 4(c)(v) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee

may be deemed or found to have met the applicable standard of conduct set forth in applicable law.

vi. The knowledge and/or actions, or failure to act, of any other director, trustee, partner, managing member, fiduciary, officer, agent or employee of any Enterprise shall not be imputed to Indemnitee for purposes of determining any right to indemnification under this Agreement.

vii. Sucampo shall be precluded from asserting in any action, suit, litigation, proceeding or arbitration commenced pursuant to this Agreement that the procedures or presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any court or before any arbitrator that Sucampo is bound by all the provisions of this Agreement.

5. Indemnification for Expenses Incurred in Enforcing Rights. In addition to Indemnitee's rights under Section 4(b) (iv), Sucampo shall indemnify Indemnitee against any and all Expenses that are incurred by Indemnitee in connection with any Proceeding brought by Indemnitee:

(a) for indemnification or advance payment of Expenses under any agreement to which Sucampo or any of its Affiliates is a party (other than this Agreement) or under applicable law, Mallinckrodt plc's Articles of Association, or the Sucampo Organizational Documents, in each case now or hereafter in effect, relating to indemnification or advance payment of Expenses for Indemnifiable Events, and/or

(b) for recovery under directors' and officers' liability insurance policies maintained by Mallinckrodt plc,

but, in either case, only in the event that Indemnitee ultimately is determined to be entitled to such indemnification or expense advance or insurance recovery, as the case may be. In addition, Sucampo shall, if so requested by Indemnitee, advance the foregoing Expenses and any Expenses incurred in any Proceeding brought pursuant to Section 4 to Indemnitee, subject to and in accordance with Section 2(c).

6. Notification and Defense of Proceeding.

(a) Notice. Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee shall, if a claim in respect thereof is to be made against Sucampo under this Agreement, notify Mallinckrodt plc and Sucampo of the commencement thereof; but the omission so to notify Mallinckrodt plc and Sucampo will not relieve Sucampo from any liability that it may have to Indemnitee, except as provided in Section 6(c).

(b) Defense. With respect to any Proceeding as to which Indemnitee notifies Mallinckrodt plc and Sucampo of the commencement thereof, Sucampo will be entitled to participate in the Proceeding at its own expense and except as otherwise provided below, to the extent Sucampo so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnitee. After notice from Sucampo to Indemnitee of its election to assume the defense of any Proceeding, Sucampo shall not be liable to Indemnitee under this Agreement or otherwise for any Expenses subsequently incurred by Indemnitee in connection with the defense of such Proceeding other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ legal counsel in such Proceeding, but all Expenses related thereto incurred after notice from Sucampo of its assumption of

the defense shall be at Indemnitee's expense unless: (i) the employment of legal counsel by Indemnitee has been authorized by Sucampo, (ii) Indemnitee has reasonably determined that there may be a conflict of interest between Indemnitee and Sucampo in the defense of the Proceeding, (iii) after a Change in Control, the employment of counsel by Indemnitee has been approved by the Independent Counsel, or (iv) Sucampo shall not in fact have employed counsel to assume the defense of such Proceeding, in each of which cases all Expenses of the Proceeding shall be borne by Sucampo. Sucampo shall not be entitled to assume the defense of any Proceeding (x) brought by or on behalf of Mallinckrodt plc or Sucampo, (y) as to which Indemnitee shall have made the determination provided for in clause (ij) of this Section 6(b) or (z) after a Change in Control (it being specified, for the avoidance of doubt, that Sucampo may assume defense of any such Proceeding described in this sentence with Indemnitee's consent, *provided* that any such consent shall not affect the rights of Indemnitee under the foregoing provisions of this Section 6(b)).

(c) Settlement of Claims. Sucampo shall not be liable to indemnify Indemnitee under this Agreement or otherwise for any amounts paid in settlement of any Proceeding effected without Sucampo's written consent, such consent not to be unreasonably withheld; *provided, however*, that if a Change in Control has occurred, Sucampo shall be liable for indemnification of Indemnitee for amounts paid in settlement if the Independent Counsel has approved the settlement. Sucampo shall not settle any Proceeding in any manner that would impose any liability, penalty or limitation on Indemnitee without Indemnitee's written consent. Sucampo shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial award if Sucampo was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such Proceeding. Sucampo's liability hereunder shall not be excused if assumption of the defense of the Proceeding by Sucampo was barred by this Agreement.

7. Establishment of Trust. In the event of a Change in Control, Sucampo shall, upon written request by Indemnitee, create a trust for the benefit of the Indemnitee (the "Trust") and from time to time upon written request of Indemnitee shall fund the Trust in an amount sufficient to satisfy any and all Expenses reasonably anticipated at the time of each such request (a) to be incurred in connection with investigating, preparing for, participating in, and/or defending any Proceeding relating to an Indemnifiable Event and (b) to be indemnifiable pursuant to this Agreement. The amount or amounts to be deposited in the Trust pursuant to the foregoing funding obligation shall be determined by the Independent Counsel. The terms of the Trust shall provide that (i) the Trust shall not be revoked or the principal thereof invaded without the written consent of the Indemnitee, (ii) the Trustee (as defined below) shall advance, within five business days of a request by the Indemnitee, any and all Expenses to the Indemnitee on the same terms and conditions as provided in Section 2(c) (and the Indemnitee hereby agrees to reimburse the Trust under the same circumstances for which the Indemnitee would be required to reimburse Sucampo under Section 2(c)), (iii) the Trust shall continue to be funded by Sucampo in accordance with the funding obligation set forth above, (iv) the Trustee shall promptly pay to the Indemnitee all amounts for which the Indemnitee shall be entitled to indemnification pursuant to this Agreement, and (v) all unexpended funds in the Trust shall revert to Sucampo upon a final determination by the Independent Counsel or a court of competent jurisdiction, as the case may be, that the Indemnitee has been fully indemnified under the terms of this Agreement. The trustee of the Trust (the "Trustee") shall be chosen by the Indemnitee. Nothing in this Section 7 shall relieve Sucampo of any of its obligations under this Agreement. All income earned on the assets held in the Trust shall be reported as income by Sucampo for federal, state, local, and foreign tax purposes. Sucampo shall pay all costs of establishing and maintaining the Trust and shall indemnify the Trustee against any and all expenses (including attorney's fees), claims, liabilities, loss, and damages arising out of or relating to this Agreement or the establishment and maintenance of the Trust.

8. Non-Exclusivity. The rights of Indemnitee hereunder shall be in addition to any other rights Indemnitee may have under Mallinckrodt plc's Articles of Association, the separate deed of indemnification which Indemnitee has with Mallinckrodt plc, the Sucampo Organizational Documents, applicable law or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification than would be afforded currently under Mallinckrodt plc's Articles of Association, the separate deed of indemnification which Indemnitee has with Mallinckrodt plc, the Sucampo Organizational Documents, applicable law or this Agreement, it is the intent of the parties that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change. The assertion or employment of any right hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right.

9. Continuation of Contractual Indemnity or Period of Limitations. All agreements and obligations of Sucampo contained herein shall continue for so long as Indemnitee shall be subject to, or involved in, any Proceeding for which indemnification is provided pursuant to this Agreement. Notwithstanding the foregoing, no Proceeding shall be brought and no cause of action shall be asserted by or on behalf of Sucampo or any Affiliate of Sucampo against Indemnitee, Indemnitee's spouse, heirs, executors, or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, or such longer period as may be required by the laws of Delaware under the circumstances. Any claim or cause of action of Sucampo or its Affiliate shall be extinguished and deemed released unless asserted by the timely filing and notice of a legal action within such period; *provided, however*, that if any shorter period of limitations is otherwise applicable to any such cause of action, the shorter period shall govern.

10. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever (other than pursuant to the terms hereof), Sucampo, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim, including, without limitation, claims for contribution that may be brought against Indemnitee by directors, officer, employees or agents of the Company (other than Indemnitee) who may be jointly liable with Indemnitee, relating to an Indemnifiable Event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by Mallinckrodt plc and Sucampo, on one hand, and Indemnitee, on the other hand, as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of Mallinckrodt plc and Sucampo (and their respective directors, officers, employees and agents), on one hand, and Indemnitee, on the other hand, in connection with such event(s) and/or transaction(s).

11. Amendment of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall operate as a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

12. Subrogation. In the event of payment under this Agreement to Indemnitee, Sucampo shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable Sucampo effectively to bring suit to enforce such rights.

13. No Duplication of Payments. Sucampo shall not be liable under this Agreement to make any payment in connection with any claim made by Indemnitee to the extent Indemnitee has otherwise received payment (under any insurance policy, Mallinckrodt plc's Articles of Association, the separate deed of indemnification which Indemnitee has with Mallinckrodt plc, the Sucampo Organizational Documents or otherwise) of the amounts otherwise indemnifiable hereunder.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of Sucampo), assigns, spouses, heirs, and personal and legal representatives. Sucampo shall require and cause any successor thereof (whether direct or indirect by purchase, merger, consolidation, or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of Sucampo, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that Sucampo would be required to perform if no such succession had taken place. The indemnification provided under this Agreement shall continue as to Indemnitee for any action taken or not taken while serving in an indemnified capacity pertaining to an Indemnifiable Event even though he or she may have ceased to serve in such capacity at the time of any Proceeding or is deceased and shall inure to the benefit of the heirs, executors, administrators, legatees and assigns of such a person.

15. Severability. If any provision (or portion thereof) of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void, or otherwise unenforceable that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

16. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of Delaware applicable to contracts made and to be performed in such State without giving effects to its principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

17. Notices. All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, postage prepaid, certified or registered mail, return receipt requested, and addressed to Sucampo at:

Sucampo Pharmaceuticals, Inc.
[675 James S. McDonnell Blvd.
Hazelwood, MO 63042]
Attn: Secretary
Facsimile: [314-654-5366]

If to Mallinckrodt plc, to:
Mallinckrodt plc
3 Lotus Park
The Causeway

Staines-Upon-Thames, Surrey TW18 3AG
United Kingdom
Attn: General Counsel
Facsimile: +352-266-379-92

and

Mallinckrodt plc
675 James S. McDonnell Blvd.
Hazelwood, MO 63042
Attn: General Counsel
Facsimile: 314-654-5366

And to Indemnitee at:
[To be added]

Notice of change of address shall be effective only when given in accordance with this Section 17. All notices complying with this Section 17 shall be deemed to have been received on the date of hand delivery or on the third business day after mailing.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Termination of Prior Agreement. The Prior Agreement is hereby terminated by Indemnitee and Brand Pharma, Indemnitee and Brand Pharma hereby release and forever discharge each other from any and all claims and liability thereunder, and this Agreement between Sucampo and Indemnitee supersedes and replaces such Prior Agreement in its entirety.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as the date first specified above.

SUCAMPO PHARMACEUTICALS, INC.

By: _____

Name:

Title:

INDEMNITEE

By: _____

Name: [To be added]

Solely for purposes of Section 19:

MALLINCKRODT BRAND PHARMACEUTICALS, INC.

By: _____

Name:

Title:

[Signature page to Indemnification Agreement]

**MALLINCKRODT PHARMACEUTICALS
SEVERANCE PLAN FOR U.S. OFFICERS AND EXECUTIVES**

Amended September 5, 2019

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ARTICLE I

PURPOSE, INTENT AND TERM OF PLAN

Section 1.01 Purpose and Intent of the Plan. The purpose of the Plan is to make available to Eligible Employees certain compensation and benefits in the event that such employee's employment with the Company or a Subsidiary is terminated under the circumstances, and subject to the conditions, described herein. The Plan is not intended to be an "employee pension benefit plan" or "pension plan" within the meaning of Section 3(2) of ERISA. Rather, the Plan is intended to be a "welfare benefit plan" within the meaning of Section 3(1) of ERISA and to meet the requirements of a "severance pay plan" within the meaning of regulations published by the Secretary of Labor at Title 29, Code of Federal Regulations, Section 2510.3-2(b). Accordingly, the Plan's benefits are not deferred compensation, and no employee shall have a vested right to benefits provided by the Plan. The terms of the Plan are intended to, and shall be interpreted so as to, comply in all respects with the provisions of Code Section 409A and the regulations and rulings promulgated thereunder.

Section 1.02 Term of the Plan. The Plan shall be effective as of the Effective Date and shall supersede any prior plan, program or policy under which the Company or any Subsidiary provided severance benefits before the Effective Date. The Plan shall continue until terminated pursuant to the provisions set forth herein.

Section 1.03 Adoption of the Plan and Restatement. The Company originally adopted this Plan effective April 1, 2013. With respect to an Eligible Employees of the Company or any Subsidiary who incurs a Separation from Service on or after the Effective Date, the terms of this restated Plan document shall apply.

ARTICLE II

DEFINITIONS

Section 2.01 “Alternative Position” shall mean a position with the Company or any Subsidiary that:

(a) is not more than 50 miles each way from the location in which the Eligible Employee worked, and in the position such employee held, immediately before experiencing any job-related change (this mileage limitation shall apply only to jobs substantially performed in a single, fixed Company or Subsidiary operated and maintained location and shall not apply to any job that requires extensive travel or that is performed offsite regularly); and

(b) provides the Eligible Employee with pay and benefits (not including perquisites or long-term incentive compensation) that are, in the aggregate, comparable to the pay and benefits of the position such employee held immediately before experiencing any job-related change.

The Plan Administrator has the exclusive discretionary authority to determine whether a position is an Alternative Position.

Section 2.02 “Annual Bonus” shall mean the average of the actual bonuses paid (excluding bonuses paid for the Stub Period in the 4th calendar quarter of 2016) to the respective Participant pursuant to The Mallinckrodt Annual Incentive Plan, and/or the Global Bonus Plan that are attributable to the three Company fiscal years that immediately precede the Participant’s Separation from Service Date. If the Participant was not employed by the Company for at least three full Company fiscal years prior to the Participant’s Termination Date, the Annual Bonus shall be calculated by dividing the total of the actual bonuses paid to the Participant by the number of full months worked by the Participant, and multiplied by twelve.

Section 2.03 “Base Salary” shall mean an amount equal to the Participant’s annual base salary, excluding bonus and incentive compensation, in effect as of the Participant’s Termination Date, divided by twelve (12). For Participants who are eligible for the Mallinckrodt Sales Incentive Compensation Plan (“SICP”) as of the Termination Date, Base Salary shall mean an amount equal to the Participant’s annual base salary plus eighty five percent (85%) of Participant’s target annual incentive compensation under the SICP (exclusive of any compensation earned for special awards or one-time bonuses), divided by twelve (12). Except as specifically described in this Section 2.02, Base Salary shall not include any compensation other than the Participant’s annual base salary.

Section 2.04 “Board” shall mean the Board of Directors of Mallinckrodt plc.

Section 2.05 “Cause” shall mean an Employee’s (i) substantial failure or refusal to perform duties and responsibilities of his or her job at a satisfactory level as required by the Company or Subsidiary, other than due to Permanent Disability, (ii) a material violation of any fiduciary duty or duty of loyalty owed to the Company or Subsidiary, (iii) conviction of a misdemeanor (other than a traffic offense) or felony, (iv) fraud, embezzlement or theft, (v) violation of a material Company or Subsidiary rule or policy, (vi) unauthorized disclosure of any trade secret or confidential information of the Company or Subsidiary or (vii) other egregious conduct, that has or could have a serious and detrimental impact on the Company or Subsidiary and its employees. The Plan Administrator, in its sole and absolute discretion, shall determine whether Cause exists.

Section 2.06 “Claim” shall refer to a written claim for Severance Benefits filed with the Plan Administrator pursuant to Article IX.

Section 2.07 “Claimant” shall mean an Eligible Employee who has experienced a termination of employment (or the beneficiary of such an Eligible Employee) and has asserted a right to Severance Benefits under the Plan.

Section 2.08 “COBRA” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the regulations promulgated thereunder.

Section 2.09 “Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

Section 2.10 “Committee” shall mean the Human Resources and Compensation Committee of the Board or such other committee appointed by the Board to assist the Company in making determinations required under the Plan in accordance with its terms. The Committee may delegate its authority under the Plan to an individual or another committee.

Section 2.11 “Company” shall mean Mallinckrodt Enterprises LLC, a Delaware limited liability company, and any entity that succeeds to the business or assumes the obligations of Mallinckrodt Enterprises LLC with respect to the Plan.

Section 2.12 “Effective Date” shall mean September 5, 2019.

Section 2.13 “Eligible Employee” shall mean an Employee who is an Officer or is classified in job bands 0, 1 or 2 and who is not covered under any other severance plan, program, benefit agreement or arrangement sponsored by the Company or any Subsidiary. If there is any question as to whether an Employee is an Eligible Employee or the level of severance benefits to which an Eligible Employee is entitled, the Plan Administrator shall make the determination in its sole discretion.

Section 2.14 “Employee” shall mean an individual who is a common law employee of the Company; provided, however, that subject to and contingent upon the Separation and effective upon the Separation, “Employee” shall mean an individual considered by the Company or a Subsidiary to be a common law employee on the Company’s or Subsidiary’s United States payroll as evidenced by payroll records; and, in either case, shall not include any person providing services to the Company or any Subsidiary through a temporary service or on a leased basis or who is hired by the Company or any Subsidiary as an independent contractor, consultant, or otherwise as a person who is not an employee for purposes of withholding United States federal income or employment taxes, as evidenced by payroll records or a written agreement with the individual, regardless of any contrary governmental agency determination or judicial holding relating to such status or tax withholding. Notwithstanding the above, in the event that Code Section 409A applies to any payments made hereunder, subsection (d) of the definition of “Subsidiary” shall apply solely with respect to any payments that are subject to Code Section 409A.

Section 2.15 “Employer” shall mean the Company or, if applicable, the Subsidiary that employs the Eligible Employee.

Section 2.16 “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

Section 2.17 “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder.

Section 2.18 “Involuntary Termination” shall mean an Employer-initiated Separation from Service of a Participant for any reason other than Cause, Permanent Disability or death, as provided under and subject to the conditions of Article III.

Section 2.19 “Key Employee” shall mean an Eligible Employee who is a “specified employee” under Code Section 409A, as determined by the Company or its delegate. The determination of Key Employees, including the number and identity of persons considered specified employees and the identification date, shall be made by the Company or its delegate in accordance with the provisions of Code Section 409A and the regulations promulgated thereunder.

Section 2.20 “Named Appeals Fiduciary” shall mean the person or persons named as such in accordance with the provisions of Section 9.04.

Section 2.21 “Officer” shall mean any individual who is an officer, as such term is defined pursuant to Rule 16a-1(f) as promulgated under the Exchange Act, of Mallinckrodt plc. For purposes of this definition, Officer shall also mean any officer of any subsidiary of Mallinckrodt plc who performs policy making functions, within the context of Rule 16a-1(f).

Section 2.22 “Participant” shall mean any Eligible Employee who meets the requirements of Article III and thereby becomes eligible for Severance Benefits.

Section 2.23 “Permanent Disability” shall mean that an Employee has a permanent and total incapacity from engaging in any employment for the Employer for physical or mental reasons. A “Permanent Disability” shall be deemed to exist if the Employee meets the requirements for disability benefits under (a) the Employer’s long-term disability plan or (b) the Social Security law then in effect.

Section 2.24 “Plan” means the Mallinckrodt Pharmaceuticals Severance Plan for U.S. Officers and Executives as set forth herein, and as the same may from time to time be amended.

Section 2.25 “Plan Administrator” shall mean the individual(s) appointed by the Committee to administer the terms of the Plan as set forth herein and if no individual is appointed by the Committee to serve as the Plan Administrator, the Plan Administrator shall be the Chief Human Resources Officer of Mallinckrodt plc; provided, however, that subject to and contingent upon the Separation and effective upon the Separation, if no individual is appointed by the Committee to serve as the Plan Administrator, the Plan Administrator shall be the Chief Human Resources Officer of Mallinckrodt plc. Notwithstanding the preceding sentence, in the event the Plan Administrator is entitled to Severance Benefits under the Plan, the Committee or its delegate (who shall not be the Plan Administrator) shall act as the Plan Administrator for purposes of administering the terms of the Plan with respect to the Plan Administrator. The Plan Administrator may delegate all or any portion of its authority under the Plan to any other person(s).

Section 2.26 “Postponement Period” shall mean, for a Key Employee, the period of six (6) months after such Key Employee’s Separation from Service Date (or such other period as may be required by Code Section 409A).

Section 2.27 “Release” shall mean a written agreement, in substance and form suitable to the Company, by which a Participant agrees to waive and release the Company and, if applicable, the Employer from all legal claims the Participant may have against the Company and, if applicable, the Employer in exchange for Severance Benefits. The Release shall include the Participant’s written agreement to confidentiality, non-solicitation, non-disparagement and, where applicable, non-competition provisions. To be effective, the Release must be signed and returned to the Company within the timeframe set forth in the Release, but no later than sixty (60) days following the Participant’s Separation from Service Date, and it may not be revoked during any applicable revocation period that may be permitted by the Release or applicable law. Releases are not required to be identical amongst Participants.

Section 2.28 “Salary Continuation Benefits” shall mean the payments described in Sections 4.01(b), 4.01(c)(ii) and 4.01(d).

Section 2.29 “Separation from Service” shall mean “separation from service” within the meaning of Code Section 409A(a)(2)(A)(i) and the applicable regulations and rulings promulgated thereunder.

Section 2.30 “Separation from Service Date” shall mean, with respect to a Participant, the date on which such Participant experiences a Separation from Service.

Section 2.31 “Severance Benefits” shall mean the payments and other benefits that a Participant is eligible to receive pursuant to Article IV of the Plan.

Section 2.32 “Severance Multiplier” shall mean the number of months for which a portion of the Severance Benefit providing salary replacement benefits is calculated, as set forth in the Appendix.

Section 2.33 “Subsidiary” shall mean (a) a subsidiary company (wherever incorporated) of Mallinckrodt plc, as defined by Section 155 of the Companies Act 1963 of Ireland; (b) any separately organized business unit, whether or not incorporated, of Mallinckrodt plc; (c) any employer that is required to be aggregated with the Company pursuant to Code Section 414 and the regulations promulgated thereunder; and (d) any service recipient or employer that is within a controlled group of corporations as defined in Code Sections 1563(a)(1), (2) and (3) where the phrase “at least 50%” is substituted in each place “at least 80%” appears and any service recipient or employer within trades or businesses under common control as defined in Code Section 414(c) and Treas. Reg. Section 1.414(c)-2 where the phrase “at least 50%” is substituted in each place “at least 80%” appears, provided, however, that when the relevant determination is to be based upon legitimate business criteria (as described in Treas. Reg. Sections 1.409A-1(b)(5)(iii)(E) and 1.409A-1(h)(3)), the phrase “at least 20%” shall be substituted in each place “at least 80%” appears as described above with respect to both a controlled group of corporations and trades or business under common control.

Section 2.34 “Termination Date” shall mean the date on which the active employment of the Participant by the Employer ceases by reason of an Involuntary Termination.

Section 2.35 “Voluntary Termination” shall mean any Separation from Service due to a termination of employment that is not initiated by the Employer.

ARTICLE III

PARTICIPATION AND ELIGIBILITY FOR BENEFITS

Section 3.01 Participation. Each Eligible Employee in the Plan who experiences an Involuntary Termination and who satisfies all of the conditions of Section 3.02 shall be eligible to receive Severance Benefits. An Eligible Employee shall not be eligible to receive any other benefits from the Company or any Subsidiary on account of an Involuntary Termination, unless otherwise provided in the Plan.

Section 3.02 Conditions.

a. Eligibility for any Severance Benefits is expressly conditioned upon the Eligible Employee's execution of the Release within the timeframe set forth in the Release, but no later than sixty (60) days following such employee's Separation from Service Date, including the Eligible Employee's written acceptance of, and written agreement to comply with, the confidentiality, non-solicitation, non-disparagement and non-competition provisions set forth in the Release. To the extent permitted in Section 4.04, eligibility for any Severance Benefits also is expressly conditioned upon the Eligible Employee's written agreement that authorizes the deduction of amounts owed to the Employer prior to the payment of any Severance Benefits (or in accordance with any other schedule as the Plan Administrator may, in its sole discretion, determine to be appropriate). If the Plan Administrator determines, in its sole discretion, that the Participant has not fully complied with any of the terms of the Release, the Plan Administrator may, to the extent consistent with the terms of any Release, deny Severance Benefits not yet in pay status or discontinue the payment of the Participant's Severance Benefits and may require the Participant, by providing written notice of such repayment obligation to the Participant, to repay any portion of the Severance Benefits already received under the Plan. If the Plan Administrator notifies a Participant that repayment of all or any portion of the Severance Benefits received under the Plan is required, such amounts shall be repaid within thirty (30) calendar days after the date the written notice is sent. Any remedy under this Section 3.02(a) shall be in addition to, and not in place of, any other remedy, including injunctive relief, that the Company may have.

b. An Eligible Employee will not be eligible to receive Severance Benefits under any of the following circumstances:

i. A Voluntary Termination by the Eligible Employee (unless the selection criteria for an Employer-established exit program permit the Eligible Employee to terminate employment voluntarily in exchange for participation in such program, the Employer provides the Eligible Employee with written acceptance of his or her request to participate in that program and the Eligible Employee satisfies all relevant conditions for participation in such program);

ii. The Eligible Employee resigns during any time period when the Employer otherwise would retain the Eligible Employee's services;

iii. The Eligible Employee's employment is terminated for Cause;

iv. The Eligible Employee's employment terminates due to the Eligible Employee's death or Permanent Disability;

v. The Eligible Employee does not return to work within the time frame required following an approved leave of absence;

vi. The Eligible Employee does not satisfy the conditions for Severance Benefits set forth in Section 3.02(a);

vii. The Eligible Employee continues in employment with the Employer in any position or has the opportunity to continue in employment in the same or in an Alternative Position with the Company or any Subsidiary;

viii. The Eligible Employee's employment with the Employer terminates as a result of a sale of stock or assets of the Employer, merger, consolidation, joint venture or a sale, divestiture or outsourcing of a business unit or function, or other transaction, and the Eligible Employee accepts employment, or has the opportunity to continue employment (without regard to whether the offer of employment is for an Alternative Position), with the purchaser, joint venture or other acquiring or outsourcing entity or a related entity of either the Employer or the acquiring entity. The payment of Severance Benefits in the circumstances described in this subsection 3.02(b)(viii) would result in a windfall to the Eligible Employee, which is not the intention of the Plan; or

ix. The Eligible Employee fails to timely execute, or executes but timely revokes acceptance of, the Release.

c. The Plan Administrator has the sole discretion to determine an Eligible Employee's eligibility to receive Severance Benefits.

d. An Eligible Employee who returns from approved military leave and meets the following three conditions will be eligible for Severance Benefits: (i) the Eligible Employee is eligible for reemployment under the provisions of the Uniformed Services Employment and Reemployment Rights Act; (ii) the Eligible Employee's pre-military leave job is eliminated; and (iii) the Employer's circumstances are changed so as to make reemployment in another position impossible or unreasonable, or re-employment would create an undue hardship for the Employer. The Severance Benefits provided to a Participant returning from military leave will be calculated as if the Participant had remained continuously employed from the date on which military leave commenced. An Eligible Employee who returns from approved military leave also must satisfy any other relevant conditions for payment set forth in this Article III, including execution of the Release.

ARTICLE IV

DETERMINATION OF SEVERANCE BENEFITS

Section 4.01 Amount of Severance Benefits Upon Involuntary Termination. The Severance Benefits to be provided to a Participant shall be as follows:

a. **Notice Pay.** Each Eligible Employee who is eligible for Severance Benefits shall receive Notice Pay (or pay in lieu of notice, as applicable) without regard to whether the Eligible Employee receives Severance Benefits. Unless otherwise provided herein, Notice Pay means the continued payment of a pro-rata portion of the Eligible Employee's annual base salary (excluding bonus and incentive compensation and incentive compensation under the SICP) during the thirty (30) calendar-day period which begins the day immediately after the date the Employer informs the Eligible Employee of his or her Involuntary Termination ("Notice Period"). If the Employer determines that an Eligible Employee's Termination Date shall be before the expiration of such employee's Notice Period, the Company shall provide to the Eligible Employee pay in lieu of notice, which shall equal the pro-rata portion of the Eligible Employee's annual base salary (excluding bonus and incentive compensation and Sales-Based Compensation) applicable to the period beginning on the day after the employee's Termination Date and ending on the last day of the Notice Period. Pay in lieu of notice shall be paid to the Eligible Employee in a single lump sum payment (net of deductions and tax withholdings, as applicable) no later than the second regular Employer pay period that occurs after the Eligible Employee's Termination Date. Notice Pay (or pay in lieu of notice, as applicable) shall be in addition to, and shall not be offset against, any Severance Benefits an Eligible Employee may receive pursuant to the Plan. However, Notice Pay shall run concurrently with, and not in addition to, any notice period required under local, state or federal law. An Eligible Employee who fails to timely execute, or who executes but timely revokes acceptance of, the Release shall not be entitled to Severance Benefits hereunder and shall only be eligible to receive Notice Pay (or pay in lieu of notice, as applicable). Unless otherwise permitted by the applicable plan document or as specifically required by applicable law, an Eligible Employee with a Termination Date that occurs before expiration of the applicable Notice Period shall not be eligible to apply for short- or long-term disability or workers' compensation benefits in connection with any injury that occurs or disability that arises after such employee's Termination Date.

b. **Base Salary Payment.** A Participant shall receive a single lump sum payment equal to his or her Base Salary multiplied by the Severance Multiplier, as set forth in the Appendix, net of deductions and tax withholdings, as applicable. Such cash payment shall be made no earlier than the end of the applicable revocation period described in the definition of Release and no later than the March 15th of the calendar year following the calendar year in which the Participant's Separation from Service Date occurs. If the Participant was not employed with the Company for at least one full year prior to the Termination Date, Participant's Severance Multiplier shall be reduced by 50%.

c. **Bonus.**

i. Participants may be eligible for a cash payment under the Global Bonus Plan equal to such Participant's pro-rated annual bonus for the plan year in which the Participant's Separation from Service Date occurs, subject to the discretion of the Company and to the extent provided in the applicable plan. Participants who are not Officers shall receive the pro-rated annual bonus at target percentage and the bonus will be paid no earlier than the end of the applicable revocation period.

ii. If Participant was employed by the Company for at least one full year prior to the Termination Date, the Participant shall also receive a single lump sum payment that is equal to the amount set forth in the Bonus Payment Schedule in the Appendix, net of deductions and tax withholdings, as applicable. The bonus payment shall be paid in cash to the Participant no earlier than the end of the applicable revocation period described in the definition of Release and no later than the March 15th of the calendar year following the calendar year in which the Participant's Separation from Service Date occurs.

d. Medical, Dental and Health Care Reimbursement Account Benefits. The Participant (and his/her spouse, domestic partner or child(ren), as applicable) shall be eligible for continued coverage under the Company's medical and dental plans as required by and pursuant to COBRA. The Company shall provide COBRA coverage only if such coverage is timely elected by the Participant or other qualified beneficiary (as defined by COBRA). In addition, if the Participant is enrolled in medical, dental and/or coverage as of the Termination Date, the Participant shall receive a single lump sum payment equal to the Employer COBRA Premium multiplied by the Severance Multiplier (which shall not exceed 18 for purposes of this subsection), net of deductions and tax withholdings, as applicable, regardless of whether the Participant timely elects COBRA coverage. The Employer COBRA Premium shall be an amount equal to the difference between (1) the monthly applicable COBRA premium in effect on the Separation from Service Date for the medical, dental, vision and EAP plan options in which the Participant (and his/her spouse, domestic partner or child(ren), as applicable) is enrolled on such date, and (2) the monthly premium paid for such coverage(s) by the Participant as of the Separation from Service Date. Such cash payment shall be made no earlier than the end of the applicable revocation period described in the definition of Release and no later than the March 15th of the calendar year following the calendar year in which the Participant's Separation from Service Date occurs. COBRA coverage will cease upon the earlier of (i) the expiration of the maximum period required under COBRA; (ii) the Participant's failure to pay the required premium within the applicable time period; (iii) the Participant's termination of COBRA coverage; or (iv) the occurrence of an event that, pursuant to COBRA, permits the earlier termination of COBRA coverage.

e. Equity Awards. Except as otherwise provided in Section 4.01(e)(i) through (iii) below, all equity awards of Mallinckrodt plc ordinary shares that are held by the Participant as of his or her Separation from Service Date shall be treated in accordance with the terms and conditions of the applicable plan and award agreement under which such awards were granted.

i. Stock Options. All stock options held by the Participant as of such Participant's Separation from Service Date which would have vested and become exercisable during the twelve (12) month period occurring immediately after the Participant's Separation from Service Date shall accelerate and become immediately vested and exercisable on such Participant's Separation from Service Date, unless the applicable option agreement provides for more favorable vesting treatment. All outstanding stock options held by the Participant that are vested and exercisable as of the Participant's Separation from Service Date (including options that vest and become exercisable pursuant to the provisions of this Section 4.01(e)(i) or Section 4.01(e)(iii) below in the case of Normal Retirement) shall be exercisable for the greater of (A) the period set forth in applicable option agreement, or (B) twelve (12) months after the Participant's Separation from Service Date. In no event, however, shall an option be exercisable beyond its original expiration date. If the Participant dies, the terms and conditions of the applicable option agreement shall govern.

ii. Restricted Stock, Restricted Units and Performance Units. All unvested restricted stock and restricted units held by the Participant as of such Participant's Separation from Service Date which would have vested during the twelve (12) month period occurring immediately after the Participant's Separation from Service Date shall accelerate and become immediately vested on such Participant's Separation from Service Date, unless the applicable equity agreement provides for more favorable vesting treatment. All other unvested restricted stock and restricted units held by a Participant as of such Participant's Separation from Service Date shall be forfeited as of the Participant's Separation from Service Date. All unvested performance units held by the Participant as of such Participant's Separation from Service Date which would have vested during the twelve (12) month period occurring immediately after the Participant's Separation from Service Date shall vest at the completion of the performance period, and shall be awarded based on certified performance results. All other performance units held by a Participant as of such Participant's Separation from Service Date shall be forfeited as of the Participant's Separation from Service Date.

iii. Early Retirement and Normal Retirement Eligible Participants. Notwithstanding the provisions of Section 4.01(e)(i) and (ii), if a Participant who signs a Release and receives Severance Benefits hereunder would satisfy the requirements for Early Retirement or Normal Retirement (as such terms are defined in the applicable award agreement) set forth in a non-qualified stock option, restricted unit or performance unit award agreement over Mallinckrodt plc ordinary shares at any time during the period following the Participant's Separation from Service Date represented by the Severance Multiplier solely by reason of attaining the requisite age set forth in the applicable award agreement during such period, then all such non-qualified stock option, restricted unit and performance unit awards shall vest in accordance with the terms and conditions of the applicable award agreement by treating such Participant as if such Participant had satisfied the age and service requirement for Early Retirement or Normal Retirement, as applicable, under the applicable award agreement on the Participant's Separation from Service Date; provided, however that, solely with respect to non-qualified stock options, if Section 4.01(e)(i) provides more favorable treatment than this Section 4.01(e)(iii) (as would be the case if Early Retirement treatment applied), the more favorable provision shall apply. If the Participant dies, the terms and conditions of the applicable award agreement shall govern.

f. Outplacement Services. The Company may, in its sole and absolute discretion, pay the cost of outplacement services for the Participant at the outplacement agency that the Company regularly uses for such purpose; *provided, however*, that the period of outplacement shall not exceed twelve (12) months after the Participant's Separation from Service Date or, if earlier, the date of the Participant's death.

Section 4.02 Voluntary Termination; Termination for Death or Permanent Disability. If the Eligible Employee's employment terminates on account of (a) the Eligible Employee's Voluntary Termination, (b) death or (c) Permanent Disability, then the Eligible Employee shall not be entitled to receive Severance Benefits under this Plan and shall be entitled only to those benefits (if any) as may be available under the Company's benefit plans and policies in effect at the time of such termination of employment.

Section 4.03 Termination for Cause. If any Eligible Employee's employment terminates on account of termination by the Employer for Cause, the Eligible Employee shall not be entitled to receive Severance Benefits under this Plan and shall be entitled only to those benefits that are required to be provided to the Eligible Employee by applicable law. Notwithstanding any other provision of the Plan to

the contrary, if the Plan Administrator in its sole discretion determines, at any point during the period following the Separation from Service Date equal to the Severance Multiplier, that a Participant engaged in conduct that constitutes Cause, any Severance Benefits payable to the Participant shall cease immediately, and the Participant shall be required to return to the Company any Severance Benefits that were provided to the Participant before such determination. The Company may withhold providing Severance Benefits pending resolution of an inquiry that could lead to a finding that an Eligible Employee engaged in conduct that constitutes Cause. Any such Severance Benefit that is withheld and subsequently is determined to be due shall be provided to the Participant within ninety (90) days after the date of the final and binding resolution.

Section 4.04 Reduction of Severance Benefits. With respect to amounts paid under the Plan that are not subject to Code Section 409A and the regulations promulgated thereunder, the Plan Administrator reserves the right to make deductions in accordance with applicable law for any monies owed to the Employer by the Eligible Employee or for the value of any Employer property that the Eligible Employee improperly retains and fails to return to the Employer. With respect to amounts paid under the Plan that are subject to Code Section 409A and the regulations promulgated thereunder, the Plan Administrator reserves the right to make deductions in accordance with applicable law for any monies owed to the Employer by the Eligible Employee or the value of Employer property that the Eligible Employee has retained; provided, however, that such deductions cannot exceed \$5,000 in the aggregate in any Employer fiscal year.

ARTICLE V

METHOD AND DURATION OF SEVERANCE BENEFIT PAYMENTS

Section 5.01 Method of Payment. Subject to Section 5.03, the Severance Benefits to which a Participant is entitled, as determined pursuant to Section 4.01, shall be paid by the Company in accordance with the provisions of Section 4.01; provided, however, that the pro-rated annual bonus payable to the Participant pursuant to Section 4.01(c)(i) shall be paid at such time and in such manner as set forth in the applicable annual incentive bonus plan and that COBRA coverage under Section 4.01(d) shall be provided or paid in accordance with the provisions of that subsection. In no event will interest be credited on the unpaid balance for which a Participant may become eligible. Payment shall be mailed to the last address provided by the Participant to the Company or made by such other reasonable method as determined by the Plan Administrator. All payments of Severance Benefits are subject to applicable federal, state and local taxes and withholdings. In the event of a Participant's death prior to the completion of all payments to which a Participant is entitled, the remaining payments shall be paid to the Participant's estate in a single, lump-sum payment within sixty (60) days following the date the Company receives notice of the Participant's death.

Section 5.02 Other Arrangements. The Severance Benefits under this Plan are not additive or cumulative to severance or termination benefits that a Participant might also be entitled to receive under the terms of a written employment agreement, a severance agreement or any other arrangement with the Employer. Notwithstanding any other provision of this Plan, any Eligible Employee who is a party to an employment agreement with the Company pursuant to which such Eligible Employee is entitled to severance benefits shall be ineligible to participate in the Plan. With respect to those Eligible Employees who are eligible for severance or other payments resulting from a termination of employment under a plan or arrangement other than this Plan, as a condition of receiving Severance Benefits under this Plan, the Plan Administrator, in its sole discretion, must determine that the Eligible Employee is eligible under this Plan and the Eligible Employee must expressly agree that this Plan supersedes all prior agreements, and sets forth the full and complete benefits to which the Eligible Employee is entitled upon an Involuntary Termination.

Section 5.03 Code Section 409A

a. Notwithstanding any other provision of the Plan to the contrary, if required by Code Section 409A, no Salary Continuation Benefits shall be paid to a Participant who is a Key Employee during the Postponement Period. If the previous sentence applies, then the payment of Salary Continuation Benefits shall commence after expiration of the applicable Postponement Period and any amounts that would have been paid during the Postponement Period but for the previous sentence shall be paid in a single, lump-sum within thirty (30) days after the end of such Postponement Period. If the Participant dies during the Postponement Period, however, amounts withheld pursuant to this Section 5.03(a) shall be paid to the Participant's estate no later than the earlier of sixty (60) days after the date the Company receives notice of the Participant's death or thirty (30) days after the end of the Postponement Period.

b. This Plan is intended to provide certain benefits that meet the requirements of the "short-term deferral" exception, the "separation pay" exception and other exceptions under Code Section 409A and the regulations promulgated thereunder. Notwithstanding any other provision of the Plan to the contrary, if required by Code Section 409A, payments may be made under this Plan only upon an event and in a manner permitted by Code Section 409A. For purposes of Code Section 409A, each individual

payment that constitutes part of the Salary Continuation Benefits shall be treated as a separate payment from any other such payment. All reimbursements and in-kind benefits provided under the Plan shall be made or provided in accordance with the requirements of Code Section 409A including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the period of time specified in the Plan, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement, or in-kind benefits is not subject to liquidation or exchange for another benefit. In no event may a Participant designate the year of payment for any amounts payable under the Plan.

Section 5.04 Termination of Eligibility for Benefits.

a. All Eligible Employees shall cease to be eligible to participate in the Plan, and all Severance Benefits payable to a Participant shall cease upon the occurrence of the earlier of:

- i. Subject to Article VII, termination or modification of the Plan; or
- ii. Completion of the provision of Severance Benefits to the Participant.

b. Notwithstanding any other provision of the Plan to the contrary, the Company shall have the right to cease all Severance Benefits (except as otherwise required by law) and to recover any payments previously made to the Participant if:

- i. the Participant, at any time, breaches the Participant's undertakings under the terms of the Plan;
- ii. the Participant fails to comply with the terms of the Release the Participant executed to obtain Severance Benefits or fails to comply with any confidentiality, non-solicitation, non-disparagement or non-competition covenant applicable to the Participant; or
- iii. the Company becomes aware of any circumstances that would have justified termination of the Participant's employment for Cause.

ARTICLE VI

THE PLAN ADMINISTRATOR

Section 6.01 Authority and Duties. It shall be the duty of the Plan Administrator, on the basis of information supplied to it by the Employer, to administer the Plan. The Plan Administrator shall have the full and absolute power, authority and discretion to construe, interpret and administer the Plan, to make factual determinations, to correct deficiencies therein and to supply omissions. All decisions, actions and interpretations of the Plan Administrator shall be final, binding and conclusive upon all parties, subject only to the Claims Procedure as defined in Article IX, and may not be overturned unless found by a court to be arbitrary and capricious. The Plan Administrator may adopt such rules and regulations and may make such decisions as it deems necessary or desirable for the proper administration of the Plan.

Section 6.02 Compensation of the Plan Administrator. The Plan Administrator shall receive no compensation for services as such. However, all reasonable expenses of the Plan Administrator shall be paid or reimbursed by the Company upon proper documentation. The Plan Administrator shall be indemnified by the Company against personal liability for actions taken in good faith in the discharge of the Plan Administrator's duties pursuant to the policy entitled "Indemnification of Directors, Officers, and Employees Who Serve As Fiduciaries or Representatives," as the same may from time to time be amended, or pursuant to such other policy as may apply to the Plan Administrator.

Section 6.03 Records, Reporting and Disclosure. The Plan Administrator or its delegate shall keep a copy of all records relating to the payment of Severance Benefits to Participants and former Participants and all other records necessary for the proper operation of the Plan. All Plan records shall be made available to the Committee, the Company and to each Participant for examination during business hours, except that a Participant shall be entitled to examine only such records as pertain exclusively to the examining Participant and to the Plan. The Plan Administrator shall prepare and shall file as required by law or regulation all reports, forms, documents and other items required by ERISA, the Code and every other relevant statute, each as amended, and all regulations promulgated thereunder (except that the Company, as payor of the Severance Benefits, shall prepare and distribute to the proper recipients all forms relating to withholding of income or wage taxes, Social Security taxes and other amounts that may be similarly reportable).

SECTION VII

AMENDMENT, TERMINATION AND DURATION

Section 7.01 Amendment, Suspension and Termination. Except as otherwise provided in this Section 7.01, the Board, by action of the Human Resources and Compensation Committee, shall have the right, at any time and from time to time, to amend, suspend or terminate the Plan in whole or in part, for any reason or without reason, and without either the consent of or the prior notification to any Participant, by a formal written action. No such amendment shall give the Company the right to recover any amount paid to a Participant prior to the date of such amendment or to cause the cessation of Severance Benefits already approved for a Participant who has executed the Release (and has not revoked his or her agreement to the Release). Any amendment or termination of the Plan must comply with all applicable legal requirements including, without limitation, compliance with Code Section 409A and the regulations and rulings promulgated thereunder, securities, tax, or other laws, rules, regulations or regulatory interpretation thereof, applicable to the Plan.

Notwithstanding the foregoing, this Plan may not be terminated, suspended or be amended in any material respect during the period beginning 60 days prior to a Change in Control and ending two years after a Change in Control. For purposes of this Section 7.01, Change in Control means the first to occur of any of the following events: (i) any “person” (as defined in Section 13(d) and 14(d) of the Exchange Act, excluding for this purpose, (A) the Company or any Subsidiary or (B) any employee benefit plan of the Company or any Subsidiary (or any person or entity organized, appointed or established by the Company for or pursuant to the terms of any such plan that acquires beneficial ownership of voting securities of the Company), is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly of securities of the Company representing more than 30 percent of the combined voting power of the Company’s then outstanding securities; provided, however, that no Change in Control will be deemed to have occurred as a result of a change in ownership percentage resulting solely from an acquisition of securities by the Company; (ii) persons who, as of the Effective Date, constitute the Board (the “Incumbent Directors”) cease for any reason (including without limitation, as a result of a tender offer, proxy contest, merger or similar transaction) to constitute at least a majority thereof, provided that any person becoming a Director of the Company subsequent to the Effective Date shall be considered an Incumbent Director if such person's election or nomination for election was approved by a vote of at least 50 percent of the Incumbent Directors; but provided further, that any such person whose initial assumption of office is in connection with an actual or threatened proxy contest relating to the election of members of the Board or other actual or threatened solicitation of proxies or consents by or on behalf of a “person” (as defined in Section 13(d) and 14(d) of the Exchange Act) other than the Board, including by reason of agreement intended to avoid or settle any such actual or threatened contest or solicitation, shall not be considered an Incumbent Director, (iii) consummation of a reorganization, merger or consolidation or sale or other disposition of at least 80 percent of the assets of the Company (a “Business Combination”), in each case, unless, following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners of outstanding voting securities of the Company immediately prior to such Business Combination beneficially own directly or indirectly more than 50 percent of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the company resulting from such Business Combination (including, without limitation, a company which, as a result of such transaction, owns the Company or all or substantially all of the Company’s assets either directly or through one or more Subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the outstanding voting securities of the Company; or (iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

Section 7.02 Duration. The Plan shall continue in full force and effect until its termination; provided, however, that after the Plan's termination, if Participants who experienced an Involuntary Termination before the Plan terminates are receiving Severance Benefits, the Plan shall remain in effect until all of the obligations of the Company are satisfied with respect to such Participants.

SECTION VIII

DUTIES OF THE COMPANY AND THE COMMITTEE

Section 8.01 Records. The Company or Subsidiary, as applicable, shall supply to the Committee all records and information necessary to the performance of the Committee's duties.

Section 8.02 Payment. The provision of Severance Benefits to Participants shall be made from the Company's general assets, in accordance with the terms of the Plan.

Section 8.03 Discretion. Any decisions, actions or interpretations to be made under the Plan by the Board, the Committee or the Plan Administrator, acting on behalf of either, shall be made in each of their respective sole discretion, not in any fiduciary capacity and need not be uniformly applied to similarly situated individuals and such decisions, actions or interpretations shall be final, binding and conclusive upon all parties. As a condition of participating in the Plan, the Eligible Employee acknowledges that all decisions and determinations of the Board, the Committee and the Plan Administrator shall be final and binding on the Eligible Employee, the Eligible Employee's beneficiaries and any other person having or claiming an interest under the Plan on behalf of an Eligible Employee.

ARTICLE IX

CLAIMS PROCEDURES

Section 9.01 Claim. If a person asserts a right to, but does not receive, a benefit under the Plan, such person or such person's authorized representative shall, within thirty (30) days following the person's Termination Date, file with the Plan Administrator a written claim for such benefit. Claims not timely filed shall be barred. A Participant under this Plan may contest only the administration of the Severance Benefits awarded. To request such review, a Participant shall complete and file with the Plan Administrator a written request for review in the manner specified by the Plan Administrator. Except as set forth herein, no appeal is permissible as to a person's eligibility for or amount of the Severance Benefits, which decisions are made solely within the discretion of the Plan Administrator. No person may bring an action for any alleged wrongful denial of Plan benefits in a court of law unless the claims procedures described in this Article IX are exhausted and a final determination is made by the Plan Administrator and/or the Named Appeals Fiduciary. If an Eligible Employee or Participant or other interested person challenges a decision by the Plan Administrator and/or Named Appeals Fiduciary, a review by the court of law will be limited to the facts, evidence and issues presented to the Plan Administrator during the claims procedures set forth in this Article IX. Facts and evidence that become known to the terminated Eligible Employee or Participant or other interested person after such person has exhausted the claims procedures set forth in this Article IX must be brought to the attention of the Plan Administrator for reconsideration by the Plan Administrator. Any issue that is not raised with the Plan Administrator and/or Named Appeals Fiduciary will be deemed waived.

Section 9.02 Initial Claim. Before the date on which payment of Severance Benefits commences, each Claim must be supported by such information as the Plan Administrator deems relevant and appropriate. In the event that any Claim relating to the administration of Severance Benefits is denied in whole or in part, the Claimant whose claim has been so denied shall be notified of such denial in writing by the Plan Administrator within ninety (90) days after the receipt of the claim for benefits. This period may be extended an additional ninety (90) days if the Plan Administrator determines such extension is necessary and the Plan Administrator provides notice of extension to the Claimant before the end of the initial ninety (90) day period. The notice advising of the denial shall: (a) specify the reason or reasons for denial; (b) refer specifically to the Plan provisions on which the determination was based; (c) describe any additional material or information necessary for the Claimant to perfect the claim (explaining why such material or information is needed); and (d) describe the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review. If it is determined that payment is to be made, any such payment shall be made within ninety (90) days after the date by which notification is required.

Section 9.03 Appeals of Denied Administrative Claims. All appeals shall be made by the following procedure:

a. A Claimant whose Claim has been denied shall file with the Plan Administrator a notice of appeal of the denial. Such notice shall be filed within sixty (60) calendar days after notification by the Plan Administrator of the denial of a Claim, shall be made in writing, and shall set forth all of the facts upon which the appeal is based. Appeals not timely filed shall be barred.

b. The Named Appeals Fiduciary shall consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits and such other facts and circumstances as the Named Appeals Fiduciary shall deem relevant.

c. The Named Appeals Fiduciary shall render a determination upon the appealed claim, and the determination shall be accompanied by a written statement as to the reasons therefore. The determination shall be provided to the Claimant within sixty (60) days after the Plan Administrator receives the Claimant's request for review, unless the Named Appeals Fiduciary determines that special circumstances require an extension of time for processing the claim. In such case, the Named Appeals Fiduciary shall notify the Claimant of the need for an extension of time to render its decision prior to the end of the initial sixty (60) day period, and the Named Appeals Fiduciary shall have an additional sixty (60) day period to make its determination. The determination so rendered shall be binding upon all parties. If the determination is adverse to the Claimant, the notice shall: (a) provide the reason or reasons for denial; (b) make specific reference to the Plan provision's on which the determination was based; (c) include a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to a the Claimant's claim for benefits; and (d) state that the Claimant has the right to bring an action under ERISA Section 502(a). If the final determination is that payment shall be made, then any such payment shall be made within ninety (90) days after the date by which notification of the final determination is required.

Section 9.04 Appointment of the Named Appeals Fiduciary. The Named Appeals Fiduciary shall be the person or persons named as such by the Committee, or, if no such person or persons be named, then the Committee shall be the Named Appeals Fiduciary. Named Appeals Fiduciaries, named as such by the Committee, may at any time be removed by the Committee. All such removals may be with or without cause and shall be effective on the date stated in the notice of removal. The Named Appeals Fiduciary shall be a "Named Fiduciary" within the meaning of ERISA, and unless appointed to other fiduciary responsibilities, shall have no authority, responsibility or liability with respect to any matter other than the proper discharge of the functions of the Named Appeals Fiduciary as set forth herein.

ARTICLE X

MISCELLANEOUS

Section 10.01 Non-Alienation of Benefits. None of the payments, benefits or rights of any Participant shall be subject to any claim of any creditor of any Participant, and, in particular, to the fullest extent permitted by law, all such payments, benefits and rights shall be free from attachment, garnishment (if permitted under applicable law), trustee's process or any other legal or equitable process available to any creditor of such Participant. No Participant shall have the right to alienate, anticipate, commute, plead, encumber or assign any of the benefits or payments that he may expect to receive, contingently or otherwise, under this Plan.

Section 10.02 Notices. All notices and other communications required hereunder shall be in writing and shall be delivered personally or mailed by registered or certified mail, return receipt requested, or by overnight express courier service. In the case of the Participant, mailed notices shall be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to the Plan Administrator, as follows: Chief Human Resources Officer, Mallinckrodt Pharmaceuticals, 675 McDonnell Boulevard, Hazelwood, MO 63042, with a copy to the Company's general counsel, as follows: General Counsel, Mallinckrodt Pharmaceuticals, 675 McDonnell Boulevard, Hazelwood, MO 63042.

Section 10.03 Successors. Any successor to the Company shall assume the obligations under this Plan and expressly agree to perform the obligations under this Plan.

Section 10.04 Other Payments. Except as otherwise provided in this Plan, no Participant shall be entitled to any cash payments or other benefits under any of the Company's then-current severance pay policies or plans for a termination that is covered by this Plan.

Section 10.05 No Mitigation. Except as otherwise provided in Section 4.04, a Participant shall not be required to mitigate the amount of any Severance Benefits provided for in this Plan by seeking other employment or otherwise, nor shall the amount of any Severance Benefits provided for herein be reduced by any compensation earned by other employment or otherwise, except if the Participant is re-employed by the Company as an Employee, in which case Severance Benefits shall cease on the date of the Participant's re-employment.

Section 10.06 No Contract of Employment. Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving any Eligible Employee or any person whosoever, the right to be retained in the service of the Company, and all Eligible Employees shall remain subject to discharge to the same extent as if the Plan had never been adopted.

Section 10.07 Severability of Provisions. If any provision of this Plan shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

Section 10.08 Heirs, Assigns, and Personal Representatives. This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of the parties, including each Participant, present and future.

Section 10.09 Headings, Captions and Titles. The titles of the Articles and Sections and the headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan or considered in any respect to affect or modify its provisions, and shall not be employed in the construction of the Plan. Such words in this Plan as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this instrument as a whole and not merely to the subdivision in which said words appear.

Section 10.10 Gender and Number. Where the context admits: words in any gender shall include any other gender and, except where otherwise clearly indicated by context, the singular shall include the plural, and vice-versa.

Section 10.11 Unfunded Plan. The Plan shall not be funded. No Participant shall have any right to, or interest in, any assets of the Company that may be applied by the Company to the payment of Severance Benefits.

Section 10.12 Payments to Incompetent Persons. Any benefit payable to or for the benefit of a minor, an incompetent person or other person incapable of receipting therefor shall be deemed paid when paid to such person’s guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Company, the Committee and all other parties with respect thereto.

Section 10.13 Lost Payees. A Severance Benefit shall be deemed forfeited if the Committee is unable to locate a Participant to whom Severance Benefits are due. Such Severance Benefits may be reinstated if application is made by the Participant for the forfeited Severance Benefits while this Plan is in operation.

Section 10.14 Controlling Law. This Plan shall be construed and enforced according to the laws of the State of Missouri to the extent not superseded by federal law, which shall otherwise control.

Appendix

SEVERANCE MULTIPLIER AND BONUS PAYMENT SCHEDULE

Severance Multiplier Schedule

President and Chief Executive Officer	24 months
Members of the Executive Committee (Titles of Executive Vice Presidents and Senior Vice Presidents)	18 months
Any other Eligible Employees (Titles of Senior Vice President and Vice President)	12 months

Bonus Payment Schedule

President and Chief Executive Officer	2x Annual Bonus
Members of the Executive Committee (Titles of Executive Vice Presidents and Senior Vice Presidents)	1.5x Annual Bonus
Any other Eligible Employees (Titles of Senior Vice President and Vice President)	1x Annual Bonus