

**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): February 25, 2020

Mallinckrodt plc
(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction
of incorporation)

001-35803
(Commission
File No.)

98-1088325
(I.R.S. 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:

(Title of each class)	(Trading Symbol(s))	(Name of each exchange on which registered)
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 1.01. Entry into a Material Definitive Agreement.

Support and Exchange Agreement

On February 25, 2020, Mallinckrodt plc (the “Company” or “Mallinckrodt”) and Mallinckrodt International Finance S.A. and Mallinckrodt CB LLC, two wholly-owned subsidiaries of Mallinckrodt plc (such subsidiaries, the “Issuers”), entered into a support and exchange agreement (the “Exchange Agreement”) with Aurelius Capital Master, Ltd., Franklin Advisers, Inc. and Capital Research and Management Company (collectively, the “Exchanging Holders”). Pursuant to the Exchange Agreement, the Issuers agreed to use commercially reasonable efforts to (a) commence, by no later than March 20, 2020, a private offer to exchange any and all of the 5.750% Senior Notes due 2022 issued by the Issuers (the “Existing 2022 Notes”) for new 10.000% Second Lien Senior Secured Notes due 2025 to be issued by the Issuers (such new notes, the “New Notes” and, such private offer to exchange, the “Exchange Offer”), at a rate of \$1,000 of New Notes for every \$1,000 of Existing 2022 Notes exchanged; and (b) commence, by no later than March 20, 2020, a solicitation of consents from holders of Existing 2022 Notes to certain amendments to eliminate or waive substantially all of the restrictive covenants contained in the Existing 2022 Notes and the applicable Indenture, and eliminate certain events of default, modify covenants regarding mergers and the transfer of assets, and modify and eliminate certain other provisions, including covenants regarding future guarantors and certain provisions relating to defeasance (such solicitation of consents, the “Consent Solicitation”). The closing of the Exchange Offer will be conditioned on, among other things, the absence of events materially and adversely affecting the ability to implement the Litigation Settlement, and the funding of the New Term Loans (as defined below) and the effectiveness of the Amendment (as defined below). Under the Exchange Agreement, the Exchanging Holders have agreed to (a) tender in the Exchange Offer all of their Existing 2022 Notes; (b) deliver their consents in the Consent Solicitation; and (c) if the aggregate principal amount of New Notes issued pursuant to the Exchange Offer is less than \$610,304,000 (the “Exchange Cap”), exchange their 5.625% Senior Notes due 2023 (the “Existing 2023 Notes”) for an amount of New Notes equal to the excess, if any, by which the Exchange Cap exceeds the aggregate principal amount of New Notes to be issued pursuant to the Exchange Offer, at a rate of \$900 of New Notes for every \$1,000 of Existing 2023 Notes exchanged. The Exchanging Holders collectively hold approximately \$271 million aggregate principal amount of the Existing 2022 Notes and approximately \$255 million aggregate principal amount of the Existing 2023 Notes.

Additionally, pursuant to the Exchange Agreement, the Exchanging Holders have consented, in their capacity as holders of the 4.875% Senior Notes due 2020 issued by the Issuers (the “Existing 2020 Notes”), to the adoption of an amendment to the Existing 2020 Notes and the indenture governing the Existing 2020 Notes to provide for the reduction of the optional redemption notice period from 30 days to three business days.

The foregoing summary of the Exchange Agreement is not complete and is qualified in its entirety by reference to the Exchange Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Support Agreement

On February 25, 2020, Mallinckrodt and the Issuers entered into a support agreement (the “Support Agreement”) with Aurelius Capital Master, Ltd., Franklin Advisers, Inc. and Capital Research and Management Company (collectively, the “Noteholder Parties”) as well as certain existing term lenders under the Credit Agreement (collectively, the “Lender Parties”), dated as of March 19, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mallinckrodt, the Issuers, the lenders party thereto from time to time and Deutsche Bank AG New York, as administrative agent, whereby the parties have agreed to make good faith efforts to enter into an amendment (the “Amendment”) to the Credit Agreement, on terms consistent with an agreed term sheet (the “Term Sheet”).

The descriptions below of the Amendment and the New Term Loans are subject to the effectiveness of the Amendment, which is subject to the satisfaction or waiver of the conditions set forth in the Term Sheet and the Amendment. Conditions to the effectiveness of the Amendment, include, among other things, (i) the consent by certain thresholds of the existing term lenders and revolving lenders (which condition has not yet been satisfied as of this date) and (ii) the commencement of an exchange offer with respect to the Existing 2022 Notes, pursuant to the Exchange Agreement.

The Amendment, if effected, on the terms contemplated by the Term Sheet, would provide for a commitment from the Noteholder Parties and certain of the Lender Parties (collectively, the “Backstop Lenders”) to provide a new

\$800 million senior secured term loan facility (the “New Term Loans”) upon the satisfaction of certain conditions set forth in the Term Sheet. The New Term Loans will bear interest at an interest rate per annum equal to adjusted LIBOR plus a spread equal to 6.50%.

The New Term Loans will be guaranteed by Mallinckrodt and the same subsidiaries of Mallinckrodt that guarantee the Existing Term Loans (as defined below) and secured by liens on the same assets as secure the Existing Term Loans (as amended by the Amendment and, in each case, subject to certain exceptions set forth in the Amendment). The Backstop Lenders will be paid a fee equal to 2.00% of their initial commitments in respect of the New Term Loans, and the lenders that provide the New Term Loans will be paid a fee equal to 2.00% of their commitments in respect of the New Term Loans. The proceeds from the New Term Loans will be used to fund the redemption or repayment of all of the outstanding approximately \$614.8 million of the Existing 2020 Notes and additionally to partially repay loans and terminate corresponding commitments in respect of lenders under the Issuers’ revolving credit facility who agree to extend their loans and commitments to March 2024 (as described below).

The New Term Loans will amortize at an annual rate equal to 5.00% of the initial principal amount of the New Term Loans, payable in equal quarterly payments. The remaining principal amount of the New Term Loans will mature on the fourth anniversary of the borrowing date of the New Term Loans. Amounts outstanding under the New Term Loans may be voluntarily prepaid at any time, subject to a prepayment premium equal to (a) 3.00% of the principal amount prepaid if prepaid prior to the first anniversary of the borrowing date of the New Term Loans, (b) 2.00% of the principal amount prepaid if prepaid on or after the first anniversary of the borrowing date of the New Term Loans and prior to the second anniversary thereof, and (c) 1.00% of the principal amount prepaid if prepaid on or after the second anniversary of the borrowing date of the New Term Loans and prior to the third anniversary thereof.

Other than with respect to the maturity date, amortization, the applicable interest rate and prepayment premiums, the New Term Loans will have similar terms to the term loans incurred under the Credit Agreement on February 28, 2017 (the “2017 Term Loans”) and February 13, 2018 (the “2018 Term Loans”) and, together with the 2017 Term Loans, the “Existing Term Loans”), in each case, as amended by the Amendment.

The Amendment would also implement certain amendments to the terms of the Credit Agreement. The interest rate margins applicable to the existing term loans under the Credit Agreement (the “Existing Term Loans”) will be increased by 100 basis points. The Existing Term Loans will also amortize at an annual rate increased to 2.00% of the outstanding principal amount of the Existing Term Loans on the effective date of the Amendment, payable in equal quarterly payments. Certain other covenants (including the financial covenant), mandatory prepayments and events of default set forth in the existing Credit Agreement will also be modified pursuant to the Amendment, including to facilitate the implementation of the Settlement (as defined below).

Each party to the Amendment that is an existing lender under the Credit Agreement will receive a consent fee equal to 0.50% of their Existing Term Loans or commitment in respect of the Revolving Credit Facility, as applicable.

The foregoing summary of the Support Agreement is not complete and is qualified in its entirety by reference to the Support Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.02. Results of Operations and Financial Condition.

For the three months and fiscal year ended December 27, 2019, the Company reported specialty generics operating income of \$28.0 million and \$108.1 million, respectively, and specialty generics Adjusted EBITDA of \$43.4 million and \$171.4 million, respectively. In addition, for the three months and fiscal year ended December 27, 2019, the Company reported a net loss of \$1.157.1 million and \$996.5 million, respectively, and Adjusted EBITDA of \$337.4 million and \$1,297.4 million, respectively. Reconciliations of these financial measures to the most directly comparable GAAP financial measures are included in Exhibit 99.1. The information contained in this Item 2.02, including Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, except as otherwise expressly set forth by specific reference in such a filing.

Item 8.01. Other Events.

On February 25, 2020, the Company announced that the Company and its specialty generics-focused subsidiaries Mallinckrodt LLC, SpecGx LLC and certain other affiliates (collectively, “Specialty Generics”) reached an agreement in principle on the terms of a global settlement that would resolve all opioid-related claims against the Company, Specialty Generics, and the Company’s other subsidiaries (the “Settlement”).

Under the terms of the proposed Settlement, which would become effective upon Specialty Generics’ emergence from a contemplated Chapter 11 process, subject to court approval and other conditions:

- Mallinckrodt would pay \$1.6 billion in structured payments, of which \$300 million would be paid upon Specialty Generics’ emergence from the completed Chapter 11 case, \$200 million would be paid on each of the first and second anniversaries of emergence and \$150 million would be paid on each of the third through eighth anniversaries of emergence. The substantial majority of these payments are expected to be contributed to a trust which, among other things, would establish an abatement fund to be administered to cover the costs of opioid-addiction treatment and related efforts;
- Mallinckrodt would issue to the trust, upon Specialty Generics’ emergence from the contemplated Chapter 11 process, warrants, exercisable at \$3.15 per share, to purchase ordinary shares that would represent approximately 19.99% of the Company’s fully diluted outstanding shares, including after giving effect to the exercise of the warrants; and
- Specialty Generics would abide by certain agreed-upon operating covenants.

To implement the Settlement, the Company expects that Specialty Generics, which manufactures certain generic opioid products, among other products, will file voluntary petitions under Chapter 11 of the U.S. Bankruptcy Code in the coming months. Mallinckrodt plc and its Specialty Brands-related subsidiaries would not be part of the Chapter 11 filing.

A copy of the Company’s press release announcing the Settlement is filed herewith as Exhibit 99.2 and incorporated herein by reference. A copy of the non-binding term sheet with respect to the Settlement and the related support letter is filed herewith as Exhibit 99.3 and incorporated herein by reference.

Non-GAAP Financial Measures

This Current Report on Form 8-K contains financial measures, such as Adjusted EBITDA, which is considered a “non-GAAP” financial measure under applicable SEC rules and regulations.

Adjusted EBITDA represents amounts prepared in accordance with accounting principles generally accepted in the U.S. (GAAP) and adjusts for certain items that management believes are not reflective of the operational performance of the business. Consolidated Adjusted EBITDA represents net loss, adjusted for interest expense, net, taxes, depreciation and amortization, certain items that management believes are not reflective of the operational performance of the business and additional adjustments. These adjustments include, but are not limited to, non-restructuring impairment charges; restructuring charges, net; inventory step-up expense; discontinued operations; changes in fair value of contingent consideration obligations; loss on divestiture; significant legal and environmental charges; separation costs; research and development upfront payments; gains on debt extinguishment, net; unrealized gain on equity investment and other items identified by the Company. Adjusted EBITDA, for the specialty generics segment of the Company, represents segment operating income, adjusted for the aforementioned items, as applicable.

The Company has provided these adjusted financial measures because the Company believes that they will be used by certain investors to measure Mallinckrodt’s operating results.

This non-GAAP information should be considered supplemental to and not a substitute for financial information prepared in accordance with GAAP.

Cautionary Statements Related to Forward-Looking Statements

Statements in this document that are not strictly historical, including statements regarding future financial condition and operating results, legal, economic, business, competitive and/or regulatory factors affecting Mallinckrodt's businesses, and any other statements regarding events or developments the Company believes or anticipates will or may occur in the future, may be "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995, and involve a number of risks and uncertainties.

There are a number of important factors that could cause actual events to differ materially from those suggested or indicated by such forward-looking statements and you should not place undue reliance on any such forward-looking statements. These factors include risks and uncertainties related to, among other things: governmental investigations and inquiries, regulatory actions and lawsuits brought against Mallinckrodt by government agencies and private parties with respect to its historical commercialization of opioids, including the non-binding agreement in principle regarding terms and conditions of a global settlement to resolve all current and future opioid-related claims; scrutiny from governments, legislative bodies and enforcement agencies related to sales, marketing and pricing practices; pricing pressure on certain of Mallinckrodt's products due to legal changes or changes in insurers' reimbursement practices resulting from recent increased public scrutiny of healthcare and pharmaceutical costs; the reimbursement practices of governmental health administration authorities, private health coverage insurers and other third-party payers; complex reporting and payment obligations under the Medicare and Medicaid rebate programs and other governmental purchasing and rebate programs; cost containment efforts of customers, purchasing groups, third-party payers and governmental organizations; changes in or failure to comply with relevant laws and regulations; Mallinckrodt's and its partners' ability to successfully develop or commercialize new products or expand commercial opportunities; Mallinckrodt's ability to navigate price fluctuations; competition; Mallinckrodt's and its partners' ability to protect intellectual property rights; limited clinical trial data for Acthar Gel; clinical studies and related regulatory processes; product liability losses and other litigation liability; material health, safety and environmental liabilities; potential indemnification liabilities to Covidien pursuant to the separation and distribution agreement; business development activities; retention of key personnel; the effectiveness of information technology infrastructure including cybersecurity and data leakage risks; customer concentration; Mallinckrodt's reliance on certain individual products that are material to its financial performance; Mallinckrodt's ability to receive procurement and production quotas granted by the U.S. Drug Enforcement Administration; complex manufacturing processes; conducting business internationally; Mallinckrodt's ability to achieve expected benefits from restructuring activities; Mallinckrodt's significant levels of intangible assets and related impairment testing; labor and employment laws and regulations; natural disasters or other catastrophic events; Mallinckrodt's substantial indebtedness and its ability to generate sufficient cash to reduce its indebtedness; the proposed refinancing of certain near-term debt maturities; future changes to U.S. and foreign tax laws or the impact of disputes with governmental tax authorities; and the impact of Irish laws.

These and other factors are identified and described in more detail in the "Risk Factors" section of Mallinckrodt's Annual Report on Form 10-K for the fiscal year ended December 27, 2019, which the Company expects to file later today. The forward-looking statements made herein speak only as of the date hereof and Mallinckrodt does not assume any obligation to update or revise any forward-looking statement, whether as a result of new information, future events and developments or otherwise, except as required by law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Support and Exchange Agreement, dated as February 25, 2020, by and among Mallinckrodt plc, Mallinckrodt International Finance S.A., Mallinckrodt CB LLC and the Exchanging Holders*
10.2	Support Agreement, dated as of February 25, 2020, by and among Mallinckrodt plc, Mallinckrodt International Finance, S.A., Mallinckrodt CB LLC, the Noteholder Parties and the Lender Parties*
99.1	Adjusted EBITDA Reconciliations
99.2	Press Release of Mallinckrodt plc, dated February 25, 2020
99.3	Support Letter and Settlement Term Sheet
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Portions of this exhibit have been omitted in accordance with Item 601(b)(10) of Regulation S-K

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

By: /s/ Mark J. Casey
Mark J. Casey
Executive Vice President & Chief Legal Officer

Date: February 25, 2020

SUPPORT AND EXCHANGE AGREEMENT

This Exchange Agreement (together with the exhibits, annexes and schedules attached hereto, this “Agreement”), dated as of February 25, 2020, is by and among (x) Mallinckrodt International Finance S.A., a société anonyme existing under the laws of Luxembourg (“MIFSA”), Mallinckrodt CB LLC, a Delaware limited liability company (“U.S. Co-Issuer” and, together with MIFSA, the “Issuers”), and Mallinckrodt plc, a public limited company incorporated in Ireland and the ultimate parent entity of the Issuers (“Mallinckrodt Parent” and, together with the Issuers, the “Mallinckrodt Parties”) and (y) each undersigned holder (each, a “Noteholder Party”, and collectively, the “Noteholder Parties”) of certain 5.750% Senior Notes due 2022 (the “Existing 5.750% 2022 Notes”) and 5.625% Senior Notes due 2023 (the “Existing 5.625% 2023 Notes” and together with the Existing 5.750% 2022 Notes, the “Existing Notes”), in each case issued by MIFSA and U.S. Co-Issuer, under those certain indentures governing the Existing Notes (collectively, the “Indentures”). The Mallinckrodt Parties and the Noteholder Parties are referred to herein collectively as the “Parties.”

RECITALS

WHEREAS, subject to the terms and conditions of this Agreement, the Issuers shall commence (a) an offer to exchange (the “2022 Exchange Offer”) any and all of the Existing 5.750% 2022 Notes for certain newly issued notes of the Issuers (the “New Notes”) in accordance with the terms and conditions set forth in the term sheet attached as Exhibit A hereto (the “Term Sheet”) and (b) a solicitation of consents (the “Consents”) from holders of Existing 5.750% 2022 Notes to certain amendments to eliminate or waive substantially all of the restrictive covenants contained in the Existing 5.750% 2022 Notes and the applicable Indenture, and eliminate certain events of default, modify covenants regarding mergers and the transfer of assets, and modify and eliminate certain other provisions, including covenants regarding future guarantors and certain provisions relating to defeasance (the “Proposed Amendments” and such solicitation of Consents, the “2022 Consent Solicitation”), in each case pursuant to an offering memorandum to be prepared by the Issuers in accordance with Section 7(a) (the “Offering Memorandum”);

WHEREAS, subject to the terms and conditions of this Agreement, (a) each Noteholder Party shall tender in the 2022 Exchange Offer all of the Existing 5.750% 2022 Notes beneficially owned by such Noteholder Party (or for which such Noteholder Party acts as discretionary investment manager, advisor or sub-advisor with authority to bind a beneficial owner of Existing 5.750% 2022 Notes), including Existing 5.750% 2022 Notes held through a custodial account beneficially owned by such Noteholder Party and (b) if the aggregate principal amount of New Notes issued pursuant to the 2022 Exchange Offer is less than \$610,304,000 (the “Exchange Cap”), each Noteholder Party shall exchange Existing 5.625% 2023 Notes beneficially owned by such Noteholder Party (or for which such Noteholder Party acts as discretionary investment manager, advisor or sub-advisor with authority to bind a beneficial owner of Existing 5.625% 2023 Notes), including Existing 5.625% 2023 Notes held through a custodial account beneficially owned by such Noteholder Party, for such Noteholder Party’s Allocated Portion (as defined below) of New Notes pursuant to a transaction separate from the 2022 Exchange Offer (the “2023 Exchange”); and

WHEREAS, concurrently with the execution hereof, the Noteholder Parties, together with certain other parties, are entering into an amendment to that certain Credit Agreement, dated March 19, 2014 among Mallinckrodt, Mallinckrodt International Finance S.A., Mallinckrodt CB LLC, the lenders party thereto, and Deutsche Bank AG New York Branch, as Administrative Agent, in order to, among other things, provide for \$800,000,000 in aggregate principal amount of additional term loans thereunder (the "New Term Loans"), certain of which funds are intended to be used in order to redeem all of the outstanding 4.875% Senior Notes due 2020 issued by the Issuers (the "Existing 4.875% 2020 Notes").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereby agrees as follows:

Section 1. *Definitions.* Unless otherwise indicated, capitalized terms not defined herein shall have the meanings ascribed to such terms in the Term Sheet.

Section 2. *Representations and Warranties of the Noteholder Parties.* Each Noteholder Party hereby represents and warrants, severally and not jointly, to the Mallinckrodt Parties that the following statements are true and correct as of the date hereof:

(a) Such Noteholder Party has all necessary corporate or similar power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by such Noteholder Party and the performance of its obligations hereunder have been duly authorized by all necessary corporate or similar action on the part of such Noteholder Party.

(b) This Agreement has been duly and validly executed and delivered by such Noteholder Party. This Agreement constitutes the valid and binding obligation of such Noteholder Party, enforceable against such Noteholder Party in accordance with its terms, except as may be limited by (i) the effects of bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors generally or (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance of this Agreement by such Noteholder Party, and such Noteholder Party's compliance with the provisions hereof, will not (with or without notice or lapse of time, or both): (i) violate any provision of such Noteholder Party's organizational or governing documents; (ii) violate any law or order applicable to such Noteholder Party; or (iii) require any consent or approval under, violate, result in any breach of, or constitute a default under, or result in termination or give to others any right of termination, amendment, acceleration or cancellation of any contract, agreement, arrangement or understanding that is binding on such Noteholder Party, except, in the case of clause (ii) and (iii) above, where not reasonably likely to have a material adverse effect on the ability of such Noteholder Party to perform its obligations under this Agreement or the transactions contemplated hereby.

(d) The principal amount of Existing Notes and Existing 4.87% 2020 Notes beneficially owned by such Noteholder Party (or for which such Noteholder Party acts as discretionary investment manager, advisor or sub-advisor with authority to bind a beneficial owner of the Existing Notes), including Existing Notes and Existing 4.87% 2020 Notes held through a custodial account beneficially owned by such Noteholder Party, as of the date hereof, together with participant information at the The Depository Trust Company (“DTC”) with respect to such Existing Notes and Existing 4.87% 2020 Notes, is set forth on Schedule I hereto. Such Noteholder Party beneficially owns (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (or is acting in its capacity as discretionary investment manager, advisor or sub-advisor with authority to bind the beneficial owner of) the Existing Notes and Existing 4.87% 2020 Notes, or beneficially owns the custodial account through which such Existing Notes and Existing 4.87% 2020 Notes are held, free and clear of any liens, charges, claims, encumbrances, participations, security interests and similar restrictions and any other restrictions that could adversely affect the ability of such Noteholder Party to perform its obligations hereunder.

(e) Such Noteholder Party is either (i) a “qualified institutional buyer” as defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”) or (ii) only in the case of the Noteholder Parties listed on Schedule II hereto, a person who is not, and is not acting on behalf of, a “U.S. person” within the meaning of Rule 902 of Regulation S promulgated under the Securities Act.

(f) Such Noteholder Party will acquire the New Notes for its own account or for the account of another for which it acts as discretionary investment manager, advisor or sub-advisor, for investment and not with a view to the distribution thereof or any interest therein in violation of the Securities Act or applicable state securities laws.

(g) Such Noteholder Party acknowledges for the benefit of the Mallinckrodt Group (as defined below) (including for the benefit of any person acting on behalf of any member of the Mallinckrodt Group in connection with this Agreement and the transactions set forth herein, including, without limitation, any applicable financial or other advisor to a Mallinckrodt Group member) that it has the requisite knowledge and experience in financial and business matters so that it is capable of evaluating the merits and risks of the acquisition of the New Notes contemplated hereby and has had such opportunity as it has deemed adequate to obtain such information as is necessary to permit such Noteholder Party to evaluate the merits and risks of the acquisition of the New Notes contemplated hereby.

(h) Such Noteholder Party acknowledges that none of the Issuers, Mallinckrodt Parent, nor the other subsidiaries of Mallinckrodt Parent (all of the foregoing, the “Mallinckrodt Group”) intends to register the New Notes, any offer or sale thereof, the 2023 Exchange or the 2022 Exchange Offer under the Securities Act or the Exchange Act or any state securities laws.

(i) Such Noteholder Party acknowledges for the benefit of the Mallinckrodt Group (including for the benefit of any person acting on behalf of any member of the Mallinckrodt Group in connection with this Agreement and the transactions set forth herein, including, without limitation, any applicable financial or other advisor to a Mallinckrodt Group member) that (i) the Mallinckrodt Group may be in possession of information about the

Mallinckrodt Group (including material non-public information) that may impact the value of the Existing Notes and/or the New Notes, and may not be included in the information available to such Noteholder Party, (ii) notwithstanding any such informational disparity, such Noteholder Party has independently evaluated the risks and merits regarding the transactions contemplated by this Agreement, including with respect to the 2023 Exchange, the 2022 Exchange Offer and the New Notes, and wishes to enter into this Agreement and consummate the transactions contemplated hereby in accordance with its terms, (iii) no member of the Mallinckrodt Group or any other person acting on behalf of any member of the Mallinckrodt Group, including, without limitation, any financial advisor of any of the foregoing, has made or is making any representation or warranty to such Noteholder Party or any other person, whether express or implied, of any kind or character (including, without limitation, as to accuracy or completeness of any information or as to the creditworthiness of the Issuers or the New Notes or as to the transactions contemplated by this Agreement), and (iv) such Noteholder Party is not relying upon, and has not relied upon, any representation or warranty made by any person regarding the transactions contemplated by this Agreement or otherwise, except, in the case of clauses (iii) and (iv), for the representations and warranties of the Mallinckrodt Parties contained in this Agreement.

(j) Such Noteholder Party acknowledges for the benefit of the Mallinckrodt Group (including for the benefit of any person acting on behalf of any member of the Mallinckrodt Group in connection with this Agreement and the transactions set forth herein, including, without limitation, any applicable financial or other advisor to a Mallinckrodt Group member) that it has made its own independent assessment, to its satisfaction, concerning any and all legal, regulatory, tax, credit, business and financial considerations with respect to the Mallinckrodt Group, the Existing Notes and the New Notes in connection with its acquisition of the New Notes contemplated hereby.

Section 3. *Representations and Warranties of the Mallinckrodt Parties.* Each Mallinckrodt Party hereby represents and warrants, severally and not jointly, to the Noteholder Parties that the following statements are true and correct as of the date hereof:

(a) Such Mallinckrodt Party has all necessary corporate or similar power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by such Mallinckrodt Party and the performance of its obligations hereunder have been duly authorized by all necessary corporate or similar action on the part of such Mallinckrodt Party. No other votes, written consents, actions or proceedings by or on behalf of such Mallinckrodt Party are necessary to authorize this Agreement or the performance of its obligations hereunder.

(b) This Agreement has been duly and validly executed and delivered by such Mallinckrodt Party. This Agreement constitutes the valid and binding obligation of such Mallinckrodt Party, enforceable against such Mallinckrodt Party in accordance with its terms, except as may be limited by (i) the effects of bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors generally or (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery or performance of this Agreement by such Mallinckrodt Party and such Mallinckrodt Party's compliance with the provisions hereof will not (with or without notice or lapse of time, or both): (i) violate any provision of the organizational or governing documents of such Mallinckrodt Party; (ii) violate any law or order applicable to any member of the Mallinckrodt Group; or (iii) require any consent or approval under, violate, conflict with, result in any breach of, or constitute a default under, or result in termination or give to others any right of termination, amendment, acceleration or cancellation of any contract, agreement, arrangement or understanding that is binding on any member of the Mallinckrodt Group or on any of their respective properties or assets (including, without limitation, any indentures, credit facilities or agreements under which any member of the Mallinckrodt Group has issued debt securities or has outstanding indebtedness), except, in the case of clause (ii) and (iii) above, where not reasonably likely to have a material adverse effect on the ability of such Mallinckrodt Party to perform its obligations under this Agreement or the transactions contemplated hereby.

(d) As of the date hereof, the draft Annual Report on Form 10-K of Mallinckrodt Parent for the fiscal year ended December 27, 2019 (the "Annual Report") provided to counsel to the Noteholder Parties prior to the date hereof did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; provided that, with respect to any projected information, Mallinckrodt Parent represents and warrants only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

(e) The New Notes to be issued by each Issuer to the Noteholder Parties pursuant to that certain indenture to be entered into in connection with the 2022 Exchange Offer and, if applicable, the 2023 Exchange, which indenture shall be prepared in accordance with Section 7(a) (the "New Indenture") will, upon issuance thereof, have been duly authorized for issuance and sale pursuant to this Agreement and the New Indenture and, upon issuance thereof, will have been duly executed by such Issuer and, when authenticated in the manner to be provided for in the New Indenture and delivered in exchange for the applicable series of Existing Notes, will constitute valid and binding obligations of such Issuer, enforceable against such Issuer in accordance with their respective terms, except as may be limited by (i) the effects of bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors generally, or (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and will be entitled to the benefits of the New Indenture.

(f) The New Indenture (including the guarantees set forth therein) will reflect, in all material respects, the terms of the applicable New Notes as set forth in this Agreement, the Term Sheet and the Offering Memorandum and the New Indenture and each related agreement to be entered into on the Settlement Date (as will be defined in the Offering Memorandum), will be duly authorized by each Issuer and guarantors party thereto and will constitute a valid and binding agreement of such Issuer and guarantors party thereto, enforceable against such Issuer and guarantors party thereto in accordance with its terms, except as may be limited by (i) the effects of bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and

remedies of creditors generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (iii) the need for filings and registrations necessary to perfect any security granted thereby and (iv) the effect of any requirements of law as they relate to pledges of equity interests in, or assets of, any subsidiaries organized outside of the United States (other than pledges made under the laws of the jurisdiction of formation of the issuer of such equity interests or the holder of such assets).

(g) The execution, delivery and performance by such Mallinckrodt Party of this Agreement and the consummation of the transactions contemplated hereby, including commencement and consummation of the 2023 Exchange, the 2022 Exchange Offer and the 2022 Consent Solicitations, do not and will not require any registration or filing with, the consent or approval of, notice to, or any other action with respect to (with or without due notice, lapse of time, or both), any governmental authority, other than (i) Current Reports on Form 8-K filed or furnished by Mallinckrodt Parent with respect to the 2023 Exchange, the 2022 Exchange Offer and the 2022 Consent Solicitations, (ii) such as have been made or obtained and are in full force and effect, (iii) filings of Uniform Commercial Code financing statements and other registrations or filings in connection with the perfection of security interests granted pursuant to any collateral documents securing the New Notes or otherwise relating to the transactions contemplated herein, (iv) filings with the United States Patent and Trademark Office and the United States Copyright Office and comparable offices in foreign jurisdiction and equivalent filings in foreign jurisdictions and (v) such registrations, filings, consents, approvals, notices or other actions that, if not obtained or made, would not reasonably be likely to have a material adverse effect on the ability of such Mallinckrodt Party to perform its obligations under this Agreement or the transactions contemplated hereby.

Section 4. *Covenants.*

(a) Each Issuer covenants and agrees that it will (i) use commercially reasonable efforts to commence the 2022 Exchange Offer and the 2022 Consent Solicitation by March 20, 2020 and conduct the 2022 Exchange Offer and the 2022 Consent Solicitation in accordance with the Term Sheet, (ii) provide PW (as defined below), in its capacity as outside counsel to the Noteholder Parties, a reasonable period of time (and not less than five (5) Business Days in the case of the initial draft) to review and comment on drafts of (x) the Offering Memorandum, prior to the commencement of the 2022 Exchange Offer and the 2022 Consent Solicitation, and (y) the New Indenture, prior to the Settlement Date, and (iii) use commercially reasonable efforts to cause the conditions to the 2022 Exchange Offer and the 2022 Consent Solicitations set forth in the Offering Memorandum to be satisfied as promptly as practicable. The Noteholder Parties acknowledge and agree that nothing in this Agreement shall (x) require any Issuer to amend, modify or waive any of the terms or conditions of, or extend, the 2022 Exchange Offer or the 2022 Consent Solicitation, (y) subject to clause (i) of the preceding sentence and the termination right set forth in Section 8(a)(ii)(E), restrict any amendment, modification or waiver of the 2022 Exchange Offer or the 2022 Consent Solicitation, or (z) restrict the termination of the 2022 Exchange Offer or 2022 Consent Solicitation if any of the conditions thereto have not been satisfied notwithstanding compliance with clause (iii) of the preceding sentence.

(b) Each Issuer covenants and agrees that (i) the New Notes and guarantees thereof will be issued pursuant to and in compliance with an applicable exemption or exemptions from registration under the Securities Act and (ii) the 2022 Exchange Offer will comply in all material respects with all applicable provisions of Section 14(e) of the Exchange Act and Regulation 14E thereunder.

(c) Each Noteholder Party covenants and agrees that it will not sell any of the New Notes to be received by such Noteholder Party pursuant to this Agreement unless such sale has been registered under the Securities Act and applicable state securities laws or an exemption from registration is available for such sale.

(d) If any Noteholder Party instructs the Issuers to register New Notes in the name of a person other than such Noteholder Party, such Noteholder Party will be responsible for the payment of any transfer, documentary, court, stamp or similar taxes ("Transfer Taxes") imposed with respect to the tender of the Existing 5.750% 2022 Notes. In addition, if Transfer Taxes are imposed for any reason other than the transfer and tender to the Issuers, the amount of those Transfer Taxes, whether imposed on any Noteholder Party or any other person, will be payable by the applicable Noteholder Party or Parties.

(e) The Issuers shall be entitled to deduct and withhold such amounts as are required to be deducted and withheld under applicable U.S. federal, state, local and foreign tax law (including U.S. federal backup withholding) with respect to the exchange of the Existing Notes for the New Notes. To the extent such amounts are deducted and withheld and paid over to the applicable taxing authority, such amounts shall be treated for all purposes of this Agreement as having been made to the person in respect of whom such deduction and withholding was made.

(f) If, during the term of this Agreement, any Issuer enters into an agreement with a holder of any Existing Notes (other than an agreement with all of the Noteholder Parties) that entitles such holder to exchange its Existing Notes of any series for an aggregate principal amount of New Notes that is greater than the consideration for such series of Existing Notes contemplated by the Term Sheet, or for consideration other than New Notes, the Issuers shall (i) on the date such agreement is entered into, inform the Noteholder Parties' of their entry into such agreement, the terms thereof and the parties thereto, and (ii) at the election of the Noteholder Parties, in their sole discretion, amend this Agreement to provide the Noteholder Parties with the opportunity to exchange their Existing Notes of such series for the same proportionate mix of consideration (subject to the same proportionate proration and/or cap, if applicable) as agreed with such other holder(s) for the applicable series of Existing Notes.

(g) Each Noteholder Party, in its capacity as a holder of Existing 4.875% 2020 Notes, irrevocably agrees and consents to the adoption of the amendment (the "Amendment") to the Existing 4.875% 2020 Notes and the indenture governing the Existing 4.875% 2020 Notes (the "2020 Indenture") described on Annex I hereto.

(h) The Mallinckrodt Parties covenant and agree that, on the date hereof and on the Settlement Date, they shall pay (or cause to be paid) all then-outstanding reasonable and documented fees and expenses of Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Noteholder Parties ("PW"), in each case in accordance with the terms of the letter agreement, dated as of February 12, 2020, between Mallinckrodt Parent and PW.

Section 5. *Agreement to Tender Existing 5.750% 2022 Notes and Deliver Consents; 2023 Exchange.*

(a) Each Noteholder Party agrees (i) to promptly (and, in any event, not later than ten (10) Business Days after the commencement of the 2022 Exchange Offer) validly tender or cause to be validly tendered into the 2022 Exchange Offer, pursuant to and in accordance with the terms of the 2022 Exchange Offer, all of its Existing 5.750% 2022 Notes and to deliver its Consents and (ii) not to withdraw, and not to cause or permit to be withdrawn, any such Existing 5.750% 2022 Notes or such Consents from the 2022 Exchange Offer unless and until (x) the 2022 Exchange Offer expires without the Issuers having accepted for payment Existing 5.750% 2022 Notes tendered into the 2022 Exchange Offer or (y) this Agreement is terminated in accordance with its terms.

(b) As promptly as practicable after the expiration of the 2022 Exchange Offer, Mallinckrodt Parent shall notify each Noteholder Party of the amount, if any, by which the Exchange Cap exceeds the aggregate principal amount of New Notes to be issued pursuant to the 2022 Exchange Offer (such difference, the "Available New Note Exchange Amount"). At the 2023 Exchange Closing (as defined below), each Noteholder Party shall exchange for New Notes, at the exchange price and upon the other applicable terms set forth in the Term Sheet, all Existing 5.625% 2023 Notes beneficially owned by such Noteholder Party as of immediately prior to the 2023 Exchange Closing (or for which such Noteholder Party acts as discretionary investment manager, advisor or sub-advisor with authority to bind a beneficial owner of Existing 5.625% 2023 Notes), including Existing 5.625% 2023 Notes held through a custodial account beneficially owned by such Noteholder Party as of immediately prior to the 2023 Exchange Closing; provided that the amount of Existing 5.625% 2023 Notes to be exchanged by a Noteholder Party at the 2023 Exchange Closing shall be reduced to the extent necessary such that the aggregate principal amount of New Notes issued to such Noteholder Party at the 2023 Exchange Closing does not exceed (i) the Available New Note Exchange Amount multiplied by (ii) the applicable percentage (with respect to such Noteholder Party, its "Pro Rata Share") set forth on Schedule I (the maximum aggregate principal amount of New Notes issuable to a Noteholder Party pursuant to this proviso, its "Allocated Portion", and the Existing 5.625% 2023 Notes exchanged by a Noteholder Party at the 2023 Exchange Closing, its "2023 Exchange Notes").

(c) The Parties' obligations to consummate the closing of the 2023 Exchange (the "2023 Exchange Closing") shall be subject only to the condition that the Settlement Date shall be occurring on the same date as the 2023 Exchange Closing (the "2023 Exchange Closing Date"). On the 2023 Exchange Closing Date, (i) each Noteholder Party shall deliver (x) its 2023 Exchange Notes to such account or accounts as the Issuers shall specify prior to the 2023 Exchange Closing Date by book-entry transfer through the facilities of DTC or otherwise as agreed by the Issuers and such Noteholder Party and (y) a properly completed and executed IRS Form W-9 or W-8, as applicable, to the Issuers; and (ii) the Issuers shall deliver, or shall cause to be delivered, to each Noteholder Party, against delivery of the New Notes to be

exchanged therefor, one or more certificates in global form for the New Notes to be received in exchange for the applicable 2023 Exchange Notes hereunder, registered in the name of DTC or its nominee.

Section 6. *Restrictions on Existing Notes.*

(a) During the term of this Agreement, each Noteholder Party agrees that it will not without the prior written consent of the Issuers, other than pursuant to the terms hereof, directly or indirectly, by operation of law or otherwise, sell, transfer, pledge, deposit, hypothecate, assign or otherwise dispose of (including by gift) or encumber, or enter into any contract, agreement, arrangement or understanding with respect to the sale, transfer, conversion, pledge, deposit, hypothecation, assignment or other disposition or encumbrance of (each, a "Transfer"), any Existing 5.750% 2022 Notes held by such party to any person, except to a person that:

(i) is a Noteholder Party;

(ii) as a condition precedent to the effectiveness of any such Transfer, executes and delivers a joinder agreement in the form attached hereto as Exhibit B (a "Joinder") to counsel to the Issuers and counsel to the Noteholder Parties (as set forth in Section 14(a) hereof) at or prior to the time of such Transfer; or

(iii) acquires such Existing 5.750% 2022 Notes solely in its capacity as a Qualified Marketmaker (as defined below) for such Existing 5.750% 2022 Notes, in which case such Qualified Marketmaker shall not be required to be or become a Noteholder Party; provided that (x) the Transferring Noteholder Party notifies the Issuers of the name of such Qualified Marketmaker in writing at or prior to the time of such Transfer and (y) on the same date as such Transfer, the Qualified Marketmaker transfers all right, title and interest in such Existing 5.750% 2022 Notes to another person satisfying the criteria set forth in clause (i) or (ii) above. A "Qualified Marketmaker" is a person that (1) holds itself out to the market as standing ready in the ordinary course of its business to purchase from customers and sell to customers claims against the Issuers, or enter with customers into long and short positions in claims against the Issuers, in its capacity as a dealer or market maker in such claims, and (2) is in fact regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

In the case of each of clauses (i), (ii) and (iii), any such Existing 5.750% 2022 Notes shall remain subject to the terms of this Agreement and such Transferee referred to in clauses (i), (ii) and (iii)(y) shall assume all obligations of the Transferring Noteholder Party in respect thereof. With respect to any Transfers effectuated in accordance with clause (ii) or (iii)(y) above, (A) such Transferee shall be deemed to be Noteholder Party for purposes of this Agreement, and (B) the Issuers shall be deemed to have acknowledged such Transfer.

(b) Notwithstanding anything to the contrary in this Agreement, (i) no Transferee of any Existing Notes that is not a Noteholder Party as of the execution hereof shall be entitled to participate in the 2023 Exchange and (ii) no Transfers of Existing 5.750% 2022 Notes shall be permitted after the date that is two business days prior to the expiration of the 2022 Exchange Offer.

(c) This Agreement shall in no way be construed to preclude any Noteholder Party from acquiring additional Existing 5.750% 2022 Notes, Existing 5.625% 2023 Notes, Existing 4.875% 2020 Notes or any other interests in or claims against any member of the Mallinckrodt Group following the execution of this Agreement; provided that any Existing 5.750% 2022 Notes acquired after the execution of this Agreement shall, upon acquisition, be subject to the terms of this Agreement as if they were Existing 5.750% 2022 Notes held by such Noteholder Party on the date hereof.

(d) Any purported Transfer of Existing 5.750% 2022 Notes in violation of this Section 6 will be null and void *ab initio*.

(e) Any Noteholder Party that effects the Transfer of all of its Existing 5.750% 2022 Notes in accordance with this Agreement and does not subsequently acquire any Existing 5.750% 2022 Notes shall cease to be a Party to this Agreement in all respects and shall have no further rights or obligations hereunder, including in respect of the 2023 Exchange; provided that (i) the foregoing shall not relieve or otherwise limit the liability of any Noteholder Party for any breach of this Agreement occurring prior to such Transfer.

Section 7. *Further Assurances.*

(a) Each of the Parties hereby covenants and agrees to negotiate in good faith and, with respect to the Mallinckrodt Group to the extent a party thereto, use its good faith efforts to execute, the definitive documents relating to this Agreement, the 2023 Exchange, and the 2022 Exchange Offer, including the Offering Memorandum and all documentation necessary or desirable to effectuate the transactions contemplated by the Offering Memorandum, on terms consistent with this Agreement and the Term Sheet. The terms of the 2022 Exchange Offer and the 2022 Consent Solicitation as set forth in the Offering Memorandum, and the New Indenture, shall be consistent with the Term Sheet. The Mallinckrodt Parties shall consider in good faith any comments the Noteholder Parties may have to the Offering Memorandum and the New Indenture; provided that the description of notes section of the Offering Memorandum shall be consistent with the Term Sheet and otherwise in form and substance mutually reasonably acceptable to the Mallinckrodt Parties and the Noteholder Parties.

(b) Each of the Parties hereby further covenants and agrees to use their reasonable best efforts, as expeditiously as possible and during the term of this Agreement, to perform their respective obligations under this Agreement and take such actions as may be reasonably necessary under this Agreement to consummate the 2023 Exchange, the 2022 Exchange Offer and the 2022 Consent Solicitations.

(c) The Mallinckrodt Parties covenant and agree that they shall promptly take all necessary steps to perfect the collateral securing the New Notes in accordance with the Term Sheet.

Section 8. *Termination.*

(a) This Agreement and the obligations of the Parties hereunder will terminate:

(i) upon the earliest of (A) the mutual written consent of the Parties; (B) the acquisition of the Existing 5.75% 2022 Notes of the Noteholder Parties pursuant to the 2022 Exchange Offer and consummation of the 2022 Consent Solicitation (and, if applicable, the consummation of the 2023 Exchange Closing); (C) May 1, 2020, upon written notice from a Party hereto to the other Parties; provided that, no Noteholder Party may terminate pursuant to this clause (C) if any Noteholder Party is in material breach of any provision hereunder, and no Mallinckrodt Party may terminate pursuant to this clause (C) if any Mallinckrodt Party is in material breach of any provision hereunder; and (D) the termination of the 2022 Exchange Offer prior to the consummation thereof;

(ii) as to the Noteholder Parties at the sole discretion of the Noteholder Parties, upon written notice delivered to the Mallinckrodt Parties (or, in the case of clause (C) below, automatically and without notice from the Noteholder Parties), if at any time: (A) any Mallinckrodt Party has materially breached its covenants, agreements, representations or warranties (or, in the case of any representation or warranty that is qualified by "material adverse effect", breached such representation or warranty) (each, a "Terminating Company Breach"), provided that if such Terminating Company Breach is capable of being cured, that such Terminating Company Breach has not been cured within five (5) business days following written notice of such breach to the Mallinckrodt Parties; (B) a material adverse effect on (1) the general affairs, business, consolidated financial condition or consolidated results of operations of Mallinckrodt Parent and its subsidiaries taken as a whole or (2) the ability of the Mallinckrodt Parties to perform their respective obligations under this Agreement or the transactions contemplated hereby has, in either case, occurred since the date of this Agreement (provided that none of (x) any change in the trading prices of any securities or loans of the Mallinckrodt Group, in and of itself, (y) the execution, delivery or performance of this Agreement or the non-binding agreement in principle between certain members of the Mallinckrodt Group and certain plaintiffs who have asserted opioid-related claims to be announced by Mallinckrodt Parent on or about the date hereof (the "Litigation Settlement") or the consummation of the transactions contemplated hereby or thereby, the public announcement of any of the foregoing, or any actions expressly required by, or the failure to take any action expressly prohibited by, the terms of this Agreement or the Litigation Settlement, shall constitute such a material adverse effect); (C) any of Mallinckrodt Parent or another member of the Mallinckrodt Group (or members collectively) has or have commenced any voluntary case seeking relief under Title 11 of the United States Code entitled "Bankruptcy", as now or hereafter in effect, or any other similar federal, state or foreign law in any jurisdiction worldwide (a "Bankruptcy Law"), or a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that is for relief against Mallinckrodt Parent or any member of the Mallinckrodt Group in an involuntary case and such order or decree remains unstayed and in effect for 60 days, in each case, other than in connection with the Litigation Settlement; (D) the Settlement Date has not occurred in accordance with the terms hereof on or prior to May 1, 2020; or (E) any Issuer amends, modifies or

waives any of the terms or conditions of the 2022 Exchange Offer or the 2022 Consent Solicitation in a manner materially adverse to the Noteholder Parties (it being understood that changes in timing reasonably determined by the Issuers to be required under law or required to be made if the Noteholder Parties do not timely comply with their obligations pursuant to this Agreement, the making of additional informational disclosures regarding any member(s) of the Mallinckrodt Group will, in each of the foregoing cases, not be deemed adverse to the Noteholder Parties); and

(iii) as to the Noteholder Parties at the sole discretion of the Mallinckrodt Parties, upon written notice delivered to the Noteholder Parties, if (A) any Noteholder Party has materially breached its covenants, agreements, representations or warranties (or, in the case of any representation or warranty that is qualified by “material adverse effect”, breached such representation or warranty) (each, a “Terminating Noteholder Party Breach”), provided that if such Terminating Noteholder Party Breach is capable of being cured, that such Terminating Noteholder Party Breach has not been cured within five (5) business days following written notice of such breach to the Noteholder Parties or (B) the applicable lenders of the New Term Loans fail to fund all or any portion of the New Term Loans in accordance therewith prior to March 20, 2020.

(b) Notwithstanding anything herein to the contrary, no termination of this Agreement shall relieve or otherwise limit the liability of any Party for any breach of this Agreement occurring prior to such termination. This Section 8(b) and Section 14 shall survive termination of this Agreement.

Section 9. *Effectiveness.* This Agreement shall not become effective and binding on a Party unless and until a counterpart signature page to this Agreement has been executed and delivered by such Party.

Section 10. *Waivers and Amendments.* This Agreement may be amended, modified, altered or supplemented with respect to any Noteholder Party only by a written instrument executed by the Mallinckrodt Parties and such Noteholder Party. Any failure of a Party to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the Party or Parties entitled to the benefits thereof only by a written instrument signed by the Party or Parties granting such waiver. No delay on the part of any Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof; nor will any waiver on the part of any party to this Agreement of any right, power or privilege under this Agreement operate as a waiver of any other right, power or privilege under this Agreement, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement.

Section 11. *Holder Waiver.* Each Noteholder Party acknowledges and agrees that the exchange of any Existing 5.625% 2023 Notes pursuant to the 2023 Exchange shall effect a waiver of claims with respect to such Existing 5.625% 2023 Notes and the related Indenture to the same extent as such claims will be waived by holders of Existing 5.75% 2022 Notes with respect thereto and the related Indenture by virtue of the tender thereof pursuant to the 2022 Exchange Offer.

Section 12. *Agreements Coupled with an Interest.* The agreements contained herein relating to tendering and delivery of consents are coupled with an interest and, except as expressly contemplated herein, may not be revoked during the term of this Agreement.

Section 13. *No Admissions and Reservation of Rights.* Nothing herein shall be deemed an admission of any kind. The Parties acknowledge and agree that this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding, other than a proceeding to enforce the terms of this Agreement. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict any rights, remedies and interests of the Parties. Without limiting the foregoing sentence in any way, if the 2022 Exchange Offer is not consummated, or if this Agreement is terminated for any reason, each of the Parties fully reserves any and all of its rights, remedies, and interests.

Section 14. *Miscellaneous.*

(a) *Notices.* Any notices or other communications required or permitted under, or otherwise given in connection with, this Agreement will be in writing and will be deemed to have been duly given (i) when delivered or sent if delivered in person by courier service or messenger or sent by email or (ii) on the next business day if transmitted by international overnight courier, in each case as follows:

If to any Mallinckrodt Party, addressed to:

Mallinckrodt International Finance S.A.
124, boulevard de la Pétrusse
L - 2330 Luxembourg
R.C.S. Luxembourg: B172865
Attention: Marie Luporsi
Email: Marie.Luporsi@mnk.com
Phone: +352 27 17 72 11

with a copy to (for informational purposes only):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Victor Goldfeld and John R. Sobolewski
Email: VGoldfeld@wlrk.com and JRSobolewski@wlrk.com
Phone: (212) 403-1005

If to a Noteholder Party, addressed to it at the address set forth on such Noteholder Party's signature page attached hereto.

with a copy to (for informational purposes only):

Paul, Weiss, Rifkind, Wharton & Garrison LLP

1285 Avenue of the Americas
New York, New York 10019
Attention: Andrew N. Rosenberg, Alice Belisle Eaton and Caith Kushner
Email: ARosenberg@paulweiss.com, AEaton@paulweiss.com and CKushner@paulweiss.com
Phone: (212) 373-3000

(b) *Governing Law.* This Agreement will be governed by, and construed in accordance with, the laws of the State of New York, without regard to laws that may be applicable under conflicts of laws principles (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(c) *Venue.* By execution and delivery of this Agreement, each of the Parties irrevocably and unconditionally agrees that any legal action, suit, or proceeding with respect to any matter under or arising out of or in connection with this Agreement, or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, shall be brought in a court of competent jurisdiction located in the City of New York. Each Party irrevocably waives any objection it may have to the venue of any action, suit, or proceeding brought in such court or to the convenience of the forum.

(d) *Personal Jurisdiction.* By execution and delivery of this Agreement, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of a court of competent jurisdiction located in the City of New York for purposes of any action, suit or proceeding arising out of or relating to this Agreement.

(e) *Waiver of Jury Trial.* EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (iii) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 14(e).

(f) *Remedies.* The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties will be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of appropriate jurisdiction,

this being in addition to any other remedy to which they are entitled at law or in equity. Except as otherwise provided in this Agreement, any and all remedies in this Agreement expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(g) *Severability.* If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

(h) *Assignment.* This Agreement and the rights and obligations hereunder may not be assigned or otherwise transferred by any Party by operation of law or otherwise without the prior written consent of the other Parties; *provided* that any Noteholder Party may Transfer its Existing 5.750% 2022 Notes in the manner set forth in, and to the extent permitted by, Section 6 hereof. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective permitted successors and assigns. Any assignment in violation of the foregoing shall be null and void *ab initio*.

(i) *No Third-Party Beneficiaries.* Unless expressly stated or referred to herein, this Agreement shall be solely for the benefit of the Parties and no other person shall be a third-party beneficiary of this Agreement.

(j) *Entire Agreement.* This Agreement, together with all exhibits attached hereto, constitutes the entire understanding and agreement among the Parties with regard to the subject matter hereof and supersedes all prior agreements among the Parties with respect thereto.

(k) *Counterparts.* This Agreement may be executed in one or more counterparts (which may include counterparts delivered by any standard form of telecommunication), and by the different Parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Facsimile copies or "PDF" or similar electronic data format copies of signatures shall constitute original signatures for all purposes of this Agreement and any enforcement hereof.

(l) *Headings.* The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

(m) *Acknowledgement.* This Agreement is not and shall not be deemed to be a solicitation for any 2022 Exchange Offer or any 2022 Consent Solicitation.

(n) *Interpretation.* This Agreement is the product of negotiations among the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.

[*Signature pages follow*]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above set forth.

MALLINCKRODT INTERNATIONAL FINANCE S.A.

By: /s/ John E. Einwalter

Name: John E. Einwalter

Title: Director

MALLINCKRODT CB LLC

By: /s/ John E. Einwalter

Name: John E. Einwalter

Title: Vice President & Treasurer

MALLINCKRODT PLC

By: /s/ John E. Einwalter

Name: John E. Einwalter

Title: Vice President & Treasurer

[Signature page to Support and Exchange Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above set forth.

NOTEHOLDER PARTIES

AURELIUS CAPITAL MASTER, LTD.

By: /s/ Samuel Jed Rubin

Name: Samuel Jed Rubin

Title: Authorized Signatory

Address:

c/o Aurelius Capital Management, LP
535 Madison Avenue, 31st Floor
New York, New York 10022
USA

[Signature page to Support and Exchange Agreement]

CAPITAL RESEARCH AND MANAGEMENT
COMPANY, for and on behalf of certain funds it manages

By: /s/ Mark E. Brubaker

Name: Mark E. Brubaker

Title: Authorized Signatory

Address: 333 South Hope St., 55th floor
Los Angeles, CA 90071
Attn: Kristine Nishiyama

[Signature page to Support and Exchange Agreement]

FRANKLIN ADVISERS, INC., as investment manager on
behalf of certain funds and accounts

By: /s/ Ed Perks

Name: Ed Perks

Title: C.I.O

Address:

1 Franklin Pkwy, San Mateo, CA 94403

[Signature page to Support and Exchange Agreement]

SCHEDULE II

Non-U.S. Noteholder Parties

[None]

EXHIBIT A

TERM SHEET

MALLINCKRODT PLC

NEW 2L NOTES TERM SHEET

February 25, 2020

**TREATMENT OF OUTSTANDING 2022 NOTES
AND NEW 2L NOTES**

General	Outstanding 2022 Notes to be exchanged for New 2L Notes (as defined below) at par. If the amount of New 2L Notes issued in exchange for the outstanding 2022 Notes is less than the Exchange Cap (as defined below), outstanding 2023 HY Notes to be exchanged for New 2L Notes at 90% of par such that the aggregate amount of New 2L Notes issued does not exceed the Exchange Cap.
New 2L Notes	New Second Lien Senior Secured Notes, consistent with the terms set forth below (the " <u>New 2L Notes</u> ")
Issuers	Mallinckrodt International Finance S.A. and Mallinckrodt CB LLC
Amount	Up to \$610,304,000 (the " <u>Exchange Cap</u> ")
Accrued and Unpaid Interest	Upon consummation of the exchange, all accrued and unpaid interest on the exchanged outstanding 2022 Notes and, if applicable, exchanged outstanding 2023 HY Notes, to be paid in full in cash
Coupon	10.00%, payable in cash on a semi-annual basis
Maturity	April 15, 2025
Guarantees	Same guarantors as New TLs (as defined in the Amended 1L Credit Agreement Term Sheet (as defined below)), subject to exceptions consistent with the existing 2L notes
Collateral	Second lien security interest on assets subject to liens securing the debt under the Amended 1L Credit Agreement, subject to exceptions consistent with the existing 2L notes
Intercreditor Agreements	New 2L Notes to become a party (as 2L debt) to the existing 1L/2L intercreditor agreement New 2L Notes to agree to terms of 2L intercreditor agreement with holders of existing 2L notes (which shall be on market terms reasonably acceptable to Issuers)

Put	Puttable to the issuer at 101% of par upon a change of control
Mandatory Prepayments	As in the existing 2L notes.
Call Protection	110 through yr2, 105-yr3, 102.5-yr4, par thereafter; automatic acceleration upon bankruptcy
Affirmative & Negative Covenants	<p>As set forth in the existing 2L notes (except basket usage and builders calculated only from issuance date of New 2L Notes), with the following amendments:</p> <p>Add covenant that (i) a draft of any confirmation order confirming any chapter 11 plan in any chapter 11 case with respect to some or all of the Unrestricted SGx Subsidiaries (as defined below) shall be delivered to the Backstop Group and the Specified Noteholders (each as defined in the Amended 1L Credit Agreement Term Sheet (as defined below)) in advance of the filing thereof and (ii) the Issuers shall consult with the Backstop Group and the Specified Noteholders (if requested thereby) as to the terms thereof and (iii) the terms thereof shall not prohibit the granting of guarantees or liens by the Unrestricted SGx Subsidiaries to the extent required by Amended 1L Credit Agreement or the New 2L Notes.</p> <p>Add covenant that, upon emergence from any chapter 11 plan that is implemented through the unrestriction of any Unrestricted SGx Subsidiaries, each Unrestricted SGx Subsidiary shall be designated as a Restricted Subsidiary, become a Guarantor, and grant liens on its assets and enter into deposit account control agreements to secure the New 2L Notes in accordance with the collateral provisions outlined above on or before the date of re-restriction (with customary grace periods for perfection steps consistent with the Amended 1L Credit Agreement) (any breach of such covenant to be an immediate Event of Default).</p> <p>Add covenant restricting pledge of any fee owned Real Property (as defined in the indenture for the existing 2L notes) and leasehold interests in Real Property, including Principal Properties (as defined in the 4.75% 2023 notes indenture), as security for debt for borrowed money (other than debt incurred to fund the acquisition or improvement of the real property subject to such pledge) unless such Real Property is also pledged to secure the obligations under Amended 1L Credit Agreement and the New 2L Notes.</p> <p>Debt:</p> <ul style="list-style-type: none"> • Credit Agreement Basket (4.03(b)(i)): Greater of (1) \$3.25B and (2) (x) while Qualified Ratings apply (as defined below), 2.50x pro forma 1L Net Leverage or (y) while Qualified Ratings do not apply, 2.25x pro forma 1L Net Leverage

- General Basket (4.03(b)(xii)): Greater of \$325mm and 3.75% of TA
- Capitalized Lease Basket (4.03(b)(iv)): Greater of \$100mm and 1.00% of TA
- Non-Loan-Party Debt Basket (4.03(b)(xx)): Greater of \$225mm and 2.50% of TA
- Securitization Basket (4.03(b)(xvii)): Greater of \$200mm and 2.00% of TA

Liens:¹

- First Lien Basket (Clause 6(B)(y)): (x) while Qualified Ratings apply, 2.50x pro forma 1L Net Leverage or (y) while Qualified Ratings do not apply, 2.25x pro forma 1L Net Leverage
- General Basket (Clause (25)): Greater of \$100mm and 1.25% of TA

Restricted Payments:

- Cumulative Credit: Builder accrues only issue date (i.e., beginning with first fiscal quarter ending after issue date)
- General Basket (4.04(b)(x)): Greater of \$225mm and 2.50% of TA
- “Excluded Contributions” accrue only from issue date
- “Restricted Payments” to include prepayments of junior lien or unsecured debt with unlimited basket for payments made on such debt within one year of the maturity thereof.

Investments:

- General Basket (Clause (10)): Greater of \$500mm and 5.00% of TA
- Similar Business (Clause (9)): Greater of \$200mm and 2.25% of TA
- JV/Unrestricted Sub (Clause (23)): Greater of \$225mm and 2.50% of TA
- Carve-out for unrestriction of SGx entities (“Unrestricted SGx Subsidiaries”)

“Restructuring/Settlement Transactions”, to be defined to capture the transactions contemplated by the Litigation Settlement (as defined in the Exchange Agreement to which this term sheet is attached), and covenants to permit consummation thereof.

Calculation of all leverage ratios and TA calculations for purposes of covenants shall include only the EBITDA, cash or assets, as the case may be, of Subsidiaries (i.e., EBITDA, cash and assets of Unrestricted SGx Subsidiaries excluded from calculations)

¹ NTD: For the avoidance of doubt, existing 2L notes contain (and New 2L Notes will contain) a second lien basket set at 3.50x 1L/2L Net Leverage.

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

Consent Solicitation

Exchanging holders will consent to the elimination or waiver of substantially all of the restrictive covenants contained in the 2022 Notes and the associated indenture, and the elimination of certain events of default, modification of the covenant regarding mergers and the transfer of assets, and modification and elimination, as applicable, of certain other provisions, including covenants regarding future guarantors and certain provisions relating to defeasance.

**Conditions to Exchange Offers and
Consent Solicitations**

Conditions consistent in all material respects with those set forth in the Offering Memorandum relating to the offers to exchange notes of the Issuers and related consent solicitations and dated November 5, 2019, plus conditions substantially to the effect of the following:

1. No events have occurred that materially and adversely affect the ability to implement the Litigation Settlement;
2. The New TLs shall have been funded in full, and the Amended 1L Credit Agreement shall have become effective, in each case in accordance with the Amended 1L Credit Agreement Term Sheet dated February 25, 2020 (the “Amended 1L Credit Agreement Term Sheet”), prior to the settlement date of the exchange offer.

* * * *

EXHIBIT B

FORM OF JOINDER

The undersigned (“Transferee”) hereby acknowledges that it has read and understands that certain Support and Exchange Agreement, dated as of February 25, 2020 (as it may be amended in accordance with its terms, the “Agreement”), by and among Mallinckrodt International Finance S.A., Mallinckrodt CB LLC, Mallinckrodt plc and the other parties thereto, and in accordance with Section 6 of the Agreement, (i) agrees to be bound by the terms and conditions of the Agreement and shall be deemed a “Noteholder Party” under the terms of the Agreement pursuant to the terms and conditions thereof; (ii) hereby makes all representations and warranties made therein by all other Noteholder Parties; and (iii) shall be deemed a Noteholder Party under the terms of the Agreement with respect to all Existing 5.750% 2022 Notes (as defined in the Agreement) acquired by it. All notices and other communications given or made pursuant to the Agreement shall be sent to the Transferee at the address set forth below in the Transferee’s signature.

ANNEX I

Amendment

The Amendment will reduce the minimum optional redemption notice periods in Section 3.05 of the 2020 Indenture and in Paragraphs 5 and 8 of the Existing 4.875% 2020 Notes from 30 days to three Business Days (as defined in the 2020 Indenture).

SUPPORT AGREEMENT

This Support Agreement (together with the exhibits, annexes, and schedules attached hereto, this "Agreement"), dated as of February 25, 2020, is by and among (i) Mallinckrodt International Finance S.A., a société anonyme existing under the laws of Luxembourg ("MIFSA"), Mallinckrodt CB LLC, a Delaware limited liability company ("MCB" and, together with MIFSA, the "Borrowers"), and Mallinckrodt plc, a public limited company incorporated in Ireland and the ultimate parent entity of the Borrowers ("Mallinckrodt Parent" and together with the Borrowers, the "Mallinckrodt Parties"), (ii) each party set forth on Schedule 1 (each, a "Noteholder Party", and collectively, the "Noteholder Parties") committing to provide the New Term Loans, subject to the terms and conditions set forth herein (as defined below), (iii) each party set forth on Schedule 2A (each, a "Funding Term Lender" and, collectively, the "Funding Term Lenders"; collectively, with the Noteholder Parties, the "Funding Parties") committing to consent to and otherwise support entry into the Amendment (as defined below) and to provide the New Term Loans, subject to the terms and conditions set forth herein, (iv) each party set forth on Schedule 2B (each, an "Extending Revolving Lender" and collectively, the "Extending Revolving Lenders") committing to extend their Revolving Facility Loans and Revolving Facility Commitments (each as defined below) and consent to the amendments to be set forth in the Amendment, and (v) each party set forth on Schedule 2C (collectively with Schedule 1, Schedule 2A, and Schedule 2B, the "Schedules") committing to consent to and otherwise support entry into the Amendment (each, a "Consenting Secured Lender", and collectively, the "Consenting Secured Lenders" and, together with the Noteholder Parties, the Extending Revolving Lenders, and the Funding Term Lenders, the "Lender Parties," and, individually, a "Lender Party"). The Borrowers and the Lender Parties are referred to herein collectively as the "Parties."

RECITALS

WHEREAS, the Borrowers previously entered into that certain Credit Agreement, dated March 19, 2014 (as amended, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), by and among the Borrowers, Mallinckrodt Parent, the lenders party thereto, and Deutsche Bank AG New York Branch, as administrative agent (in such capacity, the "Administrative Agent");

WHEREAS, the Parties have agreed to certain terms and conditions set forth in the term sheet attached as Exhibit A hereto (the "Term Sheet") relating to an amendment to the Existing Credit Agreement (the "Amendment" and the Existing Credit Agreement, as amended by the Amendment, the "Amended Credit Agreement") that, among other things, (i) provides for commitments (on a several, but not joint basis) (each, a "New Commitment," and collectively, the "New Commitments") of \$800 million in aggregate principal amount of new term loans thereunder on the terms and subject to the conditions set forth in the Term Sheet (the "New Term Loans") and this Agreement, (ii) extends the maturity date of certain of the Revolving Facility Commitments and Revolving Facility Loans (each as defined in the Existing Credit Agreement) on the terms set forth in the Term Sheet, with such extended Revolving Facility Loans and Revolving Facility Commitments to constitute a new class of revolving loans and commitments; and (iii) makes certain other changes to the terms and conditions of the Existing Credit Agreement on the terms set forth in the Term Sheet; and

WHEREAS, each Party intends to execute the Definitive Documentation (as defined below) and fulfill its obligations thereunder subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereby agrees as follows:

Section 1. *Commitments.*

(a) In connection with the Amendment and subject to the terms and conditions set forth in this Agreement (including in Section 1(b)) and the Term Sheet, (i) each Noteholder Party commits (on a several, but not joint, basis) to provide the New Term Loans in the amounts set forth on Schedule 1, (ii) each Funding Term Lender commits (on a several, but not joint, basis) to provide the New Term Loans in the amounts set forth on Schedule 2A pursuant to the Amended Credit Agreement and agrees to consent to the amendments set forth in the Amendment and to enter into the Amendment with respect to all Loans and Commitments (each as defined in the Existing Credit Agreement) set forth on Schedule 2A; provided that certain accounts or funds managed by or affiliates of such Funding Term Lender may provide such New Term Loans (including through assignment), and each Funding Term Lender may allocate its share of the New Term Loans among such accounts, funds or affiliates in its sole discretion; provided, however, that no allocation in accordance with the immediately preceding proviso shall release any Funding Term Lender of its obligation to provide the New Term Loans, (iii) each Extending Revolving Lender commits to extend its Revolving Facility Loans and Revolving Facility Commitments under the Existing Credit Agreement pursuant to the Amended Credit Agreement and agrees to consent to the amendments set forth in the Amendment and to enter into the Amendment with respect to all Loans and Commitments set forth on Schedule 2B, and (iv) each Consenting Secured Lender commits to consent to the amendments set forth in the Amendment and to enter into the Amendment with respect to all Loans and Commitments set forth on Schedule 2C.

(b) The effectiveness of the Amendment, including the New Commitment hereunder by a Funding Party, is subject to the following conditions: (i) the satisfaction of all conditions precedent contained in the Term Sheet, (ii) the completion of Definitive Documents consistent with the Term Sheet and otherwise in form and substance reasonably acceptable to each Funding Party and each Mallinckrodt Party, (iii) no Funding Party or other Lender (as defined in the Existing Credit Agreement) has received any more favorable terms with respect to the New Term Loans or the Amendment than those currently contemplated in the Term Sheet, (iv) no Default or Event of Default exists and is continuing under the Existing Credit Agreement, and (v) all representations and warranties of the Company and the other Loan Parties set forth (A) herein and (B) in the Amendment and the Amended Credit Agreement and any Loan Document related thereto, shall be true and correct in all material respects (or, with respect to those representations and warranties expressly limited by their terms by materiality or material adverse effect qualifications, in all respects) as of the date of the Amendment (except to extent that such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such date).

(c) It is acknowledged that the Lender Parties and/or their respective affiliates, other than the Noteholder Parties, may be acting as lenders (and, in the case of the Administrative Agent, as administrative agent) under the Existing Credit Agreement, and that none of such rights and obligations under the Existing Credit Agreement shall be affected, prior to the effectiveness of the Amendment (and then only to the extent contemplated thereby) by the Lender Parties' performance or lack of performance of its obligations hereunder. The terms of this paragraph shall survive the expiration or termination of this Agreement for any reason whatsoever.

(d) It is acknowledged and agreed by the Parties that the Noteholder Parties are holders of certain 5.750% Senior Notes due 2002 (the "Existing 5.750% 2022 Notes") and 5.625% Senior Notes due 2023 (the "Existing 5.625% 2023 Notes" and together with the Existing 5.750% 2022 Notes, the "Existing Notes"), and that, substantially contemporaneously with the execution of this Agreement and in contemplation thereof, the Borrowers and the Noteholder Parties are entering into a Support and Exchange Agreement dated as of February 25, 2020 (the "Exchange Agreement") pursuant to which the Noteholder Parties will exchange certain of the Existing Notes into second lien notes in accordance with the terms and conditions of the Exchange Agreement (the "Exchange"), and it is further acknowledged that the Exchange does not cause Section 1(b)(iii) of this Agreement to not be satisfied or implicate Section 4(c) of this Agreement.

Section 2. *Representations and Warranties of the Parties.* Each Lender Party (other than the Administrative Agent, except with respect to clause (d)) hereby represents and warrants, severally and not jointly, to Mallinckrodt Parent and the Borrowers, that the following statements are true and correct as of the date hereof:

(a) Such Party has all necessary corporate or similar power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) This Agreement has been duly and validly executed and delivered by such Party. This Agreement constitutes the valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by (i) the effects of bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors generally or (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance of this Agreement by such Party, and such Party's compliance with the provisions hereof, will not (with or without notice or lapse of time, or both): (i) violate any provision of such Party's organizational or governing documents; (ii) violate any law or order applicable to such Party; or (iii) require any consent or approval under, violate, result in any breach of, or constitute a default under, or result in termination or give to others any right of termination, amendment, acceleration or cancellation of any contract, agreement, arrangement or understanding that is binding on such Party, except,

in the case of clause (ii) and (iii) above, where not reasonably likely to have a material adverse effect on the ability of such Party to perform its obligations under this Agreement or the transactions contemplated hereby.

(d) The principal amount of loans pursuant to the Existing Credit Agreement owned by such Lender Party, as of the date hereof, is set forth on Schedule 2A, Schedule 2B, or Schedule 2C, as applicable.

Section 3. *Representations and Warranties of the Borrowers.* Each Borrower hereby represents and warrants, severally and not jointly, to the Lender Parties that the following statements are true and correct as of the date hereof:

(a) Such Party has all necessary corporate or similar power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) This Agreement has been duly and validly executed and delivered by such Party. This Agreement constitutes the valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by (i) the effects of bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors generally or (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance of this Agreement by such Party, and such Party's compliance with the provisions hereof, will not (with or without notice or lapse of time, or both): (i) violate any provision of such Party's organizational or governing documents; (ii) violate any law or order applicable to such Party; or (iii) require any consent or approval under, violate, result in any breach of, or constitute a default under, or result in termination or give to others any right of termination, amendment, acceleration or cancellation of any contract, agreement, arrangement or understanding that is binding on such Party (other than such consents as are contemplated by this Agreement), except, in the case of clause (ii) and (iii) above, where not reasonably likely to have a material adverse effect on the ability of such Party to perform its obligations under this Agreement or the transactions contemplated hereby.

Section 4. *Covenants.*

(a) Each of the Parties hereby covenants and agrees to negotiate in good faith, and use its good faith efforts, to execute, as expeditiously as reasonably possible, the Amendment and any related definitive documentation contemplated by the Term Sheet (together with the Amendment, the "Definitive Documentation"), on terms consistent with the Term Sheet.

(b) Within two (2) business days of the date hereof, the Mallinckrodt Parties shall pay in full all accrued and unpaid fees and expenses of Gibson, Dunn & Crutcher LLP and Paul, Weiss, Rifkind & Garrison LLP, to the extent documented in an invoice which is provided to the Mallinckrodt Parties prior to the execution of this Agreement, in each case which are accrued on or prior to the Execution Date, and in each case in accordance with the

terms of the applicable fee letter or engagement letter in effect as of the date hereof between Mallinckrodt and such counsel other than with respect to timing of payment, which shall be in accordance with this Section 4(b).

(c) In the event any Funding Party or other Lender receives any more favorable terms with respect to the New Term Loans or the Amendment than those currently contemplated in the Term Sheet, any such more favorable term shall automatically be deemed incorporated into the Term Sheet and any other Definitive Documents, as applicable.

Section 5. *Termination.*

(a) This Agreement and the obligations of the Parties hereunder will terminate upon the earliest of (i) mutual written consent of the Parties, (ii) March 20, 2020, (iii)(A) in the case of any of the Lender Parties, the breach of any of the terms hereunder by the Mallinckrodt Parties, and (B) in the case of the Mallinckrodt Parties, the breach of any other Party of any of the terms hereunder, or (iv) the issuance or incurrence (or the entry into an agreement in principle in respect thereof) on or after the date hereof and prior to the effectiveness of the Amendment by any of the Mallinckrodt Parties' or their subsidiaries that are guarantors under the Existing Credit Agreement of any indebtedness for borrowed money to third parties (including refinanced, replaced or exchanged indebtedness) with a priority equal to or senior, or structurally senior to, to the priority of the Loans (as defined in the Existing Credit Agreement) or with a maturity date any earlier than any of the 2017 Term B Facility Maturity Date, the 2018 Incremental Term Facility Maturity Date, or the Revolving Facility Maturity Date (each term as defined in the Existing Credit Agreement).

(b) Notwithstanding anything herein to the contrary, no termination of this Agreement shall relieve or otherwise limit the liability of any Party for any breach of this Agreement occurring prior to such termination. This Section 5(b) and Section 10 shall survive termination of this Agreement.

Section 6. *Effectiveness.* This Agreement shall not become effective and binding on the Parties unless and until a counterpart signature page to this Agreement has been executed and delivered by such Party.

Section 7. *Waivers and Amendments.* This Agreement may be amended, modified, altered or supplemented with respect to any Lender Party only by a written instrument executed by the Borrowers and such Lender Party. Any failure of a Party to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the Party or Parties entitled to the benefits thereof only by a written instrument signed by the Party or Parties granting such waiver. No delay on the part of any Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof; nor will any waiver on the part of any party to this Agreement of any right, power or privilege under this Agreement operate as a waiver of any other right, power or privilege under this Agreement, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement.

Section 8. *Agreements Coupled with an Interest.* The agreements contained herein relating to tendering and delivery of consents are coupled with an interest and, except as expressly contemplated herein, may not be revoked during the term of this Agreement.

Section 9. *No Admissions and Reservation of Rights.* Nothing herein shall be deemed an admission of any kind. The Parties acknowledge and agree that this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding, other than a proceeding to enforce the terms of this Agreement. Except as expressly provided in this Agreement, nothing herein is intended to, does, or shall be deemed in any manner to waive, limit, impair, or restrict the ability of each of the Lender Parties to protect and preserve its rights, remedies and interests, including, but not limited to, any of their rights and remedies, under the Existing Credit Agreement and other Loan Documents (as defined in the Existing Credit Agreement). Without limiting the foregoing sentence in any way, if this Agreement is terminated for any reason or the transactions contemplated by this Agreement are not consummated as provided herein, each of the Parties fully reserves any and all of its respective rights, remedies, and interests.

Section 10. *Miscellaneous.*

(a) *Notices.* Any notices or other communications required or permitted under, or otherwise given in connection with, this Agreement will be in writing and will be deemed to have been duly given (i) when delivered or sent if delivered in Person by courier service or messenger or sent by email or (ii) on the next business day if transmitted by international overnight courier, in each case as follows:

If to any Mallinckrodt Party, addressed to:

Mallinckrodt International Finance S.A.
124, boulevard de la Pétrusse
L - 2330 Luxembourg
R.C.S. Luxembourg: B172865
Attention: Marie Luporsi
Email: Marie.Luporsi@mnk.com
Phone: +352 27 17 72 11

with a copy to (for informational purposes only):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Victor Goldfeld and John R. Sobolewski
Email: VGoldfeld@wlrk.com and JRSobolewski@wlrk.com
Phone: (212) 403-1000

If to a Noteholder Party, addressed to it at the address set forth on such Noteholder Party's signature page attached hereto.

with a copy to (for informational purposes only):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019

Attention: Andrew N. Rosenberg, Alice Belisle Eaton and Caith Kushner
Email: ARosenberg@paulweiss.com, AEaton@paulweiss.com and CKushner@paulweiss.com
Phone: (212) 373-3000

If to a Secured Term Lender, addressed to it at the address set forth on such Secured Term Lender's signature page attached hereto.

with a copy (for informational purposes only):

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166

Attention: Scott J. Greenberg, Steven A. Domanowski, Michael J. Cohen
Email: sgreenberg@gibsondunn.com, sdomanowski@gibsondunn.com, mcohen@gibsondunn.com
Phone: (212) 351-4000

If to a Secured Revolving Lender, addressed to it at the address set forth on such Secured Revolving Lender's signature page attached hereto.

with a copy (for informational purposes only):

[●]

(b) *Governing Law.* This Agreement will be governed by, and construed in accordance with, the laws of the State of New York, without regard to laws that may be applicable under conflicts of laws principles (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(c) *Venue.* By execution and delivery of this Agreement, each of the Parties irrevocably and unconditionally agrees that any legal action, suit, or proceeding with respect to any matter under or arising out of or in connection with this Agreement, or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, shall be brought in a court of competent jurisdiction located in the City of New York. Each Party irrevocably waives any objection it may have to the venue of any action, suit, or proceeding brought in such court or to the convenience of the forum.

(d) *Personal Jurisdiction.* By execution and delivery of this Agreement, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of a court of competent jurisdiction located in the City of New York for purposes of any action, suit or proceeding arising out of or relating to this Agreement.

(e) *Waiver of Jury Trial.* EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (iii) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10(e).

(f) *Remedies.* The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties will be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of appropriate jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity. Except as otherwise provided in this Agreement, any and all remedies in this Agreement expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(g) *Severability.* If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

(h) *Assignment.* This Agreement and the rights and obligations hereunder may not be assigned or otherwise transferred by any Party by operation of law or otherwise without the prior written consent of the other Parties; *provided* that this Agreement shall not prohibit any Lender Party (a "Transferor") from assigning or otherwise transferring any Loans or Commitments under the Existing Credit Agreement which are held thereby to another person (a "Transferee") to the extent such transfer is permitted by and consummated in accordance with the Existing Credit Agreement (a "Transfer"), *provided* that as a condition

precedent to the effectiveness of any such Transfer, such Transferee executes and delivers a joinder agreement substantially in the form attached hereto as Exhibit B to counsel to the Borrowers (as set forth in Section 10(a) hereof) at or prior to the time of such Transfer, and such Transferee shall assume all obligations of the Transferor with respect such rights or obligations; it being understood that nothing in this sentence shall require any Transferor (or permit any Transferor, to the extent such assignment is subject to restriction) to assign all or any portion of its New Commitments as a result of any Transfer. With respect to any Transfers effectuated in accordance with the immediately preceding sentence, (A) such transferee shall be deemed to be a Lender Party for purposes of this Agreement, and (B) the Borrowers shall be deemed to have acknowledged such Transfer. Notwithstanding anything to the contrary herein, the Funding Parties may not assign or otherwise transfer any New Commitments to provide the New Term Loans (other than to another Lender Party) at any time without the consent of the Mallinckrodt Parties. Subject to the preceding three sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective permitted successors and assigns. Any assignment in violation of the foregoing shall be null and void *ab initio*.

(i) *No Third-Party Beneficiaries.* Unless expressly stated or referred to herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary of this Agreement.

(j) *Entire Agreement.* This Agreement, together with all exhibits attached hereto, constitutes the entire understanding and agreement among the Parties with regard to the subject matter hereof and supersedes all prior agreements among the Parties with respect thereto.

(k) *Counterparts.* This Agreement may be executed in one or more counterparts (which may include counterparts delivered by any standard form of telecommunication), and by the different Parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Facsimile copies or "PDF" or similar electronic data format copies of signatures shall constitute original signatures for all purposes of this Agreement and any enforcement hereof.

(l) *Headings.* The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

(m) *Interpretation.* This Agreement is the product of negotiations among the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above set forth.

MALLINCKRODT INTERNATIONAL FINANCE S.A.

By: /s/ John E. Einwalter

Name: John E. Einwalter

Title: Director

MALLINCKRODT CB LLC

By: /s/ John E. Einwalter

Name: John E. Einwalter

Title: Vice President & Treasurer

MALLINCKRODT PLC

By: /s/ John E. Einwalter

Name: John E. Einwalter

Title: Vice President & Treasurer

[Signature page to Support Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above set forth.

LENDER PARTIES

GLENDON CAPITAL MANAGEMENT LP, In its capacity as investment advisor to the lenders identified in Schedules 2A and 2C

By: /s/ Brian Lanktree
Name: Brian Lanktree
Title: Authorized Signatory

Address: 2425 Olympic Blvd, Suite 500E Santa Monica, CA 90404

RR 1 LTD
By: Redding Ridge Asset Management LLC, Management Series 2, its collateral manager

By: /s/ Joseph D. Glatt
Name: Joseph D. Glatt
Title: Authorized Signatory

Address: [●]

RR 2 LTD
By: Redding Ridge Asset Management LLC, Management Series 2, its collateral manager

By: /s/ Joseph D. Glatt
Name: Joseph D. Glatt
Title: Authorized Signatory

Address: [●]

[Signature page to Support Agreement]

RR 4 LTD

By: Redding Ridge Asset Management LLC, Management Series 2, its asset manager

By: /s/ Joseph D. Glatt

Name: Joseph D. Glatt

Title: Authorized Signatory

Address: [●]

CIFC Asset Management LLC

By: /s/ Robert Mandery

Name: Robert Mandery

Title: Managing Director

Address: 875 3rd Avenue, 24th Floor, New York, NY 10022

OCTAGON CREDIT INVESTORS, LLC, on behalf of certain funds and accounts

By: /s/ Thomas A. Connors

Name: Thomas A. Connors

Title: Authorized Signer

Address: 250 Park Ave., 15th Floor, New York, NY 10177

[Signature page to Support Agreement]

MARATHON ASSET MANAGEMENT, LP,
As investment manager for various funds and accounts

By: /s/ Louis T. Hanover

Name: Louis T. Hanover

Title: Co-Managing Partner

Address: 1 Bryant Park, 38th Floor, New York, NY 10036

Nuveen Senior Income Fund

By: /s/ James Kim

Name: James Kim

Title: Authorized Signature

Address: 555 California Street, Suite 3100, San Francisco,
CA 94104

Nuveen Floating Rate Income Fund

By: /s/ James Kim

Name: James Kim

Title: Authorized Signer

Address: 555 California Street, Suite 3100, San Francisco,
CA 94104

[Signature page to Support Agreement]

Nuveen Floating Rate Income Opportunity
Fund

By: /s/ James Kim

Name: James Kim

Title: Authorized Signatory

Address: 555 California Street, Suite 3100, San Francisco,
CA 94104

Nuveen Symphony Floating Rate Income Fund

By: /s/ James Kim

Name: James Kim

Title: Authorized Signature

Address: 555 California Street, Suite 3100, San Francisco,
CA 94104

Nuveen Short Duration Credit Opportunities Fund

By: /s/ James Kim

Name: James Kim

Title: Authorized Signer

Address: 555 California Street, Suite 3100, San Francisco,
CA 94104

[Signature page to Support Agreement]

BAYCITY SENIOR LOAN MASTER
FUND LIMITED, By: Symphony Asset
Management LLC, As Investment Advisor

By: /s/ James Kim

Name: James Kim

Title: Co-Head of Investments

Address: 555 California Street, Suite 3100, San Francisco,
CA 94104

Municipal Employees Annuity & Benefit
Fund of Chicago, By: Symphony Asset
Management LLC, As Investment Advisor

By: /s/ James Kim

Name: James Kim

Title: Co-Head of Investments

Address: 555 California Street, Suite 3100, San Francisco,
CA 94104

BayCity Corporate Arbitrage and Relative
Value Fund, L.P., By: Symphony Asset
Management LLC, As Investment Advisor

By: /s/ James Kim

Name: James Kim

Title: Co-Head of Investments

Address: 555 California Street, Suite 3100, San Francisco,
CA 94104

[Signature page to Support Agreement]

Symphony Floating Rate Senior Loan Fund,
By: Symphony Asset Management LLC, As Investment
Advisor

By: /s/ James Kim
Name: James Kim
Title: Co-Head of Investments

Address: 555 California Street, Suite 3100,
San Francisco, CA 94104

Principal Funds, Inc. – Diversified Real Asset Fund, By:
Symphony Asset Management LLC, As Investment Advisor

By: /s/ James Kim
Name: James Kim
Title: Co-Head of Investments

Address: 555 California Street, Suite 3100,
San Francisco, CA 94104

Principal Diversified Real Asset CIT, By: Symphony Asset
Management LLC, As Investment Advisor

By: /s/ James Kim
Address: James Kim
Title: Co-Head of Investments

Address: 555 California Street, Suite 3100,
San Francisco, CA 94104

[Signature page to Support Agreement]

PENSIONDANMARK
PENSIONFORSIKRINGS AKTIESELSKAB,
By: Symphony Asset Management LLC, As Investment
Advisor

By: /s/ James Kim
Name: James Kim
Title: Co-Head of Investments

Address: 555 California Street, Suite 3100,
San Francisco, CA 94104

BayCity Alternative Investment Funds
SICAV-SIF – BayCity US Senior Loan Fund,
By: Symphony Asset Management LLC, As Investment
Advisor

By: /s/ James Kim
Name: James Kim
Title: Co-Head of Investments

Address: 555 California Street, Suite 3100,
San Francisco, CA 94104

Menard, Inc., By: Symphony Asset Management LLC, As
Investment Advisor

By: /s/ James Kim
Name: James Kim
Title: Co-Head of Investments

Address: Address: 555 California Street, Suite 3100,
San Francisco, CA 94104

[Signature page to Support Agreement]

Eaton Vance Management & Boston
Management and Research

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

Address: [●]

PGIM, Inc., on behalf of one or more funds and/or accounts
for which it serves as investment manager

By: /s/ Ian Johnston

Name: Ian Johnston

Title: Vice President

Address: [●]

First Eagle Alternative Credit, LLC

By: /s/ Robert Hickey

Name: Robert Hickey

Title: Senior Managing Director

Address: 227 W. Monroe St. Suite 3200
Chicago, IL 60606

[Signature page to Support Agreement]

Neuberger Berman Investment Advisers LLC, as investment manager of certain funds and/or accounts

By: /s/ Stephen J. Casey

Name: Stephen J. Casey

Title: Managing Director

Address: 190 South LaSalle Street, 27th Floor,
Chicago, IL 60603

Neuberger Berman Loan Advisers LLC, as collateral manager of certain funds

By: /s/ Stephen J. Casey

Name: Stephen J. Casey

Title: Managing Director

Address: 190 South LaSalle Street, 27th Floor,
Chicago, IL 60603

Each of Centerbridge Credit Partners Master, L.P. and Centerbridge Special Credit Partners III., L.P., in their individual capacities as lenders

By: /s/ Vivek Melwani

Name: Vivek Melwani

Title: Authorized Signatory

Address: 375 Park Ave, 11th Floor, New
York, NY 10152

[Signature page to Support Agreement]

BlackRock Financial Management, Inc., on behalf of certain funds and accounts on Schedule 2A and Schedule 2C

By: /s/ Robert Wartell
Name: Robert Wartell
Title: Authorized Signatory
Address: 55 East 52nd Street, New York, NY 10055

BlackRock Advisors, LLC, on behalf of certain funds and accounts on Schedule 2A and Schedule 2C

By: /s/ Robert Wartell
Name: Robert Wartell
Title: Authorized Signatory
Address: 55 East 52nd Street, New York, NY 10055

BlackRock Investment Management, LLC, on behalf of certain funds and accounts on Schedule 2A and Schedule 2C

By: /s/ Robert Wartell
Name: Robert Wartell
Title: Authorized Signatory
Address: 55 East 52nd Street, New York, NY 10055

[Signature page to Support Agreement]

AURELIUS CAPITAL MASTER, LTD.

By: /s/ Samuel Jed Rubin

Name: Samuel Jed Rubin

Title: Authorized Signatory

Address: c/o Aurelius Capital Management, LP, 535
Madison Avenue, 31st Floor, New York, New York 10022,
USA

FRANKLIN CUSTODIAN FUNDS –
FRANKLIN INCOME FUND

FRANKLIN ADVISERS, INC., AS
INVESTMENT MANAGER

By: /s/ Ed Perks

Name: Ed Perks

Title: C.I.O.

Address: 1 Franklin Pkwy, San Mateo, CA 94403

CAPITAL RESEARCH AND MANAGEMENT
COMPANY, for and on behalf of certain funds it manages

By: /s/ Mark E. Brubaker

Name: Mark E. Brubaker

Title: Authorized Signatory

Address: 333 South Hope St., 55th Floor, Los Angeles, CA
90071. Attn: Kristine Nishiyama

[Signature page to Support Agreement]

EXHIBIT A

New Money Term Loan Financing – Summary Terms

Amount	<ul style="list-style-type: none">• \$800 million• Backstop Group (as defined below) shall be allocated an aggregate commitment of \$400 million; remaining commitments allocated to the Specified Noteholders¹ (collectively, “<u>Additional Funding Lenders</u>”) solely on the same terms and conditions as contemplated herein (including, without limitation, the economic terms set forth herein).
Use of Proceeds	<ul style="list-style-type: none">• Up to \$615 million (plus accrued and unpaid interest on 2020 notes) used to refinance 2020 Notes; fees set forth herein and costs and expenses associated herewith may be paid from proceeds; remaining proceeds shall be used to repay on or prior to March 20, 2020 Revolver loans in an amount to be determined by the Company (defined for purposes of this Term Sheet as Mallinckrodt plc and its applicable subsidiaries) held by Revolver lenders who consent to the extension of the maturity date of the Revolver to March 2024 and the commitments of such extending Revolver lenders shall be permanently reduced in an amount equal to the amount of such repayment (the terms described in this clause, the “<u>Revolver Extension Terms</u>”).
Facility	<ul style="list-style-type: none">• Senior Secured First Lien Term Loan (“<u>New TL</u>”)
Lenders	<ul style="list-style-type: none">• Backstopped by certain lenders in the Ad Hoc Group of existing 1L term lenders (the “<u>Backstop Group</u>”) and the Specified Noteholders, allocated as described above• Portion backstopped by the Backstop Group offered to all existing 1L term lenders (“<u>Existing Term Loans</u>”) pro rata through a post-signing syndication
Documentation, Conditions Precedent, Effectiveness & Drawing	<ul style="list-style-type: none">• Amendment to be executed by certain Lenders (including the Backstop Group), Administrative Agent, and the Company. Signees of the Amendment must constitute (i) Required Lenders, (ii) Required Revolving Facility Lenders and (iii) Majority Lenders of each tranche of Existing Term Loans

¹ “Specified Noteholders” means the entities set forth on Schedule I to the Exchange and Support Agreement, dated as of February 25, 2020, between the Company and certain noteholders party thereto.

- Amendment will provide for (i) New TL commitments contemplated herein, (ii) Credit Agreement Amendment consistent with the terms herein and (iii) Revolver Extension Terms
- Amendment will be entered into and become effective on the date on which (i) the Company delivers specified closing deliverables in form and substance consistent with prior amendments; (ii) (A) Lenders constituting (I) the Additional Funding Lenders, (II) the Backstop Group, (III) the Required Lenders, (IV) the Required Revolving Facility Lenders and (V) the Majority Lenders of each tranche of Existing Term Loans, (B) the Administrative Agent and (C) the loan parties execute the definitive documentation for the Amendment (which shall be on terms consistent with this term sheet); (iii) the Company has commenced the exchange offer with respect to the senior notes due 2022 issued by the Company in accordance with the Support and Exchange Agreement (which Support and Exchange Agreement will (A) be delivered in advance to the Backstop Group, (B) provide for the exchange of such notes into notes junior to the Existing Credit Agreement Debt (as defined below) and the New TL, and (C) be entered into prior to or simultaneously with the Amendment; and (iv) the Company pays accrued and unpaid fees and expenses of Gibson, Dunn & Crutcher LLP, Paul, Weiss, Rifkind & Garrison LLP and Evercore Group LLC in accordance with existing agreed-upon arrangements (the “First Lien Advisors”) (such date, the “Effectiveness Date”)
- New TL commitments will be funded on the Effectiveness Date
- 4 years (March 2024)
- Pari passu in lien and payment priority to the Existing Credit Agreement Debt
- First priority liens on (i) existing secured debt collateral, including, without limitation, a guarantee from and a pledge of all the assets of the SGx subsidiaries; (ii) pledges of the stock of specified first-tier foreign subsidiaries not otherwise pledged for the benefit of the Existing Credit Agreement Debt and the

Maturity

Collateral / Priority

New TL to the extent the pledge of the stock of each such foreign subsidiary does not impose adverse tax consequences on the Company;² and (iii) deposit account control agreements over all material deposit accounts with exceptions to be agreed for the benefit of the Existing Credit Agreement Debt and the New TL, including exception for collection accounts, which guarantees, liens and deposit account control agreements in respect of the SGx subsidiaries would be automatically released upon the designation of such SGx subsidiaries as Unrestricted Subsidiaries and restored upon the re-designation of such SGx subsidiaries as Subsidiaries (as defined in the Existing Credit Agreement) on the effective date of a chapter 11 plan that implements an Acceptable Opioid Settlement (such date, the "Re-Restriction Date") (with customary grace periods and provision for mutually-agreed extensions for perfection steps other than deliveries of certificated collateral and filing of UCC-1s); provided that, upon the occurrence of the Settlement Termination Date (as defined below) and to the extent permitted under applicable law, the borrowers shall take such actions as are necessary to cause the Unrestricted SGx Entities to be (i) re-designated as Subsidiaries, (ii) become Guarantors, and (iii) grant liens on their respective assets to secure the Existing Term Loans and the New TL (with customary grace periods and provision for mutually-agreed extensions for perfection steps other than deliveries of certificated collateral and filing of UCC-1s).

Pricing

- L + 650 bps

Transaction Payments

- Backstop payment: 2.00%, payable in cash to Backstop Group and the Specified Noteholders, pro rata in accordance with their allocations
- Commitment payment: 2.00%, payable in cash to all participating lenders (including the Backstop Group and the Specified Noteholders) pro rata in accordance with their commitments

Transaction Payments to be made on the Effectiveness Date

² NTD: Intended to be list provided by GDC as of 2/21 (or immediate parent thereof, where listed entity is held by CFC holdco). Subject to ongoing tax diligence.

Call Protection
Financial Covenant

- 103, 102, 101, par
- 4.00x 1L Net Leverage covenant
 - Intended to cover leverage through the New TL and the Existing Credit Agreement Debt

Amortization
Mandatory Prepayments
Affirmative Covenants

- EBITDA to include SGx subsidiaries (even when unrestricted during implementation of settlement)
- 5% per annum, payable in equal installments every quarter
- No change; as set forth in the Existing Credit Agreement
- As set forth in the Existing Credit Agreement, except as set forth herein.
- Commercially reasonable efforts to obtain and maintain public ratings for the New TL from both S&P and Moody's (but not to obtain or maintain any specific rating).
- Additional confidential, professional eyes only reporting around outstanding litigation, settlement negotiations related thereto and the Opioid Settlement Term Sheet (as defined below) and any proposed modifications thereto to First Lien Advisors (unless otherwise designated by Required Lenders), subject to review by litigation counsel relating to privileged matters, as well as securities law concerns and similar matters.

Negative Covenants

- Same Debt Incurrence, Lien Incurrence, Restricted Payment, Permitted Investment, and any other negative covenant provisions as those proposed for the Existing Credit Agreement Debt (as defined below) in the "Credit Agreement Amendment – Illustrative Terms" section herein.

Credit Agreement Amendment – Summary Terms

Applicable Loans	<ul style="list-style-type: none">• Revolving Loans due 2022 (the “<u>Revolver</u>”), Term Loans due 2024 and Term Loans due 2025 (the “<u>Existing Term Loans</u>”, and collectively with the Revolver, the “<u>Existing Credit Agreement Debt</u>”; the lenders thereunder and under the New TL, the “<u>First Lien Lenders</u>”; the credit agreement governing the Existing Credit Agreement Debt, the “<u>Existing Credit Agreement</u>”))
Consent Fee	<ul style="list-style-type: none">• 50 bps payable in cash to consenting Existing Credit Agreement Debt
Pricing	<ul style="list-style-type: none">• Applicable margin for each class of Existing Term Loans to be increased by 100 bps
Call Protection	<ul style="list-style-type: none">• 101 soft call for 12 months on Existing Term Loans
Amortization	<ul style="list-style-type: none">• 2.0% of principal amount on Effectiveness Date per annum, payable in equal installments every quarter
Cash Sweep	<ul style="list-style-type: none">• 50% of ECF, when 1L Net Leverage ³ 1.75x• ECF to be defined (1) to expressly exclude ECF of SGx subsidiaries accrued while such subsidiaries are unrestricted and (2) to be reduced by all settlement payments• ECF payments shall not be deemed prepayments of prospective amortization payments
Financial Covenant	<ul style="list-style-type: none">• Existing Revolver 5.0x net leverage covenant to be modified upon Revolver requisite consent to a 4.00x 1L Net Leverage covenant and apply to all Existing Credit Agreement Debt<ul style="list-style-type: none">• Intended to cover leverage through the New TL and the Existing Credit Agreement Debt• EBITDA to include SGx subsidiaries (even when unrestricted during implementation of settlement)
Affirmative Covenants	<ul style="list-style-type: none">• Waiver of “going concern” or similar financial reporting qualifications for reports delivered up until and including the fiscal quarter ended after the effective date of the plan for the SGx entities’ Chapter 11 proceeding

Debt and Lien Incurrence

- Modify covenants governing debt and lien incurrence as follows:
 - Incremental Debt (2.21 / 6.01(v) / 6.02(gg)): (i) \$25mm plus (ii) following commencement of a chapter 11 case with respect to some or all of the Unrestricted SGx Entities, \$125mm, provided that, prior to consummation of an Acceptable Opioid Settlement, the proceeds of any debt incurred pursuant to this clause (ii) shall be used for liquidity enhancement purposes and not to prepay, refinance or exchange junior debt plus (iii) following consummation of an Acceptable Opioid Settlement, additional amounts up to 2.25x pro forma 1L Net Leverage
 - General Debt / Liens (6.01(k) / 6.02(ii)): \$50mm or 0.50% of CTA
 - Additional provisions applicable to Incremental Debt and General Debt / Liens baskets:
 - Debt and lien capacity under such baskets as set forth above are after incurrence of new TL (*i.e.*, baskets shall not be reduced by such incurrence)
 - 50bps MFN for the Existing Credit Agreement Debt and the New TL upon the incurrence of any pari debt (whether as loans or bonds) after closing of the New TL; no MFN as a result of the incurrence of the New TL
 - Non-Loan Party Debt / Liens (6.01(q)): \$50mm or 0.5% of CTA
 - Ratio Liens (6.02(ff)): Up to 4.0x Pro Forma Secured Net Leverage Ratio; junior liens only
 - Receivables Securitizations (6.01(t)): greater of \$200mm or 2.0% of CTA
 - Sale-Leasebacks (6.01(j)): greater of \$150mm or 1.5% of CTA
 - Prohibition on incurring debt senior to the Existing Credit Agreement Debt
 - Prohibition on incurring debt pari to the Existing Credit Agreement Debt (other than as otherwise permitted under baskets)

- Definition of “Permitted Debt”: Delete “if such Permitted Debt is secured” in clause (iii).
- Calculation of all leverage ratios for purposes of debt/lien covenants shall include only the EBITDA of Subsidiaries (*i.e.*, EBITDA of Unrestricted SGx Entities excluded from calculation)

Restricted Payments

- Modify covenants governing restricted payments as follows:
 - General Basket (6.06(g)): \$150mm or 1.5% of CTA, subject to no Event of Default and pro forma Net Secured Leverage Ratio of no greater than 4.25x
 - Ratio Basket (6.06(h)): Subject to 2.75x Pro Forma Net Leverage
 - Builder Basket (6.06(d)): Eliminated
 - Calculation of all leverage ratios for purposes of RP covenant shall include only the EBITDA of Subsidiaries (*i.e.*, EBITDA of Unrestricted SGx Entities excluded from calculation)

Permitted Investments

- Modify covenants governing permitted investments as follows:
 - General Basket (6.04(j)(X)): (i) Greater of \$100mm and 1.0% of CTA plus (ii) if no Event of Default and pro forma Net Secured Leverage Ratio no greater than 4.25x, greater of \$100mm and 1.0% of CTA
 - Ratio Basket (6.04(aa)): Subject to 2.75x Pro Forma Net Leverage
 - Builder Basket (6.04(j)(Y)): Eliminated
 - Investments in non-Loan Parties (6.04(b)(iv)): (i) Greater of \$100mm and 1.0% of CTA plus (ii) if no Event of Default and pro forma Net Secured Leverage Ratio no greater than 4.25x, greater of \$100mm and 1.0% of CTA; provided that, in the cases of the foregoing clauses (i) and (ii), such Investments shall be undertaken in the ordinary course of business.
 - Additional basket for Investments in non-Loan Parties equal to greater of \$200mm and 2.0%

of CTA, provided that (a) any such Investments shall (i) comprise intercompany transactions undertaken in good faith (as certified by a responsible financial or accounting officer of the Company) for the purpose of improving the consolidated tax efficiency of the Company and not for the purpose of circumventing any other covenant and (ii) be made solely in the form of cash, notes, receivables or securities, and (b) the entity into which such Investment was made shall become a Guarantor or its parent shall pledge that portion of such entity's equity that was previously unencumbered, in each case solely if and to the extent (and for so long as) the Company determines in good faith that such guarantee or pledge (A) could not reasonably be expected to result in any material tax, other cost (other than a de minimis cost) or disruption in the Company's operations or internal financing activities and (B) is permitted by, and could not reasonably be expected to cause directors or officers to become subject to related liabilities under, applicable law.

- Calculation of all leverage ratios under investment covenant shall include only the EBITDA of Subsidiaries (i.e., EBITDA of Unrestricted SGx Entities excluded from calculation)
- Carve-out (in covenant and definition of "Unrestricted Subsidiary") for unrestriction (and re-designation as Subsidiaries) of subsidiaries comprising the Specialty Generics business and parent holding companies thereof (such subsidiaries, while designated as Unrestricted Subsidiaries, the "Unrestricted SGx Entities") until the effective date of a chapter 11 plan that implements an Acceptable Opioid Settlement; for the avoidance of doubt, the failure to re-designate the Unrestricted SGx Entities as Subsidiaries on the Re-Restriction Date shall constitute an immediate Event of Default under the Credit Agreement.

Other

- Milestones tied to implementation of Acceptable Opioid Settlement to be agreed.
 - To the extent an Acceptable Opioid Settlement is implemented through unrestricting the SGx subsidiaries, the Unrestricted SGx Entities will be re-designated as Subsidiaries on the Re-Restriction Date, and will become Guarantors, and re-grant liens on their assets and enter into deposit account control agreements to secure the Existing Credit Agreement Debt and the New TL on the Re-Restriction Date (with customary grace periods and provision for mutually-agreed extensions for perfection steps other than deliveries of certificated collateral and filing of UCC-1s).
- Eliminate ability to designate Unrestricted Subsidiaries and otherwise transfer any assets to any existing Unrestricted Subsidiary, other than (i) solely with respect to designation of Unrestricted Subsidiaries, the Unrestricted SGx Entities for the purposes of effectuating an Acceptable Opioid Settlement, (ii) no worse than arms'-length transactions between Parent/Subsidiaries and Unrestricted Subsidiaries, which are comprised of (x) ordinary-course transactions or (y) a potential intercompany DIP loan and other transactions entered into in connection with the unrestriction and/or chapter 11 cases of the Unrestricted SGx Entities³, (iii) designation and filing of other liability-laden Subsidiaries that the Company determines (subject to the consent of Required Lenders if such Subsidiaries represent in the aggregate greater than 2.0% of EBITDA or 2.0% of CTA) to "clean up" as part of the settlement process⁴ and (iv) de minimis basket for designations of up to \$25mm in the aggregate

³ NTD: Company to provide to First Lien Advisors intercompany data and drafts of intercompany transaction proposals and agreements. Company and First Lien Advisors to coordinate on due diligence process reasonably satisfactory to First Lien Advisors.

⁴ NTD: Additional subsidiaries to be scheduled.

- Event of Default if:
 - To the extent an Acceptable Opioid Settlement is implemented through unrestricting SGx subsidiaries, any Unrestricted SGx Entity is not re-designated as a Restricted Subsidiary, does not become a Guarantor, and does not grant liens on its assets and enter into deposit account control agreements to secure the Existing Term Loans and the New TL, in each case, on or before the Re-Restriction Date (with customary grace periods and provision for mutually-agreed extensions for perfection steps other than deliveries of certificated collateral and filing of UCC-1s).
 - Prior to consummation of an Acceptable Opioid Settlement, any Loan Party or Unrestricted SGx Entity consummates any settlement of a material portion of the Opioid Claims (as defined below) that is not an Acceptable Opioid Settlement.
 - Any termination of the Company's efforts to obtain the approval of an Acceptable Opioid Settlement, except such termination resulting from the consummation of an Acceptable Opioid Settlement and the related chapter 11 plan that implements an Acceptable Opioid Settlement; the entry of a final, non-appealable order by the bankruptcy court in the chapter 11 cases of the Unrestricted SGx Entities (or any court having appellate jurisdiction therefrom) denying confirmation of a plan (or motion under Bankruptcy Rule 9019, if pursued) seeking to implement an Acceptable Opioid Settlement (subject to a 120-day grace period within which to obtain an order approving or otherwise confirming a plan (or motion under Bankruptcy Rule 9019, if applicable) implementing, an Acceptable Opioid Settlement) (the date of such termination or the expiration of such grace period, the "Settlement Termination Date").
 - The sale of all or substantially all of the assets or stock of the Unrestricted SGx Entities taken as a whole (other than ordinary course sales of goods or inventory), the incurrence by the Unrestricted SGx Entities of debt for borrowed money or guarantees thereof (other than intercompany DIP loans or intercompany

loans solely between the Unrestricted SGx Entities) or the imposition of any liens on such assets or stock securing debt for borrowed money (other than intercompany DIP loans), in each case, in excess of \$10mm, in each case, before consummation of an Acceptable Opioid Settlement.

- “Acceptable Opioid Settlement” means a settlement of claims against the Company related to opioid litigation (“Opioid Claims”) consistent with the terms set forth in the Opioid Settlement Term Sheet, provided that such settlement shall not qualify as an Acceptable Opioid Settlement if it is amended, modified or supplemented, taken as a whole, in a manner that (i) is materially adverse to the rights or interests of the New TL lenders or the First Lien Lenders, each in their capacities as such, (ii) materially adversely affects the Company’s ability to repay in full in cash the Existing Credit Agreement Debt and the New TL on the respective maturity date therefor or (iii) increases the aggregate amount of the cash payments set forth in the Opioid Settlement Term Sheet scheduled to be paid before the latest maturity of the New TL and the Existing Credit Agreement Debt (provided that any additional settlement consideration consisting of debt or other monetary obligations shall (A) be unsecured, (B) provide for no payments of cash interest or amortization before the latest maturity of the New TL and the Existing Credit Agreement Debt, and (C) otherwise be incurred under available baskets as revised herein).
- “Opioid Settlement Term Sheet” means the summary of terms for a proposed settlement of the Opioid Claims set forth in an exhibit to the Amendment.
- Prohibition on voluntarily prepaying, refinancing, or exchanging junior debt other than (a) prepayment, refinancing or exchange of junior debt with the proceeds of, or for, equity or new debt having the same or junior priority as debt being prepaid, refinanced, or exchanged, or having junior priority to the 1L loans under the Credit Agreement, (b) exchanges of the remaining Notes into unsecured debt or junior secured debt, in each case, subject to compliance with the other debt covenants, and an intercreditor/subordination agreement in form and

substance reasonably acceptable to the requisite lenders (with the existing intercreditor agreement deemed to be acceptable to all lenders) and (c) a basket of \$50mm.

- “Restructuring/Settlement Transactions”, to be defined to capture the transactions contemplated by the Opioid Settlement Term Sheet, and covenants to permit consummation thereof.

EXHIBIT B
FORM OF JOINDER

The undersigned ("Transferee") hereby acknowledges that it has read and understands that certain Support Agreement, dated as of February 25, 2020 (as it may be amended in accordance with its terms, the "Agreement"), by and among Mallinckrodt International Finance S.A., Mallinckrodt CB LLC and Mallinckrodt plc, [**Transferor's Name**] ("Transferor") and the other parties thereto, and in accordance with Section 10(h) of the Agreement, (i) agrees to be bound by the terms and conditions of the Agreement and shall be deemed a "Lender Party" under the terms of the Agreement pursuant to the terms and conditions thereof; (ii) hereby makes all representations and warranties made therein by all other Lender Parties; and (iii) shall be deemed a Lender Party under the terms of the Agreement (as defined in the Agreement). All notices and other communications given or made pursuant to the Agreement shall be sent to the Transferee at the address set forth below in the Transferee's signature

MALLINCKRODT PLC
CONSOLIDATED ADJUSTED EBITDA
(unaudited, in millions)

	<u>Three Months Ended December 27, 2019</u>	<u>Fiscal Year Ended December 27, 2019</u>
Net loss	\$ (1,157.1)	\$ (996.5)
Adjustments:		
Interest expense, net	74.3	299.5
Income benefit	(327.7)	(584.3)
Depreciation and amortization	227.6	951.1
Non-restructuring impairment charges	274.5	388.0
Restructuring charges, net	(12.9)	(1.7)
Inventory step-up expense	—	10.0
Income from discontinued operations	(3.9)	(10.7)
Change in contingent consideration fair value	(36.7)	(60.2)
Gains on debt extinguishment, net	(377.4)	(466.6)
Separation costs	13.5	63.9
Significant legal and environmental charges	1,643.4	1,671.6
Divestitures	33.5	33.5
R&D upfront payment	—	20.0
Unrealized gain on equity investment	(13.7)	(20.2)
Adjusted EBITDA	<u>\$ 337.4</u>	<u>\$ 1,297.4</u>

MALLINCKRODT PLC
SPECIALTY GENERICS ADJUSTED EBITDA
(unaudited, in millions)

	<u>Three Months Ended December 27, 2019</u>	<u>Fiscal Year Ended December 27, 2019</u>
Segment operating income	\$ 28.0	\$ 108.1
Adjustments:		
Corporate and unallocated expenses	0.4	4.3
Depreciation	15.0	59.0
Adjusted EBITDA	<u>\$ 43.4</u>	<u>\$ 171.4</u>

**Mallinckrodt Announces Agreement in Principle for Global Opioid Settlement and
Associated Debt Refinancing Activities**

*Agreement in Principle with Court-Appointed Plaintiffs' Executive Committee Representing the Interests of Thousands of Plaintiffs in the Opioid
Multidistrict Litigation; Supported by a Broad-Based Group of 47 State and U.S. Territory Attorneys General*

Settlement Terms Include Structured Payments of \$1.6 Billion Over Eight Years and Warrants for 19.99% of Company's Outstanding Shares

Proposed Settlement to be Facilitated Through a Chapter 11 Filing by Certain Specialty Generics-Focused Subsidiaries

Mallinckrodt plc and its Specialty Brands-Related Subsidiaries Excluded from Chapter 11 Filing

Mallinckrodt plc to Retain Ownership of the Specialty Generics Business

Debt Refinancing Activities Address Near Term Maturities

Conference Call Today at 8:30 AM ET

STAINES-UPON-THAMES, United Kingdom – February 25, 2020 – Mallinckrodt plc (NYSE: MNK) (“Mallinckrodt” or the “Company”) today announced that the Company and its specialty generics-focused subsidiaries Mallinckrodt LLC, SpecGx LLC and certain other affiliates (collectively, “Specialty Generics”) have reached an agreement in principle on the terms of a global settlement that would resolve all opioid-related claims against the Company, Specialty Generics, and the Company’s other subsidiaries. The agreement in principle has been reached with a court-appointed plaintiffs’ executive committee representing the interests of thousands of plaintiffs in the opioid multidistrict litigation¹, and is supported by a broad-based group of 47 state and U.S. Territory Attorneys General.

Under the terms of the proposed settlement, which would become effective upon Specialty Generics’ emergence from a contemplated Chapter 11 process, subject to court approval and other conditions:

- Plaintiffs would receive \$1.6 billion in structured payments, of which \$300 million would be received upon Specialty Generics’ emergence from the completed Chapter 11 case, \$200 million would be received on each of the first and second anniversaries of emergence, and \$150 million would be received on each of the third through eighth anniversaries of emergence. The substantial majority of those payments are expected to be contributed to a trust which, among other things, would establish an abatement fund to be administered to cover the costs of opioid-addiction treatment and related efforts.
- Upon Specialty Generics’ emergence from the contemplated Chapter 11 process, the trust would receive warrants, exercisable at \$3.15 per share, to purchase ordinary shares that would represent approximately 19.99% of the Company’s fully diluted outstanding shares, including after giving effect to the exercise of the warrants.
- Specialty Generics would abide by certain agreed-upon operating covenants.

A copy of the term sheet outlining the terms of the proposed settlement, including the conditions to the effectiveness of the settlement, has been filed as an exhibit to a Form 8-K filed by the Company today with the U.S. Securities and Exchange Commission.

To implement the proposed settlement, the Company expects that Specialty Generics, which manufactures certain generic opioid products, among other products, will file voluntary petitions under Chapter 11 of the U.S. Bankruptcy Code in the coming months. Mallinckrodt plc and its Specialty Brands-

¹ Captioned *In re National Prescription Opiate Litigation*, Case No. 17-md-2804 (N.D. Ohio).

related subsidiaries would not be part of the Chapter 11 filing. This court-supervised process is expected to lead to the creation of a trust which, among other things, would establish an abatement fund to offset the expense of helping to combat opioid addiction and providing support to communities impacted by opioid abuse. The court-supervised process is also expected to provide a fair, orderly, efficient and legally binding mechanism to resolve all opioid-related claims against the Company, Specialty Generics, and all of Mallinckrodt's other subsidiaries and related entities. It is expected that Mallinckrodt plc would receive the benefit of a "channeling injunction" that would provide for the release of all opioid-related claims that have been or could have been asserted against Mallinckrodt plc or its subsidiaries related to Specialty Generics' manufacture and sale of opioids prior to the time the Specialty Generics Chapter 11 plan becomes effective.

Mallinckrodt and all of its subsidiaries, including Specialty Generics, are operating as normal and are expected to continue operating normally throughout the court-supervised process contemplated for Specialty Generics. The Company currently expects that Specialty Generics would continue to be an indirect, wholly owned subsidiary of Mallinckrodt plc during and following emergence from the contemplated court-supervised process. Upon emergence, the Company will continue to evaluate strategic options for the Specialty Generics business.

Related Debt Refinancing Activities

The Company and certain of its subsidiaries have entered into a support agreement with certain of its existing term lenders, as well as certain of its existing noteholders, as new lenders, relating to an amendment to the Company's existing credit agreement on terms consistent with an agreed term sheet.

Conditions to the effectiveness of the amendment include, among other things, (i) the consent by certain thresholds of the existing term lenders and revolving lenders (which condition has not yet been satisfied as of this date) and (ii) the commencement of an exchange offer with respect to the Company's 5.750% senior notes due August 2022 (the "2022 Notes"), pursuant to the exchange agreement (as described below).

The amendment, if effected, would provide for a new \$800.0 million term loan with a four-year term and would implement certain other amendments on the terms described in the term sheet.

The proceeds of the new term loan will be used to fund the redemption or repayment of all of the Company's outstanding 4.875% senior notes due April 2020, and additionally to partially repay loans and terminate corresponding commitments under the revolving credit facility in respect of revolving lenders who agree to extend their loans and commitments to March 2024.

The amendments to the existing credit agreement would provide for, among other things, certain changes to the covenants, including the financial covenant, a rate increase of 100 basis points for existing term loans, and an increase in amortization on the existing term loans.

Although the term sheet relating to the proposed settlement had included a reference to the Company making an exchange offer for its 2020 notes, the Company currently plans to enter into the amendment and to use the proceeds of the new term loan thereunder to refinance its 2020 notes, in lieu of any exchange offer for the 2020 notes.

In addition, pursuant to a separate exchange agreement, certain senior noteholders have agreed to tender their 2022 Notes in exchange for new 10.000% second lien notes due April 2025 ("2025 Notes"), on a par-for-par basis, pursuant to an exchange offer that would be commenced by certain subsidiaries of the Company. To the extent the exchange offer is not fully subscribed, these noteholders have also agreed to exchange 5.625% senior notes due October 2023 held thereby (the "2023 Notes") for such 2025 Notes, at a rate of 90 cents of 2025 Notes for every dollar of 2023 Notes.

The foregoing agreements are described in a Current Report on Form 8-K filed by the Company today.

Mark Trudeau, President and Chief Executive Officer of Mallinckrodt, said, “Reaching this agreement in principle for a global opioid resolution and the associated debt refinancing activities announced today are important steps toward resolving the uncertainties in our business related to the opioid litigation. Importantly, when finalized, we believe the proposed settlement and capital restructuring activities will provide us with a clear path forward to achieving our long term strategy, preserving value for our financial stakeholders and providing us with the flexibility to operate effectively.”

Trudeau continued, “In spite of the uncertainties impacting the business, we have continued to deliver strong earnings and cash flow as evidenced by our fourth quarter and 2019 results issued today. These results reflect the strength of both Specialty Brands and Specialty Generics and underscore our vision for the future of these businesses. Our pipeline continues to build momentum, with the expected filings of terlipressin and StratGraft® in the coming months, as well as the completion of key clinical study results and data readouts across the portfolio. Looking ahead, we remain focused on our vision to develop and bring to market innovative therapies for underserved patients with severe and critical conditions.”

For additional information about the proposed global opioid settlement, please visit www.advancingmnk.com.

Fourth Quarter and 2019 Financial Results

In a separate release issued today, Mallinckrodt reported fourth quarter and 2019 earnings results. The Company will hold a conference call today at 8:30 a.m. Eastern Time to discuss the proposed global opioid settlement and the Company’s financial results. The call can be accessed in three ways:

- At the Mallinckrodt website: <http://www.mallinckrodt.com/investors>.
- By telephone: The telephone dial-in number in the U.S. is (877) 359-9508. For participants outside the U.S., the dial-in number is (224) 357-2393. Callers will need to provide the Conference ID of 4168459.
- Through an audio replay: A replay of the call will be available beginning at 11:30 a.m. Eastern Time on Tuesday, Feb. 25, 2020, and ending at 11:30 a.m. Eastern Time on Tuesday, March 10, 2020. Dial-in numbers for U.S.-based participants are (855) 859-2056 or (800) 585-8367. Participants outside the U.S. should use the replay dial-in number of (404) 537-3406. All callers will be required to provide the Conference ID of 4168459.

Advisors

Latham & Watkins LLP, Ropes & Gray LLP and Wachtell, Lipton, Rosen & Katz are serving as counsel, Guggenheim Securities LLC is serving as investment banker and AlixPartners LLP is serving as restructuring advisor to Mallinckrodt. Latham & Watkins LLP is serving as counsel, AlixPartners LLP is serving as restructuring advisor, and PJT Partners, Inc. is serving as investment banker to Specialty Generics.

ABOUT MALLINCKRODT

Mallinckrodt is a global business consisting of multiple wholly owned subsidiaries that develop, manufacture, market and distribute specialty pharmaceutical products and therapies. The company’s Specialty Brands reportable segment’s areas of focus include autoimmune and rare diseases in specialty areas like neurology, rheumatology, nephrology, pulmonology and ophthalmology; immunotherapy and neonatal respiratory critical care therapies; analgesics and gastrointestinal products. Its Specialty Generics reportable segment includes specialty generic drugs and active pharmaceutical ingredients. To learn more about Mallinckrodt, visit www.mallinckrodt.com.

Mallinckrodt uses its website as a channel of distribution of important company information, such as press releases, investor presentations and other financial information. It also uses its website to expedite public access to time-critical information regarding the company in advance of or in lieu of distributing a press release or a filing with the U.S. Securities and Exchange Commission (SEC) disclosing the same information. Therefore, investors should look to the Investor Relations page of the website for important

and time-critical information. Visitors to the website can also register to receive automatic e-mail and other notifications alerting them when new information is made available on the Investor Relations page of the website.

THE NEW YORK STOCK EXCHANGE SHAREHOLDER APPROVAL POLICY

The issuance of the warrants to the trust as part of the proposed settlement would normally require approval of the Company's shareholders according to the Shareholder Approval Policy of the New York Stock Exchange (the "Exchange"). The Audit Committee of the Board of Directors of the Company determined that the delay necessary in securing shareholder approval prior to the issuance of the warrants would seriously jeopardize the financial viability of Company. Because of that determination, the Audit Committee, pursuant to an exception provided in the Exchange's shareholder approval policy for such a situation, expressly approved the Company's omission to seek the shareholder approval that would otherwise have been required under that policy. The Exchange has accepted the Company's application of the exception.

CAUTIONARY STATEMENTS RELATED TO FORWARD-LOOKING STATEMENTS

Statements in this document that are not strictly historical, including statements regarding future financial condition and operating results, legal, economic, business, competitive and/or regulatory factors affecting Mallinckrodt's businesses, and any other statements regarding events or developments the company believes or anticipates will or may occur in the future, may be "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995, and involve a number of risks and uncertainties.

There are a number of important factors that could cause actual events to differ materially from those suggested or indicated by such forward-looking statements and you should not place undue reliance on any such forward-looking statements. These factors include risks and uncertainties related to, among other things: governmental investigations and inquiries, regulatory actions and lawsuits brought against Mallinckrodt by government agencies and private parties with respect to its historical commercialization of opioids, including the non-binding agreement in principle regarding terms and conditions of a global settlement to resolve all current and future opioid-related claims; scrutiny from governments, legislative bodies and enforcement agencies related to sales, marketing and pricing practices; pricing pressure on certain of Mallinckrodt's products due to legal changes or changes in insurers' reimbursement practices resulting from recent increased public scrutiny of healthcare and pharmaceutical costs; the reimbursement practices of governmental health administration authorities, private health coverage insurers and other third-party payers; complex reporting and payment obligations under the Medicare and Medicaid rebate programs and other governmental purchasing and rebate programs; cost containment efforts of customers, purchasing groups, third-party payers and governmental organizations; changes in or failure to comply with relevant laws and regulations; Mallinckrodt's and its partners' ability to successfully develop or commercialize new products or expand commercial opportunities; Mallinckrodt's ability to navigate price fluctuations; competition; Mallinckrodt's and its partners' ability to protect intellectual property rights; limited clinical trial data for Acthar Gel; clinical studies and related regulatory processes; product liability losses and other litigation liability; material health, safety and environmental liabilities; potential indemnification liabilities to Covidien pursuant to the separation and distribution agreement; business development activities; retention of key personnel; the effectiveness of information technology infrastructure including cybersecurity and data leakage risks; customer concentration; Mallinckrodt's reliance on certain individual products that are material to its financial performance; Mallinckrodt's ability to receive procurement and production quotas granted by the U.S. Drug Enforcement Administration; complex manufacturing processes; conducting business internationally; Mallinckrodt's ability to achieve expected benefits from restructuring activities; Mallinckrodt's significant levels of intangible assets and related impairment testing; labor and employment laws and regulations; natural disasters or other catastrophic events; Mallinckrodt's substantial indebtedness and its ability to generate sufficient cash to reduce its indebtedness; the proposed refinancing of certain near-term debt maturities; future changes to U.S. and foreign tax laws or the impact of disputes with governmental tax authorities; and the impact of Irish laws.

These and other factors are identified and described in more detail in the “Risk Factors” section of Mallinckrodt’s Annual Report on Form 10-K for the fiscal year ended December 27, 2019, which the company expects to file later today. The forward-looking statements made herein speak only as of the date hereof and Mallinckrodt does not assume any obligation to update or revise any forward-looking statement, whether as a result of new information, future events and developments or otherwise, except as required by law.

CONTACTS

Investor Relations

Daniel J. Speciale, CPA

Vice President, Investor Relations and IRO

314-654-3638

daniel.speciale@mnk.com

Media

Michael Freitag / Aaron Palash / Aura Reinhard

Joele Frank, Wilkinson Brimmer Katcher

(212) 355-4449

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GILBERT LLP

1100 New York Avenue, NW
Suite 700
Washington, DC 20005
O 202.772.2200
F 202.772.3333
GilbertLegal.com

Scott D. Gilbert
202.772.2277
gilberts@gilbertlegal.com

February 24, 2020

Mark Casey
Executive Vice President and Chief Legal Officer
Mallinckrodt plc
Mallinckrodt LLC
SpecGX LLC
675 James S. McDonnell Blvd.
Hazelwood, MO 63042

Re: Restructuring Support

Dear Mark:

As you know, we are counsel to an Ad Hoc Group of claimants asserting various claims against, among others, Mallinckrodt plc, Mallinckrodt LLC and SpecGX LLC (collectively, "Mallinckrodt") relating to Mallinckrodt's manufacturing, distribution, sales and marketing of opioids and opioid-related products (the "Opioid Claims").

The entities identified on Annex I hereto (the "Supporting Claimants") have indicated their support of a resolution of the Opioid Claims against Mallinckrodt and their affiliates through a chapter 11 proceeding commenced by the entities comprising Mallinckrodt's generics business on the terms set forth in, and consistent with, the term sheet annexed hereto as Annex II (the "Term Sheet"). As set forth in the Term Sheet, this support, ultimate approval and any vote in favor of the contemplated restructuring remains subject to a satisfactory resolution of the open issues identified therein, the finalization of definitive documentation and the completion of the bankruptcy process, all as contemplated in the Term Sheet.

Sincerely,



Scott D. Gilbert

Enclosures

Annex I

February 24, 2020

The Supporting Claimants:

1. Alabama
2. Alaska
3. Arizona
4. California
5. Colorado
6. Connecticut
7. Delaware
8. District of Columbia
9. Florida
10. Georgia
11. Guam
12. Hawaii
13. Idaho
14. Illinois
15. Indiana
16. Iowa
17. Kansas
18. Kentucky
19. Louisiana
20. Maine
21. Maryland
22. Michigan
23. Minnesota
24. Mississippi
25. Missouri
26. Montana
27. Nebraska

-
28. Nevada
 29. New Jersey
 30. New Mexico
 31. North Carolina
 32. North Dakota
 33. Ohio
 34. Oregon
 35. Pennsylvania
 36. Puerto Rico
 37. South Carolina
 38. South Dakota
 39. Tennessee
 40. Texas
 41. Utah
 42. Vermont
 43. Virgin Islands
 44. Virginia
 45. Washington
 46. Wisconsin
 47. Wyoming
 48. The court-appointed Plaintiffs' Executive Committee in *In re National Prescription Opiate Litigation*, MDL No. 02804 (N.D. Ohio) ("Opioid MDL") has agreed to recommend that the claimants with cases filed within the Opioid MDL support the proposed resolution.

Annex II

Term Sheet Concerning Company and Opioid Plaintiffs

January 31, 2020

In exchange for a global settlement of opioid-related litigation claims against ParentCo (the “Parent” and together with its subsidiaries the “Company”) and its subsidiaries, the opioid plaintiffs would receive the following consideration, subject to definitive documentation, among other contingencies. All actions with respect to third parties contemplated hereunder shall be consistent with the parties’ undertakings provided for herein. Support of this term sheet by the Company and opioid plaintiffs is contingent upon all open issues being resolved, respectively, to their satisfaction.

- SubsidiaryCo (“SubCo”) Business**
- SubCo business and all related cash flows to be retained by Parent¹
 - Following a sale of SubCo, or any sale of a material portion of the assets or businesses thereof, and subject to compliance with existing covenants (as may be modified in connection with the exchange, the Settlement or otherwise), 50% of any net proceeds remaining after compliance with the Company’s debt documents shall be applied to reduce future deferred cash payments owed to the plaintiffs ratably in equal amounts
 - The Company is under no obligation to sell the SubCo business in any particular timeframe
- Upfront Cash Payment**
- \$300 million due upon SubCo emergence from chapter 11/consummation of settlement (the “Closing”) agreed to be characterized as “restitution”²
 - Allocated portion of upfront cash payment and deferred cash payments described below to be paid by the Parent and/or subsidiaries other than SubCo on the timeframes referenced below to reimburse attorneys’ fees and costs
- Deferred Cash Payments**
- \$1.3 billion total deferred cash payments agreed to be characterized as “restitution”³
 - \$200 million due on first and second anniversary of Closing

¹ Structure for ownership of opioid business post-emergence TBD.

² Subject to AHC confirmation that this is generally tax-neutral as to federal taxation of the settlement income.

³ Subject to AHC confirmation that this is generally tax-neutral as to federal taxation of the settlement income.

- \$150 million due on third through eighth anniversary of Closing
- Confirmation order will impose reasonable covenants and enforcement rights on the Company TBD
- Deferred cash payments shall be joint and several obligations (or an economically similar arrangement, e.g., one effected by guarantees, subject to tax considerations) of obligors under the Company's credit agreement and notes from time to time

ParentCo Equity

- Warrants to purchase 19.99% of the fully diluted shares outstanding struck at \$3.15/share, with 8-year expiration
- Maximum exercise of warrants to purchase 5% of shares per quarter (limitation also applies to transferee of any warrants)
- Cashless exercise option
- Customary Black Scholes protections TBD
- Warrants to include customary anti-dilution provisions
- If the Trust seeks to sell warrants representing ³3.0% of shares in any one or any series of related transactions, it must notify the Company and offer the Company the right to make an offer for the warrants (the "ROFO Offer") at a price to be specified by the Company (the "ROFO Offer Price"), which ROFO Offer must be made within 20 business days of such notice, which the Trust may accept or reject within 15 business days.
 - If the ROFO Offer is rejected, the Trust may only sell the warrants or shares during the 30- day period following such rejection to a third party at a higher price; if the subsequent sale is not closed within that period, then the ROFO provisions with respect to such warrants or shares shall reset
 - If the ROFO Offer is accepted, the Company has 15 business days from the date of acceptance to close the sale

- The Company and Trust may mutually agree on ROFO Offer mechanics with shorter time periods
- Pricing of a ROFO Offer may be indicated relative to market prices
- Other Equity Rights
 - Enhanced information rights TBD
 - Registration rights
 - Cooperation covenant regarding private sale

Other Consideration to be Provided to the Trust

- Contribution of opioid-related claims against third parties, subject to protections to be negotiated to minimize any potential adverse impact on the Company from the Trust's pursuit of such claims. Contribution of insurance coverage potentially applicable to opioid claims to be discussed and agreed.

Plaintiff / Opioid Litigation Related Conditions to Settlement

- Supermajority support and participation amongst opioid plaintiffs, including a future claims representative (if one is reasonably determined to be necessary by the Company, in consultation with the AHC), on terms satisfactory to the Company
- Resolution of potential DOJ civil and criminal claims against the Company on reasonable terms
- Coordination of NY State suit to allow time for pre-packaged/pre-arranged chapter 11 cases
- Company to agree to injunctive terms satisfactory to the Company governing the sale and distribution of opioids, binding on SubCo and any buyers thereof (or successors thereto)
- A subset of Company's litigation documents to be made publicly available as part of an industry-wide document disclosure program, subject to scope and protocols to be negotiated by the parties' informed representatives
- Treatment of potential third-party indemnification claims satisfactory to the Company and the AHC

Other Conditions to Settlement

- Exchange of 4.875% Sr. Notes due 2020 and 5.75% Sr. Notes due 2022 into new secured notes on terms reasonably satisfactory to the Company

- Subject to 95% minimum participation threshold, per tranche
- New secured notes with less than or equal to a 9% all-in yield and maturity dates no earlier than April 2025
- Covenants and other terms for the new secured notes reasonably satisfactory to the Company following consultation with the AHC
- The Company is not required to amend its outstanding credit facilities in connection with the transactions contemplated hereby, other than (a) amendments that do not result in any incremental fees, interest expense or other amounts payable in connection therewith (unless in connection with a maturity extension amendment) and (b) any other amendments that are acceptable to the Company in its reasonable discretion.
- Any legal judgments or settlements at levels acceptable to the Company such that it is able to make all required payments under the settlement
- Resolution of intercompany claims at SubCo and entry into shared services agreement between SubCo and Parent or other non-SubCo subsidiaries, in each case on terms reasonably satisfactory to the Company, and subject to AHC consent (not to be unreasonably withheld, conditioned, or delayed)
- Rights offering or shareholder vote to satisfy any applicable legal requirements and reasonably acceptable to the Company and the AHC
- Other conditions to be mutually agreed

Implementation Mechanic

- Settlement to be effectuated via a pre-packaged or pre-arranged chapter 11 filing of the SubCo subsidiaries and creation of a trust for the benefit of the opioid plaintiffs
 - All other claims against and equity interests in the SubCo subsidiaries will be unimpaired under the chapter 11 plan and all contracts will be assumed
 - Venue to be reasonably acceptable to the AHC if other than Delaware or New York

- Channeling injunction and nonconsensual release of all existing and future opioid-related claims for the benefit of Parent and all its subsidiaries (including SubCo entities) and their respective directors, officers, managers, employees, and other customary related parties
 - Must preclude assertion against the Company of potential third-party indemnification claims
 - Carve-outs as necessary to preserve insurance coverage.
- Consummated upon SubCo emergence from Ch. 11
- Trust/Mechanics
 - Settlement consideration will go into Trust (for the benefit of opioid plaintiffs), which will own and control distribution of cash, Parent equity, and contributed claims

Other

- All reasonable hourly legal expenses and financial expenses of AHC to be paid in accordance with the existing fee letter (as may be amended to incorporate additional agreed upon professionals) including those incurred during the relevant bankruptcy cases but not including the expenses referenced in Upfront Cash Payment, assuming no termination of this settlement

TBD

- Timing and milestones
- RSA terms
- Confidentiality obligations
- Structuring intended to provide tax efficiency to the Company, including the availability, location and timing of tax deductions