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COMPANIES REGISTRATION OFFICE
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Gazette

ISSUE ID: 0000/2022/J/9
CROSS BORDER MERGER GAZETTE
11 May 2022

CROSS BORDER MERGER SUBMISSIONS RECEIVED BETWEEN 4-MAY-22 AND 10-MAY-22

Company Number	Company Name	Document	Date of Receipt	Company Number	Company Name	Document	Date of Receipt
522227	Mallinckrodt Public Limited Company	High Court	3/5/2022				

Co No 522227

THE HIGH COURT

2022 No. 25 COS

Wednesday the 27th day of April 2022

BEFORE MR JUSTICE QUINN

IN THE MATTER OF

MALLINCKRODT PUBLIC LIMITED COMPANY

and

7734952

AND IN THE MATTER OF

PART 10 OF THE COMPANIES ACT 2014

The application of Michael McAteer (the **Examiner** to Mallinckrodt Public Limited Company (the **Company**)) for the confirmation of the proposals for a scheme of arrangement in respect of the Company coming before the Court for hearing on the 26th day of April 2022

Upon reading the Affidavit of the Examiner sworn on the 6th day of April 2022 (the **Grounding Affidavit**) and the exhibits referred to therein, including the Examiner's Report to the Court under section 534 of the Companies Act 2014 (the **Act**)

And on reading the Supplemental Affidavit of the Examiner to the Company, sworn on the 7th day of April 2022

And on reading the Affidavit of Service of James Daloia, Senior Director of Global Corporate Actions of Kroll Restructuring Administration LLC (formally known as Prime Clerk LLC), noticing agent retained by the Examiner for the purposes of assisting in the notification of classes of members and creditors in respect of the meetings of classes of members and creditors held to consider the Proposals (the **Scheme Meetings**) and in collecting and verifying proxies returned

by members and creditors, sworn on the 12th day of April 2022 (the **Affidavit of Service of James Daloia**) and the exhibits referred to therein

And on reading the Second Supplemental Affidavit of the Examiner to the Company, sworn on the 21st day of April 2022 which exhibits an amended version of the proposed scheme of arrangement (the **Amended Scheme**) and an amended version of the proposed new Constitution for the Company (the **Amended New Constitution**)

And on reading the affidavits of Stephen Welch and John Donald, both sworn on the 21st day of April 2022 including the exhibits thereto

And on reading the Third Supplemental Affidavit of the Examiner to the Company, sworn on the 25th day of April 2022

And on reading the Second Supplemental Affidavit of Stephen Welch, sworn on the 25th day of April 2022 including the exhibits thereto

And on hearing counsel for the Examiner

And on hearing counsel for the Company

And on hearing counsel for the Acthar Claimants

AND THE COURT HAVING RESERVED ITS JUDGMENT AND THE SAME COMING ON ACCORDINGLY FOR JUDGMENT THIS DAY

IT IS ORDERED, pursuant to section 541(3) of the Act, that the Court doth confirm the Amended Scheme (including the modifications to the proposed scheme of arrangement set out therein), a copy of which is appended as Schedule 1 to this Order

And it being intended that the Amended Scheme and the Amended New Constitution will become effective at the same time on the same date as the joint plan of reorganization under Chapter 11

of the Bankruptcy Code in the form appended to and confirmed by the Confirmation Order entered by the US Bankruptcy Court on the 2nd day of March 2022 (which for the avoidance of doubt incorporates the Plan Supplement), as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the terms thereof, as the case may be (the **Chapter 11 Plan**), a copy of which is appended as Schedule 2 to this Order

And it appearing to the Court that the outstanding conditions precedent to the Chapter 11 Plan set forth in Article VIII.A of the Chapter 11 Plan (the **Plan Conditions**) are expected, by the Company and the Examiner, to become satisfied or waived on the 11th day of May 2022

IT IS ORDERED, pursuant to Section 542(3) of the Act, that the Amended Scheme shall come into effect simultaneously with the substantial consummation of the Chapter 11 Plan on the Effective Date (as such term is defined in the Chapter 11 Plan), being the date on which all of the Plan Conditions have been (i) satisfied or (ii) waived pursuant to Article VIII.B of the Chapter 11 Plan

IT IS ORDERED, pursuant to Section 542(1) of the Act, that the Amended New Constitution shall take effect, in substitution for and in replacement of the existing constitution of the Company, on the Effective Date (as such term is defined in the Chapter 11 Plan), at the same time that the Amended Scheme becomes effective

IT IS ORDERED, pursuant to Section 542(2) of the Act and Section 542(6)(b) of the Act, that the Pre-Existing Company Capital (as defined in the Amended Scheme) shall be reduced to zero, and that the Existing Shares (as defined in the Amended Scheme) shall be cancelled, on the Effective Date (as such term is defined in the Chapter 11 Plan) in accordance with the terms of the Amended Scheme, such reduction of the Pre-Existing Company Capital, cancellation of the

Existing Shares, and the issuance of the New Mallinckrodt Ordinary Shares (as defined in the Amended Scheme), to occur simultaneously on the Effective Date

AND IT IS ORDERED that the Court's protection for the Company be and is hereby continued until the Effective Date

AND IT IS ORDERED that the case be listed for mention at 11:00am on the 13th day of May 2022

AND IT IS FURTHER ORDERED that the Examiner's costs, including the costs of the hearings and appearances on 26th day of April 2022 and 27th day of April 2022, be costs in the Examinership

Liberty to the Examiner to apply to vary the Effective Date or in respect of any other matter

Martina Patten
REGISTRAR
Perfected **28th April 2022**

A COPY WHICH I ATTEST
Henry Beatley.....
FOR THE REGISTRAR

A&L Goodbody LLP
Solicitors for the Examiner

Revenue Commissioners

Arthur Cox LLP
Solicitors for the Company

Matheson
Solicitors for an ad hoc committee of the holders of the Guaranteed Unsecured Notes

McCann FitzGerald LLP
Solicitors for certain of holders of first lien term loans of the Mallinckrodt Group

Eversheds Sutherland
Solicitors for the first lien collateral agent

AMOSS Solicitors
Solicitors for certain holders of notes under the Second Lien Senior Secured Notes Indenture

William Fry LLP
Solicitors for the Governmental Plaintiff Ad Hoc Committee

Maples Group
Solicitors for the Official Committee of Unsecured Creditors

Mason Hayes & Curran LLP
Solicitors for the Official Committee of Opioid Related Claimants and the Future Claims Representative

Walkers Ireland
Solicitors for certain of the Federal Acthar Claimants

Dentons
Solicitors for Attestor Limited and Avon Holdings LLC (the Acthar Claimants)

Dillon Eustace LLP
Solicitors for the Guaranteed Unsecured Notes Indenture Trustee

THE HIGH COURT

2022 No. 25 COS

Wednesday the 27th day of April 2022

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and

AND IN THE MATTER OF

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SCHEDULE 1
AMENDED SCHEME

THE HIGH COURT

2022 No. 25 COS

IN THE MATTER OF MALLINCKRODT PUBLIC LIMITED COMPANY

-and-

AND IN THE MATTER OF PART 10 OF THE COMPANIES ACT 2014

PROPOSALS FOR A SCHEME OF ARRANGEMENT

BETWEEN
MALLINCKRODT PUBLIC LIMITED COMPANY
AND
ITS MEMBERS AND CREDITORS

DATED 21 MARCH 2022

MICHAEL MCATEER
EXAMINER

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1. **DEFINITIONS AND INTERPRETATION**

1.1. In these Proposals for a Compromise and Scheme of Arrangement (these **Proposals**), unless otherwise defined or unless the context otherwise requires, defined terms have the meaning given to them in the Plan, and the following terms have the following meanings:

"**Act**" means the Companies Act 2014;

"Appendices" means the appendices to this Scheme, and each an "**Appendix**";

"**Chapter 11 Proceedings**" means the proceedings initiated by the Company and certain of its subsidiaries pursuant to Chapter 11 in the US Bankruptcy Court;

"**Claim**" includes:

(a) any "claim", defined in section 101(5) of the Bankruptcy Code as:

(i) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or

(ii) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured; and / or

(b) any claim, counterclaim, right (including right of subrogation), remedy, indebtedness, right of action, cause of action, indemnity, contribution, right of set-off, demand for damages and other sums (in each case of whatever kind or nature, whether in law, equity, regulation, statute, contract or otherwise, whether known or unknown, whether suspected or unsuspected, whether direct or indirect, whether present, future or otherwise, whether actual, prospective, contingent, potential, alleged or other and however and whether held for himself or as agent or trustee for any other person and whenever arising and in whatever jurisdiction), and all rights, title and interests in each of the foregoing, including for or by reason of or arising in connection with any undertaking, obligation, liability, occurrence, act, omission, circumstance, event, transaction, payment (in cash or in kind), matter or thing, whether actual or contingent and whether or not attributable to one cause or event,

and "**Claims**" shall be construed accordingly.

"**Company**" means Mallinckrodt plc;

"**Composition Agreement**" means the agreement entered into between the Company and Revenue consisting of (i) a letter from the Company to Revenue dated 5 June 2013 and (ii) a letter from Revenue in reply to the Company dated 13 June 2013 (as either or both may be amended from time to time);

"Confirmation Order" means the order confirming the plan entered by the US Bankruptcy Court and to which the plan is appended at Appendix 7.

"**Correspondence**" means the correspondence issued to the Creditors known to the Company notifying them of the meetings to be held in accordance with section 540 of the Act;

"**Creditors**" means all creditors of the Company, known or unknown, whether or not the liabilities have been acknowledged or recognised, qualified or unqualified, actual or contingent, ascertained or unascertained, including the classes of creditors listed in Appendix 6 hereof or any one a Creditor;

"**Directors**" means the directors of the Company from time to time;

"**Effective Date**" means the time and date when all conditions precedent specified in Article VIII of the Plan (other than the condition in paragraph 11 of Article VIII of the Plan relating to the effectiveness of this Scheme) have been satisfied or waived in accordance with the terms of the Plan;

"**Examiner**" means Michael McAteer;

"**Existing Shares**" means the entire issued share capital of the Company immediately prior to the Effective Date;

"**Guaranteed Unsecured Notes Claims**" shall have the same meaning as that defined in the Plan;

"**Guaranteed Unsecured Notes Indenture Trustee**" shall have the same meaning as in the Plan;

"**Independent Expert**" means Mr Mark Degnan, Partner, of Deloitte Ireland;

"**Independent Expert's Report**" means the report in respect of the Company prepared by the Independent Expert dated 9 February 2022 pursuant to Section 511 of the Act;

"**Irish Court**" means the High Court of Ireland;

"**Irish Examinership Proceedings**" means the examinership process under the Act with respect to the Company;

"**Members**" means the holders of the Existing Shares immediately prior to the Effective Date;

"**Plan**" means the joint plan of reorganization under Chapter 11 of the Bankruptcy Code in the form appended to the Confirmation Order, attached hereto at Appendix 7 (which for the avoidance of doubt incorporates the Plan Supplement), as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the terms thereof, as the case may be;

"**Petition**" means the petition presented by the Directors to the Irish Court for the appointment of an examiner pursuant to section 510(1) (b) of the Act;

"**Petition Date**" means 14 February 2022, being the date of the presentation of the Petition in the Central Office of the Irish Court;

"**Pre-Existing Company Capital**" means the entirety of the company capital, within the meaning of Section 64(1) of Part 3 of the Act, existing immediately prior to the Effective Date;

"**Preferential Claims**" means all Claims owing by the Company as at the Petition Date, which would, in the event of a winding up of the Company under the Act, be preferential debts within the scope of Section 621 of the Act;

"**Protection Period**" means the period during which the Company is under the protection of the Irish Court in accordance with the Act;

"**Relevant Administrative Claims**" means, together:

(a) all Administrative Claims;

(b) all Priority Tax Claims; and

(c) all Other Priority Claims,

(if any) that are due and / or owing by the Company as at the Petition Date;

"**Revenue**" means the Revenue Commissioners of Ireland;

"**Scheme**" means the scheme of arrangement between the Company, the Members and the Creditors as set out in these Proposals;

"**Second Lien Notes Indenture Trustee**" has the meaning given to that term in the Plan;

"**Special Eligibility Agreement for Securities**" means a special eligibility agreement for securities dated 1 July 2013 between (1) The Depository Trust Company (2) Cede & Co (3) National Securities Clearing Corporation (4) the Company and (5) American Stock Transfer & Trust Company LLC (as may be amended from time to time);

"**Unexercised Equity Interest Claims**" means any and all unexercised options, performance, share and / or stock units, restricted stock and / or share awards, warrants, calls, rights, puts, awards, commitments, or any

other agreements, arrangements, or commitments of any character, kind, or nature to acquire, exchange for, or convert into issued share capital of the Company, and all Claims in respect of any of the foregoing, as in existence immediately prior to the Effective Date; and

"**US Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware.

1.2. In these Proposals, unless the context otherwise requires:

(a) references to Parts, sections, clauses and sub-clauses are references to the Parts, clauses and sub-clauses respectively of these Proposals;

(b) references to a "person" include an individual, firm, partnership, company, corporation, unincorporated body of persons or any state or state agency;

(c) references to a statute or a statutory provision or to a statutory instrument or provision of a statutory instrument include the same as subsequently modified, amended or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made hereunder or deriving validity therefrom;

(d) the singular includes the plural and vice versa and words importing one gender shall include all genders;

(e) headings to Parts, clauses, sub-clauses and Appendices are for ease of reference only and shall not affect the interpretation of these Proposals;

(f) words such as hereunder, hereto, hereof and herein and other words commencing with "here" shall, unless the context clearly indicates to the contrary, refer to the whole of these Proposals and not to any particular paragraph hereof;

(g) in construing these Proposals, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things, and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words, and any references to the word "include" or "including" is to be construed without limitation;

(h) any reference to "these Proposals" or any other document, or to any specified provision of these Proposals or any other document, is to these Proposals, that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of these Proposals or that document;

(i) any reference to a person includes his successors, personal representatives and permitted assigns;

(j) "**euro**" or "**€**" means the lawful currency for the time being of Ireland and "**US$**" or "**$**" means US dollars, the lawful currency of the US; and

(k) the phrase "impaired" or "not impaired", when used to describe the effect of these Proposals on a Claim or a Class of Claims shall be construed in accordance with the provisions of Section 539(5) of the Act.

2. THE COMPANY AND ITS BUSINESS

2.1. The Company was incorporated in Ireland on 9 January 2013 with registered number 522227. The registered office of the Company is located at College Business and Technology Park, Cruiserath, Blanchardstown, Dublin 15.

2.2. The Company is a publicly owned pharmaceutical company. It is the ultimate parent company of the Mallinckrodt Group, a global leader in the development, manufacture, marketing and distribution of speciality pharmaceutical products and therapies.

2.3. The authorised share capital of the Company comprises:

(a) 500,000,000 ordinary shares of U.S.$0.20 each (the **Ordinary Shares**), of which 94,303,839 have been issued on or prior to the Petition Date; and

(b) 500,000,000 preferred shares of U.S.$0.20 each (none of which have been issued on or prior to the Petition Date); and

(c) 40,000 ordinary "A" shares of EUR1.00 each (none of which have been issued on or prior to the Petition Date).

2.4. The issued share capital of the Company as at the Petition Date was U.S.$ 18,860,767.80, comprised entirely of Ordinary Shares of U.S.$0.20 each.

2.5. Further particulars of the Company are set out in Appendix 1. A group structure chart for the Mallinckrodt Group is set out in Appendix 2.

3. BACKGROUND AND CHAPTER 11 CASES

3.1. On 12 October 2020 (the **Chapter 11 Filing Date**), the Company and certain of its subsidiaries voluntarily initiated the Chapter 11 Proceedings in the US Bankruptcy Court.

3.2. On 14 February 2022, the Directors presented the Petition to the Irish Court. By order of the Irish Court dated 14 February 2022, the

Examiner was appointed examiner of the Company on an interim basis. By further order of the Irish Court dated 28 February 2022, the Examiner's appointment as examiner of the Company was confirmed.

3.3. On 2 March 2022, the US Bankruptcy Court entered the Confirmation Order confirming and approving the Plan.

4. INDEPENDENT EXPERT'S REPORT

4.1. The Independent Expert's Report, which accompanied the Petition, expressed the opinion that the Company and its undertakings had a reasonable prospect of survival as a going concern, provided the requisite class of Creditors accepted, and the Irish Court approved, these Proposals.

4.2. The Examiner has formulated these Proposals in accordance with section 534 of the Act and nothing has arisen since the appointment of the Examiner to cause the Examiner to disagree with the opinion of the Independent Expert set out above.

5. THE PROPOSALS

5.1. Proposals accompanied the Petition

(a) A draft form of these Proposals accompanied the Petition.

(b) These Proposals largely mirror the Plan insofar as it relates and applies to the Company.

5.2. Members

(a) There is one class of Members.

(b) For the purposes of these Proposals, pursuant to the Act the interests of the Members are impaired if:

(i) the nominal value of their shareholding in the Company is reduced;

(ii) where they are entitled to a fixed dividend in respect of their shareholding in the Company, the amount of that dividend is reduced;

(iii) they are deprived of all or any part of the rights accruing to them by virtue of their shareholding in the Company;

(iv) their percentage interest in the total issued share capital of the Company is reduced; or

(v) the Members are deprived of their shareholding in the Company.

(c) The interests of the Members are being impaired pursuant to the terms of these Proposals, as is more particularly described in Clause 6 below.

5.3. **Creditors**

(a) There are 34 (thirty-four) classes of Creditors' Claims, which are more particularly described and specified at Clause 7.6 below.

(b) For the purpose of these Proposals, a Creditor's Claim against the Company is impaired if it receives less in payment of its Claim than the full amount due in respect of its Claim at the Petition Date, within the meaning of Section 539(5) of the Act.

(c) The interests of Creditors that are Holders of the following classes of Claims are being impaired pursuant to the terms of these Proposals:

(i) 2024 First Lien Term Loan Claims;
(ii) 2025 First Lien Term Loan Clams;
(iii) Second Lien Notes Claims;
(iv) Guaranteed Unsecured Notes Claims;
(v) Acthar Claims;
(vi) Generics Price Fixing Claims;
(vii) Asbestos Claims;
(viii) Environmental Claims;
(ix) Other General Unsecured Claims;
(x) 4.75% Unsecured Notes Claims;
(xi) Trade Claims
(xii) State Opioid Claims;
(xiii) Municipal Opioid Claims;
(xiv) Tribe Opioid Claims;
(xv) U.S. Government Opioid Claims;
(xvi) Third-Party Payor Opioid Claims;
(xvii) PI Opioid Claims;
(xviii) NAS PI Opioid Claims;
(xix) Hospital Opioid Claims;
(xx) Ratepayer Opioid Claims;
(xxi) NAS Monitoring Opioid Claims;
(xxii) Emergency Room Physicians Opioid Claims;
(xxiii) Other Opioid Claims;
(xxiv) No Recovery Opioid Claims;
(xxv) Released Co-Defendant Claims;

(xxvi) Settled Federal/State Acthar Claims;

(xxvii) Intercompany Claims;

(xxviii) Subordinated Claims; and

(xxix) Unexercised Equity Interest Claims.

5.4. **Equal Treatment**

This Scheme provides equal treatment for:

(a) each Claim or interest of each Member; and

(b) each Claim or interest of each Creditor of a particular class,

(c) unless the Holder of a particular Claim or interest has agreed to a less favourable treatment.

5.5. **Effective Date**

This Scheme will take effect and become binding on the Creditors, the Members and the Company on the Effective Date and the Plan and the Scheme shall take effect simultaneously on the Effective Date.

5.6. **Amendments to the Memorandum and Articles of Association of the Company**

(a) The Examiner has specified in Clause 12.7 that he considers it necessary for the existing memorandum to be amended and new articles of association of the Company to be adopted in order to facilitate the survival of the Company, and the whole or any part of its undertaking, as a going concern and / or in order to give effect to this Scheme and the Plan.

(b) The form of the memorandum and articles of association of the Company that will take effect as and from the Effective Date is attached at Appendix 3.

5.7. **Financial position of the Company and estimated outcome on a winding up**

(a) A statement of assets and liabilities (including contingent and prospective liabilities) of the Company as at the Petition Date is attached at Appendix 4.

(b) The estimated financial outcome of a winding-up of the Company for the Members and the Creditors is attached at Appendix 5.

5.8. **Reduction in the Pre-Existing Company Capital**

The Examiner has specified in Clause 12.8 that he considers it necessary for the Pre-Existing Company Capital to be reduced to zero in order to facilitate the survival of the Company, and the whole or any part of its undertaking, as a going concern and / or in order to give effect to this Scheme and the Plan.

5.9. **General**

The Examiner has included in this Scheme all such other matters as he deems appropriate.

6. TREATMENT OF MEMBERS

6.1. The rights of the Members **are impaired** by this Scheme.

6.2. The Members shall receive no distribution on account of the Existing Shares under this Scheme or under the Plan. On the Effective Date, the Existing Shares and all and any rights attaching or relating thereto will be cancelled.

6.3. The Examiner shall be entitled, as of the Effective Date, to execute on behalf of the Company and / or the board of Directors all documentation necessary in connection with the cancellation of the Existing Shares in accordance with Clause 6.2.

7. TREATMENT OF CREDITORS

7.1. The interests or Claims of at least one class of Creditors is being impaired pursuant to the terms of this Scheme, as explained in detail at Clauses 7.7 to 7.40 below.

7.2. Appendix 6 contains details, provided by the Company to the Examiner, of the names of Creditors as at the Petition Date compiled from the books and records of the Company.

7.3. On 10 March 2022, the Correspondence was issued to each Creditor of the Company, including those whose details are set out in Appendix 6.

7.4. The treatment proposed in this Scheme with respect to each class of Creditors is set out below. Where the Irish Court confirms this Scheme (with or without material modification), this Scheme shall notwithstanding any enactment, rule of law or otherwise be binding on all the Creditors as and from the Effective Date and the class or classes of Creditors affected by this Scheme including, for the avoidance of doubt, any person other than the Company who, under any statute, enactment, rule of law or otherwise, is liable for all or any part of the debts of the Company on the Effective Date.

7.5. Save as otherwise expressly provided herein and in the Plan, the following shall apply:

(a) no interest, penalties or costs (over and above the sum specified in the Correspondence issued to each Creditor or the sum determined in accordance with this Scheme and the Plan) shall be payable by the Company to any Creditor;

(b) to the extent applicable:

(i) the payments to Creditors; and / or

(ii) the Reinstatement of the Claims of Creditors; and / or

(iii) the issuance of New Mallinckrodt Ordinary Shares to the Holders of Guaranteed Unsecured Notes Claims;

(iv) the issuance of the New Opioid Warrants; or

(v) the incurrence by the Company of obligations pursuant to:

A. the New Takeback Term Loans Documentation;

B. the New Second Lien Notes Documentation;

C. the Takeback Second Lien Notes Documentation;

D. the General Unsecured Claims Trust Documents;

E. the Opioid MDT II Documents;

F. the Opioid Creditor Trust Documents;

G. the Federal/State Acthar Settlement Agreements;

provided for in this Scheme and / or the Plan (as applicable) shall be in full and final settlement of all Claims and entitlements of each Creditor to which such payment or issuance is made, or to whose benefit such obligations are incurred; and

(c) to the extent that any Creditor Claim is insured, this Scheme shall not affect the liability of the insurer.

7.6. Creditors' Claims have been categorised into the following classes of Claims for the purposes of this Scheme:

(a) Other Secured Claims;
(b) First Lien Revolving Credit Facility Claims;
(c) 2024 First Lien Term Loan Claims;
(d) 2025 First Lien Term Loan Clams;
(e) First Lien Notes Claims;
(f) Second Lien Notes Claims;
(g) Guaranteed Unsecured Notes Claims;
(h) Acthar Claims;
(i) Generics Price Fixing Claims;
(j) Asbestos Claims;
(k) Environmental Claims;

(l) Other General Unsecured Claims;

(m) 4.75% Unsecured Notes Claims;

(n) Trade Claims

(o) State Opioid Claims;

(p) Municipal Opioid Claims;

(q) Tribe Opioid Claims;

(r) U.S. Government Opioid Claims;

(s) Third-Party Payor Opioid Claims;

(t) PI Opioid Claims;

(u) NAS PI Opioid Claims;

(v) Hospital Opioid Claims;

(w) Ratepayer Opioid Claims;

(x) NAS Monitoring Opioid Claims;

(y) Emergency Room Physicians Opioid Claims;

(z) Other Opioid Claims;

(aa) No Recovery Opioid Claims;

(bb) Released Co-Defendant Claims;

(cc) Settled Federal/State Acthar Claims;

(dd) Intercompany Claims;

(ee) Subordinated Claims;

(ff) Unexercised Equity Interest Claims;

(gg) Relevant Administrative Claims; and

(hh) Preferential Claims.

7.7. **Other Secured Claims**

(a) The Holders of the Other Secured Claims against the Company **are not impaired** by this Scheme.

(b) The Other Secured Claims against the Company will be treated in accordance with the terms of the Plan (including, without limitation, Article III.B.1 of the Plan), which does not provide for the impairment of such Claims.

7.8. **First Lien Revolving Credit Facility Claims**

(a) The Holders of the First Lien Revolving Credit Facility Claims against the Company **are not impaired** by this Scheme.

(b) The First Lien Revolving Credit Facility Claims against the Company will be treated in accordance with the terms of the Plan (including, without limitation, Article III.B.2.a of the Plan), which does not provide for the impairment of such Claims.

7.9. **2024 First Lien Term Loan Claims**

(a) The Holders of the 2024 First Lien Term Loan Claims against the Company **are impaired** by this Scheme.

(b) The 2024 First Lien Term Loan Claims against the Company shall be treated in accordance with the terms of the Plan (including, without limitation, Article III.B.2.b of the Plan) so that, as further set forth in the Plan, each Holder of the 2024 First Lien Term Loan Claims shall receive on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claims, at the option of the Company, either:

(i) its Pro Rata Share of the New Takeback Term Loans attributable to the 2024 First Lien Term Loan Claims (which shall be issued in an amount equal to the 2024 First Lien Term Loans Outstanding Amount) **plus** repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2024 First Lien Term Loan Claims **plus** its Pro Rata Share of the Term Loan Exit Payment attributable to the 2024 First Lien Term Loan Claims; or

(ii) repayment of such Claims in full in Cash of its Pro Rata Share of an amount equal to the 2024 First Lien Term Loans Outstanding Amount **plus** repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2024 First Lien Term Loan Claims **plus** its Pro Rata Share of the Term Loan Exit Payment attributable to the 2024 First Lien Term Loan Claims.

(c) To the extent that the Company exercises the option set forth at Clause 7.9(b)(i) above, the Company shall incur all obligations (if any) specified as owing by it pursuant to the New Takeback Term Loans Documentation in accordance with the Plan (including, without limitation, Article IV.H.2 of the Plan).

7.10. **2025 First Lien Term Loan Claims**

(a) The Holders of the 2025 First Lien Term Loan Claims against the Company **are impaired** by this Scheme.

(b) The 2025 First Lien Term Loan Claims against the Company shall be treated in accordance with the terms of the Plan (including, without limitation, Article III.B.2.c of the Plan) so that, as further set forth in the Plan, each Holder of the 2025 First Lien Term Loan Claims shall receive on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claims, at the option of the Company, either:

(i) its Pro Rata Share of the New Takeback Term Loans attributable to the 2025 First Lien Term Loan Claims (which shall be issued in an amount equal to the 2025 First Lien Term Loans Outstanding Amount) **plus** repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2025 First Lien Term Loan Claims **plus** its Pro Rata Share of the Term Loan Exit Payment attributable to the 2025 First Lien Term Loan Claims; or

(ii) repayment of such Claims in full in Cash of its Pro Rata Share of an amount equal to the 2025 First Lien Term Loans Outstanding Amount **plus** repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2025 First Lien Term Loan Claims **plus** its Pro Rata Share of the Term Loan Exit Payment attributable to the 2025 First Lien Term Loan Claims.

(c) To the extent that the Company exercises the option set forth in Clause 7.10(b)(i), the Company shall incur all obligations (if any) specified as owing by it pursuant to the New Takeback Term Loans Documentation in accordance with the Plan (including, without limitation, Article IV.H.2 of the Plan).

7.11. **First Lien Notes Claims**

(a) The Holders of the First Lien Notes Claims against the Company **are not impaired** by this Scheme.

(b) The First Lien Notes Claims shall be treated in accordance with the terms of the Plan (including, without limitation, Article III.B.3 of the Plan), which does not provide for the impairment of such Claims.

7.12. **Second Lien Notes Claims**

(a) The Holders of the Second Lien Notes Claims against the Company **are impaired** by this Scheme.

(b) Each Holder of the Second Lien Notes Claims shall receive on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claims, its Pro Rata Share of (i) the New Second Lien Notes in accordance with the terms of the Plan (including, without limitation, Article III.B.4 of the Plan) and (ii) payment in cash of accrued and unpaid interest on the Second Lien Notes Claims.

(c) On the Effective Date, the Company shall incur all obligations (if any) specified as owing by it pursuant to the New Second Lien Notes Documentation in accordance with the Plan (including, without limitation, Article IV.H.5 of the Plan).

7.13. **Guaranteed Unsecured Notes Claims**

(a) The Holders of the Guaranteed Unsecured Notes Claims against the Company **are impaired** by this Scheme.

(b) Each Holder of the Guaranteed Unsecured Notes Claim shall in accordance with the terms of the Plan (including, without limitation, Article III.B.5 of the Plan) on the Effective Date (or as soon as practicable thereafter) receive its Pro Rata Share of:

(i) the Takeback Second Lien Notes; and

(ii) 100% of New Mallinckrodt Ordinary Shares, subject to dilution on account of the New Opioid Warrants and the Management Incentive Plan,

in exchange for full and final satisfaction, settlement, release, and discharge of each Guaranteed Unsecured Notes Claim.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Holders of the Guaranteed Unsecured Notes pursuant to the Takeback Second Lien Notes Documentation in accordance with the Plan (including, without limitation, Article IV.H.3 of the Plan).

7.14. **Acthar Claims**

(a) The Holders of the Acthar Claims against the Company **are impaired** by this Scheme and shall be treated in accordance with the Plan (including, without limitation, Article III.B.6 and Article III.B.6(a) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Acthar Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Acthar Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the General Unsecured Claims Trust pursuant to the Plan and/or General Unsecured Claims Trust Documents, in accordance therewith (including, without limitation, Article IV.HH of the Plan).

7.15. **Generics Price Fixing Claims**

(a) The Holders of the Generics Price Fixing Claims against the Company **are impaired** by this Scheme and shall be treated in accordance with the Plan (including, without limitation, Article III.B.6 and Article III.B.6(b) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Generics Price Fixing Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Generics Price Fixing Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the General Unsecured Claims Trust pursuant to the Plan and/or General Unsecured Claims Trust Documents, in accordance therewith (including, without limitation, Article IV.HH of the Plan).

7.16. **Asbestos Claims**

(a) The Holders of the Asbestos Claims against the Company **are impaired** by this Scheme and shall be treated in accordance with the Plan (including, without limitation, Article III.B.6 and Article III.B.6(c) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Asbestos Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Asbestos Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the General Unsecured Claims Trust pursuant to the Plan and/or General Unsecured Claims Trust Documents, in accordance therewith (including, without limitation, Article IV.HH of the Plan).

7.17. **Environmental Claims**

(a) The Holders of the Environmental Claims against the Company **are impaired** by this Scheme and shall be treated in accordance with the Plan (including, without limitation, Article III.B.6 and Article III.B.6(e) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Environmental Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Environmental Claims against the Company shall be deemed to have been settled, discharged, waived, released and

extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the General Unsecured Claims Trust pursuant to the Plan and/or General Unsecured Claims Trust Documents, in accordance therewith (including, without limitation, Article IV.HH of the Plan).

7.18. **Other General Unsecured Claims**

(a) The Holders of the Other General Unsecured Claims against the Company **are impaired** by this Scheme and shall be treated in accordance with the Plan (including, without limitation, Article III.B.6 and Article III.B.6(f) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Other General Unsecured Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Other General Unsecured Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the General Unsecured Claims Trust pursuant to the Plan and/or General Unsecured Claims Trust Documents, in accordance therewith (including, without limitation, Article IV.HH of the Plan).

7.19. **4.75% Unsecured Notes Claims**

(a) The Holders of the 4.75% Unsecured Notes Claims against the Company **are impaired** by this Scheme and shall be treated in accordance with the Plan (including, without limitation, Article III.B.6 and Article III.B.6(g) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the 4.75% Unsecured Notes Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the 4.75% Unsecured Notes Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the General Unsecured Claims Trust pursuant to the Plan and/or General Unsecured Claims Trust Documents, in accordance therewith (including, without limitation, Article IV.HH of the Plan).

7.20. **Trade Claims**

(a) The Holders of the Trade Claims against the Company **are impaired** by this Scheme and shall be treated in accordance with the terms of the Plan (including, without limitation, Article III.B.7 of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Trade Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Trade Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

7.21. **State Opioid Claims**

(a) The Holders of the State Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.8. and Article III.B.8(a) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the State Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the State Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.22. **Municipal Opioid Claims**

(a) The Holders of the Municipal Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.8. and Article III.B.8(b) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Municipal Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Municipal Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and

extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.23. **Tribe Opioid Claims**

(a) The Holders of the Tribe Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.8. and Article III.B.8(c) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Tribe Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Tribe Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.24. **U.S. Government Opioid Claims**

(a) The Holders of the U.S. Government Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.8. and Article III.B.8(d) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the U.S. Government Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the U.S. Government Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and / or the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.25. **Third-Party Payor Opioid Claims**

(a) The Holders of the Third-Party Payor Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.9. and Article III.B.9(a) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Third-Party Payor Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Third-Party Payor Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.26. **PI Opioid Claims**

(a) The Holders of the PI Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.9. and Article III.B.9(b) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the PI Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the PI Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.27. **NAS PI Opioid Claims**

(a) The Holders of the NAS PI Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.9. and Article III.B.9(c) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the NAS PI Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme

(save as provided for in the Plan) and, with effect from the Effective Date, the NAS PI Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.28. **Hospital Opioid Claims**

(a) The Holders of the Hospital Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.9. and Article III.B.9(d) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Hospital Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Hospital Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.29. **Ratepayer Opioid Claims**

(a) The Holders of the Ratepayer Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.9. and Article III.B.9(e) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Ratepayer Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Ratepayer Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.30. **NAS Monitoring Opioid Claims**

(a) The Holders of the NAS Monitoring Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.9. and Article III.B.9(f) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the NAS Monitoring Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the NAS Monitoring Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.31. **Emergency Room Physicians Opioid Claims**

(a) The Holders of the Emergency Room Physicians Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.9. and Article III.B.9(g) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the NAS Monitoring Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the NAS Monitoring Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.32. **Other Opioid Claims**

(a) The Holders of the Other Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.9. and Article III.B.9(h) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Other Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Other Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Opioid MDT II pursuant to the Plan and the Opioid MDT II Documents in accordance therewith (including, without limitation, Article IV.T – Article IV.Y of the Plan).

7.33. **No Recovery Opioid Claims**

(a) The Holders of the No Recovery Opioid Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.9. and Article III.B.9(i) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the No Recovery Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme and, with effect from the Effective Date, the No Recovery Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

7.34. **Released Co-Defendant Claims**

(a) The Holders of the Released Co-Defendant Claims against the Company **are impaired** by this Scheme and will be treated in accordance with the Plan (including, without limitation, Article III.B.9. and Article III.B.9(j) of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Released Co-Defendant Claims against the Company shall not receive any payment, dividend or other distribution pursuant to this Scheme and, with effect from the Effective Date, the Released Co-Defendant Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

7.35. **Settled Federal/State Acthar Claims**

(a) The Holders of the Settled Federal/State Acthar Claims **are impaired** by this Scheme and shall be treated in accordance with the Plan (including, without limitation, Article III.B.10 of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Settled Federal/State Acthar Claims shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Settled Federal/State Acthar Claims shall be deemed to have been settled, discharged, waived, released and extinguished in full as against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

(c) On the Effective Date the Company shall incur all obligations (if any) specified as owing by it to the Holders of the Settled Federal / State Achtar Claims pursuant to the Federal / State Achtar Settlement Agreements in accordance with the Plan (including, without limitation, Article IV.DD of the Plan).

7.36. **Intercompany Claims**

(a) The Holders of the Intercompany Claims **are impaired** by this Scheme and shall be treated in accordance with the Plan (including, without limitation, Article III.B.11 of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Intercompany Claims shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Intercompany Claims shall be deemed to have been settled, discharged, waived, released and extinguished in full as against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

7.37. **Subordinated Claims**

(a) The Holders of the Subordinated Claims **are impaired** by this Scheme and shall be treated in accordance with the Plan (including, without limitation, Article III.B.13 of the Plan).

(b) Without prejudice to their rights pursuant to the Plan, the Holders of the Subordinated Claims shall not receive any payment, dividend or other distribution pursuant to this Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Subordinated Claims shall be deemed to have been settled, discharged, waived, released and extinguished in full as against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

7.38. **Unexercised Equity Interest Claims**

(a) The rights of the Holders of the Unexercised Equity Interest Claims **are impaired** by this Scheme.

(b) The Unexercised Equity Interest Claims and any and all rights attaching or relating thereto will be extinguished and cancelled and

the Holders of such Unexercised Equity Interest Claims shall have no Claim whatsoever and howsoever arising against the Company in respect of such Unexercised Equity Interest Claims and the Holders of such Unexercised Equity Interest will not receive any distribution or retain any property on account of such Unexercised Equity Interest Claims.

(c) The Holders of the Unexercised Equity Interest Claims will not receive any form of dividend or payment under this Scheme in return for the cancellation of their rights under the Unexercised Equity Interest Claims.

7.39. **Relevant Administrative Claims**

(a) The Holders of the Relevant Administrative Claims **are not impaired** by this Scheme.

(b) The Relevant Administrative Claims will be treated in accordance with the terms of the Plan (including, without limitation, Article II of the Plan).

7.40. **Preferential Claims**

(a) The Holders of the Preferential Claims **are not impaired** by this Scheme.

(b) The Preferential Claims shall be paid in full when they fall due in the ordinary course.

8. DETERMINING THE CLAIMS OF CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

In order to implement this Scheme and in the interests of the Company and the Creditors, taken as a whole, it is proposed to resolve the Claims of contingent, unliquidated and Disputed Claims in accordance with the provisions specified in Article VII of the Plan.

9. WAIVING OF RIGHTS

9.1. This Scheme covers all Claims against the Company, including contingent and prospective liabilities, as at the Petition Date whether or not the liabilities have been acknowledged or recognised or are unknown including for the avoidance of doubt any liabilities arising from or in connection with guarantees or indemnities to any party.

9.2. With effect from the Petition Date, without prejudice to the right of the Company to perform and seek performance of its contractual rights and entitlements existing at the Petition Date, no Creditor or any other party shall have any debt, right or Claim of any description whatsoever (including, but not limited to, contingent or prospective Claims arising out of any guarantee or indemnity granted in respect of any liability of the Company and Claims of which the Company

and / or the Examiner are unaware), against the Company arising out of or connected with any contract (apart from the Composition Agreement and the Special Eligibility Agreement for Securities, liabilities of the Company arising from both of these agreements shall, notwithstanding any other provision of this Scheme, be unaffected by this Scheme)), engagement, circumstance, event, act or omission of the Company prior to the Petition Date, or arising as a consequence of the appointment of the Examiner, save as provided in this Scheme and the Plan.

9.3. Without prejudice to the generality of Clause 9.2 above, no Creditor shall be permitted to set off a Claim which it owes to the Company (where such Claim has been incurred during the Protection Period) against a Claim which was owing to it by the Company on or before the Petition Date.

9.4. For the avoidance of doubt:

(a) failure through inadvertence on the part of the Examiner or the Company to notify any Creditor of the class meeting of Creditors to which the Creditor should have received notice will not prevent that Creditor from being bound by this Scheme, if and to the extent that this Scheme is confirmed by the Irish Court;

(b) nothing in this Scheme shall prejudice or affect the rights of the Company to seek full payment or contribution from any person or to pursue or enforce any Claim or liability of any person or to seek performance of its contractual rights and entitlements existing at the Petition Date;

(c) unless otherwise provided in this Scheme or the Plan, with respect to the Company, no interest, penalties, or costs (over and above the sum specified in the Correspondence or the sum determined in accordance with the provisions specified in Article VII of the Plan) shall be payable by the Company to any Creditor; and

(d) with respect to the Company, the dividends (whether in the form of cash payments or otherwise) provided for in this Scheme pursuant to an order of the Irish Court confirming this Scheme shall be in full and final settlement of all Claims and entitlements of each Creditor to which a dividend is made as determined in accordance with this Scheme.

10. IMPLEMENTATION OF THIS SCHEME

10.1. In formulating this Scheme, the Examiner has treated each separate class of Creditors, on a fair and equitable basis having regard to the current trading position of the Company and the relative amounts which those Creditors might receive on a winding up. The Examiner is satisfied that the acceptance and implementation of this Scheme is in the best interests of the Creditors.

10.2. At the confirmation hearing in respect of the Company under section 541 of the Act, the Examiner proposes to seek orders approving this Scheme in respect of the Company, upon the making of which, this Scheme will become effective and binding on the Members, the Creditors and the Company in accordance with its terms and the order of the Irish Court, and the Company will cease to be under the protection of the Irish Court.

10.3. On and from the Effective Date, the steps to implement this Scheme will be implemented in accordance with the Plan.

11. GENERAL DATA PROTECTION REGULATION

11.1. The Examiner has at all times acted in accordance with Data Protection Law. For the purpose of this section, “Data Protection Law” means Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (**GDPR**) and the Data Protection Acts 1988 – 2003.

11.2. Under GDPR, the Examiner has a number of lawful reasons that he may use (or 'process') personal information including his compliance with his legal obligations as Examiner to the Company and the related 'legitimate interests' under the examinership process.

11.3. Broadly speaking “legitimate interests” means that the Examiner can process personal information if he has a genuine and legitimate reason and is not harming any individual’s rights and interests

11.4. In providing services to the Company as appointed examiner, the Examiner is entitled to process personal data of individuals that he receives from the Company and/or through his dealings with the Company (**Personal Data**). The Examiner shall process any such Personal Data for the strict purpose of providing the Company with his services, for administration and billing purposes, and for other purposes incidental to the provision of his services and for compliance with his legal obligations, such as under anti- money laundering legislation.

11.5. Where the Examiner has processed any personal information by virtue of compliance with his legal obligations or legitimate interests, he has considered and balanced any potential impact on an individual’s personal rights under Data Protection Law. The Examiner’s legal obligations and legitimate interests do not automatically override an individual’s interests and the Examiner shall not use personal data for activities where the Examiner’s interests are overridden by the impact on the individual (unless the Examiner has received consent or is otherwise required or permitted to by law).

11.6. The Examiner will retain electronic and hard copy files for a period of between 6 to 14 years, or longer where required, after which he may destroy all documents, copies and images of them. The Examiner reserves the right to destroy files and documents relating to this Scheme six years after the examinership has been completed.

11.7. The Examiner's responsibilities under Data Protection Law will vary depending on whether he acts as a data controller or, as the case may be, a data processor of Personal Data. If the Examiner acts as a data controller of Personal Data, he shall comply at all times with his data controller obligations as provided under Data Protection Law. The Examiner shall adhere to the privacy policy of Grant Thornton available at www.grantthornton.ie which provides additional information about how the Examiner processes Personal Data when he acts as a data controller.

12. MISCELLANEOUS PROVISIONS

12.1. No double recovery

There shall be no double recovery under this Scheme and the Plan with respect to the same Claims.

12.2. Priorities

(a) The remuneration costs and expenses of the Examiner shall be accorded the priority afforded to them in section 554 of the Act and shall be paid in priority to all other debts or payments under this Scheme on or before the Effective Date.

(b) To the extent permitted by law, the Examiner shall have no personal liability in relation to this Scheme, or his actions as Examiner or in relation to the conduct of the examinership.

(c) Except as provided herein, all amounts due to Creditors by the Company in respect of goods or services provided during the Protection Period shall be paid by the Company in full in the normal course of business.

(d) No certificates pursuant to section 529 of the Act have been issued by the Examiner to the date of this Scheme in relation to the Company during the Protection Period.

12.3. Foreign currency conversion

Creditors' Claims denominated in currency other than euro or US$ amounts as at the Petition Date will be converted into euro at the European Central Bank References Rates maintained by the Central Bank of Ireland as at the Petition Date.

12.4. Non admission of Claims

Nothing contained in this Scheme shall constitute an admission or acknowledgement of liability in respect of any Claim which has not otherwise been admitted by the Company.

12.5. **Interests of Directors and Connected Companies**

In accordance with section 540(11) of the Act, to the extent that certain of the Directors, or companies, connected to the Directors are Creditors of the Company, the effect of this Scheme on the interests of the Directors, whether as directors, Members or Creditors of the Company, or otherwise, is no different to the effect on the like interest of other persons.

12.6. **Explanatory memorandum**

(a) Accompanying this Scheme is an explanatory memorandum (the **Explanatory Memorandum**), which provides a summary of this Scheme and its effect. It should be read in conjunction with this Scheme.

(b) Terms defined in this Scheme in respect of the Company shall have the same meaning in the Explanatory Memorandum. In the event of any inconsistency between the terms of the Explanatory Memorandum and this Scheme, the terms of this Scheme shall apply.

12.7. **Memorandum and articles of association of the Company**

With effect from the Effective Date, the memorandum shall be amended and the new articles of association adopted in the form attached at Appendix 3 (the **New Constitution**). The articles of association contained in the New Constitution shall be adopted as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.

12.8. **Reduction of the Pre-Existing Company Capital**

Without prejudice to the provisions of Clause 6, with effect from the Effective Date the Pre-Existing Company Capital shall be reduced to zero. The Examiner shall be entitled, as of the Effective Date, to execute on behalf of the Company and / or the board of Directors all documentation necessary in connection with the reduction of the Pre-Existing Company Capital in accordance with this Clause 12.8.

12.9. **Company's Obligations under the Plan**

Nothing in this Scheme shall operate so as restrict, impair or limit the rights and entitlements of the Guaranteed Unsecured Notes Indenture Trustee and / or the Second Lien Notes Indenture Trustee under the Plan.

12.10. **Governing law and jurisdiction**

(a) This Scheme and any dispute arising out of or in connection with it or its subject matter or enforceability (including non-contractual obligations, disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

(b) The courts of Ireland shall have non-exclusive jurisdiction to hear and determine any suit, action or proceeding relating to this Scheme (**Proceedings**) or to settle any dispute which may arise in relation to this Scheme, however, nothing in this clause will limit the taking of any Proceedings in another court of competent jurisdiction, nor will the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

(c) No person whose rights or interests are affected by this Scheme shall have any right to object to any Proceedings being brought in the courts of Ireland or to claim that the Proceedings have been brought in an inconvenient forum or to claim that the courts of Ireland do not have jurisdiction

THE HIGH COURT

2022 No. 25 COS

BETWEEN:

IN THE MATTER OF MALLINCKRODT PUBLIC LIMITED COMPANY

-and-

AND IN THE MATTER OF PART 10 OF THE COMPANIES ACT 2014

PROPOSALS FOR A SCHEME OF ARRANGEMENT

BETWEEN
MALLINCKRODT PUBLIC LIMITED COMPANY
AND
ITS MEMBERS AND CREDITORS

DATED 21 MARCH 2022

A&L Goodbody LLP
International Financial Services Centre
25-28 North Wall Quay, Dublin 1
D01 H104
01437841

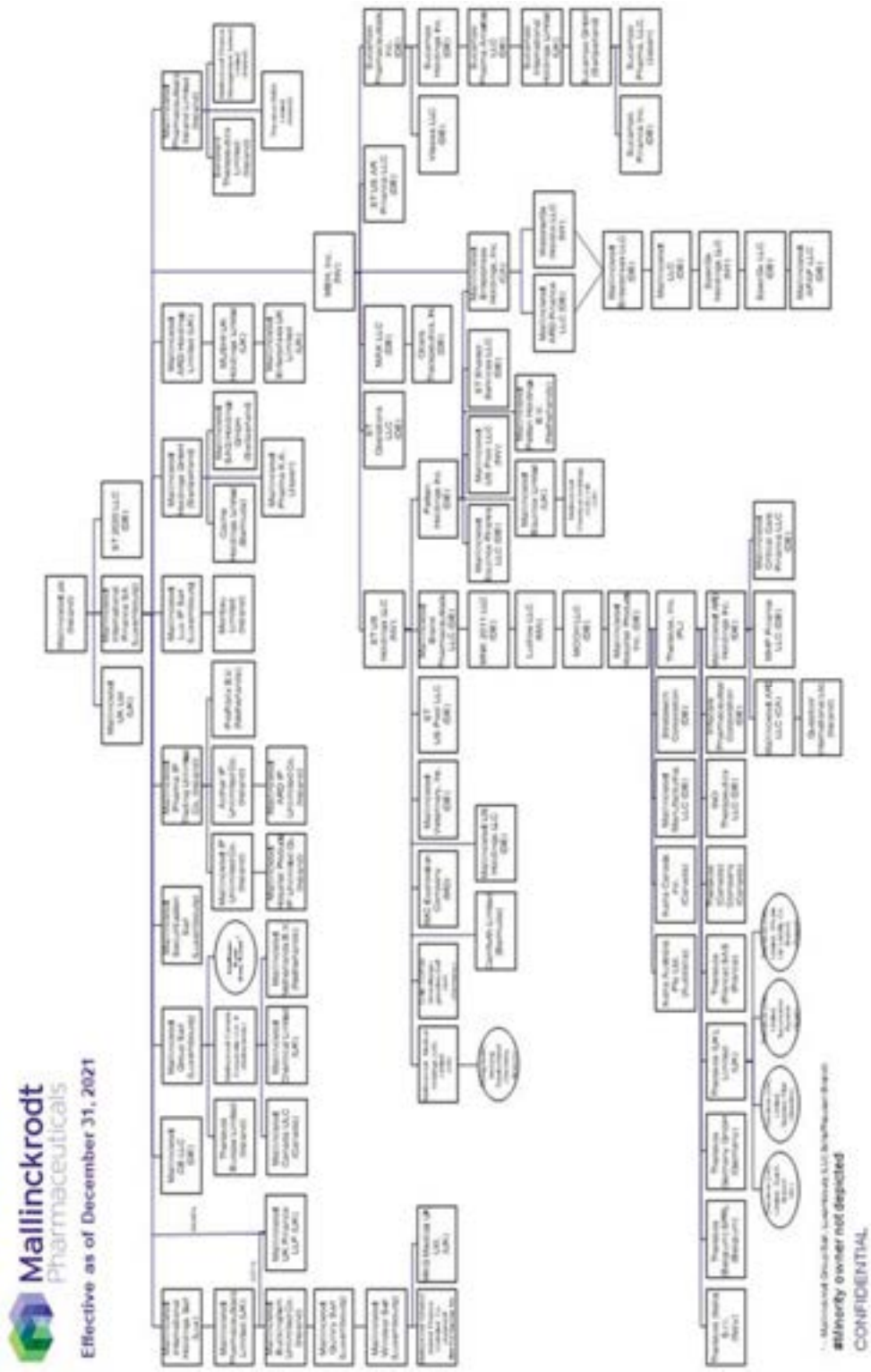
Appendix 1

Particulars of the Company

	Particulars
Registered Number	522227
Date of Incorporation	9 January 2013
Place of Incorporation	Ireland
Registered Office	College Business & Technology Park, Cruiserath, Blanchardstown Dublin 15, Ireland
Authorised Share Capital	US$200,000,000 and €40,000 divided into 500,000,000 Ordinary Shares of US$0.20 each, 500,000,000 Preferred Shares of US0.20 each and 40,000 ordinary "A" shares of €1.00 each
Issued Share Capital	U.S.$ 18,860,767.80 divided into 94,303,839 ordinary shares of US$0.20 each
Directors	Angus Russell Mark Trudeau David Carlucci J. Martin Carroll Paul R. Carter David Norton Carlos V. Paya, M.D., Ph.D. JoAnn Reed Anne C. Whitaker Kneeland Youngblood, M.D
Secretary	Stephanie Miller Mark Casey (Assistant Secretary) Bradwell Limited (Assistant Secretary)

Appendix 2

Group Structure Chart



Appendix 3

New Constitution of the Company

Companies Act 2014

A PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM and ARTICLES OF ASSOCIATION

of

MALLINCKRODT PUBLIC LIMITED COMPANY

(Adopted on ●)

Cert. No.: 522227

Companies Act 2014

A PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

of

MALLINCKRODT PUBLIC LIMITED COMPANY

MEMORANDUM OF ASSOCIATION

1. The name of the Company is Mallinckrodt public limited company.

2. The Company is a public limited company for the purposes of Part 17 of the Companies Act 2014 (the "Act").

3. The objects for which the Company is established are:

3.1 (a) To carry on the business of a healthcare services development company operating in the healthcare field, and to design, manufacture, produce, supply and provide generic and branded pharmaceuticals, contrast media, radiopharmaceuticals, active pharmaceutical ingredients and dosage pharmaceuticals and other devices or products of a surgical, pharmaceutical, diagnostic, medical imaging or medical character necessary or suitable for the proper treatment of sick or injured persons or patients and to carry on business as merchants of and dealers in all supplies required for use in the treatment and care of the sick and injured and to do all things usually dealt in by persons carrying on the above mentioned businesses or any of them or likely to be required in connection with any of the said businesses.

(b) To carry on the business of a holding company and to co-ordinate the administration, finances and activities of any subsidiary companies or associated companies, to do all lawful acts and things whatever that are necessary or convenient in carrying on the business of such a holding company and in particular to carry on in all its branches the business of a management services company, to act as managers and to direct or coordinate the management of other companies or of the business, property and estates of any company or person and to undertake and carry out all such services in connection therewith as may be deemed expedient by the Company's board of directors and to exercise its powers as a shareholder of other companies.

(c) To acquire the entire issued share capital of Mallinckrodt International Finance S.A., a Luxembourg registered company and Mallinckrodt Belgium BVBA, a Belgian registered company.

3.2 To acquire shares, stocks, debentures, debenture stock, bonds, obligations and securities by original subscription, tender, purchase, exchange or otherwise and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.

3.3 To facilitate and encourage the creation, issue or conversion of and to offer for public subscription debentures, debenture stocks, bonds, obligations, shares, stocks, and

securities and to act as trustees in connection with any such securities and to take part in the conversion of business concerns and undertakings into companies.

3.4 To purchase or by any other means acquire any freehold, leasehold or other property and in particular lands, tenements and hereditaments of any tenure, whether subject or not to any charges or incumbrances, for any estate or interest whatever, and any rights, privileges or easements over or in respect of any property, and any buildings, factories, mills, works, wharves, roads, machinery, engines, plant, live and dead stock, barges, vessels or things, and any real or personal property or rights whatsoever which may be necessary for, or may conveniently be used with, or may enhance the value or property of the Company, and to hold or to sell, let, alienate, mortgage, charge or otherwise deal with all or any such freehold, leasehold, or other property, lands, tenements or hereditaments, rights, privileges or easements.

3.5 To sell or otherwise dispose of any of the property or investments of the Company.

3.6 To establish and contribute to any scheme for the purchase of shares in the Company to be held for the benefit of the Company's employees and to lend or otherwise provide money to such schemes or the Company's employees or the employees of any of its subsidiary or associated companies to enable them to purchase shares of the Company.

3.7 To grant, convey, transfer or otherwise dispose of any property or asset of the Company of whatever nature or tenure for such price, consideration, sum or other return whether equal to or less than the market value thereof and whether by way of gift or otherwise as the Directors shall deem fit and to grant any fee, farm grant or lease or to enter into any agreement for letting or hire of any such property or asset for a rent or return equal to or less than the market or rack rent therefor or at no rent and subject to or free from covenants and restrictions as the Directors shall deem appropriate.

3.8 To acquire and undertake the whole or any part of the business, good-will and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage or deal with any shares, debentures, debenture stock or securities so received.

3.9 To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.

3.10 To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or

any business or transaction capable of being conducted so as directly to benefit this Company.

3.11 To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

3.12 To lend money to and guarantee the performance of the contracts or obligations of any company, firm or person, and the repayment of the capital and principal of, and dividends, interest or premiums payable on, any stock, shares and securities of any company, whether having objects similar to those of this Company or not, and to give all kinds of indemnities.

3.13 To engage in currency exchange and interest rate transactions including, but not limited to, dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and any other foreign exchange or interest rate hedging arrangements and such other instruments as are similar to, or derived from, any of the foregoing whether for the purpose of making a profit or avoiding a loss or managing a currency or interest rate exposure or any other exposure or for any other purpose.

3.14 To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (both present and future) and uncalled capital of the Company, or by both such methods, the performance of the obligations of, and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities of, any person, firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company as defined by the Act, or a subsidiary, as defined in the Act of any such holding company or otherwise associated with the Company in business.

3.15 To borrow or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, debenture stocks, bonds, obligations and securities of all kinds, either perpetual or terminable and either redeemable or otherwise and to secure the repayment of any money borrowed, raised or owing by trust deed, mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar trust deed, mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

3.16 To draw, make, accept, endorse, discount, execute, negotiate and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

3.17 To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in, or securities of any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

3.18 To hold in trust as trustees or as nominees and to deal with, manage and turn to account, any real or personal property of any kind, and in particular shares, stocks, debentures, securities, policies, book debts, claims and chases in actions, lands, buildings, hereditaments, business concerns and undertakings, mortgages, charges, annuities, patents, licences, and any interest in real or personal property, and any claims against such property or against any person or company.

3.19 To constitute any trusts with a view to the issue of preferred and deferred or other special stocks or securities based on or representing any shares, stocks and other assets specifically appropriated for the purpose of any such trust and to settle and regulate and if thought fit to undertake and execute any such trusts and to issue, dispose of or hold any such preferred, deferred or other special stocks or securities.

3.20 To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations or securities and to guarantee the payment of interest thereon or of dividends on any stocks or shares of any company.

3.21 To construct, erect and maintain buildings, houses, flats, shops and all other works, erections, and things of any description whatsoever either upon the lands acquired by the Company or upon other lands and to hold, retain as investments or to sell, let, alienate, mortgage, charge or deal with all or any of the same and generally to alter, develop and improve the lands and other property of the Company.

3.22 To provide for the welfare of persons in the employment of or holding office under or formerly in the employment of or holding office under the Company including Directors and ex-Directors of the Company and the wives, widows and families, dependants or connections of such persons by grants of money, pensions or other payments and by forming and contributing to pension, provident or benefit funds or profit sharing or co-partnership schemes for the benefit of such persons and to form, subscribe to or otherwise aid charitable, benevolent, religious, scientific, national or other institutions, exhibitions or objects which shall have any moral or other claims to support or aid by the Company by reason of the locality of its operation or otherwise.

3.23 To remunerate by cash payments or allotment of shares or securities of the Company credited as fully paid up or otherwise any person or company for services rendered or to be rendered to the Company whether in the conduct or management of its business, or in placing or assisting to place or guaranteeing the placing of any of the shares of the Company's capital, or any debentures or other securities of the Company or in or about the formation or promotion of the Company.

3.24 To enter into and carry into effect any arrangement for joint working in business or for sharing of profits or for amalgamation with any other company or association or any partnership or person carrying on any business within the objects of the Company.

3.25 To distribute in specie or otherwise as may be resolved, any assets of the Company among its members and in particular the shares, debentures or other securities of any other company belonging to this Company or of which this Company may have the power of disposing.

3.26 To vest any real or personal property, rights or interest acquired or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.

3.27 To transact or carry on any business which may seem to be capable of being conveniently carried on in connection with any of these objects or calculated directly or indirectly to enhance the value of or facilitate the realisation of or render profitable any of the Company's property or rights.

3.28 To accept stock or shares in or debentures, mortgages or securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company, whether such shares shall be wholly or partly paid up.

3.29 To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company shall consider to be preliminary thereto and to issue shares as fully or in part paid up, and to pay out of the funds of the Company all brokerage and charges incidental thereto.

3.30 To procure the Company to be registered or recognised in any part of the world.

3.31 To do all or any of the matters hereby authorised in any part of the world or in conjunction with or as trustee or agent for any other company or person or by or through any factors, trustees or agents.

3.32 To make gifts or grant bonuses to the Directors or any other persons who are or have been in the employment of the Company including substitute directors.

3.33 To do all such other things that the Company may consider incidental or conducive to the attainment of the above objects or as are usually carried on in connection therewith.

3.34 To carry on any business which the Company may lawfully engage in and to do all such things incidental or conducive to the business of the Company.

3.35 To make or receive gifts by way of capital contribution or otherwise.

The objects set forth in any sub-clause of this clause shall be regarded as independent objects and shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause, or by the name of the Company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world notwithstanding that the business, property or acts proposed to be transacted, acquired or performed do not fall within the objects of the first sub-clause of this clause.

NOTE: It is hereby declared that the word "company" in this clause, except where used in reference to this Company shall be deemed to include any partnership, body corporate or other body of persons whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere and the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph be in no way limited or restricted by reference to or inference from the terms of any other paragraph.

4. The share capital of the Company is US$10,000,000 and €40,000 divided into 500,000,000 Ordinary Shares of US$0.01 each, 500,000,000 Preferred Shares of US$0.01 each and 40,000 Ordinary A Shares of €1.00 each. For the avoidance of doubt, notwithstanding anything herein to the contrary, pursuant to Section 1123(a)(6) of the Bankruptcy Code, the Company shall not issue non-voting equity securities; provided, however, that the foregoing restriction (i) shall have no further force or effect beyond that required under Section 1123 of the Bankruptcy Code, (ii) shall have such force and effect, if any, only for so long as such section is in effect and applicable to the Company and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time in effect. "Bankruptcy Code" in this memorandum of association means title 11 of the United States Code §§101-1532.

5. The liability of the members is limited.

6. The shares forming the capital, increased or reduced, may be increased or reduced and be divided into such classes and issued with any special rights, privileges and conditions or with such qualifications as regards preference, dividend, capital, voting or other special incidents, and be held upon such terms as may be attached thereto or as may from time to time be provided by the original or any substituted or amended articles of association and regulations of the Company for the time being, but so that where shares are issued with any preferential or special rights attached thereto such rights shall not be alterable otherwise than pursuant to the provisions of the Company's articles of association for the time being.

We, the several persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this memorandum of association and we agree to take the number of shares in the capital of the company set opposite our respective names.

Names, addresses and descriptions of subscribers	**Number of shares taken by each subscriber**
J. MCGOWAN-SMYTH For and on behalf of Fand Limited Arthur Cox Building Earlsfort Terrace Dublin 2	One Ordinary Share
J. MCGOWAN-SMYTH For and on behalf of DIJR Nominees Limited Arthur Cox Building Earlsfort Terrace Dublin 2	One Ordinary Share
J. MCGOWAN-SMYTH For and on behalf of AC Administration Services Limited Arthur Cox Building Earlsfort Terrace Dublin 2	One Ordinary Share
J. MCGOWAN-SMYTH For and on behalf of Arthur Cox Nominees Limited Arthur Cox Building Earlsfort Terrace Dublin 2	One Ordinary Share
J. MCGOWAN-SMYTH For and on behalf of Arthur Cox Registrars Limited Arthur Cox Building Earlsfort Terrace Dublin 2	One Ordinary Share
J. MCGOWAN-SMYTH For and on behalf of Arthur Cox Trust Services Limited Arthur Cox Building Earlsfort Terrace Dublin 2	One Ordinary Share

J. MCGOWAN-SMYTH
For and on behalf of
Arthur Cox Trustees Limited — One Ordinary Share
Arthur Cox Building
Earlsfort Terrace
Dublin 2
Solicitor

Dated 21 December 2012

Witness to the above signatures:

Name: MAIREAD FOLEY

Address: ARTHUR COX BUILDING
EARLSFORT TERRACE
DUBLIN 2

Occupation: COMPANY SECRETARY

COMPANIES ACT 2014

A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

MALLINCKRODT PUBLIC LIMITED COMPANY

(Adopted on ●)

PRELIMINARY

1.

(a) The provisions set out in these articles of association shall constitute the whole of the regulations applicable to the Company and no "optional provision" as defined by section 1007(2) of the Act with the exception of Sections 83 and 84 of the Act shall apply to the Company.

(b) For the avoidance of doubt, the regulations contained in Table A in the First Schedule to the Companies Act, 1963 shall not apply to the Company.

2.

(a) In these articles:

"Act" means the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force.

"Acts" means the Act and all other enactments and statutory instruments which are to be read as one with, or construed or read together as one with the Act and every statutory modification and re-enactment thereof for the time being in force.

"address" includes any number or address used for the purposes of communication by way of electronic mail or other electronic communication.

"Adoption Date" means the effective date of adoption of these Articles.

"Assistant Secretary" means any person appointed by the Secretary from time to time to assist the Secretary.

"articles" means the articles of association of which this article 2 forms part, as the same may be amended and may be from time to time and for the time being in force.

"Bankruptcy Code" means title 11 of the United States Code §§101-1532.

"Clear Days" in relation to the period of notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"Chairman" means the Director who is elected by the Directors from time to time to preside as chairman at all meetings of the Board and at general meetings of the Company.

"Company" means the company whose name appears in the heading to these articles.

"Directors" or the "Board" means the directors from time to time and for the time being of the Company or the directors present at a meeting of the board of directors and includes any person occupying the position of director by whatever name called.

"electronic communication" has the meaning given to those words in the Electronic Commerce Act 2000.

"electronic signature" has the meaning given to those words in the Electronic Commerce Act 2000.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

"Group" means the Company and its subsidiaries from time to time and for the time being.

"Holder" in relation to any share, means the member whose name is entered in the Register as the holder of the share or, where the context permits, the members whose names are entered in the Register as the joint holders of shares.

"Office" means the registered office from time to time and for the time being of the Company

"Ordinary Resolution" means an ordinary resolution of the Company's members within the meaning of the Act.

"public announcement" means disclosure in a press release reported by a national news service or in a document publicly filed by the Company with the U.S. Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

"Redeemable Shares" means redeemable shares in accordance with the Act.

"Register" means the register of members to be kept as required in accordance with the Act.

"seal" means the common seal of the Company and any duplicate of such common seal of the Company.

Secretary" means any person appointed to perform the duties of the secretary of the Company and includes any joint secretary.

"Special Resolution" means a special resolution of the Company's members within the meaning of the Act.

(b) Expressions in these articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form except as provided in these articles and/or where it constitutes writing in electronic form sent to the Company, and the Company has agreed to its receipt in such form. Expressions in these articles referring to execution of any document shall include any mode of execution whether under seal or under hand or any mode of electronic signature as shall be approved by the Directors. Expressions in these articles referring to receipt of any electronic communications shall, unless the contrary intention appears, be limited to receipt in such manner as the Company has approved.

(c) Unless the contrary intention appears, words or expressions contained in these articles shall bear the same meaning as in the Acts or in any statutory modification thereof in force at the date at which these articles become binding on the Company.

(d) A reference to a statute or statutory provision shall be construed as a reference to the laws of Ireland unless otherwise specified and includes:

(i) any subordinate legislation made under it including all regulations, by-laws, orders and codes made thereunder;

(ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and

(iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.

(e) The masculine gender shall include the feminine and neuter, and vice versa, and the singular number shall include the plural, and vice versa, and words importing persons shall include firms or companies.

(f) Reference to US$, USD, or dollars shall mean the currency of the United States of America and to €, euro, EUR or cent shall mean the currency of Ireland.

SHARE CAPITAL AND VARIATION OF RIGHTS

3. (a) The share capital of the Company is US$10,000,000 and €40,000 divided into 500,000,000 ordinary shares of US$0.01 each, 500,000,000 preferred shares of US$0.01 each and 40,000 ordinary A shares of €1.00 each. For the avoidance of doubt, notwithstanding anything herein to the contrary, pursuant to Section 1123(a)(6) of the Bankruptcy Code, the Company shall not issue non-voting equity securities; provided, however, that the foregoing restriction (i) shall have no further force or effect beyond that required under Section 1123 of the Bankruptcy Code, (ii) shall have such force and effect, if any, only for so long as such section is in effect and applicable to the Company and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time in effect.

(b) The rights and restrictions attaching to the ordinary shares shall be as follows:

(i) subject to the right of the Company to set record dates for the purposes of determining the identity of members entitled to notice of and/or to vote at a general meeting, the right to attend and speak at any general meeting of the Company and to exercise one vote per ordinary share held at any general meeting of the Company;

(ii) the right to participate pro rata in all dividends declared by the Company; and

(iii) the right, in the event of the Company's winding up, to participate pro rata in the total assets of the Company.

The rights attaching to the ordinary shares may be subject to the terms of issue of any series or class of preferred shares allotted by the Directors from time to time in accordance with article 3(d).

(c) The Directors may issue and allot ordinary A shares subject to the rights, privileges, limitations and restrictions set out in this article 3(c):

(i) Income

The holder of an ordinary A share shall not be entitled to receive any dividend or distribution declared, made or paid or any return of capital (save as provided for in this article) and shall not entitle its holder to any further or other right of participation in the assets of the Company.

(ii) Capital

On a winding up of, or other return of capital (other than on a redemption of any class of shares in the capital of the Company) by the Company, the holders of ordinary A shares shall be entitled to participate in such return of capital or winding up of the Company, such entitlement to be limited to the repayment of the amount paid up or credited as paid up on such ordinary A shares and shall be paid only after the holders of ordinary shares shall have received payment in respect of such amount as is paid up or credited as paid up on those ordinary shares held by them at that time, plus the payment in cash of $100,000,000 on each such ordinary share.

(iii) Acquisition of Ordinary A Shares

The Company as agent for the holders of ordinary A shares shall have the irrevocable authority to authorise and instruct the Secretary (or any other person appointed for the purpose by the Directors) to acquire, or to accept the surrender of, the ordinary A shares for no consideration and to execute on behalf of such holders such documents as are necessary in connection with such acquisition or surrender, and pending such acquisition or surrender to retain the certificates, to the extent issued, for such ordinary A shares. Any request by the Company to acquire, or for the surrender of, any ordinary A shares may be made by the Directors depositing at the Office a notice addressed to such person as the Directors shall have nominated on behalf of the holders of ordinary A shares. A person whose shares have been acquired or surrendered in accordance with this article shall cease to be a member in respect of such ordinary A shares but shall notwithstanding remain liable to pay the Company all monies which, at the date of acquisition or surrender, were payable by him or her to the Company in respect of such shares, but his or her liability shall cease if and when the Company has received payment in full of all such monies in respect of such shares. A notice issued pursuant to this paragraph shall be deemed to be validly issued notwithstanding the provisions of articles 134 to 139 inclusive.

(iv) Voting

The holders of ordinary A shares shall not be entitled to receive notice of, nor attend, speak or vote at, any general meeting.

The rights attaching to the ordinary A shares may be subject to the terms of issue of any series or class of preferred shares allotted by the Directors from time to time in accordance with article 3(d).

(d) The Directors are authorised to issue all or any of the authorised but unissued preferred shares from time to time in one or more classes or series, and to fix for each such class or series such voting power, full or limited, or no voting power, and such designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board providing for the

issuance of such class or series, including, without limitation, the authority to provide that any such class or series may be:

(i) redeemable at the option of the Company, or the Holders, or both, with the manner of the redemption to be set by the Board, and redeemable at such time or times, including upon a fixed date, and at such price or prices;

(ii) entitled to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes of shares or any other series;

(iii) entitled to such rights upon the dissolution of, or upon any distribution of the assets of, the Company; or

(iv) convertible into, or exchangeable for, shares of any other class or classes of shares, or of any other series of the same or any other class or classes of shares, of the Company at such price or prices or at such rates of exchange and with such adjustments as the Directors determine,

which rights and restrictions may be as stated in such resolution or resolutions of the Directors as determined by them in accordance with this article 3(d). The Board may at any time before the allotment of any preferred share by further resolution in any way amend the designations, preferences, rights, qualifications, limitations or restrictions, or vary or revoke the designations of such preferred shares.

The rights conferred upon the Holder of any pre-existing shares in the share capital of the Company shall be deemed not to be varied by the creation, issue and allotment of preferred shares in accordance with this article 3(d).

(e) Unless the Board specifically resolves to treat such acquisition as a purchase for the purposes of the Act, an Ordinary Share shall be deemed to be a Redeemable Share on, and from the time of, the existence or creation of an agreement, transaction or trade between the Company and any third party pursuant to which the Company acquires or will acquire Ordinary Shares, or an interest in Ordinary Shares, from such third party and the Company is hereby authorised to enter into any such agreement, transaction or trade. In these circumstances, the acquisition of such shares or interest in shares by the Company shall constitute the redemption of a Redeemable Share in accordance with the Act. No resolution, whether special or otherwise, shall be required to be passed to deem any Ordinary Share a Redeemable Share, or to authorise the redemption of such a Redeemable Share and once deemed to be a Redeemable Share such share shall be redeemable at the instance of the Company.

4. Subject to the provisions of the Act and the other provisions of this article, the Company may:

(a) pursuant to the Act, issue any shares of the Company which are to be redeemed or are liable to be redeemed at the option of the Company or the member on such terms and in such manner as may be determined by the Company in general meeting (by Special Resolution) on the recommendation of the Directors; or

(b) subject to and in accordance with the provisions of the Acts and without prejudice to any relevant special rights attached to any class of shares pursuant to the Act, purchase any of its own shares (including any Redeemable Shares and without any obligation to purchase on any pro rata basis as between members or members of the same class) and may cancel any shares so purchased or hold them as treasury shares

(as defined in the Act) and may reissue any such shares as shares of any class or classes.

5. Without prejudice to any special rights previously conferred on the Holders of any existing shares or class of shares, any share in the Company may be issued with such preferred or deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by Ordinary Resolution determine.

6. (a) Without prejudice to the authority conferred on the Directors pursuant to article 3 to issue preferred shares in the capital of the Company, if at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the Holders of three-fourths of the issued shares in that class, or with the sanction of a Special Resolution passed at a separate general meeting of the Holders of the shares of that class, provided that, if the relevant class of Holders has only one Holder, that person present in person or by proxy, shall constitute the necessary quorum. To every such meeting the provisions of article 35 shall apply.

(b) The redemption or purchase of preferred shares or any class of preferred shares shall not constitute a variation of rights of the preferred Holders where the redemption or purchase of the preferred shares has been authorised solely by a resolution of the ordinary Holders.

(c) The issue, redemption or purchase of any of the 500,000,000 preferred shares of US$0.01 shall not constitute a variation of the rights of the Holders of Ordinary Shares.

(d) The issue of preferred shares or any class of preferred shares which rank pari passu with, or junior to, any existing preferred shares or class of preferred shares shall not constitute a variation of the existing preferred shares or class of preferred shares.

7. The rights conferred upon the Holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

8. (a) Subject to the provisions of these articles relating to new shares, the shares shall be at the disposal of the Directors (and/or by a committee of the Directors or by any other person where such committee or person is so authorised by the Directors), and they may (subject to the provisions of the Acts) allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they may consider to be in the best interests of the Company and its members, but so that no share shall be issued at a discount to its nominal value save in accordance with the Act, and so that, save where the Act permits otherwise, the amount payable on application on each share shall not be less than one-quarter of the nominal amount of the share and the whole of any premium thereon.

(b) Subject to any requirement to obtain the approval of members under any laws, regulations or the rules of any stock exchange to which the Company is subject, the Board is authorised, from time to time, in its discretion, to grant such persons, for such periods and upon such terms as the Board deems advisable, options to purchase or subscribe for such number of shares of any class or classes or of any series of any class as the Board may deem advisable, and to cause warrants or other appropriate instruments evidencing such options to be issued.

(c) The Directors are, for the purposes of section 1021 of the Act, generally and unconditionally authorised to exercise all powers of the Company to allot and issue relevant securities (as defined by the said section 1021) up to the amount of Company's authorised share capital and to allot and issue any shares purchased by the Company pursuant to the provisions of the Act and held as treasury shares and this authority shall expire five years from the Adoption Date. The Company may before the expiry of such authority make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such an offer or agreement notwithstanding that the authority hereby conferred has expired.

(d) The Directors are hereby empowered pursuant to sections 1022 and 1023 of the Act to allot equity securities within the meaning of the said section 1023 of the Act for cash pursuant to the authority conferred by paragraph (c) of this article as if section 1022 of the said Act did not apply to any such allotment. The Company may before the expiry of such authority make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such an offer or agreement as if the power conferred by this paragraph (d) had not expired.

(e) Nothing in these articles shall preclude the Directors from recognising a renunciation of the allotment of any shares by any allottee in favour of some other person.

9. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment when due shall be paid to the Company by the person who for the time being shall be the Holder of the share.

10. The Company may pay commission to any person in consideration of a person subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company on such terms and subject to such conditions as the Directors may determine, including, without limitation, by paying cash or allotting and issuing fully or partly paid shares or any combination of the two. The Company may also, on any issue of shares, pay such brokerage as may be lawful.

11. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the Holder.

12. No person shall be entitled to a share certificate in respect of any Ordinary Share held by them in the share capital of the Company, whether such Ordinary Share was allotted or transferred to them, and the Company shall not be bound to issue a share certificate to any such person entered in the Register.

13. The Company shall not give, whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company, except as permitted by the Act.

14. (a) The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors, at any time, may declare any share to

be wholly or in part exempt from the provisions of this article. The Company's lien on a share shall extend to all moneys payable in respect of it.

(b) The Company may sell in such manner as the Directors determine any share on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen Clear Days after notice demanding payment, and stating that if the notice is not complied with the share may be sold, has been given to the Holder of the share or to the person entitled to it by reason of the death or bankruptcy of the Holder.

(c) To give effect to a sale, the Directors may authorise some person to execute an instrument of transfer of the share sold to, or in accordance with the directions of, the purchaser. The transferee shall be entered in the Register as the Holder of the share comprised in any such transfer and he shall not be bound to see to the application of the purchase moneys nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the sale, and after the name of the transferee has been entered in the Register, the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

(d) The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) shall be paid to the person entitled to the shares at the date of the sale.

15. (a) Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their shares and each member (subject to receiving at least fourteen Clear Days' notice specifying when and where payment is to be made) shall pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may be revoked before receipt by the Company of a sum due thereunder, in whole or in part and payment of a call may be postponed in whole or in part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

(b) A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

(c) The joint Holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

(d) If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Acts) but the Directors may waive payment of the interest wholly or in part.

(e) An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these articles shall apply as if that amount had become due and payable by virtue of a call.

(f) Subject to the terms of allotment, the Directors may make arrangements on the issue of shares for a difference between the Holders in the amounts and times of payment of calls on their shares.

(g) The Directors, if they think fit, may receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may pay (until the same would, but for such advance, become payable) interest at such rate, not exceeding (unless the Company in general meeting otherwise directs) fifteen percent per annum, as may be agreed upon between the Directors and the member paying such sum in advance.

(h) (i) If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors, at any time thereafter and during such times as any part of the call or instalment remains unpaid, may serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.

(ii) The notice shall name a further day (not earlier than the expiration of fourteen Clear Days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

(iii) If the requirements of any such notice as aforesaid are not complied with then, at any time thereafter before the payment required by the notice has been made, any shares in respect of which the notice has been given may be forfeited by a resolution of the Directors to that effect. The forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.

(iv) On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the member sued is entered in the Register as the Holder, or one of the Holders, of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued, in pursuance of these articles, and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

(i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal such a share is to be transferred to any person, the Directors may authorise some person to execute an instrument of transfer of the share to that person. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and thereupon he shall be registered as the Holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

(j) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but nevertheless shall remain liable to pay to the Company all moneys which, at the date of forfeiture, were payable by him to the Company in respect of the shares, without any deduction or allowance for the value of the shares at

the time of forfeiture but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.

(k) A statutory declaration that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited on the date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

(l) The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

(m) The Directors may accept the surrender of any share which the Directors have resolved to have been forfeited upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share shall be treated as if it has been forfeited.

TRANSFER OF SHARES

16. (a) The instrument of transfer of any share may be executed for and on behalf of the transferor by the Secretary, an Assistant Secretary or any such person that the Secretary or an Assistant Secretary nominates for that purpose (whether in respect of specific transfers or pursuant to a general standing authorisation), and the Secretary, Assistant Secretary or the relevant nominee shall be deemed to have been irrevocably appointed agent for the transferor of such share or shares with full power to execute, complete and deliver in the name of and on behalf of the transferor of such share or shares all such transfers of shares held by the members in the share capital of the Company. Any document which records the name of the transferor, the name of the transferee, the class and number of shares agreed to be transferred, the date of the agreement to transfer shares and the price per share, shall, once executed by the transferor or the Secretary, Assistant Secretary or the relevant nominee as agent for the transferor, and by the transferee where required by the Act, be deemed to be a proper instrument of transfer for the purposes of the Act. The transferor shall be deemed to remain the Holder of the share until the name of the transferee is entered on the Register in respect thereof, and neither the title of the transferee nor the title of the transferor shall be affected by any irregularity or invalidity in the proceedings in reference to the sale should the Directors so determine.

(b) The Company, at its absolute discretion, may, or may procure that a subsidiary of the Company shall, pay Irish stamp duty arising on a transfer of shares on behalf of the transferee of such shares of the Company. If stamp duty resulting from the transfer of shares in the Company which would otherwise be payable by the transferee is paid by the Company or any subsidiary of the Company on behalf of the transferee, then in those circumstances, the Company shall, on its behalf or on behalf of its subsidiary (as the case may be), be entitled to (i) seek reimbursement of the stamp duty from the transferee, (ii) set-off the stamp duty against any dividends payable to the transferee of those shares and (iii) claim a first and permanent lien on the shares on which stamp duty has been paid by the Company or its subsidiary for the amount of stamp duty paid. The Company's lien shall extend to all dividends paid on those shares.

(c) Notwithstanding the provisions of these articles and subject to any regulations made under section 1086 of the Act, title to any shares in the Company may also be evidenced and transferred without a written instrument in accordance with section 1086 of the Act or any regulations made thereunder. The Directors shall have power

to permit any class of shares to be held in uncertificated form and to implement any arrangements they think fit for such evidencing and transfer which accord with such regulations and in particular shall, where appropriate, be entitled to disapply or modify all or part of the provisions in these articles with respect to the requirement for written instruments of transfer and share certificates (if any), in order to give effect to such regulations.

17. Subject to such of the restrictions of these articles and to such of the conditions of issue of any share warrants as may be applicable, the shares of any member and any share warrant may be transferred by instrument in writing in any usual or common form or any other form which the Directors may approve.

18. (a) The Directors in their absolute discretion and without assigning any reason therefor may decline to register:

(i) any transfer of a share which is not fully paid; or

(ii) any transfer to or by a minor or person of unsound mind;

but this shall not apply to a transfer of such a share resulting from a sale of the share through a stock exchange on which the share is listed.

(b) The Directors may decline to recognise any instrument of transfer unless:

(i) the instrument of transfer is accompanied by any evidence the Directors may reasonably require to show the right of the transferor to make the transfer;

(ii) the instrument of transfer is in respect of one class of share only;

(iii) the instrument of transfer is in favour of not more than four transferees; and

(iv) it is lodged at the Office or at such other place as the Directors may appoint.

19. If the Directors refuse to register a transfer, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

20. (a) The Directors may from time to time fix a record date for the purposes of determining the rights of members to notice of and/or to vote at any general meeting of the Company. The record date shall not precede the date upon which the resolution fixing the record date is adopted by the Directors, and the record date shall be not more than eighty nor less than ten days before the date of such meeting. If no record date is fixed by the Directors, the record date for determining members entitled to notice of or to vote at a meeting of the members shall be the close of business on the day next preceding the day on which notice is given. Unless the Directors determine otherwise, a determination of members of record entitled to notice of or to vote at a meeting of members shall apply to any adjournment or postponement of the meeting.

(b) In order that the Directors may determine the members entitled to receive payment of any dividend or other distribution or allotment of any rights or the members entitled to exercise any rights in respect of any change, conversion or exchange of shares, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining members for such purpose shall be at the close of business on the day on which the Directors adopt the resolution relating thereto.

21. Registration of transfers may be suspended at such times and for such period, not exceeding in the whole 30 days in each year, as the Directors may from time to time determine subject to the requirements of the Act.

22. All instruments of transfer shall upon their being lodged with the Company remain the property of the Company and the Company shall be entitled to retain them.

23. Subject to the provisions of these articles, whenever as a result of a consolidation of shares or otherwise any members would become entitled to fractions of a share, the Directors may sell or cause to be sold, on behalf of those members, the shares representing the fractions for the best price reasonably obtainable to any person and distribute the proceeds of sale (subject to any applicable tax and abandoned property laws) in due proportion among those members, and the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

TRANSMISSION OF SHARES

24. In the case of the death of a member, the survivor or survivors where the deceased was a joint Holder, and the personal representatives of the deceased where he was a sole Holder, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint Holder from any liability in respect of any share which had been jointly held by him with other persons.

25. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as herein provided, elect either to be registered himself as Holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the shares by that member before his death or bankruptcy, as the case may be.

26. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice of transfer were a transfer signed by that member.

27. A person becoming entitled to a share by reason of the death or bankruptcy of the Holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered Holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to the meetings of the Company, so, however, that the Directors may at any time give notice requiring such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within 90 days, the Directors may thereupon withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

ALTERATION OF CAPITAL

28. The Company may from time to time by Ordinary Resolution increase the authorised share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

29. The Company may by Ordinary Resolution:

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) subdivide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association subject, nevertheless, to the Act; or

(c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and reduce the amount of its authorised share capital by the amount of the shares so cancelled.

30. The Company may by Special Resolution (or by Ordinary Resolution where permitted by section 83 of the Act) reduce its share capital, any capital redemption reserve fund, any share premium account or any undenominated capital in any manner and with and subject to any incident authorised, and consent required, by law.

GENERAL MEETINGS

31. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. This article shall not apply in the case of the first general meeting, in respect of which the Company shall convene the meeting within the time periods required by the Act.

32. Subject to the Act, all general meetings of the Company may be held outside of Ireland.

33. All general meetings other than annual general meetings shall be called extraordinary general meetings.

34. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided in section 178(3) Act.

35. All provisions of these articles relating to general meetings of the Company shall, mutatis mutandis, apply to every separate general meeting of the Holders of any class of shares in the capital of the Company, except that:

(a) the necessary quorum shall be two or more persons holding or representing by proxy (whether or not such Holder actually exercises his voting rights in whole, in part or at all at the relevant general meeting) at least one-half in nominal value of the issued shares of the class or, at any adjourned meeting of such Holders, one Holder present in person or by proxy, whatever the amount of his holding, shall be deemed to constitute a meeting;

(b) any Holder of shares of the class present in person or by proxy may demand a poll; and

(c) on a poll, each Holder of shares of the class shall have one vote in respect of every share of the class held by him.

36. A Director shall be entitled, notwithstanding that he is not a member, to attend and speak at any general meeting and at any separate meeting of the Holders of any class of shares in the Company.

NOTICE OF GENERAL MEETINGS

37. (a) Subject to the provisions of the Acts allowing a general meeting to be called by shorter notice, an annual general meeting, and an extraordinary general meeting called for the passing of a special resolution, shall be called by not less than 21 Clear Days' notice and all other extraordinary general meetings shall be called by not less than fourteen Clear Days' notice.

(b) Any notice convening a general meeting shall specify the time and place of the meeting and, in the case of special business, the general nature of that business and, in reasonable prominence, that a member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in his place and that a proxy need not be a member of the Company. It shall also give particulars of any Directors who are to retire at the meeting and of any persons who are recommended by the Directors for appointment or re-appointment as Directors at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose them for appointment or re-appointment as Directors at the meeting. Provided that the latter requirement shall only apply where the intention to propose the person has been received by the Company in accordance with the provisions of these articles. Subject to any restrictions imposed on any shares, the notice of the meeting shall be given to all the members of the Company as of the record date set by the Directors and to the Directors and the Auditors.

(c) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

38. Where, by any provision contained in the Acts, extended notice is required of a resolution, the resolution shall not be effective (except where the Directors of the Company have resolved to submit it) unless notice of the intention to move it has been given to the Company not less than twenty-eight days (or such shorter period as the Acts permit) before the meeting at which it is moved, and the Company shall give to the members notice of any such resolution as required by and in accordance with the provisions of the Acts.

PROCEEDINGS AT GENERAL MEETINGS

39. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the review by the members of the Company's affairs declaring a dividend, the consideration of the Company's statutory financial statements and the reports of the Directors and auditors, the election of Directors, the re-appointment of the retiring auditors and the fixing of the remuneration of the auditors.

40. At any annual general meeting of the members, only such nominations of persons for election to the Board shall be made, and only such other business shall be conducted or considered, as shall have been properly brought before the meeting. For nominations to be properly made at an annual general meeting, and proposals of other business to be properly brought before an annual meeting, nominations and proposals of other business must be: (a) specified in the Company's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (b) otherwise properly made at the annual general meeting, by or at the direction of the Board or (c) otherwise properly requested to be brought before the annual general meeting by a member of the Company in accordance with these articles. For nominations of persons for election to the Board or proposals of other business to be properly requested by a member to be made at an annual general meeting, a member must (i) be a member at the time of giving of notice of such annual general meeting by or at the direction of the Board and at the time of

the annual general meeting, (ii) be entitled to vote at such annual general meeting and (iii) comply with the procedures set forth in these articles as to such business or nomination. The immediately preceding sentence shall be the exclusive means for a member to make nominations or other business proposals (other than matters properly brought under Rule 14a-8 under the Exchange Act and included in the Company's notice of meeting) before an annual general meeting of members.

41. At any extraordinary general meeting of the members, only such business shall be conducted or considered, as shall have been properly brought before the meeting pursuant to the Company's notice of meeting. To be properly brought before an extraordinary general meeting, proposals of business must be (a) specified in the Company's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (b) otherwise properly brought before the extraordinary general meeting, by or at the direction of the Board, or (c) otherwise properly brought before the meeting by any members of the Company pursuant to the valid exercise of power granted to them under the Acts.

42. Nominations of persons for election to the Board may be made at an extraordinary general meeting of members at which directors are to be elected pursuant to the Company's notice of meeting (a) by or at the direction of the Board, (b) by any members of the Company pursuant to the valid exercise of power granted to them under the Acts, or (c) provided that the Board has determined that directors shall be elected at such meeting, by any member of the Company who (i) is a member at the time of giving of notice of such extraordinary general meeting and at the time of the extraordinary general meeting, (ii) is entitled to vote at the meeting and (iii) complies with the procedures set forth in these articles as to such nomination. The immediately preceding sentence shall be the exclusive means for a member to make nominations (other than matters properly brought under Rule 14a-8 under the Exchange Act and included in the Company's notice of meeting) before an extraordinary general meeting of members.

43. Except as otherwise provided by law, the memorandum of association or these articles, the Chairman of any general meeting shall have the power to determine whether a nomination or any other business proposed to be brought before the general meeting was made or proposed, as the case may be, in accordance with these articles and, if any proposed nomination or other business is not in compliance with these articles, to declare that no action shall be taken on such nomination or other proposal and such nomination or other proposal shall be disregarded.

44. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. The Holders of shares, present in person or by proxy (whether or not such Holder actually exercises his voting rights in whole, in part or at all at the relevant general meeting), entitling them to exercise a majority of the voting power of the Company on the relevant record date shall constitute a quorum.

45. Any general meeting duly called at which a quorum is not present shall be adjourned and the Company shall provide notice pursuant to article 37 in the event that such meeting is to be reconvened.

46. The Chairman, if any, of the Board shall preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, any Director of the Company or any other person designated by the Board (or if the Board has not designated any such person prior to the meeting or such person is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, such an officer or Director or any other person elected by the Directors present at the meeting) shall preside as Chairman of the meeting.

47. If at any general meeting no person designated in accordance with article 46 is willing to act as Chairman or if no such person is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairman of the meeting.

48. The Chairman may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place without notice other than by announcement of the time and place of the adjourned meeting by the Chairman of the meeting. The Chairman of the meeting may at any time without the consent of the meeting adjourn the meeting to another time and/or place if, in his opinion, it would facilitate the conduct of the business of the meeting to do so or if he is so directed by the Board. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

49. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

(a) the Chairman; or

(b) by at least three members present in person or by proxy; or

(c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

(d) by a member or members holding shares in the Company conferring the right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

50. Except as provided in article 51, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

51. A poll demanded on the election of the Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that on which a poll has been demanded may be proceeded with pending the taking of the poll.

52. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote in addition to any other vote he may have.

53. Unless the Directors otherwise determine, no member shall be entitled to vote at any general meeting or any separate meeting of the Holders of any class of shares in the Company, either in person or by proxy, or to exercise any privilege as a member in respect of any share held by him unless all monies then payable by him in respect of that share have been paid.

ADVANCE NOTICE OF MEMBER BUSINESS AND NOMINATIONS

54. Without qualification or limitation, subject to article 67, for any nominations or any other business to be properly brought before an annual general meeting by a member pursuant to article 40, the member must have given timely notice thereof (including, in the case of nominations, the completed and signed questionnaire, representation and agreement required by article 68), and timely updates and supplements thereof, in writing to the Secretary, and such other business must otherwise be a proper matter for member action.

55. To be timely, a member's notice shall be delivered to the Secretary at the Office not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the preceding year's annual general meeting; provided, however, that in the event that the date of the annual general meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the member must be so delivered not earlier than the close of business on the 120th day prior to the date of such annual general meeting and not later than the close of business on the later of the 90th day prior to the date of such annual general meeting or, if the first public announcement of the date of such annual general meeting is less than 100 days prior to the date of such annual general meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Company; provided, further, that with respect to the 2014 annual general meeting, notice by the member must be so delivered not later than the 10th day following the day on which public announcement of the date of such meeting is first made by the Company. In no event shall any adjournment or postponement of an annual general meeting, or the public announcement thereof, commence a new time period for the giving of a member's notice as described above.

56. Notwithstanding anything in article 55 to the contrary, in the event that the number of directors to be elected to the Board is increased by the Board, and there is no public announcement by the Company naming all of the nominees for director or specifying the size of the increased Board at least 100 days prior to the first anniversary of the preceding year's annual general meeting, a member's notice required by articles 54-57 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the Office not later than the close of business on the 10th day following the day on which such public announcement is first made by the Company.

57. In addition, to be considered timely, a member's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the Secretary at the Office not later than five (5) business days after the record date for the meeting in the case of the update and supplement required to be made as of the record date, and not later than eight (8) business days prior to the date for the meeting or any adjournment or postponement thereof in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof.

58. Subject to article 67, in the event the Company calls an extraordinary general meeting of members for the purpose of electing one or more directors to the Board, any member may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Company's notice of meeting, provided that the member gives timely notice thereof (including the completed and signed questionnaire, representation and agreement required by article 68), and timely updates and supplements thereof, in writing, to the Secretary.

59. To be timely, a member's notice shall be delivered to the Secretary at the Office not earlier than the close of business on the 120th day prior to the date of such extraordinary general

meeting and not later than the close of business on the later of the 90th day prior to the date of such extraordinary general meeting or, if the first public announcement of the date of such extraordinary general meeting is less than 100 days prior to the date of such extraordinary general meeting, the 10th day following the day on which public announcement is first made of the date of the extraordinary general meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall any adjournment or postponement of an extraordinary general meeting, or the public announcement thereof, commence a new time period for the giving of a member's notice as described above.

60. In addition, to be considered timely, a member's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the Secretary at the Office not later than five (5) business days after the record date for the meeting in the case of the update and supplement required to be made as of the record date, and not later than eight (8) business days prior to the date for the meeting, any adjournment or postponement thereof in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof.

61. To be in proper form, a member's notice (whether given pursuant to articles 54-57 or articles 58-60) to the Secretary must include the following, as applicable:

62. As to the member giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made, a member's notice must set forth: (i) the name and address of such member, as they appear on the Company's books, of such beneficial owner, if any, and of their respective affiliates or associates or others acting in concert therewith, (ii) (A) the class or series and number of shares of the Company which are, directly or indirectly, owned beneficially and of record by such member, such beneficial owner and their respective affiliates or associates or others acting in concert therewith, (B) any option, warrant, convertible security, share appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Company or with a value derived in whole or in part from the value of any class or series of shares of the Company, or any derivative or synthetic arrangement having the characteristics of a long position in any class or series of shares of the Company, or any contract, derivative, swap or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of the Company, including due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of the Company, whether or not such instrument, contract or right shall be subject to settlement in the underlying class or series of shares of the Company, through the delivery of cash or other property, or otherwise, and without regard to whether the member, the beneficial owner, if any, or any affiliates or associates or others acting in concert therewith, may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Company (any of the foregoing, a "Derivative Instrument") directly or indirectly owned beneficially by such member, the beneficial owner, if any, or any affiliates or associates or others acting in concert therewith, (C) any proxy, contract, arrangement, understanding, or relationship pursuant to which such member has a right to vote any class or series of shares of the Company, (D) any agreement, arrangement, understanding, relationship or otherwise, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, involving such member, directly or indirectly, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any class or series of the shares of the Company by, manage the risk of share

price changes for, or increase or decrease the voting power of, such member with respect to any class or series of the shares of the Company, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any class or series of the shares of the Company (any of the foregoing, a "Short Interest"), (E) any rights to dividends on the shares of the Company owned beneficially by such member that are separated or separable from the underlying shares of the Company, (F) any proportionate interest in shares of the Company or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such member is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership, (G) any performance-related fees (other than an asset-based fee) that such member is entitled to based on any increase or decrease in the value of shares of the Company or Derivative Instruments, if any, including without limitation any such interests held by members of such member's immediate family sharing the same household, (H) any significant equity interests or any Derivative Instruments or Short Interests in any principal competitor of the Company held by such member, and (I) any direct or indirect interest of such member in any contract with the Company, any affiliate of the Company or any principal competitor of the Company (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement), and (iii) any other information relating to such member and beneficial owner, if any, that would be required to be disclosed in a proxy statement and form or proxy or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder.

63. If the notice relates to any business other than a nomination of a director or directors that the member proposes to bring before the meeting, a member's notice must, in addition to the matters set forth in article 62 above, also set forth: (i) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest of such member and beneficial owner, if any, in such business, (ii) the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such proposal or business includes a proposal to amend these articles, the text of the proposed amendment), and (iii) a description of all agreements, arrangements and understandings between such member and beneficial owner, if any, and any other person or persons (including their names) in connection with the proposal of such business by such member.

64. As to each person, if any, whom the member proposes to nominate for election or re-election to the Board, a member's notice must, in addition to the matters set forth in article 62 above, also set forth: (i) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) and (ii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such member and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K under the Exchange Act if the member making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant.

65. With respect to each person, if any, whom the member proposes to nominate for election or re-election to the Board, a member's notice must, in addition to the matters set forth in articles 62 and 64 above, also include a completed and signed questionnaire, representation and agreement required by article 68 of these articles. The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable member's understanding of the independence, or lack thereof, of such nominee.

66. Notwithstanding the provisions of these articles, a member shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in articles 54-68; provided, however, that any references in these articles to the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit the separate and additional requirements set forth in these articles with respect to nominations or proposals as to any other business to be considered pursuant to articles 39-43.

67. Nothing in these articles shall be deemed to affect any rights (i) of members to request inclusion of proposals in the Company's proxy statement pursuant to Rule 14a-8 under the Exchange Act, (ii) of the holders of any series of preferred shares if and to the extent provided for under law, the memorandum of association or these articles or (iii) of members of the Company to bring business before an extraordinary general meeting pursuant to the valid exercise of power granted to them under the Acts. Subject to Rule 14a-8 under the Exchange Act, nothing in these articles shall be construed to permit any member, or give any member the right, to include or have disseminated or described in the Company's proxy statement any nomination of director or directors or any other business proposal.

68. Subject to the rights of members of the Company to propose nominations at an extraordinary general meeting pursuant to the valid exercise of power granted to them under the Acts, to be eligible to be a nominee for election or re-election as a director of the Company, a person must deliver (in accordance with the time periods prescribed for delivery of notice under articles 54-67) to the Secretary at the Office a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request), and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Company, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Company or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Company, with such person's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Company with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (C) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Company, and will comply with all applicable corporate governance, conflict of interest, confidentiality and share ownership and trading policies and guidelines of the Company publicly disclosed from time to time.

VOTES OF MEMBERS

69. Subject to any special rights or restrictions as to voting for the time being attached by or in accordance with these articles to any class of shares, on a show of hands every member

present in person and every proxy shall have one vote, but so that no one member shall on a show of hands have more than one vote in respect of the aggregate number of shares of which he is the Holder, and on a poll every member who is present in person or by proxy shall have one vote for each share of which he is the Holder.

70. When there are joint Holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint Holders; and for this purpose, seniority shall be determined by the order in which the names stand in the Register.

71. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction (whether in Ireland or elsewhere) in matters concerning mental disorder, may vote, whether on a show of hands or on a poll, by his committee, receiver, guardian or other person appointed by that court and any such committee, receiver, guardian or other person may vote by proxy on a show of hands or on a poll. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be received at the Office or at such other address as is specified in accordance with these articles for the receipt of appointments of proxy and in default the right to vote shall not be exercisable.

72. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

73. Votes may be given either personally or by proxy.

74. (a) Every member entitled to attend and vote at a general meeting may appoint a proxy to attend, speak and vote on his behalf and may appoint more than one proxy to attend, speak and vote at the same meeting. The appointment of a proxy shall be in any form which the Directors may approve (subject to compliance with any requirements as to form prescribed by the Acts and the Exchange Act) and, if required by the Company, shall be signed by or on behalf of the appointor. In relation to written proxies, a body corporate must sign a form of proxy under its common seal (if applicable) or under the hand of a duly authorised officer or attorney thereof. A proxy need not be a member of the Company. The appointment of a proxy in electronic or other form shall only be effective in such manner as the Directors may approve and subject to any requirements of the Acts. An instrument or other form of communication appointing or evidencing the appointment of a proxy or a corporate representative (other than a standing proxy or representative) together with such evidence as to its due execution as the board may from time to time require, may be returned to the address or addresses stated in the notice of meeting or adjourned meeting or any other information or communication by such time or times as may be specified by the Board in the notice of meeting or adjourned meeting or in any other such information or communication (which times may differ when more than one place is so specified) or, if no such time is specified, at any time prior to the holding of the relevant meeting or adjourned meeting at which the appointee proposes to vote, and, subject to the Acts, if not so delivered the appointment shall not be treated as valid.

(b) Without limiting the foregoing, the Directors may from time to time permit appointments of a proxy to be made by means of an electronic or internet communication or facility and may in a similar manner permit supplements to, or amendments or revocations of, any such electronic or internet communication or facility to be made. The Directors may in addition prescribe the method of determining the time at which any such electronic or internet communication or

facility is to be treated as received by the Company. The Directors may treat any such electronic or internet communication or facility which purports to be or is expressed to be sent on behalf of a Holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that Holder.

75. Any body corporate which is a member of the Company may authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Company. The Company may require evidence from the body corporate of the due authorisation of such person to act as the representative of the relevant body corporate.

76. An appointment of proxy relating to more than one meeting (including any adjournment thereof) having once been received by the Company for the purposes of any meeting shall not require to be delivered, deposited or received again by the Company for the purposes of any subsequent meeting to which it relates.

77. Receipt by the Company of an appointment of proxy in respect of a meeting shall not preclude a member from attending and voting at the meeting or at any adjournment thereof. An appointment proxy shall be valid, unless the contrary is stated therein, as well for any adjournment of the meeting as for the meeting to which it relates.

78. (a) A vote given or poll demanded in accordance with the terms of an appointment of proxy or a resolution authorising a representative to act on behalf of a body corporate shall be valid notwithstanding the death or insanity of the principal, or the revocation of the appointment of proxy or of the authority under which the proxy was appointed or of the resolution authorising the representative to act or transfer of the share in respect of which the proxy was appointed or the authorisation of the representative to act was given, provided that no intimation in writing (whether in electronic form or otherwise) of such death, insanity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the appointment of proxy is used or at which the representative acts.

(b) The Directors may send, at the expense of the Company, by post, electronic mail or otherwise, to the members forms for the appointment of a proxy (with or without stamped envelopes for their return) for use at any general meeting or at any class meeting, either in blank or nominating any one or more of the Directors or any other persons in the alternative.

79. The instrument appointing a proxy shall, be deemed to confer authority to demand or join in demanding a poll.

80. Subject to the Act, a resolution in writing signed by all of the members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and may consist of several documents in like form each signed by one or more persons, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. Any such resolution shall be served on the Company.

DIRECTORS

81. The number of Directors shall not be less than two nor more than 15. The continuing Directors may act notwithstanding any vacancy in their body, provided that if the number of the Directors is reduced below the prescribed minimum the remaining Director or Directors

shall appoint forthwith an additional Director or additional Directors to make up such minimum or shall convene a general meeting of the Company for the purpose of making such appointment. If, at any annual general meeting of the Company, the number of Directors is reduced below the prescribed minimum due to the failure of any Directors to be re-elected, then in those circumstances, the two Directors which receive the highest number of votes in favour of re-election shall be re-elected and shall remain Directors until such time as additional Directors have been appointed to replace them as Directors. If, at any annual general meeting of the Company, the number of Directors is reduced below the prescribed minimum in any circumstances where one Director is re-elected, then that Director shall hold office until the next annual general meeting and the Director which (excluding the re-elected Director) receives the highest number of votes in favour of re-election shall be re-elected and shall remain a Director until such time as one or more additional Directors have been appointed to replace him or her. If there are no Director or Directors able or willing to act then any two members may summon a general meeting for the purpose of appointing Directors. Any additional Director so appointed shall hold office (subject to the provisions of the Acts and these articles) only until the conclusion of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting.

82. Each Director shall be paid a fee for their services at such rate as may from time to time be determined by the Board. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.

83. If any Director shall be called upon to perform extra services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, the Company may remunerate such Director either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a meeting of the Directors and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

84. A Director (whether or not a member of the Company) shall be entitled to attend and speak at general meetings.

85. Unless the Company otherwise directs, a Director of the Company may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as Holder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company.

BORROWING POWERS

86. Subject to the Act, the Directors may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking, property, assets and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party, without any limitation as to amount.

POWERS AND DUTIES OF THE DIRECTORS

87. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Acts or by these articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these articles and to the provisions of the Acts.

88. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

89. The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

90.

(a) Each Director is expressly permitted (for the purposes of Section 228(1)(d) of the Act) to use vehicles, telephones, computers, accommodation and any other Company property as may be specified by the directors where such use is approved by the Board or by any person so authorised by the Board or as permitted by their terms of employment or appointment.

(b) A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with the Act.

(c) As recognised by section 228(1)(e) of the Companies Act, the Directors may agree to restrict their power to exercise an independent judgement but only where this has been approved by a resolution of the Board of the Company.

91. Save as otherwise provided by these articles, a Director shall not vote at a meeting of the Directors or a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material or a duty which conflicts or may conflict with the interests of the Company. A Director shall not be counted in the quorum present at a meeting in relation to any such resolution on which he is not entitled to vote.

(a) A Director shall be entitled (in the absence of some other material interest than is indicated below) to vote (and be counted in the quorum) in respect of any resolutions concerning any of the following matters, namely:

(i) the giving of any security, guarantee or indemnity to him in respect of money lent by him to the Company or any of its subsidiary or associated companies or obligations incurred by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary or associated companies;

(ii) the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary or associated companies for which he himself has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

(iii) any proposal concerning any offer of shares or debentures or other securities of or by the Company or any of its subsidiary or associated companies for subscription, purchase or exchange in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;

(iv) any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or member or otherwise howsoever, provided that he is not the Holder of or beneficially interested in 1% or more of the issued shares of any class of such company or of the voting rights available to members of such company (or of a third company through which his interest is derived) (any such interest being deemed for the purposes of this article to be a material interest in all circumstances);

(v) any proposal concerning the adoption, modification or operation of a superannuation fund or retirement benefits scheme under which he may benefit and which has been approved by or is subject to and conditional upon approval for taxation purposes by the appropriate Revenue authorities;

(vi) any proposal concerning the adoption, modification or operation of any scheme for enabling employees (including full time executive Directors) of the Company and/or any subsidiary thereof to acquire shares in the Company or any arrangement for the benefit of employees of the Company or any of its subsidiaries under which the Director benefits or may benefit; or

(vii) any proposal concerning the giving of any indemnity pursuant to article 143(a) or the discharge of the cost of any insurance coverage purchased or maintained pursuant to article 97 and article 143(b).

(b) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not debarred from voting under sub-paragraph (a)(iv) of this article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment,

(c) If a question arises at a meeting of Directors or of a committee of Directors as to the materiality of a Director's interest or as to the right of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question may be referred, before the conclusion of the meeting, to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive. In relation to the Chairman, such question may be resolved by a resolution of a majority of the Directors (other than the Chairman) present at the meeting at which the question first arises.

(d) For the purposes of this article, an interest of a person who is the spouse or a minor child of a Director shall be treated as an interest of the Director.

(e) The Company by Ordinary Resolution may suspend or relax the provisions of this article to any extent or ratify any transaction not duly authorised by reason of a contravention of this article.

92. A Director may hold and be remunerated in respect of any other office or place of profit under the Company or any other company in which the Company may be interested (other than the office of auditor of the Company or any subsidiary thereof) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine, and no Director or intending Director shall be disqualified by his office from contracting or being interested, directly or indirectly, in any contract or arrangement with the Company or any such other company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise nor shall any Director so contracting or being so interested be liable to account to the Company for any profits and advantages

accruing to him from any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

93. The Directors may exercise the voting powers conferred by shares of any other company held or owned by the Company in such manner in all respects as they think fit and in particular they may exercise their voting powers in favour of any resolution appointing the Directors or any of them as Directors or officers of such other company or providing for the payment of remuneration or pensions to the Directors or officers of such other company.

94. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, but nothing herein contained shall authorise a Director or his firm to act as auditor to the Company.

95. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.

96. The Directors shall cause minutes to be made in books provided for the purpose:

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and

(c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

97. The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund, scheme or arrangement or life assurance scheme or arrangement for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors or other officers) who are or shall have been at any time in the employment or service of the Company or of any company which is or was a subsidiary of the Company or of the predecessor in business of the Company or any such subsidiary or holding Company and the wives, widows, families, relatives or dependants of any such persons. The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well being of the Company or of any such other Company as aforesaid, or its members, and payments for or towards the insurance of any such persons as aforesaid and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. Provided that any Director shall be entitled to retain any benefit received by him under this article, subject only, where the Acts require, to disclosure to the members and the approval of the Company in general meeting.

DISQUALIFICATION OF DIRECTORS

98. The office of a Director shall be vacated ipso facto if the Director:

(a) is restricted or disqualified to act as a Director under the Acts; or

(b) resigns his office by notice in writing to the Company or in writing offers to resign and the Directors resolve to accept such offer; or

(c) is removed from office under article 103.

APPOINTMENT, ROTATION AND REMOVAL OF DIRECTORS

99. At every annual general meeting of the Company, all of the Directors shall retire from office unless re-elected by Ordinary Resolution at the annual general meeting. A Director retiring at a meeting shall retain office until the close or adjournment of the meeting.

100. Every Director shall be eligible to stand for re-election at an annual general meeting.

101. If a Director offers himself for re-election, he shall be deemed to have been re-elected, unless at such meeting the Ordinary Resolution for the re-election of such Director has been defeated.

102. The Company may from time to time by Special Resolution increase or reduce the maximum number of Directors.

103. The Company may, by Ordinary Resolution, of which notice has been given in accordance with the Act, remove any Director before the expiration of his period of office notwithstanding anything in these articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

104. The Company may, by Ordinary Resolution, appoint another person in place of a Director removed from office under article 103 and without prejudice to the powers of the Directors under article 81 the Company in general meeting by Ordinary Resolution may appoint any person to be a Director either to fill a casual vacancy or as an additional Director, subject to the maximum number of Directors set out in article 81.

105. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting. If not re-appointed at such annual general meeting, such Director shall vacate office at the conclusion thereof. The Directors are not entitled to appoint alternate directors.

106. The Directors may appoint any person to fill the following positions:

(a) Secretary (including more than one Secretary to act as joint secretary):

It shall be the duty of the Secretary to make and keep records of the votes, doings and proceedings of all meetings of the members and Board of the Company, and of its committees, and to authenticate records of the Company. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

A provision of the Acts or these articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

The Secretary may delegate any of his functions to such one or more persons (including individuals, bodies corporate or firms) as may be nominated by the Secretary from time to time.

(b) Assistant Secretaries:

The Assistant Secretaries shall have such duties as the Secretary shall determine.

In addition to the Board's power to delegate to committees pursuant to article 111, the Board may delegate any of its powers to any individual Director or member of the management of the Company or any of its subsidiaries as it sees fit; any such individual shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Board. The Board shall also have the power to appoint and remove officers of the Company including, but not limited to, chief executive officer, president, vice president, treasurer, controller and assistant treasurer.

PROCEEDINGS OF DIRECTORS

107. (a) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they may think fit. The quorum necessary for the transaction of the business of the Directors shall be a majority of the Directors in office at the time when the meeting is convened. Questions arising at any meeting shall be decided by a majority of votes. Each director present and voting shall have one vote.

(b) Any Director may participate in a meeting of the Directors by means of telephonic or other such communication whereby all persons participating in the meeting can hear each other speak, and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and any director may be situated in any part of the world for any such meeting.

108. The Chairman or any four Directors may, and the Secretary on the requisition of the Chairman or any four Directors shall, at any time summon a meeting of the Directors.

109. The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to these articles as the minimum number of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.

110. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office. Any Director may be elected no matter by whom he was appointed but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

111. The Board may from time to time designate committees of the Board, with such powers and duties as the Board may decide to confer on such committees, and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. Adequate provision shall be made for notice to members of all meetings; a majority of the members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committees.

112. A committee may elect a chairman of its meeting. If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding

the same, the members present may choose one of their number to be chairman of the meeting.

113. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

114. Notwithstanding anything in these articles or in the Acts which might be construed as providing to the contrary, notice of every meeting of the Directors shall be given to all Directors either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, email, or any other electronic means on not less than twenty-four (24) hours' notice, or on such shorter notice as person or persons calling such meeting may deem necessary or appropriate and which is reasonable in the circumstances. Any director may waive any notice required to be given under these articles, and the attendance of a director at a meeting shall be deemed to be a waiver by such Director.

115. A resolution or other document in writing (in electronic form or otherwise) signed (whether by electronic signature, advanced electronic signature or otherwise as approved by the Directors) by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors, and such resolution or other document or documents when duly signed may be delivered or transmitted (unless the Directors shall otherwise determine either generally or in any specific case) by facsimile transmission, electronic mail or some other similar means of transmitting the contents of documents.

THE SEAL

116. (a) The Directors shall ensure that the Seal (including any official securities seal kept pursuant to the Acts) shall be used only by the authority of the Directors or of a committee authorised by the Directors and that every instrument to which the seal shall be affixed shall be signed by a Director or some other person appointed by the Directors for that purpose.

(b) The Company may exercise the powers conferred by the Acts with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

DIVIDENDS AND RESERVES

117. The Company in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the Directors.

118. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.

119. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the Act.

120. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments as the Directors may

lawfully determine. The Directors may also, without placing the same to reserve, carry forward any profits which they may think it prudent not to divide.

121. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.

122. The Directors may deduct from any dividend payable to any member all sums of money (if any) immediately payable by him to the Company in relation to the shares of the Company.

123. Any general meeting declaring a dividend or bonus and any resolution of the Directors declaring an interim dividend may direct payment of such dividend or bonus or interim dividend wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures or debenture stocks of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed, in order to adjust the rights of all the parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

124. Any dividend or other moneys payable in respect of any share may be paid by cheque or warrant sent by post, at the risk of the person or persons entitled thereto, to the registered address of the Holder or, where there are joint Holders, to the registered address of that one of the joint Holders who is first named on the members Register or to such person and to such address as the Holder or joint Holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent and payment of the cheque or warrant shall be a good discharge to the Company. Any joint Holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share. Any such dividend or other distribution may also be paid by any other method (including payment in a currency other than US$, electronic funds transfer, direct debit, bank transfer or by means of a relevant system) which the Directors consider appropriate and any member who elects for such method of payment shall be deemed to have accepted all of the risks inherent therein. The debiting of the Company's account in respect of the relevant amount shall be evidence of good discharge of the Company's obligations in respect of any payment made by any such methods.

125. No dividend shall bear interest against the Company.

126. If the Directors so resolve, any dividend which has remained unclaimed for twelve years from the date of its declaration shall be forfeited and cease to remain owing by the Company. The payment by the Directors of any unclaimed dividend or other moneys payable in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

ACCOUNTS

127. (a) The Company shall cause to be kept adequate accounting records, whether in the form of documents, electronic form or otherwise, that:

(i) correctly record and explain the transactions of the Company;

(ii) will enable, at any time, the assets, liabilities, financial position and profit or loss of the Company to be determined with reasonable accuracy;

(iii) will enable the Directors to ensure that any financial statements of the Company comply with the requirements of the Acts; and

(iv) will enable those financial statements of the Company to be readily and properly audited.

Accounting records shall be kept on a continuous and consistent basis and entries therein shall be made in a timely manner and be consistent from year to year. Adequate accounting records shall be deemed to have been maintained if they comply with the provisions of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit and loss of the Company and, if relevant, the Group and include any information and returns referred to in section 283(2) of the Act.

The Company may send by post, electronic mail or any other means of electronic communication a summary financial statement to its members or persons nominated by any member. The Company may meet, but shall be under no obligation to meet, any request from any of its members to be sent additional copies of its full report and accounts or summary financial statement or other communications with its members provided that, where the Directors elect to send summary financial statements to the members, any member may require that he be sent a copy of the statutory financial statements of the Company.

(b) The accounting records shall be kept at the Office or, subject to the provisions of the Acts, at such other place as the Directors think fit and shall be open at all reasonable times to the inspection of the Directors.

(c) In accordance with the provisions of the Acts, the Directors shall cause to be prepared and to be laid before the annual general meeting of the Company from time to time such statutory financial statements and reports as are required by the Acts to be prepared and laid before such meeting.

(d) A copy of every statutory financial statement of the Company (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Directors' report, or summary financial statements prepared in accordance with section 1119 of the Act, and Auditors' report shall be sent by post, electronic mail or any other means of communication (electronic or otherwise), not less than 21 Clear Days before the date of the annual general meeting, to every person entitled under the provisions of the Acts to receive them; provided that in the case of those documents sent by electronic mail or any other means of electronic communication, such documents shall be sent with the consent of the recipient, to the address of the recipient notified to the Company by the recipient for such purposes.

128. The Directors shall determine from time to time whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members, not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Acts or authorised by the Directors or by the Company in general meeting. No member shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to

the conduct of the business of the Company and which in the opinion of the Directors it would be inexpedient in the interests of the members of the Company to communicate to the public.

CAPITALISATION OF PROFITS

129. Without prejudice to any powers conferred on the Directors as aforesaid and subject to the Directors' authority to issue and allot shares under articles 8(c) and 8(d), the Directors may resolve to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts (including any capital redemption reserve fund, share premium account, any undenomiated capital, any sum representing unrealised revaluation reserves or other reserve account not available for distribution) or to the credit of the profit and loss account which is not available for distribution by applying such sum in paying up in full unissued shares to be allotted as fully paid bonus shares to those members of the Company who would have been entitled to that sum if it were distributable and had been distributed by way of dividend (and in the same proportions). Whenever such a resolution is passed in pursuance of this article, the Directors shall make all appropriations and applications of the amounts resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures, if any. Any such capitalisation will not require approval or ratification by the members of the Company.

130. Without prejudice to any powers conferred on the Directors by these articles, and subject to the Directors' authority to issue and allot shares under articles 8(c) and 8(d), the Directors may resolve that any sum for the time being standing to the credit of any of the Company's reserve accounts (including any reserve account available for distribution) or to the credit of the profit and loss account be capitalised and applied on behalf of the members who would have been entitled to receive that sum if it had been distributed by way of dividend (and in the same proportions) either in or towards paying up amounts for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to the sum capitalised (such shares or debentures to be allotted and distributed and credited as fully paid up to and amongst such Holders in the proportions aforesaid) or partly in one way and partly in another, so, however, that the only purposes for which sums standing to the credit of the capital redemption reserve fund or the share premium account or any undenominated capital shall be applied shall be those permitted by the Acts.

131. The Directors may from time to time at their discretion, subject to the provisions of the Acts and, in particular, to their being duly authorised pursuant to Section 1021 of the Act, to allot the relevant shares, offer to the Holders of Ordinary Shares the right to elect to receive in lieu of any dividend or proposed dividend or part thereof an allotment of additional Ordinary Shares credited as fully paid. In any such case the following provisions shall apply.

(i) The basis of allotment shall be determined by the Directors so that, as nearly as may be considered convenient in the Directors' absolute discretion, the value (calculated by reference to the average quotation) of the additional Ordinary Shares (excluding any fractional entitlement) to be allotted in lieu of any amount of dividend shall equal such amount. For such purpose the "average quotation" of an Ordinary Share shall be the average of the five amounts resulting from determining whichever of the following ((A), (B) or (C) specified below) in respect of Ordinary Shares shall be appropriate for each of the first five business days on which Ordinary Shares are quoted "ex" the relevant dividend and as determined from the information published by the New York Stock Exchange reporting the business done on each of these five business days:

(A) if there shall be more than one dealing reported for the day, the average of the prices at which such dealings took place; or

(B) if there shall be only one dealing reported for the day, the price at which such dealing took place; or

(C) if there shall not be any dealing reported for the day, the average of the closing bid and offer prices for the day;

and if there shall be only a bid (but not an offer) or an offer (but not a bid) price reported, or if there shall not be any bid or offer price reported, for any particular day then that day shall not count as one of the said five business days for the purposes of determining the average quotation. If the means of providing the foregoing information as to dealings and prices by reference to which the average quotation is to be determined is altered or is replaced by some other means, then the average quotation shall be determined on the basis of the equivalent information published by the relevant authority in relation to dealings on the New York Stock Exchange or its equivalent.

(ii) The Directors shall give notice in writing (whether in electronic form or otherwise) to the Holders of Ordinary Shares of the right of election offered to them and shall send with or following such notice forms of election and specify the procedure to be followed and the place at which, and the latest date and time by which, duly completed forms of election must be lodged in order to be effective. The Directors may also issue forms under which Holders may elect in advance to receive new Ordinary Shares instead of dividends in respect of future dividends not yet declared (and, therefore, in respect of which the basis of allotment shall not yet have been determined).

(iii) The dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on Ordinary Shares in respect of which the right of election as aforesaid has been duly exercised (the "Subject Ordinary Shares") and in lieu thereof additional Ordinary Shares (but not any fraction of a share) shall be allotted to the Holders of the Subject Ordinary Shares on the basis of allotment determined aforesaid and for such purpose the Directors shall capitalise, out of such of the sums standing to the credit of any of the Company's reserves (including any capital redemption reserve fund or share premium account) or to the credit of the profit and loss account as the Directors may determine, a sum equal to the aggregate nominal amount of additional Ordinary Shares to be allotted on such basis and apply the same in paying up in full the appropriate number of unissued Ordinary Shares for allotment and distribution to and amongst the holders of the Subject Ordinary Shares on such basis.

132. (a) The additional Ordinary Shares allotted pursuant to articles 129, 130 or 131 shall rank pari passu in all respects with the fully paid Ordinary Shares then in issue save only as regards participation in the relevant dividend or share election in lieu.

(b) The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to articles 129, 130 or 131 with full power to the Directors to make such provisions as they think fit where shares would otherwise have been distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are disregarded and the benefit of fractional entitlements accrues to the Company rather than to the holders concerned). The Directors may authorise any person to enter on behalf of all the Holders interested into an agreement

with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

(c) The Directors may on any occasion determine that rights of election shall not be offered to any Holders of Ordinary Shares who are citizens or residents of any territory where the making or publication of an offer of rights of election or any exercise of rights of election or any purported acceptance of the same would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.

AUDIT

133. Auditors shall be appointed and their duties regulated in accordance with the Act or any statutory amendment thereof.

NOTICES

134. Any notice to be given, served, sent or delivered pursuant to these articles shall be in writing (whether in electronic form or otherwise).

135. (a) A notice or document to be given, served, sent or delivered in pursuance of these articles may be given to, served on or delivered to any member by the Company;

(i) by handing same to him or his authorised agent;

(ii) by leaving the same at his registered address;

(iii) by sending the same by the post in a pre-paid cover addressed to him at his registered address; or

(iv) by sending, with the consent of the member, the same by means of electronic mail or other means of electronic communication approved by the Directors, with the consent of the member, to the address of the member notified to the Company by the member for such purpose (or if not so notified, then to the address of the member last known to the Company) and this article 135(a)(iv) constitutes permission of the use of electronic means within the meaning of 218(3)(d) of the Act.

(b) For the purposes of these articles and the Act, a document shall be deemed to have been sent to a member if a notice is given, served, sent or delivered to the member and the notice specifies the website or hotlink or other electronic link at or through which the member may obtain a copy of the relevant document.

(c) Where a notice or document is given, served or delivered pursuant to sub-paragraph (a)(i) or (ii) of this article, the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the member or his authorised agent, or left at his registered address (as the case may be).

(d) Where a notice or document is given, served or delivered pursuant to sub-paragraph (a)(iii) of this article, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twenty-four hours after the cover containing it was posted. In proving service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

(e) Where a notice or document is given, served or delivered pursuant to sub-paragraph (a)(iv) of this article, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of 48 hours after despatch.

(f) Every legal personal representative, committee, receiver, curator bonis or other legal curator, assignee in bankruptcy, examiner or liquidator of a member shall be bound by a notice given as aforesaid if sent to the last registered address of such member, or, in the event of notice given or delivered pursuant to sub-paragraph (a)(iv), if sent to the address notified by the Company by the member for such purpose notwithstanding that the Company may have notice of the death, lunacy, bankruptcy, liquidation or disability of such member.

(g) Notwithstanding anything contained in this article the Company shall not be obliged to take account of or make any investigations as to the existence of any suspension or curtailment of postal services within or in relation to all or any part of any jurisdiction or other area other than Ireland.

(h) Any requirement in these articles for the consent of a member in regard to the receipt by such member of electronic mail or other means of electronic communications approved by the Directors, including the receipt of the Company's audited accounts and the directors' and auditor's reports thereon, shall be deemed to have been satisfied where the Company has written to the member informing him/her of its intention to use electronic communications for such purposes and the member has not, within four weeks of the issue of such notice, served an objection in writing on the Company to such proposal. Where a member has given, or is deemed to have given, his/her consent to the receipt by such member of electronic mail or other means of electronic communications approved by the Directors, he/she may revoke such consent at any time by requesting the Company to communicate with him/her in documented form; provided, however, that such revocation shall not take effect until five days after written notice of the revocation is received by the Company.

(i) Without prejudice to the provisions of sub-paragraphs (a)(i) and (ii) of this article, if at any time by reason of the suspension or curtailment of postal services in any territory, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a public announcement and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day on which the said public announcement is made. In any such case the Company shall put a full copy of the notice of the general meeting on its website.

136. A notice may be given by the Company to the joint Holders of a share by giving the notice to the joint Holder whose name stands first in the Register in respect of the share and notice so given shall be sufficient notice to all the joint Holders.

137. (a) Every person who becomes entitled to a share shall before his name is entered in the Register in respect of the share, be bound by any notice in respect of that share which has been duly given to a person from whom he derives his title.

(b) A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by these articles for the giving of notice to a member, addressed to them at the address, if any, supplied by them for that purpose. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

138. The signature (whether electronic signature, an advanced electronic signature or otherwise) to any notice to be given by the Company may be written (in electronic form or otherwise) or printed.

139. A member present, either in person or by proxy, at any meeting of the Company or the Holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

WINDING UP

140. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up or credited as paid up share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up or credited as paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the share capital paid up or credited as paid up at the commencement of the winding up, the excess shall be distributed among the members in proportion to the capital at the commencement of the winding up paid up or credited as paid up on the said shares held by them respectively. Provided that this article shall not affect the rights of the Holders of shares issued upon special terms and conditions.

141. (a) In case of a sale by the liquidator under the Act, the liquidator may by the contract of sale agree so as to bind all the members for the allotment to the members directly of the proceeds of sale in proportion to their respective interests in the Company and may further by the contract limit a time at the expiration of which obligations or shares not accepted or required to be sold shall be deemed to have been irrevocably refused and be at the disposal of the Company, but so that nothing herein contained shall be taken to diminish, prejudice or affect the rights of dissenting members conferred by the said section.

(b) The power of sale of the liquidator shall include a power to sell wholly or partially for debentures, debenture stock, or other obligations of another company, either then already constituted or about to be constituted for the purpose of carrying out the sale.

142. If the Company is wound up, the liquidator, with the sanction of a Special Resolution and any other sanction required by the Acts, may divide among the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not), and, for such purpose, may value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator, with the like sanction, may vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as, with the like sanction, he determines, but so that no member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY

143. (a) Subject to the provisions of and so far as may be admitted by the Acts, every Director and the Secretary of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with

any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

(b) The Directors shall have power to purchase and maintain for any Director, the Secretary or other employees of the Company insurance against any such liability as referred to in the Act.

(c) As far as is permissible under the Acts, the Company shall indemnify any current or former executive officer of the Company (excluding any present or former Directors of the Company or Secretary of the Company), or any person who is serving or has served at the request of the Company as a director or executive officer of another company, joint venture, trust or other enterprise, including any Company subsidiary (each individually, a "Covered Person"), against any expenses, including attorney's fees, judgements, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to which he or she was or is threatened to be made a party, or is otherwise involved (a "proceeding"), by reason of the fact that he or she is or was a Covered Person; provided, however, that this provision shall not indemnify any Covered Person against any liability arising out of (a) any fraud or dishonesty in the performance of such Covered Person's duty to the Company, or (b) such Covered Party's conscious, intentional or wilful breach of the obligation to act honestly and in good faith with a view to the best interests of the Company. Notwithstanding the preceding sentence, this section shall not extend to any matter which would render it void pursuant to the Acts or to any person holding the office of auditor in relation to the Company.

(d) In the case of any threatened, pending or completed action, suit or proceeding by or in the name of the Company, the Company shall indemnify each Covered Person against expenses, including attorneys' fees, actually and reasonably incurred in connection with the defence or the settlement thereof, except no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for fraud or dishonesty in the performance of his or her duty to the Company, or for conscious, intentional or wilful breach of his or her obligation to act honestly and in good faith with a view to the best interests of the Company, unless and only to the extent that the High Court of Ireland or the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all the circumstances of the case, such Covered Person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. Notwithstanding the preceding sentence, this section shall not extend to any matter which would render it void pursuant to the Acts or to any person holding the office of auditor in relation to the Company.

(e) Any indemnification under this article (unless ordered by a court) shall be made by the Company only as authorised in the specific case upon a determination that indemnification of the Covered Person is proper in the circumstances because such person has met the applicable standard of conduct set forth in this article. Such determination shall be made by any person or persons having the authority to act on the matter on behalf of the Company. To the extent, however, that any Covered Person has been successful on the merits or otherwise in defence of any proceeding, or in defence of any claim, issue or matter therein, such Covered Person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without necessity of authorisation in the specific case.

(f) As far as permissible under the Acts, expenses, including attorneys' fees, incurred in defending any proceeding for which indemnification is permitted pursuant to this article shall be paid by the Company in advance of the final disposition of such proceeding upon receipt by the Board of an undertaking by the particular indemnitee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company pursuant to these articles.

(g) It being the policy of the Company that indemnification of the persons specified in this article shall be made to the fullest extent permitted by law, the indemnification provided by this article shall not be deemed exclusive (a) of any other rights to which those seeking indemnification or advancement of expenses may be entitled under these articles, any agreement, any insurance purchased by the Company, vote of members or disinterested directors, or pursuant to the direction (however embodied) of any court of competent jurisdiction, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, or (b) of the power of the Company to indemnify any person who is or was an employee or agent of the Company or of another company, joint venture, trust or other enterprise which he or she is serving or has served at the request of the Company, to the same extent and in the same situations and subject to the same determinations as are hereinabove set forth. As used in this article, references to the "Company" include all constituent companies in a scheme of arrangement, consolidation or merger in which the Company or a predecessor to the Company by scheme of arrangement, consolidation or merger was involved. The indemnification provided by this article shall continue as to a person who has ceased to be a Covered Person and shall inure to the benefit of their heirs, executors, and administrators.

UNTRACED HOLDERS

144. (a) The Company shall be entitled to sell at the best price reasonably obtainable any share or stock of a member or any share or stock to which a person is entitled by transmission if and provided that:

(i) for a period of twelve years (not less than three dividends having been declared and paid) no cheque or warrant sent by the Company through the post in a prepaid letter addressed to the member or to the person entitled by transmission to the share or stock at his address on the Register or other last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the member or the person entitled by transmission; and

(ii) at the expiration of the said period of twelve years the Company has given notice by advertisement in a leading Dublin newspaper and a newspaper circulating in the area in which the address referred to in paragraph (a) of this article is located of its intention to sell such share or stock; and

(iii) the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the member or person entitled by transmission.

(b) To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such share or stock and such instrument of transfer shall be as effective as if it had been executed by the registered Holder of or person entitled by transmission to such share or stock. The Company shall account to the member or other person entitled to such share or stock for the net proceeds of

such sale by carrying all monies in respect thereof to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such member or other person. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

(c) To the extent necessary in order to comply with any laws or regulations to which the Company is subject in relation to escheatment, abandonment of property or other similar or analogous laws or regulations ("Applicable Escheatment Laws"), the Company may deal with any share of any member and any unclaimed cash payments relating to such share in any manner which it sees fit, including (but not limited to) transferring or selling such share and transferring to third parties any unclaimed cash payments relating to such share.

(d) The Company may only exercise the powers granted to it in sub-paragraph (a) above in circumstances where it has complied with, or procured compliance with, the required procedures (as set out in the Applicable Escheatment Laws) with respect to attempting to identify and locate the relevant member of the Company.

(e) Any stock transfer form to be executed by the Company in order to sell or transfer a share pursuant to sub-paragraph (a) may be executed in accordance with article 16(a).

DESTRUCTION OF DOCUMENTS

145. The Company may implement such document destruction policies as it so chooses in relation to any type of documents (whether in paper, electronic or other formats), and in particular (without limitation to the foregoing) may destroy:

(a) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address, at any time after the expiry of two years from the date such mandate variation, cancellation or notification was recorded by the Company;

(b) any instrument of transfer of shares which has been registered, at any time after the expiry of six years from the date of registration; and

(c) any other document on the basis of which any entry in the Register was made, at any time after the expiry of six years from the date an entry in the Register was first made in respect of it,

and it shall be presumed conclusively in favour of the Company that every share certificate (if any) so destroyed was a valid certificate duly and properly sealed and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company provided always that:

(i) the foregoing provisions of this article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;

(ii) nothing contained in this article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (a) above are not fulfilled; and

(iii) references in this article to the destruction of any document include references to its disposal in any manner.

SALE, LEASE OR EXCHANGE OF ASSETS

146. The Directors are hereby expressly authorised to sell, lease or exchange all or substantially all of the Company's property and assets, including the Company's goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or other property, including shares of stock in, and/or other securities of, any other company or companies, as the Directors deem expedient and for the best interests of the Company subject to authorisation by an Ordinary Resolution of members and any additional vote required by article 151. Notwithstanding authorisation or consent to a proposed sale, lease or exchange of the Company's property and assets by the members, the Board may abandon such sale, lease or exchange without further action of the members, subject to the rights, if any, of third parties under any contract relating thereto. Notwithstanding the foregoing, no resolution adopted by the members shall be required for a sale, lease or exchange of property and assets of the Company to a subsidiary. For the purposes of this article 146:

(a) the property and assets of the Company include the property and assets of any subsidiary of the Company; and

(b) "subsidiary" means any entity wholly owned and controlled, directly or indirectly, by the Company and includes, without limitation, companies, partnerships, limited partnerships, limited liability partnerships, limited liability companies, and/or statutory trusts.

SHAREHOLDER RIGHTS PLAN

147. Subject to applicable law, the Directors are hereby expressly authorised to adopt any shareholder rights plan (a "**Rights Plan**"), upon such terms and conditions as the Directors deem expedient and in the best interests of the Company, including, without limitation, where the Directors are of the opinion that a Rights Plan could grant them additional time to gather relevant information or pursue strategies in response to or anticipation of, or could prevent, a potential change of control of the Company or accumulation of shares in the Company or interests therein.

148. The Directors may exercise any power of the Company to grant rights (including approving the execution of any documents relating to the grant of such rights) to subscribe for ordinary shares or preferred shares in the share capital of the Company ("**Rights**") in accordance with the terms of a Rights Plan.

149. For the purposes of effecting an exchange of Rights for ordinary shares or preferred shares in the share capital of the Company (an "**Exchange**"), the Directors may:

(a) resolve to capitalise an amount standing to the credit of the reserves of the Company (including, but not limited to, the share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, being an amount equal to the nominal value of the ordinary shares or preferred shares which are to be exchanged for the Rights; and

(b) apply that sum in paying up in full ordinary shares or preferred shares and allot such shares, credited as fully paid, to those holders of Rights who are entitled to them under an Exchange effected pursuant to the terms of a Rights Plan.

150. The common law duties of the Directors to the Company are hereby deemed amended and modified such that the adoption of a Rights Plan and any actions taken thereunder by the Directors (if so approved by the Directors) shall be deemed to constitute an action in the best interests of the Company in all circumstances, and any such action shall be deemed to be immediately confirmed, approved and ratified.

Names, addresses and descriptions of subscribers

J. MCGOWAN-SMYTH
For and on behalf of
Fand Limited
Arthur Cox Building
Earlsfort Terrace
Dublin 2

J. MCGOWAN-SMYTH
For and on behalf of
DIJR Nominees Limited
Arthur Cox Building
Earlsfort Terrace
Dublin 2

J. MCGOWAN-SMYTH
For and on behalf of
AC Administration Services Limited
Arthur Cox Building
Earlsfort Terrace
Dublin 2

J. MCGOWAN-SMYTH
For and on behalf of
Arthur Cox Nominees Limited
Arthur Cox Building
Earlsfort Terrace
Dublin 2

J. MCGOWAN-SMYTH
For and on behalf of
Arthur Cox Registrars Limited
Arthur Cox Building
Earlsfort Terrace
Dublin 2

J. MCGOWAN-SMYTH
For and on behalf of
Arthur Cox Trust Services Limited
Arthur Cox Building
Earlsfort Terrace
Dublin 2

J. MCGOWAN-SMYTH
For and on behalf of
Arthur Cox Trustees Limited
Arthur Cox Building
Earlsfort Terrace
Dublin 2
Solicitor

Dated 21 December 2012

Witness to the above signatures:
Name: MAIREAD FOLEY
Address: ARTHUR COX BUILDING
EARLSFORT TERRACE
DUBLIN 2
Occupation: COMPANY SECRETARY

Companies Act 2014

A PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

MALLINCKRODT PUBLIC LIMITED COMPANY

(Adopted on ●)

Appendix 4

Statement of assets and liabilities of the Company

Statement of Assets & Liabilities at 10 March 2022		
	Book Value	
Assets		
Intercompany Receivables		303,200,000.00
Other Current assets		12,400,000.00
Cash and Cash Equivalents		12,100,000.00
Total Assets		**327,700,000**
Secured Creditors		
2024 First Lien Term Loan Claims		(1,396,129,001)
2025 First Lien Term Loan Clams		(370,702,476)
First Lien Revolving Credit Facility Claims		(900,000,000)
First Lien Note Claims		(495,032,000)
Second Lien Notes Claims		(322,868,000)
Preferential Creditors		
Preferential Claims		(46,898)
General Unsecured Claims		
Guaranteed Unsecured Notes Claims		(1,543,869,859)
Achtar Claims		(4,463,310,794)
Generics Price Fixing Claims		(6,522,249,091)
Asbestos Claims		(1,510,000)
Environmental Claims		(19,940,760)
Other General Unsecured Claims		(1,441,677,882)
4.75% Unsecured Notes Claims		(136,778,448)
Opioid Claims		(7,276,486,455)
Settled Federal / State Acthar Claims		(1,925,309,291)
Trade Claims		(11,585,576)
Relevant Administrative Claims		(3,366,209)
Intercompany Claims		(4,159,937)
Subordinated Claims		(1)
Unexercised Equity Interest Claims		(268)
Members		(18,858,554)
Total Liabilities	**-**	**26,853,881,499.4**
Estimated Total Deficiency	**-**	**26,526,181,499.4**

Appendix 5

Estimated Financial Outcome on Winding Up of the Company

Estimated Financial Outcome of a Winding Up	Book Value	Going Concern	Liquidation
Assets			
Intercompany Receivables	303,200,000	303,200,000	-
Other Current assets	12,400,000	12,400,000	4,774,000
Cash and Cash Equivalents	12,100,000	12,100,000	12,100,000
Total Assets	**327,700,000**	**327,700,000**	**16,874,000**
Secured Creditors			
2024 First Lien Term Loan Claims	(1,396,129,001)	(1,396,129,001)	(1,396,129,001)
2025 First Lien Term Loan Clams	(370,702,476)	(370,702,476)	(370,702,476)
First Lien Revolving Credit Facility Claims	(900,000,000)	(900,000,000)	(900,000,000)
First Lien Note Claims	(495,032,000)	(495,032,000)	(495,032,000)
Second Lien Notes Claims	(322,868,000)	(322,868,000)	(322,868,000)
Funds Available for Preferential Creditors	**(3,484,731,477)**	**(3,484,731,477)**	**(3,484,731,477)**
Preferential Creditors			
Preferential Claims	(46,898)	(46,898)	(46,898)
Funds Available for Unsecured Creditors	**(3,484,778,375)**	**(3,484,778,375)**	**(3,484,778,375)**
General Unsecured Claims			
Guaranteed Unsecured Notes Claims	(1,543,869,859)	(1,543,869,859)	(1,543,869,859)
Achtar Claims	(4,463,310,794)	(4,463,310,794)	(4,463,310,794)
Generics Price Fixing Claims	(6,522,249,091)	(6,522,249,091)	(6,522,249,091)
Asbestos Claims	(1,510,000)	(1,510,000)	(1,510,000)
Environmental Claims	(19,940,760)	(19,940,760)	(19,940,760)
Other General Unsecured Claims	(1,441,677,882)	(1,441,677,882)	(1,441,677,882)
4.75% Unsecured Notes Claims	(136,778,448)	(136,778,448)	(136,778,448)
Opioid Claims	(7,276,486,455)	(7,276,486,455)	(7,276,486,455)
Settled Federal / State Acthar Claims	(1,925,309,291)	(1,925,309,291)	(1,925,309,291)
Trade Claims	(11,585,576)	(11,585,576)	(11,585,576)
Relevant Administrative Claims	(3,366,209)	(3,366,209)	(3,366,209)
Intercompany Claims	(4,159,937)	(4,159,937)	(4,159,937)
Subordinated Claims	(1)	(1)	(1)
Unexercised Equity Interest Claims	(268)	(268)	(268)
Funds Available for Members	**(26,835,022,945)**	**(26,835,022,945)**	**(26,835,022,945)**
Members	(18,858,554)	(18,858,554)	(18,858,554)
Total Liabilities	***(26,853,881,499)***	***(26,853,881,499)***	***(26,853,881,499)***
Estimated Total Deficiency	**(26,526,181,499)**	**(26,526,181,499)**	**(26,837,007,499)**

Appendix 6

The Creditors

Part 1

The Other Secured Claims

Other Secured Claims			
Creditor Name	Agreed in Quantum (Y/N)	Agreed in Liability (Y/N)	Claimed Amount ($)
			-

Part 2

The First Lien Revolving Credit Facility Claims

First Lien Revolving Credit Facility Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
First Lien Revolving Credit Facility Claims	Y	Y	900,000,000.00

Part 3

The 2024 First Lien Term Loan Claims

2024 First Lien Term Loan Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
2024 First Lien Term Loan Claims	Y	Y	1,396,129,000.94

Part 4

The 2025 First Lien Term Loan Clams

2025 First Lien Term Loan Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
2025 First Lien Term Loan Claims	Y	Y	370,702,475.90

Part 5

The First Lien Notes Claims

First Lien Notes Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
First Lien Notes Claims	Y	Y	495,032,000.00

Part 6

The Second Lien Notes Claims

Second Lien Note Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
Second Lien Note Claims	Y	Y	322,868,000.00

Part 7

The Guaranteed Unsecured Notes Claims

Guaranteed Unsecured Notes Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
Guaranteed Unsecured Notes Claims	Y	Y	1,543,869,859.05

Part 8

The General Unsecured Claims

General Unsecured Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
Achtar Claims	Y	Y	4,463,310,794.08
Generics Price Fixing Claims	Y	Y	6,522,249,090.79
Asbestos Claims	Y	Y	1,510,000.00
Environmental Claims	Y	Y	19,940,760.00
Other General Unsecured Claims	Y	Y	1,441,677,882.04
4.75% Unsecured Notes Claims	Y	Y	136,778,447.85

Part 9

The Trade Claims

Trade Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
Trade Claims	Y	Y	11,585,576.32

Part 10

The Opioid Claims

Opioid Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
State Opioid Claims	N	Y	196.00
Municipal Opioid Claims	N	Y	2,730,747,586.67
Tribe Opioid Claims	N	Y	398.00
U.S. Government Opioid Claims	N	Y	-
Third-Party Payor Opioid Claims	N	Y	17,694,956.00
PI Opioid Claims	N	Y	4,387,314,046.68
NAS PI Opioid Claims	N	Y	5,555,665.92
Hospital Opioid Claims	N	Y	543.00
Ratepayer Opioid Claims	N	Y	-
NAS Monitoring Opioid Claims	N	Y	-
Emergency Room Physicians Opioid Claims	N	Y	4.00
Other Opioid Claims	N	Y	135,173,058.31
No Recovery Opioid Claims	N	Y	-
Released Co-Defendant Claims	N	Y	-

Part 11

The Settled Federal/State Acthar Claims

Settled Federal / State Acthar Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
Settled Federal / State Acthar Claims	Y	Y	1,925,309,290.71

Part 12

The Intercompany Claims

Intercompany Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
Mallinckrodt Pharmaceuticals Limited	Y	Y	813,093.43
Mallinckrodt ARD LLC	Y	Y	1,091,601.42
Mallinckrodt Finance Management Ireland Limited	Y	Y	44,782.89
ST Shared Services LLC	Y	Y	2,210,459.34

Part 13

The Subordinated Claims

Subordinated Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
Canadian Elevator Industry Pension Trust Fund	N	Y	1.00

Part 14

The Unexercised Equity Interest Claims

Unexercised Equity Interest Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
Unexercised Equity Interest Claims	N	N	268

Part 15

The Relevant Administrative Claims

Relevant Administrative Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
Relevant Administrative Claims	Y	Y	3,366,208.69

Part 16

The Preferential Claims

Preferential Claims			
Creditor Name	**Agreed in Quantum (Y/N)**	**Agreed in Liability (Y/N)**	**Claimed Amount ($)**
The Revenue Commissioners	Y	Y	46,898.15

Appendix 7

The Confirmation Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
MALLINCKRODT PLC, *et al.*,[1]	:	Case No. 20-12522 (JTD)
Debtors.	:	(Jointly Administered)
	:	**Ref. Docket Nos. 6378 & 6510**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING FOURTH AMENDED JOINT PLAN OF REORGANIZATION (WITH TECHNICAL MODIFICATIONS) OF MALLINCKRODT PLC AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

The above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") having:

a. commenced, on October 12, 2020 (the "**Petition Date**"), these chapter 11 cases (collectively, the "**Chapter 11 Cases**") by filing voluntary petitions in the United States Bankruptcy Court for the District of Delaware (the "**Court**") for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**");

b. continued to operate their businesses and manage their properties as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code;

c. filed, on April 20, 2021, the *Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 2074] (including all exhibits and supplements thereto, and as modified or amended from time to time, including as reflected at [Docket Nos. 2767, 2863, 2903, 2916, 4508, 5636, 6006, 6066, and 6510, the "**Plan**")[2] and the *Disclosure Statement for Joint*

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[1] A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at http://restructuring.primeclerk.com/Mallinckrodt. The Debtors' mailing address is 675 McDonnell Blvd., Hazelwood, Missouri 63042.

[2] Unless otherwise specified, capitalized terms and phrases used herein have the meanings assigned to them in the Plan or Disclosure Statement, as applicable. The rules of interpretation set forth in Section I.B of the Plan shall apply to these *Findings of Fact, Conclusions of Law, and Order Confirming Fourth Amended Joint Plan of Reorganization (With Technical Modifications) of Mallinckrodt Plc and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (this "**Confirmation Order**"). In addition, in accordance with Section I.B of the Plan, any term used in the Plan or this Confirmation Order that is not defined in the Plan or this Confirmation Order, but that is used in the Bankruptcy Code or the Bankruptcy Rules (each as hereinafter defined), shall have the

Chapter 11 Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 2075] (as may be amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, including as reflected at [Docket Nos. 2285, 2769, 2864, 2904, and 2917] the "**Disclosure Statement**");

d. filed, on May 5, 2021, the *Motion Of Debtors For Entry Of Order (I) Approving The Disclosure Statement And Form And Manner Of Notice Of Hearing Thereon, (II) Establishing Solicitation Procedures, (III) Approving The Form And Manner Of Notice To Attorneys And Solicitation Directive, (IV) Approving The Form Of Ballots, (V) Approving Form, Manner, And Scope Of Confirmation Notices, (VI) Establishing Certain Deadlines In Connection With Approval Of Disclosure Statement, And Confirmation Of Plan, And (VII) Granting Related Relief* [Docket No. 2200] (the "**Disclosure Statement Motion**");

e. filed, on May 13, 2021, the *Notice Of Filing Exhibits To Disclosure Statement* [Docket No. 2285], which included the Debtors' Financial Projections, Liquidation Analysis, and Valuation Analysis exhibits to the Disclosure Statement;

f. filed, on June 8, 2021, a revised Plan [Docket No. 2767], on June 9, 2021, a revised Disclosure Statement [Docket No. 2769], on June 15, 2021, further revised versions of the Plan and Disclosure Statement filed at [Docket Nos. 2863 and 2864], respectively, and on June 17, further revised versions of the Plan and Disclosure Statement filed at [Docket Nos. 2903 and 2904];

g. filed, on June 15, 2021, the *Declaration Of Jeanne C. Finegan, APR* (as amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, the "**Finegan Declaration**")[3], which, among other things, detailed the Debtors' Additional Opioid Notice Plan (as defined below);

h. obtained, on June 17, 2021, entry of the *Order (I) Approving The Disclosure Statement And Form And Manner Of Notice Of Hearing Thereon, (II) Establishing Solicitation Procedures, (III) Approving The Form And Manner Of Notice To Attorneys And Solicitation Directive, (IV) Approving The Form Of Ballots, (V) Approving The Form, Manner, And Scope Of Confirmation Notices, (VI) Establishing Certain Deadlines In Connection With Approval Of Disclosure Statement And Confirmation Of Plan, And (VII) Granting Related Relief* [Docket No. 2911] (the "**Disclosure Statement Order**"), that (a) approved, among other things, the Disclosure Statement as having adequate information, as required under

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meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable. Unless otherwise provided in this Confirmation Order, if there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control. A copy of the Plan is attached hereto as **Exhibit A** and incorporated herein by reference.

[3] On June 16, 2021, the Debtors filed the *Notice Of Filing Of Revised Declaration Of Jeanne C. Finegan,* APR [Docket No. 2889].

section 1125(a) of the Bankruptcy Code, (b) authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan, (c) approved the Debtors' disclosures and related notices, forms, cover letters, and ballots to be submitted to parties in interest as set forth in the Disclosure Statement (collectively, the "**Solicitation Packages**") and the Debtors' solicitation procedures (the "**Solicitation Procedures**"), (d) approved the procedures for the assumption of Executory Contracts and Unexpired Leases, and (e) approved the Debtors' opioid noticing plan for serving opioid related claimants with notice of the Confirmation Hearing and instructions on how to obtain a Solicitation Package and cast a vote on the Plan;

i. filed, on June 18, 2021, the solicitation versions of the *Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 2916] and *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 2917];

j. filed, on September 3, 2021, the *Notice Of Filing Of Settlement Term Sheets In Connection With The Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 4121] (as may be amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, the "**UCC/OCC/2L Settlement Notice**") providing notice of the UCC Settlement, OCC Settlement, and the Second Lien Notes Settlement, and causing the related *Affidavit Of Service* [Docket No. 4225] filed by Prime Clerk on September 9, 2021 (the "**UCC/OCC/2L Settlement Affidavit**");

k. filed, on September 29, 2021, the *First Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 4508];

l. filed, on December 2, 2021, the *Second Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 5636];

m. filed, on December 29, 2021, the *Third Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 6006];

n. filed, on January 6, 2022, the *Fourth Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 6066];

o. filed, on February 18, 2022, the *Fourth Amended Joint Plan of Reorganization (With Technical Modifications) of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 6510], a copy of which is attached hereto as **Exhibit A**;

p. timely and properly filed and served notices of filing of Plan Supplement documents on August 6, 2021 [Docket Nos. 3596-3602, 3604-06, 3610], on August 7, 2021 [Docket Nos. 3613-15], on September 3, 2021 [Docket No. 4147], on September 4, 2021 [Docket No. 4149], on October 8, 2021 [Docket Nos. 4639-41], on October 11, 2021 [Docket No. 4664], on October 29, 2021 [Docket Nos. 5075-76], on October 31, 2021 [Docket No. 5088], on December 3, 2021 [Docket No. 5665], on December 10, 2021 [Docket No. 5750], on December 29, 2021 [Docket No. 6002], and on January 6, 2022 [Docket Nos. 6068, 6075, and 6078] (such Plan Supplement documents, collectively, as may be amended or supplemented from time to time in accordance with the Plan and this Confirmation Order, the "**Plan Supplement**");

q. filed, as part of the Plan Supplement filing on August 6, 2021 [Docket No. 3601], the Opioid Operating Injunction, a copy of which is attached hereto as **Exhibit B**;[4]

r. set, pursuant to the *First Amendment To The Order Establishing Confirmation Schedule And Protocols* [Docket No. 4864] (as may be amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, the "**Scheduling Order**"), among others, November 1, 2021 at 10:00 a.m. (Eastern Daylight Time) as the date and time for the commencement of the Phase I hearing to consider Confirmation of the Plan (the "**Confirmation Hearing**") and November 8, 2021 at 10:00 a.m. (Eastern Daylight Time) as the date and time for the commencement of the Acthar Administrative Claims Hearing (as defined in the Scheduling Order);

s. obtained, on November 23, 2021, entry of the *Final Pretrial Order For Phase I Of The Plan Confirmation Hearing* [Docket No. 5510] that addressed the issues to be presented and the witnesses to be called by the Debtors and other confirmation parties during "Phase I" of the Confirmation Hearing;

t. obtained, on November 23, 2021, entry of the *Final Pretrial Order For Phase II Of The Plan Confirmation Hearing* [Docket No. 5511] (as may be amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto) (the "**Phase II Pretrial Order**"),[5] which, among others, set December 6, 2021 as the date for the commencement of Phase II of the Confirmation Hearing and addressed issues to be presented and the witnesses to be called by the Debtors and other parties during Phase II of the Confirmation Hearing;

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[4] The Opioid Operating Injunction was entered by the Court on January 8, 2021 and originally filed at Docket No. 196 before being filed as a Plan Supplement document.

[5] On November 29, 2021, the Court entered the *Corrected Third Amended Proposed Final Pretrial Order For Phase II Of The Plan Confirmation Hearing* [Docket No. 5555].

u. obtained, on December 3, 2021, entry of the *Final Pretrial Order* [Docket No. 5649] with respect to the Acthar Administrative Claims Hearing (as defined in the Scheduling Order) that addressed issues with respect thereto; and

v. obtained, on December 21, 2021, entry of the Court's *Opinion and Final Order* [Docket No. 5886] denying the *Motion Of Attestor Limited And Humana Inc. For Entry Of An Order Allowing And Compelling Payment Of Administrative Claims Pursuant To Section 503(B) Of The Bankruptcy Code* [Docket No. 2159] and sustaining the *Debtors' Objection to Certain Acthar-Related Administrative Claims* [Docket No. 3529].

The Debtors further having:

w. obtained, on March 16, 2021, entry of the *Order Provisionally Appointing Roger Frankel as Legal Representative for Future Claimants* [Docket No. 1747] and, on June 11, 2021, entry of the *Order Appointing Roger Frankel, as Legal Representative for Future Opioid Personal Injury Claimants, Effective as of the Petition Date* entered by the Bankruptcy Court [Docket No. 2813], as each may be amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto;

x. on or around June 22, 2021 and as reasonably practicable thereafter (the "**Solicitation Date**"), timely and properly solicited the Solicitation Packages, including the Plan and Disclosure Statement, the applicable ballots, the applicable notice of non-voting status, and provided due notice of the Confirmation Hearing and notice of the deadline for objecting to confirmation of the Plan, all in compliance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), and the Disclosure Statement Order, as evidenced by, among other things, the *Affidavit Of Service* [Docket No. 3129] filed by Prime Clerk LLC ("**Prime Clerk**"), the Debtors' Court-approved Notice and Claims Agent, on July 6, 2021, the *Affidavit Of Service Of Solicitation Materials* [Docket No. 3210] filed by Prime Clerk on July 13, 2021, the *Supplemental Affidavit Of Service Of Solicitation Materials* [Docket No. 4098] filed by Prime Clerk on September 1, 2021, the *Supplemental Affidavit Of Service Of Solicitation Materials* [Docket No. 4211] filed by Prime Clerk on September 8, 2021, and the *Supplemental Affidavit Of Service Of Solicitation Materials* [Docket No. 4319] filed by Prime Clerk on September 16, 2021 (collectively, the "**Solicitation Affidavits**");[6]

[6] As provided for herein, at the time of the Solicitation Date, no creditors or Holders of Claims were classified under Class 13 (Subordinated Claims) and any claimants not otherwise classified under Class 13 (Subordinated Claims) were treated as a Holder of a Claim under Class 6(f) (Other General Unsecured Claims) for solicitation purposes.

y. on or around June 22, 2021, timely and properly commenced the Additional Opioid Notice Plan (as defined below) as evidenced in the Finegan Declaration and Supplemental Finegan Declaration (as defined below);

z. caused notice of the Confirmation Hearing (the "**Confirmation Hearing Notice**") to be published in the national edition of the New York Times, USA Today, and The Wall Street Journal on June 25, 2021, as evidenced by, among other things, the *Certificate of Publication* [Docket No. 3072] (the "**Publication Affidavit**") filed by Prime Clerk on June 30, 2021;

aa. caused, on June 30, 2021, the mailing of a separate notice for various community organizations (the "**Community Outreach Notice**") to over 207,000 third-party organizations[7] to expand awareness of the Plan, Voting Deadline, Solicitation Procedures, and how to cast a vote on the Plan, as evidenced by the mailing detail filed at [Docket No. 4586];

bb. caused, on July 28, 2021, the mailing of the Community Outreach Notice to 26,035 public school districts with an explanatory cover letter, as evidenced by the affidavit of service filed at [Docket No. 3561];

cc. caused, on or prior to July 30, 2021, the *Notice Of Cure Amounts In Connection With Contracts And Leases* [Docket No. 3495] (as amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, the "**Cure Notice**") to be distributed to counterparties to the Debtors' Executory Contracts and Unexpired Leases, as evidenced by, among other things, the *Affidavit Of Service* [Docket No. 3640] filed by Prime Clerk on August 9, 2021 and the *Supplemental Affidavit Of Service* [Docket No. 4087] filed on September 1, 2021 (together, the "**Cure Notice Affidavit**");

dd. filed, on July 30, 2021, the *Debtors' Objection to Funded Debt Claims Pursuant to Article VII.J of the Debtors' Joint Plan of Reorganization* [Docket No. 3504] and the *Declaration of Michael H. Cassel in Support of Debtors' Objection to Funded Debt Claims Pursuant to Article VII of the Debtors' Joint Plan of Reorganization* [Docket No. 3506] (together, the **"Funded Debt Claim Objection**");

ee. caused, on or prior to August 6, 2021, the *Notice Of Filing Of Exhibit V (Assumed Executory Contract/Unexpired Lease List) Of Plan Supplement For The Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 3597] (as amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, the "**Assumption Notice**") to be distributed to counterparties to the Debtors' Executory Contracts and Unexpired Leases, as evidenced by, among other things, the *Affidavit*

[7] The Supplemental Finegan Declaration includes a list of the categories of the organization outreach institutions that received the Community Outreach Notice.

Of Service [Docket No. 3734] filed by Prime Clerk on August 16, 2021 (the "**Initial Assumption Notice Affidavit**");

ff. caused subsequent versions of the Assumption Notice [Docket Nos. 3722, 4641, 5076, and 6004] to be distributed to counterparties to the Debtors' Executory Contracts and Unexpired Leases on or prior to August 13, 2021, October 8, 2021, October 29, 2021, and January 19, 2022 (collectively, and together with the Cure Notice, the "**Contract/Lease Notices**") as evidenced by, among other things, the *Affidavit Of Service* [Docket No. 3825], the *Affidavit Of Service* [Docket No. 4743], the *Affidavit Of Service* [Docket No. 5257], and the *Supplemental Affidavit Of Service* [Docket No. 6281] (collectively, and together with the Cure Notice Affidavit and the Initial Assumption Notice Affidavit, the "**Contract/Lease Affidavits**") filed by Prime Clerk on August 18, 2021, October 14, 2021, November 10, 2021, and January 24, 2022, respectively;

gg. filed, on September 29, 2021, the *Notice Of Fifth Extension Of Confirmation Objection Deadline And Voting Deadline With Respect To The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* extending the Voting Deadline in accordance with the Disclosure Statement Order to October 13, 2021 at 4:00 p.m. (prevailing Eastern Time);

hh. caused, on September 30, 2021, the mailing of certain notice materials and explanatory letters to 31,495 opioid-related creditors not represented by a lawyer who filed a Proof of Claim related to opioid products in the chapter 11 cases for *In re Purdue Pharma L.P.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) (the "**Purdue Chapter 11 Cases**"), as evidenced by the mailing detail filed at [Docket No. 4587][8];

ii. caused the Simplified Print Notice to be published in Canadian consumer magazines and Canadian newspapers as evidenced by the proofs of publication contained in the Supplemental Finegan Declaration;

jj. filed, on October 13, 2021, the *Notice Of Further Extension Of Voting Deadline, Solely With Respect To Class 8 (Governmental Opioid Claims) And Class 9 (Nongovernmental Opioid Claims), Relating To The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* further extending the Voting Deadline in accordance with the Disclosure Statement Order solely with respect to Class 8 (Governmental Opioid

[8] Pursuant to the Additional Opioid Notice Plan approved under the Disclosure Statement Order, the Court authorized the Debtors to serve these pro se opioid-related creditors in the Purdue Chapter 11 Cases.

Claims) and Class 9 (Non-Governmental Opioid Claims) and all related voting subclasses to October 20, 2021 at 4:00 p.m. (prevailing Eastern Time);[9]

kk. filed, on October 22, 2021, the *Preliminary Declaration Of James Daloia Of Prime Clerk LLC Regarding The Solicitation Of Votes And Tabulation Of Ballots Cast On Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 4955] (the "**Preliminary Voting Report**"), describing the methodology used for the tabulation of votes and the preliminary results of voting with respect to the Plan;

ll. filed, on October 26, 2021, the *Declaration Of James Daloia Of Prime Clerk LLC In Support Of Confirmation Of The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 4999] (the "**Daloia Declaration**");

mm. filed, on October 26, 2021, the *Declaration of Brendan Hayes* [Docket No. 5001] (as amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, the "**Hayes Declaration**");

nn. filed, on October 26, 2021, the *Debtors' (A) Memorandum of Law in Support of Reinstatement or Alternative Treatment of First Lien Notes and (B) Reply in Further Support of Objection to First Lien Notes Makewhole Claim* [Docket No. 5015] (as amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, the "**Claim Objection Reply**");

oo. filed, on October 26, 2021, the *Declaration Of Marc J. Brown In Support Of Confirmation Of The Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Affiliate Debtors Under Chapter 11 Of The Bankruptcy Code* [Docket No. 4998] (the "**Brown Declaration**");

pp. filed, on October 26, 2021, the *Declaration Of Punit Mehta In Support Of Confirmation Of The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 5000] (the "**Mehta Declaration**");

qq. filed, on October 27, 2021, the *Debtors' (A) Memorandum Of Law In Support Of Confirmation Of The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code And (B) Omnibus Reply To Objections To Confirmation* [Docket No. 5016] (the **"Confirmation Brief"**);

rr. filed, on October 27, 2021, the *Declaration of Michael H. Cassel in Support of Debtors' (A) Memorandum of Law in Support of Reinstatement or Alternative*

[9] The voting deadline was extended by formal notice filed on the Bankruptcy Court's docket on August 30, 2021 [Docket No. 4040], September 7, 2021 [Docket No. 4183], September 14, 2021 [Docket No. 4271], September 21, 2021 [Docket No. 4435], September 29, 2021 [Docket No. 4510], and October 13, 2021 [Docket No. 4696].

Treatment of First Lien Notes and (B) Reply in Further Support of Objection to First Lien Note Makewhole Claims [Docket No. 5017] (as amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, the "**Cassel Declaration**", and together with the Funded Debt Claim Objection, the Hayes Declaration, and the Claim Objection Reply, the "**Claim Objection Filings**");

ss. filed, on October 31, 2021, the *Final Declaration Of James Daloia Of Prime Clerk LLC Regarding The Solicitation Of Votes And Tabulation Of Ballots Cast On Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 5087] (the "**Final Voting Report**" and together with the Preliminary Voting Report, collectively, the "**Voting Reports**"), describing the methodology used for the tabulation of votes and the final results of voting with respect to the Plan;

tt. filed, on November 11, 2021, the *Supplemental Declaration of Jeanne C. Finegan, APR* [Docket No. 5274] (the "**Supplemental Finegan Declaration**", and together with the Finegan Declaration, the "**Finegan Declarations**"), describing the results of the Debtors' opioid related noticing program (the "**Additional Opioid Notice Plan**");

uu. filed, on November 16, 2021, the *Declaration Of Frederic W. Selck In Support Of Confirmation Of The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Affiliate Debtors Under Chapter 11 Of The Bankruptcy Code* [Docket No. 5355] (the "**Selck Declaration**");

vv. filed, on November 17, 2021, the *Declaration Of Randall S. Eisenberg In Support Of Confirmation Of The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 5368] (the "**Eisenberg Declaration**", and together with the Daloia Declaration, Finegan Declarations, Selck Declaration, Brown Declaration, and Mehta Declaration, the "**Confirmation Declarations**");

ww. filed, on December 3, 2021, *Debtors' Omnibus Reply To Supplemental Plan Objections* [Docket No. 5660] (the "**Debtors' Supplemental Reply**"); and

xx. filed, on December 31, 2021, the *Debtors' Reply To The Supplemental Post Hearing Memorandum Of Law Of The Canadian Elevator Industry Pension Fund In Further Opposition To The Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates* [Docket No. 6013] (the "**Strougo Reply**").

The following parties (including, among others, the Supporting Parties, the Official Committee of Unsecured Creditors, the Official Committee of Opioid-Related Claimants, and other parties' filings in support of the Plan) further having, respectively:

yy. filed, on October 1, 2021, *the Notice Of Filing Of Letter Of The Official Committee Of Opioid-Related Claimants In Support Of First Amended Joint Plan Of*

Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code [Docket No. 4535, Ex. A];

zz. filed, on October 1, 2021, the *Notice Of Filing Of Letter Of The Official Committee Of Unsecured Creditors In Support Of First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 4540];

aaa. filed, on October 8, 2021, the *Declaration Of Mark Greenberg In Support Of UCC Settlements In Connection With The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 4986] (the "**Greenberg Declaration**");

bbb. filed, on October 26, 2021, the *Response Of The Future Claimants' Representative To Objection To Confirmation Of The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 4986];

ccc. filed, on October 26, 2021, *The Future Claimants' Representative's Statement In Support Of The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 4989];

ddd. filed, on October 26, 2021, the *Statement Of Deerfield Private Design Fund IV, L.P., Deerfield Special Situations Fund, L.P., And Deerfield Partners L.P. In Support Of Confirmation Of Debtors' First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 4992];

eee. filed, on October 26, 2021, *BOKF, N.A.'S (1) Statement In Support Of Confirmation Of Debtors' First Amended Joint Plan Of Reorganization; (2) Joinder To Statement Of Deerfield Private Design Fund IV, L.P., Deerfield Special Situations Fund, L.P., And Deerfield Partners L.P. In Support Of Confirmation Of Debtors' First Amended Joint Plan Of Reorganization; And (3) Reservation Of Rights* [Docket No. 5002];

fff. filed, on October 26, 2021, *The Ad Hoc Group Of Personal Injury Victims' Limited Reply In Support Of Confirmation Of The First Amended Joint Plan Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code And Joinder In The Responses Of The Future Claimants Representative And The Official Committee Of Opioid-Related Claimants* [Docket No. 5003];

ggg. filed, on October 26, 2021, the *Governmental Plaintiff Ad Hoc Committee's Reply To Plan Objections* [Docket No. 5006];

hhh. filed, on October 26, 2021, the *Guaranteed Unsecured Notes Trustee's Memorandum In Support Of Plan Confirmation And In Response To Confirmation Objections Based On 11 U.S.C. §§ 503(B)(3)(D), (4) Or (5)* [Docket No. 5007];

iii. filed, on October 26, 2021, *The Ad Hoc First Lien Term Lender Group's (I) Statement In Support Of Confirmation Of The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code And (II) Reply To The First Lien Notes Objections* [Docket No. 5008];

jjj. filed, on October 26, 2021, *The Multi-State Governmental Entities Group's Reply In Support Of The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code And Response To Certain Objections Thereto* [Docket No. 5009];

kkk. filed, on October 26, 2021, the *Statement of the Official Committee of Opioid Related Claimants in Support of Confirmation of the First Amended Joint Plan of Reorganization of Mallinckrodt plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 5010];

lll. filed, on October 26, 2021, *The Unsecured Notes Ad Hoc Group's (A) Statement In Support Of The Plan And (B) Reservation Of Rights* [Docket No. 5014];

mmm. filed, on October 26, 2021 and November 15, 2021, the *Declaration Of Michael Atkinson In Support Of The Statement Of The Official Committee Of Opioid Related Claimants In Support Of Confirmation Of The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 5011] and *Declaration Of Michael Atkinson In Support Of Confirmation Of The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code* [Docket No. 5319], respectively (collectively, the "**Atkinson Declaration**");

nnn. filed, on November 15, 2021, the *Declaration Of Jayne Conroy In Support Of Plan Confirmation* [Docket No. 5314] (the "**Conroy Declaration**"), submitted in lieu of direct testimony, on behalf of the Governmental Plaintiff Ad Hoc Committee in support of confirmation of the Plan;

ooo. filed, on November 15, 2021, the *Declaration Of Gary A. Gotto In Support Of Governmental Plaintiff Ad Hoc Committee's Reply To Plan Objections And In Support Of Plan Confirmation* [Docket No. 5316] (the "**Gotto Declaration**") submitted in lieu of direct testimony, on behalf of the Governmental Plaintiff Ad Hoc Committee in support of confirmation of the Plan;

ppp. filed, on November 15, 2021, the *Declaration Of John M. Guard In Support Of Governmental Plaintiff Ad Hoc Committee's Reply To Plan Objections And In Support Of Plan Confirmation* [Docket No. 5318] (the "**Guard Declaration**") submitted in lieu of direct testimony, on behalf of the Governmental Plaintiff Ad Hoc Committee in support of confirmation of the Plan;

qqq. filed, on November 16, 2021, the *Declaration Of J. Gerard Stranch IV In Support Of Confirmation Of The Debtors' Plan Of Reorganization* [Docket No. 5352] (the

"**Stranch Declaration**"), submitted in lieu of direct testimony, on behalf of the MSGE Group in support of confirmation of the Plan;

rrr. filed, on December 3, 2021, the *Memorandum of Law of Official Committee of Unsecured Creditors in Support of the UCC Settlement, Allocation, and the Debtors' Second Amended Joint Plan of Reorganization* [Docket No. 5666] (as amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, the "**UCC Brief**"); and

sss. filed, on December 3, 2021, the *Joinder Of The Unsecured Notes Trustee To The Memorandum Of Law Of Official Committee Of Unsecured Creditors In Support Of The UCC Settlement, Allocation, And The Debtors' Second Amended Joint Plan Of Reorganization* [Docket No. 5671].

(collectively, the "**Supporting Filings**").

This Court having:

ttt. entered the Disclosure Statement Order on June 17, 2021;

uuu. set November 1, 2021 at 10:00 a.m. (Eastern Daylight Time), as the date and time for the commencement of the Confirmation Hearing pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;

vvv. reviewed the Plan, the Disclosure Statement, the Confirmation Declarations, the Confirmation Brief, the Voting Reports, the Supplemental Reply, the Strougo Reply, and all pleadings, exhibits, statements, responses, and comments regarding confirmation of the Plan ("**Confirmation**"), including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;

www. held the Confirmation Hearing and heard the statements, arguments, and objections made by counsel in respect of Confirmation;

xxx. considered all oral representations, documents, filings, and evidence regarding Confirmation;

yyy. on February 3, 2022, issued and entered the *Opinion* [Docket No. 6347] confirming the Plan and finding that, subject to certain modifications to the Plan's exculpation provisions, the Plan satisfies the statutory requirements of the Bankruptcy Code, and on February 8, 2022 entered the *Revised Opinion* [Docket No. 6378] (collectively, the "**Confirmation Opinion**");

zzz. overruled all objections to the Plan and to Confirmation and all statements and reservations of rights not consensually resolved or withdrawn, except as expressly provided herein and in the Confirmation Opinion; and

aaaa. taken judicial notice of all papers and pleadings filed in the Chapter 11 Cases, all evidence proffered or adduced, and all arguments made at the hearings held before the Court during the pendency of the Chapter 11 Cases.

NOW, THEREFORE, the Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation having been adequate and appropriate, in accordance with Bankruptcy Rules 2002(b) and 3017(d), Rules 2002-1 and 3017-2 of the Local Rules, as to all parties affected or to be affected by the Plan and the transactions contemplated thereby; and the record of the Chapter 11 Cases established through the testimony set forth at the Confirmation Hearing, and the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation Hearing including, but not limited to, the Confirmation Brief, the Claim Objection Filings, the Preliminary Voting Report, the Final Voting Report, the Supporting Filings, the Supplemental Reply, the Strougo Reply, and each of the Confirmation Declarations, each of which was admitted into evidence at the Confirmation Hearing, establish just cause for the relief granted in this Confirmation Order; and after due deliberation thereon and good cause appearing therefor, the Court hereby makes and issues the following findings of fact, conclusions of law, and order:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW.

A. FINDINGS AND CONCLUSIONS

1. The findings and conclusions set forth herein, in the record of the Confirmation Hearing, and in the Confirmation Opinion constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

2. Notwithstanding any findings of fact and conclusions of law to the contrary herein, if there is any direct conflict between the findings of fact and conclusions of law in this

Confirmation Order and the Confirmation Opinion, the terms of the Confirmation Opinion shall control.

B. JURISDICTION, CORE PROCEEDING, APPLICABLE LAW

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order in connection with this proceeding in accordance with Article III of the United States Constitution. The Debtors were and are qualified to be debtors in chapter 11 cases under section 109(a) and (d) of the Bankruptcy Code.

C. VENUE

4. Venue in the District of Delaware of the Chapter 11 Cases was proper as of the Petition Date and continues to be proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. COMMENCEMENT AND JOINT ADMINISTRATION OF THE CHAPTER 11 CASES

5. On the Petition Date, the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. On October 14, 2020, the Court entered an order [Docket No. 210] authorizing the joint administration and procedural consolidation of the Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On December 22, 2020, the Court entered an order [Docket No. 916] appointing a fee examiner in the Chapter 11 Cases. On February 8, 2021, the Court entered an order appointing a monitor for a voluntary injunction with respect to the VI-Specific Debtors [Docket No. 1306]. Otherwise, neither a trustee nor an examiner has been appointed in the Chapter 11 Cases.

E. JUDICIAL NOTICE

6. The Court takes judicial notice of (and deems admitted into evidence for purposes of Confirmation) the docket of the Chapter 11 Cases maintained by the Clerk of the Court or its duly appointed agent, including all pleadings and other documents on file, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the Chapter 11 Cases.

F. PLAN SUPPLEMENT

7. The Plan Supplement complies and is consistent with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents were good and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and the facts and circumstances of the Chapter 11 Cases. No other or further notice is or will be required with respect to the Plan Supplement. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. All Holders of Claims who voted to accept the Plan and who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified and supplemented by the Plan Supplement. Subject to the terms of the Plan, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement before the Effective Date subject to compliance with the Bankruptcy Code and the Bankruptcy Rules, provided that no such alteration, amendment, update, or modification shall be inconsistent with the terms of this Confirmation Order or the terms of the Plan. In particular, the Exit Financing Documents remain subject to ongoing negotiation and, notwithstanding anything to the contrary in the Plan, final forms thereof shall not be filed as part of the Plan Supplement prior to the date of this Order.

G. DISCLOSURE STATEMENT ORDER AND SCHEDULING ORDER

8. On June 17, 2021, the Court entered the Disclosure Statement Order, which, among other things: (a) approved the Disclosure Statement as containing "adequate information" (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, the Restructuring Support Agreement, the Confirmation Hearing Notice, and the transactions contemplated therein; (b) approved the Voting Procedures; (c) approved the Solicitation Procedures (including the Non-Notes Master Ballot Procedures and the Solicitation Directive Notice and Solicitation Directive), Solicitation Packages, and the form of Ballots; (d) set September 3, 2021 at 4:00 p.m. (prevailing Eastern time), as the initial deadlines for voting to accept or reject the Plan and for objecting to the Plan; (e) approved the Debtors' Additional Opioid Noticing Plan (as defined in the Disclosure Statement Motion); and (f) set an initial confirmation hearing date as September 21, 2021, at 10:00 a.m. (prevailing Eastern time). The Disclosure Statement Order further approved the procedures for establishing Claim amounts for voting purposes and the temporary allowance and disallowance of Claims for vote tabulation purposes, the establishment of the Voting Record Date, and the procedures for soliciting and tabulating votes.

9. On October 21, 2021, the Court entered the Scheduling Order, which, among other things: (a) affirmed October 13, 2021 at 4:00 p.m. (prevailing Eastern time) as the new deadline for voting to accept or reject the Plan (the "**Voting Deadline**"); (b) set October 13, 2021 at 4:00 p.m. (prevailing Eastern time) as the new deadline for objecting to the Plan (the "**Plan Objection Deadline**"); (c) affirmed October 20, 2021 at 4:00 p.m. (prevailing Eastern time) as the new deadline for voting to accept or reject the Plan solely with respect to Class 8 (Governmental Opioid Claims) and Class 9 (Non-Governmental Opioid Claims) and all related voting subclasses (the "**Opioid Voting Deadline**"); and (d) set November 1, 2021, at 10:00 a.m. (prevailing Eastern time)

as the new date and time for the commencement of the Confirmation Hearing. The Phase II Pretrial Order established, among other things, (x) November 24, 2021 at 6:00 p.m. (prevailing Eastern time) as the deadline for filing supplemental plan objections regarding the UCC Settlement and (y) December 6, 2021, as the new date for the commencement of Phase II of the Confirmation Hearing.

H. TRANSMITTAL AND MAILING OF MATERIALS; NOTICE

10. As evidenced by the Solicitation Affidavits, the Publication Affidavit, the Contract/Lease Affidavits, the Daloia Declaration, the Preliminary Voting Report, and the Final Voting Report, due, adequate, and sufficient notice of entry of the Disclosure Statement Order, the Plan, and notice of the assumptions of Executory Contracts and Unexpired Leases to be assumed by the Debtors (such Executory Contracts and Unexpired Leases, the "**Assumed Contracts**") and related cure amounts and the procedures for objecting thereto and resolution of disputes by the Court thereof has been given to, as applicable: (a) all Holders of Claims (including, for the avoidance of doubt, known and unknown Holders of Opioid Claims and Opioid Demands) or Interests; (b) parties that requested notice in accordance with Bankruptcy Rule 2002; (c) all non-Debtor counterparties to Executory Contracts and Unexpired Leases; and (d) all taxing and governmental authorities listed on the Debtors' Schedules of Assets and Liabilities or the Claims Register in the Chapter 11 Cases; each in substantial compliance with the Disclosure Statement Order and Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), and no other or further notice is or shall be required. Due, adequate, and sufficient notice of the Voting Deadline, the Opioid Voting Deadline, the Cure Objection Deadline, the Plan Objection Deadline, the Confirmation Hearing (as may be continued from time to time), and any other applicable dates and hearings described in the Disclosure Statement Order was given in compliance with the Bankruptcy Code,

the Bankruptcy Rules, and the Disclosure Statement Order, and no other or further notice is or shall be required.

11. The Disclosure Statement (including all applicable exhibits thereto and the notices provided for therein) provided Holders of Claims, holders of Interests, and all Persons that have held or asserted or that hold or assert any Opioid Claims or Opioid Demands with sufficient notice of the releases, exculpatory provisions, and injunctions, (including the Opioid Permanent Channeling Injunction) set forth in sections IX.B-K of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

12. The UCC/OCC/2L Settlement Notice provided Holders of Claims, holders of Interests, and all Persons that have held or asserted or that hold or assert any Opioid Claims or Opioid Demands with sufficient notice of the UCC Settlement, OCC Settlement, and the Second Lien Notes Settlement incorporated into the Plan. As evidenced by the UCC/OCC/2L Settlement Affidavit, service of the UCC/OCC/2L Settlement Notice was (a) adequate and sufficient under the circumstances of the Chapter 11 Cases, and adequate and sufficient notice of the UCC/OCC/2L Settlement Notice was timely and properly provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and (b) provided due process, and an opportunity to appear and to be heard, to all parties in interest, all holders of Claims, all holders of Interests, and all Persons that have held or asserted or that hold or assert any Opioid Claim or Opioid Demand. The UCC Settlement, OCC Settlement, and Second Lien Notes Settlement were incorporated into the *Second Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 5636] prior to the Plan Objection Deadline and the Debtors provided due process, and an opportunity to appear and to be heard, to all parties in

interest, all holders of Claims, all holders of Interests, and all Persons that have held or asserted or that hold or assert any Opioid Claim or Opioid Demand.

I. SOLICITATION

13. The Debtors solicited votes for acceptance and rejection of the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to sections 1125, 1126, and all other applicable sections of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Disclosure Statement Order, and all other applicable rules, laws, and regulations. All procedures used to distribute Ballots to the applicable Holders of Claims and to tabulate the Ballots were fair and reasonable and conducted in good faith and in accordance with the Disclosure Statement Order and the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

14. Promptly following entry of the Disclosure Statement Order, in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order, and as evidenced by the Solicitation Affidavits, Prime Clerk effectuated service of the appropriate Solicitation Packages on: (a) each Holder of Claims entitled to vote on the Plan (i.e., Class 2(b) (2024 First Lien Term Loan Claims), Class 2(c) (2025 First Lien Term Loan Clams), Class 3 (First Lien Notes Claims), Class 4 (Second Lien Notes Claims), Class 5 (Guaranteed Unsecured Notes Claims), Class 6(a) (Acthar Claims), Class 6(b) (Generics Price Fixing Claims), Class 6(c) (Asbestos Claims), Class 6(d) (Legacy Unsecured Notes Claims), Class 6(e) (Environmental Claims), Class 6(f) (Other General Unsecured Claims), Class 6(g) (4.75% Unsecured Notes Claims), Class 7 (Trade Claims), Class 8(a) (State Opioid Claims), Class 8(b) (Municipal Opioid Claims), Class 8(c) (Tribe Opioid Claims), Class 8(d) (U.S. Government Opioid Claims), Class 9(a) (Third-Party Payor Opioid Claims), Class 9(b) (PI Opioid Claims), Class 9(c) (NAS PI Opioid Claims), Class 9(d) (Hospital Opioid Claims), Class 9(e) (Ratepayer Opioid Claims), Class 9(f)

(NAS Monitoring Opioid Claims), Class 9(g) (Emergency Room Physicians Opioid Claims), Class 9(h) (Other Opioid Claims), and Class 10 (Settled Federal/State Acthar Claims) (the Classes of Claims entitled to vote to accept or reject the Plan, the "**Voting Classes**"), and (b) each Holder of Claims or Interests in a Class not entitled to vote on the Plan (i.e., Class 1 (Other Secured Claims), Class 2(a) (First Lien Revolving Credit Facility Claims), Class 9(i) (No Recovery Opioid Claims), Class 9(j) (Released Co-Defendant Claims), Class 11 (Intercompany Claims), Class 12 (Intercompany Interests), and Class 14 (Equity Interests).

15. At the time Prime Clerk effectuated service of the Solicitation Packages, no creditors or Holders of Claims were classified under Class 13 (Subordinated Claims) and any claimants not otherwise classified under Class 13 (Subordinated Claims) were treated as a Holder of a Claim under Class 6(f) (Other General Unsecured Claims) for solicitation purposes.

16. Further, although the Plan provides for potential treatment which would render Claims in Classes 2(b), 2(c), and 3 Unimpaired, in which case such Claims would be conclusively presumed to accept the Plan and would not be entitled to vote, the Debtors served such Classes of Claims with Solicitation Packages.

17. The Debtors and Prime Clerk effectuated the Additional Opioid Notice Plan, including providing supplemental notice by means of (a) direct mailings to certain additional individuals and entities that hold or could assert any Opioid Claims or Opioid Demands, (b) print media, (c) online display, (d) internet search terms, (e) social media campaigns, and (f) television and radio advertisements, which collectively served over 1.1 billion impressions in the U.S. and the U.S. Territories and 324 million impressions in Canada. In the U.S. and the U.S. Territories, print media served approximately 4 million impressions, television and radio advertisements served over 218 million impressions, and the digital campaign served over 943 million

impressions. In Canada, print media served approximately 15 million impressions, and the digital campaign served over 309 million impressions.

18. As described in the Disclosure Statement Order and as evidenced by the Solicitation Affidavits, service of the Solicitation Packages was adequate and sufficient under the circumstances of the Chapter 11 Cases, and adequate and sufficient notice of the Confirmation Hearing and other requirements, deadlines, hearings, and matters described in the Disclosure Statement Order (a) was timely and properly provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order and (b) provided due process, and an opportunity to appear and to be heard, to all parties in interest, all holders of Claims, all holders of Interests, and all Persons that have held or asserted or that hold or assert any Opioid Claim or Opioid Demand.

19. Because the foregoing transmittals, notices, and service set forth above were adequate and sufficient, no other or further notice is necessary or shall be required. All parties in interest, including, without limitation, the Debtors' insurers, had notice of the Chapter 11 Cases and an opportunity to participate in them and were on notice that the Debtors' opioid-related liabilities were being mediated, negotiated, and resolved.

20. Votes on the Plan were solicited, including, where applicable, pursuant to certain Non-Notes Master Ballot Solicitation Procedures (which included a Master Ballot Solicitation Method and a Direct Solicitation Method) and Notes Master Ballot Solicitation Procedures (each as defined in the Disclosure Statement Motion), after disclosure of "adequate information" as defined in section 1125 of the Bankruptcy Code. None of the postings, press releases or statements of various parties, including letters of support and/or recommendations or other communications

from any official and unofficial committees, constituted improper solicitations of the Plan under section 1125 of the Bankruptcy Code.

21. Each of the Debtors and other Released Parties, as applicable, acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective conduct relating to the solicitation of acceptances of the Plan and the other activities described in section 1125 of the Bankruptcy Code. Accordingly, the Released Parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article IX of the Plan.

J. THE VOTING REPORTS

22. Prior to the Confirmation Hearing, the Debtors filed the Preliminary Voting Report. Shortly after commencement of the Confirmation Hearing, the Debtors filed the Final Voting Report. As set forth in the Voting Reports, the procedures used to tabulate the ballots were fair and conducted in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations.

23. As set forth in the Plan, Holders of Claims in the Voting Classes for each of the Debtors were eligible to vote on the Plan pursuant to the Disclosure Statement Order and the Solicitation Procedures therein. In addition, Holders of Claims and Interests in Classes 1 and 2(a) are Unimpaired and conclusively presumed to have accepted the Plan and, therefore, are not entitled to vote to accept or reject the Plan.

24. Holders of Claims and Interests in Classes 11 and 12 either are Unimpaired, in which case they are conclusively deemed to have accepted the Plan, or Impaired, in which case they are conclusively deemed to have rejected the Plan, and therefore, are not entitled to vote to accept or reject the Plan.

25. Holders of Claims and Equity Interests in Classes 9(i), 9(j), and 13-14 (together with Holders of Claims and Interests in Classes 11 and 12, to the extent Impaired under the Plan, collectively, the "**Deemed Rejecting Classes**") are Impaired under the Plan, are entitled to no recovery under the Plan, and are therefore conclusively deemed to have rejected the Plan.

26. As evidenced by the Final Voting Report, Classes 2(b), 2(c), 4, 5, 6(c) (solely as to Debtors Mallinckrodt APAP LLC, Mallinckrodt LLC, Mallinckrodt plc, Mallinckrodt US Holdings LLC, and Mallinckrodt US Pool LLC), 6(d) (solely as to Debtor Ludlow LLC), 6(e) (solely as to Debtors Mallinckrodt International Finance SA, Mallinckrodt Veterinary, Inc., and SpecGx LLC), 6(f) (solely as to certain Debtors entities),[10] 6(g) (solely as to Debtors Mallinckrodt International Finance SA and Mallinckrodt plc), 7, 8(a)-8(d),[11] 9(a)-9(g), and 10 each voted to accept the Plan (collectively, the "**Accepting Voting Classes**").

27. As evidenced by the Final Voting Report, Class 6(a) (solely as to Debtors Mallinckrodt ARD LLC, Mallinckrodt LLC, and Mallinckrodt plc), Class 6(b) (solely as to

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[10] Pursuant to Article III.G of the Plan, Holders of Claims in Class 6(f) (if any) were deemed to accept the Plan solely for the following Debtor entities: Acthar IP Unlimited Company, IMC Exploration Company, Infacare Pharmaceutical Corporation, INO Therapeutics LLC, Ludlow LLC, MAK LLC, Mallinckrodt APAP LLC, Mallinckrodt ARD Finance LLC, Mallinckrodt ARD Holdings Inc., Mallinckrodt ARD Holdings Limited, Mallinckrodt ARD IP Unlimited Company, Mallinckrodt Brand Pharmaceuticals LLC, Mallinckrodt Buckingham Unlimited Company, Mallinckrodt Canada ULC, Mallinckrodt CB LLC, Mallinckrodt Critical Care Finance LLC, Mallinckrodt Enterprises Holdings, Inc., Mallinckrodt Enterprises LLC, Mallinckrodt Enterprises UK Limited, Mallinckrodt Equinox Finance LLC, Mallinckrodt Group S.a.r.l., Mallinckrodt Holdings GmbH, Mallinckrodt Hospital Products IP Unlimited Company, Mallinckrodt International Finance SA, Mallinckrodt International Holdings S.a.r.l., Mallinckrodt IP Unlimited Company, Mallinckrodt Lux IP S.a.r.l., Mallinckrodt Manufacturing LLC, Mallinckrodt Pharma IP Trading Unlimited Company, Mallinckrodt Quincy S.a.r.l., Mallinckrodt UK Finance LLP, Mallinckrodt UK Ltd, Mallinckrodt US Holdings LLC, Mallinckrodt US Pool LLC, Mallinckrodt Veterinary, Inc., Mallinckrodt Windsor Ireland Finance Unlimited Company, Mallinckrodt Windsor S.a.r.l., MCCH LLC, MEH, Inc., MHP Finance LLC, MKG Medical UK Ltd, MNK 2011 LLC, MUSHI UK Holdings Limited, Ocera Therapeutics, Inc., Petten Holdings Inc., SpecGx Holdings LLC, SpecGx LLC, ST Operations LLC, ST US Holdings LLC, ST US Pool LLC, Stratatech Corporation, Sucampo Holdings Inc., Sucampo Pharma Americas LLC, Sucampo Pharmaceuticals, Inc., Therakos, Inc., Vtesse LLC, and WebsterGx Holdco LLC.

[11] Pursuant to Article III.G of the Plan, Holders of Claims in Class 8(d) (if any) were deemed to accept the Plan.

Debtors Mallinckrodt APAP LLC, Mallinckrodt LLC, Mallinckrodt Pharmaceuticals Ireland Limited, Mallinckrodt Pharmaceuticals Limited, Mallinckrodt plc, and SpecGx LLC), Class 6(e) (solely as to Debtors Mallinckrodt Brand Pharmaceuticals LLC, Mallinckrodt LLC, Mallinckrodt plc, Mallinckrodt US Holdings LLC, and MNK 2011 LLC), Class 6(f) (solely as to Debtors Mallinckrodt ARD LLC, Mallinckrodt Hospital Products Inc., Mallinckrodt LLC, Mallinckrodt Pharmaceuticals Ireland Limited, Mallinckrodt Pharmaceuticals Limited, Mallinckrodt plc, and ST Shared Services LLC), and Class 9(h) voted to reject the Plan (collectively, the "**Rejecting Voting Classes**").

28. As evidenced by the Solicitation Affidavits and the Final Voting Report, votes to accept the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

K. BANKRUPTCY RULE 3016

29. The Plan is dated and identifies the Debtors as the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and the Plan with the Court, thereby satisfying Bankruptcy Rule 3016(b).

L. BURDEN OF PROOF

30. The Debtors, as proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for Confirmation.

M. OBJECTIONS OVERRULED

31. Any resolution or disposition of objections to Confirmation of the Plan explained or otherwise ruled upon by the Court on the record at the Confirmation Hearing is hereby

incorporated by reference. All unresolved objections, statements, and reservations of rights with respect to Confirmation are hereby overruled on the merits.

N. MODIFICATIONS TO THE PLAN

32. The modifications made to the Plan between solicitation and the Confirmation Date (collectively, the "**Modifications**") comply in all respects with section 1127 of the Bankruptcy Code. Specifically, the Modifications with respect to the Plan related to the UCC Settlement, OCC Settlement, and the Second Lien Notes Settlement incorporated into the *Second Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 5636] and set forth in this Confirmation Order do not materially and adversely affect the treatment of any Claims against, or Interests in, the Debtors. The Debtors' key constituents, including the Supporting Parties, the Official Committee of Opioid-Related Claimants, the Official Committee of Unsecured Creditors, and the Ad Hoc Second Lien Notes Group, affected by or whose clients representing parties affected by such Modifications negotiated those Modifications and support, or otherwise have not objected to, such Modifications. Other parties in interest affected by such Modifications, including Covidien Limited (f/k/a Covidien plc) (to the extent applicable), negotiated certain of those Modifications with the Debtors, the Governmental Plaintiff Ad Hoc Committee and the Official Committee of Opioid-Related Claimants, and support, or otherwise have not objected to, such Modifications. Such Modifications were filed with the Court before the Plan Objection Deadline and all parties in interest had an opportunity to object to such Modifications.

33. The Modifications in the *Third Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 6006] comply with section 1127 of the Bankruptcy Code. Specifically, the parties in interest affected by such Modifications, specifically, the Co-Defendants, Supporting Parties, and the

Insurers, negotiated those Modifications and support, or otherwise have not objected to, such Modifications contained in the *Third Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy* Code, and such Modifications do not adversely affect the treatment of any Claims against, or Interests in, the Debtors.

34. The Modifications in the *Fourth Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 6066] comply with section 1127 of the Bankruptcy Code. Specifically, the parties in interest affected by such Modifications, including the Insurers and Covidien Limited (f/k/a Covidien plc) (to the extent applicable), negotiated those Modifications with the Debtors, the Governmental Plaintiff Ad Hoc Committee and the Official Committee of Opioid-Related Claimants, and support, or otherwise have not objected to, such Modifications contained in the *Fourth Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy* Code, and such Modifications do not adversely affect the treatment of any Claims against, or Interests in, the Debtors.

35. Accordingly, pursuant to Bankruptcy Rule 3019, (a) no other or further disclosure with respect to the Modifications is required under section 1125 of the Bankruptcy Code and (b) neither resolicitation of votes on the Plan nor affording Holders of Claims and Interests in the Voting Classes the opportunity to change a previously cast Ballot is required under section 1126 of the Bankruptcy Code.

O. CONFIRMATION HEARING

36. The Court held the Confirmation Hearing on November 1-2, 2021, November 4-5, 2021, December 6-10, 2021, December 13-17, 2021, January 3-4, 2022, and January 6, 2022. The Court issued its Confirmation Opinion confirming the Plan on February 3, 2022.

P. COMPLIANCE WITH THE REQUIREMENTS OF SECTION 1129 OF THE BANKRUPTCY CODE

37. The Plan complies with all applicable provisions of the Bankruptcy Code, as required by section 1129(a)(l) of the Bankruptcy Code, including sections 1122 and 1123 of the Bankruptcy Code.

1. Section 1129(a)(1) – Compliance of the Plan with Applicable Provisions of the Bankruptcy Code.

38. The Plan complies with all applicable provisions of the Bankruptcy Code, as required by section 1129(a)(l) of the Bankruptcy Code, including sections 1122 and 1123 of the Bankruptcy Code.

2. Sections 1122 and 1123(a)(1)-(4) - Classification and Treatment of Claims and Interests.

39. Pursuant to sections 1122(a) and 1123(a)(l) of the Bankruptcy Code, Article III of the Plan designates Classes of Claims and Interests, other than for Administrative Claims, Priority Tax Claims, and Other Priority Claims.[12] As required by section 1122(a), each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. The Plan contains thirty-four (34) Classes of Claims and Interests, designated as Classes 1, 2(a)-2(c), 3-5, 6(a)-(g), 7, 8(a)-(d), 9(a)-(j), and 10 through 14. Such classification is proper under section 1122(a) of the Bankruptcy Code, because such Classes of Claims and Interests have differing rights among each other and against the Debtors' assets or differing interests in the Debtors.

[12] Pursuant to section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, and Other Priority Claims are not required to be classified. Articles II.A, II.B, and II.C of the Plan describe the treatment under the Plan of Administrative Claims, Priority Tax Claims, and Other Priority Claims, respectively.

40. Pursuant to section 1123(a)(2) of the Bankruptcy Code, Article III of the Plan specifies all Classes of Claims and Interests that are not Impaired under the Plan. The Plan specifies that Class 1 (Other Secured Claims) and Class 2(a) (First Lien Revolving Credit Facility Claims) are Unimpaired.

41. Pursuant to section 1123(a)(3) of the Bankruptcy Code, Article III of the Plan specifies all Classes of Claims and Interests that are Impaired under the Plan. The Plan specifies that Class 2(b) (2024 First Lien Term Loan Claims) (to the extent Impaired), Class 2(c) (2025 First Lien Term Loan Clams) (to the extent Impaired), Class 3 (First Lien Notes Claims) (to the extent Impaired), Class 11 (Intercompany Claims) (to the extent Impaired), and Class 12 (Intercompany Interests) (to the extent Impaired) are potentially Impaired Classes under the Plan.

42. It further specifies that Class 4 (Second Lien Notes Claims), Class 5 (Guaranteed Unsecured Notes Claims), Class 6(a) (Acthar Claims), Class 6(b) (Generics Price Fixing Claims), Class 6(c) (Asbestos Claims), Class 6(d) (Legacy Unsecured Notes Claims), Class 6(e) (Environmental Claims), Class 6(f) (Other General Unsecured Claims), Class 6(g) (4.75% Unsecured Notes Claims), Class 7 (Trade Claims), Class 8(a) (State Opioid Claims), Class 8(b) (Municipal Opioid Claims), Class 8(c) (Tribe Opioid Claims), Class 8(d) (U.S. Government Opioid Claims), Class 9(a) (Third-Party Payor Opioid Claims), Class 9(b) (PI Opioid Claims), Class 9(c) (NAS PI Opioid Claims), Class 9(d) (Hospital Opioid Claims), Class 9(e) (Ratepayer Opioid Claims), Class 9(f) (NAS Monitoring Opioid Claims), Class 9(g) (Emergency Room Physicians Opioid Claims), Class 9(h) (Other Opioid Claims), Class 9(i) (No Recovery Opioid Claims), Class 9(j) (Released Co-Defendant Claims), Class 10 (Settled Federal/State Acthar Claims), Class 13 (Subordinated Claims), and Class 14 (Equity Interests) are Impaired Classes under the Plan, each within the meaning of section 1124 of the Bankruptcy Code. The Plan

specifies the treatment of each of the aforementioned Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

43. Pursuant to section 1123(a)(4) of the Bankruptcy Code, Article III of the Plan also provides the same treatment for each Claim or Interest within a particular Class, unless the Holder of a Claim or Interest agrees to less favorable treatment of its Claim or Interest. Valid business, legal, and factual reasons exist for separately classifying the various Classes of Claims and Interests under the Plan. The Plan therefore complies with sections 1122 and 1123(a)(1)-(4) of the Bankruptcy Code.

3. Section 1123(a)(5) - Adequate Means for Implementation of the Plan.

44. Article IV and various other provisions of the Plan provide adequate means for the Plan's implementation. Those provisions relate to, among other things: (a) the good faith and integrated compromise and settlement of Claims, Interests, Causes of Action, and controversies relating to the Plan, including, without limitation, any settlements included in the Restructuring Support Agreement (including the Opioid Settlement (as defined in the Restructuring Support Agreement)), the Federal/State Acthar Settlement, the UCC Settlement, the OCC Settlement, and the Second Lien Notes Settlement; (b) authority to effectuate the Restructuring Transactions (subject to the terms of the Restructuring Support Agreement); (c) sources of consideration for distributions under the Plan; (d) execution of and entry into the New Credit Facilities, New Takeback Term Loans, Takeback Second Lien Notes, and New Second Lien Notes; (e) execution of and entry into the New Opioid Warrant Agreement; (f) treatment of Equity Interests in subsidiary Debtors; (g) issuance of the New Mallinckrodt Ordinary Shares and New Opioid Warrants; (h) cancellation of notes, instruments and Equity Interests; (i) execution of and entry into the Registration Rights Agreement; (j) payment of certain fees and expenses including, without limitation, the Noteholder Consent Fee and the Term Loan Exit Payment pursuant to the

terms of the Restructuring Support Agreement and, in the case of the Term Loan Exit Payment, as authorized by the *Order (I) Modifying Cash Collateral Order with Respect to Adequate Protection Terms, (II) Permitting the Debtors to Pay Certain Amounts, and (III) Granting Related Relief* [Docket No. 2021], the Restructuring Expenses, and the Post Effective Date Implementation Expenses; (k) authority to undertake corporate actions necessary to effectuate the Plan, including without limitation the New Governance Documents; (l) appointment of officers and directors of the Reorganized Debtors; (m) adoption of the Management Incentive Plan by the Reorganized Board; (n) continuation of the Debtors' D&O Liability Insurance Policies (including any "tail policy" and all agreements, documents, or instruments related thereto); (o) rejection, assumption, or assumption and assignment of Executory Contracts and Unexpired Leases, including without limitation the deemed assumption all of the Debtors' D&O Liability Insurance Policies (including any "tail policy" and all agreements, documents, or instruments related thereto) in effect prior to the Effective Date; (p) execution of and entry into the Opioid MDT II Documents, the Opioid Creditor Trust Documents (as applicable), the General Unsecured Claims Trust Documents, and the Asbestos Trust Documents; and (q) the listing of the New Mallinckrodt Ordinary Shares for trading on the NASDAQ Capital Market, the NASDAQ Global Market, or the New York Stock Exchange.[13] Further, the Bankruptcy Code authorizes the transfer and vesting of the Opioid MDT II Consideration (including any and all litigation rights and transfer of documents and other rights), notwithstanding any terms of any Insurance Contracts related to the Assigned Insurance Rights or provisions of non-bankruptcy law that any Insurer may otherwise argue prohibits such transfer and

[13] Pursuant to Article VIII.A.11 of the Plan, the occurrence of the Effective Date is conditioned on the High Court of Ireland having made the Irish Confirmation Order and the Scheme of Arrangement effective in accordance with its terms (or shall become effective concurrently with effectiveness of the Plan).

vesting. Moreover, the Debtors will have, on the Effective Date, sufficient Cash to make all payments required under the Plan on the Effective Date. The Plan therefore complies with section 1123(a)(5) of the Bankruptcy Code.

4. Section 1123(a)(6) - Prohibition Against the Issuance of Nonvoting Equity Securities and Adequate Provisions for Voting Power of Classes of Securities.

45. The Plan provides that the New Governance Documents, among other things, prohibit the issuance of nonvoting equity securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. The aforementioned New Governance Documents (other than with respect to Reorganized Debtor Mallinckrodt Holdings GmbH incorporated under or otherwise governed by Switzerland corporate law) filed with the Plan Supplement, reflect this prohibition. Specifically, Reorganized Debtor, Mallinckrodt Holdings GmbH, is subject to Swiss law, which requires that articles of association for Swiss corporations provide for the voting power of equity securities, and such Reorganized Debtor shall be governed by the applicable New Governance Documents despite the absence of a prohibition of the issuance of nonvoting equity securities in such applicable Swiss New Governance Documents. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

5. Section 1123(a)(7) - Selection of Directors and Officers in a Manner Consistent with the Interest of Creditors and Equity Security Holders and Public Policy.

46. The selection of the Reorganized Board, as set forth in Article IV.M of the Plan and in the New Governance Documents, is consistent with the interests of Holders of Claims and Interests and public policy. Further, the selection of the Opioid MDT II Trustee(s) (Article IV.U.1), Opioid Creditor Trustees (Article IV.X.2), the General Unsecured Claims Trustee (Article IV.HH.2), and the Asbestos Trustee (Article IV.II.2), as set forth in the aforementioned Articles of the Plan and in the Plan Supplement, is consistent with the interests of Holders of Claims and

Interests and public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

6. Section 1123(a)(8) – Individual Debtors.

47. Section 1123(a)(8) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases. None of the Debtors is an individual, as such term is used in the Bankruptcy Code.

7. Section 1123(b)(1)-(2) - Impairment of Claims and Interests and Assumption, Assumption and Assignment or Rejection of Executory Contracts and Unexpired Leases.

48. In accordance with section 1123(b)(l) of the Bankruptcy Code, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests. In accordance with section 1123(b)(2) of the Bankruptcy Code, Article V of the Plan provides that, on the Effective Date, except as otherwise provided in the Plan, each of the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned pursuant to an order of the Bankruptcy Court will be deemed assumed as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code *except* any Executory Contract or Unexpired Lease (a) identified on the Rejected Executory Contract/Unexpired Lease List (which shall initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as an Executory Contract or Unexpired Lease to be rejected, (b) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (c) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

49. The Debtors have provided notice to each non-Debtor counterparty to each Executory Contract and Unexpired Lease of the treatment of such non-Debtor counterparty's contract(s) pursuant to the Plan and, with respect to Executory Contracts and Unexpired Leases being assumed under the Plan, the proposed Cure Cost for such contracts and leases. The Debtors, in assuming the Assumed Contracts under the Plan, (a) utilized their sound business judgment, (b)

provided adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) and no further adequate assurance is or shall be required, and (c) complied with section 365 of the Bankruptcy Code, as contemplated by section 1123(b)(2) of the Bankruptcy Code. The Plan is, therefore, consistent with section 1123(b)(1)-(2) of the Bankruptcy Code.

8. Section 1123(b)(3) - Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action.

50. **Compromises and Settlements**. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and consideration for (a) the distributions, releases, injunctions, and other benefits provided under the Plan and (b) the support of the Supporting Parties, the Future Claimants' Representative, the Official Committee of Opioid-Related Claimants, the Official Committee of Unsecured Creditors, and the Ad Hoc Second Lien Notes Group, upon the Effective Date, and subject to the provisions of Article III.C of the Plan, the provisions of the Plan shall constitute a good faith and integrated compromise and settlement of all Claims, Interests, and controversies relating to any Allowed Claim or Interest or any distribution to be made on account thereof or otherwise resolved under the Plan. Such integrated compromise and settlement is the product of extensive arm's-length, good faith negotiations that, in addition to the Plan, resulted in the execution of the Restructuring Support Agreement and the various other settlements, including, without limitation, the UCC Settlement, the OCC Settlement, and the Second Lien Notes Settlement, that are incorporated in the Plan. Such integrated compromise and settlement is fair, equitable, and reasonable, represents a sound exercise of the Debtors' business judgment, and is in the best interests of the Debtors and their Estates.

51. In accordance with the provisions of the Plan, including, without limitation, Articles IV.O, IV.HH, and IV.II of the Plan, on and after the Effective Date, the Reorganized Debtors shall retain and may enforce, sue on, settle, compromise, otherwise resolve, discontinue,

abandon, or dismiss all retained Causes of Actions other than the Assigned Third-Party Claims, the Assigned Insurance Rights, the Share Repurchase Claims, Causes of Actions transferred to and assumed by the General Unsecured Claims Trust, the Asbestos Trust, and the Opioid MDT II without any further notice to or action, order, or approval of the Court.

52. Pursuant to the Bankruptcy Code, including section 1123 of the Bankruptcy Code, and Bankruptcy Rule 9019, the Debtors have authority to propose and negotiate a resolution of their opioid-related liabilities and, with approval of the Court, enter into a resolution of their opioid-related liabilities through the Plan. The settlements reached between, and among, the Debtors and the opioid-related claimants, as embodied in the Plan, are fair, equitable and reasonable and were entered into in good faith based on arm's-length negotiations.

53. **Subordinated Claims**. The classification and manner of satisfying all Claims and Interests under the Plan takes into consideration all subordination rights, whether arising by contract or under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise; *provided* that, notwithstanding the foregoing, such Allowed Claims or Interests and their respective treatments set forth in the Plan shall not be subject to setoff, demand, recharacterization, turnover, disgorgement, avoidance, or other similar rights of recovery asserted by any Person. On notice to a Party so affected, the Debtors reserve the right under section 510 of the Bankruptcy Code, except where otherwise provided in the Plan, to apply for an order reclassifying any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto.

54. All subordination and related turnover rights that a Holder of a Claim or Interest may have with respect to any distribution to be made under the Plan, shall be discharged and terminated, and all actions related to the enforcement of such subordination and related turnover

rights shall be enjoined permanently. Accordingly, distributions under the Plan to Holders of Allowed Claims shall not be subject to payment of a beneficiary of such terminated subordination and related turnover rights, or to levy, garnishment, attachment, or other legal process by a beneficiary of such terminated subordination and related turnover rights.

55. **Releases by the Debtors**. The releases set forth in Article IX.B of the Plan (collectively, the "**Debtor Release**") constitute an essential and critical provision of the Plan and formed an integral part of the agreement among all parties in interest embodied in the Plan, as demonstrated by, among other things, the terms of the Restructuring Support Agreement. The Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, is: (a) within the jurisdiction of the Bankruptcy Court pursuant to 28 U.S.C. § 1334; (b) in exchange for the good and valuable consideration provided by the Released Parties; (c) a good faith and integrated settlement and compromise of the Claims released by the Debtor Release; (d) in the best interests of the Debtors, their Estates and all Holders of Claims and Equity Interests; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; (g) appropriately narrow in scope given that it expressly excludes (i) all Assigned Third-Party Claims and Assigned Insurance Rights, (ii) Claims or Causes of Action against Released Co-Defendants (which, for the avoidance of doubt, does not include Covidien plc or any of their affiliates) that (x) are commercial in nature, and (y) are unrelated to the Chapter 11 Cases or the subject matter of a Pending Opioid Action, (iii) Claims or Causes of Action arising from acts actual fraud, gross negligence, or willful misconduct, (iv) any post-Effective Date obligations of any party or Entity under the Plan, and any restructuring, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or

(v) any Claims which are reinstated pursuant to the Plan; and (h) a bar to any Entity or person asserting any Claim or Cause of Action released by Article IX.B of the Plan.

56. The Debtor Release appropriately offers protection to parties that constructively participated in the Debtors' restructuring efforts. Such protections from liability facilitated the participation of many of the Debtors' stakeholders in the negotiations and compromises that led to the Plan.

57. The Debtors, through independent board members and counsel, conducted separate diligence processes—one for Specialty Generics and one for all of the other Debtors—to evaluate whether the Debtor Release is consistent with the Debtors' fiduciary duties. The board members and counsel that conducted these diligence processes were well qualified, independent, and acted independently and not under the direction or influence of the Debtors. The aforementioned independent board members and counsel conducted a comprehensive and thorough investigation into potential claims the Estates may have against the Released Parties. The Debtors have exercised reasonable business judgment in determining to grant the Debtor Release against the Released Parties.

58. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. In light of, among other things, the significant contributions made by, or on behalf of, the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan, the Debtor Release is approved.

59. **Third-Party Release**. The releases set forth in Article IX.C of the Plan (collectively, the "**Third-Party Release**") are found to be consensual on the part of the Releasing Parties and within the jurisdiction of the Bankruptcy Court pursuant to 28 U.S.C. § 1334. The Third-Party Release is appropriately narrow in scope given that it expressly excludes any Claims

or Causes of Action arising from acts of actual fraud, gross negligence, or willful misconduct, and it excludes any post-Effective Date obligations of any party or Entity under the Plan, any restructuring, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claims which are reinstated pursuant to the Plan. The Third-Party Release is essential to the formulation, confirmation, and implementation of the Plan, as required by section 1123 of the Bankruptcy Code and a bar to any Entity or person asserting any Claim or Cause of Action released by Article IX.C of the Plan.

60. The scope of the Third-Party Release in the Plan is appropriately tailored to the facts and circumstances of the Chapter 11 Cases, and parties received due and adequate notice of the Third-Party Release and the opportunity to opt out of or object to the Third-Party Release. As set forth in the Confirmation Opinion, and notwithstanding anything to the contrary in this Confirmation Order, any creditor that claims they did not receive notice of their right to opt out will have the opportunity to seek relief from the Court to exercise their rights.

61. **Release by Holders of Opioid Claims**. The releases by Holders of Opioid Claims of the Protected Parties set forth in Article IX.D of the Plan constitute an essential and critical provision of the Plan and formed an integral part of the agreement among all parties in interest embodied in the Plan, as demonstrated by, among other things, the terms of the Restructuring Support Agreement, the Opioid Settlement (as defined in the Restructuring Support Agreement), and the OCC Settlement. The release by Opioid Claimants is: (a) within the jurisdiction of the Bankruptcy Court pursuant to 28 U.S.C. § 1334; (b) given in exchange for the good and valuable consideration provided by, or on behalf of, the Protected Parties; (c) a good-faith settlement and compromise of the Claims released by Article IX.D of the Plan; (d) in the best interests of the Debtors, their Estates, and all Opioid Claimants; (e) fair, equitable, and reasonable; (f) given and

made after due notice and opportunity for hearing; (g) appropriately narrow in scope given that it (i) expressly excludes (w) any post-Effective Date obligations of any party or Entity under the Plan, any post-Effective Date transaction contemplated by the restructuring, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any claims or causes of actions against any co-defendant of the Debtors (other than any Protected Party) in any opioid-related litigation, (x) Claims or Causes of Action arising out of, or related to, any act or omission of a Protected Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct, including findings after the Effective Date, (y) any post-Effective Date obligations of any party or Entity under the Plan, any restructuring, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claims which are reinstated pursuant to the Plan, and (z) any release or discharge of a consultant or expert having been retained to provide strategic advice for sales and marketing of opioid products who has received a civil investigative demand or other subpoena related to sales and marketing of opioid products from any state attorney general on or after January 1, 2019 through the Petition Date, and (ii) with respect to Co-Defendants and their Co-Defendant Related Parties, does not affect or alter (x) any treatment expressly set forth in Article III or Article V.G. of the Plan, (y) the preservation of Co-Defendant Defensive Rights as set forth in the Plan, including, without limitation, in Article IX.N of the Plan, or (z) any related substantive language set forth in the defined terms applicable to the foregoing clauses (x) or (y), as set forth in Article I of the Plan; (h) essential to the confirmation of the Plan; (i) consistent with sections 105, 1123, and 1129 of the Bankruptcy Code, other provisions of the

Bankruptcy Code, and other applicable law; and (j) a bar to any Opioid Claimant asserting any Claim or Cause of Action released pursuant to Article IX.D of the Plan.

62. Similar to the Debtor Release, the releases by the Opioid Claimants and its protections were necessary inducements to the participation of many of the Debtors' stakeholders in the negotiations and compromises that led to the Plan and the structure for the Debtors' reorganization. Specifically, the Protected Parties, individually and collectively, made significant contributions, or had significant contributions made on their behalf, to the Chapter 11 Cases, including negotiating and entering into the Restructuring Support Agreement and the Opioid Settlement (as defined in the Restructuring Support Agreement), the Debtors' and Reorganized Debtors' funding the Opioid MDT II Consideration, facilitating the creation of the Opioid MDT II and the Opioid Creditor Trusts, entering into and funding the OCC Settlement, and otherwise actively supporting the Debtors' reorganization. The release by the Opioid Claimants in favor of the Protected Parties therefore appropriately offers protection to the Protected Parties, including those that actively and constructively participated in and contributed to the Debtors' restructuring and without whom the proposed restructuring contemplated by the Plan could not have been achieved.

63. The litigation of the released claims against the Protected Parties by Holders of Opioid Claims would have conceivable effects on the *res* of the Estates. Litigation of such claims could deplete the value of certain insurance policies being retained by the Debtors, could lead to the assertion of indemnification and contribution claims against the Estates and the Reorganized Debtors, could distract the Reorganized Debtors' management and employees, could adversely affect the Reorganized Debtors' ability to attract, and maintain relationships with, skilled and qualified employees, managers, and consultants, and could otherwise prejudice the Estates or the

Opioid MDT II (and therefore reduce the value available for distribution to creditors and the Opioid Creditor Trusts).

64. The scope of the release by the Opioid Claimants in the Plan is appropriately tailored to the facts and circumstances of the Chapter 11 Cases, and parties received due and adequate notice of the release by the Opioid Claimants. In light of, among other things, the significant contributions by, or on behalf of, the Protected Parties to the Debtors' Estates, the largely consensual nature of the release by the Opioid Claimants as evidenced by substantially all of the classes of Opioid Claimants that voted to accept the Plan, and the critical nature of the release to the Plan, the release by Holders of Opioid Claims is approved.

65. **Release of Opioid Claimants and Released Co-Defendants and each of their Co-Defendant Related Parties**. The releases by the Protected Parties of Holders of Opioid Claims and Released Co-Defendants and each of their Co-Defendant Related Parties set forth in Article IX.E of the Plan constitute an essential and critical provision of the Plan and formed an integral part of the agreement among all parties in interest embodied in the Plan, as demonstrated by the terms of the OCC Settlement and the settlements embodied in the Plan with respect to the Released Co-Defendants and each of their Co-Defendant Related Parties. The release by the Protected Parties of the Holders of Opioid Claims and Released Co-Defendants and each of their Co-Defendant Related Parties is: (a) within the jurisdiction of the Bankruptcy Court pursuant to 28 U.S.C. § 1334; (b) in exchange for the good and valuable consideration provided by the Holders of Opioid Claims and Released Co-Defendants and each of their Co-Defendant Related Parties; (c) a good faith settlement and compromise of the Claims against the Holders of Opioid Claims and Released Co-Defendants and each of their Co-Defendant Related Parties released by the Protected Parties; (d) in the best interests of the Debtors, their Estates and all Holders of Claims

and Equity Interests; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; (g) appropriately narrow in scope given that it expressly excludes (i) all Assigned Third-Party Claims, Assigned Insurance Rights, and Share Repurchase Claims, (ii) any Claims or Causes of Action against a Holder of an Opioid Claim, Released Co-Defendant, or Co-Defendant Related Party arising from acts of actual fraud, gross negligence, or willful misconduct, (iii) any Cause of Action the Protected Parties are entitled to assert that is both (x) contractual or commercial in nature and (y) unrelated to the subject matter of Pending Opioid Actions, (iv) any Cause of Action the Debtors are entitled to assert, to the extent such Cause of Action is necessary for the administration and resolution of a Claim against a Debtor solely in accordance with the Plan, (v) any claim or right of the Debtors or the Reorganized Debtors arising in the ordinary course of the Debtors' or Reorganized Debtors' business, including, without limitation, any such claim with respect to taxes, (vi) the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Definitive Documents, this Confirmation Order or the Restructuring Transactions, and (vii) any post-Effective Date obligations of any party or Entity under the Plan, any restructuring, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claims which are reinstated pursuant to the Plan; (h) essential to the confirmation of the Plan; and (i) a bar to any Entity or person asserting any Claim or Cause of Action released by Article IX.E of the Plan.

66. Similar to the above releases, the releases by the Protected Parties of Holders of Opioid Claims and Released Co-Defendants and each of their Co-Defendant Related Parties and its protections were necessary inducements to the participation of many of the Debtors' stakeholders in the negotiations and compromises that led to the Plan, the OCC Settlement, the settlements embodied in the Plan with respect to the Released Co-Defendants and each of their

Co-Defendant Related Parties, and the structure for the Debtors' reorganization. Specifically, the Holders of Opioid Claims, individually and collectively, and the Official Committee of Opioid-Related Claimants made significant contributions to the Chapter 11 Cases, including negotiating and entering into the OCC Settlement and otherwise actively supporting the Debtors' reorganization. Further, Released Co-Defendants and each of their Co-Defendant Related Parties, individually and collectively, contributed to the Chapter 11 Cases by negotiating and entering into the settlements embodied in the Plan with respect to the Released Co-Defendants and each of their Co-Defendant Related Parties. The release by the Protected Parties of the Holders of Opioid Claims appropriately offers protection to parties who actively and constructively participated in and contributed to the Debtors' restructuring and without whom the proposed restructuring contemplated by the Plan could not have been achieved.

67. The scope of the release by the Protected Parties of Holders of Opioid Claims and Released Co-Defendants and each of their Co-Defendant Related Parties in the Plan is appropriately tailored to the facts and circumstances of the Chapter 11 Cases, and parties received due and adequate notice of the release by the Protected Parties. In light of, among other things, the value provided by the Opioid Claimants and the Official Committee of Opioid-Related Claimants, the contributions of the Released Co-Defendants and each of their Co-Defendant Related Parties, the consensual nature of the release by the Protected Parties, and the critical nature of the release to the Plan, the release by the Protected Parties of the Holders of Opioid Claims and Released Co-Defendants and each of their Co-Defendant Related Parties is approved.

68. **Exculpation**. The exculpation provisions set forth in Article IX.F of the Plan (the "**Exculpation**") are approved. The Exculpation is appropriate under applicable law because it was proposed in good faith, was formulated following extensive good faith, arm's length negotiations

with key constituents, is a key element of the Restructuring Support Agreement, the Second Lien Notes Settlement, the Opioid Settlement (as defined in the Restructuring Support Agreement), the OCC Settlement, the UCC Settlement, and the Plan, and is appropriately limited in scope, as it will have no effect on the liability of any Exculpated Party that results from any such act or omission that is determined by a Final Order to have constituted actual fraud, gross negligence, or willful misconduct. The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

69. The Exculpated Parties made significant contributions, or had significant contributions made on their behalf, to the Chapter 11 Cases and played an integral role in working towards the resolution of the Chapter 11 Cases. Accordingly, the exculpations contemplated by Article IX.F of the Plan are part of a fair and valid exercise of the Debtors' business judgment and are fair, reasonable, and appropriate under the circumstances of the Chapter 11 Cases.

70. **Injunctions**. The injunction provisions set forth in Articles IX.G-K of the Plan, including, without limitation, the Opioid Permanent Channeling Injunction, the Opioid Insurer Injunction, and the Settling Opioid Insurer Injunction: (a) are essential to the Plan; (b) are necessary to preserve and enforce the discharge and releases set forth in Articles IX.A and IX.B-E, respectively, of the Plan, the exculpation provisions in Article IX.F of the Plan, and the compromises and settlements implemented under the Plan; (c) are appropriately tailored to achieve that purpose; (d) are within the jurisdiction of this Court under 28 U.S.C. §§ 1334(a), 1334(b), and

1334(d); (e) are an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code; (f) are an integral element of the Restructuring Transactions incorporated into the Plan; (g) confer material benefits on, and are in the best interests of, the Debtors and their Estates, creditors, and other stakeholders; (h) are critical to the overall objectives of the Plan; and (i) are consistent with sections 105, 1123, and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code, and other applicable law. The injunction provisions set forth in Articles IX.G-K of the Plan, including, without limitation, the Opioid Permanent Channeling Injunction, the Opioid Insurer Injunction, and the Settling Opioid Insurer Injunction, were adequately disclosed and explained on the relevant Ballots, in the Disclosure Statement, and in the Plan. The record of the Confirmation Hearing and the Chapter 11 Cases is sufficient to support the injunction provisions set forth in Articles IX.G-K of the Plan.

71. The injunctions, releases, and exculpations set forth in Article IX of the Plan were adequately disclosed and explained in the Disclosure Statement, on the Ballots, through the Additional Opioid Notice Plan, in the Notices of Non-Voting Status, and in the Plan.

72. Further, the Supporting Parties, the Official Committee of Opioid-Related Claimants, the Official Committee of Unsecured Creditors, the Future Claimants' Representative, and the Ad Hoc Second Lien Notes Group affirmatively support the Plan, which includes the release and injunction provisions in favor of the Released Parties, the Protected Parties, and the Opioid Claimants (as applicable).

73. The record of the Confirmation Hearing and the Chapter 11 Cases is sufficient to support the injunctions, releases, and exculpations set forth in Article IX of the Plan. Based on the record of the Chapter 11 Cases, the representations of the parties, and the evidence proffered, adduced, and presented at the Confirmation Hearing, this Court finds that the injunctions, releases,

and exculpations set forth in Article IX of the Plan are consistent with the Bankruptcy Code and applicable law. The failure to implement such provisions would render the Debtors unable to confirm and consummate the Plan.

74. **Retained Causes of Action.** The provisions regarding the retention of Causes of Action in the Plan (other than the Assigned Third-Party Claims, the Assigned Insurance Rights, the Share Repurchase Claims, and Causes of Actions transferred to and assumed by the General Unsecured Claims Trust, the Asbestos Trust, and the Opioid MDT II), including, among others, Articles IV.O, IV.HH, and VI.II of the Plan, are appropriate and are in the best interests of the Debtors, their respective Estates, and their creditors. The list of retained Causes of Actions filed as part of the Plan Supplement adequately specifies the retained Causes of Actions under the Plan. In light of the foregoing, the Plan is consistent with section 1123(b)(3) of the Bankruptcy Code.

9. Section 1123(b)(4) – Sale of all or Substantially all of the Property of the Estate.

75. Section 1123(b)(4) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases. The Plan proposes no sale of all or substantially all of the property of the Estate.

10. Section 1123(b)(5) - Modification of the Rights of Holders of Claims.

76. Article III of the Plan modifies or leaves unaffected, as the case may be, the rights of Holders of each Class of Claims, and therefore, the Plan is consistent with section 1123(b)(5) of the Bankruptcy Code.

11. Section 1123(b)(6) - Other Provisions Not Inconsistent with Applicable Provisions of the Bankruptcy Code.

77. The Plan includes additional appropriate provisions that are not inconsistent with applicable provisions of the Bankruptcy Code, including: (a) the provisions of Article IV of the Plan regarding the means for executing and implementing the Plan; (b) the provisions of Article V of the Plan governing the treatment of Executory Contracts and Unexpired Leases, certain

contractual claims with respect to Co-Defendant Claims, and certain Compensation and Benefits Programs; (c) the provisions of Article VI of the Plan governing distributions on account of, among others, Allowed Claims (other than Opioid Claims), particularly as to the timing and calculation of amounts to be distributed; (d) the provisions of Article VII of the Plan governing resolution procedures and distributions on account of, among others, Disputed Claims (other than Opioid Claims); (e) the provisions of Articles IX.C and IX.D of the Plan regarding the Third-Party Release and the Release of Opioid Claimants; and (f) the provisions of Article X of the Plan regarding retention of jurisdiction by the Bankruptcy Court over certain matters after the Effective Date. The Plan is therefore consistent with section 1123(b)(6) of the Bankruptcy Code.

12. Section 1129(a)(2) - Compliance with Applicable Provisions of the Bankruptcy Code.

78. The Debtors have complied with all applicable provisions of the Bankruptcy Code, as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018. The Disclosure Statement and the procedures by which the Ballots for acceptance or rejection of the Plan were solicited and tabulated were fair, properly conducted, and in accordance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, and the Disclosure Statement Order. Consistent with Article XII.O of the Plan, the Debtors, the Reorganized Debtors, the Supporting Parties, the Future Claimants' Representative, the Official Committee of Unsecured Creditors, the Official Committee of Opioid-Related Claimants, and each of their respective current and former officers, directors, members (including *ex officio* members and any legal or financial advisors of any individual members), managers, employees, partners, advisors, attorneys, professionals, accountants, investment bankers, investment advisors, actuaries, Affiliates, financial advisors, consultants, agents, and other representatives of each of the foregoing Entities

(whether current or former, in each case in his, her or its capacity as such), have acted in "good faith" under section 1125(e) of the Bankruptcy Code. The Plan therefore complies with section 1129(a)(2) of the Bankruptcy Code.

13. Section 1129(a)(3) - Proposal of the Plan in Good Faith.

79. The Debtors proposed the Plan (including the Plan Supplement and all other documents necessary or appropriate to effectuate the Plan) in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has examined the totality of the circumstances surrounding the formulation of the Plan. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, and the record of the Confirmation Hearing. Based on the Disclosure Statement and the evidence presented at the Confirmation Hearing, the Bankruptcy Court finds and concludes that the Plan has been proposed with the legitimate and honest purpose of restructuring the Debtors' funded indebtedness, resolving their opioid-related liabilities, resolving other contingent liabilities, including without limitation, litigation liabilities, recapitalizing their businesses, and maximizing the value of the Debtors and the distributions available to their creditors. Moreover, the Plan itself and the arms' length negotiations amongst the Debtors, the Supporting Parties, the Future Claimants' Representative, the Official Committee of Unsecured Creditors, the Official Committee of Opioid-Related Claimants, the Ad Hoc Second Lien Notes Group, and other constituencies leading to the Plan's formulation, as well as the overwhelming support of creditors for the Plan, provide independent evidence of the Debtors' good faith in proposing the Plan. Further, the Plan's classification, indemnification, settlement, discharge, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with sections 105, 1122, 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and are each necessary

for the Debtors' successful reorganization. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

80. The Plan gives effect to many of the Debtors' restructuring initiatives, including implementing the value maximizing Restructuring Transactions. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code and the Debtors (and all of their respective officers, managers, directors, agents, independent contractors, financial advisors, consultants, attorneys, employees, partners, Affiliates, and representatives) have been, are, and will continue to act in good faith within the meaning of sections 1125(e) and 1126(e) the Bankruptcy Code if they proceed to: (a) consummate the Plan and the Restructuring Transactions and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized or contemplated by this Confirmation Order.

14. Section 1129(a)(4) - Bankruptcy Court Approval of Certain Professional Fee Payments as Reasonable.

81. Article II.A.2 of the Plan provides that all final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than 45 days after the Effective Date and that the Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior Bankruptcy Court orders.

82. All other payments made to or to be made by the Debtors for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been authorized by, approved by, or are subject to the approval of the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

With respect to payments being made under Article IV.X.8-9 of the Plan and otherwise to (a) stakeholder professionals out of distributions to creditors under the Private Opioid Creditor Trusts and (b) to the State Opioid Attorneys' Fee Fund and the Municipal and Tribe Opioid Attorneys' Fee Fund, such payments are hereby approved and are not within the scope of section 1129(a)(4); alternatively, to the extent any such payments are within the scope of section 1129(a)(4), based upon the record, the Court finds that such fees and costs are reasonable and are hereby approved.

83. Accordingly, subject to any other applicable order of the Bankruptcy Court, the Bankruptcy Court has reviewed or will review the reasonableness of the final fee applications under sections 328 and 330 of the Bankruptcy Code and any applicable case law. Thus, the Plan complies with section 1129(a)(4) of the Bankruptcy Code.

15. Section 1129(a)(5) - Disclosure of Identity of Proposed Management, Compensation of Insiders and Consistency of Management Proposals with the Interests of Creditors and Public Policy.

84. The Plan satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code because the Debtors have or will have disclosed solely to the extent such Persons are known and determined: (a) the identity of the members of the Reorganized Board; and (b) the nature and compensation for any insider who will be employed or retained by the Reorganized Debtors under section 101(31) of the Bankruptcy Code. The method of appointment of members of the Reorganized Board was consistent with the interests of Holders of Claims and Interests and public policy. The proposed officers and directors for the Reorganized Debtors are qualified, and their appointment to, or continuance in, such roles is consistent with the interests of Holders of Claims and Interests and with public policy.

85. Further, the Debtors will also have disclosed solely to the extent such Persons are known and determined the identity of the initial Opioid MDT II Trustee(s), the Opioid Creditor Trustees, the General Unsecured Claims Trustee, and the Asbestos Trustee. To the extent not

disclosed in the Plan Supplement, the identities and affiliations of the Opioid MDT II Trustee(s) and the Opioid Creditor Trustees shall be determined in accordance with Articles IV.U.1 and IV.X.2, respectively, of the Plan. Further, to the extent not disclosed in the Plan Supplement, the identities and affiliations of the General Unsecured Claims Trustee and the Asbestos Trustee shall be determined in accordance with Articles IV.HH.2 and IV.II.2, respectively, of the Plan. The appointment of such individuals to such positions, or the process by which such individuals have or will be identified or appointed, is consistent with the interests of Holders of Claims and public policy. Accordingly, the Plan satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

16. Section 1129(a)(6) - Approval of Rate Changes.

86. Section 1129(a)(6) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

17. Section 1129(a)(7) - Best Interests of Holders of Claims and Interests.

87. The Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. The evidence in support of the Plan that was proffered or adduced before and at the Confirmation Hearing, including the Eisenberg Declaration, the liquidation analysis attached to the Disclosure Statement as Exhibit E, and the facts and circumstances of the Chapter 11 Cases: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence; and (d) establishes that Holders of Allowed Claims or Interests in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code.

88. The Plan provides for recoveries that are no less than, and in all cases greater than, what creditors might receive in a hypothetical chapter 7 liquidation with specific regard to creditors in classes 5 through 10. The testimony of the Debtors' expert witnesses, specifically, Mr. Randall S. Eisenberg (*see generally* the Eisenberg Declaration), evidenced that no creditor would receive or retain an amount under the Plan on account of its Claim that is less than the amount that such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code. Specifically, on an aggregate basis, Class 5 Guaranteed Unsecured Notes Claims' recoveries under the Liquidation Analysis would be reduced to between fifteen percent (15%) and fifty-eight percent (58%) as compared to the Plan mid-point recovery of seventy-two percent (72%). *See* Eisenberg Declaration at ¶¶ 22-24. Furthermore, the Plan proposes providing the General Unsecured Claims Trust Consideration to Class 6 General Unsecured Claims pursuant to the Plan which is comprised of (a) Cash in the amount of $135,000,000 ($18,000,000 of which will go directly from the Reorganized Debtors to the Asbestos Trust), paid on the Effective Date; (b) the GUC Assigned Preference Claims; (c) the GUC Terlivaz CVR; (d) the GUC Assigned Sucampo Avoidance Claims; (e) the GUC Share Repurchase Proceeds; (f) the GUC VTS PRV Share; and (e) the GUC StrataGraft PRV Share, which is significantly more than the aggregate recoveries estimated under the Liquidation Analysis for Class 6 General Unsecured Claims of approximately $1 million to $6 million. *Id.* at ¶ 61. Distributions under the Plan are subject to ensuring Class 6 General Unsecured Claims receive no less than they are entitled to under the Debtors' Liquidation Analysis. *Id.* Similarly, Class 7 Trade Claims will receive a cash distribution of up to $50 million under the Plan which is significantly higher than the aggregate recoveries under the Liquidation Analysis of $0.1 million to $1 million. *Id.* With respect to individual

recoveries at every Debtor, each class of creditors will receive equal to or more under the Plan than what they would receive in a Chapter 7 liquidation. *Id.* at ¶¶ 22-24.

89. Under the Plan, the Opioid MDT II Consideration and General Unsecured Claims Trust Consideration will be distributed on account of contingent liability claims, including for Opioid Claims and General Unsecured Claims. The evidence at the Confirmation Hearing established that the value of certain Litigation Claims (as defined in the Liquidation Analysis), Opioid Claims against the Debtors, and the value of other litigation claims against related third-parties (*e.g.*, the Debtors' directors and officers) that any individual creditor would retain or recover in a hypothetical chapter 7 liquidation is speculative and not capable of estimation, and in any case, is less than what any individual creditor is entitled to under the Plan.

90. As provided in the Liquidation Analysis, the Debtors face various Litigation Claims (as defined in the Liquidation Analysis) including the Opioid Claims and certain Acthar related Claims. Various litigation related creditors have asserted Claims against the Debtors in amounts totaling billions of dollars, and in some instances trillions of dollars, and such Claims are asserted against several or all of the Debtors in many instances. The Litigation Claims (as defined in the Liquidation Analysis) and Opioid Claims remain unliquidated, contingent, or disputed, and the aggregate amounts of such Claims are unknown. The allowance of these unliquidated, contingent, or disputed Claims could meaningfully reduce recoveries to other Holders of General Unsecured Claims. As further provided in the Liquidation Analysis, under chapter 7, the Litigation Claims (as defined in the Liquidation Analysis) and Opioid Claims, or any portion of such Claims, would need to be resolved through litigation and a trustee would need to engage litigation counsel to defend and liquidate those Claims. This differs significantly from the Plan, which (a) establishes the Opioid MDT II and various Opioid Creditor Trusts to resolve and distribute recovery to the

Opioid Claimants through the relevant trust distribution procedures from the Opioid MDT II Consideration (which includes the Initial Opioid MDT II Payment, the New Opioid Warrants, the Opioid Deferred Cash Payments, the Assigned Third-Party Claims, the Assigned Insurance Rights, and the Opioid MDT II Share Repurchase Proceeds) provided by the Debtors, and (b) resolves Litigation Claims (as defined in the Liquidation Analysis) through the distribution of recoveries out of the General Unsecured Claims Trust Consideration.

91. Litigation in a chapter 7 liquidation is likely to be meaningfully more costly and time-consuming than resolving all Opioid Claims through the Opioid MDT II and Litigation Claims (as defined in the Liquidation Analysis) through the General Unsecured Claims Trust Consideration that are established under the Plan. The outcome of such litigation is not certain and could result in significant costs that would further dilute recoveries in a chapter 7 liquidation. All such litigation expenses would be paid in full ahead of any recovery to general unsecured creditors in a chapter 7 liquidation. An overwhelming majority of the voting creditors, including forty-nine (49) U.S. States and territories, and substantially all of the classes of Opioid Claimants voted to accept the Plan. The Plan provides for the release of such creditors' potential third party claims against the Released Parties and Protected Parties (as applicable). This level of support further indicates their belief that recoveries under the Plan are not less than the recoveries they would obtain in hypothetical chapter 7 liquidation, including recoveries on account of such third-party claims. The Plan therefore complies with section 1129(a)(7) of the Bankruptcy Code.

18. Section 1129(a)(8) - Acceptance of Plan by Impaired Classes.

92. Classes 1 and 2(a) (and 11-12 to the extent Unimpaired under the Plan) are each Classes of Unimpaired Claims or Interests that are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. As set forth in the Final Voting Report, the Accepting Voting Classes have voted to accept the Plan in accordance with section 1126(c) of the

Bankruptcy Code. The Deemed Rejecting Classes are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Rejecting Voting Classes have voted to reject the Plan. Although section 1129(a)(8) of the Bankruptcy Code is not satisfied with respect to the Deemed Rejecting Classes and the Rejecting Voting Classes, the Plan may nevertheless be confirmed because the Plan satisfies section 1129(b) of the Bankruptcy Code with respect to each such Class.

19. Section 1129(a)(9) - Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code.

93. Article II of the Plan provides for treatment of Administrative Claims, Priority Tax Claims, and Other Priority Claims, subject to certain bar date provisions consistent with Bankruptcy Rules 3002 and 3003, in the manner required by section 1129(a)(9) of the Bankruptcy Code.

20. Section 1129(a)(10) - Acceptance by at Least One Impaired Non-Insider Class.

94. As indicated in the Final Voting Report and as reflected in the record of the Confirmation Hearing, at least one Class of Claims or Interests that is Impaired under the Plan has voted to accept the Plan, disregarding any votes by insiders. Each of Classes 2(b)-(c) (to the extent Impaired under the Plan), Classes 4-9(g), and Class 10 are Impaired and have voted to accept the Plan, determined without including any acceptance of the Plan by an insider. The Plan therefore complies with section 1129(a)(10) of the Bankruptcy Code.

21. Section 1129(a)(11) - Feasibility of the Plan.

95. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence in support of the Plan that was proffered or adduced before and at the Confirmation Hearing, including the Eisenberg Declaration, and the financial projections attached to the Disclosure Statement as Exhibit D: (a) is reasonable, persuasive, credible, and accurate as of the dates such

evidence was prepared, presented, or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence; (d) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan; and (e) together with the Court's *Opinion and Final Order* [Docket No. 5886] denying the *Motion Of Attestor Limited And Humana Inc. For Entry Of An Order Allowing And Compelling Payment Of Administrative Claims Pursuant To Section 503(B) Of The Bankruptcy Code* [Docket No. 2159] and sustaining the *Debtors' Objection to Certain Acthar-Related Administrative Claims* [Docket No. 3529], establishes that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

22. Section 1129(a)(12) - Payment of Bankruptcy Fees.

96. The Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code. Articles II.D and XI.C of the Plan provides for the payment of all fees due and payable pursuant to 28 U.S.C. § 1930 by the Debtors or the Reorganized Debtors, as applicable.

23. Section 1129(a)(13) - Retiree Benefits.

97. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. Section 1129(a)(13) of the Bankruptcy Code requires a plan to provide for retiree benefits (as defined in section 1114 of the Bankruptcy Code) at levels established pursuant to section 1114 of the Bankruptcy Code. Article V.H of the Plan provides that the Reorganized Debtors shall honor all of the Debtors' Compensation and Benefits Programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards), including, without limitation, all retiree benefits programs. Accordingly, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code; *provided, however,* that nothing in this Confirmation Order will be construed to restrict or enlarge the Reorganized Debtors' rights to modify any such retiree benefits

(including health and welfare benefits) under applicable non-bankruptcy law; and *provided*, *further*, *however*, that nothing in the Plan or this Confirmation Order approves or authorizes the Debtors to make any payments or otherwise satisfy any Claims in violation of section 503(c) of the Bankruptcy Code.

24. Sections 1129(a)(14), (a)(15), and (a)(16) of the Bankruptcy Code are Inapplicable.

98. The Debtors are not (i) required to pay any domestic support obligations, (ii) individuals, or (iii) nonprofit corporations or trusts. Accordingly, sections 1129(a)(14) through (16) of the Bankruptcy Code are not applicable.

25. Section 1129(b) - Confirmation of the Plan Over the Non-Acceptance of Impaired Classes.

99. Pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan may be confirmed despite the fact that the Deemed Rejecting Classes and the Rejecting Voting Classes have not accepted the Plan because the Plan meets the "cramdown" requirements for confirmation under section 1129(b) of the Bankruptcy Code. Other than the requirement in section 1129(a)(8) of the Bankruptcy Code with respect to the Deemed Rejecting Classes and the Rejecting Voting Classes, all of the requirements of section 1129(a) of the Bankruptcy Code have been met. The Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Classes and the Rejecting Voting Classes; *provided, however*, with respect to Class 9(h), nothing in this paragraph or in any other provision of this Confirmation Order shall alter or modify the rights, protections, and treatment set forth in the Plan for Holders of Allowed Claims in such Class, including as described in the definition of "Other Opioid Claimant Pro Rata Share" in the Plan. No Class of Claims and Interests junior to any of the Deemed Rejecting Classes or the Rejecting Voting Classes will receive or retain any property on account of their Claims and Interests, and no Class of Claims or Interests senior to the Deemed Rejecting Classes or the Rejecting Voting

Classes is receiving more than full payment on account of the Claims and Interests in such Class. The Plan therefore is fair and equitable, does not discriminate unfairly with respect to any of these Classes, and complies with section 1129(b) of the Bankruptcy Code.

26. Section 1129(c) - Only One Plan.

100. The Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code. The Plan (including previous versions thereof) is the only chapter 11 plan filed in the Chapter 11 Cases.

27. Section 1129(d) - Purpose of Plan.

101. The primary purpose of the Plan is not avoidance of taxes or avoidance of the requirements of section 5 of the Securities Act of 1933, 15 U.S.C. § 77e, and there has been no objection filed by any governmental unit asserting such avoidance. The Plan therefore complies with section 1129(d) of the Bankruptcy Code.

28. Satisfaction of Confirmation Requirements.

102. As set forth above, the Plan complies in all respects with the applicable requirements of section 1129 of the Bankruptcy Code.

Q. GOOD FAITH PARTICIPATION

103. Based upon the record before the Bankruptcy Court, the Debtors, the Supporting Parties, the Future Claimants' Representative, the Official Committee of Unsecured Creditors, the Official Committee of Opioid-Related Claimants, the Ad Hoc Second Lien Notes Group, the Ad Hoc Group of Hospitals, the Ad Hoc Group of Personal Injury Victims, the Emergency Room Physicians Group, the NAS Committee, the Public School Mediation Participants, the Third-Party Payor Group, and each of their respective members, officers, directors, shareholders, employees, representatives, advisors, attorneys, financial advisors, investment bankers and agents have acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all their

respective activities relating to the Chapter 11 Cases, and the negotiation and pursuit of confirmation of the Plan. Therefore, they are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and by the releases and the exculpatory and injunctive provisions set forth in Article IX of the Plan.

R. AGREEMENTS AND OTHER DOCUMENTS

104. The Debtors have disclosed all material facts, to the extent applicable, regarding: (a) the adoption of the New Governance Documents or similar organizational documents; (b) the identity of the members of the Reorganized Board (to the extent known)[14] and the initial Opioid MDT II Trustees; (c) the method and manner of distributions under the Plan, including the Opioid Deferred Cash Payments and the Opioid Deferred Cash Payments Terms; (d) the issuance of New Mallinckrodt Ordinary Shares and New Opioid Warrants; (e) the execution of and entry into the New Opioid Warrant Agreement, the Registration Rights Agreement, and the Exit Financing Documents; (f) the execution and entry into the Opioid MDT II Documents, the Opioid Creditor Trust Documents (as applicable), the General Unsecured Claims Trust Documents, and the Asbestos Trust Documents; (g) the adoption, execution, and implementation of the other matters provided for under the Plan, including those involving corporate or limited liability company (as applicable) action to be taken by or required of the Debtors or the Reorganized Debtors, as applicable, and including all actions contemplated by the Restructuring Transactions Memorandum; (h) the OCC Settlement, the UCC Settlement, and the Second Lien Notes Settlement; (i) securities registration exemptions; (j) the exemption under section 1146(a) of the

[14] Pursuant to the terms of the Plan and the Sixth Plan Supplement [Docket No. 5716] filed on December 7, 2021, the Debtors will file additional plan supplement(s) disclosing the identity of additional directors proposed to serve as members of the Reorganized Board as of the Effective Date.

Bankruptcy Code; (k) the New Credit Facilities, New Takeback Term Loans, Takeback Second Lien Notes, and New Second Lien Notes; (l) the Management Incentive Plan; (m) the Opioid MDT II, the Opioid Creditor Trusts, the General Unsecured Claims Trust, and the Asbestos Trust; (n) the implementation of the Opioid Operating Injunction; and (o) adoption, execution, and delivery of all contracts, leases, instruments, securities, releases, indentures, and other agreements related to any of the foregoing.

S. REJECTIONS OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

105. Each rejection of an Executory Contract or Unexpired Lease pursuant to Article V of the Plan shall be legal, valid, and binding upon the applicable Debtor and all non-Debtor parties to such Executory Contract or Unexpired Lease, all to the same extent as if such rejection had been effectuated pursuant to an appropriate authorizing order of the Bankruptcy Court entered prior to the Confirmation Date under section 365 of the Bankruptcy Code.

T. EXIT FINANCING DOCUMENTS

106. The Exit Financing Documents, the New Credit Facilities, New Takeback Term Loans, the Takeback Second Lien Notes, and the New Second Lien Notes to which they relate, are, individually and collectively, essential elements of the Plan, and entry into the Exit Financing Documents is in the best interests of the Debtors, their Estates, and the Holders of Claims and Equity Interests. The New Credit Facilities, New Takeback Term Loans, the Takeback Second Lien Notes, and the New Second Lien Notes are necessary and appropriate for confirmation and consummation of the Plan and the operations of the Reorganized Debtors and are key to the feasibility of the Plan. The New Credit Facilities, New Takeback Term Loans, the Takeback Second Lien Notes, and the New Second Lien Notes are the best financing alternative available to the Debtors, and the Debtors have exercised sound business judgment in determining to enter into

the Exit Financing Documents and have provided adequate notice thereof. The terms of the Exit Financing Documents set forth in the Plan Supplement are fair and reasonable and have been negotiated in good faith and at arm's length among the Debtors and the applicable agents, lenders, and/or arrangers, without the intent to hinder, delay, or defraud any creditor of the Debtors, and any credit extended and loans made or deemed made to the Reorganized Debtors by the aforementioned applicable agents, lenders, and/or arrangers, pursuant to the Exit Financing Documents, and the creation and perfection of the liens in connection therewith, and any fees paid thereunder, are deemed to have been extended, issued, made or deemed made, created and perfected in good faith and for legitimate business purposes. The Reorganized Debtors' entry into, and the terms of, the Exit Financing Documents and the payment of fees and expenses in connection therewith are fair and reasonable, reflect the Debtors' and Reorganized Debtors' exercise of prudent business judgment consistent with their fiduciary duties and are supported by reasonably equivalent value and fair consideration. The terms and conditions of the New Credit Facilities, New Takeback Term Loans, the Takeback Second Lien Notes, the New Second Lien Notes, and any other Exit Financing Documents are fair and reasonable and are approved. For the avoidance of doubt, certain Exit Financing Documents and other Plan Supplement documents, including the terms of the Exit Financing Documents (including those attached as part of the Plan Supplement) and the Opioid Deferred Cash Payments Terms and any related documents (including those attached as part of the Plan Supplement), remain subject to ongoing negotiation between the parties thereto and the terms of the Plan and, as applicable, the Restructuring Support Agreement.

U. OPIOID DEFERRED CASH PAYMENTS

107. The Opioid Deferred Cash Payments and the Opioid Deferred Cash Payments Terms and the additional documentation relating thereto (the "**Opioid Deferred Cash Payments Documents**") (which shall be deemed an attachment to, and an integral part of, this Confirmation

Order) are essential elements of the Plan and are in the best interests of the Debtors, their Estates, and the Holders of Claims and Equity Interests. The Opioid Deferred Cash Payments, the Opioid Deferred Cash Payments Terms, and the Opioid Deferred Cash Payments Documents are necessary and appropriate for confirmation and consummation of the Plan and the operations of the Reorganized Debtors and are key to the feasibility of the Plan. The Debtors have exercised sound business judgment in agreeing to make the Opioid Deferred Cash Payments in accordance with the Plan, the Opioid Deferred Cash Payments Terms, and the Opioid Deferred Cash Payments Documents, and have provided adequate notice thereof. The Opioid Deferred Cash Payments, the Opioid Deferred Cash Payments Terms, and the Opioid Deferred Cash Payments Documents are fair and reasonable, and have been negotiated in good faith and at arm's length among the relevant parties without the intent to hinder, delay, or defraud any creditor of the Debtors. The Reorganized Debtors' obligation to make the Opioid Deferred Cash Payments in accordance with the Plan, the Opioid Deferred Cash Payments Terms, and the Opioid Deferred Cash Payments Documents is fair and reasonable, reflect the Debtors' and Reorganized Debtors' exercise of prudent business judgment consistent with their fiduciary duties and are supported by reasonably equivalent value and fair consideration. The Opioid Deferred Cash Payments Terms and the Opioid Deferred Cash Payments Documents are fair and reasonable and are approved and are enforceable as an integral part of this Confirmation Order.

V. THE UCC SETTLEMENT

108. Entry into the UCC Settlement is in the best interests of the Debtors, their Estates, and the Holders of Claims and Equity Interests and is necessary and appropriate for consummation of the Plan. The Debtors have exercised sound business judgment in determining to enter into the UCC Settlement and have provided adequate notice thereof. The UCC Settlement has been negotiated in good faith and at arm's length and is deemed to have been made in good faith and

for legitimate business purposes. The terms and conditions of the UCC Settlement set forth in that certain *Mallinckrodt GUC Settlement Term Sheet*, filed at [Docket No. 4121-1] and further described in the Plan, including the UCC Appendix, are fair and reasonable and are approved.

W. THE OCC SETTLEMENT

109. Entry into the OCC Settlement is in the best interests of the Debtors, their Estates, and the Holders of Claims and Equity Interests and is necessary and appropriate for consummation of the Plan. The Debtors have exercised sound business judgment in determining to enter into the OCC Settlement and have provided adequate notice thereof. The OCC Settlement has been negotiated in good faith and at arm's length and is deemed to have been made in good faith and for legitimate business purposes. The terms and conditions of the OCC Settlement set forth in that certain *Global Opioid Settlement Term Sheet*, filed at [Docket No. 4121-2] and further described in the Plan are fair and reasonable and are approved.

X. THE SECOND LIEN NOTES SETTLEMENT

110. Entry into the Second Lien Notes Settlement is in the best interests of the Debtors, their Estates, and the Holders of Claims and Equity Interests and is necessary and appropriate for consummation of the Plan. The Debtors have exercised sound business judgment in determining to enter into the Second Lien Notes Settlement and have provided adequate notice thereof. The Second Lien Notes Settlement has been negotiated in good faith and at arm's length and is deemed to have been made in good faith and for legitimate business purposes. The terms and conditions of the Second Lien Notes Settlement set forth in that certain *Settlement Second Lien Notes Summary Terms*, filed at [Docket No. 4121-3] and further described in the Plan are fair and reasonable and are approved. For the avoidance of doubt, on the Effective Date, each Holder of Allowed Second Lien Notes Claims shall receive, in addition to New Second Lien Notes, its Pro Rata Share of accrued and unpaid interest on the Second Lien Notes to, but excluding, the Effective Date.

111. The Second Lien Notes Indenture Trustee diligently and in good faith discharged its duties and obligations pursuant to the Second Lien Notes Indenture and otherwise conducted itself with respect to all matters in any way related to the Second Lien Notes Claims, with the same degree of care and skill that a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Holders of Second Lien Notes Claims have not received disparate treatment under the Plan and the treatment is consistent with the terms and conditions under the Second Lien Notes Indenture. Accordingly, the Second Lien Notes Indenture Trustee has discharged its duties fully and in accordance with the Second Lien Notes Indenture.

Y. NEW OPIOID WARRANT AGREEMENT

112. The New Opioid Warrant Agreement and the New Opioid Warrants are essential elements of the Plan, the Restructuring Support Agreement, the Opioid Settlement (as defined in the Restructuring Support Agreement), and the OCC Settlement, and entry into the New Opioid Warrant Agreement is in the best interests of the Debtors and their Estates and necessary and appropriate for consummation of the Plan and the operations of the Reorganized Debtors. The Debtors have exercised sound business judgment in determining to enter into the New Opioid Warrant Agreement and have provided adequate notice thereof. The New Opioid Warrant Agreement has been negotiated in good faith and at arm's length and is deemed to have been made in good faith and for legitimate business purposes. The terms and conditions of the New Opioid Warrant Agreement are fair and reasonable and are approved.

Z. REGISTRATION RIGHTS AGREEMENT

113. The Registration Rights Agreement is an essential element of the Plan, and entry into the Registration Rights Agreement is in the best interests of the Debtors and their Estates and necessary and appropriate for consummation of the Plan and the operations of the Reorganized Debtors. The Debtors have exercised sound business judgment in determining to enter into the

Registration Rights Agreement and have provided adequate notice thereof. The material terms of the Registration Rights Agreement have been negotiated in good faith and at arm's length and are deemed to have been made in good faith and for legitimate business purposes. The terms and conditions of the Registration Rights Agreement set forth in the Plan Supplement are fair and reasonable and are approved.

AA. LIKELIHOOD OF SATISFACTION OF CONDITIONS PRECEDENT TO EFFECTIVE DATE

114. Without limiting or modifying the respective rights of the Debtors, the Supporting Parties, the Official Committee of Opioid-Related Claimants, the Official Committee of Unsecured Creditors, the Ad Hoc Second Lien Notes Group, and the Future Claimants' Representative under Article VIII.B of the Plan, the Debtors believe that each of the conditions precedent to the Effective Date, as set forth in Article VIII.A of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Article VIII.B of the Plan.

BB. VALUATION

115. The valuation analysis pertaining to the Reorganized Debtors set forth in the Disclosure Statement at Exhibit F (as supplemented by the additional analysis relating thereto set forth in the Mehta Declaration in response to certain specified updates made by the Debtors to the Reorganized Debtors' forecast through 2025 and testimony on November 1, 2021) was prepared in accordance with commonly used valuation principles and practices and is a fair and reasonable estimate of the total enterprise value and implied estimated equity value of the Reorganized Debtors on a post-emergence consolidated going concern basis for the purpose of providing adequate information to Holders of Claims against or Interests in the Debtors to make an informed judgment about the Plan, including for the purpose of estimating the recovery ranges of potential distributions under the Plan.

CC. IMPLEMENTATION AND BINDING EFFECT

116. All documents and agreements necessary or appropriate to implement the Plan, including those contained in the Plan Supplement, and all other relevant and necessary documents (including, without limitation, the New Governance Documents, the New Opioid Warrant Agreement, the Registration Rights Agreement, the Exit Financing Documents, the Opioid Deferred Cash Payments, the Opioid Deferred Cash Payments Terms, the Opioid Deferred Cash Payments Documents and the Federal/State Acthar Settlement Agreements) have been negotiated in good faith and at arm's length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution (subject to the terms of the Plan, as applicable), be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The Debtors have exercised reasonable business judgment in determining which agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. The terms and conditions of such documents and agreements (in each case, subject to the terms of the Plan, as applicable) have been and are continuing to be negotiated in good faith, at arm's length, are fair and reasonable, and are approved. The Debtors and Reorganized Debtors, as applicable, are authorized, without any further notice to or action, order, or approval of this Court, to (a) finalize and execute and deliver all agreements, documents, instruments, and certificates relating thereto and perform their obligations thereunder in accordance with the Plan, (b) incur the indebtedness and other obligations and provide the guarantees, in each case, contemplated by the Exit Financing Documents, the Opioid Deferred Cash Payments, the Opioid Deferred Cash Payments Terms, and the Opioid Deferred Cash Payments Documents, and (c) grant the liens securing the obligations incurred under the Exit Financing Documents.

117. Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of this Confirmation Order,

the provisions of the Plan, the Plan Supplement, and this Confirmation Order shall bind the Debtors, the other Protected Parties, all Released Parties, all Holders of Claims against or Interests in any Debtors, all parties to executory contracts and unexpired leases with any of the Debtors, and all other parties in interest in the Chapter 11 Cases, including the Debtors' Insurers, and each of their respective heirs, executors, administrators, estates, successors and assigns.

DD. ADDITIONAL OPIOID NOTICE PLAN

118. The Additional Opioid Notice Plan was necessary and appropriate given there was no claims bar date in the Chapter 11 Cases for Holders of Opioid Claims. The uncontroverted testimony set forth in the Finegan Declarations confirms that the Additional Opioid Notice Plan approved by this Court was incredibly extensive in its reach, having reached an estimated 91% of all adults 18 years of age and older in the United States with an average frequency of message exposure of six times, and an estimated 82% of all adults 18 years of age and older in Canada, with an average frequency of message exposure of six times, and was conducted in four languages through (a) direct mailings to certain individuals and entities, (b) network broadcast, cable, and streaming television, (c) terrestrial and streaming radio, (d) print media (e.g., magazines and newspapers), (e) online display (e.g., banner advertising on websites), (f) internet search terms (e.g., Google), (g) digital video and social media campaigns (e.g., Facebook, Instagram, Twitter, YouTube, and TikTok), (h) earned media (e.g., press releases), and (i) territorial and tribal media.

119. In the U.S. and the U.S. Territories, print media served approximately 4 million impressions, television and radio advertisements served over 218 million impressions, and the digital campaign served over 943 million impressions. In Canada, print media served approximately 15 million impressions, and the digital campaign served over 309 million impressions. In aggregate, the Additional Opioid Notice Plan collectively served over 1.1 billion impressions in the U.S. and the U.S. Territories and 324 million impressions in Canada. The

Debtors' designated opioid claimant website, www.MNKVote.com, received more than 310,900 website visitors with 368,100 page views and provided potential Opioid Claimants with a customized online Ballot to cast a vote on the Plan.

120. Additionally, and as part of the Additional Opioid Notice Plan, and in accordance with the Disclosure Statement Order, on September 30, 2021, certain notice materials and explanatory letters prepared by the Debtors and the Official Committee of Opioid-Related Claimants were mailed to approximately 31,495 pro se opioid creditors with opioid-related claims in the Purdue Pharma L.P. chapter 11 cases [*see* Docket No. 4587].

121. As a result, this Court determines that the Additional Opioid Notice Plan was reasonable and appropriate, and provided due, proper, adequate, timely, and sufficient notice of, among other things, the Chapter 11 Cases, the Plan, the Voting Deadline, the Opioid Voting Deadline, the Confirmation Hearing, the procedures to cast a vote on the Plan, the releases, the exculpatory provisions, and the injunctions set forth in Article IX of the Plan, including the Opioid Permanent Channeling Injunction, in satisfaction of the requirements of Bankruptcy Rule 3016(c), to both known and unknown Holders of Opioid Claims, and that such parties have had an opportunity to appear and be heard with respect thereto, and such that both known and unknown Holders of Opioid Claims are bound by the terms of the Plan. The Court also finds that notice was reasonably calculated, under all the circumstances, to apprise Opioid Claimants of the Chapter 11 Cases and the Confirmation Hearing, and afford them an opportunity to present their objections to the Plan as set forth in *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950).

EE. THE OPIOID PERMANENT CHANNELING INJUNCTION AND THE FUTURE CLAIMANTS' REPRESENTATIVE

122. As of the Petition Date, there were a substantial amount of personal opioid related lawsuits pending against the Debtors throughout the country. Equitable treatment of Holders of

Opioid Claims and Opioid Demands depends on all such claimants being subject to the same rules and procedures as provided under the terms of the Opioid MDT II Documents and Opioid Creditor Trusts Documents. Without the Opioid MDT II and the Opioid Creditor Trusts as provided by the Plan, Holders of Opioid Claims would be forced to litigate their Claims in the tort system as they arise and the relief available would likely be inconsistent. That would devolve into a race to the courthouse, with the result that the Debtors' limited resources would be consumed by those claimants who are first to file suit. In such case, Holders of earlier asserted Opioid Claims might be paid in full, while Holders of later Opioid Claims may be paid less or go unsatisfied altogether.

123. The terms of the Opioid Permanent Channeling Injunction, including any provisions barring actions against the Debtors (including the Protected Parties), are set out in conspicuous language in the Disclosure Statement and Article IX.H of the Plan. The Classes of Holders of Opioid Claims are to be addressed by the Opioid MDT II and/or the Opioid Creditor Trusts, as applicable. As stated in the Final Voting Report, of the Holders of Opioid Claims in Classes 8(a)-(d) that voted, well over 95 percent voted to accept the Plan. Similarly, of the Holders of Opioid Claims in Classes 9(a)-(h) that voted, well over 95 percent voted to accept the Plan.

124. As set forth in Article IX.H of the Plan, the sole recourse of any Opioid Claimant on account of its Opioid Claims (including Opioid Demands) based upon or arising from the Debtors' pre-Effective Date conduct or activities shall be to the Opioid MDT II or the Opioid Creditor Trusts, as applicable, pursuant to Article IX.H of the Plan and the Opioid MDT II Documents or the Opioid Creditor Trust Documents, as applicable. The Opioid MDT II and the Opioid Creditor Trusts, as applicable, will have the sole and exclusive authority as of the Effective Date to satisfy or defend against all Opioid Claims, in accordance with the Opioid MDT II Documents or the Opioid Creditor Trust Documents, as applicable.

125. The Interests of Future Opioid PI Claimants have been represented by the Future Claimants' Representative. The Future Claimants' Representative, Mr. Roger Frankel, was engaged by the Debtors prior to the commencement of the Chapter 11 Cases, and appointed by the Court following the commencement of the Chapter 11 Cases, for the purpose of, among other things, protecting the rights of Future Opioid PI Claimants. Mr. Frankel has extensive experience with mass-tort bankruptcies. The Future Claimants' Representative adequately protected the rights of Future Opioid PI Claimants. The PI Trust will operate through mechanisms that provide reasonable assurance that the PI Trust will value, and be in a financial position to pay, present PI Opioid Claims and similar PI Opioid Demands in substantially the same manner. The PI Trust Documents, and the mechanisms, criteria and procedures therein for operating the PI Trust and addressing PI/NAS Opioid Claims, are fair and equitable with respect to PI Opioid Claimants in light of the benefits to be provided to the PI Opioid Trust on behalf of the Debtors and the other Protected Parties.

126. Further, the Future Claimants' Representative fulfilled his responsibilities and fiduciary duties to his respective constituency pursuant to the applicable appointment order.

127. To the extent a Person attempts to bring a Future Opioid PI Claim against the Debtors, the other Released Parties, and/or the other Protected Parties, such Future Opioid PI Claims shall be channeled to the PI Trust pursuant to Article IX.H of the Plan and in accordance with the applicable PI Trust Documents.

FF. OPIOID ATTORNEYS' FEES AND COSTS

128. The opioid attorney fees and costs provisions set forth in Article IV.X.8-9 of the Plan are fair, appropriate, and constitute an integral part of the resolution of the Chapter 11 Cases and the Opioid Settlement (as defined in the Restructuring Support Agreement). Such provisions embody negotiated settlements as described in the Mediator's Report filed by Kenneth R. Feinberg

on October 22, 2021. The Mediator's Report is persuasive and credible. Such attorney fees and cost provisions set forth in Article IV.X.8-9 of the Plan (i) were the product of good-faith, hard fought arm's-length discussions and mediations that spanned many months; (ii) with respect to the contingency fee resolutions with respect to the payment of the (a) Municipal and Tribe Opioid Attorneys' Fee Fund, (b) State Opioid Attorneys' Fee Fund, (c) Hospital Attorney Fee Fund, (d) NAS Monitoring Attorney Fee Fund, (e) Ratepayer Attorney Fee Fund, (f) Emergency Room Physicians Attorney Fee Fund, (g) payment of attorneys' fees for the Ad Hoc Group of Personal Injury Victims and the NAS Committee Ratepayer Costs and Expenses, as well as the funding of the Common Benefit Fund Escrow (items (a)-(g) and the Common Benefit Escrow shall be referred to as the "Public/Private Fee and Expense Settlement") are consistent with fee awards, arrangements, and assessments agreed upon in other similar mass tort cases; (iii) are consistent with fee awards, arrangements, and assessments in similar mass tort situations; (iv) with respect to such percentages agreed upon in Article IV.X.8-9 of the Plan are well within the range of reasonableness; (v) with respect to the Common Benefit Fund assessments were the reasonable result of the work of the public creditor contingency fee counsel that has benefited all other opioid claimant constituents; and (vi) as evidenced by the Public/Private Fee and Expense Settlement are necessary and integral to the Plan and the success of the Chapter 11 Cases, are in the best interests of the Debtors, their Estates, and the Holders of Claims and Interests, are fair, equitable, and reasonable and meet the standard for approval under Bankruptcy Rule 9019 and applicable law for the foregoing reasons as they (w) will avoid costly, protracted litigation over Confirmation of the Plan; (x) are far above the lowest range of reasonableness; (y) were heavily negotiated and extensively disclosed in the Disclosure Statement; and (z) were approved overwhelmingly by opioid claimants voting on the Plan.

GG. ADDITIONAL FINDINGS REGARDING CHAPTER 11 CASES AND PLAN

129. The Released Parties, individually and collectively, made significant contributions, or had significant contributions made on their behalf, to the Chapter 11 Cases, including negotiating and entering into the Restructuring Support Agreement and the Opioid Settlement (as defined in the Restructuring Support Agreement), the Debtors' providing funding for the Chapter 11 Cases, the Debtors' and Reorganized Debtors' funding the Opioid MDT II Consideration, facilitating the creation of the Opioid MDT II, the Opioid Creditor Trusts, and the General Unsecured Claims Trust, permitting use of their collateral during these Chapter 11 Cases, entering into the OCC Settlement, UCC Settlement, and Second Lien Notes Settlement, and funding each of the settlements, as applicable, and otherwise actively supporting the Debtors' reorganization. Nothing set forth in this paragraph 129 is to be construed as a finding that the Third-Party Release in Article IX.C of the Plan meets the tests for non-consensual third-party releases in the Third Circuit, an issue not considered or ruled on by the Court.

130. **Non-Precedential Effect for Holders of Opioid Claims.** The Plan, the Plan Supplement, and this Confirmation Order shall constitute a good faith full and final comprehensive compromise and settlement of Opioid Claims and controversies based upon the unique circumstances of these Chapter 11 Cases (such as the unique facts and circumstances relating to these Debtors as compared to other defendants in the general opioid litigations, and the need for an accelerated resolution without litigation) such that (a) none of the foregoing documents, nor any materials used in furtherance of Confirmation (including, but not limited to, the Disclosure Statement, and any notes related to, and drafts of, such documents and materials), may be offered into evidence, deemed an admission, used as precedent, or used by any party or Person in any context whatsoever beyond the purposes of the Plan, in any other litigation or proceeding except

as necessary, and as admissible in such context, to enforce their terms and to evidence the terms of the Plan before the Bankruptcy Court or any other court of competent jurisdiction, and (b) any obligation by any party, in furtherance of such compromise and settlement, to not exercise rights that might be otherwise applicable to such party shall be understood to be an obligation solely in connection with this specific compromise and settlement and to be inapplicable in the absence of such compromise and settlement. The Plan, the Plan Supplement, and this Confirmation Order shall be binding as to the matters and issues described therein, but will not be binding with respect to similar matters or issues that might arise in any other litigation or proceeding involving Opioid Claims in which none of the Debtors, the Reorganized Debtors, the Opioid MDT II, or the Opioid Creditor Trusts is a party; *provided* that such litigation or proceeding is not to enforce or evidence the terms of the Plan, the Plan Supplement, or this Confirmation Order. Any Opioid Claimants' support of, or position or action taken in connection with, the Plan, the Plan Supplement, and this Confirmation Order may differ from his position or testimony in any other litigation or proceeding except in connection with these Chapter 11 Cases. Further, the treatment of Opioid Claims as set forth in the Plan is not intended to serve as an example for, or represent the parties' respective positions or views concerning any other chapter 11 cases relating to opioid products, nor shall it be used as precedent by any Entity or party in any other chapter 11 cases related to opioid products.

II. ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

A. FINDINGS OF FACT AND CONCLUSIONS OF LAW

131. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule

9014. To the extent that any finding of fact is determined to be a conclusion of law, it is deemed so, and vice versa.

B. CONFIRMATION OF THE PLAN

132. The Plan, a copy of which is attached hereto as **Exhibit A**, along with each of its provisions (whether or not specifically approved herein) and all operative exhibits and schedules thereto, is confirmed, as modified by this Confirmation Order, in each and every respect pursuant to section 1129 of the Bankruptcy Code. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors reserve the right, in accordance with the terms of the Restructuring Support Agreement and subject to any applicable consent rights set forth in the Plan, to alter, amend, update, or modify the Plan Supplement before the Effective Date in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary or appropriate to carry out the purpose and intent of the Plan. The terms of the Plan, the Plan Supplement, and the exhibits and schedules thereto are incorporated by reference into this Confirmation Order, and the provisions of the Plan and this Confirmation Order are non-severable and mutually dependent. Notwithstanding the foregoing, unless otherwise provided in this Confirmation Order, if there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

133. The failure specifically to identify or refer to any particular provision of the Plan or any other agreement in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court that the Plan and all other agreements approved by this Confirmation Order are approved in their entirety.

C. OBJECTIONS

134. All parties have had a fair opportunity to litigate all issues raised by objections, or which might have been raised, and the objections have been fully and fairly litigated. All objections, responses, statements, reservation of rights, and comments in opposition to the Plan, other than those withdrawn with prejudice in their entirety, waived, settled, resolved prior to the Confirmation Hearing, resolved or sustained on the terms set forth herein and as reflected in the Modifications to the Plan, or otherwise resolved on the record of the Confirmation Hearing and/or herein, are hereby overruled. The record of the Confirmation Hearing is hereby closed.

D. BINDING NATURE OF PLAN TERMS

135. Notwithstanding any otherwise applicable law, and except as otherwise expressly set forth in this Confirmation Order, from and after the entry of this Confirmation Order, but subject to Article VIII of the Plan, the terms of the Plan and this Confirmation Order, including the compromises, releases, waivers, discharges and injunctions described in Section I.P.8 above, shall be deemed binding upon, among others, (a) the Debtors, (b) any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the holders of such Claims or Interests accepted, rejected or are presumed to have accepted or deemed to have rejected the Plan), (c) any and all non-Debtor parties to Executory Contracts and Unexpired Leases with any of the Debtors, (d) the Supporting Parties, (e) the Official Committee of Opioid-Related Claimants and its members, in their capacity as such, (f) the Official Committee of Unsecured Creditors and its members, in their capacity as such, and (g) the respective heirs, executors, administrators, successors or assigns, if any, of any of the foregoing.

E. SOLICITATION AND NOTICE

136. Good and sufficient notice of the Confirmation Hearing, the Plan and all related documents, and the deadline for filing and serving objections to the confirmation of the Plan has

been provided, which notice is hereby approved. The solicitation of votes on the Plan, and the Solicitation Packages (a) complied with the solicitation procedures in the Disclosure Statement Order, (b) were appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and (c) were in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

F. DEEMED ACCEPTANCE OF PLAN AS MODIFIED

137. The Modifications to the Plan address concerns raised by parties in interest and implement additional compromises of objections to the Plan. The Modifications, other than any Modifications in the *Third Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 6006] and the *Fourth Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 6066], were immaterial and comply with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019. Moreover, the Debtors' key constituents, including the Supporting Parties, the Future Claimants' Representative, the Official Committee of Opioid-Related Claimants, the Official Committee of Unsecured Creditors, and the Ad Hoc Second Lien Notes Group affected by such Modifications support, or otherwise have not objected to, the Modifications. Other parties in interest affected by such Modifications, including Covidien Limited (f/k/a Covidien plc) (to the extent applicable), negotiated certain of those Modifications to the *Second Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 5636] with the Debtors, the Governmental Plaintiff Ad Hoc Committee and the Official Committee of Opioid-Related Claimants, and support, or otherwise have not objected to, such Modifications. Further, with respect to the Modifications in the *Third Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, the parties in interest

affected by such Modifications, specifically, the Co-Defendants, Supporting Parties, and the Insurers, support, or otherwise have not objected to, such Modifications contained in the *Third Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*. And with respect to the Modifications in the *Fourth Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, the parties in interest affected by such Modifications, specifically, the Insurers and Covidien Limited (Covidien plc) (to the extent applicable) negotiated those Modifications with the Debtors, the Governmental Plaintiff Ad Hoc Committee and the Official Committee of Opioid-Related Claimants and support or otherwise have not objected to such Modifications contained in the *Fourth Amended Joint Plan of Reorganization of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*. Accordingly, no additional solicitation or disclosure was required on account of the Modifications and all holders of Claims and Equity Interests who voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan as modified, revised, supplemented, or otherwise amended. No holder of a Claim or Equity Interest shall be permitted to change its vote as a consequence of the Modifications.

G. PLAN CLASSIFICATION CONTROLLING

138. The categories listed in Article III of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of Claims under the Plan for distribution purposes; (c) may not be relied upon

by any Holder of a Claim as representing the actual classification of such Claim under the Plan for distribution purposes; and (d) shall not be binding on the Debtors except for voting purposes.

139. The Court hereby holds that (a) the classifications of Claims and Interests under the Plan (i) are fair, reasonable, and appropriate and (ii) were not done for any improper purpose, (b) valid business, legal, and factual reasons exist for separately classifying the various Classes of Claims and Interests under the Plan, and (c) the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests.

H. PLAN SETTLEMENTS

140. In consideration for (a) the Plan distributions, releases, exculpation, injunctions, and other benefits provided under the Plan, and (b) the support of the Supporting Parties, the Future Claimants' Representative, the Official Committee of Opioid-Related Claimants, the Official Committee of Unsecured Creditors, and the Ad Hoc Second Lien Notes Group, upon the Effective Date, the provisions of the Plan constitute a good faith and integrated compromise and settlement of all Claims and controversies relating to any Allowed Claim or Interest or any Plan distribution to be made on account thereof or otherwise resolved under the Plan, including without limitation the settlements included in the Restructuring Support Agreement, the Opioid Settlement (as defined in the Restructuring Support Agreement), the UCC Settlement, the OCC Settlement, the Second Lien Notes Settlement, Federal/State Acthar Settlement, and the Opioid Insurance Settlements. The entry of this Confirmation Order constitutes the Court's approval of the compromises and settlements of all such Claims and controversies, including without limitation the settlements included in the Restructuring Support Agreement, the Opioid Settlement (as defined in the Restructuring Support Agreement), the UCC Settlement, the OCC Settlement, the Second Lien Notes Settlement, Federal/State Acthar Settlement, and the Opioid Insurance Settlements, as well as a finding by the Court that such compromises and settlements are fair,

equitable, and reasonable and in the best interests of the Debtors and their Estates. All Plan distributions made in accordance with the Plan are intended to be, and shall be, final.

141. The settlement provisions in Article IV of the Plan, and each component thereof, is hereby approved pursuant to Bankruptcy Code section 1123 and Bankruptcy Rule 9019 as fair and reasonable and in the best interests of the Debtors, their Estates, and Holders of Claims and Equity Interests. The settlement provisions in Article IV of the Plan are authorized and approved in all respects, subject to, and in accordance with, the terms and conditions thereof, the Plan and this Confirmation Order; and the terms thereof shall be binding upon all Persons, including any and all Holders of Claims or Interests (irrespective of whether such Claims and Interests are Impaired under the Plan or whether the Holders of such Claims and Interests accepted, rejected or are deemed to have accepted or rejected the Plan), any and all Persons who are parties to or are subject to the settlement, compromises, releases, waivers, and injunctions described herein or in the Plan or the settlement provisions in Article IV of the Plan, and their respective heirs, executors, administrators, trustees, affiliates, if any, of the foregoing.

I. VESTING OF ASSETS IN THE REORGANIZED DEBTORS; CONTINUED CORPORATE EXISTENCE

142. On the Effective Date, except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated herein, including the Restructuring Transactions Memorandum and after giving effect to such Restructuring Transactions, pursuant to sections 1141(b) and 1141(c) of the Bankruptcy Code, all property of each Debtor's Estate, including (a) all retained Causes of Action other than (i) the Assigned Third-Party Claims, (ii) the Assigned Insurance Rights, (iii) the Share Repurchase Claims, and (iv) Causes of Actions transferred to and assumed by the General Unsecured Claims Trust, the Asbestos Trust, and the Opioid MDT II, (b) Excluded Insurance Policies, and (c) any property acquired by any of the Debtors pursuant to the

Plan, in each case, shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except such Liens securing the New Credit Facilities, the New Takeback Term Loans, the Takeback Second Lien Notes, the New Second Lien Notes, and the First Lien Notes, as applicable). Except as otherwise provided in the Plan or pursuant to actions taken in connection with, and permitted by, the Plan, each of the Debtors, as Reorganized Debtors, shall continue to exist on and after the Effective Date as a separate legal entity with all of the powers available to such legal entity under applicable law and pursuant to the applicable organizational documents, without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law. On and after the Effective Date, except as otherwise provided in the Plan and the Opioid Operating Injunction, each Reorganized Debtor may operate its business and may use, acquire, encumber, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code. Reorganized Mallinckrodt shall not, and neither shall any of its other subsidiaries, other than the Reorganized VI-Specific Debtors, be involved in the sale or distribution of opioids classified as DEA Schedule II–IV drugs in the future.

J. APPROVAL OF RESTRUCTURING TRANSACTIONS

143. On or prior to the Effective Date or as soon as reasonably practicable thereafter, the Debtors and the Reorganized Debtors, as applicable, are authorized to, consistent with and subject to the terms of the Restructuring Support Agreement and subject to the applicable consent and approval rights thereunder, take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary or appropriate to effectuate

the Restructuring Transactions (including any transaction described in, approved by, contemplated by, or necessary or appropriate to effectuate the Plan), and as set forth in the Restructuring Transactions Memorandum, including without limitation: (a) the creation of NewCo and/or any NewCo Subsidiaries that may, at the Debtors' or Reorganized Debtors' option in consultation with the Supporting Parties, acquire all or substantially all the assets of one or more of the Debtors; (b) the execution and delivery of appropriate agreements or other documents of sale, merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (c) the execution and delivery of the Transfer Agreement and any other appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (d) the filing of appropriate certificates of incorporation, merger, migration, consolidation, or other organizational documents with the appropriate governmental authorities pursuant to applicable law; and (e) all other actions that the Reorganized Debtors determine are necessary or appropriate; *provided, however*, that nothing in this paragraph or elsewhere in this Confirmation Order or Plan shall modify or excuse the Debtors from complying with applicable limitations or restrictions contained in the Exit Financing Documents.

144. The actions to implement the Restructuring Transactions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on

terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, dissolution, or other organizational documents pursuant to applicable state law; and (d) all other actions that the applicable Entities determine to be necessary or advisable, including making filings or recordings that may be required by law in connection with the Plan, in each case, whether or not contemplated by the Restructuring Transactions Memorandum. Each applicable federal, state, and local governmental agency or department may accept the filing of any such document. This Confirmation Order is declared to be in recordable form and may be accepted by any filing or recording officer or authority of any applicable governmental authority or department without any further orders, certificates, or other supporting documents.

145. In each case in which the surviving, resulting, or acquiring Entity in any Restructuring Transaction is a successor to a Reorganized Debtor, such surviving, resulting, or acquiring Entity shall perform the obligations of the applicable Reorganized Debtor pursuant to the Plan, including (a) the obligations owed to parties under the Exit Financing Documents, (b) the obligations under the Opioid Deferred Cash Payments Terms, and the Opioid Deferred Cash Payments Documents, and the obligations to make the Opioid Deferred Cash Payments in accordance therewith and in accordance with the Plan, (c) paying or otherwise satisfying the Allowed Claims to be paid or otherwise satisfied by such Reorganized Debtor, and (d) implementing the Management Incentive Plan; *provided*, that the foregoing shall not affect any contract, instrument, or other agreement or document effecting a disposition to such surviving, resulting, or acquiring Entity, which may provide that another Debtor or Reorganized Debtor shall perform such obligations. In all cases, implementation of any Restructuring Transaction shall not

affect (and no Restructuring Transaction is intended to affect) any performance obligations, distributions, discharges, exculpations, releases, or injunctions set forth in the Plan.

K. APPROVAL OF THE NEW CREDIT FACILITIES, NEW TAKEBACK TERM LOANS, TAKEBACK SECOND LIEN NOTES, NEW SECOND LIEN NOTES, AND REINSTATEMENT OF FIRST LIEN NOTES

146. On the Effective Date, the applicable Reorganized Debtors shall enter into the New Credit Facilities, New Takeback Term Loans, Takeback Second Lien Notes, and New Second Lien Notes, as applicable, the terms of which will be set forth in the Exit Financing Documents. Until the Exit Financing Documents are finalized and executed, without further order or authorization of this Court, the Debtors, the Reorganized Debtors and their successors, subject to any applicable consent and approval rights under the Plan or the Restructuring Support Agreement, are authorized and empowered to further negotiate and make any and all modifications not inconsistent with the Plan (as modified from time to time, including by this Confirmation Order) to the Exit Financing Documents subject to Article XI.A of the Plan.

147. This Confirmation Order shall constitute authorization for the Reorganized Debtors to finalize, execute, deliver, and perform under the Exit Financing Documents, and those documents necessary or appropriate to consummate the transactions contemplated by the Exit Financing Documents and obtain the financing contemplated thereby, including all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred, fees and expenses paid, and indemnities to be provided, without further notice to or order of the Court, act, or action under applicable law, regulation, order, or rule (including, without limitation, the Bankruptcy Code and section 303 of the Delaware General Corporations Law, to the extent applicable, and any analogous provision of the applicable business organizations law or code of each other state in which the Reorganized Debtors are incorporated or organized) or vote, consent, authorization, or approval of any Person (including, without

limitation, creditors, stockholders, directors, members, or partners of the Debtors or the Reorganized Debtors), subject to such modifications as the Reorganized Debtors may deem to be necessary or appropriate to consummate the transactions contemplated by the Exit Financing Documents. Subject to the occurrence of the Effective Date, the Exit Financing Documents, including without limitation the New Term Loan Documentation, the New AR Revolving Facility Documentation, the New Takeback Term Loans Documentation, the Takeback Second Lien Notes Documentation, and the New Second Lien Notes Documentation shall constitute the legal, valid, and binding obligations of the Debtors and the Reorganized Debtors, as applicable, and shall be enforceable in accordance with their respective terms. Each of the Reorganized Debtors, without any further action by the Court or any respective Reorganized Debtors' officers, directors, or stockholders, is hereby authorized to enter into, and take such actions as necessary or appropriate to perform under, or otherwise effectuate, the New Credit Facilities, New Takeback Term Loans, Takeback Second Lien Notes, and New Second Lien Notes, the Exit Financing Documents in connection therewith, as well as any notes, documents, or agreements in connection therewith, including, without limitation, any documents required or appropriate in connection with (i) the giving of any guarantees in connection therewith, (ii) the creation or perfection of Liens or other security interests in connection therewith, (iii) the obtaining of commitments in respect thereof or the appointment or retention of any agent, arranger, bookrunner, lender, underwriter, initial purchaser or other similar party in connection therewith (including, without limitation, applicable commitment, engagement or fee letters or any related documentation) or (iv) the obtaining of any rating in connection therewith (including, without limitation, applicable fee and/or engagement letters relating to any such rating).

148. The Liens contemplated by and related to the New Credit Facilities, New Takeback Term Loans, Takeback Second Lien Notes, New Second Lien Notes, the Exit Financing Documents and all other related documents, are approved and are valid, binding, and enforceable liens on the collateral specified, and with the priorities set forth, in the relevant agreements executed by the Reorganized Debtors in connection with the incurrence of the New Credit Facilities, New Takeback Term Loans, Takeback Second Lien Notes, and New Second Lien Notes. The guarantees, mortgages, pledges, Liens, and other security interests granted pursuant to or in connection with the incurrence of the New Credit Facilities, New Takeback Term Loans, Takeback Second Lien Notes, and New Second Lien Notes are granted in good faith as an inducement to the lenders and other secured parties thereunder to extend credit thereunder and shall be, and hereby are, deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, recharacterization, or subordination, and the priorities of such guarantees, mortgages, pledges, liens, and other security interests shall be as set forth in the applicable intercreditor agreement(s) and other Exit Financing Documents executed in connection with the incurrence of the New Credit Facilities, New Takeback Term Loans, Takeback Second Lien Notes, and New Second Lien Notes. Perfection of such Liens and security interests under the Exit Financing Documents shall occur automatically by virtue of the entry of this Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required, and the Reorganized Debtors and the other Entities granting such Liens and security interests will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties to the extent required by the Exit Financing Documents.

149. The Reorganized Debtors and the secured parties (and their designees and agents) under the Exit Financing Documents are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary or appropriate to evidence, establish, and perfect such Liens in connection with the New Credit Facilities, New Takeback Term Loans, Takeback Second Lien Notes, and New Second Lien Notes and as otherwise set forth in the Exit Financing Documents under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and this Confirmation Order, and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties to the extent required by the Exit Financing Documents.

150. For the avoidance of doubt, (a) the New Takeback Term Loan Facility, if issued, shall be consistent with the First Lien Settlement Term Sheet (as defined in, and as attached to, the Restructuring Support Agreement), as modified in the *Fourth Amended Joint Plan of Reorganization (With Technical Modifications) of Mallinckrodt Plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* and otherwise subject to the Restructuring Support Agreement and (b) notwithstanding anything to the contrary set forth in the Plan, the proceeds of the New Term Loan Facility may also be used to finance the making of distributions pursuant to, or of the making of any payments to satisfy obligations established pursuant to, the Plan (but the use of such proceeds shall be subject to and shall comply with the terms and conditions of the applicable Exit Financing Documents and the terms and conditions of the First Lien Notes Indenture, to the extent then in effect). Further, for the avoidance of doubt, (a) the portion of the New Takeback Term Loans, if any, received by a Holder of Allowed 2024 First Lien Term Loan Claims shall be such holder's Pro Rata Share of the New Takeback Term Loans attributable to the

2024 First Lien Term Loan Claims (which, if issued, shall be issued in an aggregate amount equal to the 2024 First Lien Term Loans Outstanding Amount) and (b) the portion of the New Takeback Term Loans, if any, received by a Holder of Allowed 2025 First Lien Term Loan Claims shall be such holder's Pro Rata Share of the New Takeback Term Loans attributable to the 2025 First Lien Term Loan Claims (which, if issued, shall be issued in an aggregate amount equal to the 2025 First Lien Term Loans Outstanding Amount). Further, each reference to the "Second Lien Notes" in the definition of "New Term Loan Facility" in the Plan shall be deemed instead to be a reference to the "New Second Lien Notes".

151. Nothing in this Confirmation Order permits the entrance into any New Term Loan Facility to the extent that both (i) entrance into such New Term Loan Facility is prohibited by the First Lien Notes Indenture (after giving effect to the reinstatement thereof) and (ii) the obligations of the Debtors under the First Lien Notes Indenture are not satisfied and discharged in accordance with the terms thereof (except those obligations that expressly survive such a satisfaction and discharge in accordance with the terms thereof) prior to, or in connection with, the incurrence of the New Term Loan Facility.

152. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the Court's retention of jurisdiction shall not govern any disputes arising or asserted under the Exit Financing Documents or related collateral or other documents executed in connection with the incurrence of the New Credit Facilities, New Takeback Term Loans, Takeback Second Lien Notes, and New Second Lien Notes or any liens, rights or remedies related thereto.

153. On the Effective Date, subject to the terms of the Plan and this Confirmation Order, the obligations of the Debtors under the First Lien Notes, and the guarantees, mortgages, pledges, Liens, and other security interests granted pursuant thereto or in connection therewith, are hereby

reinstated pursuant to Section 1124 of the Bankruptcy Code. Upon the occurrence of the Effective Date, no Default or Event of Default shall have occurred and be continuing under the First Lien Notes or the First Lien Notes Indenture.

L. APPROVAL OF THE OPIOID DEFERRED CASH PAYMENTS, THE OPIOID DEFERRED CASH PAYMENTS TERMS, AND THE OPIOID DEFERRED CASH PAYMENTS DOCUMENTS

154. On the Effective Date, the applicable Reorganized Debtors shall be obligated to make the Opioid Deferred Cash Payments in accordance with the terms of the Plan, the Opioid Deferred Cash Payments Terms, and the Opioid Deferred Cash Payments Documents (which shall be deemed an attachment to, and an integral part of, this Confirmation Order). Until the Opioid Deferred Cash Payments Terms and the Opioid Deferred Cash Payments Documents are finalized, without further order or authorization of this Court, the Debtors, the Reorganized Debtors and their successors, subject to any applicable consent and approval rights under the Plan, are authorized and empowered to further negotiate and make any and all modifications not inconsistent with the Plan to the Opioid Deferred Payments Terms and the Opioid Deferred Cash Payments Documents subject to Article XI.A of the Plan.

155. This Confirmation Order shall constitute authorization for the Reorganized Debtors to finalize, execute, deliver, and perform their obligations under the Opioid Deferred Cash Payments Terms and the Opioid Deferred Cash Payments Documents and to make the Opioid Deferred Cash Payments in accordance therewith and in accordance with the Plan, in each case, without further notice to or order of the Court, act, or action under applicable law, regulation, order, or rule (including, without limitation, the Bankruptcy Code and section 303 of the Delaware General Corporations Law, to the extent applicable, and any analogous provision of the applicable business organizations law or code of each other state in which the Reorganized Debtors are incorporated or organized) or vote, consent, authorization, or approval of any Person (including,

without limitation, creditors, stockholders, directors, members, or partners of the Debtors or the Reorganized Debtors). Subject to the occurrence of the Effective Date, obligations under the Opioid Deferred Cash Payments Terms and the Opioid Deferred Cash Payments Documents and obligations to make the Opioid Deferred Cash Payments in accordance therewith and in accordance with the Plan shall constitute the legal, valid, and binding obligations of the Debtors and the Reorganized Debtors, as applicable, and shall be enforceable in accordance with their respective terms. Each of the Reorganized Debtors, without any further action by the Court or any of the respective Reorganized Debtors' officers, directors, stockholders, managers, members or partners, as applicable, is hereby authorized to take such actions as necessary to perform, and comply with, their obligations under the Opioid Deferred Cash Payments Terms and the Opioid Deferred Cash Payments Documents and to make the Opioid Deferred Cash Payments in accordance therewith and in accordance with the Plan.

156. The obligations of each obligor with respect to the Opioid Deferred Cash Payments, and the obligations of each obligor under the Opioid Deferred Cash Payments Documents, are incurred in good faith and shall be, and hereby are, deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, recharacterization, or subordination.

157. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the Court shall retain jurisdiction over any disputes arising, or asserted, in connection with the Opioid Deferred Cash Payments, the Opioid Deferred Cash Payments Terms, and the Opioid Deferred Cash Payments Documents.

M. CANCELLATION OF NOTES, INSTRUMENTS, CERTIFICATES, AGREEMENTS, AND EQUITY INTERESTS

158. The provisions of Article IV.F of the Plan shall be, and hereby are, approved in their entirety. Without limiting the foregoing, except for the purpose of evidencing a right to a Plan distribution and except as otherwise set forth in the Plan (including, without limitation, with respect to the reinstatement of the First Lien Notes) and/or, as the case may be, the Scheme of Arrangement, on the later of the Effective Date and the date on which the relevant distributions are made pursuant to Article VI of the Plan and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity, all agreements, instruments, and other documents evidencing, related to, or connected with any Claim or Interest and any rights of any Holder in respect thereof, shall be deemed cancelled, discharged, and of no force or effect. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, including for the avoidance of doubt rights under any negative pledge clauses, except the rights provided for pursuant to the Plan. For the avoidance of doubt, nothing contained in this Confirmation Order shall in any way limit or affect the standing of the First Lien Agent, the Second Lien Notes Indenture Trustee, the Second Lien Notes Collateral Agent, the Guaranteed Unsecured Notes Indenture Trustee, the 4.75% Unsecured Notes Indenture Trustee, or the Legacy Unsecured Notes Indenture Trustee to appear and be heard in the Chapter 11 Cases or any other proceeding in which they are or may become party on and after the Effective Date, to enforce any provisions of the Plan or otherwise.

N. CANCELLATION OF LIENS

159. Without limiting any of the provisions of Article IV.F of the Plan and subject to the provisions thereof, except for the purpose of evidencing a right to a Plan distribution and except as otherwise set forth in the Plan (including, without limitation, with respect to the reinstatement of the First Lien Notes) or Exit Financing Documents and/or, as the case may be, the Scheme of Arrangement, on the later of the Effective Date and the date on which the relevant distributions are made pursuant to Article VI of the Plan and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity, all Liens securing any Secured Claim shall be fully released, settled, discharged, and compromised and all rights, titles, and interests of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns, and the Holder of such Secured Claim shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder, and to take such actions as may be reasonably requested by the Reorganized Debtors or the agents, arrangers, and/or lenders under the Exit Financing Documents to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases, provided that if any such party does not so execute, deliver, and file or record such releases reasonably promptly upon the reasonable request of the Reorganized Debtors, the Reorganized Debtors are hereby authorized to execute and file or record such releases on such party's behalf. The applicable agents and/or trustees shall not have any liability for, and are hereby released and exculpated from, any Cause of Action relating to, arising from, or in connection with the release of Liens and security interests pursuant to this Confirmation Order. The filing of this Confirmation Order with any applicable

federal, state, provincial, or local agency or department (each of which is hereby directed to accept such filing if made) shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

O. PAYMENT OF FEES AND EXPENSES UNDER THE PLAN AND RESTRUCTURING SUPPORT AGREEMENT

160. The provisions of Articles II.A.2 and IV.S of the Plan shall be, and hereby are, approved in their entirety. Without limiting the foregoing, all final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than 45 days after the Effective Date. The Bankruptcy Court will determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders. The Reorganized Debtors will pay Professional Fee Claims owing to the Retained Professionals in Cash to such Retained Professionals in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; *provided* that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

161. No later than the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Retained

Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash to the Retained Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, claims, or interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates of the Debtors or the Reorganized Debtors. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash to the Retained Professionals pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall be remitted to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity being required. The Retained Professionals shall deliver to the Debtors a reasonable and good-faith estimate of their unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date projected to be outstanding as of the anticipated Effective Date, and shall deliver such estimate no later than five (5) Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Retained Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court, and such Retained Professionals are not bound to any extent by the estimates. If a Retained Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Retained Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided* that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications

are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

162. All Restructuring Expenses, including Transaction Fees, and Post Effective Date Implementation Expenses shall be paid in accordance with the Restructuring Support Agreement and Article IV.S of the Plan, and the terms under Article II.A.2 of the Plan shall not apply to the parties entitled to receive the Restructuring Expenses. The Reorganized Debtors shall pay the Post Effective Date Implementation Expenses that they incur on or after the Effective Date in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court.

163. Notwithstanding anything to the contrary contained in the Restructuring Expenses Order, on the Effective Date, the Reorganized Debtors shall be authorized to pay and shall pay the Noteholder Consent Fee and the Term Loan Exit Payment in full in cash pursuant to the terms of the Plan and the Restructuring Support Agreement, each of which payment shall not be subject to setoff, demand, recharacterization, turnover, disgorgement, avoidance, or any other right of recovery of any Person under any legal or equitable theory or any contract.

164. Professionals that are required to seek payment or reimbursement under Article IV.X.8.F. of the Plan of their compensation, costs and/or fees shall file with the Bankruptcy Court an application for approval of such compensation, costs and/or fees, to be reviewed for reasonableness (a) first, not later than sixty (60) days following the Confirmation Date, with respect to compensation, costs and/or fees incurred during the period prior to November 1, 2021 (the first day of the Confirmation Hearing), and (b) second, not later than sixty (60) days following the Effective Date, with respect to compensation, costs and/or fees incurred during the period of November 1, 2021 through and including the Effective Date. Such applications shall be deemed an application for reasonable compensation for actual services performed by such professionals or

reimbursement for actual expenses incurred, but shall **not** be reviewed pursuant to section 330 of the Bankruptcy Code, nor any of the Bankruptcy Rules, nor any guidelines from the office of the U.S. Trustee, nor any other rules or guidelines applicable to fee applications. Each such application shall set forth the amount of compensation, costs and/or fees sought, provide a narrative basis for such compensation, costs and/or fees, and attach, as applicable, supporting documentation. A single application may cover one or more professionals that represented or advised an ad hoc group. Each such application shall be set for hearing on not less than fourteen (14) days' notice and served upon counsel to the Debtors, counsel to the official Committees, the Future Claims Representative, and the U.S. Trustee. If no objection is filed by any of such parties by the date that is three (3) days prior to such hearing, the Bankruptcy Court may enter an order approving such application without a hearing. With respect to applications filed by professionals that represented or advised the Ad Hoc Group of Personal Injury Victims or the NAS Committee under Article IV.X.8.F. of the Plan, the Supporting Parties have agreed and acknowledged that they shall not file any objections to such applications. Any such application made is without prejudice to any applications by the Ad Hoc Group of Personal Injury Victims, the NAS Committee, or professionals that represented or advised any of the foregoing for allowance and payment of compensation, costs or fees under section 503(b) of the Bankruptcy Code.

P. ISSUANCE OF NEW MALLINCKRODT ORDINARY SHARES AND NEW OPIOID WARRANTS, AND CERTAIN DEBTORS SUBJECT TO DISSOLUTION

165. On the Effective Date, Reorganized Mallinckrodt shall (a) issue or reserve for issuance all of the New Mallinckrodt Ordinary Shares (including all New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants as of the Effective Date, without regard to any limitations on the exercise of the New Opioid Warrants) issuable in accordance with the terms of the Plan and, where applicable, the Scheme of Arrangement and as set forth in the

Restructuring Transactions Memorandum and (b) enter into the New Opioid Warrant Agreement and issue all of the New Opioid Warrants to the Opioid MDT II or to a newly formed limited liability company formed and wholly owned by the Opioid MDT II in accordance with the terms of the Plan. The issuance of the New Mallinckrodt Ordinary Shares (including any New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants as of the Effective Date, without regard to any limitations on the exercise of the New Opioid Warrants) and any New Opioid Warrants by Reorganized Mallinckrodt pursuant to the Plan is authorized without the need for further corporate or other action or any consent or approval of any national securities exchange upon which the New Mallinckrodt Ordinary Shares shall be listed on or immediately following the Effective Date. All of the New Mallinckrodt Ordinary Shares (including, when issued, any New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants as of the Effective Date, without regard to any limitations on the exercise of the New Opioid Warrants) issued or issuable pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. The New Opioid Warrants and the New Opioid Warrant Agreement shall be valid and binding obligations of Reorganized Mallinckrodt, enforceable in accordance with their respective terms.

166. As to any Debtors identified as being subject to Article IV.I.3 of the Plan in the Restructuring Transactions Memorandum, the Debtors shall take such steps as are necessary or advisable to provide, as of the Effective Date, (a) for a new equity interest holder or holders (either as to each such Debtor individually or as to all such Debtors together) (i) to receive and hold all new equity interests in such Debtors and (ii) to manage the dissolution of such Debtors after consummation of all distributions to the Holders of Claims against such Debtors contemplated by

the Plan and (b) for any necessary or advisable changes to the organizational documents of such Debtors in furtherance of their contemplated dissolution.

Q. REGISTRATION RIGHTS AGREEMENT

167. On the Effective Date, Reorganized Mallinckrodt and the Initial Holder (as defined in the Registration Rights Agreement) of the New Opioid Warrants shall enter into the Registration Rights Agreement in substantially the form included in the Plan Supplement. The Registration Rights Agreement shall be deemed to be valid, binding, and enforceable in accordance with its terms. On the Effective Date, in the event there are Holders of the New Opioid Warrants (or Registrable Securities (as defined in the Registration Rights Agreement)) other than the Initial Holder (as defined in the Registration Rights Agreement), all such Holders shall be deemed to be parties to the Registration Rights Agreement in substantially the form included in the Plan Supplement, without the need for execution by any such Holder. The Registration Rights Agreement shall be binding on all parties receiving, and all Holders of, the New Opioid Warrants (or Registrable Securities (as defined in the Registration Rights Agreement)) regardless if such party is the Initial Holder (as defined in the Registration Rights Agreement); *provided*, that regardless of whether such parties execute the Registration Rights Agreement, such parties will be deemed to have signed the Registration Rights Agreement, which shall be binding on such parties as if they had actually signed it.

R. CORPORATE ACTION

168. Upon the Effective Date, all actions contemplated by the Plan and the Scheme of Arrangement shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (a) assumption and rejection (as applicable) of Executory Contracts and Unexpired

Leases; (b) selection of the directors, managers, and officers for the Reorganized Debtors; (c) obligations to make the Opioid Deferred Cash Payments in accordance with the Plan, the Opioid Deferred Cash Payments Terms, and the Opioid Deferred Cash Payments Documents; (d) the execution of the New Governance Documents, the Opioid MDT II Documents, the Opioid Creditor Trust Documents, the New Opioid Warrant Agreement, the Federal/State Acthar Settlement Agreements, the New Term Loan Documentation, the New AR Revolving Facility Documentation, the Takeback Second Lien Notes Documentation, the New Second Lien Notes Documentation, the Opioid Deferred Cash Payments Documents, the Management Incentive Plan, the Registration Rights Agreement, the New Takeback Term Loans Documentation, any other Exit Financing Documents, the indenture, notes, and other documents governing the First Lien Notes; (e) the issuance and delivery of the New Mallinckrodt Ordinary Shares, Takeback Second Lien Notes, New Second Lien Notes, New Opioid Warrants, the New Credit Facilities, and the New Takeback Term Loans; (f) implementation of the Restructuring Transactions; (g) the Opioid MDT II Cooperation Agreement and the GUC Trust Cooperation Agreement; (h) the implementation of the Opioid Operating Injunction; (i) selection of the Opioid MDT II Trustee(s), Opioid Creditor Trustees, the General Unsecured Claims Trustee, and the Asbestos Trustee; and (j) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors.

169. Prior to, on and after the Effective Date, the appropriate officers, directors, managers, or authorized persons of the Debtors, Reorganized Mallinckrodt, or any direct or indirect subsidiaries of Reorganized Mallinckrodt (including any president, vice-president, chief executive officer, treasurer, general counsel, secretary, or chief financial officer thereof) shall be authorized to issue, execute, deliver, and perform under the agreements, documents, securities, memoranda and articles of association, certificates of incorporation, certificates of formation, bylaws, operating agreements, other organization documents, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the applicable Debtors or applicable Reorganized Debtors, including, without limitation, the (a) New Governance Documents, (b) Opioid MDT II Documents and Opioid Creditor Trust Documents, (c) New Opioid Warrant Agreement, (d) Takeback Second Lien Notes Documentation, (e) New Term Loan Documentation, (f) New AR Revolving Facility Documentation, (g) New Takeback Term Loans Documentation, (h) indenture, notes, and other documents governing the First Lien Notes, (i) New Second Lien Notes Documentation, (j) the Opioid MDT II Cooperation Agreement and the GUC Trust Cooperation Agreement, (k) the Opioid Deferred Cash Payments Documents, (l) the obligations to make the Opioid Deferred Cash Payments in accordance with the Plan, the Opioid Deferred Cash Payments Terms, and the Opioid Deferred Cash Payments Documents, (m) the General Unsecured Claims Trust Documents and the Asbestos Trust Documents, (n) any other Exit Financing Documents, and (o) any and all other agreements, documents, securities, and instruments relating to or contemplated by the foregoing. Prior to or on the Effective Date, each of the Debtors is authorized, in its sole discretion, to change its name or corporate form and to take such other action as required to effectuate a change of name or corporate form in the jurisdiction of incorporation of the applicable Debtor or Reorganized

Debtor. To the extent the Debtors change their names or corporate form prior to the closing of the Chapter 11 Cases, the Debtors shall change the case captions accordingly and shall file any necessary documents or filings to effect the grant or perfection of any of the Liens granted by such entities in respect of the New Credit Facilities, the New Takeback Term Loans, the First Lien Notes, the Takeback Second Lien Notes, and the New Second Lien Notes to the extent required by the terms thereof. The authorizations and approvals contemplated in this paragraph shall be effective notwithstanding any requirements under any applicable non-bankruptcy law.

S. DIRECTORS AND OFFICERS; LIABILITY INSURANCE; INDEMNIFICATION

170. The indemnification obligations set forth in Article IV.E and the insurance obligations set forth in Article IV.N of the Plan are approved. Without limiting the foregoing, prior to the Effective Date, the Debtors shall undertake any necessary or advisable steps to have the Reorganized Board in place immediately prior to the Effective Date. The occurrence of the Effective Date will serve as ratification of the appointment of the Reorganized Board. The Reorganized Board will initially consist of at least seven (7) members, which shall be comprised of the Chief Executive Officer of the Reorganized Debtors, and six (6) other directors, which shall be designated by the Required Supporting Unsecured Noteholders and approved by the then existing board of directors, or if the then existing board of directors does not so approve, the Reorganized Board will be deemed duly appointed pursuant to the Plan; *provided*, that, the members of the Reorganized Board, other than the Reorganized Debtors' Chief Executive Officer, shall be independent under applicable listing standards and shall be independent of the Supporting Unsecured Noteholders, unless the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, and the Debtors otherwise consent. Following the Effective Date, the Disinterested Managers shall retain authority solely with respect to matters related to Professional Fee Claim requests by

Professionals acting at their authority and direction in accordance with the terms of the Plan. The Disinterested Managers, in such capacity, shall not have any of their respective privileged and confidential documents, communications or information transferred (or deemed transferred) to the Reorganized Debtors.

171. The Debtors have disclosed, solely to the extent such Persons are known and determined, the identity and affiliations of all Persons proposed to serve on the Reorganized Board. The occurrence of the Effective Date shall have no effect on the composition of the board of directors or managers of each of the subsidiary Debtors.

172. The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Governance Documents and any applicable employment agreements that are assumed pursuant to the Plan.

173. As of the Effective Date, each Reorganized Debtor's memorandum and articles of association, bylaws, and other New Governance Documents shall, to the fullest extent permitted by applicable law, provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, current and former managers, directors, officers, equity holders, members, employees, accountants, investment bankers, attorneys, other professionals, or agents of the Debtors and such current and former managers', directors', officers', equity holders', members', employees', accountants', investment bankers', attorneys', other professionals' and agents' respective Affiliates to the same extent as set forth in the Indemnification Provisions, against any claims or causes of action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. None of the Reorganized

Debtors shall amend and/or restate its memorandum and articles of association, certificate of incorporation, bylaws, or similar organizational document after the Effective Date to terminate or adversely affect, in relation to conduct occurring prior to the Effective Date, (a) any of the Indemnification Provisions or (b) the rights of such current and former managers, directors, officers, equity holders, members, employees, or agents of the Debtors and such current and former managers', directors', officers', equity holders', members', employees', and agents' respective Affiliates referred to in the immediately preceding sentence.

174. On the Effective Date the Reorganized Debtors shall be deemed to have assumed all of the Debtors' D&O Liability Insurance Policies (including any "tail policy" and all agreements, documents, or instruments related thereto) in effect prior to the Effective Date pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court. Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be Filed. The Debtors and, after the Effective Date, the Reorganized Debtors shall retain the ability to supplement such D&O Liability Insurance Policies as the Debtors or Reorganized Debtors, as applicable, may deem necessary and in consultation with the Required Supporting Unsecured Noteholders. For the avoidance of doubt, the Reorganized Debtors' foregoing assumption of each of the unexpired D&O Liability Insurance Policies is hereby approved.

175. On or after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including any "tail

policy" and all agreements, documents, or instruments related thereto) in effect on or prior to the Effective Date, with respect to conduct occurring prior thereto, and all current and former directors, officers, and managers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with and subject in all respects to the terms and conditions of the D&O Liability Insurance Policies, which shall not be altered.

T. OPIOID TRUSTS

176. **Establishment and Purpose of the Opioid MDT II and Opioid Creditor Trusts.** The Opioid MDT II and each of the Opioid Creditor Trusts shall be established as a trust under applicable state law for the purposes described in the Plan and the applicable Opioid MDT II Documents and Opioid Creditor Trust Documents, and shall be funded as and to the extent provided for in the Plan. The Opioid MDT II and each of the Opioid Creditor Trusts are being established to resolve or satisfy Opioid Claims and Opioid Demands. The purpose of the Opioid MDT II shall be to, among other things: (a) resolve all asserted Opioid Claims (including Opioid Demands) channeled to the Opioid MDT II in accordance with the Plan, Opioid MDT II Documents, and this Confirmation Order; (b) preserve, hold, collect, manage, maximize, and liquidate the assets of the Opioid MDT II for use in resolving Opioid Claims (including Opioid Demands) channeled to the Opioid MDT II and funding the Opioid Creditor Trusts; (c) enforce, pursue, prosecute, compromise, and/or settle the Assigned Third-Party Claims, Assigned Insurance Rights, and Share Repurchase Claims; (d) pay all Trust Expenses as provided, and defined, in the Opioid MDT II Documents (for which the Reorganized Debtors and the Released Parties shall have no responsibility or liability); (e) pay any and all administration and operating expenses of the Opioid MDT II, including the fees and expenses of any professionals retained by

the Opioid MDT II (for which the Estates, the Reorganized Debtors, and the Released Parties shall have no responsibility or liability); and (f) qualify at all times as a qualified settlement fund. The Opioid Creditor Trusts shall be established for the purposes described in the Plan and any other purposes more fully described in the Opioid Creditor Trust Documents. As set forth in the Plan, NOAT II, TAFT II, the Third-Party Payor Trust, the Hospital Trust, the Emergency Room Physician Trust, and the NAS Monitoring Trust shall be Abatement Trusts. Each Opioid Creditor Trust shall, as applicable and in each case, in accordance with the Plan, this Confirmation Order and the applicable Opioid Creditor Trust Documents: (a) hold, manage and invest all funds and other assets received by such Opioid Creditor Trust from the Opioid MDT II, in each case, for the benefit of the beneficiaries of such Opioid Creditor Trust; (b) hold and maintain required reserves for such Opioid Creditor Trust in accordance with the applicable Opioid Creditor Trust Documents; (c) administer, process, and resolve Opioid Claims channeled to such Opioid Creditor Trust, in each case as provided in the applicable Opioid Creditor Trust Documents, as set forth in Article IV.Y of the Plan; and (d) pay all applicable Opioid Creditor Trust Operating Expenses.

177. **Approval of the Opioid MDT II and each of the Opioid Creditor Trusts and their respective Opioid MDT II Documents and Opioid Creditor Trust Documents.** The Opioid MDT II and each of the Opioid Creditor Trusts, and the Opioid MDT II Documents and Opioid Creditor Trust Documents, copies of which are included with the Plan Supplement, are hereby approved. The sole recourse and source of distribution under the Plan of any State on account of any State Opioid Claim shall be a beneficial interest in NOAT II as and to the extent provided in the NOAT II Documents. On the Effective Date, the Opioid MDT II Documents shall be executed by the Debtors and the Opioid MDT II Trustee(s), and the Opioid MDT II shall be

created. The Opioid MDT II is intended to be a "qualified settlement fund" within the meaning of the Treasury Regulations issued under section 468B of the Internal Revenue Code.

178. **Appointment of Trustee(s).** The appointment of the initial Opioid MDT II Trustee(s) and each of the Opioid Creditor Trustee(s) in accordance with Article IV.U and IV.X of the Plan, respectively, is hereby approved.

179. **Beneficiaries.** Beneficiaries of the Opioid MDT II and each of the Opioid Creditor Trusts shall have only such rights and interests in and with respect to the applicable trust assets as set forth in the Plan and the applicable Opioid MDT II Documents and Opioid Creditor Trust Documents. The Opioid MDT II Trustee(s) and each of the Opioid Creditor Trustee(s) shall be entitled to take the actions set forth in, and in each case in accordance with, the Plan and the applicable Opioid MDT II Documents and Opioid Creditor Trust Documents. Except as provided in the Opioid MDT II Documents, Opioid Creditor Trust Documents or Article X of the Plan with respect to Opioid Claims, the Opioid MDT II and each of the Opioid Creditor Trusts shall be subject to the continuing jurisdiction of the Court.

180. **Approval of the Implementation of Opioid Related Settlement Provisions in the Plan.** Opioid settlement implementation provisions set forth in Articles IV.T-Y of the Plan are approved in their entirety.

181. **The Opioid MDT II Cooperation Agreement.** Notwithstanding anything to the contrary herein with respect to the Opioid MDT II Cooperation Agreement, on or before the Effective Date, the Opioid MDT II Cooperation Agreement shall be approved by a separate motion, upon reasonable and appropriate notice, and Court order. To the extent there is any direct conflict between the terms of the Plan, this Confirmation Order, and the Opioid MDT II Cooperation Agreement, the terms of the Opioid MDT II Cooperation Agreement shall control.

Nothing in the Plan or this Confirmation Order shall alter the rights of any parties under the Restructuring Support Agreement with respect to the Opioid MDT II Cooperation Agreement or the contents thereof.

182. **Share Repurchase Claims.** On and after the Effective Date, the Opioid MDT II shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Share Repurchase Claim, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court; provided that the settlement, monetization, or disposition of the Share Repurchase Claims may not treat the holders of interests in such Share Repurchase Claims inconsistently without such holders' consent or, if applicable, without offering such holders the right to participate in such settlement, monetization, or disposition.

183. **Assigned Third-Party Claims and Assigned Insurance Rights Cooperation.** During the pendency of the Chapter 11 Cases, the Debtors shall use reasonable best efforts to cooperate with counsel to the Governmental Plaintiff Ad Hoc Committee and counsel to the MSGE Group in connection with their investigation, preservation, pursuit, and securing of the Assigned Third-Party Claims and Assigned Insurance Rights, including by providing non-privileged information (including, without limitation, data, documents, emails, and access to individuals with information), at the reasonable request of counsel to the Governmental Plaintiff Ad Hoc Committee and counsel to the MSGE Group. The Debtors shall use reasonable best efforts to provide all available, non-privileged information relating to the Assigned Third-Party Claims and Assigned Insurance Rights to counsel to the Governmental Plaintiff Ad Hoc Committee, to counsel to the MSGE Group, and to counsel to the Future Claimants' Representative during the Debtors'

bankruptcy cases or on or prior to the Effective Date. To the extent there is any direct conflict between the terms of this paragraph 183 of this Confirmation Order and the Plan, this paragraph 183 controls.

184. **Share Repurchase Claims Cooperation.** During the pendency of the Chapter 11 Cases, the Debtors shall use reasonable best efforts to cooperate with counsel to the Governmental Plaintiff Ad Hoc Committee, counsel to the MSGE Group, and counsel to the Official Committee of Opioid-Related Claimants in connection with their investigation, preservation, pursuit, and securing of the Share Repurchase Claims, including by providing non-privileged information (including, without limitation, data, documents, emails, and access to individuals with information), at the reasonable request of counsel to the Governmental Plaintiff Ad Hoc Committee, counsel to the MSGE Group, and counsel to the Official Committee of Opioid-Related Claimants. The Debtors shall use reasonable best efforts to provide all available, non-privileged information relating to the Share Repurchase Claims to counsel to the Governmental Plaintiff Ad Hoc Committee, counsel to the MSGE Group, counsel to the Official Committee of Opioid-Related Claimants, and counsel to the Future Claimants' Representative during the Debtors' bankruptcy cases or on or prior to the Effective Date. To the extent there is any direct conflict between the terms of this paragraph 184 of this Confirmation Order and the Plan, this paragraph 184 controls.

185. **Industry-Wide Document Disclosure Program.** The VI-Specific Debtors and/or the Reorganized VI-Specific Debtors shall participate in the industry-wide document disclosure program by disclosing publicly a subset of its litigation documents, as set forth in the *Order (I) Approving the University of California, San Francisco Foundation and Johns Hopkins University as the Public Document Depository under Voluntary Injunction and (II) Authorizing Debtors to*

Pay Their Allocable Share of Reasonable Costs and Expenses Related Thereto [Docket No. 3848] (the "**Document Repository Order**"), subject to the scope and protocols described in Article IV.AA of the Plan and the Document Repository Order, and such document disclosure program set forth in Article IV.AA of the Plan and the Document Repository Order is hereby approved in its entirety.

U. GENERAL UNSECURED CLAIMS TRUST

186. **Establishment and Purpose of the General Unsecured Claims Trust.** On the Effective Date, the General Unsecured Claims Trust shall be established in accordance with the Plan and the General Unsecured Claims Trust Documents. On the Effective Date, the General Unsecured Claims Trust Documents shall be executed by the Debtors and the General Unsecured Claims Trustee, as applicable, and the General Unsecured Claims Trust shall be created. The purpose of the General Unsecured Claims Trust shall be to, among other things: (a) resolve all Claims assumed thereby in accordance with the Plan, the General Unsecured Claims Trust Documents, and this Confirmation Order (but not, for the avoidance of doubt, (i) the Share Repurchase Claims, which will be liquidated by the Opioid MDT II or (ii) any Claims to the extent and for so long as they are asserted as any other classification or status of Claims except General Unsecured Claims and Trade Claims assumed by the General Unsecured Claims Trust under Article IV.HH.7 of the Plan); (b) preserve, hold, collect, manage, maximize, and liquidate the assets of the General Unsecured Claims Trust for use in resolving Claims assumed thereby; (c) enforce, pursue, prosecute, compromise, and/or settle the GUC Assigned Preference Claims and the GUC Assigned Sucampo Avoidance Claims; (d) pay all GUC Trust Expenses as provided in the General Unsecured Claims Trust Documents (for which the Estates, the Reorganized Debtors, and the Released Parties shall have no responsibility or liability); and (e) pay any and all administration and operating expenses of the General Unsecured Claims Trust, including the fees

and expenses of any professionals retained by the General Unsecured Claims Trust (for which the Estates, the Reorganized Debtors, and the Released Parties shall have no responsibility or liability).

187. **Approval of the General Unsecured Claims Trust and the General Unsecured Claims Trust Documents.** The General Unsecured Claims Trust and the General Unsecured Claims Trust Documents (other than the GUC Trust Cooperation Agreement), included in the Plan Supplement and filed with the Bankruptcy Court as of the date of entry of this Confirmation Order, and as may be subsequently modified, supplemented, or otherwise amended in a manner not inconsistent with the Plan pursuant to a filing with the Court prior to the Effective Date, are hereby approved. On the Effective Date, the General Unsecured Claims Trust Documents shall be executed by the Debtors and the applicable General Unsecured Claims Trustee, and the General Unsecured Claims Trust shall be created. Notwithstanding anything to the contrary in the Plan, the General Unsecured Claims Trust Documents, as included in the Plan Supplement and filed with the Bankruptcy Court as of the date of entry of this Confirmation Order, are approved in their entirety. For the avoidance of doubt, this paragraph shall not be construed to limit or otherwise restrict the Debtors from filing modified, supplemented, or otherwise amended General Unsecured Claims Trust Documents in the Plan Supplement prior to the Effective Date.

188. **Appointment of General Unsecured Claims Trustee(s).** The appointment of the General Unsecured Claims Trustee(s) in accordance with Article IV.HH of the Plan is hereby approved.

189. **Beneficiaries.** Beneficiaries of the General Unsecured Claims Trust shall have only such rights and interests in and with respect to the applicable trust assets as set forth in the Plan and the General Unsecured Claims Trust Documents. The General Unsecured Claims Trustee(s) shall be entitled to take the actions set forth in, and in each case in accordance with, the

Plan and the General Unsecured Claims Trust Documents. Except as provided in the General Unsecured Claims Trust Documents or Article X of the Plan with respect to General Unsecured Claims, the General Unsecured Claims Trust shall be subject to the continuing jurisdiction of the Court.

190. **Approval of the Implementation of GUC Settlement Provisions in the Plan.** The General Unsecured Claims Trust implementation provisions set forth in Article IV.HH of the Plan are approved in their entirety.

191. **Cooperation.** Notwithstanding anything to the contrary herein with respect to the GUC Trust Cooperation Agreement, on or before the Effective Date, the GUC Trust Cooperation Agreement shall be approved by a separate motion, upon reasonable and appropriate notice, and Court order. To the extent there is any direct conflict between the terms of the Plan, this Confirmation Order, and the GUC Trust Cooperation Agreement, the terms of the GUC Trust Cooperation Agreement shall control. During the pendency of the Chapter 11 Cases, the Debtors shall use reasonable best efforts to cooperate with counsel to the Official Committee of Unsecured Creditors in connection with their investigation, preservation, pursuit, and securing of the GUC Assigned Preference Claims and GUC Assigned Sucampo Avoidance Claims, including by providing non-privileged information (including, without limitation, data, documents, emails, and access to individuals with information), at the reasonable request of counsel to the Official Committee of Unsecured Creditors. The Debtors shall use reasonable best efforts to provide all available, non-privileged information relating to the GUC Assigned Preference Claims and GUC Assigned Sucampo Avoidance Claims to counsel to the Official Committee of Unsecured Creditors during the Debtors' bankruptcy cases or on or prior to the Effective Date. Nothing herein shall limit the Debtors and the Official Committee of Unsecured Creditors, prior to the Effective

Date, from cooperating to resolve certain General Unsecured Claims on such terms as such parties deem reasonable and appropriate.

V. THE ASBESTOS TRUST

192. **Establishment and Purpose of the Asbestos Trust.** On the Effective Date, the Asbestos Trust shall be established in accordance with the Plan and the Asbestos Trust Documents. The Asbestos Trust shall be a separate trust to which, on the Effective Date, all Asbestos Claims shall be channeled for the benefit of the Holders of Asbestos Claims, to be administered by the Asbestos Trustee. On the Effective Date, the Asbestos Trust Documents shall be executed by the Debtors and the Asbestos Trustee, as applicable, and the Asbestos Trust shall be created. The purpose of the Asbestos Trust shall be to, among other things: (1) resolve all Asbestos Claims assumed thereby in accordance with the Plan, the Asbestos Trust Documents, and this Confirmation Order; (2) preserve, hold, collect, manage, and maximize the assets of the Asbestos Trust for use in resolving Asbestos Claims; (3) pay all Asbestos Trust Expenses as provided in the Asbestos Trust Documents (for which the Estates, the Reorganized Debtors, and the Released Parties shall have no responsibility or liability); (4) pay any and all administration and operating expenses of the Asbestos Trust, including the fees and expenses of any professionals retained by the Asbestos Trust (for which the Estates, the Reorganized Debtors, and the Released Parties shall have no responsibility or liability); and (5) qualify at all times as a qualified settlement fund.

193. **Approval of the Asbestos Trust and the Asbestos Trust Documents.** The Asbestos Trust and the Asbestos Trust Documents, including without limitation those included with the Plan Supplement, and as may be subsequently modified, supplemented, or otherwise amended pursuant to a filing with the Court prior to the Effective Date, are hereby approved. On the Effective Date, the Asbestos Trust Documents shall be executed by the Debtors and the applicable Asbestos Trustee(s), and the Asbestos Trust shall be created. The Asbestos Trust is

intended to be a "qualified settlement fund" within the meaning of the Treasury Regulations issued under section 468B of the Internal Revenue Code, separate from the General Unsecured Claims Trust. Notwithstanding anything to the contrary in the Plan, the Asbestos Trust Documents, as included in the Plan Supplement, are approved in their entirety.

194. **Appointment of Asbestos Trustee(s).** The appointment of the Asbestos Trustee(s) in accordance with Article IV.II of the Plan is hereby approved.

195. **Beneficiaries.** Beneficiaries of the Asbestos Trust shall have only such rights and interests in and with respect to the applicable trust assets as set forth in the Plan and the Asbestos Trust Documents. The Asbestos Trustee(s) shall be entitled to take the actions set forth in, and in each case in accordance with, the Plan and the Asbestos Trust Documents. Except as provided in the Asbestos Trust Documents or Article X of the Plan with respect to Asbestos Claims, the Asbestos Trust shall be subject to the continuing jurisdiction of the Court.

196. **Asbestos Claims Allowance.** All Asbestos Claims will be channeled to the Asbestos Trust and resolved by the Asbestos Trustee pursuant to the Asbestos Trust Documents. Because Asbestos Claims will be administered by the Asbestos Trust, the Asbestos Trustee will process and pay Asbestos Claims without the need or requirement to file claim objections or seek allowance or disallowance of claims by the Court pursuant to section 502 of the Bankruptcy Code. Asbestos Late Claims, will be assumed by the General Unsecured Claims Trust and will be resolved by the General Unsecured Claims Trustee. Holders of disallowed Asbestos Claims shall have no recourse to the Asbestos Trust, the Debtors or their Estates, the Reorganized Debtors, NewCo, any NewCo Subsidiaries, or the Released Parties in respect of such disallowed Asbestos Claims. Only the Asbestos Trustee shall be entitled to object to the Asbestos Claims, and, for the

avoidance of doubt, only the General Unsecured Claims Trustee is entitled to object to the Asbestos Late Claims in the manner set forth in Article IV.HH.8 of the Plan.

197. **Approval of the Implementation of Asbestos Trust Provisions in the Plan.** The Asbestos Trust implementation provisions set forth in Article IV.II of the Plan are approved in their entirety.

W. THE MONITOR

198. The appointment of the Monitor for a term of five years from the Petition Date is hereby approved pursuant to the terms of the Plan and Article IV.BB therein. If, at the conclusion of the Monitor's five-year term, the Settling States determine in good faith and in consultation with the Monitor that the Reorganized VI-Specific Debtors have failed to achieve and maintain substantial compliance with the substantive provisions of the Opioid Operating Injunction, the Monitor's engagement shall be extended for an additional term of up to two years, subject to the right of the Reorganized VI-Specific Debtors to commence legal proceedings for the purpose of challenging the decision of the Settling States and to seek preliminary and permanent injunctive relief with respect thereto. The Monitor shall be the Chapter 11 Monitor in place as of the Effective Date unless justifiable cause exists and the Monitor Agreement shall remain in full force and effect upon the Effective Date, unless amended or superseded by further order of the Court. The Monitor-related provisions set forth in Article IV.BB of the Plan are approved in their entirety.

X. FEDERAL/STATE ACTHAR SETTLEMENT

199. As of the Effective Date, the Federal/State Acthar Settlement Agreements shall be executed by Parent, Mallinckrodt ARD LLC, the U.S. Government, and the States. On the Effective Date or as soon as reasonably practicable thereafter, the Debtors and/or the Reorganized Debtors shall make the Initial Federal/State Acthar Settlement Payment, and thereafter, the Reorganized Debtors shall make each of the Federal/State Acthar Deferred Cash Payments;

provided, that except as otherwise expressly set forth in any of the Federal/State Acthar Settlement Agreements executed by any State, the Initial Federal/State Acthar Settlement Payment and Federal/State Acthar Deferred Cash Payments shall bear interest accruing at an annual rate of 0.6255%, running from September 21, 2020, in eight installments.

Y. CO-DEFENDANTS

200. **Co-Defendant Contracts.** The Court hereby approves Article V.G of the Plan.

201. **Co-Defendant Defensive Rights.** The Court hereby approves Article IX.N of the Plan.

Z. EMPLOYMENT AND BENEFIT ARRANGEMENTS

202. Subject to the provisions of the Plan, all Compensation and Benefits Programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards) shall be treated as Executory Contracts under the Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. All Proofs of Claim Filed for amounts due under any Compensation and Benefits Program shall be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in the Plan. All collective bargaining agreements to which any Debtor is a party, and all Compensation and Benefits Programs which are maintained pursuant to such collective bargaining agreements or to which contributions are made or benefits provided pursuant to a current or past collective bargaining agreement, will be deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code and the Reorganized Debtors reserve all of their rights under such agreements. For the avoidance of doubt, the Debtors and Reorganized Debtors, as applicable, shall honor all their obligations under section 1114 of the Bankruptcy Code. None of the Restructuring, the Restructuring Transactions, or any assumption of Compensation and Benefits Programs pursuant to the terms herein shall be deemed to trigger

any applicable change of control, vesting, termination, acceleration or similar provisions therein. No counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

203. As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (a) all applicable state workers' compensation laws; and (b) the Workers' Compensation Contracts. All Proofs of Claims filed by the Debtors' current or former employees on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court based upon the treatment provided for herein; *provided* that nothing in the Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Contracts; *provided*, *further*, that nothing in the Plan shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable non-bankruptcy law and/or the Workers' Compensation Contracts.

AA. DISCHARGE OF CLAIMS, OPIOID DEMANDS, AND INTERESTS; COMPROMISE AND SETTLEMENT OF CLAIMS, OPIOID DEMANDS, AND INTERESTS

204. The Court hereby approves Article IX.A of the Plan, which provides:[15] Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of all Claims, Opioid Claims, Opioid Demands, and Interests of

[15] To the extent of a conflict between this Section II.AA of this Confirmation Order and the Plan, the Plan controls.

any nature whatsoever, whether known or unknown, against, liabilities of, demands against, Liens on, obligations of, or rights against the Debtors, the Reorganized Debtors, or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, Opioid Claims, Opioid Demands, or Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim, Opioid Claim, Opioid Demand, or Interest is Allowed; or (3) the Holder of such Claim, Opioid Claim, Opioid Demand, or Interest has accepted the Plan. For the avoidance of doubt, the Claims against the Debtors, the Reorganized Debtors, and any of their assets and properties discharged pursuant to the Plan shall include (y) any Claims to the extent based on any assertion that the *Wholesale Product Purchase Agreement* (as in effect immediately prior to the Effective Date and including any prior versions of such agreement) between Mallinckrodt ARD LLC and Priority Healthcare Distribution, Inc., and/or the Debtors' (or any predecessor's) pre-Effective Date performance thereunder consistent with its terms, constitute an anticompetitive agreement or other anticompetitive conduct under applicable law, and (z) any Claims based on pre-Effective Date sales of Acthar Gel to the extent based on any assertion that the Debtors' (or any predecessor's) acquisition by license and maintenance of any rights to Synacthen Depot and related assets constitute anticompetitive conduct under applicable law. Except as otherwise provided herein, any default by the Debtors with respect to any Claim, Opioid Claim, or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. This Confirmation Order shall be a judicial

determination of the discharge of all Claims, Opioid Demands, and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan. For the avoidance of doubt, nothing in this Article IX.A shall affect the rights of Holders of Claims and Interests to seek to enforce the Plan, including the distributions to which Holders of Allowed Claims and Interests may be entitled to under the Plan.

205. In consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Opioid Demands, Interests and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Opioid Demands, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromises or settlements are in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and are fair, equitable, and reasonable. The Co-Defendant Defensive Rights shall not be waived, released, altered, impaired, or discharged and all Co-Defendant Defensive Rights are preserved, as provided in Article IX.N of the Plan.

206. For the avoidance of doubt, any Asbestos Claims against the Debtors shall be discharged upon the Effective Date to the maximum extent permitted by law.

BB. RELEASES BY THE DEBTORS

207. The Court hereby approves Article IX.B of the Plan, which provides:[16] Pursuant to section 1123(b) of the Bankruptcy Code (and any other applicable provisions of the Bankruptcy

[16] To the extent of a conflict between this Section II.BB of this Confirmation Order and the Plan, the Plan controls.

Code), as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the Opioid Settlement (as defined in the Restructuring Support Agreement) and the restructuring, and except as otherwise explicitly provided in the Plan or in this Confirmation Order, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released and discharged, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof and as such Entities existed prior to or after the Petition Date), their Estates, the Debtors' in- or out-of-court restructuring efforts (including the Chapter 11 Cases), the purchase, sale, or rescission of the purchase or sale of any security or indebtedness of the debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity

Interest that is treated in the Plan, litigation claims arising from historical intercompany transactions between or among a Debtor and another Debtor, the business or contractual arrangements between any Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, any Avoidance Actions, the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Definitive Documents, the Opioid MDT II, Opioid MDT II Documents, the Opioid Creditor Trusts, the Opioid Creditor Trust Documents, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020 and all matters and potential transactions described therein, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition and postpetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, any Restructuring Transaction, any agreement, instrument, release, and other documents (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or this Confirmation Order in lieu of such legal opinion) created or entered into prior to the Effective Date in connection with the creation of the Opioid MDT II, the Opioid Creditor Trusts, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020, the Restructuring Support Agreement and related prepetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of confirmation (including the solicitation of votes on the Plan), the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities

pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon the business or contractual arrangements between any Debtor and any Released Party, and any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing; *provided*, *however*, that the Debtors do not release, and the Opioid MDT II shall retain, all Assigned Third-Party Claims and Assigned Insurance Rights; *provided*, *further*, that the Debtors do not release Claims or Causes of Action against Released Co-Defendants that (i) are commercial in nature, and (ii) are unrelated to the Chapter 11 Cases or the subject matter of a Pending Opioid Action; *provided*, *further*, that the Debtors do not release, Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any person and this Confirmation Order shall permanently enjoin the commencement or prosecution by any person, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding anything to the contrary in the foregoing, (x) the releases by the Debtors set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any restructuring, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claims which are reinstated pursuant to the Plan, and (y) with respect to the Released Co-Defendants, nothing in Article IX.B of the Plan shall release any Estate Surviving Pre-Effective Date Claim. The foregoing release will be effective as

of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any person, and this Confirmation Order shall permanently enjoin the commencement or prosecution by any person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to the foregoing release.

208. The Reorganized Debtors, the Opioid MDT II, and the Opioid Creditor Trusts shall be bound, to the same extent the Debtors are bound, by the releases set forth in Article IX.B of the Plan. For the avoidance of doubt, Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct, including findings after the Effective Date, are not released pursuant to Article IX.B of the Plan.

209. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article IX.B of the Plan, which includes by reference each of the related provisions and definitions contained herein, and further shall constitute the Bankruptcy Court's finding that such release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors, their Estates and all Holders of Claims and Equity Interests; (d) fair, equitable and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any Entity or person asserting any Claim or Cause of Action released by Article IX.B of the Plan. The

foregoing shall apply equally and with the same force and effect to any release by the Debtors in the Rebate Claims State Settlement Agreement (defined below).

CC. RELEASES BY NON-DEBTOR RELEASING PARTIES OTHER THAN OPIOID CLAIMANTS

210. The Court hereby approves Article IX.C of the Plan, which provides:[17] Pursuant to section 1123(b) of the Bankruptcy Code (and any other applicable provisions of the Bankruptcy Code), as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the Opioid Settlement (as defined in the Restructuring Support Agreement) and restructuring, and except as otherwise explicitly provided in the Plan or in this Confirmation Order, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released and discharged, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, except as otherwise explicitly provided herein, by the Non-Debtor Releasing Parties, in each case, from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable

[17] To the extent of a conflict between this Section II.CC of this Confirmation Order and the Plan, the Plan controls. This paragraph 210 is a direct recitation of Article IX.C of the Plan and is not intended to make any additional findings of fact and conclusions of law endorsed by the Bankruptcy Court.

international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof and as such entities existed prior to or after the Petition Date), their Estates, the Debtors' in- or out-of-court restructuring efforts (including the Chapter 11 Cases), the purchase, sale, or rescission of the purchase or sale of any Security or indebtedness of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, litigation claims arising from historical intercompany transactions between or among a Debtor and another Debtor, the business or contractual arrangements or interactions between any Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, any Avoidance Actions, the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Definitive Documents, the Opioid MDT II, the Opioid MDT II Documents, the Opioid Creditor Trust, the Opioid Creditor Trust Documents, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020 and all matters and potential transactions described therein, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition and postpetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, any

Restructuring Transaction, any agreement, instrument, release, and other documents (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or this Confirmation Order in lieu of such legal opinion) created or entered into prior to the Effective Date in connection with the creation of the Opioid MDT II, the Opioid Creditor Trusts, the prepetition documents, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of confirmation (including the solicitation of votes on the Plan), the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon the business or contractual arrangements between any Debtor and any Released Party, and any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing, other than Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence or willful misconduct. For the avoidance of doubt, Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct, including findings after the Effective Date, are not released pursuant to Article IX.C

of the Plan. Notwithstanding anything to the contrary in the foregoing, the releases by the Non-Debtor Releasing Parties set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any restructuring, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claims which are reinstated pursuant to the Plan. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any person, and this Confirmation Order shall permanently enjoin the commencement or prosecution by any person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to the foregoing release. Notwithstanding anything herein to the contrary, Released Co-Defendants shall not be Released Parties for purposes of Article IX.C of the Plan. As a matter of clarification, the claims released by the Released Co-Defendants pursuant to Article IX.C shall not include any counterclaims, cross claims or other claims not directly arising from Mallinckrodt's restructuring or these chapter 11 cases that the Released Co-Defendants may have against any Released Party in connection with any Pending Opioid Action or future action similar thereto, including any pending or future Opioid Action involving Mallinckrodt.

211. Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order shall (x) release, discharge, or preclude the enforcement of any criminal liability of a Released Party to a Governmental Unit arising out of, or relating to, any act or omission of a Released Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act; (y) release or discharge a consultant or expert having been retained to provide strategic advice for

sales and marketing of opioid products who has received a civil investigative demand or other subpoena related to sales and marketing of opioid products from any state attorney general on or after January 1, 2019 through the Petition Date; or (z) preclude the Governmental Units that are plaintiffs in *Connecticut et al., v. Sandoz, Inc. et al*., Case No. 2:20-cv-03539 (E.D. Pa.) from seeking injunctive relief in such pending action governing future conduct of the Debtors or the Reorganized Debtors, as applicable, that would not otherwise be discharged under the Bankruptcy Code. It is further understood and agreed that, pursuant to clause (z), the Governmental Units are not precluded from introducing or relying on facts or evidence occurring during the time period prior to the Confirmation Date in support of the request for future injunctive relief and the Debtors' and Reorganized Debtors' rights to object on any evidentiary grounds are reserved thereto.

212. Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan or Confirmation Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceeding or investigations against any non-Debtor person or non-Debtor entity in any forum.

213. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Non-Debtor Releasing Parties set forth in Article IX.C of the Plan, which includes by reference each of the related provisions and definitions contained herein, and further shall constitute the Bankruptcy Court's finding that such release is: (a) consensual; (b) given and made after due notice and opportunity for hearing; (c) within the jurisdiction of the Bankruptcy Court pursuant to 28 U.S.C. § 1334; (d) appropriately narrow in scope; (e) essential to the formulation, confirmation, and implementation of the Plan;

and (f) a bar to any Entity or person asserting any Claim or Cause of Action released by Article IX.C of the Plan.

214. Upon the Effective Date, all pre-Effective Date injunctions and stays, including without limitation the automatic stay under 11 U.S.C. §§ 362 and 105 as extended to third-parties by the Court, shall as to Claims and Causes of Action not released under Article IX.C of the Plan be dissolved and vacated without the need for further order of the Court.

DD. RELEASES BY HOLDERS OF OPIOID CLAIMS

215. The Court hereby approves Article IX.D of the Plan, which provides:[18] Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code (and any other applicable provisions of the Bankruptcy Code), as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Protected Parties before and during the Chapter 11 Cases to facilitate the Opioid Settlement (as defined in the Restructuring Support Agreement) and restructuring, each Opioid Claimant (in its capacity as such) is deemed to have released and discharged, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, each Debtor, Reorganized Debtor, and Protected Party from any and all Claims (including Opioid Claims and Opioid Demands), counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, liens, remedies, losses, contributions, indemnities, costs, liabilities, or attorneys' fees and expenses whatsoever, including any derivative claims asserted, or assertable on behalf of the Debtors, or their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown,

[18] To the extent of a conflict between this Section II.DD of this Confirmation Order and the Plan, the Plan controls.

foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of any other person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof and as such Entities existed prior to or after the Petition Date), their Estates, the Opioid Claims (including Opioid Demands), the Debtors' in- or out-of-court restructuring efforts (including the Chapter 11 Cases), intercompany transactions between or among a Debtor and another Debtor, the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, any Avoidance Actions, the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Opioid MDT II, the Opioid MDT II Documents, the Opioid Creditor Trusts, the Opioid Creditor Trust Documents, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020 and all matters and potential transactions described therein, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, any Restructuring Transaction, or any contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Protected Party on the Plan or this Confirmation Order in lieu of such legal opinion) created or entered into prior to the Effective Date in connection with the creation of the Opioid MDT II, the Opioid Creditor Trusts, the

"agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of confirmation (including the solicitation of votes on the Plan), the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon the business or contractual arrangements between any Debtor and any Protected Party, or upon any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases by the Opioid Claimants set forth above (a) do not release any post-Effective Date obligations of any party or Entity under the Plan, any post-Effective Date transaction contemplated by the restructuring, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any claims or causes of actions against any co-defendant of the Debtors (other than any Protected Party) in any opioid-related litigation and (b) with respect to Co-Defendants and their Co-Defendant Related Parties, do not affect or alter (x) any treatment expressly set forth in Article III or Article V.G. of the Plan, (y) the preservation of Co-Defendant Defensive Rights as set forth in the Plan, including, without limitation, in Article IX.N of the Plan, or (z) any related substantive language set forth in the defined terms applicable to the foregoing clauses (x) or (y), as set forth in Article I of the Plan. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or

approval of any person, and this Confirmation Order shall permanently enjoin the commencement or prosecution by any person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to the foregoing release by Opioid Claimants. Notwithstanding anything herein to the contrary, Released Co-Defendants shall not be Protected Parties under the Plan.

216. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of this release by Opioid Claimants, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that this release is: (1) essential to the confirmation of the Plan; (2) given in exchange for the good and valuable consideration provided by the Protected Parties; (3) a good-faith settlement and compromise of the Claims released by Article IX.D of the Plan; (4) in the best interests of the Debtors, their Estates, and all Opioid Claimants; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any Opioid Claimant asserting any Claim or Cause of Action released pursuant to Article IX.D of the Plan.

217. For the avoidance of doubt, Claims or Causes of Action arising out of, or related to, any act or omission of a Protected Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct, including findings after the Effective Date, are not released pursuant to article IX.D of the Plan. Notwithstanding anything to the contrary in the foregoing, the releases by the Opioid Claimants set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any restructuring, any document,

instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claims which are reinstated pursuant to the Plan.

218. Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order shall (x) release, discharge, or preclude the enforcement of any liability of a Protected Party to a Governmental Unit arising out of, or relating to, any act or omission of a Protected Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act perpetrated by the applicable Protected Party; or (y) release or discharge a consultant or expert having been retained to provide strategic advice for sales and marketing of opioid products who has received a civil investigative demand or other subpoena related to sales and marketing of opioid products from any state attorney general on or after January 1, 2019 through the Petition Date.

EE. RELEASE OF OPIOID CLAIMANTS

219. The Court hereby approves Article IX.E of the Plan, which provides:[19] Pursuant to section 1123(b) of the Bankruptcy Code (and any other applicable provisions of the Bankruptcy Code), as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in this Confirmation Order, the Holders of Opioid Claims and Released Co-Defendants and each of their Co-Defendant Related Parties, in each case solely in their respective capacities as such, shall be deemed conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released and discharged, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Protected Parties from any and all Claims, counterclaims,

[19] To the extent of a conflict between this Section II.EE of this Confirmation Order and the Plan, the Plan controls.

disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or their Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Protected Parties are, were, would have been, or will be legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other person, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived) based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof and as such Entities existed prior to or after the Petition Date), their Estates, the Debtors' in- or out-of-court restructuring efforts (including the Chapter 11 Cases), the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, any Avoidance Actions, the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Definitive Documents, the Opioid MDT II, the Opioid MDT II Documents, the Opioid Creditor Trusts, the Opioid Creditor Trust Documents, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020 and all matters and potential transactions described therein, the Restructuring Support

Agreement (including any amendments and/or joinders thereto) and related prepetition and postpetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, any Restructuring Transaction, any agreement, instrument, release, and other documents created or entered into prior to the Effective Date in connection with the creation of the Opioid MDT II, the Opioid Creditor Trusts, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020, the Restructuring Support Agreement (including any amendments and/or joinders thereto) and related prepetition transactions, the Disclosure Statement, the Plan, the Plan Supplement, the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of confirmation (including the solicitation of votes on the Plan), the pursuit of consummation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, Pending Opioid Actions, the development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of opioid-related products, any past use or misuse of any opioid sold by the Debtors or any of its affiliates, and any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing; *provided*, *however*, that the Debtors do not release, and the Opioid MDT II shall retain, all Assigned Third-Party Claims, Assigned Insurance Rights, and Share Repurchase Claims; *provided*, *further*, that the Protected Parties do not release, Claims or Causes of Action arising out of, or related to, any act or omission of a Holder of an Opioid Claim, Released Co-Defendant, or Co-Defendant Related Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct; *provided, further*, that nothing in Article IX.E of the Plan shall (a) release any Cause of Action the Protected Parties are entitled to assert that is both (i) contractual

or commercial in nature and (ii) unrelated to the subject matter of Pending Opioid Actions, (b) release any Cause of Action the Debtors are entitled to assert, to the extent such Cause of Action is necessary for the administration and resolution of a Claim against a Debtor solely in accordance with the Plan, *provided, however*, that the forgoing clause (b) shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, (c) release any claim or right of the Debtors or the Reorganized Debtors arising in the ordinary course of the Debtors' or Reorganized Debtors' business, including, without limitation, any such claim with respect to taxes, (d) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Definitive Documents, this Confirmation Order or the Restructuring Transactions, or (e) with respect to the Released Co-Defendants and their Co-Defendant Related Parties, nothing in Article IX.E of the Plan shall release any Estate Surviving Pre-Effective Date Claim. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any person and this Confirmation Order shall permanently enjoin the commencement or prosecution by any person, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this release of Holders of Opioid Claims and Released Co-Defendants and each of their Co-Defendant Related Parties, solely in their capacity as such, by the Protected Parties. Notwithstanding anything to the contrary in the foregoing, the releases by the Protected Parties set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any restructuring, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claims which are reinstated pursuant to the Plan. For the avoidance doubt, the

releases by the Protected Parties set forth in Section IX.E of the Plan shall not release any Holder of Opioid Claims from any specific Claim, counterclaim, dispute, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, lien, remedy, loss, contribution, indemnity, cost, liability, attorneys' fee or expense if such Holder of Opioid Claims, in its capacity other than as a Holder of Opioid Claims, has not released the applicable Protected Party from Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses arising from a common nucleus of operative facts.

220. The Reorganized Debtors, the Opioid MDT II, and the Opioid Creditor Trusts shall be bound, to the same extent the Debtors are bound, by the releases set forth in Article IX.E of the Plan.

221. Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan or Confirmation Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceeding or investigations against any non-Debtor person or non-Debtor entity in any forum.

222. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Protected Parties set forth in Article IX.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and further shall constitute the Bankruptcy Court's finding that such release is: (a) in exchange for the good and valuable consideration provided by the Holders of Opioid Claims; (b) a good faith settlement and compromise of the Claims against the Holders of Opioid Claims released by the Protected Parties; (c) in the best interests of the Debtors, their Estates and all

Holders of Claims and Equity Interests; (d) fair, equitable and reasonable; (e) given and made after due notice and opportunity for hearing; (f) a bar to any Entity or person asserting any Claim or Cause of Action released by Article IX.E of the Plan; and (g) essential to the confirmation of the Plan.

FF. THE NON-CONSENSUAL THIRD-PARTY RELEASES IN THE PLAN SATISFY AND ARE APPROPRIATE UNDER THIRD CIRCUIT LAW

223. The findings in the Confirmation Opinion related to the Third-Party Releases (as defined in the Confirmation Opinion) are incorporated by reference into this Confirmation Order, and if there is any direct conflict between the findings in the Confirmation Opinion related to the Third-Party Releases (as defined in the Confirmation Opinion) and as contained anywhere in this Confirmation Order, the findings in the Confirmation Opinion related to the Third-Party Releases (as defined in the Confirmation Opinion) shall control.

224. **Satisfaction of The Third Circuit Standard For Third-Party Releases.** The non-consensual third-party releases under Articles IX.D-E of the Plan satisfy the standard articulated in *In re Continental Airlines*, 203 F.3d 203 (3d Cir. 2000); *see also In re Millennium Lab Holdings II, LLC*, 591 B.R. 559, 584 (D. Del. 2018), *aff'd sub nom. In re Millennium Lab Holdings II, LLC.*, 945 F.3d 126 (3d Cir. 2019) (*citing* to *In re Master Mortgage Inv. Fund, Inc.*, 168 B.R. 930, 937 (Bankr.W.D.Mo.1994)).[20]

[20] The *Master Mortgage* factors are: "(1) an identity of interest between the debtor and the third party, such that a suit against the non-debtor is, in essence, a suit against the debtor or will deplete assets of the estate; (2) substantial contribution by the non-debtor of assets to the reorganization; (3) the essential nature of the injunction to the reorganization to the extent that, without the injunction, there is little likelihood of success; (4) an agreement by a substantial majority of creditors to support the injunction, specifically if the impacted class or classes "overwhelmingly" votes to accept the plan; and (5) provision in the plan for payment of all or substantially all of the claims of the class or classes affected by the injunction."

225. **Identity of Interest.** The non-consensual third-party releases under Article IX.D-E of the Plan benefit the Reorganized Debtors and there is an identity of interest between the released third-parties and the Reorganized Debtors. Specifically, Article V.F of the Plan provides that the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the New Governance Documents will provide to the fullest extent provided by law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members' and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and, notwithstanding anything in the Plan to the contrary, none of the Reorganized Debtors will amend and/or restate the New Governance Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

226. Further, Article IV.E of the Plan provides that each Reorganized Debtor's memorandum and articles of association, bylaws, and other New Governance Documents shall provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, current and former managers, directors, officers, equity holders, members, employees, accountants, investment bankers, attorneys, other professionals, or agents of the Debtors and such current and former managers', directors', officers',

equity holders', members', employees', accountants', investment bankers', attorneys', other professionals' and agents' respective Affiliates to the same extent as set forth in the Indemnification Provisions, against any claims or causes of action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted.

227. As such, there is an identity of interest because Claims or Causes of Action against the Debtors' directors or officers, agents, employees, professionals, and other parties mentioned in Articles IV.E and V.F will result in financial obligations for litigation and indemnification obligations against the Reorganized Debtors. There is an identity of interest between the Reorganized Debtor and aforementioned third-parties, such that a suit against those third-parties is, in essence, a suit against the Reorganized Debtors.

228. **Significant Contributions. T**he Protected Parties being released under the non-consensual third-party releases under Article IX.D-E of the Plan, individually and collectively, made significant contributions, or had significant contributions made on their behalf, to the Chapter 11 Cases. Specifically, their contributions include without limitation negotiating and entering into the Restructuring Support Agreement and the Opioid Settlement (as defined in the Restructuring Support Agreement), facilitating the Debtors' and Reorganized Debtors' funding of the Opioid MDT II Consideration, facilitating the creation of the Opioid MDT II and the Opioid Creditor Trusts, entering into and funding the OCC Settlement, entering into and funding the UCC Settlement, actively supporting the Debtors' reorganization, managing and overseeing the Debtors' businesses during the Chapter 11 Cases, participating in depositions, appearing at Court hearings, and developing the business plan for the Reorganized Debtors so that the Reorganized Debtors could meet financial requirements under the Plan.

229. **Necessity.** The non-consensual third-party releases under Article IX.D-E of the Plan are integral and necessary to the Plan. But for the provision of these releases, the Restructuring Support Agreement, the Plan and its underlying settlements, including the UCC Settlement, OCC Settlement, and the Second Lien Notes Settlement incorporated into the Plan would not have been achieved. Without the releases under the Plan, the Debtors would be forced to continue to participate in thousands of opioid-related litigation and other potential third-party litigation thereby nullifying the benefits of the Plan, the aforementioned settlements incorporated therein, the Opioid Permanent Channeling Injunction, and any other benefits of the Chapter 11 Cases.

230. **Plan Acceptance.** The classes affected (*i.e.*, the opioid creditor classes in the Class 8 and 9 subclasses) by the non-consensual third-party releases under Article IX.D-E of the Plan voted to accept the Plan by the percentages required by section 1126 of the Bankruptcy Code. The final voting results from Prime Clerk demonstrate that the Opioid Claimants overwhelmingly, and nearly unanimously, voted in favor of the Plan. Overall, over 250,000 Opioid Claimants voted to accept the Plan, while approximately 5,000 Opioid Claimants voted to reject the Plan. Of the 12 opioid-related classes and subclasses entitled to vote (Classes 8 and 9(a)-(h)), 11 voted to accept the Plan with each of those subclasses having at least 90% in amount and number accepting the Plan. Specifically, of the Holders of Opioid Claims in Classes 8(a)-(d) that voted, well over 95 percent voted to accept the Plan. Similarly, of the Holders of Opioid Claims in Classes 9(a)-(h) that voted, well over 95 percent voted to accept the Plan. The only rejecting opioid class was Class 9(h) (Other Opioid Claims) which had less than a thousand Opioid Claimants vote to reject the Plan.

231. **Plan Treatment.** The classes affected (*i.e.*, the opioid creditor classes in the Class 8 and 9 subclasses) by the non-consensual third-party releases under Article IX.D-E of the Plan are receiving a substantial amount of consideration under the Plan in exchange for those releases. Specifically, the Opioid MDT II and Opioid Creditor Trusts are receiving the Opioid MDT II Consideration (which includes the Initial Opioid MDT II Payment, the New Opioid Warrants, the Opioid Deferred Cash Payments, the Assigned Third-Party Claims, the Assigned Insurance Rights, and the Opioid MDT II Share Repurchase Proceeds) provided by the Debtors. Further, the Opioid Claimants can pursue their Opioid Claims and Opioid Demands against the Opioid Creditor Trusts pursuant to the Opioid MDT II Documents and Opioid Creditor Trust Documents. The Opioid Claimants are also receiving a reciprocal release *from* the Protected Parties under Article IX.E of the Plan. Further, the Plan provides a mechanism under the Other Opioid Claimant Pro Rata Share for Holders of Other Opioid Claims to receive recoveries commensurate with (and proportionate to) the Holders of Opioid Claims.

GG. EXCULPATION

232. The Court hereby approves Article IX.F of the Plan, which provides:[21] Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any person for any Claims or Causes of Action arising on or after the Petition Date and prior to or on the Effective Date for any act taken or omitted to be taken in connection with, related to, or arising out of, the Chapter 11 Cases, formulating, negotiating, preparing, disseminating, implementing, filing, administering, confirming or effecting the confirmation or consummation of the Plan, the Disclosure Statement, the Opioid Settlement (as

[21] To the extent of a conflict between this Section II.GG of this Confirmation Order and the Plan, the Plan controls.

defined in the Restructuring Support Agreement), the Opioid MDT II Documents, the Opioid Creditor Trust Documents, the "agreement in principle for global opioid settlement and associated debt refinancing activities" announced by the Parent on February 25, 2020, the Restructuring Support Agreement (including any amendments and/or joinders thereto), or any contract, instrument, release or other agreement or document created or entered into in connection with any of the foregoing, or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the Disclosure Statement or confirmation or consummation of the Plan, the Opioid Settlement (as defined in the Restructuring Support Agreement), the Opioid MDT II Documents, or the Opioid Creditor Trust Documents, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; *provided*, *however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (a) any Causes of Action arising from actual fraud, gross negligence, or willful misconduct of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (b) the rights of any person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided*, *further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.

233. The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any

applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

234. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any person or Entity.

HH. PERMANENT INJUNCTION

235. The Court hereby approves Article IX.G of the Plan, which provides:[22] Except as otherwise expressly provided in this Confirmation Order or Plan, from and after the Effective Date all persons are, to the fullest extent provided under section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from: (a) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any encumbrance of any kind; (d) asserting any right of setoff, or subrogation of any kind; and (e) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Equity Interest or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or this Confirmation Order against any person so released, discharged or exculpated (or the property or estate of any person so released, discharged or exculpated). All injunctions or stays provided in the Chapter 11 Cases under section 105 or section 362 of the Bankruptcy Code, or otherwise, and in existence on the confirmation date, shall remain in full force until the Effective

[22] To the extent of a conflict between this Section II.HH of this Confirmation Order and the Plan, the Plan controls.

Date; *provided* that nothing in the Plan, Confirmation Order or other Definitive Documents shall in any way extend any stay in effect pursuant to the (x) *Order Granting the Debtors' Motion for Injunctive Relief Pursuant to 11 U.S.C. § 105* [Adv. Pro. No. 20-50850, Adv. Docket No. 170] (the "**First 105 Order**"), (y) *Order Granting the Debtors' Supplemental Motion for Injunctive Relief Pursuant to 11 U.S.C. § 105* [Adv. Pro. No. 20-50850, Adv. Docket No. 180] (the "**Supplemental 105 Order**"), or (z) any previously granted extensions of the First 105 Order or the Supplemental 105 Order ((x), (y) and (z) collectively, the "**105 Orders**").

236. The Debtors and Reorganized Debtors' rights are reserved to seek relief from the Bankruptcy Court or District Court, as applicable, in the event any party raises or litigates in the Irish Examinership Proceedings any issue or claim that has been previously ruled upon under United States federal or state law in the Bankruptcy Court

II. OPIOID PERMANENT CHANNELING INJUNCTION

237. The Court hereby approves Article IX.H of the Plan, which provides:[23] *TERMS.* Pursuant to section 105(a) of the Bankruptcy Code, from and after the Effective Date, the sole recourse of any Opioid Claimant on account of its Opioid Claims (including Opioid Demands) based upon or arising from the Debtors' pre-Effective Date conduct or activities shall be to the Opioid MDT II or the Opioid Creditor Trusts, as applicable, pursuant to Article IX.H of the Plan and the Opioid MDT II Documents or the Opioid Creditor Trust Documents, as applicable, and such Opioid Claimant shall have no right whatsoever at any time to assert its Opioid Claims (including Opioid Demands) against any Protected Party or any property or interest in property of any Protected Party. On and after the Effective Date, all Opioid Claimants, including Future

[23] To the extent of a conflict between this Section II.II of this Confirmation Order and the Plan, the Plan controls.

Opioid PI Claimants, shall be permanently and forever stayed, restrained, barred, and enjoined from taking any of the following actions for the purpose of, directly or indirectly or derivatively collecting, recovering, or receiving payment of, on, or with respect to any Opioid Claim (including Opioid Demand) based upon or arising from the Debtors' pre-Effective Date conduct or activities other than from the Opioid MDT II or the Opioid Creditor Trusts pursuant to the Opioid MDT II Documents or the Opioid Creditor Trust Documents, as applicable:

a. Commencing, conducting, or continuing in any manner, directly, indirectly or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Protected Party or any property or interests in property of any Protected Party;

b. Enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interests in property of any Protected Party;

c. Creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance against any Protected Party or any property or interests in property of any Protected Party;

d. Setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interests in property of any Protected Party; or

e. Proceeding in any manner in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Opioid MDT II or the Opioid Creditor Trusts, as applicable, except in conformity and compliance with the applicable Opioid MDT II Documents and Opioid Creditor Trust Documents.

RESERVATIONS. The foregoing injunction shall not stay, restrain, bar, or enjoin (a) the rights of Opioid Claimants to assert Opioid Claims (including Opioid Demands) against the Opioid MDT II or the Opioid Creditor Trusts, as applicable, solely in accordance with the Plan, the Opioid MDT II Documents, and the Opioid Creditor Trust Documents, as applicable; and (b) the rights of Entities to assert any Claim, debt, obligation, or liability for payment of Trust Expenses against the Opioid MDT II.

MODIFICATIONS. There can be no modification, dissolution, or terminations of this Opioid Permanent Channeling Injunction, which shall be a permanent injunction.

NON-LIMITATION OF CHANNELING INJUNCTION. Nothing in the Plan, the Opioid MDT II Documents, or the Opioid Creditor Trust Documents shall be construed in any way to limit the scope, enforceability, or effectiveness of the Opioid Permanent Channeling Injunction issued in connection with the Plan.

BANKRUPTCY RULE 3016 COMPLIANCE. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

JJ. OPIOID INSURER INJUNCTION

238. The Court hereby approves Article IX.I of the Plan, which provides:[24] *TERMS.* In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an Opioid Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy from or against any Opioid Insurer, including:

a. commencing, conducting or continuing, in any manner any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any Opioid Insurer, or against the property of any Opioid Insurer, on account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy;

b. enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any Opioid Insurer, or against the property of any Opioid Insurer, on account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy;

c. creating, perfecting or enforcing in any manner any Lien of any kind against any Opioid Insurer, or against the property of any Opioid Insurer, on

[24] To the extent of a conflict between this Section II.JJ of this Confirmation Order and the Plan, the Plan controls.

account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy;

d. asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any Opioid Insurer, or against the property of any Opioid Insurer, on account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy; and

e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to any such Claim based on, arising under or attributable to an Opioid Insurance Policy.

RESERVATIONS. The provisions of this Opioid Insurer Injunction do not apply to the Opioid MDT II and shall not preclude the Opioid MDT II from pursuing any Claim based on, arising under, or attributable to an Opioid Insurance Policy (including the Assigned Insurance Rights) or any other Claim that may exist under any Opioid Insurance Policy against any Opioid Insurer, nor shall it enjoin the Opioid MDT II from prosecuting any action based on, arising from, or attributable to any Opioid Insurance Policy or from asserting any claim, debt, obligation, cause of action, or liability for payment against a Opioid Insurer based on, arising from, or attributable to any Opioid Insurance Policy (including the Assigned Insurance Rights). The provisions of this Opioid Insurer Injunction are not issued for the benefit of any Opioid Insurer, and no such insurer is a third-party beneficiary of this Opioid Insurer Injunction. For the avoidance of doubt, with respect to a Person that purports to be insured under any Opioid Insurance Policy, the Opioid Insurer Injunction shall enjoin only derivative claims and rights. Nothing in the Plan shall determine whether any Claim or right under any Opioid Insurance Policy is either derivative or direct, or otherwise would be disallowed or subordinated under the Bankruptcy Code, which determination shall be made, as necessary, to the extent such Claim or right is not otherwise released under the Plan, in accordance with applicable law.

MODIFICATIONS. To the extent the Opioid MDT II Trustees determine that some or all of the proceeds under the Opioid Insurance Policies are substantially unrecoverable by the Opioid MDT II, the Opioid MDT II shall have the sole and exclusive authority, upon written notice to any affected Opioid Insurer, to terminate, reduce, or limit the scope of this Opioid Insurer Injunction with respect to any Opioid Insurer, *provided* that any termination, reduction, or limitation of the Opioid Insurer Injunction (i) shall apply equally to all Classes of Opioid Claims, and (ii) shall comply with any procedures set forth in the Opioid MDT II Documents.

NON-LIMITATION OF INSURER INJUNCTION. Except as set forth in paragraph 2 and 3 of Article IX.I of the Plan, nothing in the Plan, the Opioid MDT II Documents or the Opioid Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Opioid Insurer Injunction issued in connection with the Plan.

KK. SETTLING OPIOID INSURER INJUNCTION

239. The Court hereby approves Article IX.J of the Plan, which provides:[25] Terms. In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an Opioid Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an Opioid Insurance Policy from or against any Settling Opioid Insurer, solely to the extent that such Settling Opioid Insurer has been released from such Claim under such Opioid Insurance Policy pursuant to an Opioid Insurance Settlement, including:

a. commencing, conducting or continuing, in any manner any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any such Settling Opioid Insurer, or against the property of such Settling Opioid Insurer, on account of such Claim based on, arising under or attributable to such Opioid Insurance Policy;

b. enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any such Settling Opioid Insurer, or against the property of such Settling Opioid Insurer, on account of such Claim based on, arising under or attributable to such Opioid Insurance Policy;

c. creating, perfecting or enforcing in any manner any Lien of any kind against any such Settling Opioid Insurer, or against the property of such Settling Opioid Insurer, on account of such Claim based on, arising under or attributable to such Opioid Insurance Policy;

d. asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any such Settling Opioid Insurer, or against the property of such Settling Opioid Insurer, on account of such Claim based on, arising under or attributable to such Opioid Insurance Policy; and

[25] To the extent of a conflict between this Section II.KK of this Confirmation Order and the Plan, the Plan controls.

e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to such Claim based on, arising under or attributable to such Opioid Insurance Policy.

REDUCTION OF INSURANCE JUDGMENTS. Any right, Claim, or cause of action that an insurance company may have been entitled to assert against any Settling Opioid Insurer but for the Settling Opioid Insurer Injunction, if any such right, Claim, or cause of action exists under applicable non-bankruptcy law, shall become a right, Claim, or cause of action solely as a setoff claim against the Opioid MDT II and not against or in the name of the Settling Opioid Insurer in question. Any such right, Claim, or cause of action to which an insurance company may be entitled shall be solely in the form of a setoff against any recovery of the Opioid MDT II from that insurance company, and under no circumstances shall that insurance company receive an affirmative recovery of funds from the Opioid MDT II or any Settling Opioid Insurer for such right, Claim, or cause of action. In determining the amount of any setoff, the Opioid MDT II may assert any legal or equitable rights the Settling Opioid Insurer would have had with respect to any right, Claim, or cause of action. Any Opioid Insurance Settlement for which Court approval is sought shall be sent out on notice pursuant to Bankruptcy Rule 9019.

MODIFICATIONS. There can be no modification, dissolution or termination of the Settling Insurer Injunction, which shall be a permanent injunction.

NON-LIMITATION OF SETTLING INSURER INJUNCTION. Nothing in the Plan, the Opioid MDT II Documents or the Opioid Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Settling Insurer Injunction issued in connection with the Plan.

LL. OPIOID OPERATING INJUNCTION

240. The Court hereby approves the terms of the Opioid Operating Injunction, a copy of which is attached hereto as **Exhibit B**, and Article IX.K of the Plan.

MM. SETOFFS AND RECOUPMENT AND ACCESS TO OPIOID INSURANCE POLICIES

241. The Court hereby approves Articles IX.L-M of the Plan.

NN. ASSUMED CONTRACTS AND ASSUMED LIABILITIES; CURE COST; "ADEQUATE ASSURANCE"

242. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption or rejection, as applicable, of such Executory Contracts

and Unexpired Leases) shall be, and hereby are, approved in their entirety. Except as otherwise agreed by the Debtors and the applicable counterparty or counterparties pursuant to Article V.B of the Plan, the Cure Cost under each Executory Contract or Unexpired Lease shall be as set forth in the Contract/Lease Notices. Notwithstanding anything to the contrary in this Confirmation Order, any unresolved formal or informal objections to the Cure Cost of any Executory Contract or Unexpired Lease are not overruled and are adjourned indefinitely.

243. On the Effective Date, except as otherwise provided in the Plan, each of the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned pursuant to an order of the Bankruptcy Court will be deemed assumed as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code *except* any Executory Contract or Unexpired Lease (a) identified on the Rejected Executory Contract/Unexpired Lease List (which shall initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as an Executory Contract or Unexpired Lease to be rejected, (b) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (c) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

244. Entry of this Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumption of the Executory Contracts and Unexpired Leases (including the Restructuring Support Agreement pursuant to Article V.A of the Plan) pursuant to sections 365(a) and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party on or prior to the Effective Date, shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as

such terms may have been modified by order of the Bankruptcy Court. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease or the execution of any other Restructuring Transaction (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. For the avoidance of doubt, consummation of the Restructuring Transactions shall not be deemed an assignment of any Executory Contract or Unexpired Lease of the Debtors, notwithstanding any change in name, organizational form, or jurisdiction of organization of any Debtor in connection with the occurrence of the Effective Date.

245. Notwithstanding anything to the contrary in the Plan (except for the *Consent Rights of Supporting Parties* in Article I.C), the Debtors or Reorganized Debtors, as applicable, reserve the right to amend or supplement the Rejected Executory Contract/Unexpired Lease List in their discretion prior to the Confirmation Date (or such later date as may be permitted by Article V.B or Article V.E below), *provided* that the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

246. On and as of the Effective Date, and except as prohibited by applicable law and subject to the limitations set forth in the Plan, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the New Governance Documents will provide to the fullest extent provided by law for the indemnification, defense, reimbursement,

exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members' and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and, notwithstanding anything in the Plan to the contrary, none of the Reorganized Debtors will amend and/or restate the New Governance Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

OO. ASSUMPTION OF RESTRUCTURING SUPPORT AGREEMENT

247. Upon entry of this Confirmation Order, the Restructuring Support Agreement will be deemed assumed by the Debtors pursuant to sections 365 and 1123 of the Bankruptcy Code, with such assumption effective as of the Effective Date.

PP. CLAIMS, PROFESSIONAL COMPENSATION, AND BAR DATES

1. Claims Generally.

248. **Provisions Governing Distributions.** The distribution provisions of Article VI of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan or this Confirmation Order, the Distribution Agent shall make distributions to Holders of Allowed Claims other than Opioid Claims at the address for each such Holder as indicated in the Debtors' records as of the date of any such distribution, including the address set forth in any Proof of Claim Filed by that Holder or, with respect to Holders of Allowed First Lien Revolving Credit Facility Claims and Allowed First Lien Term Loan Claims, the address recorded as of the Effective

Date in the register maintained by the First Lien Agent; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors. The Debtors and the Reorganized Debtors, as applicable, shall have the authority to enter into agreements with one or more Distribution Agents to facilitate the distributions required under the Plan. The timing of distributions required under the Plan or this Confirmation Order shall be made in accordance with and as set forth in the Plan or this Confirmation Order, as applicable. The Debtors' obligation to make any distributions on account of General Unsecured Claims and Trade Claims assumed by the General Unsecured Claims Trust will be satisfied by the transfer of the General Unsecured Claims Trust Consideration to the General Unsecured Claims Trust. The General Unsecured Claims Trustee shall make the Initial Fixed Distribution as soon as reasonably practicable after the Effective Date in accordance with the Plan, with additional distributions made in accordance with the Plan and General Unsecured Claims Trust Documents. The Opioid MDT II and Opioid Creditor Trusts will resolve Opioid Claims and make distributions on account thereof in accordance with the Opioid MDT II Documents and Opioid Creditor Trust Documents, as applicable.

249. **Procedures for Resolving Contingent, Unliquidated, And Disputed Claims or Interests.** The procedures for resolving contingent, unliquidated, and disputed Claims and Interests contained in Article VII of the Plan shall be, and hereby are, approved in their entirety. If any Proof of Claim is filed in the Chapter 11 Cases, the Debtors or Reorganized Debtors, as applicable, must address such Claim and provide notice to the Court regarding whether such Claim will need to be addressed by the Court.

250. **Opioid Claimants Proof of Claims for Opioid Claims.** As set forth in Article VII.G of the Plan, Holders of Opioid Claims or VI Opioid Claims are not required to File a Proof

of Claim in the Chapter 11 Cases or a request for payment of an Administrative Claim on account of such Holder's Opioid Claims or VI Opioid Claims, and no such Holders should File such a Proof of Claim or such request for payment; *provided*, *however*, that a Holder of an Opioid Claim or VI Opioid Claim that wishes to assert Claims against the Debtors that are not Opioid Claims or VI Opioid Claims must File a Proof of Claim or a request for payment of an Administrative Claim with respect to such Claims which are not Opioid Claims or VI Opioid Claims on or before the applicable Claims Bar Date.

251. Notwithstanding the foregoing and subject to Article IV.Y in the Plan, the Opioid MDT II Administrator may establish a bar date for all Other Opioid Claims, which will be the date that is 60 days after the service of a notice to be filed with the Bankruptcy Court by the Opioid MDT II Administrator, in accordance with Article IV.Y of the Plan, stating that all Other Opioid Claimants must submit to the Opioid MDT II Administrator a proof of claim form (in a form substantially similar to Official Bankruptcy Form No. 410) within 60 days of the service of such notice. A sample proof of claim form shall be attached to the notice of the Other Opioid Claims Bar Date.

252. **Disallowance of Certain Funded Debt Claims.** Notwithstanding anything to the contrary in the Plan (except for the *Consent Rights of Supporting Parties* in Article I.C), the following Claims shall be disallowed on the Effective Date except as otherwise ordered by a Final Order of the Bankruptcy Court before the Effective Date: (a) any First Lien Credit Agreement Claims (i) for default rate interest under Section 2.13(c) of the First Lien Credit Agreement in excess of the non-default rate applicable under Sections 2.13(a) or (b) of the First Lien Credit Agreement, or (ii) for interest based on the asserted conversion of any "Eurocurrency Borrowing" to an "ABR Borrowing" (each as defined in the First Lien Credit Agreement) under Section 2.07(e)

of the First Lien Credit Agreement, to the extent such interest exceeds the interest payable on such borrowing as a Eurocurrency Borrowing; *provided* that, notwithstanding the foregoing, the Allowed First Lien Revolving Credit Facility Claims and the Allowed First Lien Term Loan Claims shall include the applicable amount of First Lien Revolving Credit Facility Accrued and Unpaid Interest and the First Lien Term Loans Accrued and Unpaid Interest, respectively, and such First Lien Revolving Credit Facility Accrued and Unpaid Interest and First Lien Term Loans Accrued and Unpaid Interest shall not be subject to disallowance; *provided*, *further*, that notwithstanding anything to the contrary in the Plan, the Cash Collateral Order or the First Lien Credit Agreement, all adequate protection payments made by the Debtors pursuant to the Cash Collateral Order and any repayments of principal made pursuant to the *Order Granting Motion for Order (I) Authorizing Use of Cash Collateral Other Than in the Ordinary Course of Business, (II) Granting Limited Relief from the Automatic Stay, and (III) Granting Related Relief* [Docket No. 1745] (such payments of principal, the "**Cashflow Sweep Payments**") during the Chapter 11 Cases to the First Lien Revolving Lenders, the First Lien Term Lenders and their respective agents and professionals shall be deemed indefeasibly paid to and retained by the First Lien Revolving Lenders, the First Lien Term Lenders and such agents and professionals, as applicable, and not recharacterized as principal payments (other than payments of principal made on or prior to April 23, 2021 (including, without limitation, the Cashflow Sweep Payments) and First Lien Term Loan Principal Payments, which payments shall in each case be treated as principal payments) or otherwise subject to disgorgement, recovery, turnover, or avoidance by any party under any legal or equitable theory regardless of whether such payments arguably exceed the Allowed amount of the First Lien Revolving Credit Facility Claims or the First Lien Term Loan Claims, as applicable; (b) any First Lien Notes Claims (i) for any "Additional Amounts" (as defined in the First Lien

Notes Indenture) or (ii) for default rate interest under Section 2.11 of the First Lien Notes Indenture; (c) any Second Lien Notes Claims (i) for any principal premium in excess of the principal amount of such Claims outstanding immediately before the Petition Date, including for any "Applicable Premium" (as defined in the Second Lien Notes Indenture) or optional redemption premium, (ii) for any "Additional Amounts" (as defined in the Second Lien Notes Indenture), or (iii) for default rate interest under Section 2.11 of the Second Lien Notes Indenture; *provided*, that notwithstanding anything to the contrary in the Plan, the Cash Collateral Order or the Second Lien Notes Indenture, all adequate protection payments made by the Debtors pursuant to the Cash Collateral Order during the Chapter 11 Cases to the Holders of Second Lien Notes and their respective agents and professionals shall be deemed indefeasibly paid to and retained by the Holders of Second Lien Notes and such agents and professionals, as applicable, and not recharacterized as principal payments or otherwise subject to disgorgement, recovery, turnover, or avoidance by any party under any legal or equitable theory regardless of whether such payments arguably exceed the Allowed amount of the Second Lien Notes Claims; and (d) any Claims for payment of any amounts payable pursuant to the Cash Collateral Order arising after the Effective Date.

253. **Resolution of First Lien Noteholders' Objections to Plan and Debtors' Objection to First Lien Noteholders' "Applicable Premium" Claim.**[26] At the end of an evidentiary hearing and oral argument held on November 5, 2021, the Court issued a ruling (the "**November 5, 2021 Ruling**") overruling the objections to the Plan set forth in the *Objection and Response of the Ad Hoc First Lien Notes Group to (A) First Amended Joint Plan of Reorganization*

[26] Capitalized terms used in this paragraph of the Confirmation Order but not otherwise defined in the Confirmation Order shall have the meanings ascribed to such terms in the Funded Debt Claim Objection.

of Mallinckrodt Plc and its Debtor Affiliates under Chapter 11 of the Code and (B) Debtors' Objection to Funded Debt Claims [Docket No. 4709] (the "**Ad Hoc First Lien Notes Group Objection**"); (b) *Columbus Hill Capital Management, L.P.'s (A) Objection to Confirmation of Debtors' Joint Plan of Reorganization and (B) Response to Objection to Funded Debt Claims* [Docket No. 4729] (the "**Columbus Hill Objection**"); and (c) the *Statement of Wilmington Savings Fund Society, FSB as Indenture Trustee in Support of the Ad Hoc First Lien Notes Group's Objection* [Docket No. 4713] (the "**Wilmington Statement**," and collectively with the Ad Hoc First Lien Notes Group Objection and the Columbus Hill Objection, the "**First Lien Noteholders' Plan Objections**"). For the reasons set forth by the Court on the record in in the November 5, 2021 Ruling, the First Lien Noteholders' Plan Objections are overruled, other than as set forth in paragraph 286 of this Confirmation Order, which provides that Holders of First Lien Notes that objected to the confirmation of the Plan shall be permitted to opt out of the release set forth in Article IX.C of the Plan. All findings of fact and conclusions of law set forth in the November 5, 2021 Ruling are expressly incorporated into this Confirmation Order. In light of the Court's conclusion – as stated in the November 5, 2021 Ruling – that the proposed treatment of the First Lien Notes Claims under the Plan satisfies 11 U.S.C. § 1124(2) (*i.e.*, reinstatement without payment of any First Lien Notes Makewhole Claim), the Funded Debt Claim Objection is otherwise moot to the extent it addresses the First Lien Notes Makewhole Claim. For the reasons set forth in the November 5, 2021 Ruling, the Holders of First Lien Notes Claims shall not have, and shall hereby be prohibited and enjoined from asserting, any claims (including, without limitation, for turnover of payments) against any of the Prepetition Secured Parties (as defined in the Cash Collateral Order) or their agents, advisors, or other representatives under any of the Intercreditor Agreements in any way arising from, relating to, or as a result of the Debtors'

restructuring, the Plan, the distribution of property or any payments made under the Plan, or any order of the Bankruptcy Court in this case, or any other transaction, agreement, event, omission or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing.

2. Administrative Claims.

254. The provisions governing the treatment of Allowed Administrative Claims set forth in Article II.A of the Plan are approved in their entirety. Without limiting the foregoing, except for any Administrative Claim subject to the Initial Administrative Claims Bar Date, all requests for payment of an Administrative Claim (excluding, for the avoidance of doubt, VI Opioid Claims, Cure Costs, Professional Fee Claims, the Disinterested Managers Fees and Expenses, Restructuring Expenses, Administrative Claims held by a Debtor or Non-Debtor Affiliate against a Debtor, Indenture Trustee Fees (to the extent they would be Administrative Claims) or United States Trustee quarterly fees payable pursuant to Article II.C below) that accrued on or before the Effective Date that were not otherwise satisfied in the ordinary course of business must be Filed with the Bankruptcy Court and served on the Debtors no later than the Administrative Claims Bar Date. If a Holder of an Administrative Claim (excluding, for the avoidance of doubt, VI Opioid Claims, Cure Costs, Professional Fee Claims, the Disinterested Managers Fees and Expenses, Restructuring Expenses, Indenture Trustee Fees (to the extent they would be Administrative Claims) or United States Trustee quarterly fees payable pursuant to Article II.C below) is required to, but does not, File and serve a request for payment of such Administrative Claim by the Administrative Claims Bar Date, such Administrative Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been interposed within three months following the subsequent filing and service of such request or as otherwise set by the Bankruptcy Court or such an objection is so interposed and the Claim has been Allowed by a Final Order;

provided that any Claim Filed after entry of a decree closing the Debtors' Chapter 11 Cases shall not be Allowed unless the Holder of such Claim obtains an order of the Bankruptcy Court allowing such Claim. For the avoidance of doubt, Administrative Claims that were subject to the Initial Administrative Claims Bar Date, proof of which was not timely submitted in accordance with the Initial Administrative Claims Bar Date Order, shall be disallowed.

3. Rejection Damage Claims.

255. Unless otherwise provided by a Bankruptcy Court order, and except as otherwise provided in this section of or otherwise in the Plan, any Proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be filed with the Notice and Claims Agent within thirty (30) days of the effective date of the rejection of the applicable Executory Contract or Unexpired Lease (which shall be the Effective Date unless otherwise provided in an order of the Bankruptcy Court providing for the rejection of an Executory Contract or Unexpired Lease). Any Proofs of Claim arising from the rejection of the Executory Contracts and Unexpired Leases that are not timely filed shall be automatically disallowed without further order of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall constitute General Unsecured Claims and shall be treated in accordance with Article III.B of the Plan; *provided*, however, as set forth in Article V.G. of the Plan, any Claims arising out of the rejection of an Executory Contract that are Co-Defendant Claims shall be either Other Opioid Claims or No Recovery Opioid Claims, and shall be treated in accordance with the Plan, and the deadline for the filing of Proofs of Claim arising out of the rejection of an Executory Contract or Unexpired Lease set forth in Article V.C. of the Plan shall not apply with respect to any Co-Defendant Claim.

QQ. U.S. FEDERAL INCOME TAX MATTERS

1. U.S. Federal Income Tax Matters Relating to Opioid MDT II.

256. The Opioid MDT II shall be structured to qualify as a "qualified settlement fund" for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes, to the extent applicable. Payments to the Opioid MDT II (whenever made, and from whatever source) shall constitute "restitution . . . for damage or harm" within the meaning of Section 162(f) of the Internal Revenue Code, and will be so characterized for U.S. federal income tax purposes to the extent such payments are made to or at the direction of a government or governmental entity, and such payments are hereby, based on the origin of the liability and the nature and purpose of such payments, so identified in accordance with Section 162(f)(2)(A)(ii) of the Internal Revenue Code. For the avoidance of doubt, the foregoing sentence is intended to apply to the tax characterization of payments to the Opioid MDT II on account of Opioid Claims, and such tax characterization shall not be construed to be dispositive for any non-tax purpose. Nor shall such tax characterization be construed to mean that Debtors' payments satisfy the full extent of the liability associated with Opioid Claims, the satisfaction of which remains a valuable right assigned to the Opioid MDT II, nor that the remaining liability associated with Opioid Claims seeks restitution as a form of relief.

257. In addition, the Public Schools' Special Education Initiative Contribution shall constitute "restitution . . . for damage or harm" within the meaning of Section 162(f) of the Internal Revenue Code, and will be so characterized for U.S. federal income tax purposes to the extent such payments are made to or at the direction of a government or governmental entity, and such payments are hereby, based on the origin of the liability and the nature and purpose of such payments, so identified in accordance with Section 162(f)(2)(A)(ii) of the Internal Revenue Code. For the avoidance of doubt, the foregoing sentence is intended to apply to the tax characterization

of the Public Schools' Special Education Initiative Contribution, and such tax characterization shall not be construed to be dispositive for any non-tax purpose.

258. Each of the Opioid MDT II, NOAT II, and the Public Schools' Special Education Initiative, on the one hand, and the Reorganized Debtors, on the other, shall reasonably cooperate in good faith with each other and their respective representatives with respect to the reporting required pursuant to Section 6050X of the Internal Revenue Code regarding the payments or transfers of property required under the Plan, with the goal of eliminating redundancies and complying with their reporting requirements, if any, in an efficient manner, including, if permitted under applicable law, appointing a single appropriate official to file a single information return in accordance with Treasury Regulation Sections 1.6050X-1(b)(3) and 1.6050X-1(f)(1)(ii)(B). Each of the Opioid MDT II, NOAT II, and the Public Schools' Special Education Initiative, as applicable, shall, no later than thirty (30) days prior to the date on which each such information return, if any, is required to be filed, provide to the Reorganized Debtors a draft of any such information return it has determined that it is required to file with the IRS with respect to payments or transfer of property to it under the Plan and, prior to filing, shall consider in good faith any and all comments timely received from the Reorganized Debtors with respect thereto. If, after consultation with its tax advisors, the Trustees or other authorized persons of the Opioid MDT II, NOAT II or the Public Schools' Special Education Initiative reasonably determine in good faith that any such comments should not be reflected in such filing, the parties shall use reasonable best efforts to negotiate in good faith so as to reach a mutually agreeable resolution. If the parties are unable to reach a mutually agreeable resolution, the matter shall be resolved as directed by the Bankruptcy Court. In addition, each of the Opioid MDT II and the Public Schools' Special Education Initiative shall use reasonable best efforts to provide to the Reorganized Debtors, no

later than fifteen (15) days following the end of each calendar quarter, an estimate of the aggregate payments to any attorneys' fee funds established pursuant to Article IV.X.9 of the Plan.

259. The Opioid MDT II Trustees may request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Opioid MDT II for all taxable periods through the dissolution of the Opioid MDT II. Each Opioid Creditor Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the applicable Opioid Creditor Trust for all taxable periods through the dissolution of such Opioid Creditor Trust.

260. Nothing in the Plan or this Confirmation Order, including without limitation this Paragraph 260, shall be deemed to (a) determine the United States federal tax liability of any Person, including but not limited to the Debtors, (b) have determined the United States federal tax treatment of any item, distribution or Entity, including the federal tax consequences of the Plan or this Confirmation Order, or (c) expressly expand or diminish the jurisdiction of the Bankruptcy Court to make determinations as to United States federal tax liability and United States federal tax treatment under the Bankruptcy Code and 28 U.S.C. §§ 157, 1334.

2. Compliance with Tax Requirements/Allocations.

261. To the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary (except for the *Consent Rights of Supporting Parties* in Article I.C of the Plan), the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, including requiring as a

condition to the receipt of a distribution, that the Holders of an Allowed Claim complete an IRS Form W-8 or W-9, as applicable. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens, and encumbrances.

RR. MISCELLANEOUS

1. Johnson & Johnson Consumer Inc., McNeil Consumer Healthcare Division (formerly known as McNeil Consumer Healthcare Division of McNeil-PPC, Inc.).

262. Notwithstanding the foregoing, and notwithstanding any provision in the Plan, this Confirmation Order, or any other related document or Order, (a) upon effectiveness of the Plan, the Reorganized Debtors shall assume the Amended and Restated APAP Supply Agreement by and between Johnson & Johnson Consumer Inc., McNeil Consumer Healthcare Division (formerly known as McNeil Consumer Healthcare Division of McNEIL-PPC, Inc.) and SPECGX LLC (the successor-in-interest to Mallinckrodt LLC), dated as of January 1, 2010 (as heretofore amended, restated, modified, or supplemented by agreement of the parties from time to time, including, without limitation, by the First Amendment dated as of January 1, 2014, the Second Amendment dated as of January 1, 2020, and the Third Amendment dated as of October 5, 2020, the "**JJCI APAP Supply Agreement**") and any other agreements related or supplemental to the JJCI APAP Supply Agreement, each as may have been heretofore amended, restated, modified, or supplemented by agreement of the parties from time to time (collectively, and together with the JJCI APAP Supply Agreement, the "**JJCI APAP Agreements**"), including, without limitation, the Quality Agreement between Johnson & Johnson Consumer Inc., McNeil Consumer Healthcare Division; McNeil Consumer Healthcare, Division of Johnson & Johnson Inc. and SPECGX LLC, dated as of January 15, 2017 and addendums, and any Affiliate APAP Supply Agreement (as defined in the JJCI APAP Supply Agreement) and associated Affiliate quality agreement, (b) the

parties are aware of no defaults under the JJCI APAP Agreements and no cure will be required for assumption; and (c) notwithstanding the requirement of no cure payments as specified in the foregoing clause (b), all obligations of the Debtors under the JJCI APAP Agreements, whether arising before or after assumption, shall continue as obligations of the Reorganized Debtors as if these Chapter 11 Cases were not commenced. The parties to the JJCI APAP Agreements agree that such agreements contain no provisions affected by Article V.G of the Plan, and, from and after the Effective Date, no party to any JJCI APAP Agreement will assert any right to indemnification thereunder to the extent such a right would have been affected by Article V.G of the Plan.

2. Bristol-Myers Squibb Company and Lawrence Laboratories.

263. Bristol-Myers Squibb Company and Lawrence Laboratories and its affiliates (collectively, "**BMS**") and the Debtors agree that Article V.G of the Plan does not affect any provisions in any BMS contract (including the BMS IV APAP Agreement dated February 1, 2006) assumed by the Debtors, and, from and after the Effective Date, except with respect to the BMS IV APAP Agreement dated February 1, 2006, no party to a BMS contract will assert any right to indemnification thereunder to the extent such a right would have been affected by Article V.G of the Plan (and, for the avoidance of doubt, Article V.G of the Plan shall not impact any right to indemnification under the BMS IV APAP Agreement dated February 1, 2006). For the avoidance of doubt, BMS is not deemed to have consented to the amendment and release provisions as described in Article V.G of the Plan related to the Debtors' indemnification obligations under any BMS contract (including the BMS IV APAP Agreement dated February 1, 2006) and notwithstanding anything to the contrary in the Plan (including Article V.G. of the Plan), there shall be no deemed or implied amendment or modification of any BMS contract.

3. Generics Price Fixing State Attorneys General.

264. Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order shall: (a) release, discharge, or preclude the enforcement of any criminal liability of a Released Party to a Governmental Unit arising out of, or relating to, any act or omission of a Released Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act; (b) release or discharge a consultant or expert having been retained to provide strategic advice for sales and marketing of opioid products who has received a civil investigative demand or other subpoena related to sales and marketing of opioid products from any state attorney general on or after January 1, 2019 through the Petition Date; or (c) preclude the Governmental Units that are plaintiffs in *Connecticut et al., v. Sandoz, Inc. et al.*, Case No. 2:20-cv-03539 (E.D. Pa.) from seeking injunctive relief in such pending action governing future conduct of the Debtors or the Reorganized Debtors, as applicable, that would not otherwise be discharged under the Bankruptcy Code. It is further understood and agreed that, pursuant to sub-paragraph (c) of this paragraph, the Governmental Units are not precluded from introducing or relying on facts or evidence occurring during the time period prior to the Confirmation Date in support of the request for future injunctive relief and the Debtors' and Reorganized Debtors' rights to object on any evidentiary grounds are reserved thereto.

4. West Boca Medical Center, Inc., its ultimate parent Tenet Healthcare Corporation, and the West Boca Related Parties.

265. Notwithstanding anything in the Plan, the Plan Supplement or elsewhere in this Confirmation Order to the contrary, West Boca Medical Center, Inc., its ultimate parent Tenet

Healthcare Corporation, and the West Boca Related Parties[27] (collectively, the "**West Boca Parties**") shall retain any Co-Defendant Defensive Rights they may have regardless of whether the West Boca Parties do or do not hold Co-Defendant Claims under the Plan.

5. Environmental Protection Agency.

266. **Consent Decrees.** Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the applicable Reorganized Debtors named as defendant in the following consent decrees and agreements shall continue to be bound by their terms: (a) the *Third Administrative Settlement and Order on Consent* (Docket No. CERC-03-2017-0166DC) relating to the Millsboro TCE Groundwater Contamination Superfund Site, in Millsboro, Sussex County, Delaware between the United States as Plaintiff and, among others, Mallinckrodt Veterinary, Inc. as Respondent, as amended on August 7, 2018; (b) the *Administrative Settlement and Order on Consent* (Docket No. V-W-13-C-013) relating to the Lake Calumet Cluster Site in Chicago, Illinois between the United States as Plaintiff and, among others, Mallinckrodt US Holdings LLC as Respondent, entered on June 3, 2013; (c) the *Consent Decree* relating to the Findett Corporation Superfund Site in St. Charles County, Missouri between the United States and State of Missouri as Plaintiffs and, among others, Mallinckrodt Inc. d/b/a Mallinckrodt Inc., a Delaware Corporation as Defendant, entered by the United States District Court for the Eastern District of Missouri on

[27] "West Boca Related Parties" means, with respect to West Boca Medical Center, Inc., Tenet Healthcare Corporation, and their respective affiliates and any affiliated medical practices, each such Person's predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, past, present and future officers, board members, directors, principals, agents, servants, independent contractors, co-promoters, third-party sales representatives, medical liaisons, members, partners (general or limited), managers, employees, subcontractors, agents, advisory board members, financial advisors, attorneys and legal representatives, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals and advisors, trusts (including trusts established for the benefit of such Person), trustees, protectors, beneficiaries, direct or indirect owners and/or equityholders, parents, transferees, heirs, executors, estates, nominees, administrators, and legatees, in each case in their respective capacities as such.

August 7, 2007, *United States of America et al v. Findett Real Estate Corp.*, et al,. Civ. Action No. 4:07-cv-01215 (E.D. Mo.).

267. **Reservation of Rights under Police and Regulatory Laws - West Lake Landfill Superfund Site.** Notwithstanding anything to the contrary in the Plan, the injunctions, releases, and discharges set forth in the Plan shall not impair the rights, claims or causes of action of the United States or the State of Missouri under police and regulatory laws and regulations, against the Debtors regarding the West Lake Landfill Superfund Site, specifically with respect to the work of certain of the Debtors and/or their predecessors under various contracts with the U.S. Army Corps of Engineers, as assumed by the Atomic Energy Commission, a predecessor-in-interest to the Department of Energy, to support the production of refined uranium, including their production, storage and disposal of radioactive material, consisting of source, special nuclear, and/or byproduct material, in the greater St. Louis, Missouri area ("**Manhattan Project**"); and such rights, claims and causes of action shall not be discharged or otherwise adversely affected by the Plan, shall survive the Chapter 11 Case as if it had not been commenced, and may be determined or adjudicated before the respective administrative agency having jurisdiction or court of competent jurisdiction. However, this reservation of rights shall not apply to any other claims or causes of action of the United States or the State of Missouri against the Debtors regarding the West Lake Landfill Superfund Site that are unrelated to the Manhattan Project, or that relate to any other claim or cause of action that the United States or the State of Missouri may assert.

6. Cotter and Bridgeton Landfill.

268. Notwithstanding anything to the contrary in this Confirmation Order or in the Plan, any liabilities of Debtor Mallinckrodt LLC that have been asserted in writing before the Petition Date and that are subject to current or future indemnification claims under its (or its predecessors') various contracts with the U.S. Army Corps of Engineers, as assumed by the Atomic Energy

Commission, a predecessor-in-interest to the Department of Energy, to support the production of refined uranium, including its production, storage, and disposal of radioactive material, consisting of source, special nuclear, and/or byproduct material, in the greater St. Louis, Missouri area (for purposes of this paragraph, the foregoing liabilities shall be referred to as the "**Defined Liabilities**") shall not be discharged, released, enjoined, or otherwise impaired by the Plan or this Confirmation Order. Any recovery based on the Defined Liabilities from the Debtors or their estates or the Reorganized Debtors shall be limited to their ability to recover the same from their indemnitors pursuant to said contracts, provided that Mallinckrodt LLC agrees to timely tender claims for indemnification to such indemnitors for any judgment entered against it for, or settlement by Mallinckrodt LLC of, a Defined Liability. Any Claims, other than the Defined Liabilities, relating in any way to the Debtors' processing of radioactive material (including the production, storage and disposal of any radioactive material, in the greater St. Louis, Missouri area) and held by (a) Bridgeton Landfill, LLC or any of its present and former subsidiaries, parent companies, divisions, affiliates, predecessors, successors, related entities, or any of their present and former officers and employees, or any other entity or individual who might claim by, on behalf of, or through any of the foregoing (collectively, "**Bridgeton**"), or (b) Cotter Corporation (N.S.L.) or any of its present and former subsidiaries, parent companies, divisions, affiliates, predecessors, successors, related entities, or any of their present and former officers and employees, or any other entity or individual who might claim by, on behalf of, or through any of the foregoing (collectively, "**Cotter**"), against any Debtor, its estate, or any Released Party arising on or before Confirmation shall be released, discharged, and enjoined in accordance with the Plan and this Confirmation Order and shall receive no recovery, except that Citicorp Del-Lease, Inc. shall not be released or otherwise designated as a Released Party for purposes of this paragraph. For the avoidance of

doubt, any rights or claims of Bridgeton or Cotter against any other Person or Entity, other than any Debtor or any Released Party, shall not be discharged, released, enjoined, or otherwise impaired by the Plan or this Confirmation Order.

7. Harmac Medical Products, Inc.

269. Harmac Medical Products, Inc. ("**Harmac**") filed the *Limited Objection to the Joint Plan of Reorganization of Mallinckrodt plc and its Debtors Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 3953] (the "**Harmac Limited Objection**"). In the Harmac Limited Objection, Harmac objected to the assumption of (a) that certain *Supply Agreement*, dated April 17, 2018, as amended by a certain *Amendment of Supply Agreement*, dated May 9, 2019, and (b) that certain *Quality Agreement*, dated April 20, 2020 (collectively, the "**Harmac Supply Agreements**"). The Debtors and Harmac agree to resolve the Harmac Limited Objection and the Harmac Supply Agreements are hereby assumed under section 365 of the Bankruptcy Code; *provided*, *however*, that (a) Article V.G of the Plan shall not apply to the Harmac Supply Agreements, (b) the Debtors shall pay any post-petition open invoices in the ordinary course of business pursuant to the Harmac Supply Agreements, and (c) Harmac shall reserve (i) all of it rights and remedies under the Trade Agreement between Harmac and Debtor Mallinckrodt Pharmaceuticals Ireland Limited and the Harmac Supply Agreements and (ii) its status as a critical vendor and Section 503(b)(9) claim status to the extant applicable.

8. Perrigo Pharma International D.A.C.

270. Perrigo Pharma International D.A.C. ("**Perrigo**") filed the *Limited Objection by Perrigo Pharma International D.A.C. to Cure Amounts Listed on Exhibit V (Assumed Executory Contract/Unexpired Lease List) of Plan Supplement* [Docket No. 3738] (the "**Perrigo Limited Objection**"). In the Perrigo Limited Objection, Perrigo reserved its rights regarding the Debtors' proposed assumption of a certain Supply Agreement dated July 1, 2016 (as amended or otherwise

modified from time to time, the "**Supply Agreement**") between Debtor SpecGx LLC (as supplier) and Perrigo (as customer). The Debtors and Perrigo agree to resolve the Limited Objection as follows: (a) notwithstanding any provision of this Confirmation Order or the Plan to the contrary, upon the assumption of the Supply Agreement, the Debtors and the Reorganized Debtors, as applicable, will continue to honor all prepetition, postpetition and post-Effective Date obligations under the Supply Agreement in accordance with the terms thereof; and (b) the fact that no cure amount has been asserted by Perrigo prior to the assumption of the Supply Agreement shall not be deemed to be a satisfaction of or otherwise impair Perrigo's rights against the Debtors under the Supply Agreement for claims that may have first arisen at any time prior to the effective date of the assumption; *provided*, *however*, that the foregoing clauses of this provision shall not apply to the affiliates of Perrigo.

9. Reservation of Rights by Russell Smestad, in his capacity as the post-merger Representative of the Securityholders of Stratatech Corporation (the "Securityholders") with respect to that certain Agreement and Plan of Merger dated August 10, 2016 (the "Merger Agreement") between the Securityholders and Debtors Mallinckrodt plc, Mallinckrodt Hospital Products, Inc., Mallinckrodt International Finance SA, and Stratatech Corporation.

271. Notwithstanding any provision to the contrary of this Confirmation Order, the Plan (in particular but without limitation, Article IX or the Restructuring Transactions anticipated therein), or the Plan Supplements, no provision of the foregoing shall prejudice the Securityholders' rights, pursuant to the Merger Agreement or otherwise, to (a) on or prior to the Administrative Claims Bar Date, assert, apply for, file, prosecute, and collect any Administrative Claim arising after 11:59 PM ET on April 30, 2021, against the Debtors, and/or (b) prior to or after the Effective Date, commence an adversary proceeding for (without limitation) a declaration that the Merger Agreement is not an executory contract subject to rejection by the Debtors under 11 U.S.C. § 365(a), or if the Merger Agreement is an executory contract subject to 11 U.S.C. § 365,

that any rejection thereof should be considered effective as of the Effective Date of the Plan and any Claims in connection with such rejection shall be subject to Article V.C of the Plan, and/or (c) subject to the Administrative Claims Bar Date, commence and prosecute any adversary proceeding, motion, or other separate action to effectuate, support, or collect any post-petition amounts claimed due and owing to the Securityholders under the Merger Agreement against the Debtors, Reorganized Debtors, any NewCo, any NewCo Subsidiaries, or any successor/assign of such entities, and/or (d) in conjunction with the actions described in (b) and (c) herein, assert that any Claims of the Securityholders against the Debtors under the Merger Agreement were not or could not be discharged upon the occurrence of the Effective Date (collectively, the "**Securityholders' Claims**"); *provided, however*, that the Debtors, Reorganized Debtors, or any successors thereto, as applicable, reserve all rights and defenses in connection with the Securityholders' Claims, including without limitation the actions and/or Claims described in (a) through (d) herein. For the avoidance of doubt, the Securityholders' are not a Non-Debtor-Releasing Party and affirmatively opt out of any releases, injunctions or exculpatory provisions as the Plan or other applicable law may allow.

10. Mississippi Department of Revenue.

272. Notwithstanding anything in the Plan or this Confirmation Order to the contrary: (a) the Mississippi Department of Revenue's (the "**MDOR**") setoff rights under section 553 of the Bankruptcy Code and recoupment rights under the Bankruptcy Code and non-bankruptcy law are preserved and are unaffected; (b) the MDOR shall not be required to file any proofs of claim or requests for payment in these Chapter 11 Cases for any Administrative Claims for the liabilities described in Section 503(b)(1)(B) and (C) of the Bankruptcy Code; *provided, however*, should the MDOR file any Proofs of Claim or requests for payment in these Chapter 11 Cases for any Administrative Claims, the Debtors and Reorganized Debtors, as applicable, reserve all rights to

object to such Proofs of Claim except as to the timeliness of the filing of such Proofs of Claim; (c) nothing in this Confirmation Order or the Plan alleviates or otherwise modifies the Debtors' or Reorganized Debtors', as applicable, obligations to comply with any applicable deadlines for the filing of tax returns and the remittance of taxes under Mississippi state law; (d) subject to Article II.B of the Plan, to the extent the MDOR's Allowed Priority Tax Claims, if any, are not paid in full in cash on the Effective Date or as soon as reasonably practicable thereafter, such Allowed Priority Tax Claims shall, at a minimum, be paid by regular, quarterly installment payments in cash over a period not to exceed five years after the date of the order for relief under section 301 of the Bankruptcy Code, all as required by section 1129(a)(9)(C) of the Bankruptcy Code, along with non-bankruptcy interest in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code and Mississippi state law, as applicable; (e) nothing in this Confirmation Order or the Plan abridges or otherwise modifies the MDOR's rights under Mississippi law with respect to collecting withholding taxes or sales taxes from the Debtors, Reorganized Debtors, or applicable non-Debtors, as applicable; (f) the statutorily mandated treatment of MDOR's Allowed Priority Tax Claims, if any, and/or any liabilities to MDOR described in section 503(b)(1)(B) and (C) of the Bankruptcy Code shall not be considered a settlement or compromise; (g) the MDOR may amend any Proof of Claim against any Debtor with respect to any Claims related to (a) a pending audit, (b) an audit that may be performed, with respect to any pre or post-petition tax return, or (c) a filed tax return, and must file or amend such Proof of Claim within 30 days following the completion of the audit or the receipt of the filed tax return; *provided, however*, that the Debtors and Reorganized Debtors, as applicable, reserve all other rights to object to such amended Proofs of Claim; and (h) in the event of a default in payment of Allowed Priority Tax Claims, if any, of the MDOR, the MDOR shall be permitted to send written notice of default to the Reorganized Debtors

to the address in MDOR's records and if such default is not cured within 30 days after such notice of default is mailed, the MDOR may seek relief as may be available from the Court and the Debtors and Reorganized Debtors, as applicable, reserve all rights to object to such notice.

11. Texas Comptroller of Public Accounts, Revenue Accounting Division (a state taxing entity).

273. Notwithstanding anything in the Plan or this Confirmation Order to the contrary: (a) the Texas Comptroller of Public Accounts, Revenue Accounting Division (the "**TCPA**") shall not be required to file any proofs of claim or requests for payment in these Chapter 11 Cases for any Administrative Claims for the liabilities described in Section 503(b)(1)(B) and (C) of the Bankruptcy Code; *provided, however*, should the TCPA file any Proofs of Claim or requests for payment in these Chapter 11 Cases for any Administrative Claims, the Debtors and Reorganized Debtors, as applicable, reserve all rights to object to such Proofs of Claim except as to the timeliness of the filing of such Proofs of Claim; and (b) the TCPA setoff rights under section 553 of the Bankruptcy Code and recoupment rights under the Bankruptcy Code and non-bankruptcy law are preserved and are unaffected.

12. The Wichita County Tax Office, Lubbock County Appraisal District, Plano ISD, Frisco ISD, Richardson ISD, Arlington ISD, City of Grapevine, Grapevine-Colleyville ISD, and Potter County.

274. The Wichita County Tax Office, Lubbock County Appraisal District, Plano ISD, Frisco ISD, Richardson ISD, Arlington ISD, City of Grapevine, Grapevine-Colleyville ISD, and Potter County (collectively, the "**Certain Texas Taxing Entities**") administrative expense claims for year 2021 ad valorem property taxes shall be paid in the ordinary course of business prior to the Texas state law delinquency date without the necessity of filing administrative expense claims and requests for payment as set forth in 11 U.S.C. Section 503(b)(1)(B)-(D) and shall be subject to applicable non-bankruptcy laws including penalty and interest when due, to the extent set forth

in section 511 of the Bankruptcy Code, without further notice to or order of this Court. Any prepetition or postpetition tax liens, including statutory liens, if any, of the Certain Taxing Entities, that secures tax amounts ultimately determined to be owed by the Debtors or Reorganized Debtors, as applicable, shall be retained as provided under Texas state law, and all parties' rights with respect to such tax liens, including to object to the priority, validity, amount, and extent of any such tax liens (including liens asserted by the Certain Texas Taxing Entities), are fully preserved. The Debtors' and the Reorganized Debtors' (as applicable) rights and defenses under applicable law and the Bankruptcy Code with respect to the foregoing, including their right to dispute or object to the Certain Texas Taxing Entities' Claims and liens, are fully preserved.

13. The BC Co-Defendants (Province of British Columbia and the College of Pharmacists).

275. Notwithstanding anything to the contrary contained in the Plan, Confirmation Order, or any of the other Definitive Documents (including, without limitation, the Cooperation Agreement), nothing in the Plan, Confirmation Order, or other Definitive Documents (including, without limitation, the Cooperation Agreement) shall affect in any way the obligations, if any, of (a) the Debtors or the Reorganized Debtors as third parties; and/or (b) the Opioid MDT II as a third party, to comply with validly issued and served discovery requests and/or subpoenas in connection with the proposed class action lawsuit commenced under the Class Proceedings Act (British Columbia) and filed June 1, 2020, in the Supreme Court of British Columbia, under Court File No. VLC-S-S-205793 (Vancouver Registry) (the "**BC Action**"), by Ms. Laura Shaver, the plaintiff and proposed representative plaintiff of the proposed class, provided that the rights of the Debtors, the Reorganized Debtors and the Opioid MDT to object to any such discovery requests and/or subpoenas are fully preserved.

14. Covidien Limited (f/k/a Covidien plc) (together with any parents, subsidiaries, or other affiliates thereof).

276. The Plan defines the term "Opioid Insurance Policies" to include "(ii) all Insurance Contracts issued to Covidien Limited (f/k/a Covidien plc) or its affiliates, subsidiaries, or parents prior to the 2013 spin-off of Mallinckrodt plc from Covidien (the 'Spin-Off') under which, as of the Effective Date, the Debtors have or hold rights to coverage with respect to any Opioid Claim (the 'Covidien Insurance Policies'); and (iii) all Insurance Contracts issued to the predecessors of Covidien Limited (f/k/a Covidien plc) and their affiliates, subsidiaries, or parents prior to the Spin-Off under which, as of the Effective Date, the Debtors have or hold rights to coverage with respect to any Opioid Claim (the 'Pre-Covidien Insurance Policies')." Notwithstanding anything to the contrary contained in the Plan, any document included in the Plan Supplement (collectively, the "**Plan Documents**"), or elsewhere in this Confirmation Order, and as part of the resolution of the *Limited Objection to the Plan filed by Covidien Limited (f/k/a Covidien plc)* ("**Covidien**") [Docket. No. 4699], if and to the extent that both Covidien and any Debtor have rights in, under, related to, or in connection with any of the Opioid Insurance Policies (a "**Shared Policy**"):

a. With regard to any rights of Debtors under any Shared Policy, the Plan (a) shall assign to the Opioid MDT II, and (b) the Opioid MDT II may, in any Opioid Insurance Settlement, release, only such rights (if any) as the Debtors have or hold as of the Effective Date under a Shared Policy (such rights, if any, of the Debtors, the "**Opioid MDT II Insurance Rights**"). Notwithstanding anything in this section RR.14 of this Confirmation Order, and to the extent otherwise permitted under applicable law (including, to the extent applicable, the terms of the Separation and Distribution Agreement by and between Covidien plc and Mallinckrodt plc dated as of June 28, 2013 (the "**Separation and Distribution Agreement**")), the erosion of any applicable limits of a Shared Policy as a result of a settlement between the Opioid MDT II and an Opioid Insurer of Opioid MDT II Insurance Rights, or the payment of claims or settlement amounts to the Opioid MDT II by an Opioid Insurer under a Shared Policy in respect of Opioid MDT II Insurance Rights, shall not be or be deemed to be an impermissible release of any rights of Covidien under a Shared Policy, and shall not be rendered ineffective by this section RR.14 of this Confirmation Order.

b. Nothing in the Plan, Plan Documents or this Confirmation Order shall grant the Opioid MDT II (a) any rights under any Insurance Contracts that are not Opioid Insurance Policies or (b) any rights in any Shared Policies beyond the Opioid MDT II Insurance Rights.

c. With regard to any rights of Covidien under any Shared Policy, no injunction or other provision in the Plan, including the Opioid Insurer Injunction, the Settling Opioid Insurer Injunction, the Opioid Permanent Channeling Injunction, and the Opioid Claimant Release, shall enjoin or otherwise bar Covidien from exercising rights, if any, it may have under any Shared Policy, including against any Opioid Insurer, Settling Opioid Insurer or other Insurer ("**Covidien Insurance Rights**"). Similarly, notwithstanding anything in this section RR.14 of this Confirmation Order, and to the extent otherwise permitted under applicable law (including, to the extent applicable, the terms of the Separation and Distribution Agreement), the erosion of any applicable limits of a Shared Policy as a result of a settlement between Covidien and an Opioid Insurer of any Covidien Insurance Rights, or the payment of claims or settlement amounts to Covidien by an Opioid Insurer or other Insurer under a Shared Policy in respect of Covidien Insurance Rights, shall not be or be deemed to be an impermissible release of any Opioid MDT II Insurance Rights under a Shared Policy and shall not be deemed barred by, or a violation of, the Opioid Insurer Injunction, the Settling Opioid Insurer Injunction, and the Opioid Permanent Channeling Injunction or any other injunction or provision in the Plan barring the exercise of any rights under any Opioid Insurance Policy, or the Opioid Claimant Release and shall not be rendered ineffective by this section RR.14 of this Confirmation Order.

d. Nothing in this Confirmation Order, the Plan or the Plan Documents shall determine the existence or extent, if any, of the rights of any Debtor or Covidien in, under, related to, or in connection with any Opioid Insurance Policy, which determination, if required in the future, shall be made in accordance with applicable law.

15. The Insurers (as defined in the Plan).

277. With the exception of the finding set forth in paragraph I.P.3 herein that the Bankruptcy Code authorizes the transfer and vesting of the Opioid MDT II Consideration, notwithstanding any terms of any Insurance Contracts related to the Assigned Insurance Rights or provisions of non-bankruptcy law that any Insurer may otherwise argue prohibits such transfer and vesting, nothing in the Plan, Plan Supplement, Confirmation Order and any other ruling by the Bankruptcy Court shall constitute, or be deemed to constitute, a trial, adjudication, judgment,

hearing on the merits, finding, conclusion, or determination of the specific consequences or effect of the Plan, the Plan Supplement, this Confirmation Order, or any other ruling by the Bankruptcy Court on any particular insurance coverage issue, including, without limitation, the rights and obligations of any Insurers or the Debtors or their successors under any of the Insurance Contracts, including the Opioid Insurance Policies (collectively, the "**Insurance Coverage Issues**"). In the event of any dispute concerning any Insurance Coverage Issue, such dispute shall be resolved pursuant to the terms and conditions of the Insurance Contracts, including the Opioid Insurance Policies, and/or applicable law in a subsequent litigation or other proceedings as appropriate, with any and all rights with respect thereto preserved.

278. Article IV.W.2.d of the Plan provides that "Subject to the foregoing, nothing contained in the Plan, the Plan Supplement, or the Confirmation Order shall operate to require any Opioid Insurer to pay under any Opioid Insurance Policy the liability of any Person that was not an insured prior to the Petition Date." For the avoidance of doubt, in Article IV.W.2.d of the Plan, "subject to the foregoing" serves to make express that the remainder of the sentence does not negate, detract from, limit, or in any other way affect the assignment of the Assigned Third-Party Claims, the Share Repurchase Claims, and the Assigned Insurance Rights to the Opioid MDT II under the Plan.

16. CVS Pharmacy, Inc., CaremarkPCS Health, L.L.C., Caremark, L.L.C, and Zinc Health Services LLC.

279. ***CVS/Caremark Agreements***. Notwithstanding the proposed Cure Costs set forth in any exhibits to the Plan Supplement (as amended from time to time) served on CVS Pharmacy, Inc., CaremarkPCS Health, L.L.C., Caremark, L.L.C, and Zinc Health Services LLC (collectively, "**CVS/Caremark**"), on and after confirmation of the Plan, the Debtors and/or the Reorganized Debtors, as the case may be, shall (in accordance with the terms of the applicable agreement(s))

honor, and continue to pay in the ordinary course of business, all defaults and actual pecuniary losses sustained by CVS/Caremark (whether incurred pre-petition or post-petition) resulting from the Debtors' liabilities related to rebates, product returns, recalls, chargebacks, coupons, discounts, failure to supply claims, and similar obligations, in each case, to the extent incurred in the ordinary course of business. For the avoidance of doubt, this paragraph shall not impact the release or other treatment of CVS/Caremark's Co-Defendant Claims and Opioid Claims (including Opioid Demands) set out under the terms of the Plan and this Order (collectively, the "**CVS/Caremark Co-Defendant Release Provisions**") and, to the extent there is any conflict between this paragraph and any CVS/Caremark Co-Defendant Release Provisions, the CVS/Caremark Co-Defendant Release Provisions shall govern.

17. United States of America on Behalf of the Internal Revenue Service.

280. Notwithstanding anything to the contrary contained in the Plan or Confirmation Order, nothing in the Plan or Confirmation Order shall grant any relief to any Entity that the Court is prohibited from granting by the Declaratory Judgment Act, 28 U.S.C. § 2201(a), or the Tax Anti-Injunction Act, 26 U.S.C. § 7421(a). Notwithstanding any other provision of the Plan, the United States' right to post-petition interest and penalties on its priority and administrative tax claims is preserved.

18. American International Group, Inc.

281. For the avoidance of doubt, notwithstanding any contrary provision set forth herein, all parties' rights are reserved regarding the enforceability of the arbitration provisions in the Insurance Contracts (including, without limitation, the Workers' Compensation Contracts).

19. Catalent Pharma Solutions, LLC, on behalf of itself and its affiliates and related companies.

282. For the avoidance of doubt, any and all contracts or other agreements (together with any addenda, amendments, quotations, solutions, purchase orders, project plans, and other instruments related thereto) that exist as of the Effective Date between any of the Debtors, on the one hand, and Catalent Pharma Solutions, LLC, its affiliates, or related companies (collectively, "**Catalent**"), on the other hand (such agreements, collectively, the "**Catalent Contracts**")—including, but not limited to, the applicable agreements identified on the Assumed Executory Contract/Unexpired Lease List filed as Exhibit V to the Plan Supplement (as such list may be amended, supplemented, or otherwise modified from time to time)—are hereby assumed as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code.

283. Notwithstanding anything in the Plan to the contrary, the Catalent Contracts shall be assumed in toto as of the Effective Date; no provisions or obligations contained within any of the Catalent Contracts shall be or deemed to be severed; and Catalent's right to assert an indemnification Claim or other Claim(s)—including, but not limited to, defensive Claim(s), such as Claims of setoff and recoupment—under any of the Catalent Contracts against the Debtors or the Reorganized Debtors, as applicable, is expressly preserved regardless of whether such Claim(s) arose prior to or after the Effective Date; *provided, however*, (a) Catalent may not (at any time) seek indemnification, reimbursement, or contribution from the Debtors, the Reorganized Debtors or Insurers (acting in such capacity) for any Opioid Claims, Opioid Demands, Co-Defendant Claims, or Co-Defendant Actions, whether arising under the Catalent Contracts or otherwise, that may exist as of the Effective Date, and (b) the Debtors or the Reorganized Debtors expressly reserve any right to object, challenge, and/or defend against any indemnification Claims or other Claim(s) that Catalent may bring or assert against the Debtors or the Reorganized Debtors.

Nothing in this paragraph shall limit the indemnification, reimbursement, or contribution rights that arise under any agreements any of the Debtors or Reorganized Debtors and Catalent enter into subsequent to the entry of this Order (each a "**Future Catalent Contract**"), including, but not limited to rights pertaining to any Opioid Claims, Opioid Demands, Co-Defendant Claims, or Co-Defendant Actions that may arise under a Future Catalent Contract or otherwise (collectively, "**Future Catalent Opioid Claims**") so long as such Future Catalent Opioid Claims pertain to activity that occurred, or is occurring, after the Effective Date.

20. OptumRx, Inc.

284. For the avoidance of doubt, the Commercial Rebate Agreement between OptumRx, Inc. ("**OptumRx**") and Mallinckrodt LLC, dated January 1, 2013 (as amended or otherwise modified from time to time, the "**Commercial Rebate Agreement**") is hereby assumed as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code. Upon the assumption of the Commercial Rebate Agreement on the Effective Date:

a. OptumRx's Release: OptumRx releases and forever discharges (i) the Debtors and the Reorganized Debtors, (ii) the current and former officers and directors of the Debtors and the Reorganized Debtors, (iii) the Insurers (acting in such capacity), and (iv) the Protected Parties (collectively, the "**Beneficiaries of OptumRx Releases**") from all liability, Claims, demands, damages, and Causes of Action (including but not limited to contractual, statutory, and common-law rights of indemnification, reimbursement, or contribution and, for the avoidance of doubt, all Opioid Claims, Opioid Demands, Co-Defendant Claims, or Co-Defendant Actions)—whether known or unknown, contingent or noncontingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise—related to or arising from Opioid-Related Activities occurring or existing on or before the Effective Date (such Claims, collectively, the "**OptumRx Opioid Claims**"). For the avoidance of doubt, OptumRx Opioid Claims shall include all Opioid Claims, Opioid Demands, Co-Defendant Claims, and Co-Defendant Actions that are asserted by

OptumRx against the Beneficiaries of OptumRx Releases after the Effective Date only to the extent that they are related to any conduct or circumstance occurring or existing on or before the Effective Date. Any OptumRx Opioid Claims are hereby released and discharged with no consideration on account thereof, and all Proofs of Claim in respect thereof shall be deemed expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person. OptumRx shall not receive or retain any property on account of such OptumRx Opioid Claims and not have any recourse to any Debtor or any Assets of any Debtor, any Estate or any Assets of any Estate, any other Protected Party or any Assets of any Protected Party, or any of the Opioid MDT II or Opioid Creditor Trusts and any Assets of the Opioid MDT II and the Opioid Creditor Trusts. For the avoidance of doubt, (i) OptumRx is not releasing or impairing any Acthar Claim it may have, if any, (ii) and OptumRx expressly reserves all Co-Defendant Defensive Rights it may have, if any.

b. Debtors' Release: The Debtors release and forever discharge (i) OptumRx, (ii) OptumRx's current and former officers and directors, (iii) the OptumRx Protected Parties (defined below), and (iv) OptumRx's insurers (acting in such capacity) from all liability, Claims, demands, damages, and Causes of Action (including but not limited to contractual, statutory, and common-law rights of indemnification, reimbursement, or contribution)—whether known or unknown, contingent or noncontingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise—related to or arising from Opioid-Related Activities occurring or existing on or before the Effective Date. The "OptumRx Protected Parties" are OptumRx's parents, affiliates, subsidiaries, successors, assignees, heirs, executors, nominees, managers, principals, members, partners, employees, agents, advisors (including financial advisors), attorneys (including any attorneys retained by any of OptumRx's current or former officers and directors acting in his or her capacity as an officer or director), accountants, investment bankers (including any investment bankers retained by any of OptumRx's current or former officers and directors acting in his or her capacity as an officer or director), consultants, experts, and other professionals (including any professionals retained by any of OptumRx's current or former officers and directors acting in his or her capacity as an officer or director), or other representatives of OptumRx.

21. The MDL Debtors' Lift Stay Stipulated Order.

285. On October 18, 2021, the Court entered that certain *Stipulated Order Providing Relief From The Automatic Stay* [Docket No. 4771] (the "**Generics MDL Stipulated Order**") as between Debtors Mallinckrodt plc and Mallinckrodt LLC ("**MDL Debtors**") and the Stipulating MDL Plaintiffs[28] with respect to that certain multi-district litigation captioned *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 16-MD-2724, MDL No. 2724 (E.D. Pa.) before the Honorable Cynthia M. Rufe in the Eastern District of Pennsylvania. The Reorganized Debtors shall be bound by the terms of the Generics MDL Stipulated Order. Nothing in this Confirmation Order alters or otherwise modifies the terms of the Generics MDL Stipulated Order.

22. Objection of Holders of First Lien Notes.

286. Notwithstanding anything to the contrary set forth in the Plan or this Confirmation Order, any Holder of First Lien Notes that objected to the confirmation of the Plan pursuant to (a) the *Objection and Response of the Ad Hoc First Lien Notes Group to (A) First Amended Joint Plan of Reorganization of Mallinckrodt Plc and its Debtor Affiliates under Chapter 11 of the Code and (B) Debtors' Objection to Funded Debt Claims* [Docket No. 4709] or (b) *Columbus Hill Capital Management, L.P.'s (A) Objection to Confirmation of Debtors' Joint Plan of Reorganization and (B) Response to Objection to Funded Debt Claims* [Docket No. 4729], solely in their capacity as such, shall be permitted to opt out of the release set forth in Article IX.C of the Plan by delivering

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[28] The Stipulating MDL Plaintiffs are defined in the Generics MDL Stipulated Order as: Humana Inc., Health Care Service Corp., Molina Healthcare, Inc., United HealthCare Services, Inc., The Kroger Co., Albertsons Companies, LLC, H.E. Butt Grocery Company L.P., CVS Pharmacy, Inc., The Proposed Class of Direct Purchaser Plaintiffs, The Proposed Class of Indirect Reseller Plaintiffs, The Proposed Class of End-Payer Plaintiffs, and the State Attorneys General Plaintiffs, which are: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Territory of Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

notice of such election to the Debtors prior to the Effective Date. Upon delivery of such notice to the Debtors, such Holder of First Lien Notes shall cease to be a Non-Debtor Releasing Party.

23. The ESI Parties.

287. For the avoidance of doubt, the inclusion of "Express Scripts, Inc." in Exhibit 5 to the Plan as a Released Co-Defendant shall not be interpreted to alter any rights or obligations among the Debtors and Accredo Health Group, Inc., CuraScript, Inc. d/b/a/ CuraScript SP Specialty Pharmacy, Evernorth Health Inc. f/k/a Express Scripts Holding Company, Express Scripts, Inc., Priority Healthcare Distribution, Inc. d/b/a CuraScript SD Specialty Distribution, United BioSource LLC f/k/a United BioSource Corp., or any of their past, present, or future parents, subsidiaries, affiliates, insiders, employees, officers, directors, professionals, or agents (collectively, the "**ESI Parties**"), and the ESI Parties shall not be treated as Released Co-Defendants, Co-Defendants, Co-Defendant Related Parties, or holders of Co-Defendant Claims, except insofar as such rights, obligations, or treatment are or relate to any Opioid-Related Activities, any Opioid Claim, or any Opioid Demand. For further avoidance of doubt, no aspect of the this Confirmation Order should be construed to provide for a release of, alteration of, or findings as to any obligations of ESI Parties to unsecured creditors for Acthar, or the rights of such creditors to pursue claims against ESI Parties outside bankruptcy. Notwithstanding anything to the contrary herein, nothing in this Confirmation Order shall preclude Priority Healthcare Distribution, Inc. (d/b/a CuraScript SD Specialty Distribution) ("**CuraScript**") from objecting to assumption of the Wholesale Purchase Agreement between Mallinckrodt ARD LLC and CuraScript prior to the Effective Date.

24. The *Stipulation Resolving Insurers' Objection To Confirmation Of Amended Plan* [Docket No. 6028] (the "Insurer Stipulation").

288. On January 3, 2022, the Debtors filed the Insurer Stipulation on the Court's docket [*see* Docket No. 6028]. The Debtors and Reorganized Debtors shall be bound by the terms of the Insurer Stipulation. Nothing in this Confirmation Order alters or otherwise modifies the terms of the Insurer Stipulation. The below provisions in paragraphs 289-295 of this Confirmation Order are included in the Insurer Stipulation and are hereby approved by the Court.

289. **Asbestos Cost Sharing Agreement.** Notwithstanding any provision of the Plan or this Confirmation Order to the contrary, the *Primary Insurance Cost Sharing Agreement Regarding IMCERA's Asbestos Bodily Injury Claims* dated June 20, 1991, between IMCERA Group, Inc., f/k/a International Minerals & Chemical Corporation ("**IMC**"), and Liberty Mutual Insurance Company ("**Liberty Mutual**"), Employers Insurance of Wausau, Continental Casualty Company, and Columbia Casualty Company (collectively, "**Continental**"), The Hartford Accident and Indemnity Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., International Insurance Company, The Home Insurance Company, and Carnforth Limited and its predecessor, A-M-Y Limited (the "**Asbestos Cost Sharing Agreement**") is assumed by the Debtors under section 365 of the Bankruptcy Code, with Continental's and Liberty Mutual's (the "**Asbestos Insurers**") consent under the facts and circumstances of this case, and with the Reorganized Debtors retaining all of the Debtors' prepetition rights and obligations under the Asbestos Cost Sharing Agreement, and no rights of any kind whatsoever under the Asbestos Costs Sharing Agreement are being assigned to the Asbestos Trust, any opioid trust, or any other entity besides the Reorganized Debtors under the Plan.

290. In reliance on the understandings of the Asbestos Insurers and the Debtors as communicated to and for the benefit of the Opioid Claimants, in connection with assumption of

the Asbestos Cost Sharing Agreement as an element of the Plan, that (a) IMC is the named insured under the Asbestos Insurance Policies that are subject to the Asbestos Cost Sharing Agreement, (b) no Debtor is an insured or has any rights to coverage or other benefits under or with respect to the Asbestos Insurance Policies that are subject to the Asbestos Cost Sharing Agreement beyond those rights the Debtors possess as successor to IMC (collectively, "**Debtors' CSA Rights**"), which Debtors' CSA Rights (for the avoidance of doubt) include the Debtors' rights to have the Asbestos Insurers pay their share of Defense Costs and Indemnity Costs (as such terms are defined in the Asbestos Cost Sharing Agreements) in accordance with the terms of the Asbestos Cost Sharing Agreement, and (c) IMC played no role in Opioid-Related Activities (as that term is defined in the Plan), no rights and obligations under the Asbestos Insurance Policies that are subject to the Asbestos Cost Sharing Agreement shall be assigned to the Opioid MDT II pursuant to Article IV(W)(2)(d) of the Plan or otherwise; *provided, however*, that should any understandings above be incorrect, the Asbestos Cost Sharing Agreement and the Debtors' CSA Rights will in no circumstances be deemed assigned to the Opioid MDT II under the Plan.

291. The Asbestos Trust may not assert any rights or claims under the Asbestos Cost Sharing Agreement or the insurance policies included therein on account of any Asbestos Claims channeled to the Asbestos Trust, any costs of administration of the Asbestos Trust, or any other amounts.

292. None of the Debtors, the Reorganized Debtors, or the Asbestos Trust may seek indemnification or reimbursement for any part of the General Unsecured Claim Trust Consideration or the Asbestos Claims Recovery from the Asbestos Insurers under the Asbestos Cost Sharing Agreement or otherwise.

293. The Asbestos Insurers shall not be asked to defend or indemnify any Asbestos Claim to the extent it is assumed by the Asbestos Trust.

294. **Insurers' Settlement Language.** Notwithstanding any provision of the Plan or this Confirmation Order to the contrary, the Settlement Agreements (as defined in the Insurer Stipulation) with the Alleged Environmental Insurers (as defined in the Insurer Stipulation) are assumed by the Debtors under section 365 of the Bankruptcy Code, with the Alleged Environmental Insurers' (as defined in the Insurer Stipulation) consent under the facts and circumstances of this case, and with the Reorganized Debtors retaining all of the Debtors' prepetition rights and obligations under the Settlement Agreements (as defined in the Insurer Stipulation), and none of the Debtors' obligations, including any obligations to indemnify and hold harmless the Alleged Environmental Insurers (as defined in the Insurer Stipulation), being discharged, channeled, or impaired under the Plan. Neither the Plan, nor this Confirmation Order, shall impact any rights and obligations the Alleged Environmental Insurers (as defined in the Insurer Stipulation) might have under the Settlement Agreements (as defined in the Insurer Stipulation) with respect to entities other than the Debtors and Reorganized Debtors.

295. **Life Sciences Policy.** Notwithstanding any provision of the Plan or this Confirmation Order to the contrary, the Life Sciences Policy (as defined in the Insurer Stipulation) issued by Columbia Casualty Company ("**Columbia**") is assumed and assigned by the Debtors under section 365 of the Bankruptcy Code to the Opioid MDT II, with Columbia's consent under the facts and circumstances of this case, and with the Reorganized Debtors retaining no interest in, nor any right to make claims under, the Life Sciences Policy, as an Excluded Insurance Policy or otherwise, and with all of Columbia's rights and defenses under the Life Sciences Policy preserved and left unimpaired.

25. Humana Pharmacy.

296. In resolution of the *Limited Objection of Humana Pharmacy, Humana Pharmacy Solutions, Inc., and Enclara Pharmacia, Inc. to Confirmation of the Plan and Assumption of Executory Contracts* [Docket No. 4219], the Debtors, on the one hand, and Humana Pharmacy, Inc., Humana Pharmacy Solutions, Inc., and Enclara Pharmacia, Inc. (collectively, "**Humana Pharmacy**"), on the other hand, agree that, in accordance with the terms of the Plan, Humana Pharmacy is a Released Co-Defendant; *provided, however*, Humana, Inc. and its predecessors, successors, assigns, subsidiaries, and Affiliates other than Humana Pharmacy are not Co-Defendant Related Parties. In addition, a Co-Defendant Claim does not include any claim of the type alleged by Humana, Inc. on behalf of its subsidiaries and Affiliates against the Debtors in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724.

26. State Acthar Settlement Agreement.

297. Notwithstanding anything to the contrary set forth in the Plan, this Confirmation Order or any other Definitive Document (as defined in the Plan):

a. In the event of any conflict between the Plan or this Confirmation Order, and a Federal/State Acthar Settlement Agreement signed by any Settling State (each a "**Rebate Claims State Settlement Agreement**," and collectively, the "**Rebate Claims State Settlement Agreements**"), the Rebate Claims State Settlement Agreements shall control, including, without limitation, with respect to the release, discharge and/or injunction provisions of the Plan and this Confirmation Order. For the avoidance of doubt, (i) the release, discharge and/or injunction provisions of the Plan and this Confirmation Order shall not be applicable to, and shall not bar, restrict or limit, the rights and remedies granted to the Settling States in the Rebate Claims State Settlement Agreements, including, without limitation, the right to pursue the Landolt Civil Action (as defined in the Rebate Claims State Settlement Agreements) or any other action, as may be permitted in the Rebate Claims State Settlement Agreements, and (ii) 11 U.S.C. § 525 shall not apply to, or bar, restrict or limit, the rights accorded the Settling States in Paragraphs 22 and 23 of the Rebate Claims State Settlement Agreements to exclude Mallinckrodt from participating in any State Medicaid Programs.

b. Any statutes of limitation and/or laches defense applicable to the Covered Conduct (as defined in the Rebate Claims State Settlement Agreements) are tolled for each Settling State until such time as all payment obligations under the Rebate Claims State Settlement Agreements have been satisfied by the Reorganized Debtors, and any default provision contained in the Rebate Claims State Settlement Agreements shall survive confirmation and shall not be subject to any discharge, release or injunction.

c. The State courts shall have concurrent jurisdiction with this Court with respect to interpretation and/or enforcement of Rebate Claims State Settlement Agreements.

27. IQVIA Inc.

298. In resolution of the *Limited Objection of IQVIA RDS Inc. to Notice of Cure Amounts in Connection with Contracts and Leases* [Docket No. 3783], the *Limited Objection of IQVIA RDS INC. to Joint Plan of Reorganization of Mallinckrodt plc and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 4132], and *the Supplemental Objection of IQVIA Inc., on Behalf of Itself, its Subsidiaries and Affiliates, to Notice of Cure Amounts in Connection with Contracts and Leases and Assumption of Leases* [Docket No. 4928], the Debtors, on the one hand, and IQVIA Inc. (formerly known as IMS Health Incorporated), its subsidiaries, affiliates, or related companies including, but not limited to, IQVIA RDS, Inc., ValueCentric, LLC, BuzzeoPDMA LLC, Highpoint Solutions, LLC, DMD Marketing, Quintiles, Inc., Quintiles Consulting, Inc., and Polaris Solutions, and their successors and assigns (collectively, "**IQVIA**"), on the other hand, hereby agree that any and all contracts or other agreements (together with any addenda, amendments, quotations, solutions, purchase orders, statements of work, project plans, and other exhibits, schedules and/or instruments related thereto, collectively, the "**Assumed IQVIA Contracts**") other than the Rejected IQVIA Contracts (as defined below) that exist as of the Effective Date between any of the Debtors and IQVIA—including, but not limited to, the applicable agreements identified on the Assumed Executory Contract/Unexpired Lease List filed as Exhibit V to the Plan Supplement (as such list may be amended, supplemented, or otherwise

modified from time to time)—are hereby assumed as of the Effective Date upon payment to IQVIA of the cure amount of $693,504.33 (the "**Cure Amount**") pursuant to sections 365 and 1123 of the Bankruptcy Code. For the avoidance of doubt, IQVIA has expressly and effectively opted out of Article V.G of the Plan with respect to the Assumed IQVIA Contracts and the Assumed IQVIA Contracts shall be assumed in full and as-is, without any modification or amendment whatsoever, including, without limitation, all indemnification obligations contained therein, and IQVIA has not, and will not be deemed to, waive or release the Debtors, the Reorganized Debtors, or the Insurers (acting in such capacity) from any obligations to indemnify, reimburse, or provide contribution to IQVIA under the Assumed IQVIA Contracts in any respect including, but not limited to, obligations to indemnify, reimburse, or provide contribution to IQVIA that accrue after the Effective Date whether or not such obligations are based on acts or omissions arising prior to the Effective Date. The following contracts or agreements (collectively, the "**Currently Rejected IQVIA Contracts**") shall be rejected as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code: (i) Customer Services Agreement dated May 20, 2013 between BuzzeoPDMA LLC, Quarles & Brady LLP and Mallinckrodt LLC (and SOWs issued thereunder); (ii) User-Customer Agreement for AMA Physician Professional Data dated January 1, 2011 between IMS Health Incorporated and Mallinckrodt LLC (and SOWs issued thereunder); (iii) Exalgo CRO – Clinical Research Organization Master Services Agreement dated December 30, 2011 between IMS Health Incorporated and Mallinckrodt LLC (and SOWs issued thereunder); (iv) IMS Solutions Agreement – Mallinckrodt-ISA 13-15 dated June 1, 2013 between Mallinckrodt LLC and IQVIA Inc., formerly known as IMS Health Incorporated and the Software-as-a-Service Addendum (and SOWs issued thereunder); and (v) MIDAS/SMART Information Services Agreement (and SOWs issued thereunder). Notwithstanding the foregoing, nothing herein shall

preclude the Debtors from rejecting other contracts or agreements with IQVIA (collectively, and together with the Currently Rejected IQVIA Contracts, the "**Rejected IQVIA Contracts**") prior to the Effective Date; *provided, however*, that IQVIA expressly reserves the right to object to any such additional rejection designations or any adjustment to the Cure Amount as a result thereof.

28. Sanofi-Aventis U.S. LLC.

299. Footnote 178 of the Confirmation Opinion is hereby clarified. The reference to a $45 million claim in footnote 178 of the Confirmation Opinion reflects the value (for Confirmation Hearing trial purposes only) of Sanofi's claim as testified by Mr. Eisenberg. The rights of all parties are expressly reserved with respect to allowance or disallowance of Sanofi's claims.

SS. POST-CONFIRMATION NOTICE AND NOTICE OF EFFECTIVE DATE

300. In accordance with Bankruptcy Rules 2002 and 3020(c), within [10] Business Days of the date of entry of this Confirmation Order, the Debtors shall serve a notice of the Plan confirmation (the "**Notice of Confirmation**") substantially in the form attached hereto as **Exhibit C** by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Confirmation Hearing Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address after conducting a commercially reasonable search therefor. To supplement the notice described in the preceding sentence, within 10 days of the date of this Confirmation Order the Debtors shall submit for publication the Notice of Confirmation once in USA Today and The Wall Street Journal (national edition). Mailing and publication of the Notice of Confirmation in the time and manner set forth in this paragraph shall be good and sufficient notice under the

particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

301. The Notice of Confirmation may constitute sufficient notice of the entry of this Confirmation Order to filing and recording officers and may be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

302. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), the Reorganized Debtor is authorized and directed to file and serve, within ten (10) days after the occurrence of the Effective Date, a notice of the Effective Date, which shall include notice of, among other things, (i) any outstanding applicable bar dates established by the Plan and this Confirmation Order; (ii) the issuance of the injunctions under the Plan, including the Opioid Permanent Channeling Injunction; (iii) the Effective Date; and (iv) notice of substantial consummation of the Plan on all parties that received notice of the Confirmation Hearing.

TT. EXEMPTIONS FROM REGISTRATION REQUIREMENTS

303. The offering, issuance, and distribution of the Takeback Second Lien Notes and the New Second Lien Notes in exchange for Claims pursuant to Article III of the Plan and, where applicable, in accordance with the terms of the Scheme of Arrangement and this Confirmation Order, shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act pursuant to section 4(a)(2) of the Securities Act. The Takeback Second Lien Notes and the New Second Lien Notes shall be subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act and other applicable law. The offering, issuance, and distribution of any other Securities, including the New Mallinckrodt Ordinary Shares (including any New Mallinckrodt Ordinary Shares issuable upon the exercise of the New Opioid Warrants) and the New Opioid Warrants in exchange for Claims pursuant to Article III of the Plan

and, where applicable, in accordance with the terms of the Scheme of Arrangement and this Confirmation Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act pursuant to section 1145 of the Bankruptcy Code. Any and all such New Mallinckrodt Ordinary Shares (including any New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants) and New Opioid Warrants so issued under the Plan and, where applicable, the Scheme of Arrangement, will be freely tradable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in Section 2(a)(11) of the Securities Act, and compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities or instruments; (b) the restrictions, if any, on the transferability of such Securities and instruments; and (c) any other applicable regulatory approval.

304. The Reorganized Debtors need not provide any further evidence other than the Plan, this Confirmation Order, the Scheme of Arrangement, or the Irish Confirmation Order with respect to the treatment of the Takeback Second Lien Notes, New Second Lien Notes, New Mallinckrodt Ordinary Shares or New Opioid Warrants under applicable securities laws.

305. Notwithstanding anything to the contrary in the Plan, no Person or Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the due authorization, enforceability, legality or validity of, or the grant or perfection of any Lien in connection with, any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Credit Facilities, the Takeback Second Lien Notes, the New Second Lien Notes, the New Mallinckrodt Ordinary Shares (including any New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants), and the New Opioid Warrants are exempt

from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC shall be required to accept and conclusively rely upon the Plan, this Confirmation Order, the Scheme of Arrangement, or the Irish Confirmation Order in lieu of a legal opinion regarding such matters, including whether the New Credit Facilities, the Takeback Second Lien Notes, the New Second Lien Notes, the New Mallinckrodt Ordinary Shares (including any New Mallinckrodt Ordinary Shares issuable upon exercise of the New Opioid Warrants), and the New Opioid Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries shall fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of the Plan or other contemplated thereby, including without limitation any and all distributions pursuant to the Plan and any and all Restructuring Transactions.

UU. EXEMPTIONS FROM CERTAIN TRANSFER TAXES

306. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment, or recording of any lease or sublease; or (d) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not, in each case, be subject to any U.S. federal, state, or local document recording tax, stamp tax, conveyance

fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

VV. PRESERVATION OF CAUSES OF ACTION

307. In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases set forth in Article IV.O of the Plan and in Article IX of the Plan, all Causes of Action, other than the Assigned Third-Party Claims, the Assigned Insurance Rights, the Share Repurchase Claims, and Causes of Actions transferred to and assumed by the General Unsecured Claims Trust, the Asbestos Trust, and the Opioid MDT II, that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, other than the Assigned Third-Party Claims, the Assigned Insurance Rights, the Share Repurchase Claims, and Causes of Actions transferred to and assumed by the General Unsecured Claims Trust, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors, the Reorganized Debtors, the General Unsecured Claims Trust, the Asbestos Trust, or the Opioid MDT II, in each case as applicable, will not pursue any and all available Causes of Action. The Debtors, the Reorganized Debtors, the General Unsecured Claims

Trust, the Asbestos Trust, and the Opioid MDT II, in each case as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to any such Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. Notwithstanding the foregoing, (a) any and all Causes of Action belonging to the Estates against any Released Co-Defendant or their Co-Defendant Related Parties (other than any Estate Surviving Pre-Effective Date Claim) are not Assigned Third Party-Claims and are released under the Plan and (b) any Estate Surviving Pre-Effective Date Claims are not Assigned Third Party-Claims, are not released, and shall belong to Reorganized Mallinckrodt.

308. Notwithstanding any provision in the Plan or any order entered in these Chapter 11 Cases, as of and after the Effective Date, the Debtors and Reorganized Debtors forever waive, relinquish, and release any and all Causes of Action the Debtors and their Estates had, have, or may have (a) against any Released Party, or (b) that arise under section 547 of the Bankruptcy Code (and analogous non-bankruptcy law) against any Holder of a Trade Claim on account of such Trade Claims.

WW. EFFECTIVENESS OF ALL ACTIONS

309. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to, or after the Effective Date pursuant to this Confirmation Order (as applicable), without further application to, or order of the Court, or further action by the respective officers, directors, managers, members, or stockholders of the Debtors or Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders.

310. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, the Exit Financing Documents, the New Governance Documents, the Definitive Documents, and any other documents, instruments, securities, or agreements, and any amendments or modifications thereto.

XX. CONFLICTS

311. To the extent that any provision of the Disclosure Statement, or any order entered prior to Confirmation (for avoidance of doubt, not including this Confirmation Order) referenced in the Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control. Unless otherwise provided in this Confirmation Order, to the extent that any provision of the Plan conflicts with or is in any way inconsistent with any provision of this Confirmation Order, this Confirmation Order shall govern and control.

312. Notwithstanding any provision of this Confirmation Order, to the extent of a conflict between any provision in this Confirmation Order and Article XII.Q ("*Special Provisions for the United States*") of the Plan, Article XII.Q of the Plan controls.

313. Notwithstanding anything to the contrary in this Confirmation Order, to the extent of conflict between the Plan or this Confirmation Order, and the Rebate Claims State Settlement Agreements, the Rebate Claims Settlement Agreements shall control.

YY. RESERVATION OF RIGHTS

314. Subject to the conditions to the Effective Date, the Debtors reserve the right, subject to the terms of the Restructuring Support Agreement, to revoke or withdraw the Plan prior to the

entry of this Confirmation Order and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if entry of this Confirmation Order or the Effective Date does not occur, or if the Restructuring Support Agreement terminates in accordance with its terms prior to the Effective Date, then: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant to the Plan or hereto shall be deemed null and void; and (c) nothing contained in the Plan, this Confirmation Order, or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims, Interests, or Causes of Action; (ii) prejudice in any manner the rights of the Debtors or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors or any other Entity; *provided*, that any Restructuring Expenses that have been paid as of the date of revocation or withdrawal of the Plan shall remain paid and shall not be subject to disgorgement or repayment without further order of the Bankruptcy Court.

315. Subject to the conditions to the Effective Date, the Plan shall have no force or effect unless and until the Bankruptcy Court enters this Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date. By consenting to the treatment provided by the Plan or otherwise supporting the Plan, no State or Tribe shall be construed to have waived any claim or defense of sovereign immunity that it may have in any other action or proceeding, including any action or proceeding occurring after the Effective Date.

ZZ. TERM OF INJUNCTIONS OR STAYS

316. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date; *provided* that nothing in the Plan, Confirmation Order or other Definitive Documents shall in any way extend any stay in effect pursuant to the 105 Orders. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

AAA. NONSEVERABILITY OF PLAN PROVISIONS UPON CONFIRMATION

317. If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided* that, any such alteration or interpretation shall be acceptable to the Debtors, the Required Supporting Unsecured Noteholders, the Supporting Governmental Opioid Claimants, the Required Supporting Term Lenders, the Official Committee of Opioid-Related Claimants, and the Official Committee of Unsecured Creditors. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. This Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and

may not be deleted or modified without the consent of the Debtors; and (c) nonseverable and mutually dependent.

BBB. AUTHORIZATION TO CONSUMMATE

318. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to the satisfaction or waiver (with the consent of the applicable parties and in accordance with Article VIII.B of the Plan) of the conditions precedent to the Effective Date set forth in Article VIII.A of the Plan.

CCC. EFFECT OF NON-OCCURRENCE OF CONDITIONS TO THE EFFECTIVE DATE

319. If the Effective Date does not occur on or before the termination of the Restructuring Support Agreement, then: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant to the Plan or hereto shall be deemed null and void; and (c) nothing contained in the Plan, this Confirmation Order, or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims, Interests, or Causes of Action; (ii) prejudice in any manner the rights of the Debtors or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors or any other Entity; *provided*, that any Restructuring Expenses that have been paid as of the date of revocation or withdrawal of the Plan shall remain paid and shall not be subject to disgorgement or repayment without further order of the Bankruptcy Court.

DDD. RETENTION OF JURISDICTION

320. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, except to the extent set forth in this Confirmation Order, in Article X of the Plan, and in the Opioid MDT II Documents and the Opioid Creditor Trust Documents, the Bankruptcy

Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including those matters set forth in Article X of the Plan.

EEE. DISSOLUTION OF COMMITTEES

321. On the Effective Date, the Official Committee of Unsecured Creditors and the Official Committee of Opioid-Related Claimants shall be dissolved and the members of each of the Official Committee of Unsecured Creditors and the Official Committee of Opioid-Related Claimants and each of their legal, consulting, financial, and/or other professional advisors shall be deemed released of all their duties, responsibilities, and obligations in connection with the Chapter 11 Cases and its implementation; *provided*, *however*, that following the Effective Date, the Official Committee of Unsecured Creditors and the Official Committee of Opioid-Related Claimants shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for compensation by Professional Persons and requests for allowance of fees and/or expenses under section 503(b) of the Bankruptcy Code, and (b) any appeals of, or related to, (x) this Confirmation Order or (y) other appeal to which the Official Committee of Unsecured Creditors or the Official Committee of Opioid-Related Claimants is a party.

322. Upon dissolution of the Official Committee of Unsecured Creditors, the General Unsecured Claims Trust and the Asbestos Trust shall jointly succeed to, and exclusively hold, the attorney-client privilege and any other privilege held by the Official Committee of Unsecured Creditors and shall enjoy the work product protections that were applicable or available to the Official Committee of Unsecured Creditors before its dissolution. After the Effective Date, neither the General Unsecured Claims Trust nor the Asbestos Trust can independently waive the attorney-client privilege or any other privilege. For any privilege to be waived, the respective trust must

first obtain advance written consent from the other trust which jointly holds said privilege and/or from any other party, including the Reorganized Debtors, as applicable, that may share in the applicable privilege.

FFF. TERMINATION OF CHALLENGE PERIODS

323. The Challenge Period (as defined in the Cash Collateral Order) for all parties is terminated as of the Effective Date (to the extent not yet terminated at such time), and the stipulations, admissions, findings, and releases contained in the Cash Collateral Order shall be binding on the Debtors' estates and all parties in interest (to the extent not yet binding at such time).

GGG. FINAL ORDER

324. This Confirmation Order is a Final Order and the period in which an appeal or any motion seeking to stay or alter the effectiveness hereof must be filed shall commence upon entry hereof.

HHH. IMMEDIATE BINDING EFFECT

325. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be and is immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and notwithstanding whether or not such Person or Entity (a) will receive or retain any property, or interest in property, under the Plan, (b) has filed a Proof of Claim in the Chapter 11 Cases or (c)

failed to vote to accept or reject the Plan, affirmatively voted to reject the Plan, or is conclusively presumed to reject the Plan. This Confirmation Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rule 3020(e), 6004(h), 7062, or any stay of enforcement otherwise applicable to the Plan.

Dated: March 2nd, 2022
Wilmington, Delaware

JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE