

MALLINCKRODT OPIOID
PERSONAL INJURY TRUST AGREEMENT

This Mallinckrodt Opioid Personal Injury Trust Agreement (this “**Trust Agreement**”), dated as of June 16, 2022 and effective as of the Effective Date,¹ is entered into, pursuant to the *Fourth Amended Joint Plan Of Reorganization (With Technical Modifications) Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code*, dated as of February 18, 2022 and confirmed by the Bankruptcy Court on March 2, 2022 [Docket No. 6660] (as such may be amended, modified, or supplemented, the “**Plan**”), by Mallinckrodt and its Debtor affiliates (collectively referred to as the “**Debtors**” or “**Settlors**”); the Future Claimants’ Representative (the “**FCR**”); Wilmington Trust, National Association (the “**Delaware Trustee**”); the Personal Injury Trustee identified on the signature pages hereof (the “**Trustee**”); the members of the Trust Advisory Personal Injury Committee identified on the signature pages hereof (the “**PI Committee**”); and the NAS Representative (defined below); and with the consent of the Ad Hoc Group of Personal Injury Victims and the Ad Hoc Committee of NAS Children (the “**Ad Hoc Committees**”);

WHEREAS, the Debtors have reorganized under the provisions of chapter 11 of the Bankruptcy Code in the case filed in the United States Bankruptcy Court for the District of Delaware, administered and known as *In re Mallinckrodt PLC, et al.*, No. 20-12522 (JTD);

WHEREAS, the Bankruptcy Court has entered the Confirmation Order confirming the Plan;

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the Plan, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

WHEREAS, the Plan provides, *inter alia*, for the creation of a PI Trust, as provided herein to be called the Mallinckrodt Opioid Personal Injury Trust (the “**PI Trust**”);

WHEREAS, pursuant to the Plan, the PI Trust shall be established to (i) assume all liability for the PI/NAS Claims that are channeled to the PI Trust,² (ii) collect distributions made on account of the PI Claims Share and the NAS PI Claims Share in accordance with the PI Trust Documents, (iii) administer the PI/NAS Claims, (iv) make distributions to Holders of Allowed PI/NAS Claims in accordance with the PI Trust Documents, and (v) carry out such other matters as are set forth in the PI Trust Documents;

WHEREAS, the Plan provides that, as of the Effective Date, all PI/NAS Claims, and all of Mallinckrodt’s liabilities for the PI/NAS Claims, shall automatically, and without further act, deed, or court order, be channeled to and assumed by the PI Trust, which shall resolve the PI/NAS Claims under the PI Trust Documents;

WHEREAS, pursuant to the Plan, the PI Trust is to use its assets and income to resolve and satisfy, if qualified, all PI/NAS Claims that are channeled to the PI Trust (“**PI/NAS Claims**,” which include (a) the PI Opioid Claims and the Future PI Opioid Claims (collectively, the “**PI Claims**,”), and (b) the NAS PI Opioid Claims and the Future NAS PI Opioid Claims (collectively, the “**NAS PI Claims**”)); and shall (i) hold, manage, and invest all funds and other assets received by the PI Trust from the MDT Opioid II for the benefit of the beneficiaries of the PI Trust; and (ii) administer, process, resolve, and liquidate all PI/NAS Claims that are Allowed by the Trustee in accordance with (A) the Mallinckrodt Opioid PI Trust Distribution Procedure for Non-NAS PI Claims (the “**Non-NAS PI TDP**”), and (B) the Mallinckrodt Opioid PI Trust Distribution

² In this Trust Agreement, whenever the terms “PI Claim,” “NAS PI Claim,” and “PI/NAS Claim”, are used, those terms refer only to PI Claims, NAS PI Claims, and PI/NAS Claims, respectively, that are channeled to the PI Trust pursuant to the Plan.

Procedure for NAS PI Claims (the “**NAS PI TDP**,” and together with the Non-NAS PI TDP, the “**PI TDPs**”);

WHEREAS, it is the intent of the Debtors, the Trustee, the PI Committee, the NAS Representative, and the FCR that the PI Trust will value the PI/NAS Claims, and be in a financial position to pay Holders of Allowed PI Claims and Allowed NAS PI Claims, in accordance with the terms of this Trust Agreement and the respective PI TDPs;

WHEREAS, all rights of the Holders of Non-NAS PI Claims (“**Non-NAS PI Claimants**”) and all rights of the Holders of NAS PI Claims (“**NAS PI Claimants**”, collectively with the Non-NAS PI Claimants, the “**PI Claimants**”)) arising under this Trust Agreement and the PI TDPs shall vest upon the Effective Date;

WHEREAS, pursuant to the Plan, the PI Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “**QSF Regulations**”), and to be treated consistently for state and local tax purposes to the extent applicable; and

WHEREAS, the Bankruptcy Court has determined that the PI Trust and the Plan satisfy all the prerequisites for issuance of an injunction pursuant to section 105(a) of the Bankruptcy Code with respect to any and all Non-NAS PI Claims and NAS PI Claims, and such injunction has been entered in connection with the Confirmation Order.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name. The Debtors as Settlers hereby create a trust known as the “Mallinckrodt Opioid Personal Injury Trust,” which is the PI Trust provided for and referred to in the Plan. The Trustee of the PI Trust may transact the business and affairs of the PI Trust in the

name of the PI Trust, and references herein to the PI Trust shall include the Trustee acting on behalf of the PI Trust. It is the intention of the parties hereto that the trust created hereby constitute a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801 *et seq.* (the “**DST Act**”), and that this document constitutes the governing instrument of the PI Trust. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State.

1.2 Purpose. The purpose of the PI Trust is to assume all liabilities and responsibility for all PI/NAS Claims, to resolve and make distributions in respect of Allowed Non-NAS PI Claims and Allowed NAS PI Claims in accordance with the Non-NAS PI TDP and NAS PI TDP, respectively, use the PI Trust Assets and income to meet its obligations, as well as to, among other things:

- (a) collect the Opioid MDT II Initial Distribution and any Opioid MDT II Supplemental Distributions on account of the PI Claims Share and the NAS PI Claims Share in accordance with the Plan and the PI Trust Documents;
- (b) direct the administration, processing, liquidation and payment of all Non-NAS PI Claims and NAS PI Claims in accordance with the Plan, the PI TDPs, and the Confirmation Order;
- (c) preserve, hold, and manage the assets of the PI Trust for use in paying and satisfying Allowed Non-NAS PI Claims and Allowed NAS PI Claims;
- (d) qualify at all times as a qualified settlement fund;
- (e) establish a fund to make distributions on account of Allowed Non-NAS PI/NAS Claims (the “**PI Trust Non-NAS Fund**”) and a fund to make distributions on account of

Allowed NAS PI/NAS Claims (the “**PI Trust NAS Fund**”), and make such distributions in accordance with the Plan, the PI TDPs, and the Confirmation Order;

(f) to pay present and future Allowed NAS PI Claims in substantially the same manner, and to pay present and future Allowed Non-NAS PI Claims in substantially the same manner;

(g) pay assessments to the extent required by Article IV.X.8 of the Plan to fund the Common Benefit Escrow and then, upon its establishment, the Common Benefit Fund in accordance with the Plan.

(h) pay Holders of Allowed PI/NAS Claims in accordance with this Trust Agreement, the PI TDPs, and any LRP (defined below) the Trustee may establish, such that Holders of Allowed PI/NAS Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such Allowed PI/NAS Claims;

(i) fund the PI Trust NAS Fund and the PI Trust Non-NAS Fund and make distributions therefrom to Holders of Allowed NAS PI Claims and Allowed Non-NAS PI Claims, respectively, in accordance with the Plan, the PI TDPs, the LRP, and the Confirmation Order;

(j) use the PI Trust’s assets and income to pay any and all fees, costs, expenses, taxes, disbursements, debts, or obligations of the PI Trust incurred from the operation and administration of the PI Trust (including in connection with the PI TDPs and the LRP) and management of the PI Trust Assets (together, the “**Trust Operating Expenses**”) in accordance with the PI Trust Documents; and

(k) make distributions on Allowed PI/NAS Claims (together with the Trust Operating Expenses, the “**Trust Expenses**”).

1.3 Transfer of Assets. Pursuant to and in accordance with the Plan, the PI Trust has received, on the Effective Date or as soon as reasonably practicable thereafter, the Opioid MDT II Initial Distribution and the right to receive any Opioid MDT II Subsequent Distributions (together, the “**PI Trust Assets**”) to fund the PI Trust and settle or discharge all PI/NAS Claims. In all events, the PI Trust Assets or any other assets to be transferred to the PI Trust under the Plan will be transferred to the PI Trust free and clear of all Claims, interests, Liens, and other encumbrances and liabilities of any kind by the Debtors, the Reorganized Debtors, the other Protected Parties, any creditor, or other entity except as otherwise provided in the PI Trust Documents.

1.4 Allocation of Funds.

(a) Under the Plan, the PI Trust will receive the PI Opioid Claims Share and the NAS PI Opioid Claims Share. The PI Trust shall establish the following: (i) the PI Trust NAS Fund; and (ii) the PI Trust Non-NAS Fund.

(b) The Trust Operating Expenses shall be paid pro rata from both the PI Trust NAS Fund and the PI Trust Non-NAS Fund until the PI Trust NAS Fund is exhausted and dissolved, after which time Trust Operating Expenses shall be paid solely from the PI Trust Non-NAS Fund; provided, however, that fees of professionals retained by the PI Committee and reimbursement of expenses relating to the PI Committee and its professionals shall be paid from the PI Trust Non-NAS Fund, and fees of professionals retained by the NAS Representative and reimbursement of expenses relating to the NAS Representative and its professionals shall be paid from the PI Trust NAS Fund.

1.5 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the PI Trust, the PI Trust hereby expressly accepts the transfer to the PI Trust of the PI Trust Assets and any other transfers contemplated by

the Plan and the PI Trust Documents in the time and manner as, and subject to the terms, contemplated in the Plan and the PI Trust Documents.

(b) In furtherance of the purposes of the PI Trust, the PI Trust expressly assumes all liabilities and responsibility for all PI/NAS Claims, and neither the Reorganized Debtors nor any of the Protected Parties specified in the Plan shall have any further financial or other responsibility or liability therefor. Except as otherwise provided in this Trust Agreement and the PI TDPs, the PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors or the Reorganized Debtors have or would have had under applicable law; provided, however, that such claims, defenses or rights may not be asserted against any Protected Party.

(c) Notwithstanding anything to the contrary herein, no provision herein or in the PI TDPs shall be construed or implemented in a manner that would cause the PI Trust to fail to qualify as a “qualified settlement fund” under the QSF Regulations.

(d) Nothing in this Trust Agreement shall be construed in any way to limit

- (i) the scope, enforceability, or effectiveness of the Opioid Permanent Channeling Injunction or
- (ii) subject to the provisions of Section 1.5(b) above, the PI Trust’s assumption of all liability for PI/NAS Claims.

(e) To the extent required by the DST Act, the beneficial owners (within the meaning of the DST Act) of the PI Trust (the “**Beneficial Owners**”) shall be deemed to be the Holders of PI/NAS Claims; provided that (i) the Holders of PI/NAS Claims, as such Beneficial Owners, shall have only such rights with respect to the PI Trust and its assets as are set forth in the PI TDPs and (ii) no greater or other rights, including upon dissolution, liquidation, or winding up

of the PI Trust, shall be deemed to apply to the Holders of PI/NAS Claims in their capacity as Beneficial Owners.

ARTICLE II

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

(a) The Trustee is and shall act as the fiduciary to the PI Trust in accordance with the provisions of this Trust Agreement and the Plan. The Trustee shall, at all times, administer the PI Trust and the PI Trust Assets in accordance with the purposes set forth in section 1.2 above. Subject to the limitations set forth in this Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the PI Trust, including, without limitation, each power expressly granted in this section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of section 2.2, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or otherwise specified herein, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustee shall have the power to:

(i) receive and hold the PI Trust Assets and exercise all rights with respect thereto, including the right to vote and sell any securities that are included in the PI Trust Assets;

(ii) invest the monies held from time to time by the PI Trust, in consultation with the PI Committee, the FCR, and the financial advisor for the PI Trust (the “Financial Advisor”);

(iii) sell, transfer, or exchange, in the ordinary course of business, any or all of the PI Trust Assets at such prices and upon such terms as the Trustee may consider proper, consistent with the other terms of this Trust Agreement;

(iv) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the PI Trust to operate;

(v) pay liabilities and expenses of the PI Trust;

(vi) establish the PI Trust NAS Fund, the PI Trust Non-NAS Fund, and such other funds, reserves, and accounts within the PI Trust estate, as deemed by the Trustee to be useful in carrying out the purposes of the PI Trust;

(vii) subject to the terms of the Plan, sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding;

(viii) initiate, prosecute, defend, and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary by the Trustee to fulfill the purposes of the PI Trust;

(ix) establish, supervise, and administer the PI Trust in accordance with this Trust Agreement and the PI TDPs;

(x) establish a lien resolution program (“**LRP**”) and appoint and oversee the actions of a lien resolution agent to carry out the LRP;

(xi) in any court, defend, and assert counterclaims against, PI/NAS Claims brought against the PI Trust by PI Claimants who have “opted out” of the applicable PI TDP, bring one or more consolidated actions against PI Claimants who elect to liquidate their PI/NAS Claims by commencing separate lawsuits in the tort system, seek to consolidate multiple

lawsuits commenced by such PI Claimants, and seek to consolidate discovery propounded by such PI Claimants or by the PI Trust in multiple lawsuits commenced by such PI Claimants;

(xii) appoint, hire, or engage such officers, employees, advisors, counsel, consultants, independent contractors, representatives, and agents to provide such legal, financial, accounting, investment, auditing, forecasting, claims administration, lien resolution, and other services (“**Professionals**”) as the business of the PI Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in the Trustee’s discretion, deems advisable or necessary in order to carry out the terms of this Trust and the PI TDPs;

(xiii) select, engage, and pay reasonable compensation to one or more Appeals Masters pursuant to section 4.12 below;

(xiv) pay reasonable compensation to Professionals engaged by the PI Trust;

(xv) as provided below, (a) compensate the Trustee, the Delaware Trustee, the FCR, the PI Committee members, and the NAS Representative, as well as their respective Professionals and (b) reimburse the Trustee, the Delaware Trustee, the PI Committee members, the NAS Representative, and the FCR, as well as their respective Professionals, for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xvi) pay reimbursement to the Ad Hoc Committees, in an aggregate amount not to exceed \$2 million, for (i) reasonable costs advanced prior to the Effective Date to the proposed Trustee and the Trustee’s proposed Financial Advisor for work done in connection with the design and implementation of the PI Trust and PI TDPs, in an amount that is subject to

review and approval of the PI Committee, the NAS Representative, and the FCR, and (ii) amounts ordered by the Bankruptcy Court consistent with Section IV.X.8.F of the Plan;

(xvii) execute and deliver such instruments as the Trustee considers proper in administering the Trust;

(xviii) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement;

(xix) in accordance with section 4.6 below, defend, indemnify, and hold harmless (and, if practicable and reasonable, purchase insurance indemnifying) (A) the Trustee, the Delaware Trustee, the members of the PI Committee, the NAS Representative, the Ad Hoc Group of Personal Injury Victims and the Ad Hoc Committee of NAS Children (collectively herein, the “**Ad Hoc Committees**”, which shall have no role after the effective date for the Trust), and the FCR, (B) the Appeals Master(s) and the respective Professionals of the PI Trust (including the Claims Administrator and its staff and agents), the PI Committee, the NAS Representative, and the FCR (the “**Additional Indemnites**”), and (C) the Professionals of the Ad Hoc Committees, to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and insure its trustees, and Professionals and other parties. Notwithstanding anything to the contrary herein, no party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which such party is liable under under section 4.4 below;

(xx) [RESERVED]

(xxi) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the PI Trust Assets to any one or more reputable individuals

or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in section 4.4 below;

(xxii) consult with the PI Committee, the NAS Representative, and the FCR at such times and with respect to such issues relating to the conduct of the PI Trust as the Trustee considers desirable in addition to such matters as are prescribed in this Trust Agreement or in the PI TDPs;

(xxiii) make, pursue (by litigation or otherwise), collect, compromise, settle, or otherwise resolve in the name of the PI Trust, any claim, right, action, or cause of action included in the PI Trust Assets, including, but not limited to, insurance recoveries, before any court of competent jurisdiction; and

(xxiv) contract for the establishment and continuing maintenance of a website (the “**Trust Website**”) to publish the claims materials and the Annual Report, and aid in communicating information to the Beneficiaries and their counsel or other authorized persons.

(d) The Trustee shall not have the power to guarantee any debt of other Persons.

(e) The Trustee agrees to take the actions of the PI Trust required hereunder.

(f) The Trustee shall give the PI Committee and the FCR reasonably prompt notice of any material act performed or taken pursuant to sections 2.1(c)(i) above and any act proposed to be performed or taken pursuant to section 2.2(g) below. The Trustee shall also provide reasonably prompt notice to the NAS Representative of material actions performed or taken under section 2.1(c)(i) or 2.2(g) that affect the PI Trust NAS Fund, the implementation of the NAS PI TDP, or the NAS PI Claims.

2.2 General Administration.

(a) The Trustee shall act in accordance with this Trust Agreement, the Plan, the Confirmation Order, and the PI TDPs. In the event of a conflict between the terms or provisions of the Plan and this Trust Agreement or the PI TDPs, the terms of the Plan shall control. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such income tax and other returns and statements required to be filed, and shall timely pay all taxes required to be paid by the PI Trust, (ii) comply with all applicable reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of the PI Trust as a qualified settlement fund within the meaning of the QSF Regulations, and (iv) take no action that could cause the PI Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

(c) The Trustee may withhold, and shall pay to the appropriate tax authority all amounts required by law to be withheld pursuant to the Internal Revenue Code or any provision of any applicable foreign, state, or local tax law with respect to any payment or distribution to the Holders of Allowed PI/NAS Claims. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such Holders of Allowed PI/NAS Claims for all purposes of this Trust Agreement. The Trustee shall be authorized to collect tax information, which may include applicable IRS Form W-8 or IRS Form W-9, from the Holders of Allowed PI/NAS Claims (including tax identification numbers) as reasonably requested by the Trustee, readily available to the Holders of the Allowed PI/NAS Claims and necessary to effectuate the Plan, the Confirmation Order, and this Trust Agreement. The Trustee may refuse to make some or all of a distribution to a Holder of an Allowed PI/NAS Claim that fails to furnish such

information in a timely fashion, and until such information is delivered may treat such Holder's Allowed PI/NAS Claim, as disputed; provided, however, that, upon the delivery of such information by a Holder of an Allowed PI/NAS Claim, the Trustee shall make such distribution to which such Holder is entitled, without additional interest occasioned by such Holder's delay in providing tax information. Notwithstanding the foregoing, if a Holder of an Allowed PI/NAS Claim fails to furnish any tax information reasonably requested by the Trustee before the date that is six months after the request is made (subject to extension in the discretion of the Trustee if such Holder demonstrates to the reasonable satisfaction of the Trustee that such Holder's failure to provide such tax information is due to one or more taxing authorities' failure to furnish information necessary to respond to the Trustee's reasonable request to such Holder despite such Holder's request for such information), to the fullest extent permitted by law, the amount of such distribution shall irrevocably revert to the PI Trust, and any Allowed PI/NAS Claim with respect to such distribution shall be discharged and forever barred from assertion against the PI Trust or its property.

(d) The Trustee shall be responsible for all of the PI Trust's tax matters, including without limitation, tax audits, claims, defenses and proceedings. The Trustee shall file (or cause to be filed) any other statement, return, or disclosure relating to the PI Trust that is required by any governmental unit and be responsible for payment, out of the PI Trust Assets, of any taxes imposed on the PI Trust or its assets.

(e) The Trustee shall provide the following reports:

(i) The PI Trust shall cause to be prepared and provide to the PI Committee, the NAS Representative, and the FCR quarterly reports on the financial condition of the PI Trust, including a report on the investments and accounts of the PI Trust and the Trust

Operating Expenses (“**Quarterly Reports**”). The Quarterly Reports shall include quarterly statements on all items required to be included in the Annual Report (defined below).

(ii) The PI Trust shall cause to be prepared and provide to the PI Committee, the NAS Representative (as applicable to the NAS PI TDP), and the FCR monthly reports on the status of claims submitted to and processed, paid or resolved by the PI Trust.

(iii) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event within one hundred and twenty (120) days following the end of each calendar year, an annual report (the “**Annual Report**”). The Annual Report shall contain financial statements of the PI Trust (including, without limitation, a balance sheet of the PI Trust as of the end of such fiscal year and a statement of operations for such fiscal year) audited by a firm of independent certified public accountants selected by the Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements’ presentation of the cash and investments available for the payment of claims.

(iv) The Annual Report shall also include an aggregate summary regarding the number and type of claims disposed of during the period covered by the financial statements.

(v) The Trustee shall provide a copy of such Annual Report to the PI Committee, the NAS Representative, the FCR, and the Office of the United States Trustee for the District of Delaware when such reports are filed with the Bankruptcy Court. The Annual Report filed with the Bankruptcy Court shall be available for inspection by the public in accordance with procedures established by the Bankruptcy Court. The PI Trust shall also publish the Annual Report on the Trust Website.

(f) In consultation with the PI Committee, the NAS Representative, and the FCR, the Trustee shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projections covering such fiscal year and the succeeding four fiscal years. The budget and cash flow projections shall include a description of the amounts the PI Trust anticipates spending on Trust Operating Expenses and payments to Holders of Allowed PI/NAS Claims. The Trustee shall provide a copy of the budget and cash flow projections to the PI Committee, the NAS Representative, and the FCR.

(g) The Trustee shall consult with the PI Committee, the NAS Representative, and the FCR (i) on the general implementation and administration of the PI Trust; (ii) on the general implementation and administration of the PI TDPs; and (iii) on such other matters as may be required under this Trust Agreement and the PI TDPs.

(h) The Trustee shall be required to obtain the consent of the PI Committee (as applicable), the NAS Representative (as required by or as applicable to the administration of the NAS PI TDP), and the FCR pursuant to the respective consent processes set forth in sections 5.7(b), 6.7(b), and 7.5(b) below, in addition to any other instances elsewhere enumerated, in order:

(i) clarify the criteria for determining, to the extent such clarification is necessary, (A) an Award (as defined in the NAS PI TDP) as set forth in the NAS PI TDP and (B) the Base Payment and Level Awards (each as defined in the Non-NAS PI TDP) as set forth in the Non-NAS PI TDP;

(ii) clarify the initial qualification requirements, to the extent such clarification is necessary, described in (A) the NAS PI TDP and (B) the Non-NAS PI TDP;

(iii) to determine, establish, or change the Payment Amount, Point Value and Recovery Percentage described in the respective PI TDPs;

(iv) to change, subject to court approval, the evidentiary criteria set forth in the respective PI TDPs;

(v) determine, establish, or change the types of evidence required for (A) competent evidence as defined and described in the NAS PI TDP and (B) a Qualifying Opioid described in the Non-NAS PI TDP;

(vi) to establish or to change the claims materials to be provided to Holders of PI/NAS Claims under the respective PI TDPs;

(vii) to change the form of release to be provided to PI Claimants pursuant to the PI TDPs;

(viii) to terminate the PI Trust pursuant to section 8.4 below;

(ix) to exhaust any remaining funds in the PI Trust NAS Fund and to dissolve the PI Trust NAS Fund, with consent of the NAS Representative and the FCR;

(x) to exercise any consent or consultation right (to the extent the PI Trustee has any such right) (A) with respect to a proposed settlement of the liability of any insurer under any insurance policy or legal action related thereto or (B) pursuant to the terms of the trust agreement or trust distribution procedures of Opioid MDT II;

(xi) to change the compensation of the Trustee, the Delaware Trustee, the FCR, the PI Committee members, the Claims Administrator, or the PI LRP Administrator, other than to reflect cost-of-living increases or to reflect changes approved by the Bankruptcy Court as otherwise provided herein;

(xii) to take actions out of the ordinary course to minimize any tax on the PI Trust Assets, provided that no such action prevents the PI Trust from qualifying as a qualified

settlement fund within the meaning of the QSF Regulations or requires an election for the PI Trust to be treated as a grantor trust for tax purposes;

(xiii) to sell or exchange PI Trust Assets outside the ordinary course of Trust business;

(xiv) to amend any provision of this Trust Agreement or the respective PI TDPs in accordance with the terms thereof;

(xv) to contract with a claims resolution organization or other entity that is not specifically created or authorized by this Trust Agreement or the PI TDPs; or

(xvi) if and to the extent required by the PI TDPs or the LRP, disclose any information, documents, or other materials to preserve, litigate, resolve or settle coverage, or comply with an applicable obligation under an insurance policy or settlement agreement pursuant to the PI TDPs or the LRP.

(i) The Trustee shall meet with the PI Committee, the NAS Representative, and the FCR not less often than quarterly. The Trustee shall meet in the interim with the PI Committee, the NAS Representative, and the FCR when so requested by any of them. Meetings may be held in person, by telephone, by video conference call, or by any combination of the two.

(j) The Trustee, upon notice from either the PI Committee, the NAS Representative, or the FCR, if practicable in view of pending business, shall at the Trustee's next meeting with the PI Committee, the NAS Representative, and the FCR consider issues submitted by the PI Committee, the NAS Representative, or the FCR. The Trustee shall keep the PI Committee, the NAS Representative, and the FCR reasonably informed regarding all aspects of the administration of the PI Trust.

2.3 Claims Administration. The Trustee shall promptly proceed to implement the PI TDPs.

2.4 Assets Available for Payments to Holders of Allowed PI/NAS Claims. The amount of the PI Trust Assets available to make settlement payments to Holders of Allowed PI/NAS Claims shall be subject to deductions for the Trust Operating Expenses and the Common Benefit Escrow/Common Benefit Fund assessments described in Section 2.5 hereof.

2.5 Common Benefit Escrow/Common Benefit Fund Assessments. Upon the establishment of a Common Benefit Escrow on the Effective Date, the PI Trust shall fund the Common Benefit Escrow by assessments of five percent (5%) of each distribution made by the PI Trust in accordance with this Trust Agreement and the PI TDPs. Upon the establishment of the Common Benefit Fund by order entered by the MDL Court (the “**MDL Order**”), (i) the amounts held by the Common Benefit Escrow and all subsequent assessments of five percent (5%) of each distribution made by the PI Trust shall be transferred to and distributed in accordance with the MDL Order and (ii) the PI Trust shall fund the Common Benefit Fund by assessments equal to five percent (5%) of each distribution made by the PI Trust in accordance with this Trust Agreement and the PI TDPs (the “**Common Benefit Assessments**”). Such payments shall be made on a reasonable periodic basis to be agreed by the Governmental Plaintiff Ad Hoc Committee, the MSGE Group, and the Trustee. Nothing in Article IV.X.8 of the Plan or this Trust Agreement shall impair or otherwise affect any fee contract that is not a contingency fee contract between the Ad Hoc Group of Individual Victims and its Professionals, or between the NAS Committee and its Professionals. Except as expressly set forth in Article IV.X.8 of the Plan, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a PI Claim (or any ad hoc group of Holders of PI Claims) and such Holder’s (or ad hoc

group's) counsel. To the extent a Holder of an NAS PI Claim, a Non-NAS PI Claim, or any ad hoc group of holders thereof has retained counsel through a contingency fee arrangement, any contingency fees owed to such contingency counsel payable from distributions under the Plan shall be reduced by the full amount payable under Article IV.X.8. of the Plan. However, the applicable Holder and its counsel, in their sole discretion, may agree that an amount up to but not exceeding forty percent (40%) of the amount payable under Article IV.X.8. of the Plan may be applied to the reimbursement of actual costs and expenses incurred by such Holder's counsel, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel.

2.6 Lien Resolution Program. The Trustee may implement a LRP and may retain a third-party lien-resolution administrator (the "**PI LRP Administrator**") under the LRP. If retained, the PI LRP Administrator is authorized to (i) identify and coordinate with potential lien holders the PI Claimants, (ii) determine each final lien amounts and holdbacks necessary on account of such lien amounts, and (iii) perform such other duties as provided in the LRP.

ARTICLE III

ACCOUNTS, FINANCIAL ADVISOR, INVESTMENTS, AND PAYMENTS

3.1 Accounts.

(a) The Trustee may, from time to time, create such accounts and reserves within the PI Trust estate as the Trustee may deem necessary, prudent, or useful in order to provide for the payment of Trust Expenses and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

(b) The Trustee shall include a reasonably detailed description of the creation of any account or reserve in accordance with this Section 3.1 and, with respect to any such account,

the transfers made to such account, the proceeds of or earnings on the assets held in each such account and the payments from each such account in the Quarterly Reports and the Annual Report.

3.2 Financial Advisor.

(a) The PI Trust shall engage a Financial Advisor, with the consent of the PI Committee, the NAS Representative, and the FCR. The Financial Advisor shall be paid reasonable compensation in accordance with the PI Trust's annual budget.

(b) To the extent requested by the Trustee, the Financial Advisor shall be responsible for determining the available assets of the PI Trust and, under the direction of the Trustee, for (i) reviewing the investment of all funds paid to and held by the PI Trust, (ii) monitoring the assets and liabilities of the PI Trust, (iii) providing investment guidance to the PI Trust, (iv) reviewing the preparation of financial statements, and (v) preparing accounting statements and responding to audits.

(c) At the direction of the Trustee, the Financial Advisor shall prepare projections of the Point Value (as defined in the Non-NAS PI TDP) and the amount of the Award (as defined in the NAS PI TDP). The Financial Advisor shall have reasonable access to all data and reports necessary to perform the tasks of the Financial Advisor.

(d) The Trustee, in consultation with the Claims Administrator, the PI Committee and the FCR, shall provide direction to the Financial Advisor regarding liquidity needs of and tax planning for the PI Trust. The Trustee shall supervise the Financial Advisor to ensure that the investment management and other tasks assigned to the Financial Advisor are performed in accordance with this Trust Agreement.

3.3 Investments. The Trustee, in consultation with the PI Committee, the NAS Representative, the FCR, and the Financial Advisor shall develop the investment strategy for the

PI Trust Assets. In determining investments to be held by the PI Trust, due regard shall be given to safety of principal and to production of reasonable amounts of current income.

3.4 Source of Payments.

(a) All Trust Expenses shall be payable solely by the Trustee out of the PI Trust Assets. None of the Trustee, the Delaware Trustee, the PI Committee, the NAS Representative, the FCR, any Professionals of the foregoing, the Debtors, the Reorganized Debtors, or any other Protected Party shall be liable for the payment of any Trust Expense or any other liability of the PI Trust, except to the extent provided in the Plan or the PI Trust Documents.

(b) The Trustee shall include a reasonably detailed description of any payments made in accordance with this section 3.4 in the Quarterly Reports and the Annual Report.

ARTICLE IV

TRUSTEE; DELAWARE TRUSTEE

4.1 Number. In addition to the Delaware Trustee appointed pursuant to Section 4.11, there shall be one (1) Trustee. The initial Trustee shall be Edgar C. Gentle, III.

4.2 Term of Service.

(a) The initial Trustee shall serve from the Effective Date until the earliest of (i) such Trustee's death, (ii) such Trustee's resignation pursuant to Section 4.2(b) below, (iii) such Trustee's removal pursuant to section 4.2(c) below, and (vi) the termination of the PI Trust pursuant to section 8.4 below.

(b) The Trustee may resign at any time by written notice to the PI Committee, the NAS Representative, and the FCR. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed at the recommendation of the PI Committee, the NAS Committee, and the FCR with the approval of the Bankruptcy Court, in the event that the Trustee becomes unable to discharge the Trustee's duties hereunder due to any physical deterioration, mental incompetence, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of section 2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder, or repeated non-attendance at scheduled meetings. Such removal shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

4.3 Appointment of Successor Trustee.

(a) In the event of a vacancy in the Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by the PI Committee and FCR, in consultation with the NAS Representative if the PI Trust NAS Fund has not yet dissolved. In the event that the PI Committee and the FCR cannot agree on the successor Trustee, the Bankruptcy Court shall make the appointment.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of any predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of any predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of (i) such successor Trustee's death, (ii) such successor Trustee's resignation pursuant to section 4.2(b) above,

(iii) such successor Trustee's removal pursuant to section 4.2(c) above, and (iv) the termination of the PI Trust pursuant to section 8.4 below.

4.4 Liability of Trustee, the PI Committee, the NAS Representative and the FCR.

The Trustee, the Members of the PI Committee, the NAS Representative, and the FCR shall not be liable to the PI Trust, to any individual holding a PI/NAS Claim, or to any other person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

4.5 Compensation and Expenses of Trustee and Delaware Trustee.

(a) The Trustee shall receive a retainer from the PI Trust for the Trustee's service as a Trustee in the amount of \$50,000 per annum, paid annually. Hourly time, as described below, shall first be billed and applied to the annual retainer. Hourly time in excess of the annual retainer shall be paid by the Trust. For all time expended as Trustee, including attending meetings, preparing for such meetings, and working on projects necessary to carry out the Trust, the Trustee shall receive compensation at the rate of \$350 per hour. For all non-working travel time in connection with Trust business, the Trustee shall receive compensation at the rate of \$200 per hour. All time shall be computed on a decimal hour basis. The Trustee shall record all hourly time to be charged to the PI Trust on a daily basis. The PI Committee, the NAS Representative, and the FCR shall have the right to review the Trustee's monthly invoices. The hourly compensation payable to the Trustee hereunder shall be reviewed every year by the Trustee and, after consultation with the members of the PI Committee, the NAS Representative, and the FCR, appropriately adjusted by the Trustee for changes in the cost of living.

(b) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement.

(c) The PI Trust will promptly reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee or the Delaware Trustee in connection with the performance of their respective duties hereunder.

(d) The PI Trust shall include a description of the amounts paid under this section 4.5 in the Quarterly Reports and the Annual Report.

4.6 Indemnification.

(a) The PI Trust shall indemnify and defend the Trustee, the Delaware Trustee, the members of the PI Committee, the NAS Representative, and the FCR in the performance of their respective duties hereunder to the fullest extent that a statutory trust organized under the laws of the State of Delaware as permitted by Section 3817 of the DST Act (after the application of section 8.13) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the PI Trust. The PI Trust shall also indemnify the Additional Indemnitees in the performance of their respective duties hereunder, to the fullest extent that a statutory trust organized under the laws of the State of Delaware (after the application of section 8.13) is from time to time entitled to indemnify and defend such persons, against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment or funding of the PI Trust. The PI Trust shall also indemnify and defend the Ad Hoc Committees and their Professionals in the performance of their fiduciary duties, if any, in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or

funding of the PI Trust, to the fullest extent that a statutory trust organized under the laws of the State of Delaware (after the application of section 8.13) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their fiduciary duties, if any, in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the PI Trust. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which such individual is ultimately liable under section 4.4 above.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustee, the Delaware Trustee, a member of the PI Committee, the NAS Representative, the Ad Hoc Committees (or their Professionals), the FCR, or an Additional Indemnatee in connection with any action, suit, or proceeding, whether civil, administrative, or arbitrative, from which they are indemnified by the PI Trust pursuant to section 4.6(a) above, shall be paid by the PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the Delaware Trustee, the member of the PI Committee, the NAS Representative, the Ad Hoc Committees (or their Professionals), the FCR, or the Additional Indemnatee, to repay such amount in the event that it shall be determined ultimately by final order that the Trustee, the Delaware Trustee, the member of the PI Committee, the NAS Representative, the Ad Hoc Committees (or their Professionals), the FCR or the Additional Indemnatee is not entitled to be indemnified by the PI Trust.

(c) The Trustee must, if practicable and reasonable, purchase and maintain reasonable amounts and types of insurance on behalf of an individual or group who is or was a Trustee, a member of the PI Committee, the NAS Representative, the Ad Hoc Committees for

purposes of 4.6(a) and (b) above, the FCR or an Additional Indemnatee, including against liability asserted against or incurred by such individual in that capacity or arising from such individual's status as a Trustee, PI Committee member, the NAS Representative, a member of the Ad Hoc Committees (or their Professionals) for purposes of 4.6(a) and (b) above, the FCR, or as a Professional of the Trust, the PI Committee, the NAS Representative, the Ad Hoc Committees for purposes of 4.6(a) and (b) above, or the FCR.

4.7 Lien. The Trustee, the Delaware Trustee, the members of the PI Committee, the NAS Representative, the FCR, and the Additional Indemnitees shall have a first priority lien upon the PI Trust Assets to secure the payment of any amounts payable to them pursuant to section 4.6 above.

4.8 Trustee's Independence. The Trustee shall not, during the term of the Trustee's service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for the Reorganized Debtors. The Trustee shall not act as an attorney for any person who holds an Opioid personal injury claim. For the avoidance of doubt, this section shall not be applicable to the Delaware Trustee.

4.9 Bond. The Trustee and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.10 Trustee's Employment of Professionals; Delaware Trustee's Employment of Counsel.

(a) The Trustee may, but shall not be required to, retain and consult with Professionals deemed by the Trustee to be qualified as experts on the matters submitted to them (the "**Trust Professionals**"), and in the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any

Trust Professional deemed by the Trustee to be an expert on the particular matter submitted to such Trust Professional shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of or information provided by any Trust Professionals.

(b) The Delaware Trustee shall be permitted to retain counsel only in such circumstances as required in the exercise of the Delaware Trustee's obligations hereunder and compliance with the advice of such counsel shall be full and complete authorization and protection for actions taken or not taken by the Delaware Trustee in good faith in compliance with such advice.

4.11 Trustee's Retention of Claims Administrator.

(a) The Trustee may retain a claims administrator (the "**Claims Administrator**") to assist the Trustee in the Trustee's duties as set forth in the Plan and the PI TDPs. With the consent of the PI Committee, the NAS Representative, and the FCR, the Claims Administrator may be the same individual as the Trustee.

(b) The PI Committee, the NAS Representative, and the FCR have agreed that Edgar C. Gentle, III, of Gentle, Turner, Sexton & Harbison, LLC, shall be the initial Trustee and Claims Administrator. With the consent of the PI Committee, the NAS Representative, and the FCR, and subject to the Trustee's duties and obligations set forth in this Trust Agreement and the terms of this section with respect to the Claims Administrator's duties and compensation, the initial Trustee and Claims Administrator may retain his law firm, Gentle, Turner, Sexton & Harbison, LLC, to assist in carrying out the duties of the Trustee and Claims Administrator under this Trust Agreement and the PI TDPs.

(c) Under the direction of the Trustee, the Claims Administrator shall be responsible for (i) supervising and overseeing the processing of and resolution of PI/NAS Claims and all aspects of the claims office (the “**Claims Office**”), which shall process PI/NAS Claims that are payable from the PI Trust in accordance with the PI TDPs, (ii) preparing and distributing monthly and quarterly reports to the PI Committee, the NAS Representative, and the FCR documenting the activities of the Claims Office, including reports on the submission of PI/NAS Claims and their resolution, and (iii) performing periodic analyses and estimates regarding the costs and projected costs of processing and resolving PI/NAS Claims and any matter or contingency that could affect the efficient use of funds for the payment of Allowed PI/NAS Claims. The Trustee shall monitor the long-term goals and day-to-day activities of the Claims Office and consult with the Claims Administrator, the PI Committee and the FCR to carry them out.

(d) The Claims Administrator, under the direction of the Trustee, shall determine, in accordance with the applicable PI TDP, the Allowance or Disallowance of, and the awards payable on, (i) all NAS PI Claims liquidated under the NAS PI TDP and (ii) all Non-NAS PI Claims liquidated under the Non-NAS PI TDP, regardless of the type of Award (as defined in the Non-NAS PI TDP) sought pursuant to the requirements set forth in the Non-NAS PI TDP.

(e) As set forth in the NAS PI TDP, distributions under the NAS PI TDP, which shall be made solely from the PI Trust NAS Fund, only pursuant to the terms of the NAS PI TDP, and not in satisfaction of any NAS PI Claim against a non-Protected Party; any distribution to an NAS PI Claimant on account of such NAS PI Claimant’s NAS PI Claim shall be deemed to be a distribution in satisfaction of all NAS PI Claims held by such NAS PI Claimant against any of the Protected Parties with respect to the same injuries that are the subject of such NAS PI Claimant’s NAS PI Claim.

(f) As set forth in the Non-NAS PI TDP, distributions under the Non-NAS PI TDP, which shall be made solely from the PI Trust Non-NAS Fund, are determined only with consideration to a Non-NAS PI Claim held against the Debtors, and not to any associated Non-NAS PI Claim against a non-Protected Party; any distribution to a Non-NAS PI Claimant on account of such NAS PI Claimant's Non-NAS PI Claim shall be deemed to be a distribution in satisfaction of all Non-NAS PI Claims held by such Non-NAS PI Claimant against any of the Protected Parties with respect to the same injuries that are the subject of his or her Non-NAS PI Claim.

(g) The Trustee shall exercise reasonable measures to oversee the Claims Administrator and the Claims Office, and shall employ reasonable administrative, technical, and physical controls to protect the confidentiality of data concerning individual PI Claimants from unauthorized access, acquisition, disclosure, use, loss, or theft.

(h) In carrying out the Trustee's duties under this Trust Agreement, the Trustee (or the Trust Professionals under the direction of the Trustee) may investigate any PI Claims and request information from any PI Claimant to ensure compliance with NAS PI TDP or the Non-NAS PI TDP, as applicable. For PI Claimants who are requested to execute the HIPAA release forms attached to the applicable PI TDP, the Trustee (or the Trust Professionals under the direction of the Trustee) also has the power to directly obtain such PI Claimant's medical records.

(i) The Claims Office shall process PI/NAS Claims payable from the PI Trust in accordance with the PI TDPs and the LRP. NAS PI Claims that satisfy the eligibility criteria specified in the NAS PI TDP and Non-NAS PI Claims that satisfy the eligibility criteria specified in the Non-NAS PI TDP shall be paid as specified in the respective PI TDPs. Only those NAS PI Claims that satisfy the eligibility criteria specified in the NAS PI TDP and those Non-NAS PI

Claims that satisfy the eligibility criteria specified in the Non-NAS PI TDP are eligible to receive payment. The PI TDPs establish specific guidelines for submitting and processing PI Claims.

(j) The Trustee shall have discretion to implement such additional procedures and routines as necessary to implement the PI TDPs, in collaboration with the Claims Administrator, the PI Committee, the NAS Representative, and the FCR, and consistent with the terms of this Trust Agreement.

(k) Under the direction of the Trustee, the Claims Administrator shall institute procedures, claims processing protocols, and staff training, and shall develop claims-tracking, analysis, and payment systems as necessary to process the PI/NAS Claims in accordance with the PI TDPs and the LRP, including reasonable measures to detect and prevent claims fraud.

(l) The Trustee shall maintain (subject to the confidentiality provisions of this Trust Agreement) records of all individual payments, settlements, and resolutions concerning the PI/NAS Claims. The records shall include the documents and information relative to the valuation of the PI Claims.

(m) The Claims Administrator shall serve for the duration of the PI Trust, subject to death, resignation, or removal. The Trustee may remove the Claims Administrator with the consent of the PI Committee, the NAS Representative, and the FCR. In the event that the Claims Administrator resigns, is removed from office, or otherwise is unable to perform the functions of the Claims Administrator, the Trustee shall propose a successor Claims Administrator, subject to consent by the PI Committee, the NAS Representative, and the FCR. However, in the event that, pursuant to section 4.11(a), the Trustee also serves as the Claims Administrator, if the Trustee is removed, absent a court order to the contrary, the Claims Administrator shall also be

removed from office, and the successor Trustee shall fill the vacancy by proposing a Claims Administrator subject to consent of the PI Committee, the NAS Representative, and the FCR.

(n) The Claims Administrator (or successor Claims Administrator) shall be (i) an entity or an individual over the age of 35 whose experience and background are appropriate for the responsibilities set forth herein and (ii) at the time of appointment and at all times during the term of service, independent. For purposes of this section, a person is independent if such person:

(i) is not or was not at any time a Holder or a representative of a Holder of a PI/NAS Claim;

(ii) has not had and does not have a relationship with an individual Holder of a PI/NAS Claim, such that the person's impartiality in serving as a Claims Administrator could reasonably be questioned;

(iii) is not a Holder of any interest (other than interests held indirectly through publicly traded mutual funds) in a Debtor or any related person with respect to a Debtor;

(iv) is not and was not at any time an officer, director, employee, or agent of a Debtor or any related person with respect to a Debtor or related to any of the foregoing, or otherwise is or was an "insider," as defined in the Bankruptcy Code, with respect to a Debtor or any related person with respect to a Debtor; or

(v) is not an investment banker, financial advisor, accountant, or attorney, and is not related to any of the foregoing, for any Debtor or any related person with respect to a Debtor, or an officer, director, employee, or agent of any person or entity that provides investment banking, financial advice, accounting, or legal services to a Debtor or any related person with respect to a Debtor or related to any of the foregoing, with the exception of any person

employed in the Claims Administrator's law firm who helps provide services in connection with the Chapter 11 Cases.

(o) Subject to approval by the Trustee, the Claims Administrator shall have the power to hire, and shall hire and appoint, such staff and other appropriate agents, including persons or entities performing PI/NAS Claim audit functions, as necessary to carry out the functions of the Claims Administrator under this Trust Agreement, and such staff and agents shall be considered Additional Indemnitees as provided in section 2.1(c)(xviii). Salaries, fees, budgets, and payment terms for any staff, contractors, or auditors shall be determined by the Claims Administrator, with the Trustee's approval, subject to consultation with the PI Committee, the NAS Representative, and the FCR. The Claims Administrator shall not have authority to subcontract claims processing functions without the consent of the Trustee, PI Committee, the NAS Representative, and the FCR. Subject to the direction of the Trustee, in consultation with the PI Committee, the NAS Representative, and the FCR, the Claims Administrator shall have the authority to enter into such contracts or agreements as may be necessary to operate the Claims Office, hire staff and contractors, or obtain services and equipment, and shall have the authority to serve all functions of an employer.

(p) The compensation of the Claims Administrator and the Claims Administrator's staff, including periodic increases, shall be governed by the budget developed by the Claims Administrator in consultation with the Financial Advisor and approved by the Trustee, with the consent of the PI Committee, the NAS Representative, and the FCR.

4.12 Appeals Master. The Trustee shall select one or more Appeals Masters in consultation with the PI Committee and the FCR.

4.13 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this section 4.13, it shall resign immediately in the manner and with the effect hereinafter specified in section 4.13(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder. Any reference to a “Trustee” shall not include the Delaware Trustee unless specifically indicated

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the PI Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the DST Act and for taking such actions as are required to be taken by a Delaware Trustee under the DST Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to (i) accepting legal process served on the PI Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the DST Act (acting solely at the written direction of the Trustee) and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Trust,

the other parties hereto or any beneficiary of the Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of the Trustee or any other Person. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for the same other than in the event of its gross negligence, willful misconduct, or fraud. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee provided that the Delaware Trustee has acted in accordance with the written direction of the Trustee.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of section 4.13(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with section 4.13(d) below. If the Trustee does not act within such 60-day period, the Delaware Trustee may apply (at the sole cost and expense of the Trust) to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee. In the event that any amounts due and owing to the Delaware Trustee under this Trust Agreement remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign on thirty (30) days' notice regardless of whether a successor Delaware Trustee has been appointed.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the then-serving Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the DST Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the then-serving Delaware Trustee and the Trustee and any fees and expenses due to the then-serving Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties, and obligations of the then-serving Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the then-serving Delaware Trustee shall be discharged of its duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the DST Act, including filing a Certificate of Amendment to the Certificate of Trust of the PI Trust in accordance with Section 3810 of the DST Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided

to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust asset, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto.

(g) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

ARTICLE V

TRUST ADVISORY PERSONAL INJURY COMMITTEE

5.1 Members. The PI Committee shall consist of three (3) members who shall initially be the persons named on the signature page hereof.

5.2 Duties. The members of the PI Committee shall serve in a fiduciary capacity representing all Holders of present PI Claims. The PI Committee shall have no fiduciary obligations or duties to any party other than the Holders of present PI Claims. The Trustee must consult with the PI Committee on matters identified in section 2.2(g) above and in other provisions herein, and must obtain the consent of the PI Committee on matters identified in section 2.2(h) above. Where provided in the Non-NAS PI TDP, certain other actions by the Trustee are also subject to the consent of the PI Committee. Except for the duties and obligations expressed in this Trust Agreement and the documents referenced herein (including the Non-NAS PI TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the PI Committee. To the extent that, at law or in equity, the PI Committee has duties (including fiduciary duties) and liabilities relating thereto to the PI Trust, the other parties hereto or any beneficiary of the PI Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the PI Committee expressly set forth in this Trust Agreement and the documents referenced herein (including the Non-NAS PI TDP).

5.3 Term of Office.

(a) Each member of the PI Committee shall serve until the earlier of (i) such member's resignation pursuant to Section 5.3(b) below, (ii) such member's removal pursuant to Section 5.3(c) below, and (iii) the termination of the PI Trust pursuant to Section 8.4 below.

(b) A member of the PI Committee may resign at any time by written notice to the other members of the PI Committee, the Trustee and the FCR. Such notice shall specify a date when such resignation shall take effect, which shall be not less than ninety (90) days after the date such notice is given, where practicable.

(c) A member of the PI Committee may be removed in the event that such member becomes unable to discharge such member's duties hereunder due to physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the PI Committee and with the approval of the Bankruptcy Court.

5.4 Appointment of Successor.

(a) If, prior to the termination of service of a member of the PI Committee other than as a result of removal, such member has designated in writing an individual to succeed such member as a member of the PI Committee, such individual shall be such member's successor. If such member of the PI Committee did not designate an individual to succeed such member prior to the termination of such member's service as contemplated above, such member's law firm may designate such member's successor. If (i) a member of the PI Committee did not designate an individual to succeed such member prior to the termination of such member's service and such member's law firm does not designate such member's successor as contemplated above or (ii) such member is removed pursuant to Section 5.3(c) above, such member's successor shall be appointed by a majority of the remaining members of the PI Committee or, if such members cannot agree on a successor, the Bankruptcy Court.

(b) Each successor PI Committee member shall serve until the earlier of (i) such member's death, (ii) such member's resignation pursuant to section 5.3(b) above, (iii) such member's removal pursuant to section 5.3(c) above, and (iv) termination of the PI Trust pursuant to section 8.4 below.

(c) No successor PI Committee member shall be liable personally for any act or omission of any predecessor PI Committee member. No successor PI Committee member shall have any duty to investigate the acts or omissions of any predecessor PI Committee member. No PI Committee member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

5.5 PI Committee's Employment of Professionals.

(a) The PI Committee may but is not required to retain and consult Professionals deemed by the PI Committee to be qualified as experts on matters submitted to the PI Committee (the "**PI Committee Professionals**"). The PI Committee and the PI Committee Professionals shall at all times have complete access to the PI Trust's Professionals, and shall also have complete access to all information generated by them or otherwise available to the PI Trust or the Trustee provided that any information provided by the Trust Professionals shall not constitute a waiver of any applicable privilege. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, reliance on the written opinion of or information provided by any PI Committee Professional or Trust Professional deemed by the PI Committee to be qualified as an expert on the particular matter submitted to the PI Committee shall be full and complete authorization and protection in support of any action taken or not taken by the PI Committee in good faith and in accordance with the written opinion of or information provided by the PI Committee Professional or Trust Professional.

(b) The PI Trust shall promptly reimburse, or pay directly if so instructed, the PI Committee for all reasonable fees and costs associated with the PI Committee's employment of PI Committee Professionals pursuant to this provision in connection with the PI Committee's performance of its duties hereunder.

(c) In the event that the PI Committee retains counsel in connection with any matter whether or not related to any claim that has been or might be asserted against the PI Committee and irrespective of whether the PI Trust pays such counsel's fees and related expenses, any communications between the PI Committee and such counsel shall be deemed to be within the attorney-client privilege and protected by section 3333 of Title 12 of the Delaware Code, regardless of whether such communications are related to any claim that has been or might be asserted by or against the PI Committee and regardless of whether the PI Trust pays such counsel's fees and related expenses.

5.6 Compensation and Expenses of the PI Committee. The members of the PI Committee shall receive reasonable compensation from the PI Trust for their services as PI Committee members. The members of the PI Committee also shall be reimbursed promptly for all reasonable out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder. Such reimbursement shall be deemed a Trust Operating Expense. The PI Trust shall include a description of the amounts paid under this section in the Quarterly Reports and the Annual Report.

5.7 Procedures for Consultation With and Obtaining the Consent of the PI Committee.

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the PI Committee pursuant to section 2.2(g) above or on other matters as provided herein, the Trustee shall provide the PI Committee with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the PI Committee and the PI Committee Professionals with such reasonable access to the Trust Professionals and other experts retained by the PI Trust and its staff (if any) as the PI Committee may reasonably request during the time that the Trustee is considering such matter, and shall also provide the PI Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this section 5.7(a), the Trustee shall take into consideration the time required for the PI Committee, if its members so wish, to engage and consult with its own independent financial or investment advisors and other PI Committee Professionals as to such matter. In any event, the Trustee shall not take definitive action on any such matter until at least thirty (30) days after providing the PI Committee with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived by the PI Committee.

(b) Consent Process.

(i) In the event the Trustee is required to obtain the consent of the PI Committee pursuant to section 2.2(h) above, the Trustee shall provide the PI Committee with a

written notice stating that its consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the PI Committee as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the PI Committee and the PI Committee Professionals with such reasonable access to the Trust Professionals as the PI Committee may reasonably request during the time that the Trustee is considering such action, and shall also provide the PI Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(ii) The PI Committee must consider in good faith and in a timely fashion any request for its consent by the Trustee, and must in any event advise the Trustee in writing of its consent or its objection to the proposed action within thirty (30) days of receiving the original request for consent from the Trustee, or within such additional time as the Trustee and the PI Committee may agree. An action of the PI Committee shall require approval by at least a majority of the PI Committee. The PI Committee may not withhold its consent unreasonably. If the PI Committee decides to withhold its consent, it must explain in detail its objections to the proposed action. If the PI Committee does not advise the Trustee in writing of its consent or its objections to the action within thirty (30) days of receiving notice regarding such request (or the additional time period agreed to by the Trustee and the PI Committee), the PI Committee's consent to the proposed actions shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures specified in this section 5.7(b), a majority of the PI Committee continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the PI Committee shall resolve their dispute pursuant to

section 8.15. However, the burden of proof with respect to the reasonableness of the PI Committee's objection and withholding of its consent shall be on the PI Committee.

ARTICLE VI

THE NAS REPRESENTATIVE

6.1 Duties. The "NAS Representative" shall be the person identified as such on the signature page of this Trust Agreement. The NAS Representative shall serve in a fiduciary capacity as a representative of the interests of the present NAS PI Claimants. The NAS Representative shall have no fiduciary obligations or duties to any party other than the Holders of present NAS PI Claims. Except for the duties and obligations expressed in this Trust Agreement and the documents referenced herein (including the NAS PI TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the NAS Representative. To the extent that, at law or in equity, the NAS Representative has duties (including fiduciary duties) and liabilities relating thereto to the PI Trust, the other parties hereto or any beneficiary of the PI Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the NAS Representative expressly set forth in this Trust Agreement and the documents referenced herein (including the NAS PI TDP).

6.2 Consultation and Consent. The Trustee must consult with the NAS Representative on matters identified in section 2.2(g) above and in other provisions herein, and must obtain the consent of the NAS Representative on matters identified in section 2.2(g) above. Where provided in the NAS PI TDP, certain other actions by the Trustee are also subject to the consent of the NAS Representative. Notwithstanding anything else in this Trust Agreement, the Trustee shall be required to obtain the consent of the NAS Representative to (i) amend the NAS PI TDP or any exhibits thereto in any way or (ii) modify this Trust Agreement in a way that impacts NAS PI Claimants in a way that does not impact Non-NAS PI Claimants.

6.3 Term of Office.

(a) The NAS Representative shall serve until the earlier of (i) the dissolution of the PI Trust NAS Fund pursuant to Section 6.3(b), (ii) the NAS Representative's resignation pursuant to Section 6.3(c) below, and (iii) the NAS Representative's removal pursuant to Section 6.3(d) below.

(b) Pursuant to Section 6.3(a)(i), the NAS Representative shall serve in such capacity until the PI Trust NAS Fund is exhausted and dissolved, at which time the NAS Representative shall have no further duties under this Trust Agreement or the NAS PI TDP, and the Trustee shall have no further obligation to consult with or seek the consent of the NAS Representative.

(c) The NAS Representative may resign at any time by written notice to the Trustee, the PI Committee, and the FCR. Such notice shall specify a date when such resignation shall take effect, which shall be not less than ninety (90) days after the date such notice is given, where practicable.

(d) The NAS Representative may be removed in the event that the NAS Representative becomes unable to discharge the NAS Representative's duties hereunder due to physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of the NAS Representative hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal shall be made at the recommendation of the Trustee, with the consent of the PI Committee and the FCR and the approval of the Bankruptcy Court.

6.4 Appointment of Successor.

(a) In the event that the individual serving as NAS Representative resigns, dies, is removed, or otherwise becomes unavailable to serve as the NAS Representative and the PI Trust NAS Fund has not been dissolved, Scott R. Bickford, in his capacity as counsel to one or more NAS PI Claimants, may select the new NAS Representative and shall give notice of the same to the Trustee.

(b) No successor NAS Representative shall be liable personally for any act or omission of any predecessor NAS Representative. No successor NAS Representative shall have any duty to investigate the acts or omissions of any predecessor NAS Representative. No NAS Representative shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

6.5 NAS Representative's Employment of Professionals.

(a) For purposes of carrying out the NAS Representative's duties under this Trust Agreement and the NAS PI TDP, the NAS Representative may but is not required to retain and consult Professionals deemed by the NAS Representative to be qualified as experts on matters submitted to the NAS Representative (the "**NAS Representative Professionals**"). The NAS Representative and the NAS Representative Professionals shall at all times have complete access to the Trust Professionals, and shall also have complete access to all information generated by them or otherwise available to the PI Trust or the Trustee provided that any information provided by the Trust Professionals shall not constitute a waiver of any applicable privilege. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, reliance on the written opinion of or information provided by any NAS Representative Professional or Trust Professional deemed by the NAS Representative to be qualified as an expert on the particular

matter submitted to the NAS Representative shall be full and complete authorization and protection in support of any action taken or not taken by the NAS Representative in good faith and in accordance with the written opinion of or information provided by the NAS Representative Professional or Trust Professional.

(b) The PI Trust shall promptly reimburse, or pay directly if so instructed, the NAS Representative for all reasonable fees and costs associated with the NAS Representative's employment of NAS Representative Professionals pursuant to this provision in connection with the NAS Representative's performance of its duties under this Trust Agreement and the NAS PI TDP.

(c) In the event that the NAS Representative retains counsel in connection with any matter whether or not related to any claim that has been or might be asserted against the NAS Representative and irrespective of whether the PI Trust pays such counsel's fees and related expenses, any communications between the NAS Representative and such counsel shall be deemed to be within the attorney-client privilege and protected by section 3333 of Title 12 of the Delaware Code, regardless of whether such communications are related to any claim that has been or might be asserted by or against the NAS Representative and regardless of whether the PI Trust pays such counsel's fees and related expenses.

6.6 Compensation and Expenses of the NAS Representative. The NAS Representative shall not receive compensation from the PI Trust for their services as NAS Representative. However, the NAS Representative shall be reimbursed promptly for all reasonable out-of-pocket costs and expenses incurred in connection with the performance of their duties under this Trust Agreement and the NAS PI TDP. Such reimbursement shall be deemed a Trust

Operating Expense. The PI Trust shall include a description of the amounts paid under this section 6.6 in the Quarterly Reports and the Annual Report.

6.7 Procedures for Consultation With and Obtaining the Consent of the NAS Representative.

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the NAS Representative pursuant to section 2.2(g) above or on other matters as provided herein, the Trustee shall provide the NAS Representative with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the NAS Representative and the NAS Representative Professionals with such reasonable access to the Trust Professionals as the NAS Representative may reasonably request during the time that the Trustee is considering such matter, and shall also provide the NAS Representative the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this section 6.7(a), the Trustee shall take into consideration the time required for the NAS Representative, if the NAS Representative so wishes, to engage and consult with its own independent financial or investment advisors and other NAS Representative Professionals as to such matter. In any event, the Trustee shall not take definitive action on any such matter until at least thirty (30) days after providing the NAS Representative with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived by the NAS Representative.

(b) Consent Process.

(i) In the event the Trustee is required to obtain the consent of the NAS Representative pursuant to section 2.2(h) above, the Trustee shall provide the NAS Representative with a written notice stating that their consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the NAS Representative as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the NAS Representative and the NAS Representative Professionals with such reasonable access to the Trust Professionals as the NAS Representative may reasonably request during the time that the Trustee is considering such action, and shall also provide the NAS Representative the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(ii) The NAS Representative must consider in good faith and in a timely fashion any request for its consent by the Trustee, and must in any event advise the Trustee in writing of its consent or its objection to the proposed action within thirty (30) days of receiving the original request for consent from the Trustee, or within such additional time as the Trustee and the NAS Representative may agree. The NAS Representative may not withhold its consent unreasonably. If the NAS Representative decides to withhold its consent, it must explain in detail its objections to the proposed action. If the NAS Representative does not advise the Trustee in writing of its consent or its objections to the action within thirty (30) days of receiving notice regarding such request (or the additional time period agreed to by the Trustee and the NAS

Representative), the NAS Representative's consent to the proposed actions shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures specified in this section 6.7(b), the NAS Representative continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the NAS Representative shall resolve their dispute pursuant to section 8.15. However, the burden of proof with respect to the reasonableness of the NAS Representative's objection and withholding of its consent shall be on the NAS Representative.

ARTICLE VII

THE FCR

7.1 Duties. The initial FCR shall be the individual identified on the signature pages hereto. The FCR shall serve in a fiduciary capacity, representing the interests of the Holders of future PI/NAS Claims for the purpose of protecting the rights of such persons. The FCR shall have no fiduciary obligations or duties to any party other than Holders of future PI/NAS Claims. The Trustee must consult with the FCR on matters identified in section 2.2(g) above and on certain other matters provided herein, and must obtain the consent of the FCR on matters identified in section 2.2(h) above. Where provided in the applicable PI TDP, certain other actions by the Trustee are also subject to the consent of the FCR. Except for the duties and obligations expressed in this PI Trust Agreement and the documents referenced herein (including the applicable PI TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the FCR. To the extent that, at law or in equity, the FCR has duties (including fiduciary duties) and liabilities relating thereto to the PI Trust, the other parties hereto or any beneficiary of the PI Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the FCR expressly set forth in this Trust Agreement and the documents referenced herein (including the PI TDPs).

7.2 Term of Office.

(a) The FCR shall serve until the earlier of (i) the FCR's death, (ii) the FCR's resignation pursuant to section 7.2(b) below, (iii) the FCR's removal pursuant to section 7.2(c) below, and (iv) termination of the PI Trust pursuant to section 8.4 below.

(b) The FCR may resign at any time by written notice to the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The FCR may be removed in the event that the FCR becomes unable to discharge the FCR's duties hereunder due to physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the FCR's duties hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal may be made only upon the entry of an order of the Bankruptcy Court entered upon a motion of the PI Trust or the PI Committee filed with the consent of both the Trustee and the PI Committee.

(d) No successor FCR shall be liable personally for any act or omission of any predecessor FCR. No successor FCR shall have any duty to investigate the acts or omissions of any predecessor FCR. No FCR shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

(e) **Appointment of Successor.** A vacancy caused by resignation or death of the FCR shall be filled with an individual nominated prior to the effective date of the resignation or the death by the resigning or deceased FCR. A vacancy caused by removal of the FCR based on inability of the FCR to discharge the FCR's duties due to physical deterioration or mental incompetence shall be filled with an individual nominated by the FCR prior to such inability. In

the event of a vacancy caused by removal of the FCR or the FCR fails to nominate an individual to serve as FCR prior to the FCR's resignation, death, or inability to serve due to physical deterioration or mental incompetence, the vacancy shall be filled by a successor FCR selected by the Trustee in consultation with the PI Committee. In the event that the Trustee and the PI Committee cannot agree on the successor FCR, the Bankruptcy Court shall make the appointment

7.3 FCR's Employment of Professionals.

(a) The FCR may, but is not required to, retain and consult Professionals deemed by the FCR to be qualified as experts on matters submitted to the FCR (the "**FCR Professionals**"). The FCR and the FCR Professionals shall at all times have complete access to the Trust Professionals, and shall also have complete access to all information generated by them or otherwise available to the PI Trust or the Trustee provided that any information provided by the Trust Professionals shall not constitute a waiver of any applicable privilege. In the absence of gross negligence, reliance on the written opinion of or information provided by any FCR Professional or Trust Professional deemed by the FCR to be qualified as an expert on the particular matter submitted to the FCR shall be full and complete authorization and protection in support of any action taken, or not taken, by the FCR in good faith and in accordance with the written opinion of or information provided by the FCR Professional or Trust Professional.

(b) The PI Trust shall promptly reimburse, or pay directly if so instructed, the FCR for all reasonable fees and costs associated with the FCR's employment of FCR Professionals pursuant to this provision in connection with the FCR's performance of the FCR's duties hereunder.

(c) In the event that the FCR retains counsel in connection with any matter whether or not related to any claim that has been or might be asserted against the FCR and

irrespective of whether the PI Trust pays such counsel's fees and related expenses, any communications between the FCR and such counsel shall be deemed to be within the attorney-client privilege and protected by section 3333 of Title 12 of the Delaware Code, regardless of whether such communications are related to any claim that has been or might be asserted by or against the FCR and regardless of whether the PI Trust pays such counsel's fees and related expenses.

7.4 Compensation and Expenses of the FCR. The FCR shall receive compensation from the PI Trust in the form of payment at the FCR's normal hourly rate for services performed. The PI Trust will promptly reimburse the FCR for all reasonable out-of-pocket costs and expenses incurred by the FCR in connection with the performance of the FCR's duties hereunder. Such reimbursement or direct payment shall be deemed a Trust Operating Expense. The PI Trust shall include a description of the amounts paid under this section 7.4 in the Quarterly Reports and the Annual Report.

7.5 Procedures for Consultation with and Obtaining the Consent of the FCR.

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the FCR pursuant to section 2.2(g) above or on any other matters specified herein, the Trustee shall provide the FCR with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the FCR and the FCR Professionals with such reasonable access to the Trust Professionals as the FCR may reasonably request during the time that the Trustee is considering such matter, and shall also provide the FCR the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(ii) In determining when to take definitive action on any matter subject to the consultation process set forth in this section 7.5(a), the Trustee shall take into consideration the time required for the FCR, if the FCR so wishes, to engage and consult with the FCR's own independent financial or investment advisors and other FCR Professionals as to such matter. In any event, the Trustee shall not take definitive action on any such matter until at least thirty (30) days after providing the FCR with the initial written notice that such matter is under consideration by the Trustee, unless such period is waived by the FCR.

(b) Consent Process.

(i) In the event the Trustee is required to obtain the consent of the FCR pursuant to section 2.2(h) above, the Trustee shall provide the FCR with a written notice stating that the FCR's consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the FCR as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the FCR and the FCR Professionals with such reasonable access to the Trust Professionals as the FCR may reasonably request during the time that the Trustee is considering such action, and shall also provide the FCR the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(ii) The FCR must consider in good faith and in a timely fashion any request for the FCR's consent by the Trustee, and must in any event advise the Trustee in writing of the FCR's consent or objection to the proposed action within thirty (30) days of receiving the original request for consent from the Trustee, or within such additional time as the Trustee and FCR may agree. The FCR may not withhold the FCR's consent unreasonably. If the FCR decides

to withhold consent, the FCR must explain in detail the FCR's objections to the proposed action. If the FCR does not advise the Trustee in writing of the FCR's consent or objections to the proposed action within thirty (30) days of receiving the notice from the Trustee regarding such consent (or the additional time period agreed to by the Trustee and the FCR), the FCR's consent shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures specified in this Section 7.5(b), the FCR continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the FCR shall resolve their dispute pursuant to section 8.15. However, the burden of proof with respect to the validity of the FCR's objection and withholding of the FCR's consent shall be on the FCR.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Confidentiality.

(a) The Trustee, each PI Committee member, the NAS Representative, the FCR, and each successor of the foregoing (each a "**Recipient**") shall, during the period that they serve in such capacity under this Trust Agreement and following either the termination of this Trust Agreement or such individual's removal, incapacity, or resignation hereunder, hold strictly confidential any material, non-public information of or pertaining to any Person ("**Relevant Person**") of which the Recipient has become aware in its herein indicated capacity under this Trust Agreement (the "**Confidential Information**"), except to the extent disclosure is (i) in connection with matters contemplated by the Plan, such as the allowance, disallowance, or payment of Claims, (ii) authorized by the applicable Relevant Person, in such Relevant Person's discretion, (iii) authorized by the terms of the Plan or the terms of this Trust Agreement (disclosure in accordance with clauses (i)-(iii) of this Section, each a "**Permitted Purpose**"), or (iv) required by, or would

facilitate any investigation or prosecution under, applicable law, order, regulation, or legal process. In the event that any Recipient is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand, or similar legal process) to disclose any Confidential Information, other than for a Permitted Purpose, such Recipient shall furnish only that portion of the Confidential Information so requested or required, and shall exercise good faith efforts, at no material cost to it, to obtain assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

(b) Notwithstanding the foregoing, in addition to the disclosure of Confidential Information for Permitted Purposes, Recipients may share or disclose Confidential Information with each of the Recipient's Professionals for the purpose of rendering advice and guidance to such Recipient, provided that the Person or entity receiving such disclosure is informed by such Recipient of the confidential nature of such Confidential and agrees to be bound by the provisions of this Section.

(c) The Trustee shall exercise commercially reasonable efforts, such as anonymization, pseudonymization, and encryption, to protect Confidential Information such that disclosures to the Recipients and any Professionals do not include information that identifies individual persons, unless there is a reasonable purpose that makes disclosure of such identifying information necessary, in which case the Trustee shall implement any additional controls the Trustee in its sole discretion determines is necessary to safeguard the identifying information from unauthorized disclosure, access, or use.

8.2 Common Interest Privilege. The Trustee, the PI Committee, the NAS Representative, and the FCR, have a "common legal interest" relating to the PI/NAS Claims, the PI Trust, the Plan, the Confirmation Order, this Trust Agreement and the PI TDPs, including

without limitation, (i) the formation of the PI Trust, (ii) the retention and direction of Professionals, (iii) the administration of the PI Trust, (iv) making distributions in accordance with this Trust Agreement and the PI TDPs, and (v) disputing and resolving any PI/NAS Claims in accordance with this Trust Agreement and the PI TDPs, (the “**Common Legal Interest Matters**”). Any discussion, evaluation, or other communications and exchanges of information relating to the Common Legal Interest Matters shall at all times remain subject to all applicable privileges, immunities and protections from disclosure, including without limitation, the attorney-client privilege, work-product doctrine, and common legal interest privilege. It is the express intent of the Trustee, the PI Committee, the NAS Representative, and the FCR to preserve intact to the fullest extent applicable, and not to waive, by virtue of this Agreement or otherwise, in whole or in part, any and all privileges, protections, and immunities.

8.3 Irrevocability. To the fullest extent permitted by applicable law, the PI Trust is irrevocable.

8.4 Term; Termination.

(a) With the consent of the FCR and the PI Committee, notice to the Reorganized Debtors, and approval by the Bankruptcy Court, the Trustee may select a date to dissolve the PI Trust (the “**Dissolution Date**”) after the occurrence of the following events: (i) all assets available to the PI Trust from the MDT Opioid II have been collected and liquidated; (ii) all PI/NAS Claims duly filed with the PI Trust have been liquidated and paid to the extent provided in this Trust Agreement and the PI TDPs, or have been disallowed, (iii) the PI Trust NAS Fund has been dissolved and the NAS Representative relieved of the NAS Representative’s duties pursuant to section 6.3(b) herein; (iv) twelve (12) consecutive months have elapsed during which no new PI Claim has been filed with the PI Trust and the Trustee deems it unlikely that new PI

Claims will be filed against the PI Trust, and (v) at least five (5) years have elapsed since the Effective Date. The Trustee, with the consent of the FCR and the PI Committee, may seek approval from the Bankruptcy Court to dissolve the PI Trust earlier for any other reason.

(b) By the date that is one year earlier than such date that the Trustee, with the consent of the FCR and the PI Committee, selects or the Bankruptcy Court approves as the Dissolution Date, the Trustee, in consultation with the PI Committee and the FCR, shall develop wind-down procedures, including a program for providing notice to all Holders of PI/NAS Claims of the decision to dissolve the PI Trust and the reservation of funding for the wind-down.

(c) On the Dissolution Date (or as soon thereafter as is reasonably practicable), after the wind-up of the PI Trust's affairs by the Trustee and payment of all the PI Trust's liabilities have been provided for as required by applicable law including Section 3808 of the DST Act, all monies remaining in the PI Trust estate shall be given to such organization(s) exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, which tax-exempt organization(s) shall be selected by the Trustee using his or her reasonable discretion; *provided, however*, that (i) if practicable, the activities of the selected tax-exempt organization(s) shall be related to the treatment of, research on, or the cure of, or other relief for individuals suffering from opioid use disorders, and (ii) the tax-exempt organization(s) shall not bear any relationship to the Reorganized Debtors within the meaning of section 468B(d)(3) of the Internal Revenue Code. Notwithstanding any contrary provision of the Plan and related documents, this Section 8.4(c) cannot be modified or amended.

(d) Following the dissolution and distribution of the assets of the PI Trust, the PI Trust shall terminate and the Trustee and the Delaware Trustee (acting solely at the written direction of the Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of

Trust of the PI Trust to be filed in accordance with the DST Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the PI Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

8.5 Amendments. The Trustee, after consultation with the PI Committee, the NAS Representative, and the FCR, and subject to the consent of the PI Committee and the FCR, may modify or amend this Trust Agreement. The Trustee, after consultation with the PI Committee and the FCR, and subject to the consent of the PI Committee, NAS Representative and the FCR, may modify or amend the respective PI TDPs; *provided, however*, that no amendment to the PI TDPs shall be inconsistent with the provisions limiting amendments to that document provided therein and provided further that no modification or amendment of the PI TDPs shall (i) have a material and adverse effect on PI Claimants' entitlements to distributions or (ii) be inconsistent with any of the provisions herein. Any modification or amendment made pursuant to this Section must be done in writing. Notwithstanding anything contained in this Trust Agreement or the PI TDPs to the contrary, neither this Trust Agreement, the PI TDPs, nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair, or modify (i) the efficacy or enforceability of the Opioid Permanent Channeling Injunction or any other injunction or release issued or granted in connection with the Plan, (ii) the PI Trust's qualified settlement fund status under the QSF Regulations, or (iii) without the written consent of Reorganized Mallinckrodt, any rights, benefits, or protections provided to the Reorganized Debtors under the Plan, and (b) the scope and terms of the release provided to the Reorganized Debtors and the Protected Parties in the Release, or the obligation of the PI Trust to obtain a properly executed Release as a pre-condition to a PI Claimant receiving a distribution from the PI

Trust. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent.

8.6 Meetings. The Delaware Trustee shall not be required nor permitted to attend meetings relating to the PI Trust.

8.7 Severability. Should any provision in this Trust Agreement or in the PI TDPs be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement or the respective PI TDPs.

8.8 Notices. Notices to persons asserting claims shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such person's claim form submitted to the PI Trust with respect to his or her PI/NAS Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by e-mail or facsimile pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the PI Trust through the Trustee:

Mallinckrodt Opioid Personal Injury Trust:

Edgar C. Gentle, III, Esq.
Gentle, Turner, Sexton & Harbison, LLC
501 Riverchase Parkway East, Suite 100
Hoover, AL 35244
E-mail: egentle@gtandslaw.com

To the Delaware Trustee:

Wilmington Trust, National Association
1100 N. Market Street
Wilmington, DE 19890
Attn. David Young
Email: DYoung@wilmingtontrust.com

To the PI Committee:

Sean Higgins, Esq.
Andrews & Thornton
4701 Von Karman Ave., Suite 300
Newport Beach, CA 92660
Email: shiggins@andrewsthornton.com

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ASK LLP
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St. Paul, MN 55121
Email: ttatting@askllp.com

Rochelle Guiton, Esq.
D. Miller & Associates, PLLC
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Houston, TX 77042
Email: rochelle@dmillerlaw.com

To the NAS Representative:

Celeste Brustowicz, Esq.
Cooper Law Firm L.L.C.
1525 Religious Street
New Orleans, LA 70130
E-mail: cbrustowicz@clfnola.com

With a copy to:

Scott R. Bickford, Esq.
Martzell, Bickford & Centola
338 Lafayette Street
New Orleans, LA 70130
Email: srb@mbfirm.com

To the FCR:

Roger Frankel, Esq.
Frankel Wyron LLP
2101 L St., NW,
Suite 800
Washington, DC 20037
Email: rfrankel@frankelwyron.com

With a copy to:

Richard H. Wyron, Esq.
Frankel Wyron LLP
2101 L St., NW,
Suite 800
Washington, DC 20037
Email: rwyron@frankelwyron.com

And a copy to:

James L. Patton, Jr., Esq.
Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, DE 19801
Email: jpatton@ycst.com

To the Reorganized Debtors:

Mallinckrodt Pharmaceuticals
5300 Frontage Road, Suite 300
Hampton, NJ 08827
Attn: General Counsel

With a copy to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attn: Jason Gott
E-mail: jason.gott@lw.com

and
1271 Avenue of the Americas
New York, NY 10020
Attn: Anu Yerramalli
Email: Anu.Yerramalli@lw.com

(b) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

8.9 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Debtors, the PI Trust, the Trustee, and the Reorganized Debtors, and their respective successors and assigns, except that neither the Debtors, the PI Trust, the Trustee, nor the Reorganized Debtors may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this Trust Agreement except, in the case of the PI Trust and the Trustee, as contemplated by Section 2.1 above.

8.10 Limitation on Claim Interests for Securities Laws Purposes. PI/NAS Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of

descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 8.10 shall not apply to the Holder of a claim that is subrogated to a PI/NAS Claim as a result of its satisfaction of such PI/NAS Claim.

8.11 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

8.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

8.13 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by laws of the State of Delaware, and the rights of all parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflict of laws provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the parties hereto intend that the provisions hereof shall control and there shall not be applicable to the PI Trust, the Trustee, the Delaware Trustee, the PI Committee, the NAS Representative, the FCR, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware

pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to trustees, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other Persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the Delaware Trustee, the PI Committee, or the FCR set forth or referenced in this Trust Agreement. Section 3540 of the DST Act shall not apply to the Trust.

Administration of the PI TDPs shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

8.14 Settlors' Representative and Cooperation. The Debtors are hereby irrevocably designated as the settlors, and they are hereby authorized to take any action required of the settlors by the Trustee in connection with the Trust Agreement. The Reorganized Debtors agree to cooperate in implementing the goals and objectives of this Trust Agreement.

8.15 Dispute Resolution. Any disputes that arise under this Trust Agreement or under the PI TDPs among the parties hereto (other than the Delaware Trustee) shall be resolved by submission of the matter to binding arbitration (the “ADR Process”); provided, however, that if one party objects to binding arbitration, or if the Delaware Trustee is a party to any applicable dispute, the matter shall be submitted to the Bankruptcy Court for a judicial determination; further provided, however, that any dispute involving adjustment of the point value shall be resolved in the first instance by the ADR Process. Should any party to the ADR Process be dissatisfied with the decision of the arbitrator(s), that party may apply to the Bankruptcy Court for a judicial determination of the matter. Any review conducted by the Bankruptcy Court shall be *de novo*. In any case, if the dispute arises pursuant to the consent provision set forth in Section 5.7(b) (in the case of the PI Committee), Section 6.7(b) (in the case of the NAS Representative), or Section 7.5(b) (in the case of the FCR), the burden of proof shall be on the party or parties who withheld consent to show that such party’s objection and withholding of consent was reasonable. Should the dispute not be resolved by the ADR Process within thirty (30) days after submission, the parties are relieved of the requirement to pursue ADR Process prior to application to the Bankruptcy Court. If the Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR Process, the Trustee shall have the discretion to elect out of the ADR Process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court.

8.16 Enforcement and Administration. The provisions of this Trust Agreement and the PI TDPs shall be enforced by the Bankruptcy Court pursuant to the Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by the

ADR Process in accordance with Section 8.15 above. The Bankruptcy Court and the courts of the State of Delaware shall have the exclusive jurisdiction with respect to any action relating to or arising from the Trust.

8.17 Effectiveness. This Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

8.18 Rules of Interpretation. For purposes of this Trust Agreement, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) the words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular section, subsection or clause contained in this Trust Agreement; (c) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (d) the term “including” shall be construed to mean “including, but not limited to,” “including, without limitation,” or words of similar import. In this Trust Agreement and the PI TDPs the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

8.19 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by facsimile or portable document format (pdf)), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date set forth above.

SETTLORS

Mallinckrodt plc, Acthar IP Unlimited Company, IMC Exploration Company, INO Therapeutics LLC, Infacare Pharmaceutical Corporation, Ludlow LLC, MAK LLC, MCCH LLC, MEH, Inc., MHP Finance LLC, MKG Medical UK Ltd, MNK 2011 LLC, MUSHI UK Holdings Limited, Mallinckrodt ARD Holdings Inc., Mallinckrodt ARD Holdings Limited, Mallinckrodt ARD IP Unlimited Company, Mallinckrodt ARD LLC, Mallinckrodt Brand Pharmaceuticals LLC, Mallinckrodt Buckingham Unlimited Company, Mallinckrodt CB LLC, Mallinckrodt Critical Care Finance LLC, Mallinckrodt Enterprises UK Limited, Mallinckrodt Holdings GmbH, Mallinckrodt Hospital Products IP Unlimited Company, Mallinckrodt Hospital Products Inc., Mallinckrodt IP Unlimited Company, Mallinckrodt International Finance SA, Mallinckrodt International Holdings S.a.r.l., Mallinckrodt Lux IP S.a.r.l., Mallinckrodt Manufacturing LLC, Mallinckrodt Pharma IP Trading Unlimited Company, Mallinckrodt Pharmaceuticals Ireland Limited, Mallinckrodt Pharmaceuticals Limited, 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 Windor S.a.r.l., Mallinckrodt Windsor Ireland Finance Unlimited Company, Ocera Therapeutics, Inc., Petten Holdings Inc., ST Operations LLC, ST Shared Services LLC, ST US Holdings LLC, ST US Pool LLC, Stratatech Corporation, Sucampo Holdings Inc., Sucampo Pharma Americas LLC, Sucampo Pharmaceuticals Inc., Therakos, Inc., Vtesse LLC

By:

A handwritten signature in black ink that reads "Bryan Reasons".

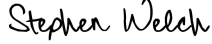
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Name: Bryan Reasons

Title: President

Mallinckrodt APAP LLC, Mallinckrodt ARD
Finance LLC, Mallinckrodt Enterprises
Holdings, Inc., Mallinckrodt Enterprises LLC,
Mallinckrodt Equinox Finance LLC,
Mallinckrodt LLC, SpecGx Holdings LLC,
SpecGx LLC, WebsterGx Holdco LLC

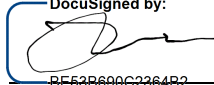
By:

A handwritten signature in black ink that reads "Stephen Welch". The signature is written in a cursive style. It is positioned above a horizontal line and to the right of the word "By:". There is a small blue rectangular stamp or mark to the left of the signature.

Name: Stephen Welch

Title: President

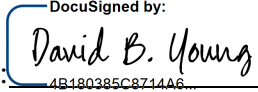
TRUSTEE

By:  DocuSigned by:
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Name: Edgar C. Gentle, III, Esq.

DELAWARE TRUSTEE

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**

DocuSigned by:

By: 
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Name: David B. Young

Title: Vice President

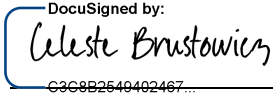
PI COMMITTEE

DocuSigned by:
By: Sean Higgins, Esq.
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Name: Sean Higgins, Esq.

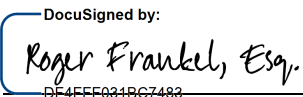
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By: Troy Tatting, Esq.
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Name: Troy Tatting, Esq.

DocuSigned by:
By: Rochelle Guiton, Esq.
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Name: Rochelle Guiton, Esq.

NAS REPRESENTATIVE

By: 
Name: Celeste Brustowicz, Esq.

FUTURE CLAIMANTS' REPRESENTATIVE

By:  DocuSigned by:
Roger Frankel, Esq.
DF4FFF034B67493...
Name: Roger Frankel, Esq.

Consented to by:
AD HOC GROUP OF PERSONAL INJURY VICTIMS

By: 
Name: Edward Neiger

Consented to by:
AD HOC COMMITTEE OF NAS CHILDREN

By: 
Name: Scott Bickford

EXHIBIT A

Non-NAS PI TDP

Attached

**MALLINCKRODT OPIOID
PERSONAL INJURY TRUST DISTRIBUTION
PROCEDURES FOR NON-NAS PI CLAIMS**

These Mallinckrodt Opioid Personal Injury Non-NAS Trust Distribution Procedures (“**PI TDP**”) provide for resolving all PI Opioid Claims (“**PI Claims**”),¹ as defined 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*, dated as of February 18, 2022 and confirmed by the Bankruptcy Court on March 2, 2022 [Docket No. 6660] (as such plan may be amended, modified or supplemented, the “**Plan**”), as provided in and required by the Plan and the Mallinckrodt Opioid Personal Injury Trust Agreement (“**Trust Agreement**”). The Plan and the Trust Agreement establish the Mallinckrodt Opioid Personal Injury Trust (“**PI Trust**”). The trustee of the PI Trust (“**Trustee**”) shall implement and administer these PI TDP in accordance with the Trust Agreement. Holders of PI Claims are referred to herein as “**PI Claimants**.”²

ARTICLE 1

INTRODUCTION

1.1 Purpose of the PI TDP. The goal of the PI Trust is to treat all present and future claims equitably and in accordance with the requirements of the Plan and the Bankruptcy Code. These PI TDP further that goal by setting forth objective, efficient, and fair procedures for processing and paying the Debtors’ several shares of the unpaid portion of the liquidated value of PI Claims.

1.2 Funding of the Trust. The PI Trust shall be funded in accordance with the Plan. As set forth in the Trust Agreement, the PI Trust will maintain a separate fund (the “**PI Trust Non-NAS Fund**”) among the PI Trust’s assets to be used to pay the administrative costs and expenses of the PI Trust on a pro rata basis until the PI Trust NAS Fund is exhausted (after which the PI Trust Non-NAS Fund will pay all administrative costs and expenses of the PI Trust, and pay Awards to holders of Allowed PI Claims in accordance with these PI TDP).

1.3 Interpretation. Except as may otherwise be provided below, nothing in these PI TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein, if any, to holders of PI Claims shall vest in such holders as of the Effective Date.

ARTICLE 2

PI TDP ADMINISTRATION

2.1 Claims Processor and Other Agents. Nothing in these PI TDP shall preclude the PI Trust from contracting with a third party to provide claims-processing, claims-audit, or other services to the PI Trust so long as decisions about the resolution of PI Claims are based on the relevant

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or the PI Trust Agreement.

² The term “**PI Claimant**” includes each person holding a PI Claim arising from his/her own opioid use and each person holding a PI Claim arising from the opioid use of a decedent (such deceased person, a “**Decedent**”).

provisions of these PI TDP, including the evidentiary criteria set forth herein. In accordance with the Trust Agreement, the Trustee may retain additional professionals, agents, and consultants to assist in carrying out the duties of the Trust.

2.2 PI Trust Advisory Committee and Future Claimants' Representative. Pursuant to the Plan and the Trust Agreement, the Trustee shall administer the PI Trust and these PI TDP in consultation with the PI Trust Advisory Committee (“**Committee**”), which represents the interests of holders of present PI Claims, and the Future Claimants' Representative (“**FCR**”), who represents the interests of holders of PI Claims that will be asserted in the future. The duties of the Committee and FCR with respect to the PI Trust are set forth in the Trust Agreement. The Trustee shall obtain the consent of the Committee and the FCR on any amendments to these PI TDP and on such other matters as are otherwise required below and in the PI Trust Agreement. The initial Trustee, the initial members of the Committee, and the initial FCR are identified in the PI Trust Agreement.

2.3 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustee shall provide written notice, which may be provided via email, to the Committee and the FCR of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process or the Consent Process described in the PI Trust Agreement.

ARTICLE 3

OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

3.1 PI Trust Claims Liquidation Procedures.

(a) **Claims Materials.** Within 14 days after the Effective Date or as soon as practicable thereafter, the PI Trust will publish claims materials for all PI Claims.³ The claims materials will include a proof of claim form substantially in the form of **Exhibit A (“Claim Form”)**, which shall require a certification by the claimant under penalty of perjury, and instructions for submitting the information and evidence required to establish an Allowed PI Claim eligible to receive payment from the Trust. Additionally, the claims materials shall include (i) a HIPAA release form (“**HIPAA Release**”), substantially in the form of **Exhibit B**, that a PI Claimant must provide if requested by the PI Trust, (ii) an heirship declaration(s) (“**Heirship Declaration**”), substantially in the form of **Exhibit C**,⁴ which must be provided by any person seeking a Distribution from the PI Trust in the capacity of an heir when an Executor, Administrator, or Personal Representative of the Deceased Person's Estate has not been appointed by a Court, or, if an Executor, Administrator, or Personal Representative has been appointed by a Court, then the Court Order appointing such person including with respect to a claim for which liquidation in

³ The PI Trust will seek to have the claims materials for PI Claims mailed with the notice of Plan confirmation. Additionally, the PI Trust will make the claims materials available on the Trust Website.

⁴ Exhibit C contains two declaration forms: one applies if the Decedent named the PI Claimant as executor in his/her will; the other applies if the Decedent had no will.

the tort system is elected, and (iii) a form of release (“**PI Claim Release**”), substantially in the form of **Exhibit D**, which will be issued individually to each PI Claimant when the Trust issues an offer for an Award. The claims materials may be amended by the Trustee with the consent of the Committee and the FCR, so long as any such amendment is consistent with the terms of these PI TDP and the Plan, and does not effect a change to the evidentiary criteria or the point awards for base payments and level awards set forth in section 5.1 below.

(b) Determination of Compensability. The PI Trust will receive, process, and resolve PI Claims in accordance with these PI TDP and determine whether they are Allowed and therefore eligible to receive payment from the Trust, or Disallowed and therefore not eligible for payment from the Trust. An “**Allowed PI Claim**” is a claim that provides credible evidence that satisfies (as determined by the PI Trust) the evidentiary criteria set forth below and is otherwise eligible for an offer of payment in accordance with these PI TDP.

(c) Treatment of Disallowed Claims. The PI Trust will not pay Awards to Disallowed Claims.

(i) Because the PI Trust will have limited funds, economic damages are not compensable. These PI TDP compensate only general pain and suffering. Nonetheless, all claims for personal injury damages from use of Qualifying Opioids are being channeled to the PI Trust and released, including both economic and non-economic or general damages. In no circumstance shall the PI Trust assign any claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys’ fees or costs (including statutory attorneys’ fees and costs). Claims that involve no use of opioid products made or sold by the Debtors are not compensable under these TDP, regardless of the theory of liability.

(ii) The adjudication of a PI Claim, whether under the liquidation procedures of these PI TDP or in the tort system for PI Claimants who opt to liquidate their PI Claims in the tort system, shall be deemed to be an adjudication of that PI Claim and any associated PI Claims of the PI Claimant regarding the same injuries that are the subject of its PI Claim. Any Distribution from the PI Trust on an Award (under the liquidation procedures of these PI TDP) or a Final Judgment (for a PI Claimant who elects to liquidate a claim in the tort system) in respect of such PI Claim, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of such PI Claim and such associated PI Claims.

(iii) No Claim submitted by a co-defendant of the Debtors will be deemed compensable unless and until (1) the co-defendant establishes to the Trust’s satisfaction that the co-defendant has paid in full and has obtained a release from a PI Claimant for liability of the Debtors that would be an Allowed PI Claim under these PI TDP, (2) the Trust confirms that it has not previously issued payment to the PI Claimant, and (3) the co-defendant has obtained a release from the PI Claimant in favor of the Trust.

(d) **Determination of Awards and Deductions.** The PI Trust will liquidate and determine the gross amounts receivable on account of Allowed PI Claims (an “**Award**”) in accordance with these PI TDP. Awards will be a gross number before deduction of any allowed deductions or holdbacks (the “**PI Trust Deductions and Holdbacks**”).

3.2 Election to Liquidate Claim in the Tort System.

(a) A PI Claimant who (i) submits a Claim Form to the PI Trust and (ii) elects expressly in the Claim Form to liquidate his/her PI Claim in the tort system rather than pursuant to the streamlined procedures set forth in these PI TDP (each, an “**Opt-Out Claimant**”), may assert and liquidate such PI Claim in the tort system at his/her own expense, as set forth in more detail article 7 below, and shall forfeit all rights to liquidate such PI Claim (and any associated PI Claims regarding the same injuries that are the same subject of its PI Claim) under the streamlined procedures set forth in sections 4-5 of these PI TDP. The right to litigate in the tort system is available only with respect to Claims that meet the definition of “PI Opioid Claim” set forth in the Plan.

(b) **OPTING OUT REQUIRES THE CLAIMANT TO TAKE THE AFFIRMATIVE ACTION OF CHECKING THE “OPT OUT” BOX ON THE CLAIM FORM AND TO SUBMIT THE CLAIM FORM TO THE PI TRUST. FAILURE TO CHECK THE “OPT OUT” BOX WILL CONSTITUTE A WAIVER OF THE RIGHT TO OPT OUT OF HAVING THE PI CLAIM PROCESSED AND LIQUIDATED PURSUANT TO THE PROVISIONS OF THESE PI TDP.**

(c) **ONCE A PI CLAIMANT HAS SUBMITTED A CLAIM FORM INDICATING EITHER AN ELECTION TO “OPT OUT” TO PURSUE THE PI CLAIM THROUGH LITIGATION OR AN ELECTION TO HAVE THE PI CLAIM RESOLVED UNDER THE LIQUIDATION PROVISION OF THE PI TDP, THE PI CLAIMANT CANNOT LATER CHANGE THE ELECTION. IF A CLAIM FORM IS SUBMITTED WITHOUT AN ELECTION TO “OPT OUT”, THE PI CLAIMANT WILL BE BOUND TO HAVING THE PI CLAIM LIQUIDATED UNDER THE TDP AND HAS WAIVED THE OPTION TO PURSUE THE PI CLAIM IN THE TORT SYSTEM.**

ARTICLE 4

PROCESSING AND RESOLUTION OF PI CLAIMS BY THE PI TRUST

4.1 Processing of PI Claims.

(a) As soon as possible after the establishment of the PI Trust, the Trustee, shall proceed to have the PI Trust receive, review, and liquidate all PI Claims. PI Claims shall be processed based on their place in the FIFO Processing Queue (as defined below) and paid based on their place in the FIFO Payment Queue (as defined below). The Trust shall make every reasonable effort to resolve each year at least that number of PI Claims required to exhaust the applicable Maximum Annual Payment (as that term is defined below).

(b) To process PI Claims under these PI TDP, the PI Trust has the discretion to request additional documentation beyond that required by these PI TDP that is believed to be in the possession of the PI Claimant or his or her authorized agent or lawyer.

(c) The PI Trust will use appropriate technology and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate PI Claims.

(d) The PI Trust may investigate any claim and may request information from any PI Claimant to ensure compliance with the terms outlined in these PI TDP. The PI Trust may request a PI Claimant to execute a HIPAA Release to enable the PI Trust to directly obtain the PI Claimant's or Decedent's medical records for evaluation in accordance with these PI TDP.

(e) The Trustee has the sole discretion, subject to the appeal process set forth herein, to determine a PI Claim is Disallowed or to reduce or eliminate Awards on PI Claims being liquidated hereunder where the Trustee concludes that there has been a pattern or practice to circumvent full or truthful disclosure of information requested under these PI TDP or by the PI Trust to resolve a PI Claim.

4.2 General Criteria for Allowed PI Claims. To establish an Allowed PI Claim in accordance with these PI TDP, a PI Claimant must satisfy the following criteria:

(a) Demonstrate in the Claim Form that the PI Claimant holds a PI Claim against one or more Debtors;

(b) Complete the Claim Form, checking at least one injury box (other than jail)⁵, sign and submit the Claim Form.

(c) Demonstrate usage of one of the qualifying prescribed opioids listed in section 5.2(a) below (a "**Qualifying Opioid**");

(d) If requested by the Trust, complete, sign and submit the HIPAA release form(s) substantially in the form attached as Exhibit B; and

(e) If the PI Claim concerns the injuries of a Decedent, execute and submit a Heirship Declaration substantially in the form attached hereto as Exhibit C.

⁵ In the event a PI Claimant does not check any injury box (other than jail) from use of opioids on the Claim Form, the PI Claim shall be deemed Disallowed. The Claim Form shall include clear language notifying a PI Claimant that if he or she fails to check any injury box (other than jail) from use of opioids, she/he will receive no recovery on the PI Claim.

(f) As a condition to receiving any payment from the PI Trust, a claimant shall be required to execute and submit the PI Claim Release, which will be provided to the PI Claimant when the PI Trust issues an offer for an Award.

4.3 Base Payment and Level Award Process. The Base Payment and Level Award process is designed to provide an opportunity for a PI Claim to be reviewed and evaluated for a “Base Payment” with the possible addition (for a Tier 1 PI Claim) of a “Level Award” that can enhance the amount of the total payment offered to the PI Claimant. “Base Payments” and “Level Awards” are determined based upon a Point Value at the time of payment. The Point Value will be determined initially, and may be periodically adjusted by the Trustee, with the consent of the FCR (the “**Point Value**”). The valuation of and evidentiary requirements for Base Payment and Level Awards are discussed in article 5.

4.4 Order of Payments.

(a) **Establishment of Initial Point Value.** With the consent of the PI Committee and the FCR, the Trustee will establish the Point Value and, if appropriate, the protocol for staggering payments, making payments in installments, and the timing of payments for Allowed PI Claims as soon as possible following 90 days after the Effective Date. Payments will be issued on a rolling basis to Allowed PI Claims on a first in, first out (“**FIFO**”) basis based upon the date the PI Trust determines each PI Claim is Allowed. All payments will be subject to the Maximum Annual Payment (as defined herein). PI Claims with earlier positions in the FIFO queue are more likely to receive payment up to the Point Value sooner than PI Claims assigned later positions in the FIFO queue.

(b) Establishment of the FIFO Processing and Payment Queues.

(i) The PI Trust shall order claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “**FIFO Processing Queue**”).

(ii) The claimant’s position in the FIFO Processing Queue shall be determined by the date the claim is filed with the PI Trust. If any claims are filed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the Opioid Use Disorder, addiction, or death for which the claim was filed. If any claims are filed and diagnosed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the claimant’s date of birth, with older claimants given priority over younger claimants.

(iii) Allowed PI Claims shall be paid in FIFO order based on the date an executed PI Claim Release is received by the PI Trust (the “**FIFO Payment Queue**”). The Trust may issue payments in installments.

(iv) Unless otherwise ordered by the Bankruptcy Court, where the PI Claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant’s representative, an offer

made by the PI Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending, provided that the PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or in the probate process for approval. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant's representative, the PI Trust shall pay the claim in the amount so offered, based upon the Point Value in effect at the time the offer was first made.

(v) Where the PI Claimant is not deceased or incompetent, the Trust shall pay the PI Claimant based on the Point Value at the time of payment(s), including any installment payment.

(vi) If executed PI Claim Releases are received by the PI Trust on the same date, the PI Claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the addiction or injury for which the claim was filed. For such claims, if the respective holders' addiction or injury was diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the PI Trust based on the dates of the claimants' birth, with older claimants given priority over younger claimants.

(c) While the PI Trust may enter into a lien resolution program, each PI Claimant remains responsible for satisfying any liens that third parties may claim against an Award to such PI Claimant.

(d) Pursuant to Article IV.X.8 of the Plan, 5% of each Distribution made by the PI Trust will be paid to the Common Benefit Escrow and then, upon its establishment, directly to the Common Benefit Fund, on a periodic schedule. To the extent a Holder of a PI Claim has retained, or is a member of a group of Holders that has retained, separate counsel through an individual contingency fee arrangement, the amount payable from such Holder's Distributions under this § 4.4(d) shall be deducted from any contingency fees and/or costs, in accordance with the Common Benefit Fund, owed to such separate counsel. If the order establishing the Common Benefit Fund provides for the reimbursement of attorneys' costs, a portion of the Common Benefit Fund assessment (up to but not exceeding 40% of the amount payable under Article IV.X.8 of the Plan) may be applied to the reimbursement of such counsel's actual costs and expenses, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel. Except as expressly set forth in Article IV.X.8 of the Plan, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a PI Claim (or any group of Holders of PI Claims) and such Holder's (or group's) counsel.

4.5 Process for Adjustment of the Point Value and Setting the Maximum Annual Payment.

(a) **Uncertainty of Debtors' PI Claim Liabilities.** There is inherent uncertainty regarding the Debtors' total PI Claim liabilities, which means there is inherent uncertainty regarding the amounts that holders of PI Claims will receive. Accordingly,

the Trustee must periodically evaluate and adjust the Point Value, with the consent of the FCR. The Trustee shall undertake such evaluation upon the request of the Trustee, the PI Committee, or the FCR. Unless the Trustee provides persuasive evidence to convince the FCR otherwise, the Point Value will change to the proposed level of the party who requested the evaluation, pending completion of the evaluation.

(b) Determination and Adjustment of the Point Value.

(i) The Trustee must base his or her determination of the Point Value on current estimates of the number, types, and values of present and future PI Claims, the value of the assets then available to the PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to treat all Holders of PI Claims in a substantially similar manner. When making these determinations, the Trustee may rely on the advice of experts and shall exercise common sense and flexibly evaluate all relevant factors.

(ii) If a redetermination of the Point Value has been proposed in writing by either the Trustee, the PI Committee, or the FCR but has not yet been adopted, then Awards offered to PI Claimants shall be based upon the lower of the current Point Value or the proposed Point Value. However, if the proposed Point Value was the lower amount but was not subsequently adopted, then Awards offered to PI Claimants shall thereafter receive the difference between the lower proposed Point Value and the higher current Point Value. Conversely, if the proposed Point Value was the higher amount and was subsequently adopted, then Awards offered to PI Claimants shall thereafter receive the difference between the lower current Point Value and the higher adopted Point Value.

(iii) If the Trustee, with the consent of the FCR, makes a determination to increase the Point Value, the Trustee shall make supplemental payments to all PI Claimants, who previously liquidated their claims against the Trust and received payments based on a lower Point Value. The Trustee's obligation to make a supplemental payment to a PI Claimant shall be suspended in the event the payment in question would be less than \$100, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$100. However, the Trustee's obligation shall resume and the Trustee shall pay any such aggregate supplemental payments due the PI Claimant at such time that the total exceeds \$100.

(c) Determination of the Maximum Annual Payment. The PI Trust shall create a model of cash flow, expenses, principal, and income year-by-year to be paid over the term of the PI Trust. In each year, the PI Trust shall be empowered to pay out to claimants the portion of its funds payable for that year according to the model (the "**Maximum Annual Payment**"). The Point Value and the Maximum Annual Payments are based on projections over the lifetime of the PI Trust. If such long-term projections are revised, the Point Value may be adjusted accordingly, which will result in a new

model of the PI Trust's anticipated cash flow and a new calculation of the Maximum Annual Payment. If the PI Trust determines at any time that the present value of the PI Trust's assets is less than the projected present value of its assets for such date, then it will remodel the cash flow year-by-year to be paid over the life of the PI Trust.

ARTICLE 5

VALUATION OF AND EVIDENTIARY REQUIREMENTS FOR ALLOWED CLAIMS

5.1 Base Payments and Level Awards for Base Payment and Level Awards. The PI Trust will value Allowed PI Claims using the Base Payments and Level Awards set forth in this matrix. In the event a PI Claimant may qualify only for the Base Payment and not for a Level Award, then no additional amount above the Base Payment will be offered.

	Tier 1: Use of MNK Opioids \geq 6 months	Tier 2: Use of MNK Opioids <6 months
Base Payment: ⁶	5,000 points	3,000 points
Level A:	Death from an Opioid 10,000 points	n/a

⁶ If a PI Claimant does not qualify for an additional Level Award, the PI Claim is not entitled to receive additional money above the Base Payment.

5.2 Evidentiary Requirements for Opioid Product Identification.

(a) List of Qualifying Opioid Products. The following list sets forth the Qualifying Opioids as required to establish an Allowed PI Claim pursuant to section 4.2(c):

MLNK Qualifying Branded opioids:

Roxicodone, Exalgo, Methadose, Anexsia

MLNK Qualifying Generic Opioids:

Compound	NDC (Labeler Prefix and Drug Code)
Hydrocodone Bitartrate And Acetaminophen	0406-0123
Hydrocodone Bitartrate And Acetaminophen	0406-0124
Hydrocodone Bitartrate And Acetaminophen	0406-0125
Hydrocodone Bitartrate And Acetaminophen	0406-0376
Hydrocodone Bitartrate And Acetaminophen	0406-0377
Hydrocodone Bitartrate And Acetaminophen	0406-0378
Acetaminophen And Codeine Phosphate	0406-0483
Acetaminophen And Codeine Phosphate	0406-0484
Acetaminophen And Codeine Phosphate	0406-0485
Oxycodone and Acetaminophen	0406-0512
Oxycodone and Acetaminophen	0406-0522
Oxycodone and Acetaminophen	0406-0523
Methadone Hydrochloride (Methadose)	0406-0527
Methadone Hydrochloride (Methadose)	0406-0540
Oxycodone Hydrochloride	0406-0552
Oxycodone Hydrochloride	0406-0595
Oxymorphone Hydrochloride	0406-1009
Oxymorphone Hydrochloride	0406-1010
Methadone Hydrochloride	0406-1510
Methadone Hydrochloride	0406-2540
Methadone Hydrochloride	0406-5755
Methadone Hydrochloride	0406-5771
Buprenorphine and Naloxone	0406-1923
Buprenorphine and Naloxone	0406-1924
Buprenorphine and Naloxone	0406-8020
Hydromorphone Hydrochloride	0406-3243
Hydromorphone Hydrochloride	0406-3244
Hydromorphone Hydrochloride	0406-3249
Hydromorphone Hydrochloride	0406-3308
Hydromorphone Hydrochloride	0406-3312
Hydromorphone Hydrochloride	0406-3316

Compound	NDC (Labeler Prefix and Drug Code)
Hydromorphone Hydrochloride	0406-3332
Morphine Sulfate	0406-8003
Morphine Sulfate	0406-8315
Morphine Sulfate	0406-8320
Morphine Sulfate	0406-8330
Morphine Sulfate	0406-8380
Morphine Sulfate	0406-8390
Oxycodone Hydrochloride	0406-8515
Oxycodone Hydrochloride	0406-8530
Oxycodone Hydrochloride	0406-8556
Oxycodone Hydrochloride	0406-8557
Methadose (sugar free)	0406-8725
Fentanyl (transdermal patch)	0406-9000
Fentanyl (transdermal patch)	0406-9012
Fentanyl (transdermal patch)	0406-9025
Fentanyl (transdermal patch)	0406-9037
Fentanyl (transdermal patch)	0406-9050
Fentanyl (transdermal patch)	0406-9062
Fentanyl (transdermal patch)	0406-9075
Fentanyl (transdermal patch)	0406-9100
Fentanyl (transdermal patch)	0406-9112
Fentanyl (transdermal patch)	0406-9125
Fentanyl (transdermal patch)	0406-9150
Fentanyl (transdermal patch)	0406-9175
Fentanyl Citrate	0406-9202
Fentanyl Citrate	0406-9204
Fentanyl Citrate	0406-9206
Fentanyl Citrate	0406-9208
Fentanyl Citrate	0406-9212
Fentanyl Citrate	0406-9216

(b) Evidence of Qualifying Opioid Products. One of the following is required to demonstrate a Qualifying Opioid as listed in section (a):

- (i)** A PI Claimant who provides evidence of a prescription for brand name opioids Roxicodone, Exalgo, Methadose, or Anexsia, may rely on the name alone without the necessity of a corresponding NDC number.
- (ii)** To qualify based on the use of one of the generic products listed in section (a) above, a PI Claimant must present either:

(A) The corresponding NDC number, which is set forth in the list in section (a) above;⁷ or

(B) A notation in the record that the product is manufactured or sold by Mallinckrodt or SpecGx.

(c) **Evidence Required for Qualifying Opioid Products.** All PI Claimants must demonstrate a prescription (which contains the name of the PI Claimant or Decedent, as applicable) and a Qualifying Opioid by submitting one of the following pieces of evidence:

(i) Pharmacy prescription records;

(ii) Prescription records, including without limitation:

(A) A visit note in which the prescribing physician lists a prescription for one of the Qualifying Opioids, or

(B) A signed prescription from a doctor for one of the Qualifying Opioids;

(iii) A historical reference⁸ to one of the Qualifying Opioids, including but not limited to:

(A) A reference in contemporaneous medical records to historical use of one of the Qualifying Opioids,

(B) A reference in contemporaneous substance abuse, rehabilitation, or mental health records to historical use of one of the Qualifying Opioids,

(C) A reference in contemporaneous law enforcement records to historical use of one of the Qualifying Opioids, or

(D) A reference in contemporaneous family law or other legal proceedings records to historical use of one of the Qualifying Opioids;

(iv) A photograph of the prescription bottle or packaging of one of the Qualifying Opioids with the name of the PI Claimant (or Decedent, as applicable) as the patient listed on the prescription label; or

(v) A certification supplied by a Debtor, any of its successors (including the Trust), or a third party at a Debtor's or one of its successors' request, indicating the customer loyalty programs, patient assistance programs ("PAPs") copay

⁷ The list of NDC numbers may be supplemented as additional information becomes available.

⁸ For Voting Claims, the record must have been created prior to Petition Date only if the historical reference is self-reported by the PI Claimant.

assistance programs, or any other data otherwise available to the certifying entity reflects that the PI Claimant (or Decedent, as applicable) had at least one prescription for one of the Qualifying Opioids.

(vi) The PI Claimant must submit evidence that establishes that the PI Claimant holds a PI Claim based upon exposure to any opioid product or substance based on conduct of the Debtors occurring or existing on or before the Effective Date. The PI Trust shall have discretion to determine whether this requirements has been met so as to provide sufficient indicia of reliability that the PI Claimant or Decedent (as applicable) was prescribed and used Qualifying Opioids.

(vii) Whether the PI Claimant qualifies for Tier 1 or Tier 2 will be based on the length of use stated in the declaration.

(viii) Any PI Claimant who does not meet the requirements of sections 4.2, 5.2(a), 5.2(b), and 5.2(c)(i-vi), is not entitled to any payment from the Trust.

5.3 Award Determination. Allowed PI Claims held by PI Claimants who meet the Qualifying Opioid requirement shall be categorized⁹ as follows:

(a) Tier 1:

(i) PI Claimants must demonstrate use of a Qualifying Opioid for 6 or more months; however, the usage does not have to be consecutive.

(ii) **Tier 1 Level A Payment:** To qualify for an Award under Tier 1 Level A, a PI Claimant must meet the criteria of the Tier 1 Base Payment and demonstrate death caused by an opioid. If making a claim for a Tier 1 Level Award based on death, the death certificate of the Decedent as well as any toxicology reports or autopsy reports must be provided. The records do not have to coincide in time with the provided Qualifying Opioid use. No affidavits may be used to meet this requirement.

(b) Tier 2:

(i) Use of a Qualifying Opioid less than 6 months or otherwise not meeting the criteria of Tier 1 are entitled to no additional payments other than the Base Payment.

(ii) In the event a PI Claimant does not qualify for Tier 1, such PI Claimant will be eligible to receive the Tier 2 Base Payment and only the Tier 2 Base Payment.

⁹ PI Claimants who assert or allege Qualifying Opioid usage in their Claim Form for which they cannot produce corresponding evidence will not recover on account of such alleged opioid usage.

5.4 Deficiencies and Opportunity to Cure.

(a) The Trust will develop policies and procedures to notify PI Claimants when a claim submitted for liquidation pursuant to these PI TDP is incomplete or otherwise deficient, and the timing by which such deficiency must be cured in order to establish an Allowed PI Claim.

(b) If the deficiency is timely cured to the satisfaction of the Trust, no deduction or penalty will be assessed to an otherwise qualifying Claim.

5.5 [Reserved]

5.6 Appeals to Special Master.

(a) With the consent of the FCR the Trustee may appoint one or more neutral persons to serve as an Appeals Special Master pursuant to this provision. Each Appeals Special Master shall be paid a flat rate of \$1,000 to review and issue a determination on each appeal referred to the Appeals Special Master for resolution.

(b) A PI Claimant who disagrees with the ruling of the PI Trust may appeal to the Appeals Special Master within fourteen (14) days of notice of such ruling by submitting a written statement outlining the PI Claimant's position and why the PI Claimant believes the PI Trust has erred.

(c) An appeal fee of \$1,000 shall be assessed against the PI Claimant's recovery from the PI Trust. If the PI Claimant's appeal to the Appeals Special Master results in a decision in favor of the PI Claimant, the appeal fee will be refunded to the PI Claimant.

(d) The Appeals Special Master shall review only the appeal record and claim file in deciding the appeal. The Appeals Special Master shall apply the guidelines and procedures established in these PI TDP, and the appeals process shall not result in any modification of substantive eligibility criteria.

(e) The Appeals Special Master shall issue a determination on the appeal in writing, which shall be served on the PI Claimant (and the PI Claimant's counsel, where applicable) and the Trust.

(f) Decisions of the Appeals Special Master are final and binding, and PI Claimants have no further appeal rights beyond those set forth in these PI TDP.

5.7 Claims Audit Program.

(a) **In General.** Within 60 days of the Effective Date, the Trustee, with the consent of the FCR, shall develop methods for auditing the reliability of the evidence and statements made in claims submitted to the PI Trust and approved for an offer of payment (a claims audit program). The PI Trust may retain an independent third-party to implement the audit program. In the event that the PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable evidence to the Trust, it

may decline to accept additional evidence from such provider in the future.

(b) Assessment of Additional Information. To the extent that the PI Trust or the entity overseeing the claims audit program believe that it is relevant, nothing herein shall preclude the PI Trust or the entity overseeing the claims audit program, in the Trust's sole discretion, from reviewing or taking into consideration other claims filed in state or federal court complaints or against other trusts. Any PI Claimant subject to the claims audit program shall cooperate and, if requested, provide the PI Trust or the entity overseeing the claims audit program with a HIPAA Release that authorizes the PI Trust to obtain medical and other records to verify the claim.

(c) Actions Based on Audit Results. In the event that an audit reveals that fraudulent information has been provided to the Trust, the PI Trust may penalize any PI Claimant or PI Claimant's attorney by rejecting the PI Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

5.8 Costs Considered. Notwithstanding any provision of these PI TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid PI Claims so that the payment of Allowed PI Claims is not further impaired by such processes with respect to issues related to the validity of the evidence supporting a claim. The Trustee shall have the latitude to make judgments regarding the amount of transaction costs to be expended by the PI Trust so that Allowed PI Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the claims audit program described herein or otherwise.

ARTICLE 6

CONFIDENTIALITY

6.1 Confidentiality of Claimants' Submissions.

(a) In General. All submissions to the PI Trust by a holder of a PI Claim, including the Claim Form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions.

(b) Authorized Disclosures.

(i) **Claimant Consent and Subpoenas.** The PI Trust will preserve the confidentiality of PI Claimant submissions, and shall disclose the contents thereof only to such other persons as authorized by the holder or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Delaware state court, or the United States District Court for the District of Delaware. The PI Trust shall provide the PI Claimant or counsel for the PI Claimant a copy of any such subpoena immediately upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) PI Claimants, the PI Trust may instead first provide a copy of the subpoena to counsel for the Committee and the FCR and delay providing a copy of the subpoena to counsel for individual holders of PI Claims until, in the Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the PI Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The PI Trust shall on its own initiative or upon request of the PI Claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a Delaware state court, or the United States District Court for the District of Delaware and before those courts having appellate jurisdiction related thereto.

(ii) **Other Required Disclosures.** Notwithstanding anything in the foregoing to the contrary, with the consent of the Committee and the FCR, the PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement, or as required in connection with a lien-resolution program or lien-resolution laws (including those relating to Medicare liens); provided, however, that the PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality.

(c) **Claimant Discovery Obligations.** Nothing in this PI TDP, the Plan or the Trust Agreement expands, limits or impairs the obligation under applicable law of a PI Claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the PI Trust for the purpose of obtaining compensation for opioid-related injuries from the Trust.

(d) **Secure Destruction Upon Termination.** As part of the process by which the PI Trust's activities are wound-down in connection with termination of the PI Trust, and once the Trustee has been determined that there is no legitimate reason to retain PI Claims records submitted by PI Claimants, the PI Trust shall securely destroy all records

containing personal information about PI Claimants or other individuals identified in the claims records. The destruction of the records shall comply with Delaware law and any applicable federal laws that may apply to the information contained within the records, such that any personal or individual-identifying information is rendered unreadable, undecipherable, and inaccessible. Following such destruction, the Trustee shall file a certification with the Bankruptcy Court attesting to the PI Trust's compliance with this provision.

ARTICLE 7

PROCEDURES FOR PI CLAIMANTS WHO OPT TO LIQUIDATE THEIR PI CLAIMS IN THE TORT SYSTEM

7.1 Option to Elect to Liquidate a PI Claim in the Tort System.

(a) A PI Claimant may elect to liquidate his or her PI Claim by commencing a lawsuit against the Trust in the tort system subject to the following terms.

(b) By electing to liquidate a PI Claim in the tort system, a PI Claimant forfeits any right to have its PI Claim liquidated under sections 4 through 5 of these PI TDP, and instead shall have the right to liquidate the PI Claim exclusively in the tort system. This option is available only for claims that meet the definition of "PI Claim" under the Plan.

(c) A PI Claimant who opts to pursue a PI Claim in the tort system may recover (i) no amount greater than a PI Claimant can recover for a similar PI Claim under the liquidation procedures of these PI TDP, and (ii) compensatory damages only for direct injuries (no punitive damages will be paid by the PI Trust). A PI Claimant may not pursue an indirect claim in the tort system.

7.2 Process to File Suit in the Tort System.

(a) A PI Claimant may elect to liquidate a PI Claim in the tort system rather than under these PI TDP by checking the box so indicating on the Claim Form, which must be filed with the PI Trust in accordance with section 4.2(b) above.¹⁰

(b) If the PI Claimant makes such election, then the PI Claimant may file a lawsuit regarding only its PI Claim (and no other claims) against only the PI Trust (and including no other parties as defendants) solely in the United States District Court for the District of Delaware ("**Delaware District Court**"),¹¹ unless such court shall order pursuant to 28

¹⁰ The filing of a Claim Form indicating that a PI Claimant has elected to liquidate his or her PI Claim in the tort system shall have no effect on any federal or state statute of limitations or repose applicable to the claims asserted by such PI Claimant's action.

¹¹ The Debtors shall seek an order from the Delaware District Court requiring that lawsuits filed by Holders of PI Claims who elect, subject to the terms hereof, to liquidate their PI Claims by commencing separate lawsuits in the tort system be filed and tried solely in the Delaware District Court pursuant to 28 U.S.C. § 157(b)(5).

U.S.C. § 157(b)(5) that such suit may be tried in the United States District Court (other than the Delaware District Court) for the district in which the PI Claim arose.

(c) Any such lawsuit must be filed by the PI Claimant in an individual capacity and not as a member or representative of a class, and no such lawsuit may be consolidated with the lawsuit of any other plaintiff by, or on the motion of, any plaintiff.¹²

(d) All defenses (including, with respect to the PI Trust, all defenses which could have been asserted by the Debtors, including whether the lawsuit was timely filed) shall be available to both sides at trial.¹³

(e) If a PI Claimant obtains a judgment on his/her PI Claim in the tort system and such judgment becomes a final order (each, a “**Final Judgment**”), such Final Judgment shall be deemed Allowed for purposes under the Plan and shall be payable by the Trust, subject to the below provisions on limitation on damages, the Recovery Percentage, the Maximum Value, deductions as set forth below, and the resolution of healthcare liens.

7.3 Limitation on Damages and Attorneys’ Fees. Notwithstanding their availability in the tort system, and except as provided below for claims asserted under the law of a Foreclosed Jurisdiction, no multiple, exemplary, statutory enhanced and/or punitive damages (i.e., damages other than compensatory damages), and no interest, attorneys’ fees or costs (including statutory attorneys’ fees and costs) shall be payable, with respect to any PI Claim litigated against the PI Trust in the tort system. For purposes of these TDP, a “**Foreclosed Jurisdiction**” shall mean a jurisdiction that describes a claim for compensatory damages under these TDP as a claim for “exemplary” or “punitive” damages, thereby foreclosing a claimant from a remedy or compensation under these TDP if the law for that jurisdiction were to be applied hereunder. In the event a PI Claim is made under these TDP for compensatory damages that would otherwise satisfy the criteria for payment under these TDP, but Claimant’s Jurisdiction is a Foreclosed Jurisdiction, the claimant may elect the Commonwealth of Pennsylvania as the PI Claimant’s jurisdiction, and such PI Claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in this Section 7.3 applicable to any PI Claim with respect to which, but for this choice of law provision, the applicable law of the PI Claimant’s jurisdiction is determined to be the law of a Foreclosed Jurisdiction, shall only govern the rights between the PI Trust and the PI Claimant including, but not limited to, suits in the tort system pursuant to this Article 7.

7.4 Maximum Point Value.

¹² The Trustee shall be empowered (i) to bring one or more consolidated actions against multiple Holders of PI Claims who elect, subject to the terms hereof, to liquidate their PI Claims by commencing separate lawsuits in the tort system and (ii) to seek to consolidate multiple lawsuits commenced by individual Holders of PI Claims who elect, subject to the terms hereof, to liquidate their PI Claims by commencing separate lawsuits in the tort system.

¹³ Among other things, the PI Trust shall be empowered to assert that the claim that is the subject of a PI Claimant’s lawsuit is not a “PI Claim” within the meaning of the Plan.

(a) Payment on a Final Judgment for a PI Claim shall not exceed the dollar-equivalent of 45,000 points (the “**Maximum Value**”), which is three times the maximum Point Value attributed under the liquidation provisions of the PI TDP to eligible claims for death. The Maximum Value shall be determined based upon the Point Value at the time of payment.

(b) Points will be converted to dollars consistent with the conversion set forth in section 4.5 of these PI TDP. As set forth in these PI TDP, the dollar amount ultimately awarded per point will be determined with reference to the funds remaining in the PI Trust and to the pool of claims remaining against the PI Trust. It will vary depending on how many people choose to opt out their claims and how expensive it is for the PI Trust to defend those claims in the tort system. It will also depend on the payment elections made by those who are liquidating their claims under sections 4 through 5 of these PI TDP.

(c) Any payments on a Final Judgment are subject to the Maximum Annual Payment.

7.5 Recovery Percentage.

(a) A Final Judgment on a PI Claim, minus any multiple, exemplary, statutory enhanced and/or punitive damages (i.e., damages other than compensatory damages), interest, attorneys’ fees or costs (including statutory attorneys’ fees and costs) that have been awarded as part of such Final Judgment, shall be subject to reduction by the same percentage that PI Claims liquidated under these PI TDP are reduced prior to payment. In other words, a PI Claimant who elects to liquidate his or her PI Claim in the tort system shall not be entitled to receive more than his or her pro-rata share of the value available for distribution to all PI Claims entitled to a recovery pursuant to these PI TDP.

(b) Based upon the statistical sampling and modeling performed by financial analysts and subject-matter experts, review of judgments obtained in lawsuits, settlement history, and collaborative discussions with stakeholders, the Base Payments and Level Awards described in these PI TDP represent an estimated pro-rata percentage recovery by PI Claimants holding Allowed PI Claims of approximately ½% (such pro-rata percentage recovery as may be altered over time, the “**Recovery Percentage**”). Accordingly, the initial Recovery Percentage is 1/2%.

(c) No holder of a PI Claim who elects to liquidate his or her PI Claim in the tort system shall receive a payment that exceeds the liquidated value of his or her PI Claim multiplied by the Recovery Percentage in effect at the time of payment (such value so reduced, the “**Percentage-Reduced Claim**”); provided, however, that if there is a reduction in the Recovery Percentage, the Trustee, in his or her sole discretion, may cause the PI Trust to pay a PI Claim based on the Recovery Percentage that was in effect prior to the reduction if the judgment in respect of such PI Claim became a Final Judgment prior to the date the Trustee proposes the new Recovery Percentage to the Committee and the FCR, and the processing of such PI Claim was unreasonably delayed due to circumstances beyond the control of the PI Claimant or the PI Claimant’s counsel (as applicable).

7.6 Adjustment of the Recovery Percentage.

(a) The Recovery Percentage shall be subject to change if the Trustee, with the consent of the FCR, determines that an adjustment is required. At any time when the Trustee reviews the Point Value, the Trustee shall also review the then-applicable Recovery Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Recovery Percentage if necessary with the consent of the FCR. Adjustment of the Recovery Percentage requires the consent of the FCR.

(b) The Trustee shall base his or her determination of the Recovery Percentage on current estimates of the number, types, and values of current and future PI Claims, the value of the assets of the PI Trust available for the payment of Allowed PI Claims pursuant to these PI TDP and amounts due and estimated to become due pursuant to these PI TDP in respect of Final Judgments obtained by PI Claimants who elect to liquidate their PI Claims in the tort system, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of (i) full value to all Holders of Allowed PI Claims and (ii) the Maximum Value to PI Claimants who elect to liquidate their PI Claims in the tort system. When making these determinations, the Trustee shall exercise common sense and flexibly evaluate all relevant factors.

(c) If a redetermination of the Recovery Percentage has been proposed in writing by the Trustee, but such redetermination of the Recovery Percentage has not yet been adopted, a PI Claimant that has obtained a Final Judgment shall receive the lower of the then-current Recovery Percentage and the proposed Recovery Percentage. However, if the proposed Recovery Percentage is the lower amount but is not subsequently adopted, the PI Claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Recovery Percentage is the higher amount and subsequently adopted, the PI Claimant who has obtained a Final Judgment shall thereafter receive the difference between the over current amount and the higher adopted amount.

(d) At least thirty (30) days prior to proposing in writing a change in the Recovery Percentage, the Trustee shall post to the Trust's website a notice indicating the Trustee is reconsidering the Recovery Percentage.

(e) If the Trustee, with the consent of the FCR, makes a determination to increase the Recovery Percentage due to a material change in estimates of the future assets and/or liabilities of the Trust, the PI Trust shall make supplemental payments to all PI Claimants who obtained previously a Final Judgment and received payments based on a lower Recovery Percentage. The amount of any such supplemental payment shall be the liquidated value of the PI Claim in question multiplied by the newly-adjusted Recovery Percentage, less all amounts paid previously to the PI Claimant with respect to such PI Claim.

(f) The Trust's obligation to make a supplemental payment to a PI Claimant shall be suspended in the event the payment in question would be less than \$100.00, and the

amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$100.00. However, the Trust's obligation shall resume, and the PI Trust shall pay any such aggregate supplemental payments due to the PI Claimant that obtained a Final Judgment at such time that the total exceeds \$100.00.

7.7 Payment of Judgments for Money Damages.

(a) A PI Claimant who obtains a Final Judgment shall be entitled to receive from the PI Trust in full and final satisfaction of that Final Judgment, a gross amount (subject to deductions set forth next) equal to the *lesser* of (i) the Percentage-Reduced Claim and (ii) the Maximum Value, in each case as then in effect, as described next (such lesser amount, the "**Gross Amount**").

(b) A PI Claimant's Gross Amount shall be subject to allowable deductions and holdbacks.

(c) The resulting net amount shall be paid to the PI Claimant in the form of six equal installments, each not to exceed an amount to be set by the Trustee with the consent of the Committee and the FCR at the time of the first installment. The first installment will be placed in the FIFO Payment Queue based on the date on which the judgment became final. Additional equal installments will be paid in years six (6) through ten (10) following the year of the initial payment. All installment payments will be subject to the Maximum Annual Payment and prior satisfaction of any outstanding liens in accordance with section 7.8. In no event shall interest be paid in respect of any judgment obtained in the tort system.

(d) None of the Percentage-Reduced Claim, the Maximum Value, the Gross Amount, the deductions therefrom, or the payment schedule is subject to any appeal or reconsideration.

7.8 Resolution of Liens. The PI Trust shall not issue any payment in respect of a Final Judgment until the PI Trust has received proof that any private or governmental health care liens or similar claims against such Final Judgment have been satisfied or will be satisfied out of the recovery.

7.9 Special Procedures for Minors and Heirs. The special procedures set forth in article 8 of these PI TDP shall apply to PI Claimants who are minors under applicable law and elect, subject to the terms hereof, to liquidate their PI Claims by commencing a lawsuit in the tort system. Any person seeking a Distribution from the PI Trust in the capacity of an heir must provide the Heirship Declaration.

ARTICLE 8

DISTRIBUTIONS FOR THE BENEFIT OF MINORS

8.1 Procedures Regarding Distributions to or for the Benefit of Minor Claimants. The following procedures apply to any PI Claimant who is a minor under applicable law (a "**Minor**

Claimant”) for so long as the PI Claimant remains a minor under applicable law. These procedures apply regardless of whether the Minor Claimant’s Proxy (as defined below) elects to have the PI Claim liquidated under these PI TDP or to pursue the claim in the tort system.

8.2 Actions by Proxy of Minor Claimant.

(a) A Minor Claimant’s custodial parent, his/her legal guardian under applicable law (a “**Guardian**”), or an adult providing custody and care to the minor (any of the foregoing acting on behalf of the Minor Claimant, the “**Proxy**” is authorized to make submissions on behalf of the Minor Claimant under the PI TDP, subject to section 8.2(b) below.

(b) The Proxy shall be responsible for submitting, on behalf of such Minor Claimant, all required forms under the PI TDP, including the proof of claim form, as well as any evidence required by the PI Trust to support the proof of claim form, and any other documentation required or requested pursuant to the PI TDP.

(c) The Proxy is authorized to take, on behalf of a Minor Claimant, all actions under the PI TDP that the Minor Claimant would be authorized to take if such Minor Claimant were an adult, other than receiving distributions from the PI Trust (unless so authorized by section 8.6 below). These actions include, where permitted, making an opt-out or, if the Minor Claimant is a PI Claimant, making a payment election or requesting an appeal pursuant to the PI TDP.

8.3 Establishing Proxy of a Minor Claimant.

(a) Any purported Proxy making a submission to the PI Trust on behalf of a Minor Claimant shall include along with such submission documentation of his/her authority to act on behalf of the Minor Claimant, consisting of the following:

(i) If the purported Proxy is the Guardian of the Minor Claimant, then the court order appointing that Proxy as Guardian, or other documents reasonably acceptable to the PI Trust as sufficient under applicable law to evidence the guardianship.

(ii) If the purported Proxy is the custodial parent of the Minor Claimant, then a statement under penalty of perjury that such Proxy is the custodial parent of the Minor Claimant.

(iii) If the purported Proxy is neither the Guardian nor custodial parent of the Minor Claimant, then a statement under penalty of perjury by the purported Proxy that he/she is providing custody and care to the Minor Claimant, stating for how long he/she has been providing such care and custody, explaining his/her relationship to the Minor Claimant and the circumstances around the provision of care and custody, as well as a statement and/or records from one or more of the following in support of his/her statement under penalty of perjury:

(A) Minor Claimant’s school;

- (B) Purported Proxy's landlord or property manager;
- (C) Minor Claimant's health provider;
- (D) Minor Claimant's child care provider;
- (E) Purported Proxy's placement agency;
- (F) Governmental social services agency;
- (G) Indian tribe officials; or
- (H) Purported Proxy's Employer.

(iv) Whether the purported Proxy is a Guardian, custodial parent, or neither, the PI Trust may require additional corroborating evidence at his discretion, including in the event that instructions are received from more than one purported Proxy for the same Minor Claimant.

8.4 Distributions to Minor Claimants.

(a) When the PI Trust has determined the final distributable amount on a Minor Claimant's claim, it will send notice of such final amount to the Minor Claimant's Proxy and counsel (if known). Such notice will include a letter inviting the Proxy to discuss how the distributable amount was determined, and the PI Trust will take reasonable steps to ensure that the Proxy understands how such amount was determined.

(b) Any distributions owing to a Minor Claimant that are ready for issuance by the PI Trust at a time when the Minor Claimant is still a minor under applicable law shall be (i) used to pay the individual attorneys' fees of the Minor Claimant pursuant to section 8.5 below and (ii) with respect to the remainder, paid into an interest-bearing sub-fund of the PI Trust (the "**Minor Claimants Account**"), held there for the sole benefit of the Minor Claimant, and invested in a U.S. governmental money-market fund until such funds are distributed pursuant to section 8.6 below or until the Minor Claimant becomes an adult under applicable law (the "**Adult Distribution Date**"), at which time the amount then held in such account (including interest earned) shall be paid directly to such PI Claimant.

(c) Pending distributions for all Minor Claimants may be held in the same sub-fund.

8.5 Payments of attorneys' fees.

(a) Within a reasonable period following receipt of notice of the final distributable amount on Minor Claimant's PI Claim, and using forms to be provided by the Trust, the Minor Claimant's counsel shall submit to the Trust, with a copy to the Proxy, a request for payment of legal fees and expenses from the Minor's recovery.

(b) It is the Minor Claimant's attorney's duty to comply with all ethical and legal rules respecting such legal fees and expenses, and the PI Trust is permitted to rely upon such representation in issuing payments in respect of such fees and expenses.

(c) Absent objection from the Proxy with respect to such asserted fees and expenses, the PI Trust shall remit payment to the Minor Claimant's attorney in accordance with the latter's request.

8.6 Early Distributions.

(a) Funds held in the Minor Claimants Account for a Minor Claimant may be released prior to the Adult Distribution Date only pursuant to (a) an order of a U.S. court of general jurisdiction in the Minor Claimant's state of residence, or (b) an order entered by the U.S Bankruptcy Court for the District of Delaware.

MNK PI TDP EXHIBIT A

SAMPLE CLAIM FORM FOR NON-NAS PI TRUST DISTRIBUTION PROCEDURES

This proof of claim form (“**Claim Form**”) must be completed by each PI Claimant seeking an Award from the Mallinckrodt Opioid Personal Injury Trust (the “**PI Trust**”) on a Non-NAS PI Claim.¹⁴

FAILURE TO SUBMIT THIS CLAIM FORM AS PROVIDED IN THE PI TDP MAY CAUSE THE PI CLAIM TO BE DEEMED NON-COMPENSABLE UNDER THE PI TDP.

Instructions:

If you hold multiple PI Claims against the Debtors on account of injuries to more than one opioid user, then fill out one Claim Form for each of those PI Claims. If you hold multiple PI Claims on account of multiple injuries to the same opioid user, then fill out only one Claim Form. One Claim Form submitted for a PI Claim shall be deemed to be a Claim Form in respect of that PI Claim and also any PI Claims against a Released Person or Shareholder Released Person that are associated with that PI Claim.

Follow the instructions of each section carefully to ensure that your Claim Form is submitted correctly. If any section does not pertain to your claim, leave it blank. Except as otherwise indicated, all words shall be given their ordinary, dictionary meaning. Submitting this Claim Form does not guarantee that you will receive payment from the PI Trust. Whether you will receive payment depends on whether you provide the required submissions, as set forth in the PI TDP and whether your claim meets the eligibility requirements set forth in the PI TDP.

This Claim Form allows you to choose to “opt out” of the streamlined, expedited PI TDP liquidation process with respect to any PI Claim against one or more of the Debtors, and instead pursue that PI Claim in the tort system by filing a lawsuit against the PI Trust at your own expense. You may litigate in court only with respect to a PI Claim held against one or more Debtors, and may not litigate other PI Claims. **If you select the “opt out” option, you will not be eligible to receive an award based on the liquidation provisions of the TDP.**

Furthermore, you will not be allowed to opt back in to the PI TDP if your lawsuit is unsuccessful in the tort system. Any final judgment you obtain in the tort system against the PI Trust will be subject to reduction pursuant to the “opt out” procedures set forth in the PI TDP.

A CLAIMANT MAY OPT OUT ONLY BY CHECKING THE “OPT OUT” BOX AND SUBMITTING THIS CLAIM FORM. FAILURE TO SUBMIT THIS CLAIM FORM TO THE PI TRUST DOES NOT CONSTITUTE OPTING OUT OF HAVING A PI CLAIM LIQUIDATED UNDER THE PI TDP. If you choose to “Opt Out” and litigate your claim in the

¹⁴ Capitalized terms used but not defined herein have the meanings ascribed to them in the Mallinckrodt Opioid Personal Injury Non-NAS Trust Distribution Procedures (“**PI TDP**”) or, if not defined therein, then the meanings ascribed to them in the Plan.

tort system, the PI Trust will be able to raise any available defenses to your claim, including any defenses based on whether your claim was timely filed under the applicable statute of limitations.

Each PI Claimant is responsible for satisfying any liens that health insurance companies, government entities (including Medicare and Medicaid), or any other third party may have against any Award that may be issued by the PI Trust. By submitting this Claim Form and choosing to liquidate your Claim under the PI TDP, you understand that the PI Trust may enter into a lien resolution program (“LRP”) and, if the PI TDP does enter into a LRP, you are deemed to consent to the LRP and the PI Trust’s release of information provided in connection with your PI Claim as required under the LRP to identify any liens that may be asserted against an Award based on the PI. If any liens are identified against your Award, the PI Trust may reduce your Award by the amount required to satisfy the lien(s).

Claim Form Submission: You may submit this completed Claim Form online at mnkpitrust.com or by mailing it to MNK PI Trust, 501 Riverchase Parkway East, Suite 100, Hoover, Alabama, 35244.

PART ONE: PERSONAL INFORMATION OF PI CLAIMANT

(All Claimants must complete this Part)

Please fill out only **one** of the following sections (Section 1.A or 1.B).

- If you hold a PI Claim arising from your own use of opioids (or if such holder is alive and you are completing this form as his/her representative), fill out Section 1A.
- If you hold a PI Claim due to use of opioids by a deceased person (or you are completing this form on behalf of such a holder as his/her representative), fill out Section 1.B.

Section 1.A: If you hold a PI Claim arising from your own use of opioids (or if such holder is alive and you are completing this form as his/her representative), then the term “Claimant” in this Claim Form refers to the person who used opioids, whether that is you or the person you represent. Please fill out the information below:

Claimant’s Name:

Claimant’s Date of Birth:

Claimant’s Address:

Claimant’s Social Security Number (or Taxpayer ID or Social Insurance Number (Canada)):

Representative Name (if applicable):

Legal Authority for Representative (if applicable):
(e.g., POA, Legal Guardian, Conservator):

Section 1.B: If you are filing a PI Claim for a deceased person with a claim due to the deceased person's use of opioids, or you are completing this form as the representative of an individual with a claim for a deceased person's use of opioids, please fill out the information below:

Name of Deceased Person Who Used Opioids:

Date of Birth of Deceased Person Who Used Opioids:

Date of Death:

Cause of Death:

Social Security Number (or Taxpayer ID or Social Insurance Number (Canada)) of Person Who Used Opioids:

Name of Claimant Filing Claim on behalf of the Person Who Used Opioids:

Claimant's Address:

Claimant's Relationship to Person Who Used Opioids:
(i.e., parent, sibling, child, spouse, etc.)

Representative Name (if applicable):

Legal Authority for Representative (if applicable):
(e.g., POA, Legal Guardian, Conservator):

If a Court has appointed you as Executor, Administrator or Personal Representative of the Deceased Person's Estate, then submit the Court Order so appointing you along with your Claim Form. If a Court has not appointed you as Executor, Administrator, or Personal Representative of the Deceased Person's Estate, then also execute and submit the appropriate Heirship Declaration attached.

PART TWO: "OPT OUT" OF THE PI TDP LIQUIDATION PROCEDURES

(Complete this part only if you elect to "Opt Out" of the PI TDP liquidation procedures and file a lawsuit to liquidate your claim in the tort system. If you choose to have your claim evaluated under the PI TDP liquidation procedures, skip this Part Two).

If you would like to forfeit all rights to have your PI Claims liquidated under the PI TDP and instead to pursue your PI Claim by filing a lawsuit against the PI Trust in court at your own expense, check the following box. **If you “opt out,” you will not be eligible to receive an Award from the PI Trust based upon the TDP liquidation procedures.**

Mark the following box **only if you elect to “opt out” of the PI TDP liquidation procedures and instead pursue your PI Claim in civil court through the tort system by filing a lawsuit in court at your own expense:**

_____ I elect to Opt-Out of the PI TDP liquidation procedures and pursue my PI Claim by filing a lawsuit against the PI Trust.

Holders of PI Claims who elect to “Opt Out” of the PI TDP must complete only Parts 1, 2 and 10 of this Claim Form.

PART THREE: PRESCRIBED MEDICATIONS
(If you selected “Opt Out,” skip this Part Three).

Section 3: Identify the Qualifying Opioids that the opioid user who is the subject of this PI Claim was prescribed. *Include evidence of the prescriptions when submitting this Claim Form.*

		Date of First Prescription:	Date of Last Prescription:	Length of Use (in months):
Roxicodone	<input type="checkbox"/>			
Exalgo	<input type="checkbox"/>			
Methadose	<input type="checkbox"/>			
Anexsia	<input type="checkbox"/>			
Mallinckrodt / SpecGx Generic (name)	<input type="checkbox"/>			

PART FOUR: OPIOID USER AND OPIOID CLAIMANT INJURIES
(If you selected “Opt Out,” skip this Part Four).

WARNING: IF YOU DO NOT CHECK ANY INJURIES ON THIS LIST OTHER THAN JAIL, THEN YOUR PI CLAIMS WILL BE DISALLOWED AND YOU WILL RECEIVE NO RECOVERY

Section 4:

Please mark all that are applicable to your claim.

___ ADDICTION

___ OPIOID USE DISORDER

___ WITHDRAWALS

___ OVERDOSE

___ JAIL

___ REHAB

Please enter the earliest date of injury for any injuries checked above: _____

PART FIVE: TIERING AND LEVEL DESIGNATION

(If you selected “Opt Out”, skip this Part Five).

Section 5.A: In this section, please check the tier that applies to your PI Claim. Please refer to the PI TDP for full definitions and qualifying criteria.

_____ **Tier 1:** You can demonstrate use of a Qualifying Opioid for 6 months or more (does not have to be consecutive use).

_____ **Tier 2** You can demonstrate use of a Qualifying Opioid for less than 6 months and otherwise do not meet the criteria of Tier 1.

Section 5.B: If you selected **Tier 1** above, please mark the designation that applies to your PI Claim. IF BOTH BASE PAYMENT AND LEVEL A APPLY TO YOU, CHOOSE LEVEL A. Please refer to the PI TDP for full definitions and qualifying criteria.

_____ Level A: You can demonstrate death caused by an opioid (e.g., death caused by overdose or withdrawal).

_____ Base Payment: You can demonstrate use of a Qualifying Opioid for 6 months or more.

PART SIX: MEDICAL LIENS

(If you selected “Opt Out,” skip this Part Six).

Section 6.A: Did any insurance company pay for medical treatment for the opioid-related injuries that gave rise to your PI Claim?

Yes:

No:

Section 6.B: In the last 20 years, was the opioid user who is the subject of your claim eligible for coverage by any of the following, or did any of the following actually pay for his/her opioid-related health costs?

Respond by writing “Yes” or “No” next to each insurance provider name, and provide the requested information as to each. If any insurance carrier who provided coverage to the opioid user is not identified, please fill in that carrier’s information at the bottom of the chart.

Type of Insurance:	Yes/No	Street Address:	Phone Number	Policy Number (if any)	Policy Holder	Dates of Coverage
Medicare						
Medicaid						
Tricare						
VA						

Champus						
Private (name below:						

PART SEVEN: SIGNATURE (You must complete this Part Seven regardless of your elections above)

This Claim form must be signed by the Injured Party or the Injured Party's Personal Representative.

Name of person who is signing this form: _____
E-mail address of person who is signing this form: _____
Phone Number of person who is signing this form: _____

I am including the evidence requested above in my submission of this form: ☐

I declare under penalty of perjury that the representations made and the information provided on this Claim Form are true, correct and complete to the best of my knowledge.

Signature of Non-NAS PI Claimant (or signature of Representative Completing this Form for a Non-NAS PI Claimant)

This page intentionally left blank.

MNK PI TDP EXHIBIT B

[SAMPLE]
HIPAA RELEASE FORM FOR
NON-NAS PI TRUST DISTRIBUTION PROCEDURES

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Claimant Name:

Date:

Date of Birth:

Soc. Sec. No.

1. The following individuals or organizations are authorized to disclose my health records to the parties specified below in section #4:

(Note: Please list the names of your medical care providers and your health insurance providers that may have records relevant to the resolution of your PI Claim. If you are unsure of the exact legal name of your medical providers and health insurance providers, you can leave this blank, and we will complete it for you with the understanding that you authorize all relevant parties):

2. The type and amount of information to be used or discloses is as follows:

The entire record, including but not limited to: any and all medical records, mental health records, psychological records, psychiatric records, problem lists, medication lists, lists of allergies, immunization records, history and physicals, discharge summaries, laboratory results, x-ray and imaging reports, medical images of any kind, video tapes, photographs, consultation reports, correspondence, itemized invoices and billing information, and information pertaining to Medicaid or Medicare eligibility and all payments made by those agencies, for the following dates:

Dates of Services - From: _____ To: _____

(Note: List the date range for which the medical providers and insurance companies above may have records relevant to the resolution of your PI Claim. If you are unsure of the exact dates, then leave this blank, and we will complete this section for you with the understanding that you authorize all relevant date ranges).

3. I understand that the information in my health records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human

immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, as well as treatment for alcohol and drug abuse.

4. The health information may be disclosed to and used by the following individual and/or organization:

[fill in name of entity]

5. I understand I have the right to revoke this authorization at any time. I understand if I revoke this authorization, I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire 10 years after the date that I sign it.
6. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization and forego a recovery under the Mallinckrodt Opioid Non-NAS Personal Injury Trust Distribution Procedures. I understand that no organization may condition treatment, payment, enrollment, or eligibility for benefits on my signing of this authorization. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 1634.524. I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules or HIPAA. If I have questions about disclosure of my health information, I can contact the parties listed above in section #4.

Patient or Legal Representative

Date

Relationship to Patient (If signed by Legal Representative)

MNK PI TDP EXHIBIT C

[SAMPLE]

**HEIRSHIP DECLARATIONS FOR
MALLINCKRODT OPIOID NON-NAS PI TRUST DISTRIBUTION PROCEDURES**

SD-1	SWORN DECLARATION: SIGNATORY IS EXECUTOR UNDER DECEDENT'S LAST WILL AND TESTAMENT
You are required to complete this declaration if you hold a PI Claim ¹⁵ (and thus are a “ PI Claimant ”) regarding the opioid-related death of another person (the “ Decedent ”), and you have not been appointed with the authority to act on behalf of the Decedent because no probate or estate proceeding has been commenced, but you have been named as executor or executrix (or comparable position under applicable state law) under the Last will and Testament of the Decedent.	

I. Decedent Information			
Name:	First Name	Middle Initial	Last Name
Social Security Number:		Date of Death:	
Residence/Legal Domicile Address at Time of Death	Street		
	City	State	Zip Code

II. PI Claimant Information			
Your Name	First Name	Middle Initial	Last Name
Your Social Security Number			
Your Address	Street		
	City	State	Zip Code
Your Relationship to Decedent			
Basis of Your Authority to Act for the Decedent			
List here and attach copies of all document(s) evidencing the basis for your authority	1. Last Will and Testament of _____, dated _____. 2.		

¹⁵ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

III. Heirs and Beneficiaries of Decedent (Attach additional sheets if needed)			
Use the space below to identify the name and address of all persons who may have a legal right to share in any settlement payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the settlement, or the reason they cannot be notified.			
	Name:	Information:	
1.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
2.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
3.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
4.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
5.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:

IV. PI CLAIMANT CERTIFICATION
<p>This Sworn Declaration is an official document for submission to the PI Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:</p> <p>(a) I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the PI TDP, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.</p> <p>(b) I will abide by all substantive laws of the Decedent's last state of domicile concerning the compromise and distribution of any monetary award to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.</p> <p>(c) No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.</p>

(d) The copy of the Last Will and Testament provided by me is the Last Will and Testament of the Decedent.

(e) No application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator because state law does not require it.

(f) I will notify the PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.

(g) I am not aware of any objections to my appointment and service as the PI Claimant on behalf of the Decedent and his or her estate, heirs, and beneficiaries.

(h) No person notified under Section III objects to my serving as the PI Claimant and taking such steps as required by the PI TDP to resolve all claims related to the Decedent's prescription and/or use of Mallinckrodt opioids. The persons named in Section III are all of the persons who may have a legal right to share in any settlement payment issued in respect of the injuries of the Decedent.

(g) I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of the settlement of a survival or wrongful death claim to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.

(h) I will indemnify and hold harmless the PI Trust and its agents and representatives, from any and all claims, demands, or expenses of any kind arising out distributions from the PI Trust on account of injuries of the Decedent.

The information I have provided in this Declaration is true and correct. I understand that the PI Trust and Court will rely on this Declaration, and false statements or claims made in connection with this Declaration may result in fines, imprisonment, and/or any other remedy available by law.

V. PI Claimant Signature

Signature:

Date:

SD-2	<p align="center">SWORN DECLARATION: DECEDENT DID NOT LEAVE A LAST WILL AND TESTAMENT</p>
<p>You are required to complete this declaration if you hold a PI Claim¹⁶ (and thus are a “PI Claimant”) regarding the opioid-related death of another person (the “Decedent”), and you have not been appointed with the authority to act on behalf of the Decedent because the Decedent Claimant died without a Will and no probate or estate proceeding has been opened.</p>	

I. Decedent Information			
Name:	First Name	Middle Initial	Last Name
Social Security Number:		Date of Death:	
Residence/Legal Domicile Address at Time of Death	Street		
	City	State	Zip Code

II. PI Claimant Information			
Your Name	First Name	Middle Initial	Last Name
Your Social Security Number			
Your Address	Street		
	City	State	Zip Code
Your Relationship to Decedent			
Basis of Your Authority to Act for the Decedent			
List here and attach copies of all document(s) evidencing the basis for your authority	<p>1. A copy of the intestate statute of the state or domicile of the Deceased Claimant at the time of his or her death.</p> <p>2.</p>		

¹⁶ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

III. Heirs and Beneficiaries of Decedent (Attach additional sheets if needed)			
Use the space below to identify the name and address of all persons who may have a legal right to share in any settlement payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the settlement, or the reason they cannot be notified.			
	Name:	Information:	
1.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
2.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
3.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
4.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
5.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:

IV. PI CLAIMANT CERTIFICATION
This Sworn Declaration is an official document for submission to the PI Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:

- (a) I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the PI TDP, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.
- (b) I will abide by all substantive laws of the Decedent's last state of domicile concerning the compromise and distribution of any monetary award to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.
- (c) No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
- (d) There is no known last will and testament of the Decedent and no application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator.
- (e) I will notify the PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- (f) I am not aware of any objections to my appointment and service as the PI Claimant on behalf of the Decedent and his or her estate, heirs, and beneficiaries.
- (g) No person notified under Section III objects to my serving as the PI Claimant and taking such steps as required by the PI TDP to resolve all claims related to the Decedent's prescription and/or use of Mallinckrodt opioids. The persons named in Section III are all of the persons who may have a legal right to share in any settlement payment issued in respect of the injuries of the Decedent.
- (h) I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of the settlement of a survival or wrongful death claim to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.
- (i) I will indemnify and hold harmless the PI Trust and its agents and representatives, from any and all claims, demands, or expenses of any kind arising out distributions from the PI trust on account of injuries of the Decedent.

The information I have provided in this Declaration is true and correct. I understand that the PI Trust and Court will rely on this Declaration, and false statements or claims made in connection with this Declaration may result in fines, imprisonment, and/or any other remedy available by law.

V. PI Claimant Signature

Signature:		Date:	
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MNK TDP EXHIBIT D
MALLINCKRODT OPIOID PERSONAL INJURY TRUST
NON-NAS PI CLAIM RELEASE

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE.

PI Claimant's Name: _____

PI Claimant's Social Security Number: _____

Law Firm (if represented by counsel): _____

If the PI Claimant or personal representative filed a lawsuit against Mallinckrodt for opioid-related injuries and PI Claimant's spouse is a party to the lawsuit, please provide the following additional information:

Name of PI Claimant's Spouse: _____

Liquidated Value of Claim: \$ _____ (subject to deductions set forth in the PI TDP)

The Mallinckrodt Opioid Personal Injury Trust (the "**Trust**"), and the undersigned PI Claimant or "**Personal Representative**"¹⁷ (either being referred to herein as "**Releasor**"), agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned to them 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*, dated as of February 18, 2022 (as it may be amended or modified, the "**Plan**"), confirmed by order of the United States Bankruptcy Court for the District of Delaware entered on March 2, 2022 [Docket No. 6660], or the Mallinckrodt Opioid Personal Injury Non-NAS Trust Distribution Procedures (as may be amended from time to time, the "**PI TDP**"), which are incorporated into this Non-NAS PI Claim Release ("**Release**") by reference.

2. Releasor has filed a claim against the Trust (the "**Claim**"). The Trust has reviewed the Claim to determine whether it is compensable under the terms of the TDP. The Trust has offered an Award to the PI Claimant for the Claim in the liquidated value set forth above. The Award shall be paid subject to any deductions required as set forth in the PI TDP. Releasor has decided to accept the offer and enter into this Release.

3. The amount of the Award to Releasor under this Release (the "**Payment Amount**") has been calculated in accordance with the PI TDP. The Point Value may be adjusted from time to time as provided in the TDP. Releasor acknowledges that the Trust cannot provide any assurance of the level of the Point Value that will apply to the liquidated value of the Claim. Releasor acknowledges that the Point Value are based on estimates that change over time, and that other claimants may have in the past received, or may in the future receive, a smaller or larger valuation of their claims than the Releasor. Releasor further

¹⁷ The "Personal Representative" is the person who under applicable state law or legal documentation has the authority to represent the PI Claimant, the PI Claimant's estate or the PI Claimant's heirs.

acknowledges that, other than as specifically set forth in the PI TDP, the fact that claimants have in the past been paid, or may in the future be paid, a smaller or larger valuation of their claims shall not entitle the Releasor to any additional compensation from the Trust. Should the Point Value be increased subsequent to the payment of the Payment Amount under this Release, Releasor shall be entitled to supplemental payments as provided in section 4.5 of the PI TDP. Subject to the payment provisions set forth in the PI TDP, the Trust will mail or electronically transfer to Releasor (or Releasor's counsel) the Payment Amount. This Release shall be effective upon receipt by Releasor (or Releasor's counsel) of the Payment Amount.

4. In consideration for the agreements described herein and other good and valuable consideration, Releasor hereby fully releases (i) the Trust, (ii) the current and former Trustee and the Delaware Trustee of the Trust, (iii) the Trust Advisory Committee of the Trust, (iv) the Future Claimants' Representative of the Trust, (v) each of the current and former directors, members, officers, agents, consultants, advisors, employees, attorneys, predecessors, successors and assigns of any of the parties set forth in items (i) through (iv), and (vi) any and all persons or organizations who are entitled to benefit from the injunctions entered pursuant to the Plan (the parties set forth in (i) through (vi) each, a **"Releasee"** and collectively, **"Releasees"**) from any and all PI Claims, whether such claims are known or unknown, suspected or unsuspected, concealed or hidden, accrued or not accrued. This Release provides a release only with respect to PI Claims (as such term is defined in the Plan) released hereunder, and no other claims Releasor may have against any Releasee are released hereby.

5. Releasor expressly covenants and agrees forever to refrain from bringing any suit or proceeding, at law or in equity, against Releasees with respect to any Opioid Claim released hereby.

6. In the event of a verdict against others, any judgment entered on the verdict that takes into account the status of the Trust as a party legally responsible for a joint tortfeasor who is legally responsible for the PI Claimant's injuries shall be reduced by no more than the total and actual amount paid as consideration under this Release or such lesser amount as allowed by law.

7. The Releasor (1) represents that no judgment debtor has satisfied in full the Releasees' liability with respect to the PI Claimant's PI Claim as the result of a judgment entered in the tort system and (2) upon information and belief, represents that the Releasor has not entered into a release (other than this Release) that discharges or releases the Releasees' liability to the Releasor with respect to the PI Claimant's PI Claim.

8. Releasor agrees that this Release is to be effective not only on behalf of the PI Claimant but also for the PI Claimant's estate, spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns and for any other person or entity asserting any PI Claim based in whole or in part on any opioid-related injury allegedly suffered by the PI Claimant; provided, however, that this Release does not release claims (including PI Claims) for opioid-related injuries suffered by the PI Claimant's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns, or any other person, because of such person's personal use of opioids.

9. Releasor agrees that this is a compromise of disputed claims and that the payment of the consideration for this Release is not to be considered an admission of liability on the part of any person or entity released hereby. It is further understood that this Release is not intended to relinquish any claim Releasees may have against any party or Releasor has against any party that is not a Releasee. The parties further agree that this Release shall not be admissible in any suit or proceeding whatsoever as evidence, except to enforce this Release, nor shall it be an admission of any liability.

10. Releasor, on behalf of the PI Claimant and the PI Claimant's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns, agrees to indemnify and hold

harmless Releasees from any further payment of liabilities, debts, liens, charges, costs and/or expenses of any character (including reasonable attorneys' fees and costs) arising out of any and all opioid-related claims by or on behalf of the PI Claimant and the PI Claimant's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns up to the full extent of the compensation paid or to be paid by the Trust to Releasor on account of the Claim (excluding attorneys' fees and costs); provided, however, that this indemnification and hold harmless obligation shall not apply to claims for (i) subsequently arising claim based on death to the extent such claims are not released pursuant to paragraph 4 of this Release and (ii) opioid-related injuries suffered directly by PI Claimant's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns, or any other person, because of such person's (as opposed to PI Claimant's) personal exposure to opioids to the extent such claims are not released pursuant to paragraph 8 of this Release.

11. Releasor represents and warrants that all Valid Liens¹⁸, subrogation and reimbursement claims, including any obligations owing or potentially owing under MMSEA¹⁹, relating to benefits paid to or on account of the PI Claimant in connection with, or relating to, the Claim have been resolved or will be resolved from the net proceeds of the settlement payment to the Releasor under this Release or from other funds or proceeds to the extent permitted under applicable lien settlement agreements or under applicable law. Upon request by the Trust, Releasor shall promptly provide the Trust with documentation evidencing Releasor's compliance with the certification in the foregoing sentence. It is further agreed and understood that no Releasee shall have any liability to the Releasor or any other person or entity in connection with such liens or reimbursement claims and that the Releasor will indemnify and hold the Releasees harmless from any and all such alleged liability as provided in the following sentence. The Releasor will indemnify and hold the Releasees harmless, to the extent of the amount of payment hereunder, excluding attorney's fees and costs, from any and all liability arising from subrogation, indemnity or contribution claims related to the PI Claim released herein and from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation or contract related to the PI Claim released herein.

12. Releasor acknowledges that the Trust and the Protected Parties are the beneficiaries of the Claimant's certification pursuant to paragraph 11. In addition, the Releasor consents to the Trust's disclosure of information concerning the Claim as necessary for the Trust to comply with any lien resolution program or other obligation of the Trust with respect to liens that may be asserted against an Award based on an Allowed PI Claim. Such disclosure may include providing information about the Claim and payment of the Claim, including (1) the names, contact information, and Social Security numbers or Tax Identification numbers of the Releasor and the PI Claimant; (2) the PI Claimant's opioid-related injuries, date of birth, date of death, and dates regarding use of opioid products, diagnoses of an Opioid Use Disorder, and treatment regarding such opioid use; and (3) any other information needed to satisfy any obligations concerning such liens to the entity or agent charged with responsibility for monitoring, assessing, or receiving reports or payments in connection with such lien, (b) any third party retained by the Trust to assist the Trust in complying with any lien resolution program or reporting obligations, and (c) any person designated as a Protected Party under the Plan and for which the Trust is obligated to act as a reporting agent pursuant to any lien resolution or reporting obligations.

13. It is further agreed and understood that if the Releasor has filed a civil action against the Trust or the Debtor related to an opioid personal injury claim, the Releasor shall dismiss such civil action and obtain

¹⁸ A "Valid Lien" is a lien that is permitted by applicable law and with respect to which the lien holder has taken all steps necessary under the terms of the document creating the lien and under applicable law to perfect the lien.

¹⁹ "MMSEA" means 42 U.S.C. §1395y *et seq.* and related statutes, rules, regulations, or guidance in connection therewith, or relating thereto, including the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P. L. 110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or relating thereto.

the entry of an order of dismissal with prejudice with respect to any PI Claim released herein no later than 30 days after the date hereof.

14. This Release contains the entire agreement between the parties and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof except, if applicable, for the provisions of the TDP.

15. Releasor agrees that the law of the State of Delaware shall govern the construction of this Release notwithstanding any application of choice of law analysis. Releasor expressly authorizes the Trust to make payment under the terms of this Release to Releasor's counsel (if any) as agent for the Releasor.

16. Releasor further states that he or she is of legal age, with no mental disability of any kind, and is fully and completely competent to execute this Release on his or her own behalf and/or in his or her capacities as specified herein. Releasor further states that he or she knows the contents, as well as the effect, of this Release. Releasor further acknowledges that he or she executed this instrument after consultation with his or her attorney or the opportunity to consult with an attorney of his or her choice.

17. TO ENSURE THE ENFORCEMENT OF THIS RELEASE FULLY IN ACCORDANCE WITH THE TERMS HEREOF, INCLUDING BUT NOT LIMITED TO PARAGRAPH 4 HEREOF, RELEASOR HEREBY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND UNDER ANY OTHER FEDERAL OR STATE LAW OF SIMILAR EFFECT. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." IF REPRESENTED BY AN ATTORNEY, RELEASOR ACKNOWLEDGES THAT HE OR SHE HAS BEEN ADVISED BY HIS OR HER ATTORNEY(S) CONCERNING, AND IS FAMILIAR WITH, THE EFFECT OF THIS WAIVER. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THAT THIS WAIVER PREVENTS RELEASOR FROM MAKING ANY CLAIM AGAINST RELEASEES FOR ADDITIONAL DAMAGES EXCEPT AS SPECIFICALLY PROVIDED HEREIN. RELEASOR ACKNOWLEDGES THAT HE OR SHE INTENDS THESE CONSEQUENCES.

18. If any provision or part of any provision of this Release is determined to be void and unenforceable by a court of competent jurisdiction, the remainder of this Release shall remain valid and enforceable to the extent that Releasees' purpose for obtaining this Release can be realized.

19. Releasor acknowledges that the Trust's obligation to pay the Releasor is not triggered until the Trust receives the executed Release from Releasor.

20. Releasor acknowledges that pursuant to Article IV.X.8 of the TDP, 5% of each Distribution made by the Trust will be paid to the Common Benefit Escrow and then, upon its establishment, directly to the Common Benefit Fund, on a periodic schedule. To the extent a Holder of a PI Claim has retained, or is a member of a group of Holders that has retained, separate counsel through an individual contingency fee arrangement, the amount payable from such Holder's Distributions under this § 5.3(g)(iv) shall be deducted from any contingency fees and/or costs, in accordance with the Common Benefit Fund, owed to such separate counsel. If the order establishing the Common Benefit Fund provides for the reimbursement of attorneys' costs, a portion of the Common Benefit Fund assessment (up to 40% of the amount payable under Article IV.X.8 of the Plan may be applied to the reimbursement of actual costs and expenses incurred by such Holder's counsel, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel.

MEDICARE SECONDARY PAYER CERTIFICATION

Pursuant to paragraph 12 of the Release, Releasor hereby represents and certifies to the Trust that, in respect of the Claim, the Releasor has paid or will provide for the payment and/or resolution of any obligations owing or potentially owing under MMSEA in connection with, or relating to, the Claim.

CERTIFICATION

The undersigned hereby (i) agrees to the terms of this Release, (ii) unconditionally and expressly warrants that the person executing this Release on behalf of any other person has full authority to do so on such person's behalf in all respects, (iii) certifies that the information that has been provided to support the Claim, is accurate according to my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, and (iv) declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed on this ____ day of _____, 20____

Signature of PI Claimant or Personal Representative

Name of Personal Representative (if applicable): _____

EXHIBIT B

NAS PI TDP

Attached

MALLINCKRODT OPIOID PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES FOR NAS PI CLAIMS

These Mallinckrodt Opioid Personal Injury NAS Trust Distribution Procedures (“**NAS PI TDP**”) provide for resolving all NAS PI Opioid Claims (“**NAS PI Claims**”),¹ as defined 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*, dated as of February 18, 2022 and confirmed by the Bankruptcy Court on March 2, 2022 [Docket No. 6660] (as such plan may be amended, modified, or supplemented the “**Plan**”) as provided in and required by the Plan and the Mallinckrodt Opioid Personal Injury Trust Agreement (“**Trust Agreement**”). The Plan and the Trust Agreement establish the Mallinckrodt Opioid Personal Injury Trust (“**PI Trust**”). The trustee of the PI Trust (“**Trustee**”) shall implement and administer these NAS PI TDP in accordance with the Trust Agreement. Holders of NAS PI Claims are referred to herein as “**NAS PI Claimants**.”²

ARTICLE 1

INTRODUCTION

1.1 Purpose of the NAS PI TDP. The goal of the PI Trust is to treat all present and future claims equitably and in accordance with the requirements of the Plan and the Bankruptcy Code. These NAS PI TDP further that goal by setting forth objective, efficient, and fair procedures for processing and paying the Debtors’ several share of the unpaid portion of the liquidated value of NAS PI Claims.

1.2 Funding of the Trust. The PI Trust shall be funded in accordance with the Plan. As set forth in the Trust Agreement, the PI Trust will maintain a separate fund (the “**PI Trust NAS Fund**”) among the PI Trust’s assets to be used to pay the administrative costs, fees, and expenses of the PI Trust on a pro rata basis until the PI Trust NAS Fund is exhausted and to pay Awards to holders of Allowed NAS PI Claims in accordance with these NAS PI TDP.

1.3 Interpretation. Except as may otherwise be provided below, nothing in these NAS PI TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein, if any, to holders of NAS PI Claims shall vest in such holders as of the Effective Date.

ARTICLE 2

NAS PI TDP ADMINISTRATION

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or the PI Trust Agreement.

² The term “**NAS PI Claimant**” includes each person holding a NAS PI Claim arising from his/her own intrauterine opioid exposure or the parent, guardian or other representative of such person.

2.1 Claims Processor and Other Agents. Nothing in these NAS PI TDP shall preclude the PI Trust from contracting with a third party to provide claims-processing, claims-audit, or other services to the PI Trust so long as decisions about the resolution of NAS PI Claims are based on the relevant provisions of these NAS PI TDP, including the evidentiary criteria set forth herein. In accordance with the Trust Agreement, the Trustee may retain additional professionals, agents and consultants to assist in carrying out the duties of the Trust.

2.2 NAS Representative and Future Claimants' Representative. Pursuant to the Plan and the Trust Agreement, the Trustee shall administer the PI Trust and these NAS PI TDP in consultation with the NAS Representative, who represents the interests of holders of present NAS PI Claims, and the Future Claimants' Representative ("**FCR**"), who represents the interests of holders of NAS PI Claims that will be asserted in the future. The duties of the NAS Representative and the FCR with respect to the PI Trust are set forth in the Trust Agreement. The Trustee shall obtain the consent of the NAS Representative and the FCR on any amendments to these NAS PI TDP and on such other matters as are otherwise required below and in the PI Trust Agreement. The initial Trustee, the initial NAS Representative and the initial FCR are identified in the PI Trust Agreement.

2.3 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustee shall provide written notice, which may be provided via email, to the NAS Representative and the FCR of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process or the Consent Process described in the PI Trust Agreement.

ARTICLE 3

OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

3.1 PI Trust Claims Liquidation Procedures.

(a) **Claims Materials.** Within 14 days after the Effective Date or as soon as practicable thereafter, the PI Trust will publish claims materials for all NAS PI Claims.³ The claims materials will include a proof of claim form substantially in the form of **Exhibit A ("Claim Form")**, which shall require a certification by the claimant under penalty of perjury, and instructions for submitting the information and evidence required to establish an Allowed NAS PI Claim eligible to receive payment from the Trust. Additionally, the claims materials shall include (i) a HIPAA release form ("**HIPAA Release**"), substantially in the form of **Exhibit B**, that a NAS PI Claimant must provide if requested by the PI Trust, (ii) an heirship declaration(s) ("**Heirship Declaration**"), substantially in the form of **Exhibit C**, which must be provided by any person seeking a Distribution from the PI Trust in the capacity of an heir, including with respect to a claim for which liquidation in the tort system is elected, and (iii) a form of release ("**NAS PI**

³ The PI Trust will seek to have the claims materials for NAS PI Claims mailed with the notice of Plan confirmation. Additionally, the PI Trust will make the claims materials available on the Trust Website. The Claim Form will state the deadline by which the Claim Form must be returned.

Claim Release”), substantially in the form of **Exhibit D**, which will be issued individually to each NAS PI Claimant when the Trust issues an offer for an Award. The claims materials may be amended by the Trustee with the consent of the NAS Representative and the FCR, so long as any such amendment is consistent with the terms of these NAS PI TDP and the Plan, and does not change the evidentiary criteria.

(b) Determination of Compensability. The PI Trust will receive, process, and resolve NAS PI Claims in accordance with these NAS PI TDP and determine whether they are Allowed and therefore eligible to receive payment from the Trust, or Disallowed and therefore not eligible for payment from the Trust. An “**Allowed NAS PI Claim**” is a claim that provides credible evidence that satisfies (as determined by the PI Trust) the evidentiary criteria set forth below and is otherwise eligible for an offer of payment in accordance with these NAS PI TDP.

(c) Treatment of Disallowed Claims. The PI Trust will not pay Awards to Disallowed Claims.

(i) Because the PI Trust will have limited funds, economic damages are not compensable. Although the Plan channels claims for all types of personal injury damages to the PI Trust, including both economic and non-economic or general damages, these NAS PI TDP compensate only general pain and suffering on account of the NAS Child’s injuries. In no circumstance shall the PI Trust assign any claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys’ fees or costs (including statutory attorneys’ fees and costs).

(ii) The adjudication of a NAS PI Claim, whether under the liquidation procedures of these NAS PI TDP or in the tort system for NAS PI Claimants who opt to liquidate their NAS PI Claims in the tort system, shall be deemed to be an adjudication of that NAS PI Claim and any associated NAS PI Claims of the NAS PI Claimant regarding the same injuries that are the subject of its NAS PI Claim. Any Distribution from the PI Trust on an Award (under the liquidation procedures of these NAS PI TDP) or a Final Judgment (for a NAS PI Claimant who elects to liquidate a claim in the tort system) in respect of such NAS PI Claim, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of such NAS PI Claim and such associated NAS PI Claims.

(iii) No Claim submitted by a co-defendant of the Debtors will be deemed compensable unless and until (1) the co-defendant establishes to the Trust’s satisfaction that the co-defendant has paid and has obtained a release from a NAS PI Claimant for liability of the Debtors that would be an Allowed NAS Claim under these NAS PI TDP, (2) the Trust confirms that it has not previously issued payment to the PI Claimant, and (3) the co-defendant has obtained a release from the PI Claimant in favor of the Trust.

(d) Determination of Awards and Deductions. The PI Trust will liquidate and determine the gross amounts receivable on account of Allowed NAS PI Claims (an

“Award”) in accordance with these NAS PI TDP. Awards will be a gross number before deductions for the common benefit fund in accordance with 4.4(e) below.

3.2 Election to Liquidate Claim in the Tort System.

(a) A NAS PI Claimant who (i) timely submits a Claim Form to the PI Trust and (ii) elects expressly in the Claim Form to liquidate his/her NAS PI Claim in the tort system rather than pursuant to the streamlined procedures set forth in these NAS PI TDP (each, an “**Opt-Out Claimant**”), may assert and liquidate such NAS PI Claim in the tort system at his/her own expense, as set forth in Article 7 below, and shall forfeit all rights to liquidate such NAS PI Claim (and any associated NAS PI Claims regarding the same injuries that are the same subject of its NAS PI Claim) under the streamlined procedures set forth in Articles 4-5 of these NAS PI TDP. The right to litigate in the tort system is available only with respect to NAS PI Claims that meet the definition of “NAS PI Opioid Claim” set forth in the Plan.

(b) **OPTING OUT REQUIRES THE CLAIMANT TO TAKE THE AFFIRMATIVE ACTION OF CHECKING THE “OPT OUT” BOX ON THE CLAIM FORM AND TO TIMELY SUBMIT THE CLAIM FORM TO THE PI TRUST. FAILURE TO CHECK THE “OPT OUT” BOX ON THE CLAIM FORM WILL CONSTITUTE A WAIVER OF THE RIGHT TO OPT OUT OF HAVING THE NAS PI CLAIM PROCESSED AND LIQUIDATED PURSUANT TO THE PROVISIONS OF THESE NAS PI TDP.**

ARTICLE 4

PROCESSING, RESOLUTION, AND PAYMENT OF NAS PI CLAIMS BY THE PI TRUST

4.1 Processing of NAS PI Claims.

(a) As soon as possible after the establishment of the PI Trust, the Trustee shall proceed to have the PI Trust receive, review and liquidate all NAS PI Claims. NAS PI Claims shall be processed based on their place in the FIFO Processing Queue (as defined below) and paid based on their place in the FIFO Payment Queue (as defined below). The Trust shall make every reasonable effort to resolve each year at least that number of PI Claims required to exhaust the applicable Maximum Annual Payment (as that term is defined below).

(b) To process NAS PI Claims under these NAS PI TDP, the PI Trust has the discretion to request additional documentation beyond that required by these NAS PI TDP that is believed to be in the possession of the NAS PI Claimant or his or her authorized agent or lawyer.

(c) The PI Trust will use appropriate technology and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to

ensure a fair and secure claims review and payment process, while not falsely flagging legitimate NAS PI Claims.

(d) The PI Trust may investigate any claim and may request information from any NAS PI Claimant to ensure compliance with the terms outlined in these NAS PI TDP. The PI Trust may request a NAS PI Claimant to execute a HIPAA Release to enable the PI Trust to directly obtain the NAS PI Claimant's medical records for evaluation in accordance with these NAS PI TDP.

(e) The Trustee has the sole discretion, subject to the appeal process set forth herein, to determine a NAS PI Claim is Disallowed, or to reduce or eliminate Awards on NAS PI Claims being liquidated hereunder where the Trustee concludes that there has been a pattern or practice to circumvent full or truthful disclosure of information requested under these NAS PI TDP or by the PI Trust to resolve a NAS PI Claim.

4.2 General Criteria for Allowed NAS PI Claims. To establish an Allowed NAS PI Claim in accordance with these NAS PI TDP, a NAS PI Claimant must satisfy the following criteria:

(a) Complete, sign and submit the Claim Form by the date that is three years from the Effective Date.⁴ As set forth in Section 4.4 below, as a general rule, claims will be processed in the order that they are received.

(b) Demonstrate by Competent Evidence (as defined below) a diagnosis by a licensed medical provider of a medical, physical, cognitive or emotional condition resulting from the NAS Child's intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome ("NAS"). The diagnosis can be made by any licensed medical professional, specifically including physicians, nurses, physician assistants, mental health counselor or therapist, or professional at a rehabilitation center. Only NAS PI Claims based on injuries or facts occurring prior to the filing of your NAS PI Claim Form are eligible for recovery;

(c) If requested by the PI Trust, complete, sign and submit the HIPAA release form(s) substantially in the form attached as Exhibit B; and

(d) If the NAS PI Claim is on behalf of a deceased person, execute and submit the Heirship Declaration substantially in the form attached hereto as Exhibit C.

(e) As a condition to receiving any payment from the PI Trust, a claimant shall be required to execute and submit the NAS PI Claim Release, which will be provided to the NAS PI Claimant when the PI Trust issues an offer for an Award.

4.3 Process to Determine and Adjust the NAS Payment Amount.

⁴ If a NAS PI Claimant checks the box on the Claim Form indicating its election to liquidate its NAS PI Claim in the tort system rather than under the liquidation procedures of these NAS PI TDP, then such NAS PI Claim will not be liquidated hereunder.

(a) **Uncertainty of Debtors' NAS PI Claim Liabilities.** There is inherent uncertainty regarding the Debtors' total NAS PI Claim liabilities, which means there is inherent uncertainty regarding the amount that any individual holder of an NAS PI Claim will receive. Accordingly, the Trustee must determine and periodically evaluate and adjust the NAS Payment Amount, with the consent of the NAS Representative and the FCR. The Trustee shall undertake such evaluation at such time as he determines in his reasonable discretion or upon the request of the NAS Representative or the FCR.

(b) **Determination and Adjustment of the NAS Payment Amount.**

(i) The Trustee will determine the amount to be paid to each Allowed NAS PI Claim (the "**NAS Payment Amount**"), with the consent of the NAS Representative and the FCR.

(ii) The goal of the PI Trust in determining the NAS Payment Amount shall be to divide available NAS funds equally and allocate as equal gross awards among the Allowed NAS PI Claims all the money available in the PI Trust NAS Fund for distribution to NAS PI Claimants.

(iii) The Trustee must base his or her determination or adjustment of the NAS Payment Amount on current estimates of the number of present and future eligible NAS PI Claims, the value of the assets then available to the PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to treat all Holders of NAS PI Claims in a substantially similar manner. When making these evaluations, the Trustee may rely on the advice of experts and shall exercise common sense and flexibly evaluate all relevant factors. A redetermination may reasonably result in a lower Award for NAS PI Claims that, due to their positions in the FIFO queue, have not yet been paid.

(iv) If a redetermination of the NAS Payment Amount has been proposed in writing by either the Trustee, the NAS Representative, or the FCR but has not yet been adopted, then Awards offered to NAS PI Claimants shall be based upon the lower of the current NAS Payment Amount or the proposed NAS Payment Amount. However, if the proposed NAS Payment Amount was the lower amount but was not subsequently adopted, then Awards offered to NAS PI Claimants shall thereafter receive the difference between the lower proposed NAS Payment Amount and the higher current NAS Payment Amount. Conversely, if the proposed NAS Payment Amount was the higher amount and was subsequently adopted, then Awards offered to NAS PI Claimants shall thereafter receive the difference between the lower current NAS Payment Amount and the higher adopted NAS Payment Amount.

(v) If the Trustee, with the consent of NAS Representative and the FCR, makes a determination to increase the NAS Payment Amount, the Trustee shall make supplemental payments to all NAS PI Claimants, who previously liquidated their claims against the Trust and received payments based on a lower NAS

Payment Amount. The Trustee's obligation to make a supplemental payment to a NAS PI Claimant shall be suspended in the event the payment in question would be less than \$100, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$100. However, the Trustee's obligation shall resume and the Trustee shall pay any such aggregate supplemental payments due the NAS PI Claimant at such time that the total exceeds \$100.

(c) **Determination of the Maximum Annual Payment.** The PI Trust shall create a model of cash flow, expenses, principal and income year-by-year to be paid over the term of the PI Trust NAS Fund. In each year, the PI Trust shall be empowered to pay out to NAS PI Claimants the portion of its funds payable for that year according to the model (the "**Maximum Annual Payment**"). The NAS Payment Amount and the Maximum Annual Payments are based on projections over the lifetime of the PI Trust NAS Fund. If such long-term projections are revised, the NAS Payment Amount may be adjusted accordingly, which will result in a new model of the PI Trust NAS Fund's anticipated cash flow and a new calculation of the Maximum Annual Payment.

(ii) If the PI Trust determines at any time that the present value of the PI Trust NAS Fund's assets is less than the projected present value of its assets for such date, then it will remodel the cash flow year-by-year to be paid over the life of the PI Trust NAS Fund.

(iii) As a further safeguard, the PI Trust's distribution to NAS PI Claimants for the first nine months of a year shall not exceed 85% of the Maximum Annual Payment determined for that year.

4.4 Order of Payments.

(a) **Timing of Payments.**

(i) Payments will be issued on a rolling basis to Allowed PI Claims on a first in, first out ("**FIFO**") basis in accordance with section 4.4(b)(iii). All payments will be subject to the Maximum Annual Payment.

(ii) With the consent of the NAS Representative and the FCR, the Trustee may issue installments or partial distributions to Allowed NAS PI Claims.

(iii) The PI Trust will issue Distributions to minors in accordance with Article 8 below.

(b) **Establishment of the FIFO Processing and Payment Queues.**

(i) The PI Trust shall order NAS PI Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the "**FIFO Processing Queue**").

(ii) The NAS PI Claimant's position in the FIFO Processing Queue shall be determined by the date the claim is filed with the PI Trust. If any NAS PI Claims are filed on the same date, the NAS PI Claimant's position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the condition for which the NAS PI Claim was filed; if any NAS PI Claims are filed and diagnosed on the same date, the NAS PI Claimant's position in the FIFO Processing Queue shall be determined by the NAS PI Claimant's date of birth, with older NAS PI Claimants given priority over younger NAS PI Claimants; provided, however, that if a law firm submits more than 10 NAS PI Claims on the same day, such NAS PI Claims will be randomly assigned a position in the FIFO queue within the parameters of the queue position triggered by the volume of the filing (for example, if a law firm submits 100 NAS PI Claims on the same day, those 100 NAS PI Claims will be randomly assigned a position in the FIFO queue for the first 100 spots following the queue numbering for NAS PI Claims submitted on the preceding day).

(iii) Allowed NAS PI Claims shall be paid in FIFO order based on the date an executed NAS PI Claim Release is received by the PI Trust (the "**FIFO Payment Queue**"). If executed NAS PI Claim Releases are received by the PI Trust on the same date, the NAS PI Claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the condition for which the NAS PI Claim was filed. For such NAS PI claims, if the respective holders' condition was diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the PI Trust based on the dates of the claimants' birth, with older claimants given priority over younger claimants.

(c) Unless otherwise ordered by the Bankruptcy Court, where the NAS PI Claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant's representative, an offer made by the PI Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending, provided that the PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or in the probate process for approval. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant's representative, the PI Trust shall pay the claim in the amount so offered, based upon the NAS Payment Amount in effect at the time the offer was first made.

(d) Unless the PI Trust enters into a lien resolution program, each NAS PI Claimant is responsible for satisfying any liens that third parties may claim against an Award to such NAS PI Claimant.

(e) Pursuant to Article IV.X.8 of the Plan, 5% of each Distribution made by the PI Trust will be paid to the Common Benefit Escrow and then, upon its establishment, directly to the Common Benefit Fund, on a periodic schedule. To the extent a Holder of a NAS PI Claim has retained, or is a member of a group of Holders that has retained, separate counsel through an individual contingency fee arrangement, the amount payable from such Holder's Distributions under this § 4.4(e) shall be deducted from any

contingency fees and/or costs, in accordance with the Common Benefit Fund, owed to such separate counsel. If the order establishing the Common Benefit Fund provides for the reimbursement of attorneys' costs, a portion of the Common Benefit Fund assessment (up to 40% of the amount payable under this provision) may be applied to the reimbursement of such counsel's actual costs and expenses, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel. Except as expressly set forth in Article IV.X.8 of the Plan, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a NAS PI Claim (or any group of Holders of NAS PI Claims) and such Holder's (or group's) counsel.

ARTICLE 5

EVIDENTIARY REQUIREMENTS FOR ALLOWED NAS PI CLAIMS

5.1 Evidentiary Requirements for Recovery on Claim Form.

(a) To receive a recovery on his/her NAS PI Claim, a NAS PI Claimant must submit one of the following forms of evidence ("**Competent Evidence**"):

- (i) A document from a licensed medical provider diagnosing the NAS Child with a medical, physical, cognitive or emotional condition resulting from the NAS Child's intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as NAS;
- (ii) A document from a licensed medical provider affirming that the NAS Child had Neonatal Opioid Withdrawal Syndrome ("**NOWS**"); or
- (iii) Other medical records evidencing that the NAS Child had an NAS diagnosis, including post-natal treatment for symptoms caused by opioid exposure, symptoms of post-natal withdrawal from opioids, medical scoring for NAS or NOWS which is positive or indicates fetal opioid exposure, a positive toxicology screen of the birth mother or infant for opioids or opioid-weaning drugs, or a maternal diagnosis of opioid use disorder by the birth mother.

(b) The PI Trust shall have discretion to determine whether these evidentiary requirements have been met, including whether the forms of evidence submitted constitute Competent Evidence.⁵ Subject to a right of appeal in Article 9, any NAS PI Claimant who fails to meet these requirements is not entitled to any payment.

⁵ Competent Evidence necessary for Allowance of an NAS PI Claim is evidence, in the opinion of the Trustee, that establishes that the occurrence of a qualifying condition as set forth in section 5.2(a) above with respect to an NAS PI Claimant is more likely true than not true, i.e. a probability standard. Competent Evidence requires more than a mere possibility or scintilla of truth, but such standard does not require proof that rises to the level of clear and convincing evidence. However, notwithstanding anything to the contrary in these NAS PI TDP, proof of a prescription of an opioid product shall not be required.

(c) If the Trustee determines that a Claim Form or accompanying evidence submitted hereunder is incomplete, the Trustee shall have the discretion to request additional relevant documentation believed to be in the possession of the NAS PI Claimant or his or her authorized agent or lawyer. The NAS PI Claimant shall be afforded a 60-day period to cure any deficiency. Such deficiencies include, but are not limited to, failure to sign or complete the Claim Form, failure to execute the HIPAA authorizations (if requested by the Trust), or failure to submit qualifying evidence. If the deficiency is timely cured to the satisfaction of the Trustee, no deduction or penalty will be assessed to an otherwise qualifying NAS PI Claim. If the deficiency is not timely cured, the Trustee, depending on the nature of the deficiency, has the authority to prevent the NAS PI Claimant from receiving all or part of any Award the NAS PI Claimant would otherwise be entitled to on such NAS PI Claim. The PI Trust has the sole discretion to Disallow, reduce or eliminate Awards on, claims being liquidated hereunder where it concludes that there has been a pattern or practice to circumvent full or truthful disclosure under this Article 5.

5.2 Bar for Prior Settled Cases. A NAS PI Claimant whose NAS PI Claim was reduced prior to the Petition Date to a settlement, judgment, or award against a Debtor shall be barred from receiving any Award under these NAS PI TDP on account of such NAS PI Claims and shall not recover from the PI Trust on account of such NAS PI Claim.

5.3 Claims Audit Program.

(a) **In General.** Within 60 days of the Effective Date, the Trustee, with the consent of the FCR, shall develop methods for auditing the reliability of the evidence and statements made in claims submitted to the PI Trust and approved for an offer of payment (a claims audit program). The PI Trust may retain an independent third-party to implement the audit program. In the event that the PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable evidence to the PI Trust, it may decline to accept additional evidence from such provider in the future.

(b) **Assessment of Additional Information.** To the extent that the PI Trust or the entity overseeing the claims audit program believe that it is relevant, nothing herein shall preclude the PI Trust or the entity overseeing the claims audit program, in the Trust's sole discretion, from reviewing or taking into consideration other claims filed in state or federal court complaints or against other trusts. Any NAS PI Claimant subject to the claims audit program shall cooperate and, if requested, provide the PI Trust or the entity overseeing the claims audit program with a HIPAA Release that authorizes the PI Trust to obtain medical and other records to verify the claim.

(c) **Actions Based on Audit Results.** In the event that an audit reveals that fraudulent information has been provided to the Trust, the PI Trust may penalize any NAS PI Claimant or NAS PI Claimant's attorney by rejecting the NAS PI Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of

the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

5.4 Costs Considered. Notwithstanding any provision of these NAS PI TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid NAS PI Claims so that the payment of Allowed NAS PI Claims is not further impaired by such processes with respect to issues related to the validity of the evidence supporting a claim. The Trustee shall have the latitude to make judgments regarding the amount of transaction costs to be expended by the PI Trust so that Allowed NAS PI Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the claims audit program described herein or otherwise.

ARTICLE 6

CONFIDENTIALITY

6.1 Confidentiality of Claimants' Submissions.

(a) **In General.** All submissions to the PI Trust by a holder of a NAS PI Claim, including the Claim Form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions.

(b) Authorized Disclosures.

(i) **Claimant Consent and Subpoenas.** The PI Trust will preserve the confidentiality of NAS PI Claimant submissions, and shall disclose the contents thereof only to such other persons as authorized by the holder or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Delaware state court, or the United States District Court for the District of Delaware. The PI Trust shall provide the NAS PI Claimant or counsel for the NAS PI Claimant a copy of any such subpoena immediately upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) NAS PI Claimants, the PI Trust may instead first provide a copy of the subpoena to counsel for the NAS Representative and the FCR and delay providing a copy of the subpoena to counsel for individual holders of NAS PI Claims until, in the Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the PI Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The PI Trust shall on its own initiative or upon request of the NAS PI Claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy

Court, a Delaware state court, or the United States District Court for the District of Delaware and before those courts having appellate jurisdiction related thereto.

(ii) **Other Required Disclosures.** Notwithstanding anything in the foregoing to the contrary, with the consent of the NAS Representative and the FCR, the PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement, or as required in connection with a lien-resolution program or lien-resolution laws (including those relating to Medicare liens); provided, however, that the PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality.

(c) **Claimant Discovery Obligations.** Nothing in these NAS PI TDP, the Plan or the Trust Agreement expands, limits or impairs the obligation under applicable law of a NAS PI Claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the PI Trust for the purpose of obtaining compensation for opioid-related injuries from the Trust.

(d) **Secure Destruction Upon Termination.** As part of the process by which the PI Trust's activities are wound-down in connection with termination of the PI Trust, and once the Trustee has been determined that there is no legitimate reason to retain NAS PI Claims records submitted by NAS PI Claimants, the PI Trust shall securely destroy all records containing personal information about NAS PI Claimants or other individuals identified in the claims records. The destruction of the records shall comply with Delaware law and any applicable federal laws that may apply to the information contained within the records, such that any personal or individual-identifying information is rendered unreadable, undecipherable, and inaccessible. Following such destruction, the Trustee shall file a certification with the Bankruptcy Court attesting to the PI Trust's compliance with this provision.

ARTICLE 7

PROCEDURES FOR NAS PI CLAIMANTS WHO OPT TO LIQUIDATE THEIR NAS PI CLAIMS IN THE TORT SYSTEM

7.1 Option to Elect to Liquidate a NAS PI Claim in the Tort System.

(a) A NAS PI Claimant may elect to liquidate his or her NAS PI Claim by commencing a lawsuit against the Trust in the tort system subject to the following terms.

(b) By electing to liquidate a NAS PI Claim in the tort system, a NAS PI Claimant forfeits any right to have its NAS PI Claim liquidated under Articles 4 through 5 of these NAS PI TDP, and instead shall have the right to liquidate the NAS PI Claim exclusively in the tort system. This option is available only for claims that meet the definition of “NAS Claim” under the Plan.

(c) The adjudication of an NAS PI Claim in the tort system shall be deemed to be an adjudication of that NAS PI Claim and any associated NAS PI Claims of the NAS PI Claimant regarding the same injuries that are the subject of his or her NAS PI Claim. Any Distribution from the PI Trust on a Final Judgment (as defined below) in respect of such NAS PI Claim, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of such NAS PI Claim and such associated NAS PI Claims.

7.2 Process to File Suit in the Tort System.

(a) A NAS PI Claimant may elect to liquidate a NAS PI Claim in the tort system rather than under these NAS PI TDP by checking the box so indicating on the Claim Form, which must be timely filed with the PI Trust in accordance with Section 4.2(a) above.⁶

(b) If the NAS PI Claimant makes such election, then the NAS PI Claimant may file a lawsuit regarding only its NAS PI Claim (and no other claims) against only the PI Trust (and including no other parties as defendants) solely in the United States District Court for the District of Delaware (“**Delaware District Court**”),⁷ unless such court shall order pursuant to 28 U.S.C. § 157(b)(5) that such suit may be tried in the United States District Court (other than the Delaware District Court) for the district in which the NAS PI Claim arose.

(c) Any such lawsuit must be filed by the NAS PI Claimant in an individual capacity and not as a member or representative of a class, and no such lawsuit may be consolidated with the lawsuit of any other plaintiff by, or on the motion of, any plaintiff.⁸

⁶ The filing of a Claim Form indicating that a NAS PI Claimant has elected to liquidate his or her NAS PI Claim in the tort system shall have no effect on any federal or state statute of limitations or repose applicable to the claims asserted by such NAS PI Claimant’s action.

⁷ The Debtors shall seek an order from the Delaware District Court requiring that lawsuits filed by Holders of NAS PI Claims who elect, subject to the terms hereof, to liquidate their NAS PI Claims by commencing separate lawsuits in the tort system be filed and tried solely in the Delaware District Court pursuant to 28 U.S.C. § 157(b)(5).

⁸ The Trustee shall be empowered (i) to bring one or more consolidated actions against multiple Holders of NAS PI Claims who elect, subject to the terms hereof, to liquidate their NAS PI Claims by commencing separate lawsuits in the tort system and (ii) to seek to consolidate multiple lawsuits commenced by individual Holders of NAS PI Claims who elect, subject to the terms hereof, to liquidate their NAS PI Claims by commencing separate lawsuits in the tort system.

(d) All defenses (including, with respect to the PI Trust, all defenses which could have been asserted by the Debtors) shall be available to both sides at trial.⁹

(e) If a NAS PI Claimant obtains a judgment on his/her NAS PI Claim in the tort system and such judgment becomes a final order (a “**Final Judgment**”), such Final Judgment shall be deemed Allowed for purposes under the Plan and shall be payable by the Trust, subject to the below provisions on limitation on damages, the NAS Recovery Percentage, the Maximum Value, deductions as set forth below, and the resolution of healthcare liens.

7.3 Limitation on Damages and Attorneys’ Fees. Notwithstanding their availability in the tort system, and except as provided below for claims asserted under the law of a Foreclosed Jurisdiction, no multiple, exemplary, statutory enhanced and/or punitive damages (i.e., damages other than compensatory damages), and no interest, attorneys’ fees or costs (including statutory attorneys’ fees and costs) shall be payable, with respect to any NAS PI Claim litigated against the PI Trust in the tort system. For purposes of these TDP, a “**Foreclosed Jurisdiction**” shall mean a jurisdiction that describes a claim for compensatory damages under these TDP as a claim for “exemplary” or “punitive” damages, thereby foreclosing a claimant from a remedy or compensation under these TDP if the law for that jurisdiction were to be applied hereunder. In the event a NAS PI Claim is made under these TDP for compensatory damages that would otherwise satisfy the criteria for payment under these TDP, but Claimant’s Jurisdiction is a Foreclosed Jurisdiction, the claimant may elect the Commonwealth of Pennsylvania as the NAS PI Claimant’s jurisdiction, and such NAS PI Claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in this Section 7.3 applicable to any NAS PI Claim with respect to which, but for this choice of law provision, the applicable law of the NAS PI Claimant’s jurisdiction is determined to be the law of a Foreclosed Jurisdiction, shall only govern the rights between the PI Trust and the NAS PI Claimant including, but not limited to, suits in the tort system pursuant to this Article 7.

7.4 Maximum Value.

(a) Payment on a Final Judgment for a NAS PI Claim shall not exceed \$6,000 (the “**Maximum Value**”), which is estimated to be three times the maximum value that will be distributed under the NAS PI TDP for a given NAS PI Claim.

7.5 NAS Recovery Percentage.

(a) A Final Judgment on a NAS PI Claim, minus any multiple, exemplary, statutory enhanced and/or punitive damages (i.e., damages other than compensatory damages), interest, attorneys’ fees or costs (including statutory attorneys’ fees and costs) that have been awarded as part of such Final Judgment, shall be subject to reduction by the same percentage that NAS PI Claims liquidated under these NAS PI TDP are reduced prior to payment. In other words, a NAS PI Claimant who elects to liquidate his or her NAS PI Claim in the tort system shall not be entitled to receive more than his or her pro-rata share

⁹ Among other things, the PI Trust shall be empowered to assert that the claim that is the subject of a NAS PI Claimant’s lawsuit is not a “NAS PI Claim” within the meaning of the Plan.

of the value available for distribution to all NAS PI Claims entitled to a recovery pursuant to these NAS PI TDP.

(b) Based upon the statistical sampling and modeling performed by financial analysts and subject-matter experts, review of judgments obtained in lawsuits, settlement history, and collaborative discussions with stakeholders, the estimated awards for NAS PI Claims liquidated under these NAS PI TDP represent an estimated pro-rata percentage recovery by NAS PI Claimants holding Allowed NAS PI Claims of approximately 1/2% (such pro-rata percentage recovery as may be altered over time, the “**NAS Recovery Percentage**”). Accordingly, the initial NAS Recovery Percentage is 1/2%.

(c) No holder of a NAS PI Claim who elects to liquidate his or her NAS PI Claim in the tort system shall receive a payment that exceeds the liquidated value of his or her NAS PI Claim multiplied by the NAS Recovery Percentage in effect at the time of payment (such value so reduced, the “**NAS Percentage-Reduced Claim**”); provided, however, that if there is a reduction in the NAS Recovery Percentage, the Trustee, in his or her sole discretion, may cause the PI Trust NAS Fund to pay a NAS PI Claim based on the NAS Recovery Percentage that was in effect prior to the reduction if the judgment in respect of such NAS PI Claim became a Final Judgment prior to the date the Trustee proposes the new NAS Recovery Percentage to the NAS Representative and the FCR, and the processing of such NAS PI Claim was unreasonably delayed due to circumstances beyond the control of the NAS PI Claimant or the NAS PI Claimant’s counsel (as applicable).

7.6 Adjustment of the NAS Recovery Percentage.

(a) The NAS Recovery Percentage shall be subject to change if the Trustee, with the consent of the FCR, determines that an adjustment is required. No less frequently than once every three (3) years, commencing with the date that is three (3) years after the Effective Date of the Plan, the Trustee shall reconsider the then-applicable NAS Recovery Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the NAS Recovery Percentage if necessary with the consent of the NAS Representative. The Trustee shall reconsider the then-applicable NAS Recovery Percentage at shorter intervals if he or she deems such reconsideration to be appropriate or if requested to do so by the NAS Representative or the FCR. Adjustment of the NAS Recovery Percentage requires the consent of the FCR.

(b) The Trustee shall base his or her determination of the NAS Recovery Percentage on current estimates of the number, types, and values of current and future NAS PI Claims, the value of the assets of the PI Trust NAS Fund available for the payment of Allowed NAS PI Claims pursuant to these NAS PI TDP and amounts due and estimated to become due pursuant to these NAS PI TDP in respect of Final Judgments obtained by NAS PI Claimants who elect to liquidate their NAS PI Claims in the tort system, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of (i) full value to all Holders of Allowed NAS PI Claims and (ii) the Maximum Value to NAS PI Claimants who elect to liquidate their NAS PI Claims in the tort system. When making

these determinations, the Trustee shall exercise common sense and flexibly evaluate all relevant factors.

(c) If a redetermination of the NAS Recovery Percentage has been proposed in writing by the Trustee, but such redetermination of the NAS Recovery Percentage has not yet been adopted, a NAS PI Claimant that has obtained a Final Judgment shall receive the lower of the then-current NAS Recovery Percentage and the proposed NAS Recovery Percentage. However, if the proposed NAS Recovery Percentage is the lower amount but is not subsequently adopted, the NAS PI Claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed NAS Recovery Percentage is the higher amount and subsequent adopted, the NAS PI Claimant who has obtained a Final Judgment shall thereafter receive the difference between the lower current amount and the higher adopted amount.

(d) At least thirty (30) days prior to proposing in writing a change in the NAS Recovery Percentage, the Trustee shall post to the Trust Website a notice indicating the Trustee is reconsidering the NAS Recovery Percentage.

(e) If the Trustee, with the consent of the FCR, makes a determination to increase the NAS Recovery Percentage due to a material change in estimates of the future assets and/or liabilities of the Trust, the PI Trust shall make supplemental payments to all NAS PI Claimants who obtained previously a Final Judgment and received payments based on a lower NAS Recovery Percentage. The amount of any such supplemental payment shall be the liquidated value of the NAS PI Claim in question multiplied by the newly-adjusted NAS Recovery Percentage, less all amounts paid previously to the NAS PI Claimant with respect to such NAS PI Claim.

(f) The Trust's obligation to make a supplemental payment to a NAS PI Claimant shall be suspended in the event the payment in question would be less than \$100.00, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$100.00. However, the Trust's obligation shall resume, and the PI Trust shall pay any such aggregate supplemental payments due to the NAS PI Claimant that obtained a Final Judgment at such time that the total exceeds \$100.00.

7.7 Payment of Judgments for Money Damages.

(a) A NAS PI Claimant who obtains a Final Judgment shall be entitled to receive from the PI Trust in full and final satisfaction of that Final Judgment, a gross amount (subject to deductions set forth next) equal to the *lesser* of (i) the Percentage-Reduced Claim and (ii) the Maximum Value (such less amount, the "**NAS Gross Amount**").

(b) A NAS PI Claimant's NAS Gross Amount will be a gross number before deductions for the common benefit fund in accordance with 4.4(e) above.

(c) The resulting net amount shall be paid to the NAS PI Claimant in the form of an initial payment not to exceed \$1,000 and five (5) additional equal installments in years six (6) through ten (10) following the year of the initial payment; subject, however, to the Maximum Annual Payment and prior satisfaction of any outstanding liens in accordance with Section 7.8.

(d) If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. In no event shall interest be paid in respect of any judgment obtained in the tort system.

(e) None of the Percentage-Reduced Claim, the Maximum Value, the Gross Amount, the deductions therefrom, or the payment schedule is subject to any appeal or reconsideration.

7.8 Resolution of Health Care Liens. The PI Trust shall not issue any payment in respect of a Final Judgment until the PI Trust has received proof that any private or governmental health care liens or similar claims against such Final Judgment have been satisfied or will be satisfied out of the recovery.

7.9 Special Procedures for Minors and Heirs. The special procedures set forth in article 8 of these NAS PI TDP shall apply to NAS PI Claimants who are minors under applicable law and elect, subject to the terms hereof, to liquidate their NAS PI Claims by commencing a lawsuit in the tort system. Any person seeking a Distribution from the PI Trust in the capacity of an heir must provide the Heirship Declaration.

ARTICLE 8

DISTRIBUTIONS FOR THE BENEFIT OF MINORS

8.1 Procedures Regarding Distributions to or for the Benefit of Minor Claimants. The following procedures apply to any NAS PI Claimant who is a minor under applicable law (a “**Minor Claimant**”) for so long as the NAS PI Claimant remains a minor under applicable law. These procedures apply regardless of whether the Minor Claimant’s Proxy (as defined below) elects to have the NAS PI Claim liquidated under these NAS PI TDP or to pursue the claim in the tort system.

8.2 Actions by Proxy of Minor Claimant.

(a) A Minor Claimant’s custodial parent, his/her legal guardian under applicable law (a “**Guardian**”), or an adult providing custody and care to the minor (any of the foregoing acting on behalf of the Minor Claimant, the “**Proxy**”) is authorized to make submissions on behalf of the Minor Claimant under the NAS PI TDP, subject to Section 8.2(b) below.

(b) The Proxy shall be responsible for submitting, on behalf of such Minor Claimant, all required forms under the NAS PI TDP, including the Claim Form, as well as any

evidence required by the PI Trust to support the Claim Form, and any other documentation required or requested pursuant to the NAS PI TDP.

(c) The Proxy is authorized to take, on behalf of a Minor Claimant, all actions under the NAS PI TDP that the Minor Claimant would be authorized to take if such Minor Claimant were an adult, other than receiving distributions from the PI Trust (unless so authorized by Section 8.6 below). These actions include, where permitted, making an opt-out or, if the Minor Claimant is a NAS PI Claimant, making a payment election or requesting an appeal pursuant to the NAS PI TDP.

8.3 Establishing Proxy of a Minor Claimant.

(a) Any purported Proxy making a submission to the PI Trust on behalf of a Minor Claimant shall include along with such submission documentation of his/her authority to act on behalf of the Minor Claimant, consisting of the following:

(i) If the purported Proxy is the Guardian of the Minor Claimant, then the court order appointing that Proxy as Guardian, or other documents reasonably acceptable to the PI Trust as sufficient under applicable law to evidence the guardianship.

(ii) If the purported Proxy is the custodial parent of the Minor Claimant, then a sworn statement that such Proxy is the custodial parent of the Minor Claimant.

(iii) If the purported Proxy is neither the Guardian nor custodial parent of the Minor Claimant, then a statement under penalty of perjury by the purported Proxy that he/she is providing custody and care to the Minor Claimant, stating for how long he/she has been providing such care and custody, explaining his/her relationship to the Minor Claimant and the circumstances around the provision of care and custody, as well as a statement and/or records from one or more of the following in support of his/her statement under penalty of perjury:

- (A) Minor Claimant's school;
- (B) Purported Proxy's landlord or property manager;
- (C) Minor Claimant's health provider;
- (D) Minor Claimant's child care provider;
- (E) Purported Proxy's placement agency;
- (F) Governmental social services agency;
- (G) Indian tribe officials; or
- (H) Purported Proxy's Employer.

(b) Whether the purported Proxy is a Guardian, custodial parent, or neither, the PI Trust may require additional corroborating evidence at his discretion, including in the event that instructions are received from more than one purported Proxy for the same Minor Claimant.

8.4 Distributions to Minor Claimants.

(a) When the PI Trust has determined the final distributable amount on a Minor Claimant's claim, it will send notice of such final amount to the Minor Claimant's Proxy and counsel (if known). Such notice will include a letter inviting the Proxy to discuss how the distributable amount was determined, and the PI Trust will take reasonable steps to ensure that the Proxy understands how such amount was determined.

(b) Any distributions owing to a Minor Claimant that are ready for issuance by the PI Trust at a time when the Minor Claimant is still a minor under applicable law shall be (i) used to pay the individual attorneys' fees of the Minor Claimant pursuant to Section 8.5 below and (ii) with respect to the remainder, paid into an interest-bearing sub-fund of the PI Trust (the "**Minor Claimants Account**"), held there for the sole benefit of the Minor Claimant, and invested in a U.S. governmental money-market fund until such funds are distributed pursuant to Section 8.6 below or until the Minor Claimant becomes an adult under applicable law (the "**Adult Distribution Date**"), at which time the amount then held in such account (including interest earned) shall be paid directly to such NAS PI Claimant.

(c) Pending distributions for all Minor Claimants may be held in the same sub-fund.

8.5 Payments of attorneys' fees.

(a) Within a reasonable period following receipt of notice of the final distributable amount on Minor Claimant's NAS PI Claim, and using forms to be provided by the Trust, the Minor Claimant's counsel shall submit to the Trust, with a copy to the Proxy, a request for payment of legal fees and expenses from the Minor's recovery.

(b) It is the Minor Claimant's attorney's duty to comply with all ethical and legal rules respecting such legal fees and expenses, and the PI Trust is permitted to rely upon such representation in issuing payments in respect of such fees and expenses.

(c) Absent objection from the Proxy with respect to such asserted fees and expenses, the PI Trust shall remit payment to the Minor Claimant's attorney in accordance with the latter's request.

8.6 Early Distributions.

(a) Funds held in the Minor Claimants' Account for a Minor Claimant may be released prior to the Adult Distribution Date only pursuant to (i) an order of a U.S. court of general jurisdiction in the Minor Claimant's state of residence, or (ii) an order entered by the U.S. Bankruptcy Court for the District of Delaware.

(b) Notwithstanding the foregoing, a Proxy who has established to the satisfaction of the Trust that they are the custodial parent or Guardian of the Minor Claimant may elect that up to half of the net award to the Minor Claimant be released upon receipt by the Trust of a statement under penalty of perjury by the Proxy attesting to the following: (i) that the Proxy is financially responsible for the Minor Claimant's welfare, (ii) that all funds received by the Proxy from the Early Distribution will be used for the direct benefit and welfare of the Minor Claimant, and (iii) that the Proxy has agreed to account for and demonstrate, if requested by a court of a law, government official or the Minor Claimant, that all funds received by the Proxy have been used for the direct benefit and welfare of the Minor Claimant, or the amount of such funds in the possession of the Proxy which have yet to be expended for such purpose.

(c) In addition, the Trust shall be permitted to release the entire net settlement where the Minor Claimant and Proxy both reside in a state or other jurisdiction that legislatively permits the unrestricted distribution of minor settlements under the monetary threshold of the net award to be received by Minor Claimant, and where the Proxy executes a statement under penalty of perjury as specified in the preceding sentence.

(d) The Trust shall have no duty to monitor the use of funds released as Early Distributions.

ARTICLE 9

APPEALS

9.1 Appeal Process. If an NAS PI Claimant is dissatisfied with any determination made by the Trust with respect to his or her NAS PI Claim, (s)he can appeal to the Trust within fourteen (14) days of receiving notice of such determination by submitting a written document clearly marked as "Appeal to Claims Administrator." In that document, the NAS PI Claimant should identify the determination with which the NAS PI Claimant disagrees and state the reasons for the disagreement. The NAS PI Claimant may submit any additional documentation (s)he wishes to have considered. Only one appeal is permitted per Claim Form.

9.2 Appeal Review. The Trust shall conduct a *de novo* review and promptly issue a ruling in writing to the NAS PI Claimant and/or his/her counsel, as applicable. In the event that the Trust determines that the records submitted in support of the NAS PI Claimant's claim are unreliable, the Trust shall issue a notification of status letter advising the NAS PI Claimant of such determination and identifying the particular records or statements that are deemed unreliable. In evaluating such appeal, the Trust shall not change the NAS PI TDP allowance criteria.

9.3 Limitation on Appeals. NAS PI Claimants shall have no other appeal rights beyond those set forth in this Article 9. Determinations made by the Trust in the appeals process pursuant to this Article 9 shall be final and binding and are not subject to further appeal in any forum.

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MNK NAS PI TDP EXHIBIT A

SAMPLE CLAIM FORM FOR NAS PI TRUST DISTRIBUTION PROCEDURES

This proof of claim form (“**Claim Form**”) must be completed by each NAS PI Claimant seeking an Award from the Mallinckrodt Opioid NAS Personal Injury Trust (the “**PI Trust**”) on a NAS PI Claim.¹⁰

FAILURE TO TIMELY SUBMIT THIS CLAIM FORM AS PROVIDED IN THE NAS PI TDP MAY CAUSE THE NAS PI CLAIM TO BE DEEMED DISALLOWED UNDER THE NAS PI TDP. **To be timely filed, the Claim Form must be submitted by no later than the date that is three years from the Effective Date.**¹¹ Although that is the latest a Claim Form may be submitted to the Trust, a NAS PI Claimant may benefit from submitting the Claim Form earlier, because the Trust may issue installments or partial distributions to Allowed NAS Claims prior to that date.

Instructions:

If you represent the interests of an NAS Child and are seeking to recover money from the Mallinckrodt Opioid Personal Injury Trust (“**Trust**”) on account of that NAS Child’s NAS PI Claim, you must complete this Claim Form (“**Claim Form**”) and return it to MNK PI Trust, 501 Riverchase Parkway East, Suite 100, Hoover, AL 35244. If you do not complete the Claim Form, you will NOT qualify to receive funds on behalf of the child you represent.

If you believe that the NAS Child you represent holds multiple NAS PI Claims against the Debtor on account of multiple injuries, then fill out only one Claim Form. One Claim Form submitted for a NAS PI Claim shall be deemed to be a Claim Form in respect of that NAS PI Claim and also any NAS PI Claims against a Released Person or Shareholder Released Person that are associated with that NAS PI Claim.

If you represent the interests of more than one NAS Child, you must file a Claim Form on behalf of each individual NAS Child. **YOU CANNOT FILE ONE CLAIM FORM ON BEHALF OF MULTIPLE CHILDREN.**

Follow the instructions of each section carefully to ensure that your Claim Form is submitted correctly. Except as otherwise indicated, all words shall be given their ordinary, dictionary meaning. Submitting this Claim Form does not guarantee that you will receive payment from the PI Trust. Whether you will receive payment depends on whether you provide the required submissions, as set forth in the NAS PI TDP and whether your claim meets the eligibility requirements set forth in the NAS PI TDP.

¹⁰ Capitalized terms used but not defined herein have the meanings ascribed to them in the Mallinckrodt Opioid Personal Injury NAS Trust Distribution Procedures (“**NAS PI TDP**”) or, if not defined therein, then the meanings ascribed to them in the Plan.

¹¹ If a NAS PI Claimant checks the box on the Claim Form indicating its election to liquidate its NAS PI Claim in the tort system rather than under the liquidation procedures of these NAS PI TDP, then such NAS PI Claim will not be liquidated hereunder.

This Claim Form allows you to choose to “opt out” of the streamlined, expedited NAS PI TDP liquidation process with respect to any NAS PI Claim against one or more of the Debtors, and instead pursue that NAS PI Claim in the tort system by filing a lawsuit against the PI Trust at your own expense. You may litigate in court only with respect to a NAS PI Claim held against one or more Debtors, and may not litigate other NAS PI Claims. If you select the “opt out” option, you will not be eligible to receive any distribution under the streamlined liquidation procedures of the NAS PI TDP. Furthermore, you will not be allowed to opt back in to the liquidation provisions of the NAS PI TDP if your lawsuit is unsuccessful in the tort system. In other words, if you lose your lawsuit, you cannot return to the NAS PI Trust and ask for money. And importantly, if you do obtain a judgment in a court against the PI Trust, that award will be subject to reduction pursuant to the “opt out” procedures set forth in the NAS PI TDP. A CLAIMANT MAY OPT OUT ONLY BY CHECKING THE “OPT OUT” BOX AND TIMELY SUBMITTING THIS CLAIM FORM. FAILURE TO SUBMIT THIS CLAIM FORM TO THE PI TRUST DOES NOT CONSTITUTE OPTING OUT OF HAVING A NAS PI CLAIM LIQUIDATED UNDER THE NAS PI TDP.

For those who do not “opt out:” If your claim is Allowed by the PI Trust, your claim will be liquidated and paid according to the provisions of the NAS PI TDP. If your claim is Disallowed by the PI Trust, you will not receive a distribution from the PI Trust. All claimants whose NAS PI Claims are Allowed by the PI Trust shall receive an equal distribution from the PI Trust NAS Fund, subject to the deductions described in the NAS PI TDP.

Each NAS PI Claimant is responsible for satisfying any liens that health insurance companies, government entities (including Medicare and Medicaid), or any other third party may have against any Award that may be issued by the PI Trust. By submitting this Claim Form and choosing to liquidate your Claim under the NAS PI TDP, you understand that the PI Trust may enter into a lien resolution program (“**LRP**”) and, if the NAS PI TDP does enter into a LRP, you are deemed to consent to the LRP and the PI Trust’s release of information provided in connection with your NAS PI Claim as required under the LRP to identify any liens that may be asserted against an Award based on the PI. If any liens are identified against your Award, the PI Trust may reduce your Award by the amount required to satisfy the lien(s).

Instructions for Submission: You may submit this completed Claim Form online at MNKPITRUST.COM or by mailing it to MNK PI Trust, 501 Riverchase Parkway East, Suite 100, Hoover, AL 35244

PART ONE: PERSONAL INFORMATION OF NAS PI CLAIMANT AND HIS/HER REPRESENTATIVE

(All Claimants must complete this Part)

Section 1.A: Fill out the information for the NAS Child below:

NAS Child's Name:

NAS Child's Date of Birth:

NAS Child's Address:

NAS Child's Social Security Number:

Section 1.B: Fill out your own information below:

Your Name:

Your Date of Birth:

Your Address:

Your Social Security Number:

Your Phone Number:

State whether you are the natural parent, legal guardian, or other custodian of the NAS Child:

PART TWO: "OPT OUT" OF THE NAS PI TDP LIQUIDATION PROCEDURES

(Complete this part only if you elect to "Opt Out" of the NAS PI TDP liquidation procedures and file a lawsuit to liquidate your claim in the tort system. If you choose to have your claim evaluated under the NAS PI TDP liquidation procedures, skip this Part Two).

If you would like to forfeit all rights to have the NAS PI Claimant's NAS PI Claims liquidated under the NAS PI TDP and instead to pursue the NAS PI Claim by filing a lawsuit against the PI Trust in court at your own expense, check the following box.

Mark the following box **only if you elect to "opt out" of the NAS PI TDP liquidation procedures and instead pursue your NAS PI Claim in civil court through the tort system by filing a lawsuit in court at your own expense:**

_____ I elect to Opt-Out of the NAS PI TDP liquidation procedures and pursue my NAS PI Claim by filing a lawsuit against the PI Trust.

Holders of NAS PI Claims who elect to “Opt Out” of the NAS PI TDP must complete only Parts 1, 2 and 5 of this Claim Form.

PART THREE: MEDICAL PROVIDER INFORMATION

(If you selected “Opt Out,” then skip this Part Three.)

Section 3.A: This section concerns licensed medical providers who have diagnosed the NAS Child with any medical, physical, cognitive or emotional conditions resulting from his/her intrauterine exposure to opioids or opioid replacement or treatment medication(s). The diagnoses may include, but are not limited to, the condition known as neonatal abstinence syndrome (“NAS”). Fill out and provide the following information, if known:

Name of Licensed Medical Provider	Address	City	State	Zip	Date of Diagnosis

Section 3.B: Even if you do not know the information sought in Section 3.A., **please include with your submission of this Claim Form Competent Evidence that a licensed medical provider has diagnosed the NAS PI Claimant with any medical, physical, cognitive or emotional condition resulting from the Claimant’s intrauterine exposure to opioids or opioid replacement or treatment medication(s).** The diagnoses may include, but are not limited to, the condition known as neonatal abstinence syndrome (“NAS”). The diagnosis can be made by any medical professional, specifically including physicians, nurses, physician assistants, mental health counselors or therapists, or professionals at a rehabilitation center. Evidence can include, among other things, medical records evidencing that the NAS Child had a NAS diagnosis, post-natal treatment for symptoms caused by opioid exposure, symptoms of post-natal withdrawal from opioids, medical scoring for NAS or NOWS which is positive or indicates fetal opioid exposure, a positive toxicology screen of the birth mother or infant for opioids or opioid-weaning drugs, or a maternal diagnosis of opioid use disorder by the birth mother.

Section 3.C.: Was the NAS Child born in a medical facility? If so:

Name of the Facility where the NAS Child was born:

Location (city and state) where the NAS Child was born:

PART FOUR: MEDICAL LIENS

(If you selected “Opt Out,” skip this Part Four).

Section 4.A: Did any insurance company pay for medical treatment for the NAS Child’s opioid-related injuries?

Yes:

No:

Section 4.B: In the last 20 years, was the NAS Child user eligible for coverage by any of the following, or did any of the following actually pay for his/her opioid-related health costs? Respond by writing “Yes” or “No” next to each insurance provider name, and provide the requested information as to each. If any insurance carrier who provided coverage to the opioid user is not identified, please fill in that carrier’s information at the bottom of the chart.

Type of Insurance:	Yes/No	Street Address:	Phone Number	Policy Number (if any)	Policy Holder	Dates of Coverage
Medicare						
Medicaid						
Tricare						
VA						
Champus						
Private (name below:						

PART FIVE: SIGNATURE (You must complete this Part Five regardless of your elections above)

Please fill out and sign this section to complete this Claim Form.

NAS Child’s Name:

NAS Child’s Email (if any):

NAS Child’s Phone Number (if any):

Your Name:

Your Email:

Your Phone Number:

I am including the evidence requested in Part 3.B above in my submission of this form:_____.

I declare, under penalty of perjury, that the representations made and the information provided on this Claim Form are true, correct, and complete to the best of my knowledge.

Signature of NAS PI Claimant: or individual acting on behalf of the NAS PI Claimant:

Print name: _____ Date: (mm/dd/yyyy) _____

MNK NAS PI TDP EXHIBIT B

[SAMPLE]
HIPAA RELEASE FORM FOR
NAS PI TRUST DISTRIBUTION PROCEDURES

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Claimant Name:

Date:

Date of Birth:

Soc. Sec. No.

1. The following individuals or organizations are authorized to disclose my health records to the parties specified below in section #4:

(Note: Please list the names of your medical care providers and your health insurance providers that may have records relevant to the resolution of your NAS PI Claim. If you are unsure of the exact legal name of your medical providers and health insurance providers, you can leave this blank, and we will complete it for you with the understanding that you authorize all relevant parties):

2. The type and amount of information to be used or discloses is as follows:

The entire record, including but not limited to: any and all medical records, mental health records, psychological records, psychiatric records, problem lists, medication lists, lists of allergies, immunization records, history and physicals, discharge summaries, laboratory results, x-ray and imaging reports, medical images of any kind, video tapes, photographs, consultation reports, correspondence, itemized invoices and billing information, and information pertaining to Medicaid or Medicare eligibility and all payments made by those agencies, for the following dates:

Dates of Services - From: _____ To: _____

(Note: List the date range for which the medical providers and insurance companies above may have records relevant to the resolution of your NAS PI Claim. If you are unsure of the exact dates, then leave this blank, and we will complete this section for you with the understanding that you authorize all relevant date ranges).

3. I understand that the information in my health records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human

immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, as well as treatment for alcohol and drug abuse.

4. The health information may be disclosed to and used by the following individual and/or organization:

[fill in name of entity]

5. I understand I have the right to revoke this authorization at any time. I understand if I revoke this authorization, I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire 10 years after the date that I sign it.
6. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization and forego a recovery under the Mallinckrodt Opioid NAS Personal Injury Trust Distribution Procedures. I understand that no organization may condition treatment, payment, enrollment, or eligibility for benefits on my signing of this authorization. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 1634.524. I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules or HIPAA. If I have questions about disclosure of my health information, I can contact the parties listed above in section #4.

Patient or Legal Representative

Date

Relationship to Patient (If signed by Legal Representative)

MNK NAS PI TDP EXHIBIT C

[SAMPLE]

**HEIRSHIP DECLARATIONS FOR
MALLINCKRODT OPIOID NAS PI TRUST DISTRIBUTION PROCEDURES**

SD-1	SWORN DECLARATION: SIGNATORY IS EXECUTOR UNDER DECEDENT'S LAST WILL AND TESTAMENT
<p>You are required to complete this declaration if you hold a NAS PI Claim¹² (and thus are a “NAS PI Claimant”) regarding the death of another person (the “Decedent”), and you have not been appointed with the authority to act on behalf of the Decedent because no probate or estate proceeding has been commenced, but you have been named as executor or executrix (or comparable position under applicable state law) under the Last will and Testament of the Decedent.</p>	

I. Decedent Information			
Name:	First Name	Middle Initial	Last Name
Social Security Number:		Date of Death:	
Residence/Legal Domicile Address at Time of Death	Street		
	City	State	Zip Code

II. NAS PI Claimant Information			
Your Name	First Name	Middle Initial	Last Name
Your Social Security Number			
Your Address	Street		
	City	State	Zip Code
Your Relationship to Decedent			
Basis of Your Authority to Act for the Decedent			
List here and attach copies of all document(s) evidencing the basis for your authority	1. Last Will and Testament of _____, dated _____. 2. _____.		

¹² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

III. Heirs and Beneficiaries of Decedent (Attach additional sheets if needed)			
Use the space below to identify the name and address of all persons who may have a legal right to share in any settlement payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the settlement, or the reason they cannot be notified.			
	Name:	Information:	
1.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
2.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
3.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
4.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
5.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:

IV. NAS PI CLAIMANT CERTIFICATION
<p>This Sworn Declaration is an official document for submission to the PI Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:</p> <p>(a) I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the NAS PI TDP, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.</p> <p>(b) I will abide by all substantive laws of the Decedent's last state of domicile concerning the compromise and distribution of any monetary award to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.</p> <p>(c) No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.</p> <p>(d) The copy of the Last Will and Testament provided by me is the Last Will and Testament of the Decedent.</p>

(e) No application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator because state law does not require it.

(f) I will notify the PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.

(g) I am not aware of any objections to my appointment and service as the NAS PI Claimant on behalf of the Decedent and his or her estate, heirs, and beneficiaries.

(h) No person notified under Section III objects to my serving as the NAS PI Claimant and taking such steps as required by the NAS PI TDP to resolve all claims related to the Decedent's prescription and/or use of Mallinckrodt opioids. The persons named in Section III are all of the persons who may have a legal right to share in any settlement payment issued in respect of the injuries of the Decedent.

(g) I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of the settlement of a survival or wrongful death claim to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.

(h) I will indemnify and hold harmless the PI Trust and its agents and representatives, from any and all claims, demands, or expenses of any kind arising out distributions from the PI Trust on account of injuries of the Decedent.

The information I have provided in this Declaration is true and correct. I understand that the PI Trust and Court will rely on this Declaration, and false statements or claims made in connection with this Declaration may result in fines, imprisonment, and/or any other remedy available by law.

V. NAS PI Claimant Signature

Signature:		Date:	
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SD-2	<p align="center">SWORN DECLARATION: DECEDENT DID NOT LEAVE A LAST WILL AND TESTAMENT</p>
<p>You are required to complete this declaration if you hold a NAS PI Claim¹³ (and thus are a “NAS PI Claimant”) regarding the opioid-related death of another person (the “Decedent”), and you have not been appointed with the authority to act on behalf of the Decedent because the Decedent Claimant died without a Will and no probate or estate proceeding has been opened.</p>	

I. Decedent Information			
Name:	First Name	Middle Initial	Last Name
Social Security Number:		Date of Death:	
Residence/Legal Domicile Address at Time of Death	Street		
	City	State	Zip Code

II. NAS PI Claimant Information			
Your Name	First Name	Middle Initial	Last Name
Your Social Security Number			
Your Address	Street		
	City	State	Zip Code
Your Relationship to Decedent			
Basis of Your Authority to Act for the Decedent			
List here and attach copies of all document(s) evidencing the basis for your authority	<p>1. A copy of the intestate statute of the state or domicile of the Deceased Claimant at the time of his or her death.</p> <p>2.</p>		

¹³ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

III. Heirs and Beneficiaries of Decedent (Attach additional sheets if needed)			
Use the space below to identify the name and address of all persons who may have a legal right to share in any settlement payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the settlement, or the reason they cannot be notified.			
	Name:	Information:	
1.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
2.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
3.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
4.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:
5.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified:

IV. NAS PI CLAIMANT CERTIFICATION
This Sworn Declaration is an official document for submission to the PI Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:

(a) I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the NAS PI TDP, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.

(b) I will abide by all substantive laws of the Decedent's last state of domicile concerning the compromise and distribution of any monetary award to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.

(c) No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.

(d) There is no known last will and testament of the Decedent and no application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator.

(e) I will notify the PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.

(f) I am not aware of any objections to my appointment and service as the NAS PI Claimant on behalf of the Decedent and his or her estate, heirs, and beneficiaries.

(g) No person notified under Section III objects to my serving as the NAS PI Claimant and taking such steps as required by the NAS PI TDP to resolve all claims related to the Decedent's prescription and/or use of Mallinckrodt opioids. The persons named in Section III are all of the persons who may have a legal right to share in any settlement payment issued in respect of the injuries of the Decedent.

(h) I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of the settlement of a survival or wrongful death claim to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.

(i) I will indemnify and hold harmless the PI Trust and its agents and representatives, from any and all claims, demands, or expenses of any kind arising out distributions from the PI trust on account of injuries of the Decedent.

The information I have provided in this Declaration is true and correct. I understand that the PI Trust and Court will rely on this Declaration, and false statements or claims made in connection with this Declaration may result in fines, imprisonment, and/or any other remedy available by law.

V. NAS PI Claimant Signature

Signature:

Date:

MNK NAS PI TDP EXHIBIT D

**MALLINCKRODT OPIOID PERSONAL INJURY TRUST
NAS PI CLAIM RELEASE**

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE.

NAS PI Claimant's Name: _____

NAS PI Claimant's Social Security Number: _____

Law Firm (if represented by counsel): _____

Name of NAS PI Claimant's Representative:

Liquidated Value of Claim: \$ _____ (subject to deductions set forth in the NAS PI TDP)

The Mallinckrodt Opioid Personal Injury Trust (the "**Trust**"), and the undersigned NAS PI Claimant or "**Personal Representative**"¹⁴ (either being referred to herein as "**Releasor**"), agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned to them 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* (as it may be amended or modified, the "**Plan**"), confirmed by order of the United States Bankruptcy Court for the District of Delaware entered on **March 2, 2022** [Docket No. 6660], or the Mallinckrodt Opioid Personal Injury NAS Trust Distribution Procedures (as may be amended from time to time, the "**NAS PI TDP**"), which are incorporated into this NAS PI Claim Release ("**Release**") by reference.

2. Releasor has filed a claim against the Trust (the "**Claim**"). The Trust has reviewed the Claim to determine whether it is compensable under the terms of the TDP. The Trust has offered an Award to the NAS PI Claimant for the Claim in the liquidated value set forth above. The Award shall be paid subject to any deductions required as set forth in the NAS PI TDP. Releasor has decided to accept the offer and enter into this Release.

3. The amount of the Award to Releasor under this Release (the "**Payment Amount**") has been calculated in accordance with the NAS PI TDP. Subject to the payment provisions set forth in the NAS PI TDP, the Trust will mail or electronically transfer to Releasor (or Releasor's counsel) the Payment Amount. This Release shall be effective upon receipt by Releasor (or Releasor's counsel) of the Payment Amount.

¹⁴ The "Personal Representative" is the person who under applicable state law or legal documentation has the authority to represent the NAS PI Claimant, the NAS PI Claimant's estate or the NAS PI Claimant's heirs.

4. In consideration for the agreements described herein and other good and valuable consideration, Releasor hereby fully releases (i) the Trust, (ii) the current and former Trustee and the Delaware Trustee of the Trust, (iii) the PI Committee of the Trust and the NAS Representative, (iv) the Future Claimants' Representative of the Trust, (v) each of the current and former directors, members, officers, agents, consultants, advisors, employees, attorneys, predecessors, successors and assigns of any of the parties set forth in items (i) through (iv), and (vi) any and all persons or organizations who are entitled to benefit from the injunctions entered pursuant to the Plan (the parties set forth in (i) through (vi) each, a "**Releasee**" and collectively, "**Releasees**") from any and all NAS PI Claims, whether such claims are known or unknown, suspected or unsuspected, concealed or hidden, accrued or not accrued. This Release provides a release only with respect to NAS PI Claims (as such term is defined in the Plan) released hereunder, and no other claims Releasor may have against any Releasee are released hereby.

5. Releasor expressly covenants and agrees forever to refrain from bringing any suit or proceeding, at law or in equity, against Releasees with respect to any Opioid Claim released hereby.

6. In the event of a verdict against others, any judgment entered on the verdict that takes into account the status of the Trust as a party legally responsible for a joint tortfeasor who is legally responsible for the NAS PI Claimant's injuries shall be reduced by no more than the total and actual amount paid as consideration under this Release or such lesser amount as allowed by law.

7. The Releasor (1) represents that no judgment debtor has satisfied in full the Releasees' liability with respect to the NAS PI Claimant's NAS PI Claim as the result of a judgment entered in the tort system and (2) upon information and belief, represents that the Releasor has not entered into a release (other than this Release) that discharges or releases the Releasees' liability to the Releasor with respect to the NAS PI Claimant's NAS PI Claim.

8. Releasor agrees that this Release is to be effective not only on behalf of the NAS PI Claimant but also for the NAS PI Claimant's estate, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns and for any other person or entity asserting any NAS PI Claim based in whole or in part on any NAS injury allegedly suffered by the NAS PI Claimant; provided, however, that this Release does not release NAS Monitoring Opioid Claims or claims (including NAS PI Claims) for opioid-related injuries suffered by the NAS PI Claimant's heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns, or any other person, because of such person's personal use of opioids.

9. Releasor agrees that this is a compromise of disputed claims and that the payment of the consideration for this Release is not to be considered an admission of liability on the part of any person or entity released hereby. It is further understood that this Release is not intended to relinquish any claim Releasees may have against any party or Releasor has against any party that is not a Releasee. The parties further agree that this Release shall not be admissible in any suit or proceeding whatsoever as evidence, except to enforce this Release, nor shall it be an admission of any liability.

10. Releasor, on behalf of the NAS PI Claimant and the NAS PI Claimant's heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns, agrees to indemnify and hold harmless Releasees from any further payment of liabilities, debts, liens, charges, costs and/or expenses of any character (including reasonable attorneys' fees and costs) arising out of any and all opioid-related claims by or on behalf of the NAS PI Claimant and the NAS PI Claimant's heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns up to the full extent of the compensation paid or to be paid by the Trust to Releasor on account of the NAS PI Claim (excluding attorneys' fees and costs); provided, however, that this indemnification and hold harmless obligation shall not apply to claims for opioid-related injuries suffered directly by NAS PI Claimant's

heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns, or any other person, because of such person's (as opposed to NAS PI Claimant's) use of opioids to the extent such claims are not released pursuant to paragraph 8 of this Release.

11. Releasor represents and warrants that all Valid Liens¹⁵, subrogation and reimbursement claims, including any obligations owing or potentially owing under MMSEA¹⁶, relating to benefits paid to or on account of the NAS PI Claimant in connection with, or relating to, the Claim have been resolved or will be resolved from the net proceeds of the settlement payment to the Releasor under this Release or from other funds or proceeds to the extent permitted under applicable lien settlement agreements or under applicable law. Upon request by the Trust, Releasor shall promptly provide the Trust with documentation evidencing Releasor's compliance with the certification in the foregoing sentence. It is further agreed and understood that no Releasee shall have any liability to the Releasor or any other person or entity in connection with such liens or reimbursement claims and that the Releasor will indemnify and hold the Releasees harmless from any and all such alleged liability as provided in the following sentence. The Releasor will indemnify and hold the Releasees harmless, to the extent of the amount of payment hereunder, excluding attorney's fees and costs, from any and all liability arising from subrogation, indemnity or contribution claims related to the NAS PI Claim released herein and from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation or contract related to the NAS PI Claim released herein.

12. Releasor acknowledges that the Trust and the Protected Parties are the beneficiaries of the Claimant's certification pursuant to paragraph 11. In addition, the Releasor consents to the Trust's disclosure of information concerning the Claim as necessary for the Trust to comply with any lien resolution program or other obligation of the Trust with respect to liens that may be asserted against an Award based on an Allowed NAS PI Claim. Such disclosure may include providing information about the Claim and payment of the Claim, including (1) the names, contact information, and Social Security numbers or Tax Identification numbers of the Releasor and the NAS PI Claimant; (2) the NAS PI Claimant's NAS or other disease, date of birth, date of death, and dates regarding exposure to opioid products, diagnoses of NAS or other condition, and treatment regarding such NAS or other condition; and (3) any other information needed to satisfy any obligations concerning such liens to the entity or agent charged with responsibility for monitoring, assessing, or receiving reports or payments in connection with such lien, (b) any third party retained by the Trust to assist the Trust in complying with any lien resolution program or reporting obligations, and (c) any person designated as a Protected Party under the Plan and for which the Trust is obligated to act as a reporting agent pursuant to any lien resolution or reporting obligations.

13. It is further agreed and understood that if the Releasor has filed a civil action against the Trust or the Debtor related to an NAS Claim, the Releasor shall dismiss such civil action and obtain the entry of an order of dismissal with prejudice with respect to any NAS PI Claim released herein no later than 30 days after the date hereof.

¹⁵ A "Valid Lien" is a lien that is permitted by applicable law and with respect to which the lien holder has taken all steps necessary under the terms of the document creating the lien and under applicable law to perfect the lien.

¹⁶ "MMSEA" means 42 U.S.C. §1395y *et seq.* and related statutes, rules, regulations, or guidance in connection therewith, or relating thereto, including the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P. L. 110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or relating thereto.

14. This Release contains the entire agreement between the parties and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof except, if applicable, for the provisions of the TDP.

15. Releasor agrees that the law of the State of Delaware shall govern the construction of this Release notwithstanding any application of choice of law analysis. Releasor expressly authorizes the Trust to make payment under the terms of this Release to Releasor's counsel (if any) as agent for the Releasor.

16. Releasor further states that he or she is of legal age, with no mental disability of any kind, and is fully and completely competent to execute this Release on his or her own behalf and/or in his or her capacities as specified herein. Releasor further states that he or she knows the contents, as well as the effect, of this Release. Releasor further acknowledges that he or she executed this instrument after consultation with his or her attorney or the opportunity to consult with an attorney of his or her choice.

17. TO ENSURE THE ENFORCEMENT OF THIS RELEASE FULLY IN ACCORDANCE WITH THE TERMS HEREOF, INCLUDING BUT NOT LIMITED TO PARAGRAPH 4 HEREOF, RELEASOR HEREBY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND UNDER ANY OTHER FEDERAL OR STATE LAW OF SIMILAR EFFECT. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." IF REPRESENTED BY AN ATTORNEY, RELEASOR ACKNOWLEDGES THAT HE OR SHE HAS BEEN ADVISED BY HIS OR HER ATTORNEY(S) CONCERNING, AND IS FAMILIAR WITH, THE EFFECT OF THIS WAIVER. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THAT THIS WAIVER PREVENTS RELEASOR FROM MAKING ANY CLAIM AGAINST RELEASEES FOR ADDITIONAL DAMAGES EXCEPT AS SPECIFICALLY PROVIDED HEREIN. RELEASOR ACKNOWLEDGES THAT HE OR SHE INTENDS THESE CONSEQUENCES.

18. If any provision or part of any provision of this Release is determined to be void and unenforceable by a court of competent jurisdiction, the remainder of this Release shall remain valid and enforceable to the extent that Releasees' purpose for obtaining this Release can be realized.

19. Releasor acknowledges that the Trust's obligation to pay the Releasor is not triggered until the Trust receives the executed Release from Releasor.

20. Releasor acknowledges that pursuant to section 4.4(e) of the TDP, 5% of each Distribution made by the Trust will be paid to the Common Benefit Escrow and then, upon its establishment, directly to the Common Benefit Fund, on a periodic schedule. To the extent a Holder of a NAS PI Claim has retained, or is a member of a group of Holders that has retained, separate counsel through an individual contingency fee arrangement, the amount payable from such Holder's Distributions under this § 5.3(g)(iv) shall be deducted from any contingency fees and/or costs, in accordance with the Common Benefit Fund, owed to such separate counsel. If the order establishing the Common Benefit Fund provides for the reimbursement of attorneys' costs, a portion of the Common Benefit Fund assessment (up to 40% of the amount payable under this provision) may be applied to the reimbursement of such counsel's actual costs and expenses, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel.

MEDICARE SECONDARY PAYER CERTIFICATION

Pursuant to paragraph 12 of the Release, Releasor hereby represents and certifies to the Trust that, in respect of the Claim, the Releasor has paid or will provide for the payment and/or resolution of any obligations owing or potentially owing under MMSEA in connection with, or relating to, the Claim.

CERTIFICATION

The undersigned hereby (i) agrees to the terms of this Release, (ii) unconditionally and expressly warrants that the person executing this Release on behalf of any other person has full authority to do so on such person's behalf in all respects, (iii) certifies that the information that has been provided to support the Claim, is accurate according to my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, and (iv) declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed on this ____ day of _____, 20____

Signature of NAS PI Claimant or Personal Representative

Name of Personal Representative (if applicable): _____

**RIDER TO RELEASE IN CONNECTION WITH
MALLINCKRODT OPIOID PI TRUST FUND AWARDS**

For a NAS PI Claimant represented by an attorney to receive payment of an Award¹⁷ from the PI Trust, the NAS PI Claimant's attorney must execute and submit to the PI Trust this Rider to the Release.

I, _____ hereby acknowledge and agree that, pursuant to Article IV.X.8 of the Plan and section 2.5 of the Trust Agreement, the PI Trust may withhold 5% of an Award to a NAS PI Claimant and pay it into the Common Benefit Escrow. The withheld amount will be deducted from any contingency fees and/or costs owed to the NAS PI Claimant's counsel. If the order establishing the Common Benefit Fund provides for the reimbursement of attorneys' costs, a portion of the Common Benefit Fund assessment (up to 40% of the amount payable under this provision) may be applied to the reimbursement of such counsel's actual costs and expenses, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel.

I agree to comply with and be bound by the terms of this Rider.

Claimant Printed Name: _____

Law Firm: _____

Attorney Printed Name: _____

Attorney Signature: _____

Date: _____

¹⁷ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Mallinckrodt Opioid Personal Injury Trust NAS PI Claim Release.