

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

|                                  |   |                         |
|----------------------------------|---|-------------------------|
|                                  | ) |                         |
| In re:                           | ) | Chapter 11              |
|                                  | ) |                         |
| MALLINCKRODT PLC,                | ) | Case No. 20-12522 (JTD) |
|                                  | ) |                         |
| Reorganized Debtor. <sup>1</sup> | ) |                         |
|                                  | ) |                         |
|                                  | ) |                         |

**SETTLEMENT AGREEMENT**

This **SETTLEMENT AGREEMENT** (the “Settlement Agreement”) is entered by and between Mallinckrodt plc (“plc”), Mallinckrodt US Holdings LLC (“US Holdings”), the Reorganized Mallinckrodt Debtors (as defined below) and the General Unsecured Claims Trust (as defined below) (collectively, “Mallinckrodt”), on the one hand, and the United States, on behalf of the United States Department of the Interior (“DOI”), including the United States Fish and Wildlife Service (the “FWS”), and on behalf of the United States Environmental Protection Agency (“EPA”) (collectively, the “U.S.”) on the other hand. As used herein, Mallinckrodt and the U.S. are sometimes referred to each as a “Party” or collectively as the “Parties.”

**BACKGROUND AND RECITALS**

I. **The AUS OU.**

A. An Act of Congress established the Crab Orchard National Wildlife Refuge (the “Refuge”) in 1947 by transferring to DOI the jurisdiction, custody, and control of approximately 44,000 acres of federal land in southern Illinois, including Crab Orchard Lake and the surrounding area. FWS, a bureau of DOI, is the manager of the Refuge. This acreage included industrial facilities, known as the Illinois Ordinance Plant (“IOP”), that were constructed by the U.S. and its contractors and used in World War II for the manufacture and storage of munitions to support the war effort.

B. Since 1942, various companies, including entities alleged to be corporate predecessors of one or more Mallinckrodt entities, used facilities at the industrial portion of the Refuge to manufacture and store munitions and industrial explosives and to engage in a wide range of other industrial activities.

---

<sup>1</sup> The Reorganized Debtor in this chapter 11 case is Mallinckrodt plc. On May 3, 2023, the Court entered an order closing the chapter 11 cases of the Reorganized Debtor’s debtor affiliates. A complete list of the debtor affiliates may be obtained on the website of the Reorganized Debtor’s claims and noticing agent at <http://restructuring.ra.kroll.com/Mallinckrodt>. The Reorganized Debtor’s mailing address is 675 McDonnell Blvd., Hazelwood, Missouri 63042.

C. In 1987, EPA listed the Sangamo Electric Dump/Crab Orchard National Wildlife Refuge Site (“Site”) on the National Priorities List (“NPL”), a list of the country’s most serious Superfund Sites established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601 et. seq. The Site is encompassed within the Refuge, and is comprised of the area described as the IOP, including the AUS OU (defined below), as depicted with a solid red line on the maps in Appendix A, and includes any contamination contained therein and/or emanating therefrom.

D. After an initial remedial investigation (“RI”) and feasibility study (“FS”), the Site was divided into several Operable Units (“OUs”) and Records of Decisions were issued for these OUs at various times beginning in 1990 to select remedial actions for each OU. In 1991, DOI, EPA, the Army, and the Illinois Environmental Protection Agency entered into a CERCLA § 120 Federal Facility Agreement.

E. In 1997, in consultation with the parties to the Federal Facility Agreement, DOI formed the Additional and Uncharacterized Sites Operable Unit (“AUS OU”) to address potential releases of hazardous substances not included in other OUs at the Site. The AUS OU is part of the Site and all references herein to the Site shall include the AUS OU. DOI completed a Preliminary Assessment/Site Inspection in 2001, which considered approximately 39 areas of potential contamination and identified approximately 31 areas as requiring further remedial investigation.

F. In 2002, EPA, DOI, and one of the potentially responsible parties at the AUS OU, General Dynamics Ordinance and Tactical Systems, Inc. (“GD-OTS”), signed an Administrative Order on Consent that required GD-OTS to perform the RI/FS for the AUS OU. DOI is the lead federal agency for coordinating, overseeing, and enforcing the response action performed at the AUS OU. Significant response costs have been and continue to be incurred in connection with the AUS OU, and significant additional response costs will be incurred in the future for the further investigation and remediation of contaminants at and from the AUS OU.

## II. Liability Relating to AUS OU

G. Pursuant to CERCLA, (1) current owners or operators of facilities where hazardous substances are disposed, (2) former owners or operators of facilities where hazardous substances were disposed, and (3) persons who “arranged” for treatment or disposal of hazardous substances taken to a facility are liable. *See* 42 U.S.C. § 9601 et. seq. The U.S. has asserted that Mallinckrodt is jointly and severally liable for all response costs, interest and damages incurred and to be incurred at and/or related the AUS OU under CERCLA.

H. From October 1, 1998 through December 26, 2002, DOI allegedly incurred unreimbursed response costs for AUS OU in the amount of \$6,010,604.17.

I. From January 1, 1997 through February 28, 2021, EPA allegedly incurred unreimbursed response costs for AUS OU in the amount of \$103,281.

J. A feasibility study is being prepared for the AUS OU to evaluate alternatives for remedial action that may be necessary to protect human health and the environment from the release of hazardous substances in groundwater at approximately 31 separate areas and in soil, sediment and/or debris at approximately 13 specific areas identified during the RI/FS process.

When the FS is complete, the appropriate remedial actions will be selected for the areas requiring remediation. DOI and EPA estimate that the future cost to perform the remedial action, including design, construction, monitoring, and other associated activities, will be between \$300 million and \$600 million. DOI estimates that its oversight costs for the remedial action will be between \$50 million and \$90 million. EPA estimates that its oversight costs for the remedial action will be \$4.3 million.

### III. Mallinckrodt's Chapter 11 Cases

K. PLC, US Holdings and certain of their affiliated entities (collectively, the "Mallinckrodt Debtors") filed voluntary petitions commencing cases (the "Chapter 11 Cases") for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), on October 12, 2020 (the "Petition Date").

L. On April 9, 2021, the U.S., at the request of EPA and DOI, filed proofs of claim in the Chapter 11 Cases against plc (Claim No. 48707) and US Holdings (Claim No. 48723) (collectively, the "Proofs of Claim"). The Proofs of Claim asserted a claim for the past costs of EPA and DOI, all future clean-up costs and all liability under CERCLA, 42 U.S.C. §§ 9601 et. seq. related to the AUS OU,<sup>2</sup> as well as what was referred to as a "protective filing" to reserve and, alternatively, preserve any future action by the U.S. to impose, compel or enforce any "injunctive obligation", including an injunctive obligation "to comply with work requirements imposed by environmental statutes, regulations, court orders, administrative orders, or permits" (such obligations and requirements are referred to collectively as "Injunctive Relief").

M. On January 6, 2022, the Mallinckrodt Debtors filed the *Fourth Amended Joint Plan of Reorganization of Mallinckrodt plc and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. 6066] (the "Fourth Amended Plan") with the Bankruptcy Court. On February 3, 2022, the Bankruptcy Court entered its *Revised Opinion* [Docket No. 6378] (the "Confirmation Opinion"), confirming the Fourth Amended Plan subject to certain modifications as set forth in the Confirmation Opinion.

N. On February 18, 2022, the Debtors filed the *Fourth Amended Joint Plan of Reorganization (with Technical Modifications) of Mallinckrodt plc and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. 6510] (together with all exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Plan"). The Bankruptcy Court entered an order confirming the Plan [Docket No. 6660] on March 2, 2022 (the "Confirmation Order"). The Plan has been substantially consummated and the Effective Date (as defined in the Plan) of the Plan occurred on June 16, 2022. The "Reorganized Mallinckrodt Debtors" shall consist of the Mallinckrodt Debtors, as reorganized pursuant to and under the Plan, or any successor thereto.

---

<sup>2</sup> Proof of Claim 48723 also asserts a claim against US Holdings related to the Lake Calumet Cluster Site (the "Cluster Site") in Chicago, Illinois. For the avoidance of doubt, this Settlement Agreement does not resolve or otherwise address the U.S.' claims with respect to the Cluster Site.

O. The General Unsecured Claims Trust (as defined in the Plan) was established in accordance with the Plan, the Confirmation Order, and the General Unsecured Claims Trust Documents (as defined in the Plan) to, among other things, resolve all General Unsecured Claims and Trade Claims (as such terms are defined in the Plan) assumed thereby in accordance with the Plan, the General Unsecured Claims Trust Document, and the Confirmation Order.

P. The Parties have engaged in good-faith, arm's-length negotiations in an effort to fully and finally resolve the Proofs of Claim of the U.S. against, and the liabilities of, Mallinckrodt and Mallinckrodt's corporate successors (in their capacity as such), specifically including the Reorganized Mallinckrodt Debtors, (collectively, the "Mallinckrodt Parties") relating to the Site. This Settlement Agreement is the product of those negotiations. The treatment of liabilities provided for herein represents a compromise of the contested positions of the Parties that is entered into solely for purposes of this settlement, and the Parties reserve their legal arguments as to any issues involved in other matters.

### SETTLEMENT

**NOW, THEREFORE**, without the admission of liability or the adjudication of any issue of fact or law, in consideration of the mutual promises and covenants herein, the sufficiency and adequacy of which is expressly acknowledged by all Parties, the Parties hereto agree as follows:

1. **Incorporation of Background and Recitals.** The foregoing background and recitals are incorporated in this Settlement Agreement.

2. **Allowed Class 6(e) Environmental Claim Against U.S. Holdings.** The U.S. shall have an allowed Class 6(e) Environmental Claim solely against U.S. Holdings in the amount of \$57.38 million relating to the AUS OU (the "Allowed U.S. Claim") under the Plan which shall consist of an Allowed DOI Claim of \$56,880,784 ("Allowed DOI Claim") and an Allowed EPA Claim of \$499,216 ("Allowed EPA Claim"). Only the amount of cash received by EPA pursuant to this Settlement Agreement for the Allowed EPA Claim, and not the total amount of the Allowed EPA Claim shall be credited by EPA to its account for the AUS OU, which credit shall reduce the liability of non-settling potentially responsible parties for the AUS OU by the amount of the credit. Only the amount of cash received by DOI pursuant to this Settlement Agreement for the Allowed DOI Claim, and not the total amount of the Allowed DOI Claim shall be credited by DOI to its account for the AUS OU, which credit shall reduce the liability of non-settling potentially responsible parties for the AUS OU by the amount of the credit.

a. The U.S. may, in its sole discretion, deposit any portion of any cash distributions it receives pursuant to this Stipulation for the Allowed DOI Claim into the Central Hazardous Materials Fund, pursuant to Section 122(b)(3), 42 U.S.C. § 9622(b)(3).

b. The U.S. may, in its sole discretion, deposit any portion of any cash distributions it receives pursuant to this Stipulation for the Allowed EPA Claim into the Hazardous Substance Superfund, pursuant to Section 122(b)(3), 42 U.S.C. § 9622(b)(3), to be retained and used to conduct or finance response actions at or in connection with the AUS OU, or to be transferred to the Hazardous Substance Superfund.



c. Distributions to the U.S. pursuant to this Settlement Agreement shall be made at <https://www.pay.gov> or by FedWire Electronic Funds Transfer in accordance with instructions, including a Consolidated Debt Collection System (“CDCS”) number, to be provided to Mallinckrodt or the GUC Trustee by the Financial Litigation Unit of the United States Attorney’s Office for the District of Delaware. At the time of any distribution pursuant to this Settlement Agreement, Mallinckrodt or the GUC Trustee shall transmit written confirmation of such distribution to the U.S., with a reference to Bankruptcy Case Number **20-12522**, the CDCS number, and applicable Site/Spill ID Number IL8143609487 at the following email and mailing addresses:

**EPA:**

By Email: [CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov)

By Mail: EPA Cincinnati Finance Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268.

**DOI:**

By Email: [veronica\\_dickerson@ios.doi.gov](mailto:veronica_dickerson@ios.doi.gov)

By Mail: Veronica Dickerson, Interim Central Hazardous Materials Fund Coordinator, OEPC, U.S. Department of the Interior, 1849 C Street NW MIB Room 2615, Washington, D.C. 20240

**DOJ:**

By Email: [EESCaseManagement.ENRD@usdoj.gov](mailto:EESCaseManagement.ENRD@usdoj.gov)

By Mail: EES Case Management Unit, Environment and Natural Resources Division, U.S. Department of Justice, Box 7611 Ben Franklin Station, Washington, DC 20044-7611.

3. **Full and Final Satisfaction of Proofs of Claim Against Mallinckrodt With Respect to the Site.** Notwithstanding anything in the Plan to the contrary, including the “Special Provisions for the United States” set forth in Section XII.Q of the Plan, the distributions, rights and treatment of the Allowed U.S. Claim as provided in the Plan shall be the only distributions or payments by the Mallinckrodt Parties with respect to the Site. For the avoidance of doubt, the allowance of the Allowed U.S. Claim against U.S. Holdings pursuant to this Settlement Agreement and the treatment afforded such Allowed U.S. Claim as a Class 6(e) Environmental Claim under the Plan resolves (subject to paragraph 4(d)-(f)) any and all Claims and Causes of Action<sup>3</sup> of the U.S. against the Mallinckrodt Parties with respect to the Site: 1) pursuant to Sections 106, 107 or

---

<sup>3</sup> “Claims and Causes of Action” as used in this Settlement Agreement shall mean all claims (including “claims” as defined in section 101(5) of the Bankruptcy Code), debts, demands, disputes, rights, actions, causes of action, claims for relief, agreements, suits, matters, liabilities, pre-judgement interest, losses, damages of any kind, interest, attorneys’ fees, expert or consulting fees, indemnification, contribution and any and all other costs, expenses or liabilities whatsoever, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown, at law or in equity, matured or unmatured, in contract, statutory, tort or otherwise, whether class, individual, derivative or otherwise in nature, including but not limited to claims for Injunctive Relief, costs of response, and/or claims for damages for injury to, destruction of, or loss of natural resource damages, and for the costs of any natural resource damage assessments.

113 of CERCLA (42 U.S.C. §§ 9606, 9607 or 9613), and Sections 3008(h) or 7003 of RCRA (42 U.S.C. §§ 6928(h) and 6973); and/or 2) relating to or reserved in the Proofs of Claim (including the protective contingent claim) with respect to the Site.

4. **Covenant Not to Sue by the U.S.** In consideration of all of the foregoing, including, without limitation, the distributions and/or payments that will be made and the Allowed U.S. Claim authorized pursuant to the terms of this Settlement Agreement:

a. EPA covenants not to file a civil action or take administrative action against any of the Mallinckrodt Parties with respect to all Claims and Causes of Action arising from or relating to the Site, or any part thereof: 1) under or pursuant to Sections 106 or 107 of CERCLA (42 U.S.C. §§ 9606, and 9607), and Section § 7003 of RCRA (42 U.S.C. § 6973); and/or 2) relating to the Proofs of Claim with respect to the Site.

b. DOI covenants not to sue or take administrative action against the Mallinckrodt Parties with respect to all Claims and Causes of Action arising from or relating to the Site, or any portion thereof: 1) under or pursuant to Sections 106, 107 or 113 of CERCLA (42 U.S.C. §§ 9606, 9607 or 9613) and/or 2) relating to the Proofs of Claim with respect to the Site.

c. Without in any way limiting the covenants set forth in Paragraphs 4(a) and (b) (and the reservations thereto set forth in Paragraphs 4(d)-(f)), and notwithstanding any other provision of this Settlement Agreement, such covenants shall also apply to the Mallinckrodt Parties' successors and assigns, officers, directors, employees, and trustees, but only to the extent that the alleged liability of the successor or assign, officer, director, employee, or trustee is based solely on its status and in its capacity as a successor or assign, officer, director, employee, or trustee of the Mallinckrodt Parties.

d. The covenants set forth in this paragraph extend only to the Mallinckrodt Parties and the persons described in Paragraph 4(c) and do not extend to any other person. Nothing in this Settlement Agreement is intended as a covenant for any person or entity other than the Mallinckrodt Parties, the U.S., and the persons described in Paragraph 4(c). The U.S. and the Mallinckrodt Parties expressly reserve all Claims and Causes of Action, either judicial or administrative, past, present, or future, in law or equity, which they may have against all other persons, firms, corporations, or entities, specifically including Mallinckrodt US LLC and US Surgical Corporation, for any matter arising at or relating in any manner to the Site. Further, nothing in this Settlement Agreement diminishes the right of the U.S., pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to enter into any settlement that gives rise to contribution protection for any person not a Party to this Settlement Agreement.

e. The U.S. expressly reserves, and this Settlement Agreement is without prejudice to, all rights against Mallinckrodt and the persons described in Paragraph 4(c) with respect to all matters other than those in Paragraphs 3, 4(a) and 4(b). The U.S. also specifically reserves, and this Settlement Agreement is without prejudice to, any action based on a failure to meet a requirement of this Settlement Agreement. In addition, this Settlement Agreement is without prejudice to any rights of the U.S. against Mallinckrodt and the persons described in Paragraph 4(c) with respect to the Site for liability under federal or state law for affirmative acts by Mallinckrodt or the persons described in Paragraph 4(c) occurring after the date of lodging of

this Settlement Agreement. As used in the preceding sentence, the phrase “affirmative acts by Mallinckrodt or the persons described in Paragraph 4(c) occurring after the date of lodging of this Settlement Agreement” does not include continuing releases related to conduct occurring before or contamination or threatened contamination or hazardous substances or solid or hazardous wastes stored or existing at the Site before the date of lodging of this Settlement Agreement. Nothing in this paragraph or Settlement Agreement shall replace, supersede or modify any of the discharges or injunctions set forth in the Plan or Confirmation Order.

f. Nothing in this Settlement Agreement shall be deemed to limit the authority of the U.S. to take any response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable statute or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the U.S. pursuant to such authority, provided, however, that nothing in this sentence affects the covenants set forth in Paragraphs 4(a) and (b). Nothing in this Settlement Agreement shall be deemed to limit the access or information-gathering authority of the U.S. under Sections 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007(a) of RCRA, 42 U.S.C. § 6927(a), or any other applicable statute or regulation.

5. **Covenant Not to Sue by Mallinckrodt.**

a. Mallinckrodt covenants not to sue and agrees not to assert or pursue any Claims and Causes of Action against the United States, including each department, agency, and instrumentality of the United States, with respect to the Site, including, but not limited to: (i) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund; (ii) any claim under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or Section 7003 of RCRA, 42 U.S.C. § 6973; or (iii) any claim arising out of response activities at the Site. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d). These covenants extend only to the United States and do not extend to any other person.

b. The covenant in Paragraph 5(a) above shall not apply and shall be void in the event that the United States or any agency, department or subdivision thereof brings a cause of action or issues an order against any of the Mallinckrodt Parties with respect to the Site or any portion thereof, except to the extent the cause of action or order is for failure to meet a requirement of this Settlement Agreement or to the extent it is for actions by Mallinckrodt occurring after the date of the lodging of this Settlement Agreement (as set forth in Paragraph 4(e) hereof).

6. **Contribution Protection.**

a. The Parties agree, and by entering this Settlement Agreement the Court finds, that this settlement constitutes a judicially-approved settlement pursuant to which the Mallinckrodt Parties have, as of the Effective Date, resolved their liability to the U.S. within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that the Mallinckrodt Parties are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, and as may be otherwise provided by law, for the “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement



Agreement shall specifically include, but are not limited to, all response actions taken or to be taken, all costs, interest, and damages (including natural resource damages) incurred or to be incurred, and all Claims and Causes of Action by the U.S. or any other person in any way relating to the Site or AUS OU. Notwithstanding the foregoing, the matters addressed in this Settlement Agreement do not include any claims for costs incurred by any person, other than the U.S., prior to the Petition Date for which a proof of claim was filed in the Chapter 11 Cases. However, the matters addressed include any claims for reimbursement of federal oversight costs, and interest thereon, in any way relating to the Site or AUS OU whether or not included as part of any such proof of claim. Notwithstanding the foregoing, if the U.S. exercises rights under the reservations in Paragraph 4(e) with respect to affirmative acts taken by Mallinckrodt at the Site after the date of lodging this Settlement Agreement, the “matters addressed” in this Settlement Agreement shall no longer include those response costs, response actions, or natural resource damages and assessment costs to the extent they are attributable to such actions.

b. Mallinckrodt agrees that, with respect to any suit or claim brought against it after the Effective Date for matters related to this Settlement Agreement, it will notify the U.S. in writing within ten days after service of the complaint or claim upon it. In addition, in connection with any such suit or claim, Mallinckrodt agrees that it will notify the U.S. in writing within ten days after service or receipt of any motion for summary judgment, and within ten days after receipt of any order from a court setting a case for trial (provided, however, that the failure to notify the U.S. shall not in any way affect the protections afforded under covenants and reservations contained in this Settlement Agreement).

7. **Bankruptcy Court Approval.** This Settlement Agreement shall be subject to approval of the Bankruptcy Court. Mallinckrodt shall promptly seek approval of this Settlement Agreement under Bankruptcy Rule 9019 or applicable provisions of the Bankruptcy Code.

a. This Settlement Agreement shall be lodged with the Bankruptcy Court and shall thereafter be subject to a period of public comment following publication of notice of the Settlement Agreement in the *Federal Register*. The public comment period may run concurrently with any notice period required pursuant to Bankruptcy Rule 2002 or applicable local rule in connection with judicial approval of Mallinckrodt’s entry into the Settlement Agreement.

b. After the conclusion of the public comment period, the U.S. will file with the Bankruptcy Court any comments received, as well as the U.S.’ responses to the comments, and at that time, if appropriate, the U.S. will request approval of the Settlement Agreement. The U.S. reserves the right to withdraw or withhold its consent if the comments regarding the Settlement Agreement disclose facts or considerations which indicate that the Settlement Agreement is not in the public interest.

c. If for any reason: (a) the Settlement Agreement is withdrawn by the U.S. as provided; (b) the Settlement Agreement is not approved by the Bankruptcy Court; or (c) the Bankruptcy Cases are dismissed or converted to cases under Chapter 7 of the Bankruptcy Code before the effective date of the Plan: (i) this Settlement Agreement shall be null and void, and the Parties shall not be bound hereunder or under any documents executed in connection herewith; (ii) the Parties shall have no liability to one another arising out of or in connection with this Settlement Agreement or under any documents executed in connection herewith; and (iii) this Settlement



Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value.

d. If the U.S. requests approval of the Settlement Agreement after the public comment period, then the U.S. hereby consents to the entry of an order by the Bankruptcy Court approving Mallinckrodt's entry into this Settlement Agreement. Notwithstanding the possible applicability of Rule 6004(h) of the Federal Rules of Bankruptcy Procedure, the terms and conditions of the Settlement Agreement shall be immediately effective and enforceable upon entry of an order approving the Settlement Agreement (the "Effective Date" of this Settlement Agreement).

8. **Plan.** Mallinckrodt shall not amend the Plan in a manner inconsistent with the terms and provisions of this Settlement Agreement, or take any other action in the Bankruptcy Cases that is inconsistent with the terms and provisions of this Settlement Agreement. Mallinckrodt shall timely serve the U.S. with any motion to amend the Plan after its confirmation. The U.S. shall not oppose any term or provision of the Plan that is addressed by and consistent with this Settlement Agreement. The Parties reserve all other rights and defenses they may have with respect to the Plan.

9. **Authorization to Execute.** Each person who executes this Settlement Agreement represents that he or she is duly authorized to do so on behalf of the respective Party hereto and that such Party has full knowledge and has consented to this Settlement Agreement.

10. **Successors and Assigns.** This Settlement Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of said Parties and each of them and to their successors and assigns. For the avoidance of doubt, this Settlement Agreement shall be binding upon the General Unsecured Claims Trust from and after the Effective Date, as successor to the Mallinckrodt Debtors with respect to the matters settled herein.

11. **Entire Agreement and Modification.** The Parties hereto represent and acknowledge that in executing this Settlement Agreement they do not rely and have not relied upon any representation or statement made by any of the Parties or by any of the Parties' agents, advisors, attorneys, or representatives with regard to the subject matter or effect of this Settlement Agreement or otherwise, other than those specifically stated in this Settlement Agreement. This Settlement Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof. This Settlement Agreement may only be amended or modified by a writing signed by the Parties hereto. Any waiver of any provision of this Settlement Agreement shall not constitute a waiver of any other provision of this Settlement Agreement unless expressly so indicated otherwise.

12. **Severability.** The terms of this Settlement Agreement are severable so that if any term or provision is invalid or unenforceable, that term will be modified to the extent necessary to make it valid or enforceable, or deleted if incapable of being so modified, and the rest of this Settlement Agreement will remain in full force and effect.

13. **Interpretation.** Because counsel for both Parties have participated in the negotiation of this Settlement Agreement, the Parties agree that the Settlement Agreement shall not be subject to any interpretative rules favoring or disfavoring any Party. Capitalized terms not otherwise defined in this Settlement Agreement shall have the meaning ascribed to such terms in the Plan. Terms not otherwise defined herein or in the Plan shall have the meanings ascribed to them in CERCLA or their common meaning, whichever is broader and more encompassing.

14. **Headings.** The Parties acknowledge and agree that the headings in this Settlement Agreement are for convenience only and shall not be given any meaning in construing the Settlement Agreement.

15. **Counterparts.** This Settlement Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same document. True and correct facsimile and/or emailed copies of signed counterparts may be used in place of the originals for any purpose.

16. **Bankruptcy Court Jurisdiction.** The Parties agree that the Bankruptcy Court shall retain jurisdiction to resolve any dispute arising from or related to this Settlement Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have entered into this Settlement Agreement as of the Effective Date identified in Paragraph 7(d) hereof.

Mallinckrodt plc  
By: [Signature]  
Print Name: STEPHEN WELCH  
Its: EMP & Head of Specialty Generics

Mallinckrodt US Holdings LLC  
By: [Signature]  
Print Name: STEPHEN WELCH  
Its: Assistant Secretary

Reorganized Mallinckrodt Debtors  
By: [Signature]  
Print Name: STEPHEN WELCH  
Its: EMP & Head of Specialty Generics


General Unsecured Claims Trust  
By: [Signature]  
Print Name: Heather L. Barlow,  
solely in her capacity as  
Trustee of the General  
Unsecured Claims Trust  
Its: Trustee

**FOR THE UNITED STATES DEPARTMENT  
OF JUSTICE**

TODD KIM  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

September 11, 2023

Dated

  
\_\_\_\_\_  
MATTHEW INDRISANO  
KATHERINE A. ABEND  
Attorneys  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611  
(202) 514-2463  
[Matthew.Indrisano@usdoj.gov](mailto:Matthew.Indrisano@usdoj.gov)  
[Katherine.Abend@usdoj.gov](mailto:Katherine.Abend@usdoj.gov)



**FOR THE UNITED STATES DEPARTMENT  
OF THE INTERIOR**

**AARON  
MOODY**

Digitally signed by  
AARON MOODY  
Date: 2023.07.18  
13:53:37 -04'00'

\_\_\_\_\_  
Dated

\_\_\_\_\_  
AARON MOODY  
Associate Solicitor  
U.S. Department of the Interior  
Office of the Solicitor  
Division of Land Resources  
1849 C Street, N.W., MS6412  
Washington, DC 20240

**FOR THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY**

August 3, 2023  
Dated

**DOUGLAS  
BALLOTTI** Digitally signed by  
DOUGLAS BALLOTTI  
Date: 2023.08.03  
09:44:39 -05'00'

---










**DOUGLAS BALLOTTI**

Director  
Superfund & Emergency Management Division  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3507

Appendix A

**Crab Orchard National Wildlife Refuge Environmental Land Use Control Overview Map**

February 2007

-  AUS OU
-  MISCA OU
-  Metals OU
-  PCB OU
-  EMMA OU
-  Water Tower OU
-  Detailed Reference Figure
-  Former Illinois Ordinance Plant
-  Crab Orchard National Wildlife Refuge

