

tyco

Healthcare

Mallinckrodt

Patricia Hitt Duft
Staff Vice President, Legal

Mallinckrodt Inc.
675 McDonnell Boulevard
P.O. Box 5840
St. Louis, MO 63134

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January 10, 2002

Via Fax (301-415-5397) and U.S. Mail

Mr. Tom Frederichs
U.S. Nuclear Regulatory Commission
11545 Rockville Pike
Rockville, Maryland 20852

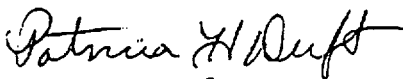
Re: Mallinckrodt Inc.'s CT-Decommissioning Financial Assurance Plan
Amendment to Standby Trust Agreement

Dear Tom:

As we discussed, Bankers Trust Company has requested that Mallinckrodt Inc. and the U.S. Nuclear Regulatory Commission ("the NRC") provide an amendment to the Standby Trust Agreement pursuant to Section 15. I have attached an amendment to the Standby Trust Agreement for execution by the NRC to forward to Bankers Trust Company requesting an amendment in accordance with the comments that you sent to Mallinckrodt via letter dated December 13, 2000. After you execute the amendment, please fax it to me and send the original to me; I will then send both to Banker's Trust Company.

For your convenience, I have attached a copy of the Standby Trust Agreement revised in accordance with your comments. If you have any questions or other revisions to the Standby Trust Agreement, please contact me.

Sincerely,



Patricia H. Duft

:sar

enclosures

AMENDMENT
TO
STANDBY TRUST AGREEMENT
DATED JULY 26, 2000

WHEREAS, MALLINCKRODT INC., a Delaware corporation, located at 675 McDonnell Boulevard, P.O. Box 5840, St. Louis, Missouri (the "Grantor"), SANPAOLO IMI S.p.A., located at 245 Park Avenue, New York, New York 10167, (SANPAOLO Bank), and BANKERS TRUST COMPANY, located at 4 Albany Street, New York, NY 10006 (the "Trustee"), entered into a STANDBY TRUST AGREEMENT ("Agreement") dated July 26, 2000,

WHEREAS, the U.S. Nuclear Regulatory Commission (the "NRC"), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 40. These regulations, applicable to the Grantor, require that a holder of, or an applicant for, a Part 40 license provide assurance that funds will be available when needed for required decommissioning activities;

WHEREAS, the purpose of the Standby Trust Agreement is to meet requirements of the NRC;

WHEREAS, the Agreement did not follow the form of the NRC standard language and is unacceptable to the NRC;

WHEREAS, Mallinckrodt as Grantor, Banker's Trust as Trustee and SanPaulo Bank agree to amend the Agreement as requested by the NRC and in accordance with Section 15 of said Agreement;

NOW, THEREFORE, the Grantor, the Trustee and SanPaulo Bank agree to amend the Agreement as follows:

The Parties agree to amend the Agreement in accordance with the attached revised Agreement, and replace the Agreement, but not the attachments to the Agreement, with the Amended Standby Trust Agreement dated as of January 2002. This Amendment may be executed in counterparts by one or more of the parties on any number of separate counterparts (including by facsimile), and all of said counterparts when taken together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by the respective officers duly authorized and the corporate seals to be hereunto affixed and attested as of the date first written above.

ATTEST: MALLINCKRODT INC., a Delaware corporation

(SEAL)

By: _____

Title:

ATTEST:

SANPAOLO IMI S.p.A., New York Branch

By:

Title:

By:

Title:

ATTEST:

BANKERS TRUST COMPANY

By:

Title:

ATTEST:

U.S. NUCLEAR REGULATORY COMMISSION

By:

Title:

AMENDED STANDBY TRUST AGREEMENT

STET San Paolo

January 2002

AMENDED

STANDBY TRUST AGREEMENT, the Agreement entered into as of July 26th, 2000 by and among MALLINCKRODT INC., a Delaware corporation, located at 675 McDonnell Blvd., P.O. Box 5840, St. Louis, MO 63134, (the "Grantor"), ~~SANPAOLO IMI S.p.A.~~, located at ~~245 Park Avenue, New York, New York 10167~~ (the "Credit Enhancement Provider"), and BANKERS TRUST COMPANY, located at 4 Albany Street, New York, NY 10006, (the "Trustee").

(SAN PAULO Bank)

WHEREAS, the U.S. Nuclear Regulatory Commission (the "NRC"), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 40. These regulations, applicable to the Grantor, require that a holder of, or an applicant for, a Part 40 license provide assurance that funds will be available when needed for required decommissioning activities.

SAN PAULO Bank

WHEREAS, the Grantor has elected to use a letter of credit (to be issued by ~~the Credit Enhancement Provider~~) to provide all of such financial assurance for the facilities identified herein; and

WHEREAS, when payment is made under a letter of credit, this standby trust shall be used for the receipt of such payment; and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor, the Trustee and ~~the Credit Enhancement Provider~~ agree as follows:

SAN PAULO Bank

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the NRC licensee who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the trustee who enters into this Agreement and any successor Trustee.
- ~~(c) The term "Credit Enhancement Provider" means the credit enhancement provider who enters into this Agreement.~~

Section 2. Costs of Decommissioning. This Agreement pertains to the costs of decommissioning the materials and activities identified in License Number STB-401 issued to Mallinckrodt Inc. under 10 CFR Part 40 as shown in Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a standby trust fund with the Trustee (the "Fund") for the benefit of the NRC, in which the proceeds of any drawings under the Letter of credit shall be deposited. Access to the funds in the Trust Account shall be limited to the Grantor and the Trustee pursuant to the provisions of this Standby Trust Agreement. Under no circumstances shall ~~the Credit Enhancement Provider or~~ any other third party have access to the Fund.

Section 4. Payments Constituting the Fund. Payments made to the Trustee for the fund shall consist of cash, securities, or other liquid assets acceptable to the Trustee. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee are referred to as the "Fund," together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount of, or adequacy of the Fund, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the NRC.

Section 5. Payment for Required Activities Specified in the Plan. The Trustee shall make payments from the Fund to the Grantor upon presentation to the Trustee of the following:

- a. A certificate duly executed by the Secretary of the Grantor attesting to the occurrence of the events, and in the form set forth in the attached Specimen Certificate as Exhibit A, and
- b. A certificate, attached as Exhibit B, attesting to the following conditions:
 - (1) that decommissioning is proceeding pursuant to an NRC-approved plan.
 - (2) that the funds withdrawn will be expended for activities undertaken pursuant to that Plan, and
 - (3) that the NRC has been given 30 days' prior notice of the Grantor's intent to withdraw funds from the Fund.

No withdrawal from the Fund by the Grantor can exceed 10 percent of the outstanding balance of the Fund unless NRC written approval is attached to the Grantor's request for such withdrawal.

In addition, the Trustee shall refund to the Grantor such amounts as the NRC specifies in writing.

In the event of the Grantor's default or inability to direct decommissioning activities, the Trustee shall make payments from the Fund as the NRC shall direct, in writing, to provide for the payment of the costs of required activities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the NRC, or State agency, from the Fund for expenditures for required activities in such amounts as the NRC, or State agency, shall direct in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 6. Trust Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee, from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the fund, the Trustee shall discharge its duties with respect to the Fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended (15 U.S.C. 80a-2(a)), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal Government, and in obligations of the Federal Government such as GNMA, FNMA, and FHLM bonds and certificates or State and Municipal bonds rated BBB or higher by Standard and Poors or Baa or higher by Moody's Investment Services; and
- (c) For a reasonable time, not to exceed 60 days, the Trustee is authorized to hold uninvested cash, awaiting investment or distribution, without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion.

- (a) To transfer from time to time any or all of the assets of the fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.), including one that may be created, managed, underwritten, or to which investment advice is rendered, or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale, as necessary to allow duly authorized withdrawals at the joint request of the Grantor and the NRC or to reinvest in securities at the direction of the Grantor;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the fund in its own name, or in the name of a nominee, and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, to reinvest interest payments and funds from matured and redeemed instruments, to file proper forms concerning securities held in the Fund in a timely fashion with appropriate government agencies, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee or such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee in its separate corporate capacity, or in any other banking institution affiliated with the Trustee to the extent insured by an agency of the Federal government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of the Fund, including fees for legal services rendered to the Trustee, the compensation of the Trustee, to the extent not paid

directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. After payment has been made into the Fund, the Trustee shall annually, at least 30 days before the anniversary date of receipt of the initial payment into the Fund, furnish to the Grantor and to the NRC a statement confirming the value of the Fund. Any securities in the Fund shall be valued at market value as of no more than 60 days before the anniversary date of the establishment of the Fund. The failure of the Grantor to object in writing to the Trustee, within 90 days after the statement has been furnished to the Grantor and the NRC, or State agency, shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee, with respect to the matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting on the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantor. (See Schedule C.)

ALMOST OK
Section 13. Successor Trustee. Upon 90 days' prior notice to the NRC ^{and} ~~and the Credit Enhancement Provider~~, the Trustee may resign; upon 90 days' prior notice to NRC ^{and} ~~the Trustee, and the Credit Enhancement Provider~~, the Grantor may replace the Trustee; but such resignation or replacement shall not be effective until the Grantor ~~and the Credit Enhancement Provider~~ have appointed a successor Trustee and this successor accepts the appointment. The successor Trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor Trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor Trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions. The successor Trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the NRC or State agency, ^{and} ~~the present Trustee, and the Credit Enhancement Provider~~, by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions required under this Agreement, shall be in writing, signed by such persons as are signatories to this agreement or such other designees as the Grantor may designate in writing. The Trustee ~~and the Credit Enhancement~~

~~Provider~~ shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. If the NRC or State agency issues orders, requests, or instructions to the Trustee, ~~and/or the Credit Enhancement Provider~~, these shall be in writing, signed by the NRC, or State agency, or their designees, and the Trustee, ~~and the Credit Enhancement Provider~~, shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor, the NRC, or State agency, hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instruction from the Grantor and/or the NRC, or State agency, except as provided for herein.

Section 15. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, ~~the Credit Enhancement Provider~~, and the NRC, or State agency, or by the Trustee, ~~the Credit Enhancement Provider~~, and the NRC or State Agency, if the Grantor ceases to exist.

Section 16. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 15, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, ~~the Credit Enhancement Provider~~ and the NRC or State agency, or by the Trustee, ~~the Credit Enhancement Provider~~ and the NRC or State agency, if the Grantor ceases to exist. Upon termination of the trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor or its successor.

Section 17. Immunity and Indemnification. The Trustee ~~and the Credit Enhancement Provider~~ shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this trust, or in carrying out any directions by the Grantor, the NRC, or State agency, issued in accordance with this Agreement. The Trustee ~~and the Credit Enhancement Provider~~ shall be indemnified and held harmless by the Grantor or from the trust fund, or both, from and against any personal liability to which the Trustee, ~~and/or the Credit Enhancement Provider~~, may be subjected by reason of any act or conduct in their official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 18. Acceptance of Trusts and Duties. The Trustee accepts the trusts hereby created and agrees to perform its duties hereunder with respect to such trusts, but only upon the terms of this Agreement. In particular:

- ~~(a) The Trustee shall not be liable for any error of judgment made in good faith by the Trustee,~~

in good faith

a
(b)

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the instructions of the Grantor and/or the NRC;

b
OK (c)

No provision of this Agreement shall require the Trustee to expend or risk funds or otherwise incur any financial liability in the performance of any of its rights or powers hereunder if the Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;

c
OK (d)

The Trustee shall not be responsible for or in respect of the validity or sufficiency of this Agreement or for the due execution hereof by the Grantor ~~or the Credit Enhancement Provider~~ for the form, character, genuineness, sufficiency, value or validity of any of portion of the trust estate hereby created. The Trustee shall in no event assume or incur any liability, duty or obligation other than as expressly provided for herein; and

d
OK (e)

The Trustee shall be under no obligation ~~to exercise any of the rights or powers vested in it by this Agreement, or to~~ institute, conduct or defend any litigation under this Agreement or otherwise or in relation to this Agreement, at the request, order or direction any of the Grantor, ~~the NRC or the Credit Enhancement Provider,~~ unless offered security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred by the Trustee therein or thereby. The right of the Trustee to perform any discretionary act enumerated in this Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct in the performance of any such act.

OK

Section 19. Not Acting in Individual Capacity. Except as provided in this Agreement, in accepting ~~the trusts hereby created,~~ *Grantor or from the trust fund, or both for payment or satisfaction* Trustee acts solely as Trustee hereunder and not in its individual capacity, and all Persons having any claim against the Trustee by reason of the transactions contemplated by this Agreement shall look only to the ~~assets constituting the trust estate for payment or satisfaction thereof.~~

OK

~~Section 20. Trustee Not Liable for Trust Obligations. The Trustee makes no representations as to the validity or sufficiency of this Agreement (other than the signature of the Trustee).~~

Section 21. Trustee's Fees and Expenses. The Trustee shall receive as compensation for its services hereunder such fees as have been separately agreed upon before the date hereof between the Grantor and the Trustee, and the Trustee shall be entitled to be reimbursed by the Grantor for its other reasonable expenses hereunder, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Trustee may employ in connection with the exercise and performance of its rights and its duties hereunder. Any amounts paid to the Trustee pursuant to this Section or Section 22 below shall be deemed not to be a part of the trust estate immediately after such payment.

San Paolo Bank

Section 22. Indemnification. ~~The Credit Enhancement Provider~~ shall be liable as primary obligor for, and shall indemnify the Trustee (in its individual and trustee capacity) and its successors, assigns, agents and servants (collectively, the "Indemnified Parties") from and against, any and all liabilities, obligations, losses, damages, taxes, claims, actions and suits, and any and all reasonable costs, expenses and disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever (collectively, "Expenses") which may at any time be imposed on, incurred by, or asserted against the Trustee or any indemnified party in any way relating to or arising out of this Agreement, the trust estate, the administration of the trust estate or the action or inaction of the Trustee hereunder, except only that ~~the Credit Enhancement Provider~~ shall not be liable for or required to indemnify an indemnified party from and against expenses arising or resulting from the gross negligence or willful misconduct of the Trustee. The indemnities contained in this Section shall survive the resignation or termination of the Trustee or the termination of this Agreement. In any event of any claim, action or proceeding for which indemnity will be sought pursuant to this Section, the Trustee's choice of legal counsel shall be subject to the approval of ~~the Credit Enhancement Provider~~, which approval shall not be unreasonably withheld.

San Paolo Bank 2

San Paolo Bank

Section 23. Governing Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of New York.

Section 24. Counterparts. This Agreement may be executed in counterparts by one or more of the parties on any number of separate counterparts (including by telecopy) and all of said counterparts when taken together shall be deemed to be one and the same instrument.

Section 25. Interpretation and Severability. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. If any part of this agreement is invalid, it shall not affect the remaining provisions which will remain valid and enforceable.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the respective officers duly authorized and the incorporate seals to be hereunto affixed and attested as of the date first written above.

ATTEST:

Patricia A. Hight
7/26/00

MALLINCKRODT INC., a Delaware corporation

(SEAL)

By:


Michael J. Collins
Michael J. Collins

Title:

President - Pharmaceuticals Group

ATTEST:

SANPAOLO IMI S.p.A., New York Branch

By: 
CARLO PERSICO

Title: D.G.M.


By: Robert Wurster

Title: 1st V.P.

ATTEST:

Bankers Trust Company

By: _____

Title:

ATTEST:

SANPAOLO IMI S.p.A., New York Branch

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

Bankers Trust Company

By:  _____

Title:

THOMAS HACKER
ASSISTANT VICE PRESIDENT

SCHEDULE A

This Agreement demonstrates financial assurance for the following cost estimates for the following licensed activities:

U.S. Nuclear Regulatory Commission License Number	Name and Address of Licensee	Address of Licensed Activity	Cost Estimates for Regulatory Assurances Demonstrated by this Agreement
STB-401/40-6563	Mallinckrodt Inc. P. O. Box 5840 675 McDonnell Blvd. St. Louis, MO 63134	2nd & Mallinckrodt Streets P. O. Box 5439 St. Louis, MO 63147	\$21,113,000.

EXHIBIT A

CERTIFICATE OF RESOLUTION

I, _____, do hereby certify that I am the Secretary of
_____, a _____ corporation, and that the
resolution shown below was duly adopted at a meeting of this corporation's Board of Directors on
_____.

Secretary

RESOLVED, that this Board of Directors hereby authorizes the President, or such other
employee of the Company as he/she may designate, to commence decommissioning activities at
_____ [Insert name of facility] in accordance with the terms and conditions
described to this Board of Directors at this meeting, and with such other terms and conditions as the
President shall approve with, and upon, the advice of Counsel.

EXHIBIT B

CERTIFICATE OF EVENTS

Bankers Trust Company
4 Albany Street
New York, NY 10006
Attention: Trust Division

Gentlemen:

In accordance with the terms of the Agreement with you dated _____, 1998, I
_____, Secretary of _____ [insert name of licensee],
hereby certify that the following events have occurred:

1. _____ [insert name of licensee] is required to commence the decommissioning
of its facility located at _____ [insert location of facility], hereafter
called the "decommissioning").
2. The plans and procedures for the commencement and conduct of the decommissioning have
been approved by the United States Nuclear Regulatory Commission (NRC), or its
successor, on _____. Copy of approval attached.
3. The Board of Directors of _____ [insert name of licensee] has adopted the
attached resolution authorizing the commencement of the decommissioning.

Secretary of [insert name of licensee]

Date: _____

SCHEDULE B

PROPERTY USED TO ESTABLISH THE FUND

The trust fund established under the Standby Trust Agreement, to which this is attached as Schedule B, has been established to receive funds that are drawn under that certain Irrevocable Standby Letter of Credit No. 003050-793 issued by SanPaolo IMI S.p.A., New York Branch.

SCHEDULE C

BANKERS TRUST COMPANY FEE SCHEDULE Mallinckrodt Inc. Standby Trust Agreement

Acceptance Fee:

\$ WAIVED

Includes set-up of trust and escrow accounts including internal document review, creation of ticklers and controls, and design of custom reports.

Legal Review Fee (if necessary):

At cost

The agreement in its current form is acceptable and will not require the review of our outside counsel. However, Bankers Trust reserves the right to charge legal fees at cost should it become necessary for legal counsel to review and comment within the provisions of the agreement.

Annual Administration Fee:

\$ 3,500.00

Transaction Fees: (as required)

Per Direct Security Purchase/Sale	\$ 25.00
Per Delivery/Receipt of Security	\$ 25.00
Per Out-going Wire Transfer	\$ 25.00

Note:

The fees set forth in this schedule are subject to review of documentation. The fees are also subject to change should duties beyond the originally intended scope of the agreement become necessary. Out-of-pocket expenses and disbursements, including counsel fees, incurred in the performance of our duties will be added to the billed fees. Fees for any services not covered in this or related schedules will be based upon an appraisal of the services rendered. We may place orders to buy/sell financial instruments with outside broker-dealers that we select, as well as BT or its affiliates. These transactions (for which normal and customary spreads or other compensation may be earned by such broker-dealers including BT or its affiliates in addition to the charges quoted above) will be executed on a riskless principal basis solely for your account(s) and without recourse to us or our affiliates. If you choose to invest in any mutual fund, BT and/or our affiliates may earn investment management fees and service fees/expenses associated with these funds as disclosed in the mutual fund prospectus provided to you, in addition to the charges quoted above. Likewise, BT has entered into agreements with certain mutual funds or their agents to provide shareholder services to those funds. For providing these shareholder services, BT is paid a fee by these mutual funds that calculated on an annual basis does not exceed 25 basis points of the amount of your investment in these mutual

funds. In addition, if you choose to use other services provided by BT or its affiliates, Corporate Trust or other BT affiliates may be allocated a portion of the fees earned. We will provide periodic account statements describing transactions executed for your account(s). Trade confirms will be available upon your request at no additional charge. If a deal should fail to close for reasons beyond our control, we reserve the right to charge our acceptance fee plus reimbursement for legal fees incurred. Shares of mutual funds are not deposits or obligations of, or guaranteed by, Bankers Trust Company or any of its affiliates and are not insured by the Federal Deposit Insurance Corporation or any other agency of the U.S. Government. Investments in the mutual funds involve the possible loss of principal.

Agreed and Accepted by:

Michael J. Celli

Title: President - Pharmaceuticals


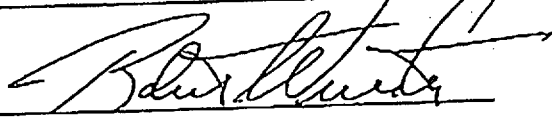
Date: July 27, 2000

RAX

SANPAOLO IMI BANK

AUTHORITY AND INCUMBENCY CERTIFICATE

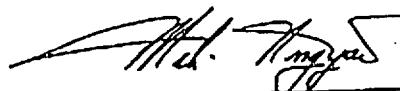
The undersigned, Mali Nongyow, Vice President and Deputy Controller of SANPAOLO IMI S.p.A., New York Branch (the "Bank"), does hereby certify that the following persons are duly elected and qualified officers of the Bank holding the office set forth opposite their respective names, that the signature appearing opposite each name is the genuine signature of such person, and that each such person is authorized to execute on behalf of the Bank all documents, instruments and certificates required to be executed or delivered in connection with the Standby Trust Agreement dated as of July 26th, 2000 (the "Agreement") between the Bank, Bankers Trust Company, and Mallinckrodt Inc.:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Carlo Persico	Deputy General Manager	
Robert Wurster	First Vice President	

The undersigned does hereby further certify that the execution, delivery and performance by the Bank of its obligations pursuant to the Agreement has been duly authorized by all necessary corporate action on the part of the Bank;

IN WITNESS WHEREOF, the undersigned has hereunto signed his name as of the 8th day of August, 2000.

SANPAOLO IMI S.p.A., New York Branch



Mali Nongyow





BANKERS TRUST COMPANY

I, Jody Sanchez, Associate of BANKERS TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York, hereby certify that the following is a true and correct copy of resolutions duly passed by the Board of Directors of said Company at meetings regularly and duly held, at which quorums were present and voted, that said resolutions are still in force and that no action has been taken in any way to nullify the effect of same:



RESOLVED, that the Chairman of the Board, the Chief Executive Officer, the President, the Senior Vice Chairman, each Vice Chairman, each Executive Vice President, each Senior Managing Director, each Managing Director, each Senior Vice President, the General Auditor and the General Credit Auditor be, and each of them hereby is, authorized and empowered to sign any contract, document, instrument, certificate, or other writing that it may be necessary or appropriate to execute for, or on behalf of, the Company in the conduct of its lawful business, either on its own behalf or in a fiduciary, representative or agency capacity;

RESOLVED, that authority be, and hereby is, granted to the Chairman of the Board, the Chief Executive Officer, the President, the Senior Vice Chairman, each Vice Chairman, each Executive Vice President, each Senior Managing Director, each Managing Director, each Senior Vice President, the General Auditor and the General Credit Auditor, in such instances and to such extent as in the judgment of any one of said officers may be proper and desirable, to authorize in writing from time to time employees of the Company, including officers elected or appointed by the Board of Directors in accordance with the By-Laws, to have general or limited signing authority in any one or more of the following groups; that such authority shall be applicable only to the performance or discharge of the assigned duties of such officer or employee within his or her particular division or function; and that any grant of signing authority may include a designation of the title or capacity in which such employee is authorized to exercise such signing authority; provided, however, that the General Auditor and the General Credit Auditor shall not have the authority to grant Group A signing authority:

Group A. Authority to sign any contract, document, instrument, certificate or other writing that it may be necessary or appropriate to execute for, or on behalf of, the Company in the conduct of its lawful business, either on its own behalf or in a fiduciary, representative or agency capacity.

Group B. Authority to sign any purchase order or contract for the purchase by the Company of goods or services.

I further certify that the following persons hold in this company the positions and signing authority classifications indicated below opposite their respective names:

NAME	TITLE	SPECIMEN SIGNATURE	SIGNING AUTHORITY CLASSIFICATION
Carmina Day	Assistant Vice President		Group A
Thomas Hacker	Assistant Vice President		Group A

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company as of the 25th day of July, 2000.


 ASSOCIATE OF BANKERS TRUST COMPANY