

Facsimile Communication

To: Mr. Tom Fredrichs
Company: NRC
Fax Number: 301-415-5397
Date: February 5, 2002

Patricia Hitt Duff
Vice-President/Legal & Regulatory
Services
Mallinckrodt Inc.
675 Mc Donnell Blvd.
St. Louis, Mo. 63134
Telephone (314) 654-6314
Facsimile (314) 654-6486

Number of Pages (including cover sheet): 2

- ☒ For your information
- ☒ Please respond
- ☒ Urgent
- ☒ Confidential

Tom- This replaces Page 5—I sent the wrong revision in my earlier fax. me their specific comments. If you can agree to these changes, please call my assistant Shirley Roshel at (314) 654-6373 and she can finalize the documents. If you disagree with all or part of the changes, please fax back the acceptable language to me and leave me a voicemail. I will then get the bank to agree and finalize all of the final paperwork. Sorry for this last version of revisions. We also included your change.

Thanks

Pat

Should you have any transmission problems with this facsimile, please contact Shirley Roshel at (314) 654-6373. This facsimile is intended for the use of the addressee named herein and may contain legally privileged and confidential information. If you are not the intended recipient of this facsimile, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by calling collect (314) 654-6373.

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.)

Section 13. Successor Trustee. Upon 90 days' prior notice to the NRC ^{and the Trustee and SAN PAULO} ~~and the Credit Enhancement Provider, the Trustee may resign; upon 90 days' prior notice to NRC, the Trustee, and the Credit Enhancement Provider, Trustee, and the Grantor may replace the Trustee; but such resignation or replacement shall not be effective until the Grantor and the Credit Enhancement Provider have~~ ^{has} 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,~~