Court File No: CV-19-614614-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(*COMMERCIAL* LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "DEBTORS")

APPLICATION OF IMERYS TALC CANADA INC., UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

MOTION RECORD
(Re: RECOGNITION MOTION)
(Returnable November 3, 2020)

October 29, 2020

STIKEMAN ELLIOTT LLP
Barristers and Solicitors
5300 Commerce Court West
199 Bay Street
Toronto ON M5L 2B9

Maria Konyukhova LSO#: 52880V
Tel: (416) 869-5230
mkonyukhova@stikemam.com

Nicholas Avis LSO#: 76781Q
Tel: (416) 869-5504
navis@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant

TO: ATTACHED SERVICE LIST

Court File No: CV-19-614614-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(*COMMERCIAL* LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC.

APPLICATION OF IMERYS TALC CANADA INC., UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

SERVICE LIST
(August 20, 2020)

GENERAL	
IMERYS USA, INC. 100 Mansell Court East, Suite. 300 Roswell, Georgia USA 30076	**Ryan J. Van Meter** Tel: 770- 645-3739 Fax: 770-645-3475 Email: ryan.vanmeter@imerys.com **Anthony Wilson** Tel: 408-219-3544 email: anthony.wilson@imerys.com
STIKEMAN ELLIOTT LLP 5300 Commerce Court West 199 Bay Street Toronto, ON M5L 1B9 **CANADIAN LAWYERS FOR IMERYS TALC CANADA INC.**	**Kevin Kyte** Tel: 514-397-3346 Email: kkyte@stikeman.com **Maria Konyukhova** Tel: 416-869-5230 Email: mkonyukhova@stikeman.com **Nicholas Avis** Tel: 416-869-5504 Email: navis@stikeman.com
LATHAM & WATKINS LLP 885 Third Avenue New York, NY 10022-4834 **US LAWYERS FOR IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC. AND IMERYS TALC CANADA INC.**	**Kimberly Posin** Tel: 213-891-7322 Email: kim.posin@lw.com **Helena Tseregounis** Tel: 213-891-7698 Email: helena.tseregounis@lw.com

RICHTER ADVISORY GROUP INC. 181 Bay Street, Suite 3320 Bay Wellington Tower Toronto, ON M5J 2T3 **INFORMATION OFFICER**	**Paul Van Eyk** Tel: 416-485-4592 Email: pvaneyk@richter.ca **Pritesh Patel** Tel: 416-642-9421 Email: ppatel@richter.ca
OSLER, HOSKIN & HARCOURT LLP 100 King Street West 1 First Canadian Place Suite 6200 P.O. Box 50 Toronto ON M5X 1B8 **LAWYERS FOR RICHTER ADVISORY GROUP INC.**	**Kathryn Esaw** Tel: 416-862-4905 Email: kesaw@osler.com **Chloe Nanfara** Tel: 416-862-6578 Email: cnanfara@osler.com
MINISTRY OF FINANCE Legal Services Branch College Park 777 Bay Street, 11th Floor Toronto, ON M5G 2C8	**Kevin O'Hara, Counsel** Tel: 416-327-8463 Email: kevin.ohara@ontario.ca
MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS (ONTARIO) Legal Services Branch 135 St. Clair Ave. West, 10th Floor Toronto, ON M4V 1P5	Fax: 416-314-6579
MINISTRY OF ENERGY, NORTHEN DEVELOPMENT AND MINES Legal Services Branch M2-24 Macdonald Block, 900 Bay St. Toronto, ON M7A 1C3	**Michael Mercer, Counsel** Email: michael.mercer@ontario.ca
UNITED STEEL WORKERS OF AMERICA, LOCALS 7580-01 AND 7580-02 USW District 6 66 Brady Street Sudbury, ON, P3E1C8 International Secretary – Treasurer, United Steelworkers, P.O. BOX 9083 Commerce Court Station, Toronto, ON, M5L1K1	**Michael Scott** Tel: 705-675-2461 x 225 Fax: 705-675-1039 Email: mjscott@usw.ca

UNITED STEEL WORKERS OF AMERICA, LOCAL 7580 234 Eglinton Ave. East, Suite 800 Toronto, ON, M5P 1K7 **LAWYER FOR UNITED STEEL WORKERS OF AMERICA, LOCALs 7580-01 AND 7580-02**	**Shaheen Hirani** shirani@usw.ca
FINANCIAL SERVICES COMMISSION OF ONTARIO **MINISTRY OF THE ATTORNEY GENERAL OF THE PROVINCE OF ONTARIO** Financial Services Commission of Ontario Legal Services Branch 5160 Yonge Street, 17th Floor Toronto, ON M2N 6L9 Fax: 416-590-7556 **COUNSEL FOR THE SUPERINTENDENT OF FINANCIAL SERVICES**	**Michael Scott** Tel: 416-226-7834 Fax: 416-590-7556 Email: Michael.scott@fsco.gov.on.ca **Michael Spagnolo** Email: Michael.spagnolo@fsco.gov.on.ca
MINISTRY OF THE ATTORNEY GENERAL (ONTARIO) **CROWN LAW OFFICE-CIVIL** 8-720 Bay Street Toronto, ON M7A 2S9	**Ananthan Sinnadurai** Tel: 416-326-5539 Fax: 416-590-4181 Email: ananthan.sinnadurai@ontario.ca
PACCAR FINANCIAL LTD. **PACCAR FINANCIAL SERVICES LTD.** 6711 Mississauga Rd. N., Ste 500 Mississauga, ON L5N 4J8	
ARI FINANCIAL SERVICES INC. 1270 Central Pkwy W, Ste 600 Mississauga, ON L5C 4P4	Tel: 905-803-8000 Fax: 905-803-8644
TORKIN MANES LLP 151 Yonge St, Suite 1500 Toronto, ON M5C 2W7 **LAWYERS FOR WILLIAM DAY CONSTRUCTION**	**Jeffrey Simpson** Tel: 416-777-5413 Email: jsimpson@torkinmanes.com **Michael Tamblyn** Tel: 416-777-5366 Fax: 1-888-587-9143 Email: mtamblyn@torkinmanes.com

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Court File No: CV-19-614614-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(*COMMERCIAL* LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "DEBTORS")

APPLICATION OF IMERYS TALC CANADA INC., UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

I N D E X

TAB	DOCUMENT
1.	Notice of Motion, returnable November 3, 2020
2.	Affidavit of Anthony Wilson, sworn October 29, 2020
A.	*Exhibit A:* Third Amended Plan
B.	*Exhibit B:* Third Amended Disclosure Statement
C.	*Exhibit C:* Fifth Wilson Affidavit
D.	*Exhibit D:* Stalking Horse Approval Order
E.	*Exhibit E:* Stalking Horse Agreement
F.	*Exhibit F:* Ramboll Retention Order
G.	*Exhibit G:* Year End AIP Order
H.	*Exhibit H:* Mid-Year End AIP Order
I.	*Exhibit I:* KEIP Order
3.	Draft Order

TAB 1

Court File No: CV-19-614614-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(*COMMERCIAL* LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "DEBTORS")

APPLICATION OF IMERYS TALC CANADA INC., UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

NOTICE OF MOTION
(Re: Recognition of Foreign Orders)
(Returnable November 3, 2020)

The Applicant, Imerys Talc Canada Inc. ("**ITC**"), will make a motion to a judge presiding over the Commercial List on November 3, 2020 at 9:30 a.m., or as soon after that time as the motion can be heard by videoconference due to the COVID-19 crisis. The videoconference details can be found in Schedule "A" to this Notice of Motion. Please advise Nicholas Avis if you intend to join the hearing of this motion by emailing navis@stikeman.com.

PROPOSED METHOD OF HEARING:

The motion is to be heard orally by videoconference.

THE MOTION IS FOR:

1. An order recognizing and enforcing in Canada the following orders of the United States Bankruptcy Court for the District of Delaware (the "**US Court**") made in the insolvency proceedings of the Debtors under Chapter 11 of Title 11 of the United States Bankruptcy Code:

   (a) *Order (i) Approving the Debtors' Designation of Magris Resources Canada Inc. as Stalking Horse Bidder and Related Bid Protections and (ii) Granting Related Relief*, entered on October 29, 2020 [Docket No. 2022] (the "**Stalking Horse Approval Order**");

   (b) *Order (i) Authorizing Employment and Retention of Ramboll US Corporation as Environmental Advisor* Nunc Pro Tunc *to June 25, 2020 and (ii) Waiving Certain*

Informational Requirements of Local Rule 2016-2 in Connection Therewith, entered on July 23, 2020 [Docket No. 2022] (the "**Ramboll Retention Order**");

(c) *Order Approving Ordinary Course Year-End Bonus Payments for Certain Employees Under Sections 105(a), 363 and 503 of the Bankruptcy Code*, entered on April 9, 2020 [Docket No. 1617] (the "**Year End AIP Order**");

(d) *Order Approving Ordinary Course Mid-Year Bonus Payment Under Sections 105(a), 363, and 503 of the Bankruptcy Code*, entered on September 21, 2020 [Docket No. 2228] (the "**Mid-Year AIP Order**", and together with the Year-End AIP Order, the "**AIP Orders**"); and

(a) *Order Approving Debtors' Revised Key Employee Incentive Program*, entered on June 1, 2020 [Docket No. 1787] (the "**KEIP Order**").

THE GROUNDS FOR THE APPLICATION ARE:

1. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Affidavit of Anthony Wilson, sworn October 29, 2020 (the "**Wilson Affidavit**");

Generally

2. The Debtors are market leaders with respect to talc production in North America, representing nearly 50% of the market;

3. On February 13, 2019, the Debtors commenced the US Proceedings by filing voluntary petitions under Chapter 11;

4. On February 14, 2019, the US Court made various orders in the US Proceedings (the "**First Day Orders**"), including an order authorizing ITC to act as foreign representative of the US Proceedings and an order placing the Debtors under joint administration in the US Proceedings;

5. On February 20, 2019 this Court made an initial recognition order declaring ITC the foreign representative as defined in section 45 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") and a supplemental order recognizing the First Day Orders of the US Court;

The Third Amended Plan

6. The Debtors' stated purpose of the Chapter 11 Cases is to confirm a plan of reorganization to maximize the value of the Debtors' assets for the benefit of all stakeholders and include a trust mechanism to address Talc Personal Injury Claims in a fair and equitable manner;

7. The Debtors filed with the US Court the Original Plan and the related Original Disclosure Statement on May 15, 2020;

8. The Original Plan and the Original Disclosure Statement were amended multiple times and on October 16, 2020, the Debtors filed with the US Court the Third Amended Plan and the Third Amended Disclosure Statement;

9. The Third Amended Plan maintains the same general structure and mechanisms as the Original Plan;

10. The Third Amended Plan (as with the Original Plan) provides a mechanism for resolving the Talc Personal Injury Claims against the Debtors and the other Protected Parties pursuant to sections 524(g) and 105(a) of the *US Bankruptcy Code*;

11. The Tort Claimants' Committee, FCR and Imerys S.A. and its affiliates all support the Plan;

The Stalking Horse Approval Order

12. The Stalking Horse Approval Order, among other things, approves (a) the designation of Magris Resources as the Stalking Horse Bidder for the Debtors' assets for the purposes of conducting the Auction and (b) the proposed Bid Protections;

13. The Debtors and Magris Resources intend to consummate the transaction contemplated by the Stalking Horse Bid pursuant to the terms of the Stalking Horse Agreement, unless a higher or otherwise better Qualified Bid or Overbid is submitted with respect to such assets;

14. The Stalking Horse Bid provides a material benefit to the Debtors and their creditors by providing a baseline value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other potential bidders in the sale process,

thereby increasing the likelihood that the value of the Assets will be maximized through the Debtor's sale process;

The Ramboll Retention Order

15. The Ramboll Retention Order, among other things, authorizes the Debtors to employ Ramboll as their environmental advisor, *nunc pro tunc* to June 25, 2020;

16. Ramboll has been recognized as a leader in assessing environmental issues for companies and has performed thousands of environmental assessments of industrial properties, commercial and residential developments, and hazardous waste sites throughout the United States and internationally;

17. The services that Ramboll has provided and will continue to provide to the Debtors are necessary to enable the Debtors to maximize the value of their estates;

The AIP Orders

18. The AIP Orders, among other things, approve AIP bonus payments:

    (a) the Year-End AIP Order approves year-end 2019 AIP bonus payments for the 2019 Eligible Employees; and

    (b) the Mid-Year AIP Order approves the mid-year 2020 AIP bonus payment for the 2020 Eligible Employee;

19. The 2019 Eligible Employees perform tasks that benefit ITC, including management, administration and strategic decision making services;

20. The 2020 Eligible Employee is the Director of Operations of ITC, who also serves as a member of the board of directors of ITC;

The KEIP Order

21. The KEIP Order, among other things, approves a key employee incentive program for certain employees of the Debtors;

22. The Revised KEIP, as contemplated by the KEIP Order, is intended to maximize the value of the Sale and incent the KEIP Participants to perform optimally;

23. Certain of the KEIP Participants provide services that benefit ITC and, accordingly, a portion of the total amount payment under the KEIP is to be recharged to ITC;

Other Grounds

24. The provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;

25. The provisions of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, including r. 2.03, 3.02, 16, 17 and 37 thereof; and

26. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

27. The Wilson Affidavit;

28. The Stalking Horse Approval Order, a copy of which is attached to the Wilson Affidavit;

29. The Ramboll Retention Order, a copy of which is attached to the Wilson Affidavit;

30. The AIP Orders, copies of which is attached to the Wilson Affidavit;

31. The KEIP Order, a copy of which is attached to the Wilson Affidavit;

32. The Eighth Report of the Information Officer, to be filed; and

33. Such further and other materials as counsel may advise and this Honourable Court may permit.

October 29, 2020

STIKEMAN ELLIOTT LLP
Barristers and Solicitors
5300 Commerce Court West
199 Bay Street
Toronto ON M5L 2B9

Maria Konyukhova LSO#: 52880V
Tel: (416) 869-5230
mkonyykhova@stikeman.com

Nicholas Avis LSO#: 76781Q
Tel: (416) 869-5504

navis@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant

Schedule "A"

Zoom Coordinates
November 3, 2020 at 9:30 a.m. Eastern Time (US and Canada)

Join Zoom Meeting
https://zoom.us/j/96368432358?pwd=WFY2RlJMWmQxaHJZai9wOTVtMjZkUT09

Meeting ID: 963 6843 2358
Passcode: 748190
One tap mobile
+12532158782,,96368432358#,,,,,,0#,,748190# US (Tacoma)
+13017158592,,96368432358#,,,,,,0#,,748190# US (Germantown)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 929 205 6099 US (New York)
+1 204 272 7920 Canada
+1 438 809 7799 Canada
+1 587 328 1099 Canada
+1 647 374 4685 Canada
+1 647 558 0588 Canada
+1 778 907 2071 Canada

Meeting ID: 963 6843 2358
Passcode: 748190
Find your local number: https://zoom.us/u/auP1qkdti

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "**DEBTORS**")
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Court File No: CV-19-614614-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION
(Returnable November 3, 2020)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Maria Konyukhova LSO#: 52880V
Tel: (416) 869-5230
mkonyukhova@stikeman.com

Nicholas Avis LSO#: 76781Q
Tel: (416) 869-5504
navis@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant

TAB 2

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Court File No. CV-19-614614-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (the "Debtors")

APPLICATION OF IMERYS TALC CANADA INC., UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AFFIDAVIT OF ANTHONY WILSON
(Sworn October 29, 2020)

I, Anthony Wilson, of the City of San Jose, in the State of California, United States of America (the "**US**"), MAKE OATH AND SAY:

1. I am the Treasurer and Director of Finance of Imerys Talc America, Inc. ("**ITA**"), Imerys Talc Vermont, Inc. ("**ITV**"), and Imerys Talc Canada Inc. ("**ITC**", and together with ITA and ITV, the "**Debtors**"). I began working with the Imerys Group (as defined below) in 2012, and have served in various roles, including as Vice President of the Debtors before appointment to my current role. I have served as Treasurer for each of the Debtors since July 1, 2019. I am authorized to submit this Affidavit on behalf of the Debtors.

2. In my role as Treasurer and Director of Finance, I am responsible for overseeing the day-to-day operations and financial activities of the Debtors, including, but not limited to, monitoring cash flow, business relationships, and financial planning. As a result of my role and tenure with the Debtors, my review of public and non-public documents, and my discussions with other members of the Debtors' management team, I either have personal knowledge or am generally familiar with the Debtors' businesses, financial condition, policies, and procedures, day-to-day operations, and books and records. Except as otherwise noted, I have personal knowledge of the matters set forth herein or have gained knowledge of such matters from the Debtors' employees or retained advisers that report to me in the ordinary course of my responsibilities.

DS
AW

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3. I swear this affidavit in support of ITC's motion pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"), for an order granting certain relief, including recognizing the Stalking Horse Approval Order, the Ramboll Retention Order, the AIP Orders, and the KEIP Order (as such terms are defined below) in respect of the jointly administered proceeding of the Debtors under title 11 of the *United States Code* (the "**US Bankruptcy Code**").

4. All capitalized terms not otherwise defined herein are as defined in (a) my last affidavit sworn June 29, 2020 (the "**Fifth Wilson Affidavit**") and/or, (b) the *Third Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 2354] (the "**Third Amended Plan**" or the "**Plan**"). A copy of the Third Amended Plan is attached hereto and marked as **Exhibit "A"**.

I. OVERVIEW

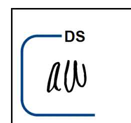
5. The Debtors are three debtors-in-possession in the Chapter 11 Cases (as defined below) commenced before the United States Bankruptcy Court for the District of Delaware (the "**US Court**").

6. The Debtors are in the business of mining, processing, selling, and/or distributing talc. The Debtors operate talc mines, plants, and distribution facilities in Montana, Vermont, Texas and Ontario. ITA and ITV sell talc directly to their customers as well as to third party and affiliate distributors. ITC exports the vast majority of its talc into the United States almost entirely on a direct basis to its customers.

7. The Debtors are directly or indirectly owned by Imerys S.A. ("**Imerys**"). Imerys is a French corporation that is the direct or indirect parent entity of over 360 affiliated entities (the "**Imerys Group**"). The Debtors were acquired by the Imerys Group in 2011 when Rio Tinto America, Inc. and certain affiliates sold their talc operations to the Imerys Group. Currently, none of the other entities in the Imerys Group have sought protection under the US Bankruptcy Code or any other insolvency law.

8. On February 13, 2019 (the "**Petition Date**"), the Debtors filed voluntary petitions (collectively, the "**Petitions**" and each a "**Petition**") for relief under chapter 11 of the US Bankruptcy Code (the "**Chapter 11 Cases**") with the US Court (the "**US Proceeding**").

Deponent's Initials



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The Debtors initiated the Petitions in response to a proliferation of lawsuits claiming that one or more of the Debtors were responsible for personal injuries allegedly caused by exposure to talc (each claim, as more fully defined in the Third Amended Plan, a "**Talc Personal Injury Claim**").

9. The Debtors maintain that their talc is safe and that the Talc Personal Injury Claims are without merit. Nevertheless, the sheer number of alleged talc-related claims combined with the state of the U.S. tort system led to overwhelming projected litigation costs (net of insurance) that the Debtors were unable to sustain over the long-term, leading to the need for the Petitions to protect the Debtors' estates and preserve value for all stakeholders.

10. On February 14, 2019, the US Court entered various orders in the US Proceeding (the "**First Day Orders**"), including an order authorizing ITC to act as foreign representative on behalf of the Debtors' estates in any judicial or other proceedings in Canada and an order placing the Chapter 11 Cases under joint administration in the US Proceeding. Since February 14, 2019, the US Court has made various orders that are described in greater detail in prior affidavits filed by the Debtors in this proceeding.

11. On February 20, 2019, this Court made an initial recognition order declaring ITC the foreign representative as defined in section 45 of the CCAA and a supplemental order recognizing the First Day Orders and appointing Richter Advisory Group Inc. as the Information Officer.

II. GENERAL INFORMATION ON THE IMERYS GROUP AND THE CHAPTER 11 CASES AND THE CCAA PROCEEDINGS

(a) The Debtors' Assets and Liabilities

12. As detailed in the Third Amended Disclosure Statement (as defined below), the Debtors' assets primarily consist of:

a) cash on hand (in the approximate amount of $14.4 million) and accounts receivable (approximately $17.7 million), as of July 31, 2020;

b) intercompany loans: ITA has an outstanding loan receivable from Imerys USA in the approximate amount of $8.5 million, and ITV has an outstanding loan receivable from Imerys USA in the approximate amount of $3 million. ITC holds an

Deponent's Initials DS AW

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outstanding loan due and payable from Imerys in the approximate amount of $2.6 million, as of August 31, 2020;

c) insurance policies, indemnification rights and settlement agreements: the Debtors estimate that the amount of the aggregate insurance available is material, but the realizable value of such coverage is subject to any number of factors, including, without limitation, the solvency of the insurers and the outcome of existing and any future coverage disputes. In addition, the Debtors believe that (i) the Talc Personal Injury Claims related to the Debtors' sale of talc to J&J are subject to uncapped indemnity rights against J&J under certain stock purchase and supply agreements and (ii) one or more of the Debtors have the rights to the proceeds of insurance policies issued to J&J. The Debtors' ability to access certain insurance and indemnity assets is affected by the Rio Tinto/Zurich Settlement (as described below); and

d) other assets, including inventory (approximately $29.8 million), machinery, fixtures, and equipment (approximately $36.4 million), mining assets (approximately $13.5 million), and land and buildings (approximately $5.7 million), as of July 31, 2020.

13. The Debtors' most significant liabilities are the numerous Talc Personal Injury Claims asserted against them, which the Debtors maintain are without medical or scientific merit. As of the Petition Date, approximately 14,650 claims were still pending.

14. The Debtors are not party to any secured financing arrangements, public debt offerings or any third-party credit facilities and have instead relied on positive cash flows generated by their operations to run their businesses and fund the Chapter 11 Cases. The Debtors have not sought debtor-in-possession financing during the course of the Chapter 11 Cases. Nevertheless, the Debtors are in the process of evaluating and arranging debtor-in-possession financing in an amount not to exceed $30 million in order to meet their liquidity needs as they move towards a resolution of the Chapter 11 Cases.

Deponent's Initials DS AW

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(b) US Court Orders

15. The Debtors have been actively pursuing their restructuring efforts in the United States. Since the Fifth Wilson Affidavit, the US Court has entered various orders including the following:

a) *Order (I) (A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (II) Granting Related Relief*, entered on June 30, 2020 [Docket No. 1950] (the "**Bidding Procedures Order**"). This order, among other things, authorized and approved bidding procedures for the sale of all or substantially all of the Debtors' assets. This order was recognized by this Court on July 3, 2020;

b) *Order Authorizing Employment and Retention of Ramboll US Corporation as Environmental Advisor* Nunc Pro Tunc *to June 25, 2020 and Waiving Certain Informational Requirements of Local Rule 2016-2 in Connection Therewith*, entered on July 23, 2020 [Docket No. 2022] (the "**Ramboll Retention Order**"). This order approved the retention of Ramboll US Corporation as environmental advisor to the Debtors;

c) *Order Sustaining Debtors' Fourth Omnibus (Substantive) Objection to Certain No Liability Claims, Substantive Duplicate Claims, Reclassified Claim, and Overstated, Reclassified Claim*, entered on September 4, 2020 [Docket No. 2161]. This order, among other things, disallowed, expunged and/or modified certain no liability claims, certain substantive duplicate claims, and that certain overstated, reclassified claim;

d) *Order Sustaining Debtors' Fifth Omnibus (Substantive) Objection to Certain Satisfied Claims, Substantive Duplicate Claims, and Partially Satisfied Claim*, entered on September 4, 2020 [Docket No. 2162]. This order, among other things, disallowed, expunged and/or modified certain satisfied claims, certain substantive duplicate claims, and that certain partially satisfied claim;

e) *Order Appointing Mediator*, entered on October 11, 2020 [Docket No. 2188]. This order appointed a mediator and established mediation procedures related to the

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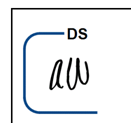

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mediation between the Debtors, the Tort Claimants' Committee, the FCR, and J&J and Johnson & Johnson Consumer Inc.;

f) *Order Approving Ordinary Course Mid-Year Bonus Payment*, entered on September 21, 2020 [Docket No. 2228];

g) *Fifth Order Further Extending the Deadline by Which the Debtors May Remove Civil Actions*, entered on September 21, 2020 [Docket No. 2229]. This order further extended the deadline by which the Debtors may remove civil actions to December 30, 2020;

h) *Order Granting Motion of Cyprus Mines Corporation and Cyprus Amax Minerals Company for an Order Pursuant to 28 U.S.C. § 1452 and Fed. R. Bankr. P. 9006(b) and 9027*, entered September 21, 2020 [Docket No. 2230]. This order further extended the deadline by which to remove civil actions to December 30, 2020;

i) *Order Granting Motion of Rio Tinto for an Order Pursuant to 28 U.S.C. § 1452 and Fed. R. Bankr. P. 9006(B) and 9027*, entered on September 21, 2020 [Docket No. 2231]. This order further extended the deadline by which to remove civil actions to December 30, 2020;

j) *First Amended Order Appointing Mediator*, entered on September 21, 2020 [Docket No. 2232]. This order appointed a mediator and established mediation procedures related to an additional day of mediation between the Debtors, the Tort Claimants' Committee, the FCR, and J&J and Johnson & Johnson Consumer Inc.;

k) *Order Denying Motion for Order Modifying Automatic Stay*, entered on September 25, 2020 [Docket No. 2253]. This order denied Johnson & Johnson's motion to modify the automatic stay (the "**J&J Stay Motion**") to permit it to send notice assuming defense of certain talc claims and to implement talc litigation protocol, as further described in the motion (as further modified by a proposed order filed by J&J [Docket No. 2247]);

l) *Order Appointing Mediator*, entered on October 12, 2020 [Docket No. 2325]. This order appointed a mediator and established mediation procedures related to

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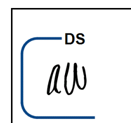

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mediation between the Debtors, the Tort Claimants' Committee, the FCR, XL Insurance America, Inc. and certain other parties;

m) *Fourth Omnibus Order Awarding Interim Allowance of Compensation for Services Rendered and For Reimbursement of Expenses*, entered on October 16, 2020 [Docket No. 2353];

n) *Order Appointing Mediator*, entered on October 23, 2020 [Docket No. 2399]. This order appointed a mediator and established mediation procedures, related to mediation between the Debtors, the Tort Claimants' Committee, the FCR, Century Indemnity Company, Federal Insurance Company, and Central National Insurance Company of Omaha, and certain other parties; and

o) *Order (i) Approving the Debtors' Designation of Magris Resources Canada Inc. as Stalking Horse Bidder and Related Bid Protections and (ii) Granting Related Relief*, entered on October 29, 2020 [Docket No. 2439] (the "**Stalking Horse Approval Order**").

16. At this time, the Debtors are not seeking to recognize any of the above-mentioned orders other than the Ramboll Retention Order and the Stalking Horse Approval Order.

(c) Claims Process Update

17. The Debtors sought and obtained various orders setting out the procedures for filing and adjudicating claims against them. The Orders are described in greater detail in the Fifth Wilson Affidavit and this Affidavit.

18. The Debtors continue to review and analyze the proofs of claim filed to date and reconcile these proofs of claim with the Debtors' scheduled claims. The Debtors do not presently know and cannot reasonably determine the actual number and aggregate amount of the Claims that will ultimately be allowed against the Debtors.

19. All Allowed Non-Talc Claims other than Non-Debtor Intercompany Claims are expected to be paid in full under the Third Amended Plan. The Third Amended Plan contemplates that all Talc Personal Injury Claims will be channelled to the Talc Personal Injury Trust, where they will be resolved pursuant to the Trust Distribution Procedures.

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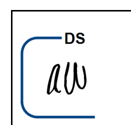

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III. THE PLAN & DISCLOSURE STATEMENT

(a) Background

20. The Debtors' stated purpose of the Chapter 11 Cases is to confirm a plan of reorganization that will maximize the value of the Debtors' assets for the benefit of all stakeholders and include a trust mechanism to address Talc Personal Injury Claims in a fair and equitable manner.

21. The Debtors entered into extensive discussions regarding a potential plan of reorganization with the official committee of tort claimants in the Debtors' Chapter 11 Cases appointed by the United States Trustee ("**Tort Claimants' Committee**") and James L. Patton in his capacity as the legal representative for any and all persons who may assert a Talc Personal Injury Demand (the "**FCR**") following the Petition Date. As discussions matured, they focused on the development of a comprehensive settlement (the "**Imerys Settlement**") by and among the Tort Claimants' Committee, the FCR, the Debtors, Imerys, Imerys Talc Italy S.p.A. ("**ITI**") and the Non-Debtor Affiliates (the "**Plan Proponents**").

22. I summarized the Imerys Settlement in the Fifth Wilson Affidavit. Among other things, the Imerys Settlement provides that:

    a) the Debtors will sell substantially all assets of the Debtors (the "**Sale**") to one or more purchaser(s) with the net proceeds from the Sale less any related expenses being contributed to the Talc Personal Injury Trust;

    b) the Equity Interests in the North American Debtors will be cancelled, and on the Effective Date, Equity Interests in the Reorganized North American Debtors will be authorized and issued to the Talc Personal Injury Trust.

23. Imerys has agreed to make, or cause to be made, a contribution of cash and other assets to the Talc Personal Injury Trust to obtain the benefit of certain releases and a permanent channelling injunction that bars the pursuit of Talc Personal Injury Claims against the Imerys Protected Parties. Imerys' contribution will include, among other things, (a) a cash contribution of $75 million, plus (b) the Sale Proceeds; plus (c) a contingent purchase price enhancement of up to $102.5 million, less (d) amounts required to pay the DIP Facility Claims pursuant to the terms of the DIP Loan Documents and allowed by the DIP Order.

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24. The Imerys Settlement, which is effectuated by the terms of the Third Amended Plan, helps to pave the way for a consensual resolution of the Chapter 11 Cases and these CCAA proceedings. The Imerys Settlement secures a recovery for the benefit of the Debtors' creditors, additional valuable assets that will be provided to the Talc Personal Injury Trust, and a possibility for additional cash recovery by virtue of a potential sale of the Debtors' assets.

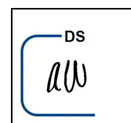
25. The Third Amended Plan also incorporates the Rio Tinto/Zurich Settlement, which is a comprehensive settlement agreement among the Debtors, on the one hand, and Rio Tinto, on behalf of itself and the Rio Tinto Captive Insurers, and for the benefit of the Rio Tinto Protected Parties, and Zurich, on behalf of itself and for the benefit of the Zurich Protected Parties, on the other hand, and consented to by the Tort Claimants' Committee and the FCR, that resolves, among other things, certain disputes arising from Rio Tinto's prior ownership of the Debtors, alleged indemnification obligations of Rio Tinto, and the amount of insurance coverage to which the Debtors claim to be entitled under the Rio Tinto Captive Insurance Policies and the Zurich Policies.

26. The Rio Tinto/Zurich Settlement provides for a contribution of $340 million in cash, along with certain rights of indemnification, contribution, and/or subrogation against third parties, to the Talc Personal Injury Trust from Rio Tinto (on behalf of itself and the Rio Tinto Captive Insurers and for the benefit of the Rio Tinto Protected Parties) and Zurich (on behalf of itself and for the benefit of the Zurich Protected Parties).

(b) The Amendments Leading Up to the Third Amended Plan

27. As previously reported to this Court, the Debtors filed with the US Court the *Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1714] (the "**Original Plan**") on May 15, 2020. At the same time, the Debtors also filed with the US Court the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1715] (the "**Original Disclosure Statement**").

28. The Original Disclosure Statement was intended to provide stakeholders with adequate information to make an informed judgment about the Original Plan and determine whether to vote in favour of or against the Original Plan. Among other things, the Original

Deponent's Initials 

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Disclosure Statement contains an overview of the Original Plan and a description of the various classes eligible to vote, the Debtors' operations, and the US Proceeding.

29. On August 12, 2020, the Debtors filed with the US Court the *Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 2083] (the "**First Amended Plan**") and the *Disclosure Statement for Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 2084] (the "**First Amended Disclosure Statement**"). Among other things, the First Amended Plan incorporated the Rio Tinto/Zurich Settlement (as described below). The First Amended Plan also included certain provisions related to the J&J Stay Motion. The J&J Stay Motion was a motion brought by J&J to modify the automatic stay to (a) permit holders of certain J&J Talc Claims (as defined in the J&J Stay Motion) to pursue those claims against the Debtors, (b) permit J&J to send notices of assumption of the defence of certain J&J Talc Claims and (c) take certain other actions set forth in a protocol pursuant to which J&J would, *inter alia*, assume the defence and control of the resolution of the J&J Talc Claims against a Debtor.

30. On October 5, 2020, the Debtors filed with the US Court the *Second Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 2289] (the "**Second Amended Plan**") and the *Disclosure Statement for Second Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 2290] (the "**Second Amended Disclosure Statement**"). Among other things, the Second Amended Plan took into account the fact that the J&J Stay Motion was denied by the US Court.

31. On October 16, 2020, the Debtors filed with the US Court the Third Amended Plan and the *Disclosure Statement for Third Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 2355] (the "**Third Amended Disclosure Statement**"). Among other things, the Third Amended Disclosure Statement describes the Debtors' intention to obtain Debtor-in-Possession Financing (as described below) and disclosed the designation of Magris Resources Canada Inc. ("**Magris Resources**") as the proposed Stalking Horse Bidder. The designation of Magris Resources as the proposed Stalking Horse Bidder is

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discussed in greater detail below. As noted earlier, a copy of the Third Amended Plan is attached hereto and marked as **Exhibit "A"**. A copy of the Third Amended Disclosure Statement is attached hereto and marked as **Exhibit "B"**.

32. I note that the Third Amended Disclosure Statement serves the same purpose as the Original Disclosure Statement; that is, the Third Amended Disclosure Statement is intended to provide stakeholders with adequate information to make an informed judgment about the Third Amended Plan and determine whether to vote in favour of or against the Third Amended Plan.

33. The Debtors have scheduled a hearing with the US Court on November 16, 2020 seeking an order, among other things, approving the Third Amended Disclosure Statement.

Overview of the Third Amended Plan

34. The Third Amended Plan maintains the same general structure and mechanisms as the Original Plan. I summarized the Original Plan in the Fifth Wilson Affidavit, a copy of which (without exhibits) is attached hereto and marked as **Exhibit "C"**.

35. In brief, the primary purpose of the Third Amended Plan (as with the Original Plan) is to provide a mechanism to resolve the Talc Personal Injury Claims against the Debtors and the other Protected Parties pursuant to sections 524(g) and 105(a) of the US Bankruptcy Code. Specifically, under the terms of the Third Amended Plan, all Talc Personal Injury Claims will be channelled to a trust (the "**Talc Personal Injury Trust**") established under sections 524(g) and 105(a) of the US Bankruptcy Code, where they will be resolved pursuant to the Trust Distribution Procedures.

36. The Third Amended Plan incorporates the Imerys Settlement and the Rio Tinto/Zurich Settlement.

37. On the Effective Date, the Talc Personal Injury Trust will receive the Talc Personal Injury Trust Assets (such assets include but are not limited to the Imerys Settlement Funds, the right to receive the Rio Tinto/Zurich Contribution pursuant to the Rio Tinto/Zurich Settlement, various cash holdings, and certain causes of action). The Talc Personal Injury Trust Assets will be used to resolve Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Documents, including the Trust Distribution Procedures. The Trust Distribution Procedures establish a methodology for resolution of Talc Personal

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Injury Claims, establish the process by which Talc Personal Injury Claims will be reviewed by the Talc Personal Injury Trust, and specify liquidated values for compensable claims based on the disease underlying the claim.

38. The Rio Tinto/Zurich Settlement is one of the key advances made in the Chapter 11 Cases since the Fifth Wilson Affidavit, and it is now incorporated into the Third Amended Plan. As noted above, the Rio Tinto/Zurich Settlement is expected to generate substantial recoveries for the holders of Talc Personal Injury Claims. Among other things, the Rio Tinto/Zurich Settlement provides that Rio Tinto and Zurich will contribute $340 million in cash, along with certain rights of indemnification, contribution, and/or subrogation against third parties, to the Talc Personal Injury Trust.

39. The Tort Claimants' Committee, FCR and Imerys S.A. and its affiliates all support the Third Amended Plan.

Debtor-in-Possession Financing

40. The Third Amended Plan incorporates language about the Debtors' process to evaluate and arrange for debtor-in-possession financing to alleviate liquidity constraints in an amount not to exceed $30 million (the "**Proposed DIP**"). Any and all amounts payable under the Proposed DIP will be paid in full consistent with the DIP Loan Documents and the DIP Order. The proposed treatment of the Proposed DIP is described in the Third Amended Plan and in the DIP Term Sheet. A copy of the DIP Term Sheet is attached as Exhibit "E" to the Third Amended Disclosure Statement (as noted above, the Third Amended Disclosure Statement is attached hereto and marked as Exhibit "B").

41. The Debtors believe that the Proposed DIP is in the best interests of the Estates because it will provide the Debtors with the additional liquidity they need to bring the Third Amended Plan to a confirmation hearing. The Debtors may, if the US Court grants an order related to debtor-in-possession financing, seek recognition of such an order in Canada.

(c) Sale of Assets

42. A key component of the Imerys Settlement is the Sale pursuant to section 363 of the US Bankruptcy Code. The Sale is intended to make available additional funding for the benefit of the Debtors' Estates, and, ultimately, the Talc Personal Injury Trust. The Third Amended

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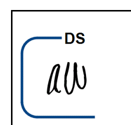

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Plan contemplates that the net proceeds from the Sale(s) less any related expenses will be contributed to the Talc Personal Injury Trust.

43. On June 30, 2020, the US Court entered the Bidding Procedures Order, which, among other things, (a) established the bidding procedures for the Sale (the "**Bidding Procedures**"); (b) established the procedures in connection with the selection of a Stalking Horse Bidder, if any; and the protections to be afforded thereto; and (c) scheduled an auction for the Debtors' assets.

44. Certain dates and deadlines contained in the Bidding Procedures Order have been modified by the *Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2039], the *Second Notice of Modified Dates Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2189], and the *Third Notice of Modified Dates Contained in the Bidding Procedures and Bidding Procedures Order* [Docket No. 2329].

45. On October 13, 2020, in accordance with the Bidding Procedures Order, the Debtors filed the *Notice of (I) Designation of Stalking Horse Bidder, (II) Filing of Stalking Horse Agreement and Proposed Sale Order and (III) Request for Approval of Bid Protections* [Docket No. 2330] (the "**Stalking Horse Notice**"), pursuant to which the Debtors selected Magris Resources as the proposed Stalking Horse Bidder, subject in all respects to the terms and conditions of that certain Asset Purchase Agreement, dated as of October 13, 2020 (the "**Stalking Horse Agreement**"), substantially in the form attached as Exhibit A to the Stalking Horse Notice. The proposed form of sale order with respect to the Stalking Horse Agreement is attached to the Stalking Horse Notice as Exhibit B.

46. The following chart lists the key upcoming dates in the sale process:

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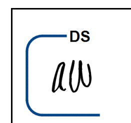

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Event	Proposed Date
Stalking Horse Objection Deadline	October 27, 2020 at 4:00 p.m. (ET)
Hearing on Designation of Stalking Horse Bidder and Bid Protections, if any	October 29, 2020 at 9:30 a.m. (ET)
Sale Objection Deadline	November 2, 2020 at 4:00 p.m. (ET)
Bid Deadline	November 10, 2020 at 4:00 p.m. (ET)
Auction (if necessary)	November 12, 2020 at 10:00 a.m. (ET)
Deadline to file and serve notice of the Successful Bidder and amount of the Successful Bid	Within one business day after the Auction is concluded
Sale Hearing	November 16, 2020 at 10:00 a.m. (ET)
Order in Canadian proceeding to recognize the Sale Order	On or before November 30, 2020

(d) The Impact of the Third Amended Plan and the Sale on Canadian Stakeholders

47. The Third Amended Plan contemplates that Canadian-based creditors will be treated in the same manner as the US-based creditors. Canadian creditors (other than those with claims in Classes 4 (Talc Personal Injury Claims) and 5a (Non-Debtor Intercompany Claims), and equity interests in Class 6 (Equity Interests in the North American Debtors)) are Unimpaired and their claims will be satisfied in full. Canadian creditors with claims in Classes 5a and 6 have consented to their treatment under the Third Amended Plan (as Plan Proponents), and any Canadian creditors with claims in Class 4 (Talc Personal Injury Claims) will be treated in the same way as US-based creditors that have claims in Class 4.

48. The Sale contemplates the sale of substantially all of the assets of the Debtors, including ITC. As detailed in the affidavit of Alexandra Picard sworn February 14, 2019, ITC's assets include:

a) a talc mine in Timmins, Ontario. The City of Timmins owns the majority of the surface rights to this land, but ITC owns a small parcel of land where ITC has a central office building and a small micronizing mill;

b) a land lease, aggregate permit and a patent mine holding in Penhorwood, Ontario;

c) a leased distribution centre in Foleyet, Ontario; and

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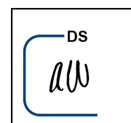

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d) a warehouse in Mississauga, Ontario.

49. As part of the Sale, the Canadian assets could be sold separately or together with other sale assets.

50. It is a condition precedent to the Effective Date of the Third Amended Plan that (a) the order of the US Court approving the Sale be recognized by this Court; and (b) this Court enter an order recognizing the order of the US Court confirming the Third Amended Plan in its entirety and ordering that said order and the Third Amended Plan to be implemented and effective in Canada in accordance with their terms.

IV. OVERVIEW OF THE FOREIGN ORDERS SOUGHT TO BE RECOGNIZED

(a) Stalking Horse Approval Order

51. The Debtors are seeking the recognition of the Stalking Horse Approval Order.

52. The US Court entered the Stalking Horse Approval Order on October 29, 2020. A copy of the Stalking Horse Approval Order is attached hereto and marked as **Exhibit "D".**

53. As noted above, the Debtors filed the Stalking Horse Notice designating Magris Resources as the Stalking Horse Bidder on October 13, 2020 [Docket No. 2330], at which time they also designated the Bid submitted by Magris Resources as the Stalking Horse Bid; and provided notice that the Debtors entered into the Stalking Horse Agreement. A copy of the Stalking Horse Agreement is attached hereto and marked as **Exhibit "E"**.

54. The Stalking Horse Approval Order approves (a) the designation of Magris Resources as the Stalking Horse Bidder for the Debtors' assets for the purposes of conducting the Auction and (b) the proposed Bid Protections. The Bid Protections include:

a) **Break-Up Fee and Expense Reimbursement**: Pursuant to Section 7.13 of the Stalking Horse Agreement, upon the consummation of an Alternative Transaction (as defined in the Stalking Horse Agreement) by any Debtor, Magris Resources will be entitled to payment, which will have administrative expense priority under sections 503(b) and 507(a)(2) of the *US Bankruptcy Code*, of (i) a break-up fee of $3,345,000 (1.5% of the cash component of the Purchase Price) and (ii) a reimbursement, not to exceed $500,000, for reasonable and documented out of-

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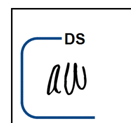

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pocket costs and expenses (including expenses of outside counsel, accountants and financial advisors) incurred by Magris Resources in connection with, or related to, its evaluation, consideration, analysis, negotiation, and documentation of a possible transaction with the Debtors, or in connection with or related to the transactions contemplated by the Stalking Horse Agreement; and

b) **Minimum Overbid Amount**: An initial minimum overbid amount of $100,000.

55. The purchase price payable to the Debtors under the Stalking Horse Agreement for the Purchased Assets (as defined in the Stalking Horse Agreement) consists of (a) $223,000,000 in cash consideration and (b) the assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement).

56. The Debtors and Magris Resources intend to consummate the transaction contemplated by the Stalking Horse Bid pursuant to the terms of the Stalking Horse Agreement, unless a higher or otherwise better Qualified Bid or Overbid (each as defined in Bidding Procedures) is submitted with respect to such assets.

57. The Information Officer was kept updated on the selection of the Stalking Horse Bid.

(b) Ramboll Retention Order

58. The Debtors are seeking the recognition of the Ramboll Retention Order.

59. The US Court entered the Ramboll Retention Order on July 23, 2020. A copy of the Ramboll Retention Order is attached hereto and marked as **Exhibit "F"**.

60. The Ramboll Retention Order, among other things, authorizes the Debtors to employ and retain Ramboll US Corporation ("**Ramboll**") as their environmental advisor, *nunc pro tunc* to June 25, 2020. Ramboll has been recognized as a leader in assessing environmental issues for companies and has performed thousands of environmental assessments of industrial properties, commercial and residential developments, and hazardous waste sites throughout the United States and internationally. Ramboll is expected to be paid in a manner that is consistent with the Debtors' other professionals.

61. Since its engagement, Ramboll has been assisting the Debtors in (a) conducting an environmental site assessment at each of the active and inactive sites, (b) conducting a

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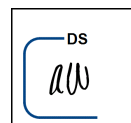

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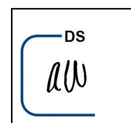
desktop assessment of known and potential contamination concerns and closure costs associated with sites that the Debtors formerly owned or operated and have since divested, (c) preparing a range of cost estimates to address closure costs and any significant or potentially significant contamination and compliance matter, and (d) preparing a summary report of its complete environmental assessment (as requested by the Debtors).

62. These services are essential to the sale of the Debtors' assets and will enable the Debtors to maximize the value of their estates by permitting potential purchasers to fully understand the nature and scope of the Debtors' assets. Ramboll has performed site visits and an analysis of the Debtors' Canadian properties so that potential purchasers have insight into any environmental issues associated with those properties. Ramboll's analysis of the Debtors' properties is for the benefit of all bidders and is essential to the overall success of the sale process.

(c) The AIP Orders

63. The Debtors are seeking the recognition of the *Order Approving Ordinary Course Year-End Bonus Payments for Certain Employees Under Sections 105(a), 363 and 503 of the Bankruptcy Code*, entered on April 9, 2020 [Docket No. 1617] (the "**Year End AIP Order**") and the *Order Approving Ordinary Course Mid-Year Bonus Payment Under Sections 105(a), 363, and 503 of the Bankruptcy Code*, entered on September 21, 2020 [Docket No. 2228] (the "**Mid-Year AIP Order**" and together with the Year-End AIP Order, the "**AIP Orders**"). A copy of the Year End AIP Order is attached hereto and marked as **Exhibit "G".** A copy of the Mid-Year End AIP Order is attached hereto and marked as **Exhibit "H"**.

64. The AIP Orders, among other things, approve AIP (as defined below) bonus payments. Specifically, (a) the Year-End AIP Order approves year-end 2019 AIP bonus payments (the "**2019 Year-End Bonus Payments**") for two individual employees of Debtor Imerys Talc America, Inc. (the "**2019 Eligible Employees**"), and (b) the Mid-Year AIP Order approves the mid-year 2020 AIP bonus payment (the "**2020 Mid-Year Bonus Payment**" and together with the 2019 Mid-Year Bonus Payments, the "**AIP Bonus Payments**") for one individual employee of ITC (the "**2020 Eligible Employee**" and together with the 2019 Eligible Employees, the "**Eligible Employees**"). The 2019 Eligible Employees include: (a)

Deponent's Initials 

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the General Manager of Talc North America, who also serves as a member of the board of directors and President of each of the Debtors (the “**President**”) and (b) the Director of Finance of Talc North America, who also serves as Treasurer of each of the Debtors (the “**Treasurer**”). The 2020 Eligible Employee is the Director of Operations of ITC, who also serves as a member of the board of directors of ITC. The Eligible Employees are insiders.

65. The Imerys Annual Incentive Plan (the “**AIP**”) provides ordinary course year-end and mid-year bonus payments to certain employees of the Debtors, awarding amounts based on prior individual performance and the financial performance of the business. The AIP vests upon payment and there is no obligation to pay back any such payment in the event an employee subsequently terminates his or her employment with the Debtors.

66. Bonuses under the AIP are based on the following weighted objectives: (a) the Debtors’ financial objectives (60%) and (b) the safety objectives and the individual employee’s personal performance objectives (40%). Each employee has a “maximum” bonus that they can achieve under the AIP based on a designated percentage tied to such employee’s base salary. The 2019 Eligible Employees are eligible to receive the 2019 Year-End Bonus Payments in the amount of $101,887 (President) and $54,094 (Treasurer). Such payments represent the remainder of each 2019 Eligible Employee’s total 2019 AIP bonus compensation. The 2020 Eligible Employee is eligible to receive the 2020 Mid-Year Bonus Payment in the amount of C$10,962.70. Such payment represents the first semi-annual payment of the 2020 Eligible Employee’s 2020 AIP Bonus compensation.

67. The 2019 Year-End Bonus Payments have been paid; however, the 2020 Eligible Employee has not yet received the 2020 Mid-Year Bonus Payment. ITA paid the 2019 Year-End Bonus Payments and no amount was allocated to ITC. ITC will pay the entirety of 2020 Mid-Year Bonus Payment.

68. The 2020 Eligible Employee is employed by ITC, and both 2019 Eligible Employees perform tasks that benefit ITC. The President provides services related to ITC’s general management, administration and strategic decision making; the Treasurer provides services related to ITC’s financial infrastructure.

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(d) KEIP Order

69. The Debtors are seeking the recognition of the *Order Approving Debtors' Revised Key Employee Incentive Program*, entered on June 1, 2020 [Docket No. 1787] (the "**KEIP Order**"). A copy of the KEIP Order is attached hereto and marked as **Exhibit "I"**.

70. The KEIP Order, among other things, approves a key employee incentive program (the "**Revised KEIP**") for certain employees of the Debtors, as further detailed in the *Supplement to Motion of Debtors for Entry of an Order (I) Authorizing Implementation of a Key Employee Incentive Program and a Key Employee Retention Program, (II) Approving the Terms of the Debtors' Key Employee Incentive Program and a Key Employee Retention Program, and (III) Granting Related Relief* [Docket No. 1726] (the "**Revised KEIP Motion**").

71. On November 1, 2019, the Debtors filed the *Motion of Debtors for Entry of an Order (I) Authorizing Implementation of a Key Employee Incentive Program and a Key Employee Retention Program, (II) Approving the Terms of the Debtors' Key Employee Incentive Program and a Key Employee Retention Program, and (III) Granting Related Relief* [Docket No. 1201] (the "**Original KEIP/KERP Motion**"). The United States Trustee filed an objection to the Original KEIP/KERP Motion on grounds that the proposed key employee incentive program (the "**Original KEIP**") did not properly incentivize the participants. In light of the objection, the Debtors determined to postpone seeking approval of the Original KEIP.

72. The Revised KEIP was filed following the filing of the Original Plan and the development of the proposed Sale. The Revised KEIP, unlike the Original KEIP, provides more challenging metrics that better align with the Sale. The Revised KEIP is intended to maximize the value of the Sale and incent the participants of the Revised KEIP (the "**KEIP Participants**") to perform optimally.

73. The KEIP Participants include (a) the President and (b) the Treasurer. The KEIP Participants have institutional knowledge and skills that are essential to the Debtors' efforts to maximize value in the Chapter 11 Cases. In addition to their day-to-day responsibilities, the KEIP Participants have been and are continuing to steer the Sale in an effort to gain the highest and best purchase price available. The success of the Sale will be significantly impacted by their efforts.

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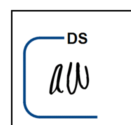

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74. Payments under the Revised KEIP are based on (a) a sliding-scale incentive payment tied to the proceeds of the sale (the "**Sale Component**") and (b) incentive payments that are identical to the bonuses each KEIP Participant would receive under the Debtors' existing AIP for 2020 (the "**AIP Component**").

75. KEIP Participants will no longer receive bonuses under the AIP. The AIP continues to apply to non-KEIP Participants.

76. Under the Revised KEIP, the KEIP Participants can achieve: (a) incentive payments equal to 98% of their respective base salaries under the Sale Component if the net proceeds of the Sale total $150 million, and (b) a maximum incentive payment equal to 50% (with respect to the Treasurer) and 70% (with the respect to the President) of their respective base salaries under the AIP Component. If the foregoing is satisfied, the KEIP Participants will be eligible to receive an aggregate amount of $682,367.

77. In order to be eligible to receive any payment with respect to the Sale Component, the net proceeds of the Sale must exceed $30 million. The KEIP Participants will not receive any incentive payments if the net sale proceeds do not exceed the threshold value. If the proceeds from the Sale exceed $30 million, the KEIP Participants will be eligible for incentive payments calculated based on a percentage of the proceeds that incrementally increases with higher proceed values.

78. The AIP Component will measure overall annual performance based on the following weighted objectives: (a) the Debtors' financial performance objective (60%) and (b) the individual KEIP Participant's personal performance and safety objectives (40%).

79. As noted above, the actual amount payable under the KEIP is contingent upon the final purchase price. For example, if the Stalking Horse Bid with Magris Resources is consummated, the maximum amount payable under the Sale Component of the KEIP is $931,000. Separately, a maximum of approximately $262,367 is payable under the AIP Component of the KEIP. The actual amount payable is contingent upon financial and operating metrics that will not be finalized until a later date. Together, and assuming the consummation of the Stalking Horse Bid with Magris Resources, this means that bonuses totalling approximately $1,193,367 may be payable under the KEIP. Of this combined total, approximately $229,408 will be recharged to ITC based on the current allocation

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methodology. The final allocation will not be available until a later date because allocation is based on ITC's relative contribution to the totality of the Debtors' business.

80. As noted above, the President and the Treasurer are KEIP Participants. Both, as described above, perform tasks that benefit ITC.

V. CONCLUSION

81. I believe that the relief sought in this motion (a) in the best interests of the Debtors and their estates, and (b) constitutes a critical element in the Debtors being able to successfully maximize value for the benefit of their estates and, ultimately, successfully emerge from the Chapter 11 Cases.

I confirm that while connected via video technology, Anthony Wilson showed me his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid.

Sworn before me by video conference from City of San Jose, in the State of California, United States of America, to the Community of Eugenia (Grey County), Ontario, on October 29, 2020.

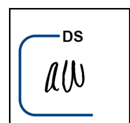
DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

DocuSigned by:
Anthony Wilson
DD1DA9D1340C4AF...

ANTHONY WILSON

Deponent's Initials



TAB A

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This is
EXHIBIT "A"
to the Affidavit of
ANTHONY WILSON
Sworn October 29, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
IMERYS TALC AMERICA, INC., *et al.*,[1]	:	Case No. 19-10289 (LSS)
Debtors.	:	(Jointly Administered)
In re:	:	Chapter 11
IMERYS TALC ITALY S.P.A.,[2]	:	Case No. [Not yet filed]
Potential Debtor.	:	[Joint Administration To Be Requested]

THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF IMERYS TALC AMERICA, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

THIS SOLICITATION IS BEING CONDUCTED NOT ONLY FOR THE DEBTORS IN THESE CHAPTER 11 CASES, BUT ALSO FOR IMERYS TALC ITALY S.P.A. NO CHAPTER 11 CASE HAS BEEN COMMENCED AT THIS TIME FOR IMERYS TALC ITALY S.P.A. THE DISCLOSURE STATEMENT AND SOLICITATION MATERIALS ACCOMPANYING THIS JOINT CHAPTER 11 PLAN HAVE NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT FOR IMERYS TALC ITALY S.P.A. IF THE REQUISITE NUMBER OF ACCEPTANCES BY HOLDERS OF CLAIMS IN CLASS 4 ARE RECEIVED, IMERYS TALC ITALY S.P.A. WILL COMMENCE A CHAPTER 11 CASE. FOLLOWING THE COMMENCEMENT OF SUCH A CASE AND ENTRY OF AN ORDER FOR JOINT ADMINISTRATION, IMERYS TALC ITALY S.P.A. WILL SEEK TO HAVE THE DISCLOSURE STATEMENT ORDER MADE APPLICABLE TO IT AND THE CONFIRMATION HEARING ON THIS JOINT CHAPTER 11 PLAN WILL APPLY TO IMERYS TALC ITALY S.P.A.

EVEN THOUGH A CHAPTER 11 CASE HAS NOT BEEN COMMENCED FOR IMERYS TALC ITALY S.P.A., THIS JOINT CHAPTER 11 PLAN IS DRAFTED TO ACCOUNT FOR SUCH A FILING FOR EASE OF READING. TO THE EXTENT THAT THE REQUISITE ACCEPTANCES ARE NOT RECEIVED OR IT IS OTHERWISE DETERMINED THAT A CHAPTER 11 FILING IS NOT NECESSARY, ANY REFERENCE TO

---

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Imerys Talc America, Inc. (6358), Imerys Talc Vermont, Inc. (9050) and Imerys Talc Canada Inc. (6748). The Debtors' address is 100 Mansell Court East, Suite 300, Roswell, Georgia 30076.

[2] This solicitation is also being conducted by Imerys Talc Italy S.p.A. pursuant to sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018. **If the Plan is accepted by the requisite number of claimants in Class 4, Imerys Talc Italy S.p.A. will commence a bankruptcy case that will be, pending entry of an order by the Bankruptcy Court, jointly administered under Case No. 19-10289 (LSS).** Imerys Talc Italy S.p.A.'s address is Via Nazionale 121 Porte, 10060 Turin, Italy.

THE CHAPTER 11 CASE OF IMERYS TALC ITALY S.P.A. WILL BE STRICKEN. THE PLAN PROPONENTS RESERVE THE RIGHT TO AMEND, SUPPLEMENT OR OTHERWISE MODIFY THIS JOINT CHAPTER 11 PLAN PRIOR TO OR DURING THE CONFIRMATION HEARING TO THE EXTENT ALLOWED BY THE BANKRUPTCY CODE AND THE BANKRUPTCY RULES AND IN ACCORDANCE WITH THE TERMS OF THE PLAN.

THE PLAN PROVIDES, AMONG OTHER THINGS, FOR THE ISSUANCE OF AN INJUNCTION PURSUANT TO SECTIONS 105(a) AND 524(g) OF THE BANKRUPTCY CODE THAT CHANNELS ALL CLASS 4 TALC PERSONAL INJURY CLAIMS AGAINST THE DEBTORS AND THE PROTECTED PARTIES (AS DEFINED HEREIN) TO A TRUST, AS WELL AS OTHER INJUNCTIONS DESCRIBED IN ARTICLE XII OF THE PLAN.

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Schedule IV Rio Tinto Corporate Parties

Schedule V Zurich Corporate Parties

Schedule VI Zurich Policies

INTRODUCTION

Imerys Talc America, Inc. and its affiliated debtors and debtors-in-possession in the above captioned Chapter 11 Cases respectfully propose the following joint chapter 11 plan of reorganization. Imerys Talc Italy S.p.A. proposes this joint chapter 11 plan as a prepackaged plan and if the requisite acceptances from holders of Claims in Class 4 are received, then Imerys Talc Italy S.p.A. will commence a chapter 11 case to implement the Plan. Unless otherwise indicated, capitalized terms shall have the meanings ascribed to them in Section 1.1 of the Plan.

Nothing in the Plan Documents constitutes an admission by the Debtors as to the existence, merits, or amount of the Debtors' actual present or future liability on account of any Claim or demand (including, but not limited to, any Talc Personal Injury Demand) except to the extent that such liability is specifically provided for in the Plan or the other Plan Documents in accordance with the Confirmation Order effective as of the Effective Date.

The Plan Proponents hereby jointly propose the following Plan pursuant to the provisions of chapter 11 of Title 11 of the United States Code for the Debtors in the Chapter 11 Cases and any laws applicable to the solicitation of votes on the Plan by Imerys Talc Italy S.p.A. Reference is made to the Disclosure Statement distributed contemporaneously herewith for, among other things, a discussion of the history, businesses, properties, and results of operations of the Debtors, and projections for future operations, and risks associated with the Plan. The Disclosure Statement also provides a summary of the Plan. YOU ARE URGED TO READ THE DISCLOSURE STATEMENT AND THE PLAN WITH CARE IN EVALUATING HOW THE PLAN WILL AFFECT YOUR CLAIM(S) BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I
DEFINITIONS AND RULES OF INTERPRETATION

1.1 Capitalized Terms. The capitalized terms used herein have the respective meanings set forth below. Any term that is not otherwise defined in this Section 1.1 of the Plan, but that is defined elsewhere in the Plan or in the Bankruptcy Code or Bankruptcy Rules, shall have the meaning given to that term in the Plan, the Bankruptcy Code, or Bankruptcy Rules, as applicable.

1.1.1 "**Additional Contribution**" is defined in accordance with Section 10.8.2.4 of the Plan.

1.1.2 "**Administrative Claim**" means any Claim for any cost or expense of administration of the Chapter 11 Cases under section 503(b) of the Bankruptcy Code, other than a DIP Facility Claim, including, but not limited to, (1) any actual and necessary post-petition cost or expense of preserving the Estates or operating the businesses of the Debtors, (2) any payment to be made under the Plan to cure a default on an assumed Executory Contract or Unexpired Lease, (3) post-petition costs, indebtedness or contractual obligations duly and validly incurred or assumed by the Debtors in the ordinary course of business, (4) any Fee Claim, including any Claim for compensation or reimbursement of expenses of Professionals to the extent allowed by the Bankruptcy Court under sections 327, 328, 330(a), 331, or 503(b) of the Bankruptcy Code or the provision of the Plan, (5) any fee or charge assessed against the Estates under 28 U.S.C. § 1930(6), (6) any

Claim of the Information Officer and/or counsel for the Information Officer, and (7) any Claim that has been granted superpriority administrative expense status in accordance with the Final Cash Management Order. For the avoidance of doubt, KEIP/KERP Payments are Administrative Claims.

1.1.3 "**Administrative Claims Bar Date**" means the applicable deadline for filing requests for payment of Administrative Claims (other than Fee Claims) and shall be the Business Day that is sixty (60) days after the Effective Date.

1.1.4 "**Administrative Claim Reserve**" means an amount, as of the Effective Date, equal to (i) the Allowed Amount of Administrative Claims (excluding Fee Claims) and (ii) an estimate by the Debtors (subject to input from and consent by each of the Plan Proponents) of additional Administrative Claims (excluding Fee Claims) that may become Allowed after the Effective Date, certain amounts attributable to the transfer of the Talc Personal Injury Trust Assets to the Talc Personal Injury Trust, and costs incurred by the Reorganized North American Debtors related to post-Effective Date Administrative Claim resolution. The sole purpose of the Administrative Claim Reserve is to pay all Allowed Administrative Claims against the Debtors in full.

1.1.5 "**Affiliate**" shall mean, with respect to any specified entity: (a) an "affiliate," as defined in section 101(2) of the Bankruptcy Code, of such specified entity; or (b) any other Entity that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by or is under common control with the specified entity. As used in clause (b) of the prior sentence, "control" shall include the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the specified entity (whether through the ownership of equity, by contract or otherwise).

1.1.6 "**Affirmation Order**" means an order of the District Court affirming Confirmation of the Plan and issuing or affirming the issuance of the Channeling Injunction in favor of the Protected Parties.

1.1.7 "**Allowed**" means (a) with respect to Non-Talc Claims, and including applicable premiums and penalties to the extent allowable: (i) any Claim proof of which is timely filed by the applicable Claims Bar Date; (ii) any Claim that is listed in the Schedules as neither contingent, unliquidated, nor disputed, and for which no Proof of Claim has been timely filed; or (iii) any Claim that is allowed pursuant to the Plan; *provided*, *however*, that with respect to any Claim described in clauses (i) and (ii) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance of such Claim has been filed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or such an objection is filed and the Claim shall have been allowed by a Final Order, and (b) with respect to Equity Interests: (i) any Equity Interest registered in the stock register (or its equivalent) maintained by or on behalf of the relevant Debtors as of the Confirmation Date; (ii) any Equity Interest that is allowed pursuant to the Plan; or (iii) any other Equity Interest that has been allowed by a Final Order of the Bankruptcy Court.

1.1.8 "**Allowed Amount**" means, with respect to any Non-Talc Claim, the amount for which that Claim is Allowed, denominated in U.S. dollars, Canadian dollars, or Euros, as applicable.

1.1.9 "**Amended Bylaws**" means, the amended and restated bylaws of each of the Reorganized North American Debtors, in substantially the form contained in the Plan Supplement.

1.1.10 "**Amended Certificate of Incorporation**" means, as to each of the Reorganized North American Debtors, the amended and restated certificate of incorporation of such Debtor, in substantially the form contained in the Plan Supplement.

1.1.11 "**Amended Charter Documents**" means, collectively, the Amended Bylaws and the Amended Certificates of Incorporation.

1.1.12 "**Asset Purchase Agreement**" means one or more asset purchase agreements pursuant to which the Sale or Sales are consummated, as contemplated by the Sale Motion, which motion includes, among other things, the right of the Tort Claimants' Committee and the FCR to consent to the form of such agreement(s).

1.1.13 "**Assignment**" means the transfer of (i) the Talc Insurance Actions, (ii) the Talc Insurance Action Recoveries, (iii) the Talc Insurance CIP Agreements, (iv) the Talc Insurance Settlement Agreements, (v) the Talc In-Place Insurance Coverage, (vi) all other rights or obligations under or with respect to the Talc Insurance Policies, and (vii) all rights in connection with the J&J Indemnification Obligations as set forth in the J&J Agreements, to the Talc Personal Injury Trust under the Plan or the other Plan Documents.

1.1.14 "**Bankruptcy Code**" means title 11 of the United States Code, as in effect on February 13, 2019.

1.1.15 "**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases.

1.1.16 "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of Title 28 of the United States Code and any local rules of the Bankruptcy Court, as in effect on the Petition Date, together with any and all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Cases.

1.1.17 "**Bid Procedures Order**" means that certain *Order (I) (A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (II) Granting Related Relief* [Docket No. 1950], as modified by the *Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2039], the *Second Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2189], and the *Third Notice of Modified Deadlines*

Contained in the Bidding Procedures and the Bidding Procedures Order [Docket No. 2329].

1.1.18 "**Business Day**" means any day other than a Saturday, a Sunday, or any other day on which banking institutions in New York, NY are authorized or required by law or executive order to close.

1.1.19 "**Buyer**" means the purchaser under any Asset Purchase Agreement approved by the Bankruptcy Court as contemplated by the Sale Motion, together with its successors and permitted assigns (including any and all of its Affiliates to which it assigns any of its rights or obligations under the Asset Purchase Agreement).

1.1.20 "**Canadian Claims**" shall mean Talc Personal Injury Claims of individuals exposed in Canada or who were resident in Canada at the time such claims are filed.

1.1.21 "**Canadian Court**" means the Ontario Superior Court of Justice (Commercial List).

1.1.22 "**Canadian Proceeding**" means the proceeding commenced by ITC before the Canadian Court pursuant to the Companies Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36, as amended.

1.1.23 "**Cash**" means lawful currency of the United States of America and its equivalents.

1.1.24 "**Channeling Injunction**" means the permanent injunction provided for in Section 12.3 of the Plan with respect to Talc Personal Injury Claims against the Protected Parties to be issued pursuant to the Confirmation Order.

1.1.25 "**Chapter 11 Cases**" means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court under Case No. 19-10289 (LSS), and, if applicable, the case to be commenced in the Bankruptcy Court under chapter 11 of the Bankruptcy Code for ITI.

1.1.26 "**Claim**" shall have the meaning ascribed to such term in section 101(5) of the Bankruptcy Code as it pertains to "claims" against any or all of the Debtors.

1.1.27 "**Claims Agent**" means Prime Clerk LLC.

1.1.28 "**Claims Bar Date**" means (i) October 15, 2019, for North American Debtor Claims (subject to the exceptions contained in the General Bar Date Order), (ii) January 9, 2020, for Indirect Talc Personal Injury Claims against the North American Debtors, or (iii) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to certain Claims.

1.1.29 "**Claims Objection Bar Date**" means the deadline for objecting to North American Debtor Claims set forth in Section 7.3.2 which shall be one hundred and twenty (120) days after the Effective Date, unless extended by operation of the Bankruptcy Rules or order of the Bankruptcy Court prior to the expiration of such period.

1.1.30 "**Claims Register**" means the register of Claims filed against the Debtors in the Chapter 11 Cases maintained by the Claims Agent as such register is updated from time to time to reflect, among other things, Claims that have been Allowed or Disallowed.

1.1.31 "**Class**" means a category of holders of Claims or Equity Interests described in Article III of the Plan.

1.1.32 "**Clerk**" means the clerk of the Bankruptcy Court.

1.1.33 "**Compensation Procedures Order**" means that certain *Order Under 11 U.S.C. §§ 105(a) and 331, Fed. R. Bankr. P. 2016(a), and Del. Bankr. L.R. 2016-2 Establishing Procedures for Interim Compensation and Reimbursement of Professionals* [Docket No. 301].

1.1.34 "**Confirmation**" means the entry of the Confirmation Order on the Docket of the Chapter 11 Cases.

1.1.35 "**Confirmation Date**" means the date on which the Confirmation Order is entered on the Docket in the Chapter 11 Cases.

1.1.36 "**Confirmation Hearing**" means the hearing held by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code to consider Confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

1.1.37 "**Confirmation Order**" means the order, in form and substance acceptable to the Plan Proponents, entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.1.38 "**Contingent Contribution**" is defined in accordance with Section 10.8.2.2 of the Plan.

1.1.39 "**Contributed Indemnity and Insurance Interests**" is defined in accordance with Section 10.8.2.3 of the Plan.

1.1.40 "**Contribution Claim**" is defined in accordance with Section 12.3.1(g) of the Plan.

1.1.41 "**Cooperation Agreement**" means that certain Cooperation Agreement among the Debtors, Imerys S.A., and the Talc Personal Injury Trust, in substantially the form contained in the Plan Supplement.

1.1.42 "**Credits**" is defined in accordance with Section 10.9.2.1 of the Plan.

1.1.43 "**Cure Amount**" means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary to (i) cure a monetary default of one or more of the Debtors in accordance with the terms of an Executory Contract or Unexpired Lease of such Debtor(s) and (ii) permit such Debtor(s) to assume such Executory Contract or Unexpired Lease under section 365(a) of the Bankruptcy Code.

1.1.44 "**Cyprus**" means Cyprus Mines Corporation, Cyprus Amax Minerals Company, and each of their past and present parents, subsidiaries and Affiliates, direct and indirect equity holders, and the successors and assigns of each, excluding the Debtors and the Imerys Non-Debtors.

1.1.45 "**Debtor Exposure**" shall mean credible evidence (a) of exposure to talc or a product containing talc mined, processed, manufactured, sold and/or distributed by the Debtors, or for which the Debtors otherwise have legal responsibility, or (b) of conduct for which the Debtors have legal responsibility that exposed the claimant to such product.

1.1.46 "**Debtor Intercompany Claim**" means any Claim held by a Debtor against another Debtor.

1.1.47 "**Debtors**" means Imerys Talc America, Inc., Imerys Talc Vermont, Inc., Imerys Talc Canada Inc., and, in the event it files a voluntary petition for relief under chapter 11 of the Bankruptcy Code before the Confirmation Date, Imerys Talc Italy S.p.A.

1.1.48 "**Direct Talc Personal Injury Claim**" means a Talc Personal Injury Claim that is not an Indirect Talc Personal Injury Claim.

1.1.49 "**DIP Facility**" means the debtor-in-possession financing facility provided by the DIP Facility Lender, as more fully described in the DIP Term Sheet and the DIP Order.

1.1.50 "**DIP Facility Claim**" means any Claim held by the DIP Facility Lender arising under the DIP Loan Documents and Allowed by the DIP Order.

1.1.51 "**DIP Facility Lender**" means Imerys S.A.

1.1.52 "**DIP Loan Documents**" means the credit agreement setting forth the terms and conditions of the DIP Facility and all documents related thereto in each case consistent with the DIP Term Sheet.

1.1.53 "**DIP Order**" means, the order of the Bankruptcy Court approving the DIP Facility.

1.1.54 "**DIP Term Sheet**" means the term sheet describing the DIP Facility, substantially in the form attached to the Disclosure Statement as Exhibit E.

1.1.55 "**Disallowed**" means any Non-Talc Claim or Equity Interest that (a) is denied, dismissed, expunged, overruled, or disallowed in whole or in part (but solely to the

extent of the disallowance) by Final Order or under the Plan, or (b) has been withdrawn, in whole or in part (but solely to the extent of such withdrawal).

1.1.56 "**Disbursing Agent**" means each Reorganized Debtor, or such other Entity or Entities chosen by the Reorganized Debtor or Reorganized Debtors to make or facilitate Distributions pursuant to the Plan.

1.1.57 "**Discharge Injunction**" means the injunction issued in accordance with sections 524 and 1141 of the Bankruptcy Code and contained in Section 12.1 of the Plan.

1.1.58 "**Disclosure Statement**" means the *Disclosure Statement for Third Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated October 16, 2020, including all exhibits and schedules thereto and references therein that relate to the Plan, approved by order of the Bankruptcy Court as containing adequate information, and distributed in accordance with such order of approval, as such disclosure statement and supplemental disclosure documents may be amended, modified, or supplemented from time to time with the consent of each of the Plan Proponents.

1.1.59 "**Disputed**" means any Non-Talc Claim or Equity Interest, or any portion thereof, that has not been Allowed or Disallowed pursuant to the Plan or a Final Order of the Bankruptcy Court, or that is contingent or unliquidated.

1.1.60 "**Disputed Claims Reserve**" means the reserve maintained by the Reorganized North American Debtors for any distributable amounts required to be set aside on account of Disputed North American Debtor Claims (other than Disputed Administrative Claims), the amount of which will be distributed (net of any expenses, including any taxes relating thereto), as provided in the Plan, as such Disputed North American Debtor Claims (other than Disputed Administrative Claims) are resolved by Final Order, and such amounts shall be distributable in respect of such Disputed North American Debtor Claims (other than Disputed Administrative Claims) as such amounts would have been distributable had the Disputed North American Debtor Claims (other than Disputed Administrative Claims) been Allowed Claims as of the Effective Date. For the avoidance of doubt, (i) no assets of ITI will be used to fund the Disputed Claims Reserve and no amounts from the Disputed Claims Reserve will be distributed on account of Allowed ITI Claims, and (ii) available funds in the Disputed Claims Reserve will not be used to pay any Claims that are subject to payment from funds placed in the Reorganized North American Debtor Cash Reserve.

1.1.61 "**Distribution(s)**" mean(s) Cash, property, or interest in property to be paid or delivered hereunder to holders of Allowed Non-Talc Claims under the terms of the Plan.

1.1.62 "**Distribution Date**" means the date which is as soon as reasonably practicable after the later of (i) the Effective Date, or (ii) in the case of a Non-Talc Claim that is not yet Allowed as of the Effective Date, the date that such Claim becomes Allowed.

1.1.63 "**Distribution Record Date**" means the record date for determining an entitlement to receive Distributions under the Plan on account of Allowed Non-Talc Claims, which shall be the Confirmation Date.

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

1.1.65 "**Docket**" means the docket in the jointly administered Chapter 11 Cases maintained by the Clerk.

1.1.66 "**Effective Date**" means the Business Day upon which all of the conditions precedent to the occurrence of the Effective Date contained in Section 9.2 of the Plan have been satisfied or waived pursuant to Section 9.3.

1.1.67 "**Encumbrance**" means with respect to any property (whether real or personal, tangible or intangible), any mortgage, Lien, pledge, charge, security interest, assignment or encumbrance of any kind or nature in respect of such property (including any conditional sale or other title retention agreement, any security agreement, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction) to secure payment of a debt or performance of an obligation.

1.1.68 "**Entity**" shall have the meaning ascribed to such term in section 101(15) of the Bankruptcy Code.

1.1.69 "**Equity Interest**" means (i) the ITA Stock, (ii) the ITV Stock, (iii) the ITC Stock, and/or (iv) the ITI Stock, as applicable.

1.1.70 "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder, as amended, supplemented or substituted therefor from time to time.

1.1.71 "**ERISA Affiliate**" means, with respect to any Person, any other Person (whether or not incorporated) that, together with such Person, would be treated as a single employer under section 414 of the Internal Revenue Code or section 4001 of ERISA.

1.1.72 "**ERISA Pension Plan Sponsors**" is defined in accordance with Section 12.10 of the Plan.

1.1.73 "**ERISA Pension Plans**" is defined in accordance with Section 12.10 of the Plan.

1.1.74 "**Estate**" means, as to each Debtor, the estate created in its Chapter 11 Case under section 541 of the Bankruptcy Code.

1.1.75 "**Estate Causes of Action**" means any and all of the actions, claims, rights, remedies, defenses, counterclaims, suits, and causes of action owned or held, or assertable by or on behalf of any Debtor or its Estate (including, without limitation, claims

assertable by the Tort Claimants' Committee or FCR on behalf of any Debtor or its Estate), whether known or unknown, in law, at equity or otherwise, whenever and wherever arising under the laws of any jurisdiction, including without limitation actions that (i) arise out of or are based on breach of contract, receipt of illegal dividends, fraudulent conveyances and transfers, breach of fiduciary duty, breach of duty of loyalty, legal malpractice, recovery of attorneys' fees, turnover of property and avoidance or recovery actions of the Debtors or their respective Estates, including actions that constitute property of the Estate under section 541 of the Bankruptcy Code that are or may be pursued by a representative of the Estates, including pursuant to section 323 of the Bankruptcy Code, and actions that may be commenced by a representative of the Estates under section 362 or chapter 5 of the Bankruptcy Code, seeking relief in the form of damages (actual and punitive), imposition of a constructive trust, turnover of property, restitution, and declaratory relief with respect thereto or otherwise, or (ii) seek to impose any liability upon, or injunctive relief on, any Imerys Protected Party, any Rio Tinto Protected Party, or any Settling Talc Insurance Company, or to satisfy, in whole or in part, any Talc Personal Injury Claim. The term "Estate Causes of Action" includes any such actions, claims, rights, remedies, defenses, counterclaims, suits, and causes of action, regardless of the alleged legal theory, including without limitation: (a) inadequate capitalization, (b) fraudulent transfer or fraudulent conveyance claims, or claims seeking to avoid and/or recover any transfers of property, under applicable state or federal law, (c) claims based on the doctrines of veil piercing, alter ego, or vicarious liability; (d) single business enterprise or common enterprise claims; (e) claims that any Debtor was the mere instrumentality, agent, dominated or controlled party, or alter ego of any Imerys Protected Party or any Rio Tinto Protected Party, or that any Imerys Protected Party or any Rio Tinto Protected Party was the mere instrumentality, agent, dominated or controlled party, or alter ego of any Debtor; (f) claims that any Imerys Protected Party or any Rio Tinto Protected Party was the mere continuation of any Debtor; (g) negligent provision of services claims; and (h) claims that any Imerys Protected Party or any Rio Tinto Protected Party, on the one hand, and any Debtor, on the other hand, conspired with one another, aided and abetted one another, or acted in concert with one another.

1.1.76 "**Executory Contract**" means any executory contract as to which one of the Debtors is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.1.77 "**FCR**" means James L. Patton (or any Bankruptcy Court-appointed successor), in his capacity as the legal representative for any and all persons who may assert Talc Personal Injury Demands.

1.1.78 "**Fee Claim**" means any Claim of a (i) Professional for allowance of compensation and reimbursement of costs and expenses and (ii) member of the Tort Claimants' Committee for reimbursement of costs and expenses, in each case incurred in the Chapter 11 Cases on or before the Effective Date.

1.1.79 "**Fee Claim Reserve**" means an amount equal to the Allowed Amount of Fee Claims against the Debtors and a reasonable estimate by the Debtors (subject to input from and consent by each of the Plan Proponents) of additional Fee Claims against

the Debtors that may become Allowed after the Effective Date. The sole purpose of the Fee Claim Reserve is to pay all Allowed and unpaid Fee Claims against the Debtors in full.

1.1.80 "**Fee Examiner**" means Jacob Renick (or any Bankruptcy Court-appointed successor), in his capacity as the fee examiner appointed pursuant to the Fee Examiner Order.

1.1.81 "**Fee Examiner Order**" means the *Order Appointing Fee Examiner and Establishing Related Procedures for the Review of Applications of Retained Professionals* [Docket No. 741].

1.1.82 "**Final Cash Management Order**" means the *Final Order Under 11 U.S.C. §105(a), 345, 363, 503(b), and 507(a), Fed. R. Bankr. P. 6003 and 6004, and Del. Bankr. L.R. 2015-2 (I) Authorizing Continued Use of Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (II) Authorizing Continuation of Existing Deposit Practices, (III) Approving the Continuation of Intercompany Transactions, and (IV) Granting Superpriority Administrative Expense Status to Certain Postpetition Intercompany Claims* [Docket No. 428].

1.1.83 "**Final Order**" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

1.1.84 "**Foreign Claim**" shall mean a Talc Personal Injury Claim with respect to which: (i) the purchase of a product containing talc mined, processed, manufactured, sold and/or distributed by the Debtors, or for which the Debtors otherwise have legal responsibility occurred outside of the United States or Canada and their territories and possessions, and (ii) the Debtor Exposure occurred outside of the United States or Canada and their territory and possessions. For the avoidance of doubt, a Canadian Claim is not a Foreign Claim.

1.1.85 "**Future Credits**" is defined in accordance with Section 10.9.2.1 of the Plan.

1.1.86 "**General Bar Date Order**" means the *Order (I) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim Other Than with Respect to Talc Personal Injury Claims and (II) Approving Form and Manner of Notice Thereof* [Docket No. 881].

1.1.87 "**Imerys Affiliated Parties**" means, in each case during the times the Debtors were direct or indirect subsidiaries of Imerys S.A. and solely in their capacities as such: (i) direct or indirect shareholders of Imerys S.A.; (ii) current and former officers,

directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, experts, and other professionals of the Imerys Corporate Parties and/or the Debtors; and (iii) with respect to each of the foregoing Persons in clauses (i) and (ii), each such Persons' respective heirs, executors, estates, and nominees, as applicable. For the avoidance of doubt, the Imerys Affiliated Parties exclude J&J, the Rio Tinto Corporate Parties, and Cyprus.

1.1.88 "**Imerys Cash Contribution**" is defined in accordance with Section 10.8.2.2 of the Plan.

1.1.89 "**Imerys Contribution**" is defined in accordance with Section 10.8.2 of the Plan.

1.1.90 "**Imerys Corporate Parties**" means Imerys S.A. and all Persons listed on Schedule I, each of which are or were Affiliates of Imerys S.A. during the time that the Debtors were owned or controlled by Imerys S.A., hereto, and the successors and assigns of such Persons, solely in their capacity as such. Schedule I is an exclusive list and does not include, among others, J&J, the Rio Tinto Corporate Parties, or Cyprus.

1.1.91 "**Imerys Non-Debtors**" means Imerys S.A. and its Affiliates, excluding the Debtors.

1.1.92 "**Imerys Plan Proponents**" means Imerys S.A., on behalf of itself and all Persons listed on Schedule II hereto, each of which Imerys S.A. has direct or indirect ownership or other control.

1.1.93 "**Imerys Protected Parties**" means the Imerys Corporate Parties and the Imerys Affiliated Parties.

1.1.94 "**Imerys Released Claims**" is defined in accordance with Section 12.2.1(b) of the Plan.

1.1.95 "**Imerys S.A.**" means Imerys S.A., the Debtors' parent entity.

1.1.96 "**Imerys Settlement**" means that certain comprehensive settlement by and among the Plan Proponents, the terms of which are set forth and implemented herein.

1.1.97 "**Imerys Settlement Funds**" means (i) $75 million, consisting of Cash and the Talc PI Note, plus (ii) the Sale Proceeds, plus (iii) a contingent purchase price enhancement of up to $102.5 million, subject to the Cash value of the Sale Proceeds, less (iv) amounts required to pay the DIP Facility Claims pursuant to the terms of the DIP Loan Documents and Allowed by the DIP Order.

1.1.98 "**Impaired**" means a Claim or Equity Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.1.99 "**Indirect Talc Personal Injury Claim**" means a Talc Personal Injury Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), co-defendant of a Debtor, or predecessor of a Debtor for contribution, reimbursement, subrogation, or indemnity, whether contractual or implied by law (as those terms are defined by applicable non-bankruptcy law of the relevant jurisdiction), and any other derivative Talc Personal Injury Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), co-defendant of a Debtor, or predecessor of a Debtor, whether in the nature of or sounding in contract, tort, warranty, or other theory of law. For the avoidance of doubt, an Indirect Talc Personal Injury Claim shall not include any claim for or otherwise relating to death, injury, or damages caused by talc or a product or material containing talc that is asserted by or on behalf of any injured individual, the estate, legal counsel, relative, assignee, or other representative of any injured individual, or an individual who claims injury or damages as a result of the injury or death of another individual regardless of whether such claim is seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative, or any other costs or damages, or any legal, equitable or other relief whatsoever, including pursuant to a settlement, judgment, or verdict. By way of illustration and not limitation, an Indirect Talc Personal Injury Claim shall not include any claim for loss of consortium, loss of companionship, services and society, or wrongful death. Indirect Talc Personal Injury Claims shall be resolved by the Talc Personal Injury Trust in accordance with the Talc Personal Injury Trust Documents.

1.1.100 "**Information Officer**" means Richter Advisory Group Inc., in its capacity as the information officer appointed by the Canadian Court in the Canadian Proceeding.

1.1.101 "**Injunctions**" means the Discharge Injunction, the Channeling Injunction, the Supplemental Settlement Injunction Order, the Insurance Entity Injunction, the Release Injunction, and any other injunctions entered by the Bankruptcy Court or the District Court in connection with Confirmation of the Plan.

1.1.102 "**Insurance Entity Injunction**" means the injunction described in Section 12.3.2 of the Plan.

1.1.103 "**Insured Non-Talc Claim**" means a Non-Talc Claim that is alleged to be covered by an insurance policy issued or allegedly issued by a Non-Talc Insurance Company.

1.1.104 "**Intercompany Claim**" means (a) any Debtor Intercompany Claim or (b) any Non-Debtor Intercompany Claim.

1.1.105 "**Intercompany Loan**" means that certain outstanding loan payable from the Imerys Non-Debtors to the North American Debtors in the amount of approximately $14,100,000 as of August 31, 2020.

1.1.106 "**Internal Revenue Code**" or "**Tax Code**" means title 26 of the United States Code, 26 U.S.C. §§ 1 *et seq.*, as in effect on the Petition Date, together with all

amendments, modifications, and replacements of the foregoing as the same may exist on any relevant date to the extent applicable to the Chapter 11 Cases.

1.1.107 "**ITA**" means Imerys Talc America, Inc., a Delaware corporation.

1.1.108 "**ITA Stock**" means all of the outstanding shares of stock of ITA, 100% of which is held by Imerys Minerals Holding Limited.

1.1.109 "**ITC**" means Imerys Talc Canada Inc., a Canadian corporation.

1.1.110 "**ITC Stipulated Claim**" means any superpriority administrative expense claim held by ITC against ITA arising as a result of the ITC Stipulated Order.

1.1.111 "**ITC Stipulated Order**" means that certain *Order Approving Stipulation and Agreement Permitting Imerys Talc Canada Inc. to Make Payments to Imerys Talc America, Inc. for Non-Debtor Professional Fees*, entered on March 26, 2020 [Docket No. 1578].

1.1.112 "**ITC Stock**" means all of the outstanding shares of stock of ITC, 100% of which is held by Mircal S.A., a Non-Debtor Affiliate.

1.1.113 "**ITI**" means Imerys Talc Italy S.p.A., an Italian corporation.

1.1.114 "**ITI Causes of Action**" means any and all Estate Causes of Action (other than Talc Personal Injury Trust Causes of Action and Talc Insurance Actions) owned or held, or assertable by or on behalf of ITI or its Estate that are not otherwise released pursuant to the Plan.

1.1.115 "**ITI Claim**" means any Non-Talc Claim against ITI.

1.1.116 "**ITI Stock**" means all of the outstanding shares of (i) stock of ITI or (ii) if on or after the Effective Date, Reorganized ITI, the majority of which is held by Mircal Italia.

1.1.117 "**ITV**" means Imerys Talc Vermont, Inc., a Vermont corporation.

1.1.118 "**ITV Stock**" means all of the outstanding shares of stock of ITV, 100% of which is held by ITA.

1.1.119 "**J&J**" means Johnson & Johnson, Johnson & Johnson Baby Products Company, Johnson & Johnson Consumer Companies, Inc., Johnson & Johnson Consumer Inc., Johnson & Johnson Consumer Products, Inc., and each of their past and present parents, subsidiaries and Affiliates, direct and indirect equity holders, and the successors and assigns of each, excluding the Debtors and the Imerys Non-Debtors.

1.1.120 "**J&J Agreements**" means those contracts and/or agreements setting forth the J&J Indemnification Obligations, including, without limitation: (i) that certain Agreement, between Cyprus Mines Corporation and Johnson & Johnson, dated as of

January 6, 1989; (ii) that certain Talc Supply Agreement, between Windsor Minerals Inc. and Johnson & Johnson Baby Products Company, a division of Johnson & Johnson Consumer Products, Inc., dated as of January 6, 1989; (iii) that certain Supply Agreement between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of April 15, 2001; (iv) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2010; (v) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2011; and/or (vi) any other applicable agreement, order, or law.

1.1.121 "**J&J Indemnification Obligations**" means any and all indemnity rights of the Debtors, the Protected Parties, and the Imerys Non-Debtors against J&J for Talc Personal Injury Claims set forth in the J&J Agreements.

1.1.122 "**J&J Indemnification Rights and Obligations**" means (i) the J&J Indemnification Obligations and (ii) any and all indemnification rights of J&J against the Debtors and the other Protected Parties for Talc Personal Injury Claims, if any, *provided, however*, that the J&J Indemnification Rights and Obligations do not include any claim by J&J to indemnification, defense, contribution, or any other right to recovery against any Rio Tinto Protected Party or any Zurich Protected Party, or under any Rio Tinto Captive Insurer Policy or any Zurich Policy, arising out of or relating to any Talc Personal Injury Claim.

1.1.123 "**KEIP/KERP Payments**" means those certain payments to participants in the Debtors' key employee incentive plan and/or key employee retention plan as authorized by the Bankruptcy Court pursuant to the *Order Approving Debtors' Key Employee Retention Program* [Docket No. 1259] and the *Order Approving Debtors' Revised Key Employee Incentive Program* [Docket No. 1787].

1.1.124 "**Lien**" has the meaning ascribed to such term in section 101(37) of the Bankruptcy Code.

1.1.125 "**Mircal Italia**" means Mircal Italia S.p.A., a Non-Debtor Affiliate.

1.1.126 "**Non-Debtor Affiliate**" means an Affiliate of any Debtor other than Imerys S.A. or one of the other Debtors.

1.1.127 "**Non-Debtor Intercompany Claim**" means any Claim (including Claims related to setoff rights) held against a Debtor by Imerys S.A. or a Non-Debtor Affiliate that is a direct or indirect subsidiary of Imerys S.A. other than (i) Administrative Claims and (ii) claims related to Postpetition Intercompany Transactions (as such term is defined in the Final Cash Management Order) made pursuant to the Final Cash Management Order, *provided* that Imerys S.A. or a Non-Debtor Affiliate that is a direct or indirect subsidiary of Imerys S.A. shall have no Administrative Claim on account of the Contingent Contribution except where Imerys S.A. is entitled to reimbursement on account of any unused portions of the Contingent Contribution that Imerys S.A. contributed pursuant to Section 10.8.2.2 of the Plan.

1.1.128 "**Non-Talc Causes of Action**" means the North American Debtor Causes of Action and the ITI Causes of Action.

1.1.129 "**Non-Talc Claim**" means any Claim that is not a Talc Personal Injury Claim.

1.1.130 "**Non-Talc Insurance Assets**" means any Non-Talc Insurance Policies, or settlements thereof, that afford the Debtors indemnity or insurance coverage solely with respect to any Insured Non-Talc Claims.

1.1.131 "**Non-Talc Insurance Company**" means any insurance company, insurance syndicate, coverholder, insurance broker or syndicate insurance broker, guaranty association or any other Entity, other than a Talc Insurance Company, that may have liability under a Non-Talc Insurance Policy.

1.1.132 "**Non-Talc Insurance Policies**" means any insurance policy, other than a Talc Insurance Policy, issued to or that provides or may provide coverage at any time to the Debtors or under which the Debtors have sought or may seek coverage including, without limitation, any such policy for directors' and officers' liability, general liability, workers' compensation, and any excess or umbrella policy, and all agreements, documents, or instruments relating thereto.

1.1.133 "**North American Debtor Causes of Action**" means any and all Estate Causes of Action (other than Talc Personal Injury Trust Causes of Action and Talc Insurance Actions) owned or held, or assertable by or on behalf of any North American Debtor or their Estates that are not otherwise released pursuant to the Plan.

1.1.134 "**North American Debtor Claim**" means any Non-Talc Claim against any or all of the North American Debtors.

1.1.135 "**North American Debtor Stock**" means the ITA Stock, the ITV Stock, and the ITC Stock.

1.1.136 "**North American Debtors**" means ITA, ITV, and ITC.

1.1.137 "**PBGC**" means Pension Benefit Guaranty Corporation.

1.1.138 "**Pension Liabilities**" means the obligation to pay the pension benefits accrued by the employees of the North American Debtors with respect to their service with the Debtors (and any ERISA Affiliates of the Debtors) as of the Effective Date.

1.1.139 "**Person**" means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit (as defined in section 101(27) of the Bankruptcy Code), or other Entity.

1.1.140 "**Petition Date**" means February 13, 2019, and, with respect to ITI, the date on which ITI files its petition for relief commencing its Chapter 11 Case.

1.1.141 "**Plan**" means this *Second Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* filed by the Plan Proponents, as the same may be amended or modified from time to time pursuant to section 1127 of the Bankruptcy Code and consistent with the Imerys Settlement. The Plan shall be in form and substance acceptable to each of the Plan Proponents.

1.1.142 "**Plan Cure and Assumption Notice**" is defined in accordance with Section 5.3.3 of the Plan.

1.1.143 "**Plan Documents**" means the Plan, the Disclosure Statement, the Plan Supplement, and all of the exhibits and schedules attached to any of the foregoing (including, without limitation and for the avoidance of doubt, the Talc Personal Injury Trust Documents and the Cooperation Agreement).

1.1.144 "**Plan Proponents**" means, collectively, the Debtors, the Tort Claimants' Committee, the FCR, and the Imerys Plan Proponents.

1.1.145 "**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan to be filed by the Debtors no later than twenty-one (21) days prior to the earlier of (i) the deadline for submission of ballots to vote to accept or reject the Plan, or (ii) the deadline to object to Confirmation of the Plan, unless otherwise ordered by the Bankruptcy Court, and additional documents filed with the Bankruptcy Court before the Effective Date as amendments, modifications, or supplements to the Plan Supplement, including the following: (a) the list of Executory Contracts and Unexpired Leases to be assumed by the North American Debtors, together with the Cure Amount for each such contract or lease; (b) the list of Executory Contracts and Unexpired Leases to be assumed by ITI, together with the Cure Amount for each such contract or lease; (c) a list of the Executory Contracts and Unexpired Leases to be rejected by ITI; (d) a list of the Settling Talc Insurance Companies; (e) a list of the North American Debtor Causes of Action; (f) a list of the ITI Causes of Action; (g) a list of the Contributed Indemnity and Insurance Interests; (h) the Cooperation Agreement; (i) the Amended Charter Documents; (j) the list of officers and directors of the Reorganized North American Debtors; (k) the Talc PI Note; (l) the Talc PI Pledge Agreement; (m) the identity of the initial Talc Trustees; (n) a list of the initial members of the Talc Trust Advisory Committee; (o) a list of the Talc Insurance Policies; and (p) the Rio Tinto/Zurich Settlement Agreement; *provided* that the Plan Documents listed in subsections (d), (g), (h), (i), (j), (k), (l), and (o) shall each be in form and substance acceptable to each of the Plan Proponents; *provided further* that the Plan Documents listed in subsections (a), (b), and (c) will be revised as needed, subject to Article V of the Plan, to take into account any additional Executory Contracts and Unexpired Leases to be assumed or rejected in advance of the Confirmation Hearing.

1.1.146 "**Post-Effective Date Liabilities**" is defined in accordance with Section 4.13 of the Plan.

1.1.147 "**Priority Non-Tax Claim**" means any Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code, other than an Administrative Claim, a Priority Tax Claim, a Fee Claim, or a DIP Facility Claim.

1.1.148 "**Priority Tax Claim**" means any Claim entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

1.1.149 "**Professional**" means any person retained or to be compensated pursuant to sections 327, 328, 330, 524(g)(4)(B)(i), or 1103 of the Bankruptcy Code, including, without limitation, any professional retained by the Tort Claimants' Committee and/or the FCR.

1.1.150 "**Proof of Claim**" means any proof of claim filed with the Bankruptcy Court or the Claims Agent pursuant to section 501 of the Bankruptcy Code and Bankruptcy Rules 3001 or 3002 that asserts a Claim against any of the Debtors.

1.1.151 "**Protected Party**" means any of the following:

(a) the Debtors and any Person who served as a director or officer of any Debtor at any time during the Chapter 11 Cases, but solely in such Person's capacity as such;

(b) the Reorganized Debtors;

(c) the Imerys Protected Parties;

(d) any Person, except for the Talc Personal Injury Trust, that, pursuant to the Plan or otherwise, after the Effective Date, becomes a direct or indirect transferee of, or successor to, the Debtors, the Reorganized Debtors, or any of their respective assets (but only to the extent that liability is asserted to exist as a result of its becoming such a transferee or successor);

(e) the Buyer (but only to the extent that liability is asserted to exist as a result of its becoming a transferee or successor to the Debtors);

(f) the Settling Talc Insurance Companies; and

(g) the Rio Tinto Protected Parties.

1.1.152 "**Release Injunction**" is defined in accordance with Section 12.2.3 of the Plan.

1.1.153 "**Released Parties**" means each of: (a) the Imerys Protected Parties; (b) the Debtors; (c) the Reorganized Debtors; (d) the Tort Claimants' Committee and the individual members thereof (in their capacities as such); (e) the FCR; (f) the Information Officer; (g) the Rio Tinto Protected Parties; and (h) to the fullest extent permitted by applicable law, with respect to each of the foregoing Persons in clauses (b) through (f), each such Person's Representatives.

1.1.154 "**Releasing Claim Holder**" means, collectively, (a) all holders of Claims that vote to accept the Plan; (b) all holders of Claims that are presumed to accept the Plan; (c) all holders of Claims entitled to vote on the Plan and who vote against the Plan and do not opt out of the releases provided for in the Plan, (d) all holders of Claims entitled to vote for or against the Plan who do not vote for or against the Plan and do not opt out of the releases provided for in the Plan, except for those holders of Claims whose solicitation packages were returned to the Debtors or their agent(s) as undeliverable and those holders of Claims that were not sent a solicitation package because a prior mailing sent to them in the Chapter 11 Cases was returned as undeliverable, in each case, unless such holders have notice of the Chapter 11 Cases; and (e) with respect to each of the foregoing Persons in clauses (a) through (d), such Persons' respective predecessors, successors, and assigns, each in their capacity as such.

1.1.155 "**Reorganized Debtors**" means the Reorganized North American Debtors and Reorganized ITI.

1.1.156 "**Reorganized ITA**" means ITA, renamed Ivory America, Inc., on and after the Effective Date.

1.1.157 "**Reorganized ITA Stock**" means one hundred percent (100%) of the shares of common stock of Reorganized ITA.

1.1.158 "**Reorganized ITC**" means ITC, renamed Ivory Canada, Inc., on and after the Effective Date.

1.1.159 "**Reorganized ITC Stock**" means one hundred percent (100%) of the shares of common stock of Reorganized ITC.

1.1.160 "**Reorganized ITI**" means ITI, on and after the Effective Date.

1.1.161 "**Reorganized ITV**" means ITV, renamed Ivory Vermont, Inc., on and after the Effective Date.

1.1.162 "**Reorganized ITV Stock**" means one hundred percent (100%) of the shares of common stock of Reorganized ITV.

1.1.163 "**Reorganized North American Debtor Cash Reserve**" means an amount, funded from Cash on hand of the North American Debtors and/or the Imerys Cash Contribution, as of the Effective Date, subject to input from and consent by each of the Plan Proponents, equal to: (i) the Allowed Amount of Priority Tax Claims against the North American Debtors; (ii) the Allowed Amount of Priority Non-Tax Claims against the North American Debtors; (iii) the Allowed Amount of all Secured Claims against the North American Debtors; (iv) the Allowed Amount of all Debtor Intercompany Claims against the North American Debtors; (v) the Allowed Amount of all Unsecured Claims against the North American Debtors; and (vi) an estimate by the North American Debtors of additional post-Effective Date obligations that the Reorganized North American Debtors may incur, including, but not limited to, (a) amounts necessary to compensate the Disbursing Agent and cover costs incurred by the Disbursing Agent in implementing the Plan, (b) amounts

necessary to enforce all rights to commence and pursue, as appropriate, any and all North American Debtor Causes of Action, and (c) amounts due in respect of the Canadian Proceeding related to the post-Effective Date period. For the avoidance of doubt, the Reorganized North American Debtor Cash Reserve shall not be funded by the Administrative Claim Reserve, the Fee Claim Reserve, the assets of ITI, or the assets of Reorganized ITI, nor shall ITI Claims be satisfied from the Reorganized North American Debtor Cash Reserve.

1.1.164 "**Reorganized North American Debtor Stock**" means the Reorganized ITA Stock, the Reorganized ITV Stock, and the Reorganized ITC Stock, which shall be deemed authorized and issued on the Effective Date as described in Section 10.6 of the Plan.

1.1.165 "**Reorganized North American Debtors**" means Reorganized ITA, Reorganized ITV, and Reorganized ITC.

1.1.166 "**Representatives**" means with respect to any Person, such Person's (a) successors, permitted assigns, subsidiaries, and controlled affiliates, (b) present officers and directors, principals, members, employees, financial advisors, attorneys, accountants, investment bankers, consultants, experts, and other professionals, and (c) respective heirs, executors, estates, and nominees, in each case solely in their capacity as such.

1.1.167 "**Reserves**" means (a) the Administrative Claim Reserve; (b) Disputed Claims Reserve; (c) the Fee Claim Reserve; and (d) the Reorganized North American Debtor Cash Reserve.

1.1.168 "**Rio Tinto**" means Rio Tinto America Inc.

1.1.169 "**Rio Tinto Captive Insurer Policies**" means any and all Talc Insurance Policies issued by the Rio Tinto Captive Insurers, including, but not limited to the Talc Insurance Policies listed on Schedule III. For the avoidance of doubt, the Rio Tinto Captive Insurer Policies shall not include any policy to the extent such policy provides reinsurance to any Zurich Protected Party.

1.1.170 "**Rio Tinto Captive Insurers**" means Three Crowns Insurance Company Limited, Metals & Minerals Insurance Company Pte. Ltd., and Falcon Insurance Ltd., collectively or individually, as appropriate.

1.1.171 "**Rio Tinto Cash Contribution**" means $80 million, which Rio Tinto will contribute, or cause to be contributed, to the Talc Personal Injury Trust.

1.1.172 "**Rio Tinto Corporate Parties**" means Rio Tinto plc, Rio Tinto Limited, and the Persons listed on Schedule IV, each of which is directly or indirectly controlled by Rio Tinto plc and/or Rio Tinto Limited, and the future successors or assigns of Rio Tinto plc, Rio Tinto Limited, and/or the Persons listed on Schedule IV, solely in their capacity as such.

1.1.173 "**Rio Tinto Protected Parties**" means (a) the Rio Tinto Corporate Parties; (b) direct or indirect shareholders of the Rio Tinto Corporate Parties; (c) current and former officers, directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, insurers, investment bankers, consultants, representatives, experts, and other professionals of the Rio Tinto Corporate Parties; and (d) the respective heirs, executors, and estates, as applicable, of each Person listed in clauses (b) and (c), and, as to each Person listed in clauses (a), (b), (c) or (d), solely in their capacity as such. For the avoidance of doubt, the Rio Tinto Protected Parties exclude the Debtors, the Imerys Protected Parties, Cyprus, and J&J.

1.1.174 "**Rio Tinto/Zurich Contribution**" means, collectively, (a) the Rio Tinto Cash Contribution, (b) the Zurich Cash Contribution, and (c) the Rio Tinto/Zurich Credit Contribution.

1.1.175 "**Rio Tinto/Zurich Credit Contribution**" is defined in accordance with Section 10.9.2.1 of the Plan.

1.1.176 "**Rio Tinto/Zurich Released Claims**" is defined in accordance with Section 12.2.1(c) of the Plan.

1.1.177 "**Rio Tinto/Zurich Settlement**" means that certain comprehensive settlement set forth in the Plan and the Rio Tinto/Zurich Settlement Agreement and implemented by the Plan by and among: (i) Rio Tinto, on behalf of itself and the Rio Tinto Captive Insurers, and for the benefit of the Rio Tinto Protected Parties, and Zurich, on behalf of itself and for the benefit of the Zurich Protected Parties, on the one hand, and (ii) the Debtors, on the other hand, and consented to by the Tort Claimants' Committee and the FCR, pursuant to which, in exchange for the Rio Tinto/Zurich Contribution, the Rio Tinto Protected Parties, the Rio Tinto Captive Insurers, and the Zurich Protected Parties receive the benefit of the Channeling Injunction and other protections set forth herein and in the Rio Tinto/Zurich Settlement Agreement.

1.1.178 "**Rio Tinto/Zurich Settlement Agreement**" means the Settlement Agreement and Release among Rio Tinto, the Rio Tinto Captive Insurers, and Zurich, on the one hand, and the Debtors, on the other hand, providing for, *inter alia*, the free and clear sale, pursuant to section 363 of the Bankruptcy Code, of any and all rights and interests of the Debtors in the Rio Tinto Captive Insurer Policies and the Zurich Policies, in substantially the form contained in the Plan Supplement.

1.1.179 "**Rio Tinto/Zurich Trigger Date**" means the date that the Tort Claimants' Committee or the Talc Personal Injury Trust provides Rio Tinto and/or Zurich (as applicable) with notice of the occurrence of the later of (a) the Effective Date, or (b) the date the Affirmation Order becomes a Final Order.

1.1.180 "**Sale**" means one or more sales consisting of substantially all of the assets of the North American Debtors to the Buyer pursuant to an Asset Purchase Agreement, in each case with the consent or consultation rights of the Tort Claimants'

Committee and the FCR set forth in the Sale Motion, which sale is authorized by order of the Bankruptcy Court.

1.1.181 "**Sale Cure Notice**" is defined in accordance with Section 5.3.2 of the Plan.

1.1.182 "**Sale Motion**" means the *Debtors' Motion for Entry of Orders (I) (A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, (II) Approving Sale of Substantially All Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief*, filed on May 15, 2020.

1.1.183 "**Sale Order**" means the order approving the Sale or Sales in form and substance acceptable to the Debtors, the Tort Claimants' Committee, and the FCR, or a Final Order of the Bankruptcy Court approving the Sale or Sales.

1.1.184 "**Sale Proceeds**" means the net proceeds from the Sale.

1.1.185 "**Schedules**" means the schedules of assets and liabilities and the statements of financial affairs of the North American Debtors as filed on the Docket in accordance with section 521 of the Bankruptcy Code, as such schedules and statements may be amended or supplemented from time to time.

1.1.186 "**Secured Claim**" means a Claim, other than a DIP Facility Claim, or any portion thereof: (a) secured by a Lien on property in which a particular Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order, to the extent of the value of the creditor's interest in such Estate's interest in such property as determined pursuant to section 506(a) of the Bankruptcy Code, (b) subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the amount subject to setoff as determined pursuant to section 506(a) of the Bankruptcy Code, or (c) Allowed as secured pursuant to the Plan or any Final Order as a secured Claim.

1.1.187 "**Settled Talc Insurance Policy**" means any Talc Insurance Policy that is released pursuant to a Talc Insurance Settlement Agreement.

1.1.188 "**Settling Talc Insurance Company**" means, solely with respect to Settled Talc Insurance Policies:

(a) the Zurich Protected Parties;

(b) the Rio Tinto Captive Insurers;

(c) prior to the Effective Date, any other Talc Insurance Company that contributes funds, proceeds, or other consideration to or for the benefit of the Talc Personal Injury Trust and is designated, with the consent of the Debtors, the Tort

Claimants' Committee, and the FCR, in the Confirmation Order and/or the Affirmation Order, to be a Settling Talc Insurance Company; and

(d) following the Effective Date, each Talc Insurance Company that contributes funds, proceeds, or other consideration to or for the benefit of the Talc Personal Injury Trust and is designated as a Settling Talc Insurance Company by the Talc Personal Injury Trust, the Talc Trust Advisory Committee, and the FCR; *provided*, *however*, that any post-Effective Date addition to the list of Protected Parties does not become effective until entry of a Final Order approving the addition.

1.1.189 "**Shared Talc Insurance Policy**" means the Talc Insurance Policy issued by XL Insurance Company Ltd. to the Imerys Non-Debtors and the Debtors, Policy No. FR00003071LI13A, for the policy period of January 1, 2013 to December 31, 2014, and the Talc Insurance Policies issued by XL Insurance America, Inc. to Imerys USA, Inc. for the policy periods of January 1, 2011 through January 1, 2015, and any other insurance policy currently or previously in effect at any time on or before the Effective Date naming the Debtors (or any predecessor, subsidiary, or past or present Affiliate of the Debtors) as an insured (whether as the primary or additional insured, or by virtue of being a subsidiary to the named insured), or otherwise alleged to afford the Imerys Non-Debtors' insurance coverage, upon which any claim could have been, has been or may be made with respect to any Talc Personal Injury Claim, except that such insurance policies will not include any insurance policy that contains an exclusion expressly applicable to bodily injury arising in whole or in part out of exposure to talc, or talc-containing dust that has caused or allegedly caused ovarian cancer.

1.1.190 "**Supplemental Settlement Injunction Order**" means the injunction described in Section 12.4 of the Plan.

1.1.191 "**Talc In-Place Insurance Coverage**" means all of the rights, benefits or insurance coverage under any Talc Insurance Policy or any Talc Insurance CIP Agreement that is not a Settled Talc Insurance Policy, including the right to payment or reimbursement of liability, indemnity, or defense costs arising from or related to Talc Personal Injury Claims or Talc Personal Injury Trust Expenses.

1.1.192 "**Talc Insurance Action**" means any claim, cause of action, or right of the Debtors, or any one of them, under the laws of any jurisdiction, against any Talc Insurance Company with respect to any Talc Personal Injury Claim, arising from or related to: (a) any such Talc Insurance Company's failure to provide coverage or otherwise pay under Talc In-Place Insurance Coverage, (b) the refusal of any Talc Insurance Company to compromise and settle any Talc Personal Injury Claim under or pursuant to any Talc Insurance Policy, or Talc Insurance CIP Agreement, (c) the interpretation or enforcement of the terms of any Talc Insurance Policy or Talc Insurance CIP Agreement with respect to any Talc Personal Injury Claim, (d) any conduct by a Talc Insurance Company constituting "bad faith," conduct that could give rise to extra-contractual damages, or other wrongful conduct under applicable law, or (e) any other claims under, arising out of or relating to a Talc Insurance Policy, a Talc Insurance CIP Agreement, or Talc In-Place

Insurance Coverage, including, but not limited, to the lawsuit styled as *Columbia Casualty Company, et al. v. Cyprus Mines Corporation, et al.*, Case No. CGC-17-560919, Superior Court of the State of California, County of San Francisco, and the lawsuit styled as *Imerys Talc America, Inc. et al. v. Cyprus Amax Minerals Company et al.*, Adv. Pro. No. 19-50115 (LSS), U.S. Bankruptcy Court for the District of Delaware.

1.1.193 "**Talc Insurance Action Recoveries**" means (a) Cash derived from and paid pursuant to a Talc Insurance Settlement Agreement, (b) Cash derived from and paid pursuant to a Talc Insurance CIP Agreement entered into after February 13, 2019, attributable to any Talc Personal Injury Claim other than reimbursement for payments made on account of Talc Personal Injury Claims prior to February 13, 2019, (c) the right to receive proceeds of Talc In-Place Insurance Coverage (including any receivables), and (d) the right to receive the proceeds or benefits of any Talc Insurance Action.

1.1.194 "**Talc Insurance CIP Agreement**" means (a) any settlement agreement existing by and among any Talc Insurance Company and one or more of the Debtors, that amends, modifies, replaces, or governs the rights and obligations of, and the coverage afforded to, any or all of the Debtors under any Talc Insurance Policy, other than a Talc Insurance Settlement Agreement, or (b) any settlement agreement with a Talc Insurance Company relating to any Talc Personal Injury Claim entered into by the Debtors prior to the Petition Date.

1.1.195 "**Talc Insurance Company**" means any insurance company, insurance syndicate, coverholder, insurance broker or syndicate insurance broker, guaranty association, or any other Entity that may have liability under a Talc Insurance Policy.

1.1.196 "**Talc Insurance Policy**" means any insurance policy currently or previously in effect at any time on or before the Effective Date naming the Debtors (or any predecessor, subsidiary, or past or present Affiliate of the Debtors) as an insured (whether as the primary or additional insured, or by virtue of being a subsidiary to the named insured), or otherwise alleged to afford the Debtors insurance coverage, upon which any claim could have been, has been or may be made with respect to any Talc Personal Injury Claim, including, but not limited to, the policies included in the Plan Supplement, Schedule III, and Schedule VI. Notwithstanding the foregoing, Talc Insurance Policies shall not include any policy providing reinsurance to any Settling Talc Insurance Company.

1.1.197 "**Talc Insurance Settlement Agreement**" means (a) the Rio Tinto/Zurich Settlement Agreement and (b) any other settlement agreement entered into after the Petition Date by and among any Talc Insurance Company and one or more of the Debtors, and consented to by the Tort Claimants' Committee and the FCR, in which a Talc Insurance Policy and/or the Debtors' rights thereunder with respect to Talc Personal Injury Claims are released.

1.1.198 "**Talc Insurer Coverage Defense**" means all rights and defenses that any Talc Insurance Company may have under any Talc Insurance Policy and applicable law with respect to a claim seeking insurance coverage or to a Talc Insurance Action, but Talc Insurer Coverage Defenses do not include any defense that the Plan or any of the other

Plan Documents do not comply with the Bankruptcy Code. Upon entry of the Confirmation Order in the Chapter 11 Cases determining that the Bankruptcy Code authorizes the Assignment by preempting any terms or provisions of the Talc Insurance Policies that any Talc Insurance Company asserts or may assert otherwise prohibits the Assignment, a Talc Insurer Coverage Defense shall not include any defense that the Assignment is prohibited by the Talc Insurance Policies or applicable non-bankruptcy law.

1.1.199 "**Talc Personal Injury Claim**" means any Claim and any Talc Personal Injury Demand against one or more of the Debtors or any other Protected Party whether known or unknown, including with respect to any manner of alleged bodily injury, death, sickness, disease or alleged disease process, emotional distress, fear of cancer, medical monitoring, or any other alleged personal injuries (whether physical, emotional or otherwise), directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products based on the alleged pre-Effective Date acts or omissions of the Debtors or any other Entity for whose conduct the Debtors have or are alleged to have liability (but only to the extent such Claim or Talc Personal Injury Demand directly or indirectly arises out of or relates to the alleged pre-Effective Date acts or omissions of the Debtors), including, without limitation any claims directly or indirectly arising out of or relating to: (a) any products previously mined, processed, manufactured, sold (including, without limitation, any Sale pursuant to the Sale Order) and/or distributed by the Debtors or any other Entity for whose conduct the Debtors have or are alleged to have liability, but in all cases only to the extent of the Debtors' liability; (b) any materials present at any premises owned, leased, occupied or operated by any Entity for whose products, acts, omissions, business or operations the Debtors have, or are alleged to have, liability; or (c) any talc in any way connected to the Debtors alleged to contain asbestos or other constituent. Talc Personal Injury Claims include all such claims, whether: (1) in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation, or any other theory of law, equity or admiralty, whether brought, threatened or pursued in any United States court or court anywhere in the world; (2) seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative or any other costs, fees, injunctive or similar relief or any other measure of damages; (3) seeking any legal, equitable or other relief of any kind whatsoever, including, for the avoidance of doubt, any claims arising out of or relating to the presence of or exposure to talc or talc-containing products assertable against one or more Debtors or any other Protected Party; or (4) held by claimants residing within the United States or in a foreign jurisdiction. Talc Personal Injury Claims also include any such claims that have been resolved or are subject to resolution pursuant to any agreement, or any such claims that are based on a judgment or verdict. Talc Personal Injury Claims do not include any claim by any present or former employee of a predecessor or Affiliate of the Debtors for benefits under a policy of workers' compensation insurance or for benefits under any state or federal workers' compensation statute or other statute providing compensation to an employee from an employer. For the avoidance of doubt, the term Talc Personal Injury Claim includes, without limitation (i) all claims, debts, obligations, or liabilities for compensatory damages (such as, without limitation, loss of consortium, medical monitoring, personal or bodily injury, wrongful death, survivorship, proximate, consequential, general, and special damages) and punitive damages; and (ii) Indirect Talc Personal Injury Claims. Notwithstanding the foregoing, Talc Personal Injury Claims do not include any claim that

a Settling Talc Insurance Company may have against its reinsurers and/or retrocessionaires in their capacities as such, and nothing in the Plan, the Plan Documents, or the Confirmation Order shall impair or otherwise affect the ability of a Settling Talc Insurance Company to assert any such claim against its reinsurers and/or retrocessionaires in their capacities as such.

1.1.200 "**Talc Personal Injury Demand**" means a demand for payment, present or future, against one or more of the Debtors or any other Protected Party that (A) falls within the meaning of "demand" in section 524(g) of the Bankruptcy Code; (B) (i) manifests after the Effective Date, (ii) arises out of the same or similar conduct or events that gave rise to a Claim that is a Talc Personal Injury Claim, and (iii) is caused or allegedly caused by any constituent other than asbestos; and/or (C) (i) was not a claim prior to the Effective Date, (ii) arises out of the same or similar conduct or events that gave rise to a Claim that is a Talc Personal Injury Claim, and (iii) is to be resolved pursuant to the terms of the Talc Personal Injury Trust.

1.1.201 "**Talc Personal Injury Trust**" means the Ivory America Personal Injury Trust established pursuant to the Talc Personal Injury Trust Agreement, which is a "qualified settlement fund" within the meaning of Treasury Regulations issued under Section 468B of the Internal Revenue Code.

1.1.202 "**Talc Personal Injury Trust Agreement**" means that certain trust agreement, substantially in the form attached hereto as Exhibit B.

1.1.203 "**Talc Personal Injury Trust Assets**" means the following assets and any income, profits, and proceeds derived from such assets subsequent to the transfer of such assets to the Talc Personal Injury Trust: (a) the Imerys Settlement Funds; (b) the right to receive the Rio Tinto/Zurich Contribution pursuant to the Rio Tinto/Zurich Settlement; (c) all Cash held by the North American Debtors as of the Effective Date, not including the Cash used to fund the Reserves; (d) all non-Cash assets included in the Imerys Contribution, including the Contributed Indemnity and Insurance Interests; (e) the Talc Personal Injury Trust Causes of Action and any and all proceeds thereof; (f) the Talc Insurance Actions; (g) the Talc Insurance Action Recoveries; (h) the rights of the Debtors with respect to Talc Insurance Policies, Talc Insurance CIP Agreements, Talc Insurance Settlement Agreements, and Claims thereunder; (i) the Reorganized North American Debtor Stock; (j) all Cash remaining in the Reserves, if any, to be distributed to the Talc Personal Injury Trust in accordance with the Plan; (k) any and all other funds, proceeds, or other consideration otherwise contributed to the Talc Personal Injury Trust pursuant to the Plan and/or the Confirmation Order or other order of the Bankruptcy Court; (l) the rights of the Debtors with respect to the J&J Indemnification Obligations; and (m) the income or earnings realized or received in respect to items (a) to (l) above.

1.1.204 "**Talc Personal Injury Trust Causes of Action**" means, any Estate Cause of Action, not otherwise expressly released pursuant to the Plan, attributable to: (a) all defenses to any Talc Personal Injury Claim, including, but not limited to, all defenses under section 502 of the Bankruptcy Code, (b) with respect to any Talc Personal Injury Claim, all rights of setoff, recoupment, contribution, reimbursement, subrogation or

indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) and any other indirect claim of any kind whatsoever, whenever and wherever arising or asserted, (c) any other claims or rights with respect to Talc Personal Injury Claims that the Debtors would have had under applicable law if the Chapter 11 Cases had not occurred and the holder of such Talc Personal Injury Claim had asserted it by initiating civil litigation against any such Debtor, and (d) any claim, cause of action, or right of the Debtors or any one of them, under the laws of any jurisdiction, for reimbursement, indemnity, contribution, breach of contract, or otherwise arising from or relating to any payments made by the Debtors on account of Talc Personal Injury Claims prior to the Petition Date.

1.1.205 "**Talc Personal Injury Trust Documents**" means the Talc Personal Injury Trust Agreement, the Trust Distribution Procedures, the Cooperation Agreement, and all other agreements, instruments, and documents governing the establishment, administration, and operation of the Talc Personal Injury Trust, which shall be substantially in the form set forth as exhibits hereto or in the Plan Supplement, as they may be amended or modified from time to time in accordance with their terms and the Plan. The Plan Proponents shall have consent rights over the Cooperation Agreement. With respect to the Talc Personal Injury Trust Agreement and the Trust Distribution Procedures, (i) prior to the Effective Date, the Debtors and Imerys S.A. shall have consultation rights as to the form and substance of such documents and (ii) after the Effective Date, the Plan Proponents shall have consent rights over modifications to such documents to the extent such modifications will materially impact the scope and the terms of the releases and injunctions included in Article XII of the Plan.

1.1.206 "**Talc Personal Injury Trust Expenses**" means any liabilities, costs, or expenses of, or imposed upon, or in respect of, the Talc Personal Injury Trust once established (except for payments to holders of Talc Personal Injury Claims on account of such Claims). Talc Personal Injury Trust Expenses shall also expressly include (a) any and all liabilities, costs, and expenses incurred subsequent to the Effective Date in connection with the Talc Personal Injury Trust Assets (including, without limitation, the prosecution of any Talc Personal Injury Trust Causes of Action and Talc Insurance Actions), in each case whether or not any such action results in a recovery for the Talc Personal Injury Trust and (b) the reasonable documented costs and expenses incurred by the Reorganized Debtors in taking any action on behalf of or at the direction of the Talc Personal Injury Trust, if any, including, without limitation, any costs and expenses incurred by the Reorganized Debtors in being named as a defendant in any Talc Insurance Action.

1.1.207 "**Talc PI Note**" means that certain note to be issued by Imerys S.A. and guaranteed by ITI in favor of the Talc Personal Injury Trust in the amount of $500,000.00.

1.1.208 "**Talc PI Pledge Agreement**" means the Pledge Agreement to be issued by Mircal Italia pursuant to which the Talc Personal Injury Trust will be granted an Encumbrance entitling the Talc Personal Injury Trust to fifty-one percent (51%) of the common stock of ITI in the event of default under the Talc PI Note.

1.1.209 "**Talc Trust Advisory Committee**" means the committee appointed and serving in accordance with Section 4.4 of the Plan, and having the powers, duties and obligations set forth in the Talc Personal Injury Trust Agreement.

1.1.210 "**Talc Trust Advisory Committee Member**" means any member of the Talc Trust Advisory Committee.

1.1.211 "**Talc Trust Contribution**" is defined in accordance with Section 10.8.2.3 of the Plan.

1.1.212 "**Talc Trustee**" means an individual appointed by the Bankruptcy Court to serve as a trustee of the Talc Personal Injury Trust pursuant to the terms of the Plan and the Talc Personal Injury Trust Agreement or who subsequently may be appointed pursuant to the terms of the Talc Personal Injury Trust Agreement.

1.1.213 "**Tort Claimants' Committee**" means the official committee of tort claimants in the Debtors' Chapter 11 Cases appointed by the United States Trustee, as such committee is reconstituted from time to time.

1.1.214 "**Trust Distribution Procedures**" means the Talc Personal Injury Trust Distribution Procedures, substantially in the form attached hereto as Exhibit A.

1.1.215 "**Unexpired Lease**" means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.1.216 "**Unimpaired**" means a Claim or Equity Interest, or a Class of Claims or Equity Interests, that is not Impaired under the Plan.

1.1.217 "**United States Trustee**" means the United States Trustee appointed under section 581 of title 28 of the United States Code to serve in the District of Delaware.

1.1.218 "**Unsecured Claim**" means a Claim against one or more of the Debtors that is not an Administrative Claim, a Priority Non-Tax Claim, a Priority Tax Claim, a Secured Claim, a Talc Personal Injury Claim, or an Intercompany Claim.

1.1.219 "**Unsecured Claim Contribution**" is defined in accordance with Section 10.8.2.2 of the Plan.

1.1.220 "**Voting Procedures**" means those certain procedures and supplemental procedures approved by the Bankruptcy Court for soliciting and tabulating the votes to accept or reject the Plan cast by holders of Claims against and Equity Interests in the Debtors entitled to vote on the Plan.

1.1.221 "**Voting Procedures Order**" means, the order entered by the Bankruptcy Court, which, among other things, (i) fixes Talc Personal Injury Claims in the amounts designated in the Trust Distribution Procedures, solely for voting purposes and not for allowance or distribution purposes, and (ii) approves the Voting Procedures.

1.1.222 **"Zurich"** means Zurich American Insurance Company, in its own capacity and as successor-in-interest to Zurich Insurance Company, U.S. Branch.

1.1.223 "**Zurich Cash Contribution**" means $260 million, which Zurich will contribute, or cause to be contributed, to the Talc Personal Injury Trust.

1.1.224 "**Zurich Corporate Parties**" means Zurich and all Persons listed on Schedule V hereto, and the future successors and assigns of such Persons, solely in their capacity as such. Schedule V is an exclusive list and does not include, among others, the Debtors, the Imerys Protected Parties, Cyprus, and J&J.

1.1.225 "**Zurich Policies**" means any and all Talc Insurance Policies issued by the Zurich Corporate Parties, including the Talc Insurance Policies listed on Schedule VI. For the avoidance of doubt, the Zurich Policies shall not include any policy to the extent such policy provides reinsurance to any Rio Tinto Captive Insurer.

1.1.226 "**Zurich Protected Parties**" means (a) the Zurich Corporate Parties; (b) direct or indirect shareholders of Zurich; (c) current and former officers, directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, insurers, consultants, representatives, experts, and other professionals of the Zurich Corporate Parties; and (d) with respect to each of the foregoing Persons in clauses (b) and (c), each such Persons' respective heirs, executors, estates, and nominees, as applicable and, as to each Person listed in clauses (a), (b), (c), and (d), solely in their capacity as such. For the avoidance of doubt, the Zurich Protected Parties exclude the Debtors, the Imerys Protected Parties, Cyprus, and J&J.

1.2 Interpretation; Application of Definitions; Rules of Construction; and Computation of Time. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Wherever from the context it appears appropriate, each term stated in either the singular or the plural will include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender will include the masculine, feminine, and neuter. Unless otherwise specified, all Article, Section, Schedule, or Exhibit references in the Plan are to the respective article or section of, or schedule or exhibit to, the Plan. The words "herein," "hereof," "hereto," "hereunder," and other words of similar meaning refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. The rules of construction contained in section 102 of the Bankruptcy Code will apply to the construction of the Plan. Unless otherwise stated herein, all references to dollars mean United States dollars. In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) will apply. The words "including" or "includes" shall be without limitation.

1.3 Exhibits. All exhibits and schedules to the Plan, to the extent not annexed hereto and any agreements referred to herein and therein will be available for review following their filing with the Bankruptcy Court on (a) the Court's website: www.deb.uscourts.gov, and (b) the website maintained by the Debtors' Claims Agent at https://primeclerk.com/imerystalc.

1.4 Ancillary Documents. Each of the schedules and exhibits to the Plan (whether annexed hereto or included in the Plan Supplement), the Disclosure Statement and supplements thereto, and the schedules and exhibits to the Disclosure Statement and the supplements thereto are an integral part of the Plan, and are hereby incorporated by reference and made a part of the Plan, including, without limitation, the Talc Personal Injury Trust Agreement, the Trust Distribution Procedures, the Cooperation Agreement, the Amended Charter Documents, and the other Plan Documents.

ARTICLE II
TREATMENT OF ADMINISTRATIVE CLAIMS, FEE CLAIMS, DIP FACILITY CLAIMS, AND PRIORITY TAX CLAIMS

2.1 Administrative Claims.

2.1.1 Allowed Administrative Claims. Holders of Allowed Administrative Claims (other than Fee Claims, which are governed by Section 2.3 of the Plan) shall receive Cash equal to the unpaid portion of such Allowed Administrative Claims on the Distribution Date, in full satisfaction, settlement, release, and discharge of and in exchange for such Claims, or such amounts and on such other terms as may be agreed to by the holders of such Claims and the Debtors or the Reorganized Debtors, as the case may be; *provided*, *however*, that Allowed Administrative Claims representing liabilities incurred on or after the Petition Date in the ordinary course of business by any of the Debtors shall be paid by the Debtors or the Reorganized Debtors, as the case may be, in accordance with the terms and conditions of the particular transactions relating to such liabilities and any agreements relating thereto. All Allowed Administrative Claims (other than Fee Claims) shall be paid from funds held in the Administrative Claim Reserve, which shall be funded from Cash on hand, and/or the Imerys Cash Contribution (excluding the Unsecured Claim Contribution). The Reorganized Debtors will be entitled to transfer excess funds from the Fee Claim Reserve (after all Allowed Fee Claims have been satisfied in full) and the Reorganized North American Debtor Cash Reserve (excluding all funds attributable to the Unsecured Claim Contribution) to the Administrative Claim Reserve as they deem necessary or appropriate, on notice to the FCR and the Tort Claimants' Committee, to enable them to satisfy their obligations herein.

2.1.2 Administrative Claims Bar Date. Except as otherwise provided in this Article II, requests for payment of Administrative Claims (other than Fee Claims and Claims against the North American Debtors arising under section 503(b)(9) of the Bankruptcy Code), must be filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than sixty (60) days after the Effective Date. Holders of Administrative Claims that are required to, but do not, file and serve a request for payment of such Administrative Claims by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against, as applicable, the Debtors or the Reorganized Debtors, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be filed and served on the Reorganized Debtors and the requesting party, as applicable, no later than ninety (90) days after the Effective Date, unless otherwise

authorized by the Bankruptcy Rules or Bankruptcy Court. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be filed with respect to an Administrative Claim previously Allowed by Final Order, including all Administrative Claims expressly Allowed under the Plan. For the avoidance of doubt and in accordance with, and furtherance of, the terms of the ITC Stipulated Order, any ITC Stipulated Claim shall be (i) automatically disallowed upon entry of the Confirmation Order and (ii) deemed discharged upon the Effective Date, without any further action required.

2.1.3 Disputed Administrative Claims. If a Disputed Administrative Claim is thereafter Allowed in whole or in part, the Disbursing Agent shall (at such time as determined to be practicable by the Reorganized Debtors) distribute from the Administrative Claim Reserve, to the holder of such Administrative Claim, the Cash that such holder would have received on account of such Claim if such Administrative Claim had been an Allowed Administrative Claim on the Effective Date. When (i) all Disputed Administrative Claims against the Reorganized Debtors have been resolved and (ii) Distributions required to be made by the Reorganized Debtors pursuant to this Section 2.1 and Section 2.3 have been made, all Cash remaining in the Administrative Claim Reserve shall be disbursed to the Talc Personal Injury Trust.

2.2 Allowed Priority Tax Claims. On the Distribution Date, holders of Allowed Priority Tax Claims shall receive Cash equal to the amount of such Allowed Priority Tax Claims, in full satisfaction, settlement, release, and discharge of and in exchange for such Claims unless the holder of such claim agrees to an alternative treatment.

2.3 Fee Claims.

2.3.1 All final fee requests for compensation or reimbursement of Fee Claims pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code for services rendered to the Debtors, the Tort Claimants' Committee, or the FCR, all Fee Claims of members of the Tort Claimants' Committee for reimbursement of expenses, and all requests or Claims under section 503(b)(4) of the Bankruptcy Code, must be filed and served on the Reorganized Debtors and other parties required to be served by the Compensation Procedures Order by no later than forty-five (45) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Any objections to a final Fee Claim or any requests or claims under section 503(b)(4) of the Bankruptcy Code must be filed by no later than twenty (20) days after the filing of such Claim. The terms of the Compensation Procedures Order shall govern the allowance and payment of any final Fee Claims submitted in accordance with this Section 2.3 of the Plan. The Fee Examiner appointed under the Fee Examiner Order shall continue to act in this appointed capacity unless and until all final Fee Claims have been approved by order of the Bankruptcy Court, and the Reorganized Debtors shall be responsible to pay the fees and expenses incurred by the Fee Examiner in rendering services after the Effective Date.

2.3.2 The amount of the Fee Claims owing to the Professionals on and after the Effective Date shall be paid in Cash to such Professionals from funds held in the Fee Claim Reserve, which shall be funded from Cash on hand and/or the Imerys Cash Contribution (excluding the Unsecured Claim Contribution), as soon as reasonably practicable after such

Claims are Allowed by a Bankruptcy Court order. The Reorganized Debtors will be entitled to transfer excess funds from the Administrative Claim Reserve (after all Allowed Administrative Claims have been satisfied in full) and the Reorganized North American Debtor Cash Reserve (excluding all funds attributable to the Unsecured Claim Contribution) to the Fee Claim Reserve as they deem necessary or appropriate, on notice to the FCR and the Tort Claimants' Committee, to enable them to satisfy their obligations herein. When all Allowed Fee Claims and Allowed Administrative Claims have been paid in full, amounts remaining in the Fee Claim Reserve, if any, shall revert to the Talc Personal Injury Trust.

2.4 DIP Facility Claims. On the Effective Date, in full satisfaction, settlement, discharge, and release of, and in exchange for the DIP Facility Claims, all amounts payable by the Debtors under the DIP Facility shall be satisfied in full consistent with the DIP Loan Documents and the DIP Order.

ARTICLE III
TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

3.1 Grouping of the Debtors for Convenience. The Plan groups the Debtors together solely for the purposes of describing treatment under the Plan, Confirmation of the Plan, and making Distributions. Unless set forth in the Plan, this grouping shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets. The Plan is not premised upon and shall not cause the substantive consolidation of the Debtors, and, except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

3.2 Claims and Equity Interests Classified. For purposes of organization, voting, and all Plan confirmation matters, and except as otherwise provided herein, all Claims (other than Administrative Claims, Fee Claims, DIP Facility Claims, and Priority Tax Claims) against and Equity Interests in the Debtors are classified as set forth in this Article III of the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, Fee Claims, and DIP Facility Claims described in Article II of the Plan, have not been classified and are excluded from the following Classes. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest falls within the description of such Class, and is classified in another Class or Classes to the extent that any remainder of the Claim or Equity Interest falls within the description of such other Class or Classes. Notwithstanding anything to the contrary contained in the Plan, no Distribution shall be made on account of any Claim that is not an Allowed Claim for distribution purposes.

3.3 Treatment and Classification of Claims and Equity Interests. For purposes of all Plan confirmation matters, including, without limitation, voting on, Confirmation of, and Distributions under, the Plan, and except as otherwise provided herein, all Claims against (other than Administrative Claims, Fee Claims, DIP Facility Claims, and Priority Tax Claims, which are not classified) and Equity Interests in the Debtors shall be classified and treated in the manner set forth below.

Class	Designation	Treatment	Entitlement to Vote	Estimated Recovery
1	Priority Non-Tax Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
2	Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
3a	Unsecured Claims against the North American Debtors	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
3b	Unsecured Claims against ITI	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
4	Talc Personal Injury Claims	Impaired	Entitled to Vote	Unknown
5a	Non-Debtor Intercompany Claims	Impaired	Not Entitled to Vote (Presumed to Accept)	0%
5b	Debtor Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
6	Equity Interests in the North American Debtors	Impaired	Not Entitled to Vote (Presumed to Accept)	Cancelled
7	Equity Interests in ITI	Unimpaired	Not Entitled to Vote (Presumed to Accept)	Reinstated

3.3.1 **Class 1 – Priority Non-Tax Claims**

(a) Classification: Class 1 consists of all Priority Non-Tax Claims against the Debtors.

(b) Treatment: On the Distribution Date, each holder of an Allowed Class 1 Priority Non-Tax Claim shall receive Cash equal to the Allowed Amount of such Priority Non-Tax Claim.

(c) Voting: Class 1 is Unimpaired and each holder of an Allowed Claim in Class 1 is presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Claim in Class 1 is not entitled to vote to accept or reject the Plan.

3.3.2 **Class 2 – Secured Claims**

(a) Classification: Class 2 consists of all Secured Claims against the Debtors.

(b) Treatment: All Allowed Secured Claims in Class 2 will be treated pursuant to one of the following alternatives on the Distribution Date: (i) payment in full in Cash in accordance with section 506(a) of the Bankruptcy Code; (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code; (iii) such other treatment as the Debtor and the holder shall agree; or (iv) such other treatment as may be necessary to render such Claim Unimpaired.

(c) Voting: Class 2 is Unimpaired and each holder of an Allowed Claim in Class 2 is presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Claim in Class 2 is not entitled to vote to accept or reject the Plan.

3.3.3 **Class 3a – Unsecured Claims against the North American Debtors**

(a) Classification: Class 3a consists of all Unsecured Claims against the North American Debtors.

(b) Treatment: Each holder of an Allowed Unsecured Claim against the North American Debtors shall be paid the Allowed Amount of its Unsecured Claim on the Distribution Date. Such payment shall be (i) in full, in Cash, plus post-petition interest at the federal judgment rate in effect on the Petition Date, or (ii) upon such other less favorable terms as may be mutually agreed upon between the holder of such Unsecured Claim and the applicable North American Debtor or Reorganized North American Debtor.

(c) Voting: Class 3a is Unimpaired and each holder of an Allowed Claim in Class 3a is presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Claim in Class 3a is not entitled to vote to accept or reject the Plan.

3.3.4 **Class 3b – Unsecured Claims against ITI**

(a) Classification: Class 3b consists of all Unsecured Claims against ITI.

(b) Treatment: The legal, equitable, and contractual rights of the holders of Unsecured Claims against ITI are unaltered by the Plan. Except to the extent that a holder of an Unsecured Claim against ITI agrees to a different treatment, on and after the Effective Date, Reorganized ITI will continue to pay or dispute each Unsecured Claim in the ordinary course of business in accordance with applicable law.

(c) Voting: Class 3b is Unimpaired and each holder of an Allowed Claim in Class 3b is presumed to accept the Plan pursuant to section 1126(f) of the

Bankruptcy Code. Each holder of an Allowed Claim in Class 3b is not entitled to vote to accept or reject the Plan.

3.3.5 **Class 4 – Talc Personal Injury Claims**

(a) Classification: Class 4 consists of all Talc Personal Injury Claims. For the avoidance of doubt, Class 4 consists of Direct Talc Personal Injury Claims and Indirect Talc Personal Injury Claims.

(b) Treatment: On the Effective Date, liability for all Talc Personal Injury Claims shall be channeled to and assumed by the Talc Personal Injury Trust without further act or deed and shall be resolved in accordance with the Trust Distribution Procedures. Pursuant to the Plan and Trust Distribution Procedures, each holder of a Talc Personal Injury Claim shall have its Claim permanently channeled to the Talc Personal Injury Trust, and such Claim shall thereafter be resolved in accordance with the Trust Distribution Procedures. On the Effective Date, all Talc Personal Injury Claims that were filed in the Chapter 11 Cases shall be expunged from the Claims Register as provided in Section 11.9.

(c) Voting: Class 4 is Impaired and each holder of an Allowed Claim in Class 4 is entitled to vote to accept or reject the Plan.

3.3.6 **Class 5a – Non-Debtor Intercompany Claims**

(a) Classification: Class 5a consists of all Non-Debtor Intercompany Claims.

(b) Treatment: On or after the Effective Date, all Non-Debtor Intercompany Claims shall be canceled, discharged, or eliminated.

(c) Voting: Class 5a is Impaired. Each holder of an Allowed Claim in Class 5a has consented to its treatment under the Plan as a Plan Proponent and is therefore presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Claim in Class 5a is not entitled to accept or reject the Plan.

3.3.7 **Class 5b – Debtor Intercompany Claims**

(a) Classification: Class 5b consists of all Debtor Intercompany Claims.

(b) Treatment: At the election of the applicable Debtor, each Debtor Intercompany Claim shall (i) be reinstated, (ii) remain in place, and/or (iii) with respect to certain Debtor Intercompany Claims in respect of goods, services, interest, and other amounts that would have been satisfied in Cash directly or indirectly in the ordinary course of business had they not been outstanding as of the Petition Date, be settled in Cash.

(c) Voting: Class 5b is Unimpaired and each holder of an Allowed Claim in Class 5b is conclusively deemed to have accepted the Plan pursuant to

section 1126(f) of the Bankruptcy Code. Each holder of a Claim in Class 5b is not entitled to accept or reject the Plan.

3.3.8 **Class 6 – Equity Interests in the North American Debtors**

(a) Classification: Class 6 consists of all Equity Interests in the North American Debtors.

(b) Treatment: On the Effective Date, all Equity Interests in the North American Debtors shall be canceled, annulled, and extinguished.

(c) Voting: Class 6 is Impaired. Each holder of an Allowed Class 6 Equity Interest has consented to its treatment under the Plan as a Plan Proponent and is therefore presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Equity Interest in Class 6 is not entitled to vote to accept or reject the Plan.

3.3.9 **Class 7 – Equity Interests in ITI**

(a) Classification: Class 7 consists of all Equity Interests in ITI.

(b) Treatment: On the Effective Date, all Equity Interests in ITI shall be reinstated and the legal, equitable, and contractual rights to which holders of Equity Interests in ITI are entitled shall remain unaltered to the extent necessary to implement the Plan.

(c) Voting: Class 7 is Unimpaired and each holder of an Allowed Class 7 Equity Interest is presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Equity Interest in Class 7 is not entitled to vote to accept or reject the Plan.

3.4 Debtors' Rights with Respect to Unimpaired Claims. Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors or the Reorganized Debtors with respect to any Unimpaired Claims, including all rights with respect to legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

ARTICLE IV
THE TALC PERSONAL INJURY TRUST

4.1 Establishment of the Talc Personal Injury Trust. On the Effective Date, the Talc Personal Injury Trust shall be created in accordance with the Plan Documents. The Talc Personal Injury Trust shall be a "qualified settlement fund" within the meaning of the Treasury Regulations issued under Section 468B of the Tax Code.

4.2 Purpose and Trust Distribution Procedures.

4.2.1 The purposes of the Talc Personal Injury Trust shall be to assume all Talc Personal Injury Claims and to use the Talc Personal Injury Trust Assets and, among other

things: (a) to preserve, hold, manage, and maximize the assets of the Talc Personal Injury Trust; and (b) to direct the processing, liquidation, and payment of all compensable Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Documents. The Talc Personal Injury Trust will resolve Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Documents in such a way that holders of Talc Personal Injury Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such claims, and otherwise comply in all respects with the requirements of section 524(g)(2)(B)(i) of the Bankruptcy Code.

4.2.2 In the event of a conflict between the terms or provisions of the Plan and the Talc Personal Injury Trust Documents, the terms of the Plan shall control.

4.3 Selection of the Initial Talc Trustees. There shall be [___] initial Talc Trustees. The initial Talc Trustees of the Talc Personal Injury Trust shall be the persons identified in the Plan Supplement. All successor Talc Trustees shall be appointed in accordance with the terms of the Talc Personal Injury Trust Agreement. For purposes of performing their duties and fulfilling their obligations under the Talc Personal Injury Trust Agreement and the Plan, each Talc Trustee shall be deemed to be (and the Confirmation Order shall provide that it is) a "party in interest" within the meaning of section 1109(b) of the Bankruptcy Code. The Tort Claimants' Committee and the FCR shall jointly select the initial Talc Trustees.

4.4 Advising the Talc Personal Injury Trust.

4.4.1 The Talc Trust Advisory Committee. The Talc Trust Advisory Committee shall be established pursuant to the Talc Personal Injury Trust Agreement. The initial Talc Trust Advisory Committee shall have [___] members and shall have the functions, duties, and rights provided in the Talc Personal Injury Trust Agreement. Each member of the Talc Trust Advisory Committee shall serve in accordance with the terms and conditions contained in the Talc Personal Injury Trust Agreement. The Tort Claimants' Committee alone shall select the [___] initial members of the Talc Trust Advisory Committee, who will be identified in the Plan Supplement.

4.4.2 Successor Talc Trust Advisory Committee Members. Successor Talc Trust Advisory Committee Members shall be appointed pursuant to the terms of the Talc Personal Injury Trust Agreement.

4.4.3 FCR. From and after the Effective Date, the FCR shall continue to serve in that capacity as an advisor to the Talc Personal Injury Trust and shall have the functions, duties and rights provided in the Talc Personal Injury Trust Agreement. Any expenses incurred by the FCR in this capacity shall constitute Talc Personal Injury Trust Expenses.

4.5 Transfer of Claims and Demands to the Talc Personal Injury Trust.

4.5.1 On the Effective Date, the Talc Personal Injury Trust shall assume the liabilities, obligations, and responsibilities of the Debtors for all Talc Personal Injury Claims, financial or otherwise, including, but not limited to, Indirect Talc Personal Injury Claims without further action of any Entity. This assumption shall not affect (i) the application of the Discharge Injunction and the Channeling Injunction to the Debtors; (ii)

any Talc Insurance Company's obligation under any Talc Insurance Policy; or (iii) the J&J Indemnification Obligations.

4.5.2 Except as otherwise expressly provided in the Plan, the Talc Personal Injury Trust Agreement, or the Trust Distribution Procedures, the Talc Personal Injury Trust shall have control over the Talc Personal Injury Trust Causes of Action and the Talc Insurance Actions, and the Talc Personal Injury Trust shall thereby become the estate representative pursuant to section 1123(b)(3)(B) of the Bankruptcy Code with the exclusive right to enforce each of the Talc Personal Injury Trust Causes of Action and Talc Insurance Actions, and the proceeds of the recoveries on any of the Talc Personal Injury Trust Causes of Action or the Talc Insurance Actions shall be deposited in and become the property of the Talc Personal Injury Trust and the Talc Personal Injury Trust shall have the right to enforce the Plan and any of the other Plan Documents (including, but not limited to, the Cooperation Agreement) according to their respective terms, including the right to receive the Talc Personal Injury Trust Assets as provided in the Plan; *provided*, *however*, (a) the Talc Personal Injury Trust shall have no other rights against the Reorganized Debtors or the Protected Parties except to enforce the Plan and any of the other Plan Documents; (b) the Talc Personal Injury Trust Causes of Action and the Talc Insurance Actions shall not include any of the Talc Insurer Coverage Defenses; (c) the Talc Personal Injury Trust Causes of Action and the Talc Insurance Actions shall not include any claims fully and finally released, compromised, or settled pursuant to the Plan; and (d) for the avoidance of doubt, the Talc Personal Injury Trust Causes of Action and the Talc Insurance Actions do not include any rights of the Debtors, the Reorganized Debtors, or the other Protected Parties arising under the Channeling Injunction or any of the other injunctions, releases, or the discharge granted under the Plan and the Confirmation Order.

4.6 Transfer of Talc Personal Injury Trust Assets to the Talc Personal Injury Trust.

4.6.1 Transfers on the Effective Date. On the Effective Date, subject to Section 4.6.2, all right, title, and interest in and to the Talc Personal Injury Trust Assets (including the Sale Proceeds) and any proceeds thereof shall be automatically, and without further act or deed, transferred to, vested in, and assumed by the Talc Personal Injury Trust free and clear of all Claims, Equity Interests, Encumbrances, and other interests of any Entity, subject to the Channeling Injunction and other provisions of the Plan. On the Effective Date, (i) Imerys S.A. and ITI shall issue and deliver the Talc PI Note to the Talc Personal Injury Trust and (ii) Mircal Italia shall execute the Talc PI Pledge Agreement, such that the Talc Personal Injury Trust shall be the sole holder of the Talc PI Note.

4.6.2 Transfers After the Effective Date. To the extent any of the Talc Personal Injury Trust Assets are not transferred to the Talc Personal Injury Trust by operation of law on the Effective Date pursuant to the Plan, then when such assets accrue or become transferable subsequent to the Effective Date, they shall automatically and immediately transfer to the Talc Personal Injury Trust. To the extent that action of the Reorganized Debtors is required to effectuate such transfer, the Reorganized Debtors shall promptly transfer, assign, and contribute, such remaining Talc Personal Injury Trust Assets to the Talc Personal Injury Trust. In the event the Reorganized Debtors breach any obligation

contained in this section, the Talc Personal Injury Trust will have no adequate remedy at law and shall be entitled to preliminary and permanent declaratory and injunctive relief.

4.7 Talc Personal Injury Trust Expenses. The Talc Personal Injury Trust shall pay all Talc Personal Injury Trust Expenses from the Talc Personal Injury Trust Assets, including proceeds of applicable Talc Insurance Policies. The Talc Personal Injury Trust shall bear sole responsibility with respect to the payment of the Talc Personal Injury Trust Expenses. Additionally, the Talc Personal Injury Trust shall promptly pay all reasonable and documented Talc Personal Injury Trust Expenses incurred by the Reorganized Debtors for any and all liabilities, costs or expenses as a result of taking action on behalf of or at the direction of the Talc Personal Injury Trust.

4.8 Excess Talc Personal Injury Trust Assets. To the extent there are any Talc Personal Injury Trust Assets remaining at such time as the Talc Personal Injury Trust is dissolved, such excess Talc Personal Injury Trust Assets shall be transferred to a charity or charities for such charitable purposes as the Talc Trustees, in their reasonable discretion, shall determine.

4.9 Dissolution of the Talc Personal Injury Trust. The Talc Personal Injury Trust shall be dissolved upon satisfaction of the purposes of the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents. Upon dissolution of the Talc Personal Injury Trust: (a) the Talc Trustees and the Talc Trust Advisory Committee Members shall be released and discharged from all further authority, duties, responsibilities, and obligations relating to and arising from and in connection with the Chapter 11 Cases, and (b) the Talc Trust Advisory Committee shall be dissolved.

4.10 Funds and Investment Guidelines. All monies held in the Talc Personal Injury Trust shall be invested, subject to the investment limitations and provisions enumerated in the Talc Personal Injury Trust Agreement.

4.11 Cooperation Agreement. The Debtors, the Imerys Non-Debtors, and the Talc Personal Injury Trust shall enter into the Cooperation Agreement on the Effective Date in substantially the form contained in the Plan Supplement that provides for the transfer and assignment of certain documents of the Debtors to the Talc Personal Injury Trust. The parties to the Cooperation Agreement shall be bound by the terms thereof.

4.12 Talc Personal Injury Trust Indemnification of the Protected Parties. From and after the Effective Date, the Talc Personal Injury Trust shall indemnify, to the fullest extent permitted by applicable law, each of the Debtors, the Reorganized Debtors, and the other Protected Parties for reasonable documented out-of-pocket expenses (including, without limitation, attorney's fees and expenses) that occur after the Effective Date attributable to the defense of any Talc Personal Injury Claim asserted against the Debtors, Reorganized Debtors, or the other Protected Parties; *provided, however*, that the limit of the indemnification with respect to each of the Imerys Protected Parties, the Rio Tinto Protected Parties, and any Settling Insurance Company will be the amount contributed by such party to the Talc Personal Injury Trust in Cash and further provided that the Talc Personal Injury Trust shall not indemnify any party for any alleged Foreign Claim.

4.13 Post-Effective Date Liabilities. Notwithstanding anything to the contrary in the Plan Documents or the Confirmation Order, neither any claim against nor the liability of any Entity arising out of or relating to the alleged post-Effective Date acts or omissions of such Entity (each, a "**Post-Effective Date Liability**") shall be a Talc Personal Injury Claim. No Post-Effective Date Liabilities are affected by the filing of the Chapter 11 Cases, confirmation or effectiveness of the Plan, or any of the transactions effectuated in connection therewith. To the extent an individual has both a Talc Personal Injury Claim and a claim based on any Post-Effective Date Liability, that individual may seek recovery from the Talc Personal Injury Trust in accordance with the Talc Personal Injury Trust Documents and will retain any and all rights under applicable law with respect to such Post-Effective Date Liabilities.

ARTICLE V
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.1 General Treatment.

5.1.1 Subject to Section 5.7 hereof, except as otherwise provided herein, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, all Executory Contracts or Unexpired Leases of the North American Debtors, shall be deemed rejected as of the Effective Date, unless such Executory Contract or Unexpired Lease (i) was assumed or rejected previously by the North American Debtor counterparty thereto, (ii) previously expired or terminated pursuant to its own terms, (iii) is the subject of a motion to assume filed on or before the Effective Date, (iv) is identified as an Executory Contract or Unexpired Lease to be assumed by the North American Debtors pursuant to the Sale Order; or (v) is identified as an Executory Contract or Unexpired Lease to be assumed by the North American Debtors in the Plan Supplement.

5.1.2 Notwithstanding the foregoing, in the event that ITI becomes a Debtor before the Effective Date, all Executory Contracts and Unexpired Leases of ITI will be assumed by ITI, except for those Executory Contracts and Unexpired Leases that (i) have been rejected by ITI by order of the Bankruptcy Court, (ii) are the subject of a motion to reject filed by ITI that is pending as of the Effective Date, (iii) are identified as Executory Contracts and Unexpired Leases to be rejected by ITI in the Plan Supplement, or (iv) are rejected or terminated by ITI pursuant to the terms of the Plan. All Executory Contracts or Unexpired Leases to be assumed by ITI will be identified in the Plan Supplement.

5.1.3 Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumption or rejection of Executory Contracts and Unexpired Leases, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated herein or as provided for in the Sale Order, all assumptions or rejections of Executory Contracts and Unexpired Leases are effective as of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party on or before the Effective Date shall (i) in the case of an Executory Contract or Unexpired Lease that is a Talc Personal Injury Trust Asset, be assigned to the Talc Personal Injury Trust on the date such trust is established or as soon as reasonably practicable thereafter, and shall vest in, and be fully enforceable by

the Talc Personal Injury Trust in accordance with its terms, except as such terms may have been modified by such order, or (ii) revest in and be fully enforceable by the Reorganized Debtors, as applicable, in accordance with its terms, except as such terms may have been modified by such order.

5.1.4 Notwithstanding anything to the contrary in the Plan, but subject to the limitations provided in Section 5.3 of the Plan, (i) the North American Debtors reserve the right to alter, amend, modify, or supplement the list of Executory Contracts and Unexpired Leases to be assumed by the North American Debtors identified in the Plan Supplement at any time before the date that is sixteen (16) days prior to the Confirmation Hearing, and (ii) ITI reserves the right to alter, amend, modify, or supplement the list of Executory Contracts and Unexpired Leases to be rejected by ITI identified in the Plan Supplement and the list of Executory Contracts and Unexpired Leases to be assumed by ITI identified in the Plan Supplement at any time before the date that is sixteen (16) days prior to the Confirmation Hearing, in each case, in order to take into account Executory Contracts and Unexpired Leases to be assumed or rejected in advance of the Confirmation Hearing. After the Effective Date, the Reorganized Debtors, or any assignee, as applicable, shall have the right to terminate, amend, or modify any intercompany contracts, leases or other agreements to which they are a party without approval of the Bankruptcy Court.

5.2 Claims Based on Rejection of Executory Contracts or Unexpired Leases.

5.2.1 If the rejection or deemed rejection of an Executory Contract or Unexpired Lease by any Debtor (for the avoidance of doubt, including ITI) results in damages to the other party or parties to such Executory Contract or Unexpired Lease, a Claim for such damages shall be forever barred and shall not be enforceable against any of the Debtors, the Reorganized Debtors, any assignee, or their properties, whether by way of setoff, recoupment, or otherwise unless a Proof of Claim is filed with the Claims Agent and served upon counsel for the Debtors by the *earlier* of (i) thirty (30) days after service of notice of the Effective Date, and (ii) thirty (30) days after service of notice of entry of a Final Order rejecting such Executory Contract or Unexpired Lease pursuant to a motion filed by any Debtor, which notice, in each case, will set forth such deadline.

5.2.2 Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time period provided in Section 5.2.1 will be automatically disallowed, forever barred from assertion and shall not be enforceable, without the need for any objection, or further notice to, or action, order or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of an Executory Contract or Unexpired Lease shall be classified as a Class 3a or Class 3b Unsecured Claim against the applicable North American Debtor or ITI, and shall be treated in accordance with Article III of the Plan.

5.3 Cure of Defaults for Executory Contracts and Unexpired Leases.

5.3.1 Notwithstanding anything to the contrary contained herein, any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by

payment of the default amount in Cash on the Distribution Date (i) from the Administrative Claim Reserve (if assumed by one of the North American Debtors pursuant to the Plan and Plan Supplement, but for the avoidance of doubt, not if assumed by the North American Debtors pursuant to the Sale Order), or (ii) by Reorganized ITI (if assumed by ITI), subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments necessary to cure such a default, (2) the ability of the Debtors or any assignee to provide any "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption.

5.3.2 On July 28, 2020 and August 28, 2020, in connection with the Bid Procedures Order, the North American Debtors served on applicable contract counterparties a notice of the potential assumption and assignment of such party's Executory Contract or Unexpired Lease to a potential buyer of the Debtors' assets, the proposed Cure Amount associated with such potential assumption and assignment, and the deadline to object to the proposed Cure Amount or to the assumption and assignment of the Executory Contract or Unexpired Lease (each, and any such supplemental notice, a "**Sale Cure Notice**"). Applicable counterparties had until that date that was fourteen (14) days after service of the Sale Cure Notice identifying such counterparty to object to the proposed Cure Amount. Any counterparty to an Executory Contract or Unexpired Lease that failed to timely object to any Cure Amount in the applicable Sale Cure Notice is deemed to have consented to such Cure Amount. Pursuant to the Bid Procedures Order, the foregoing deadlines and requirements apply to any counterparty that is identified in any supplemental Sale Cure Notice.

5.3.3 On or prior to November 20, 2020, the North American Debtors shall distribute, or cause to be distributed, (i) notices of proposed assumption to the applicable counterparty or counterparties to each Executory Contract or Unexpired Lease that may be assumed by a North American Debtor, which notices shall include procedures for objecting to the proposed assumption of such Executory Contract or Unexpired Lease and the anticipated procedure for resolution of disputes by the Bankruptcy Court and (ii) notices of proposed assumption and proposed Cure Amounts to the applicable counterparty or counterparties to each Executory Contract or Unexpired Lease that may be assumed by ITI, which notices shall include procedures for objecting to the proposed assumption of such Executory Contract or Unexpired Lease and any Cure Amounts to be paid in connection therewith and the anticipated procedure for resolution of disputes by the Bankruptcy Court (the "**Plan Cure and Assumption Notice**"). Any objection to a proposed assumption by any of the North American Debtors or ITI pursuant to the Plan (including any objection as to adequate assurance of future performance) or related Cure Amount (as to ITI Executory Contracts and Unexpired Leases only) by a counterparty to an Executory Contract or Unexpired Lease must be filed, served and actually received by counsel to the Debtors and the other parties specified in the Plan Cure and Assumption Notice by December 4, 2020. Any unresolved objection shall be heard at the Confirmation Hearing, unless otherwise agreed by the parties or at such other date and time as may be fixed by the Bankruptcy

Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to any proposed assumption and/or Cure Amount will be deemed to have assented to such assumption and/or Cure Amount. To the extent an Executory Contract or Unexpired Lease with ITI is not identified as an Executory Contract or Unexpired Lease to be assumed or rejected by ITI, then the Cure Amount for such Executory Contract or Unexpired Lease is $0 and such Executory Contract or Unexpired Lease will be assumed by ITI pursuant to the Plan.

5.3.4 On or before December 4, 2020, the Debtors shall serve copies of the lists of Executory Contracts and Unexpired Leases provided for in the Plan Supplement on the applicable counterparties. In addition, the Debtors will serve any revised Executory Contract and Unexpired Lease list on affected counterparties within two (2) days of filing such lists, *provided that* each counterparty to an Executory Contract or Unexpired Lease that (i) is later added to the list and/or (ii) has its Cure Amount modified by the Debtors shall have until the date that is fourteen (14) days after the Debtors serve such counterparty with notice thereof to object to the assumption of its Executory Contract or Unexpired Lease pursuant to the Plan and, if the proposed Cure Amount has been modified, exclusively to the proposed Cure Amount.

5.3.5 Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the effective date of the assumption.

5.4 Modifications, Amendments, Supplements, Restatements or Other Agreement.

5.4.1 Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated, or is rejected or repudiated under the Plan.

5.4.2 Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

5.5 Reservation of Rights. Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on (i) the list of the Executory Contracts and Unexpired Leases to be assumed by the North American Debtors, (ii) the lists of the Executory Contracts and Unexpired Leases to be assumed or rejected by ITI, as applicable, or (iii) anything contained in the Plan or

Plan Supplement, shall constitute an admission by any of the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Reorganized Debtors, or any assignee has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, the Reorganized Debtors, or any assignee, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

5.6 Talc Insurance Policies and Talc Insurance CIP Agreements. Notwithstanding Section 5.1 above, all Talc Insurance Policies and Talc Insurance CIP Agreements entered into prior to the Petition Date shall be considered non-executory contracts and shall neither be assumed nor rejected by the Debtors. Other than the permissibility of the Assignment, which is to be determined by or in connection with Confirmation of the Plan, the rights and obligations of the parties under such Talc Insurance Policies and Talc Insurance CIP Agreements, including the question of whether any breach has occurred, shall be determined under applicable law.

5.7 Non-Talc Insurance Policies. The Debtors do not believe that the Non-Talc Insurance Policies (or settlements related thereto) constitute executory contracts. However, to the extent such Non-Talc Insurance Policies are considered to be executory contracts, then, notwithstanding anything contained in Article V to the contrary, the Plan will constitute a motion to assume such Non-Talc Insurance Policies, and authorize the Reorganized Debtors, as applicable, to pay all future obligations, if any, in respect thereof. Subject to the occurrence of the Effective Date, the entry of the Confirmation Order will constitute approval of such assumption pursuant to section 365(a) of the Bankruptcy Code and a finding by the Bankruptcy Court that each such assumption is in the best interest of the Debtors, their respective Estates and all parties in interest. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of any Debtor existing as of the Confirmation Date with respect to each such Non-Talc Insurance Policy. Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair or otherwise modify any obligations assumed by the foregoing assumption of the Non-Talc Insurance Assets, and each such obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be filed.

ARTICLE VI
DISTRIBUTIONS UNDER THE PLAN ON ACCOUNT OF CLAIMS

6.1 Distributions. Distributions on account of Allowed Non-Talc Claims shall be made on or after the Distribution Date as provided in the Plan. All Talc Personal Injury Claims shall be liquidated and, as appropriate, paid, or resolved by the Talc Personal Injury Trust pursuant to and in accordance with the Talc Personal Injury Trust Agreement and the Trust Distribution Procedures.

6.2 Timing and Calculation of Amounts to be Distributed.

6.2.1 Except as otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably

practicable thereafter), each holder of an Allowed Non-Talc Claim shall receive the full amount of the Distribution that the Plan provides for such Allowed Claim in the applicable Class and in the manner provided herein. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

6.2.2 If and to the extent that there are Disputed Non-Talc Claims, Distributions on account of any such Disputed Non-Talc Claims shall be made pursuant to the provisions set forth in this Article VI of the Plan.

6.3 Disbursing Agent. Except as otherwise provided herein, all Distributions under the Plan shall be made by the Disbursing Agent. The Reorganized Debtors, or any such other Entity or Entities designated by the Reorganized Debtors, shall serve as Disbursing Agent for all Non-Talc Claims.

6.4 Rights and Powers of Disbursing Agent.

6.4.1 The Disbursing Agent shall be empowered to: (i) affect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (ii) make all Distributions contemplated hereby; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions thereof.

6.4.2 Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors from the Reorganized North American Debtor Cash Reserve.

6.5 Distributions on Account of Claims Allowed After the Effective Date. Notwithstanding any other provision of the Plan, no Distributions shall be made under the Plan on account of any Disputed Non-Talc Claim, unless and until such Disputed Non-Talc Claim becomes an Allowed Non-Talc Claim. Distributions made after the Effective Date to holders of Disputed Non-Talc Claims that are not Allowed Non-Talc Claims as of the Effective Date but which later become Allowed Non-Talc Claims shall be made as if such Claim had been an Allowed Claim on the Effective Date. Except as otherwise may be agreed to by the Debtors or the Reorganized Debtors, on the one hand, and the holder of a Disputed Non-Talc Claim, on the other hand, and notwithstanding any provision otherwise in the Plan, no partial payments and no partial Distributions shall be made with respect to any Disputed Non-Talc Claim until all Disputed Non-Talc Claims held by the holder of such Disputed Non-Talc Claim have become Allowed Non-Talc Claims or have otherwise been resolved by settlement or Final Order.

6.6 Delivery of Distributions and Undeliverable or Unclaimed Distributions.

6.6.1 Delivery of Distributions to Holders of North American Debtor Claims. Except as otherwise provided in the Plan, Distributions to holders of Allowed North American Debtor Claims shall be made to holders of record as of the Distribution Record Date by the Disbursing Agent: (a) to the signatory set forth on any of the Proof of Claim filed by such holder or other representative identified therein (or at the last known addresses of such holder if no Proof of Claim is filed or if the North American Debtors have been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent after the date of any related Proof of Claim; or (c) at the addresses reflected in the Schedules if no Proof of Claim has been filed and the Disbursing Agent has not received a written notice of a change of address.

6.6.2 Delivery of Distributions to Holders of ITI Claims. The legal, equitable, and contractual rights of the holders of ITI Claims are unaltered by the Plan. Except to the extent that a holder of an ITI Claim agrees to a different treatment, on and after the Effective Date, Reorganized ITI will continue to pay or dispute each ITI Claim in the ordinary course of business in accordance with applicable law.

6.6.3 Full Benefit of Distributions. Distributions under the Plan on account of Non-Talc Claims shall not be subject to levy, garnishment, attachment or similar legal process, so that each holder of an Allowed Non-Talc Claim shall have and receive the benefit of the Distributions in the manner set forth in the Plan. None of the Debtors, the Reorganized Debtors, or the applicable Disbursing Agent shall incur any liability whatsoever on account of any Distributions under the Plan except where such Distributions are found by Final Order to have been made with gross negligence, willful misconduct or fraud.

6.6.4 Undeliverable Distributions and Unclaimed Property. In the event that any Distribution to any holder of an Allowed Non-Talc Claim is returned as undeliverable, no further Distribution to such holder shall be made unless and until the Disbursing Agent has determined the then current address of such holder, at which time such Distribution shall be made as soon as practicable after such Distribution has become deliverable to such holder without interest; *provided*, *however*, that such Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and forfeited at the expiration of three (3) months from the applicable Distribution Date. After such date, (i) all "unclaimed property" or interests in property in respect of the Reorganized North American Debtors shall revert to the applicable Reserve used to fund the Allowed Non-Talc Claim to be held and/or disbursed in accordance with the Plan, or, to the Reorganized North American Debtors to be used and/or disbursed in accordance with the Plan if the applicable Reserve is no longer in effect, and (ii) all "unclaimed property" or interests in property in respect of ITI shall revert to ITI (in each case, (i) and (ii), notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary). The claim of any holder to such property or interest in property shall be discharged and forever barred.

6.7 Time Bar to Cash Payments. Checks issued by the Disbursing Agent in respect of Allowed Non-Talc Claims shall be null and void if not cashed within one hundred and eighty (180) days of the date of issuance thereof. The holder of the Allowed Non-Talc Claim with respect to which such check originally was issued may make a request for re-issuance of any check directly to the Disbursing Agent; *provided*, *however*, that any such request for re-issuance of a check shall be made on or before the twelve (12) month anniversary of the Distribution Date. After such date, all Non-Talc Claims in respect of void checks shall be discharged and forever barred.

6.8 Disbursing Agent's Obligation to Provide Periodic Reporting. The Disbursing Agent will provide quarterly reporting on the status of the claims process of the Reorganized North American Debtors including funds remaining in each of the Reserves to the Talc Personal Injury Trust, the Talc Trust Advisory Committee, the FCR, and Imerys S.A. The first quarterly report will encompass the first three full months following the Effective Date (plus any partial month during which the Effective Date occurs). Each report will be delivered within thirty (30) days of the conclusion of the preceding quarterly period. These reports will not be filed with the Bankruptcy Court.

6.9 Record Date for Holders of Claims. Except as otherwise provided in an order of the Bankruptcy Court that is not subject to any stay, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001, on or prior to the Distribution Record Date, shall be treated as the holders of such Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to such transfer has not expired by the Distribution Record Date. If there is any dispute regarding the identity of the Person entitled to receive a Distribution in respect of a Claim under the Plan, no Distribution need be made in respect of such Claim until such dispute has been resolved.

6.10 Compliance with Tax Requirements and Allocations.

6.10.1 In connection with the Plan and all Distributions hereunder, the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed on them by any federal, state or local taxing authority, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding Distributions pending receipt of information necessary to facilitate such Distributions including tax certification forms, or establishing any other mechanisms it believes are reasonable and appropriate.

6.10.2 For tax purposes, Distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

6.11 Transfers of Claims. In the event that the holder of any Claim shall transfer such Claim after the Distribution Record Date, it shall immediately advise the applicable Reorganized Debtor(s) or the Talc Personal Injury Trust (to the extent it pertains to a Talc Personal Injury

Claim), in writing of such transfer and file a notice of the transfer with the Bankruptcy Court. The Reorganized Debtors or the Talc Personal Injury Trust, as the case may be, shall be entitled to assume that no transfer of any Claim has been made by any holder unless and until written notice of a transfer has been actually received by the applicable Reorganized Debtor(s) or the Talc Personal Injury Trust, as applicable. Each transferee of any Claim shall take such Claim subject to the provisions of the Plan, and, except as provided in a notice of transfer, the Reorganized Debtors or the Talc Personal Injury Trust, as the case may be, shall be entitled to assume conclusively that the transferee named in any notice of transfer shall thereafter be vested with all rights and powers of the transferor of such Claim.

6.12 Interest on Impaired and Disputed Claims. Except as specifically provided for herein or in the Talc Personal Injury Trust Documents (as related to Talc Personal Injury Claims), interest shall not accrue on Impaired Claims, and no holder of an Impaired Claim shall be entitled to interest accruing on or after the Petition Date on any such Impaired Claim. Interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Petition Date to the date a Distribution is made thereon if and after such Disputed Claim becomes an Allowed Claim.

6.13 Setoffs. The Debtors and the Reorganized Debtors (or the Talc Personal Injury Trust to the extent it pertains to a Talc Personal Injury Claim) may, pursuant to the applicable provisions of the Bankruptcy Code, or applicable non-bankruptcy law, set off against any applicable Allowed Claim (before any Distribution is made on account of such Claim) any and all claims, rights, causes of action, debts or liabilities of any nature that the Debtors or the Reorganized Debtors (or the Talc Personal Injury Trust (in its own right or as assignee of the Debtors) to the extent it pertains to a Talc Personal Injury Claim) may hold against the holder of such Allowed Claim; *provided*, *however*, that the failure to effect such a setoff shall not constitute a waiver or release of any such claims, rights, causes of action, debts or liabilities.

ARTICLE VII
RESOLUTION OF DISPUTED CLAIMS OTHER THAN TALC PERSONAL INJURY CLAIMS

7.1 Disputed Claims. All Disputed Claims against the Debtors, other than Talc Personal Injury Claims, Administrative Claims, and Fee Claims, shall be subject to the provisions of this Article VII. All Talc Personal Injury Claims shall be resolved by the Talc Personal Injury Trust in accordance with the Talc Personal Injury Trust Documents. All Administrative Claims, Fee Claims, and DIP Facility Claims shall be determined and, if Allowed, paid in accordance with Article II of the Plan.

7.2 Prosecution of Claims Generally.

7.2.1 Subject to the provisions contained herein, including as set forth in Section 11.8.2 of the Plan, after the Effective Date, only the Reorganized Debtors may object to the allowance of any Non-Talc Claim, except that the United States Trustee, the FCR, the other Notice Parties (as that term is defined in the Compensation Procedures Order), and the Imerys Non-Debtors, as applicable, shall also have standing and capacity to object to the Fee Claims of the Professionals. After the Effective Date, the Reorganized Debtors shall be accorded the power and authority to allow or settle and compromise any

Non-Talc Claim, except for Fee Claims, without notice to any other party or approval of or notice to the Bankruptcy Court. For the avoidance of doubt, no fees resulting from objections to the Fee Claims, other than objections by the Reorganized Debtors and/or the Fee Examiner will be funded by the Reorganized Debtors.

7.2.2 Notwithstanding anything to the contrary in this Article VII, (i) resolution of Talc Personal Injury Claims shall be handled exclusively by the Talc Personal Injury Trust in accordance with the Talc Personal Injury Trust Documents, (ii) objections to Fee Claims shall be handled in accordance with the Compensation Procedures Order, subject to Section 2.3, and (iii) objections to Administrative Claims (excluding Fee Claims) shall be handled in accordance with Section 2.1 of the Plan.

7.2.3 Notwithstanding anything to the contrary in this Article VII, objections to Non-Talc Claims against ITC shall be subject to review by the Information Officer.

7.3 Prosecution of Disputed North American Debtor Claims and Claims Objection Deadline.

7.3.1 Each Reorganized North American Debtor shall have the right, after the Effective Date, to file objections to the North American Debtor Claims that have not already been Allowed by Final Order, agreement, or the Plan, and litigate to judgment, settle, or withdraw such objections to Disputed North American Debtor Claims; *provided* that objections to and the prosecution of Non-Talc Claims against ITC shall be subject to review by the Information Officer. Without limiting the foregoing, each Reorganized North American Debtor, as applicable, shall have the right to litigate any Disputed North American Debtor Claim either in the Bankruptcy Court or in any court of competent jurisdiction.

7.3.2 Unless otherwise ordered by the Bankruptcy Court, objections to North American Debtor Claims (other than Administrative Claims, Fee Claims, or late-filed Claims) shall be filed with the Bankruptcy Court and served upon the holders of each such North American Debtor Claim to which objections are made on or before the Claims Objection Bar Date, unless extended by order of the Bankruptcy Court prior to the expiration of such period. Objections to late-filed Claims against the North American Debtors shall be filed before the later of (i) six (6) months following the Effective Date, or (ii) ninety (90) days after the Reorganized North American Debtors receive actual notice of the filing of such Claim.

7.4 ITI Claims.

7.4.1 Except as otherwise provided in the Plan, holders of ITI Claims or Equity Interests in ITI shall not be required to file a Proof of Claim or proof of interest, and no such parties should file a Proof of Claim or proof of interest. The legal equitable, and contractual rights of holders of ITI Claims are unaltered by the Plan. Except to the extent that a holder of an ITI Claim agrees to a different treatment, on and after the Effective Date, Reorganized ITI will continue to pay or dispute each ITI Claim in the ordinary course of business in accordance with applicable law. ITI may, in its discretion, file with the

Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any ITI Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections will be litigated to Final Order; *provided*, *however*, that ITI or Reorganized ITI, as applicable, may compromise, settle, withdraw, or resolve by any other method approved by the Bankruptcy Court any objections to ITI Claims.

7.4.2 ITI or Reorganized ITI, as applicable, shall have the exclusive authority to file, settle, compromise, withdraw or litigate to judgment any objections to ITI Claims or Equity Interests in ITI as permitted under the Plan. From and after the Effective Date, Reorganized ITI may settle or compromise any Disputed ITI Claim or Disputed Equity Interest in ITI without approval of the Bankruptcy Court. ITI also reserves the right to resolve any Disputed ITI Claim or Disputed Equity Interest in ITI outside the jurisdiction of the Bankruptcy Court under applicable governing law.

7.5 Distributions on Account of Disputed Claims. At such time as determined to be practicable by the Reorganized Debtors, the Disbursing Agent will make Distributions on account of any Disputed Claim that has become Allowed. Such Distributions will be made pursuant to the applicable provisions of Article VI of the Plan.

7.6 No Distributions Pending Allowance. No Distributions or other consideration shall be paid with respect to any Claim that is a Disputed Claim unless and until all objections to such Disputed Claim are resolved by agreement or Final Order and such Disputed Claim becomes an Allowed Claim.

7.7 Estimation of Claims. The Debtors (before the Effective Date) or the Reorganized Debtors (on or after the Effective Date) may, at any time request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount will constitute either the Allowed Amount of such Claim or a maximum limitation on such Claim against any party or Entity, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors (before the Effective Date) or the Reorganized Debtors (on or after the Effective Date), may elect to pursue any supplemental proceedings to object to any ultimate Distribution on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, objected to, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

7.8 Disputed Claims Reserve for the North American Debtors.

7.8.1 On the Effective Date, the North American Debtors shall deposit in the Disputed Claims Reserve the Cash that would have been distributed to the holders of Disputed North American Debtor Claims if such Disputed North American Debtor Claims had been Allowed Claims as of the Effective Date. The Disputed Claims Reserve shall be

funded from Cash on hand of the North American Debtors on the Effective Date and/or the Imerys Cash Contribution (excluding the Contingent Contribution). The amount to be deposited shall be determined based on the lesser of (1) the asserted amount of the Disputed North American Debtor Claims in the applicable Proofs of Claim; (2) the amount, if any, estimated by the Bankruptcy Court pursuant to (i) section 502(c) of the Bankruptcy Code or (ii) Section 7.7 of the Plan if, after the Effective Date, a motion is filed by any Reorganized North American Debtor to estimate such Claim; (3) the amount otherwise agreed to by the Debtors (or the Reorganized North American Debtors, if after the Effective Date) and the holders of such Disputed North American Debtor Claims; or (4) any amount otherwise approved by the Bankruptcy Court.

7.8.2 If a North American Debtor Claim that remains a Disputed Claim as of the Effective Date is thereafter Allowed in whole or in part, the Disbursing Agent shall (at such time as determined to be practicable by the Reorganized North American Debtors) distribute from the Disputed Claims Reserve, to the holder of such North American Debtor Claim, the Cash that such holder would have received on account of such Claim if such Claim had been an Allowed Claim on the Effective Date.

7.8.3 The Reorganized North American Debtors shall determine, on each six (6) month anniversary of the Effective Date, whether the amounts available in the Reorganized North American Debtor Cash Reserve are in excess of the amount necessary to satisfy the purpose for which such reserve was established. If the Reorganized North American Debtors determine a surplus exists in the Reorganized North American Debtor Cash Reserve as of the date of such determination, such surplus Cash shall be allocated to the Disputed Claims Reserve to the extent such reserve is insufficiently funded to satisfy the purpose for which such reserve was established.

7.9 Disputed ITI Claims. If a Claim against ITI that remains a Disputed Claim as of the Effective Date is thereafter Allowed in whole or in part, the Disbursing Agent (at such time as determined to be practicable by Reorganized ITI) will distribute from the monies available at Reorganized ITI, to the holder of such Claim, the monies that such holder would have received on account of such Claim if such Claim had been an Allowed Claim on the Effective Date.

7.10 Distribution of Excess Amounts in the Disputed Claims Reserve for the North American Debtors. When all Disputed North American Debtor Claims are resolved and either become Allowed or Disallowed, to the extent Cash remains in the Disputed Claims Reserve after all holders of such Claims have been paid the full amount they are entitled to pursuant to the treatment set forth for under the Plan, then such excess amounts will be transferred to the Talc Personal Injury Trust and become Talc Personal Injury Trust Assets, whereby such excess amounts will be made available to satisfy Talc Personal Injury Trust Expenses and for disbursement to holders of Claims in Class 4 pursuant to the Trust Distribution Procedures.

ARTICLE VIII
ACCEPTANCE OR REJECTION OF PLAN

8.1 Classes Entitled to Vote. Holders of Talc Personal Injury Claims shall be entitled to vote to the extent and in the manner provided in the Voting Procedures Order and the Plan.

8.2 Acceptance of Holders of Talc Personal Injury Claims. Pursuant to sections 1126(c) and 524(g)(2)(B)(ii)(IV)(bb) of the Bankruptcy Code, Class 4 (Talc Personal Injury Claims) shall have accepted the Plan only if at least two-thirds (2/3) in amount and seventy-five percent (75%) of the members in Class 4 actually voting on the Plan have voted to accept the Plan.

8.3 Acceptance by Unimpaired Class. Classes 1, 2, 3a, 3b, 5b, and 7 are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

8.4 Acceptance by Impaired Class. Classes 5a and 6 will not receive or retain any property or distribution under the Plan and are Impaired under the Plan. Notwithstanding, Classes 5a and 6 are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code because all holders of Claims or Equity Interests (as applicable) in Classes 5a and 6 are Plan Proponents and have consented to their treatment under the Plan.

ARTICLE IX
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

9.1 Conditions Precedent to the Confirmation of the Plan. Confirmation of the Plan shall not occur unless each of the following conditions has been satisfied or waived pursuant to Section 9.3 of the Plan:

9.1.1 The Bankruptcy Court shall have entered an order, acceptable in form and substance to each of the Plan Proponents approving the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

9.1.2 Class 4 shall have voted in requisite numbers and amounts in favor of the Plan as required by sections 524(g), 1126, and 1129 of the Bankruptcy Code.

9.1.3 The Plan and the Plan Supplement, including any schedules, documents, supplements and exhibits thereto, shall be consistent with (i) section 524(g) of the Bankruptcy Code, as applicable, and (ii) the other provisions of the Plan.

9.1.4 The Reorganized North American Debtors shall have sufficient funds from Cash on hand and/or the Unsecured Claim Contribution to resolve all Allowed Class 3a Claims and to adequately fund the Disputed Claims Reserve as determined by each of the Plan Proponents.

9.1.5 The Bankruptcy Court shall have made such findings and determinations regarding the Plan as shall enable the entry of the Confirmation Order and any other order in conjunction therewith, in form and substance acceptable to each of the Plan Proponents. These findings and determinations, are designed, among other things, to ensure that the Injunctions, releases and discharges set forth in Article XII shall be effective, binding and enforceable, and shall among other things, conclude:

(i) Good Faith Compliance. The Plan complies with all applicable provisions of the Bankruptcy Code including, without limitation, that the Plan be proposed in good faith and that the Confirmation Order not be procured by fraud.

(ii) Voting. Class 4 has voted in requisite numbers and amounts in favor of the Plan as required by each of sections 524(g), 1126, and 1129 of the Bankruptcy Code.

(iii) Injunctions. The Channeling Injunction, the Insurance Entity Injunction, and the Supplemental Settlement Injunction Order are to be implemented in connection with the Talc Personal Injury Trust.

(iv) Named Defendants. As of the Petition Date, one or more of the Debtors had been named as a defendant in personal injury, wrongful death or property damage actions seeking recovery for damages allegedly caused by the presence of, or exposure to, talc or talc-containing products.

(v) Assumption of Certain Liabilities. Upon the Effective Date, the Talc Personal Injury Trust shall assume the liabilities of the Protected Parties with respect to Talc Personal Injury Claims and have exclusive authority as of the Effective Date to satisfy or defend such Talc Personal Injury Claims.

(vi) Funding of Talc Personal Injury Trust. The Talc Personal Injury Trust will be funded with the Talc Personal Injury Trust Assets, including the Talc PI Note, which will be secured by a majority of the common stock of Reorganized ITI, pursuant to the Talc PI Pledge Agreement, and include the right to receive distributions on account of the Talc PI Note pursuant to the terms set forth in the Talc PI Note.

(vii) Stock Ownership. The Talc Personal Injury Trust, on the Effective Date, by the exercise of rights granted under the Plan, (i) will receive the Reorganized North American Debtor Stock and shall maintain the rights to receive dividends or other distributions on account of such stock, and (ii) will be entitled to own the majority of the common stock of Reorganized ITI if specific contingencies occur.

(viii) Use of Talc Personal Injury Trust Assets. The Talc Personal Injury Trust will use its assets and income to resolve Talc Personal Injury Claims.

(ix) Likelihood of Talc Personal Injury Demands. The Debtors are likely to be subject to substantial future Talc Personal Injury Demands for payment arising out of the same or similar conduct or events that gave rise to the Talc Personal Injury Claims that are addressed by the Channeling Injunction and the Insurance Entity Injunction.

(x) Talc Personal Injury Demands Indeterminate. The actual amounts, numbers, and timing of future Talc Personal Injury Demands cannot be determined.

(xi) Likelihood of Threat to Plan's Purpose. Pursuit of Talc Personal Injury Claims, including Talc Personal Injury Demands, outside of the procedures prescribed by the Plan and the Plan Documents, including the Trust Distribution Procedures, is likely to threaten the Plan's purpose to treat the Talc Personal Injury Claims and Talc Personal Injury Demands equitably.

(xii) Injunctions Conspicuous. The terms of the Discharge Injunction, the Channeling Injunction, the Supplemental Settlement Injunction Order, the Release Injunction, and the Insurance Entity Injunction, including any provisions barring actions against third parties, are set out in conspicuous language in the Plan and in the Disclosure Statement.

(xiii) Appropriate Trust Mechanisms. Pursuant to court orders or otherwise, the Talc Personal Injury Trust shall operate through mechanisms such as structured, periodic or supplemental payments, pro rata distributions, matrices or periodic review of estimates of the numbers and values of Talc Personal Injury Claims or other comparable mechanisms, that provide reasonable assurance that the Talc Personal Injury Trust will value, and be in a financial position to pay, Talc Personal Injury Claims that involve similar Claims in substantially the same manner regardless of the timing of the assertion of such Talc Personal Injury Claims.

(xiv) Future Claimants' Representative. The FCR was appointed by the Bankruptcy Court as part of the proceedings leading to the issuance of the Channeling Injunction, the Insurance Entity Injunction, and the Supplemental Settlement Injunction Order, for the purpose of, among other things, protecting the rights of persons that might subsequently assert Talc Personal Injury Demands of the kind that are addressed in the Channeling Injunction, the Insurance Entity Injunction, and the Supplemental Settlement Injunction Order, and transferred to and assumed by the Talc Personal Injury Trust.

(xv) Fair and Equitable Inclusion. The inclusion of each Debtor or other Protected Party within the protection afforded by the Channeling Injunction and the Insurance Entity Injunction, as applicable, is fair and equitable with respect to the Persons that might subsequently assert Talc Personal Injury Demands against each such Debtor or other Protected Party in light of the benefits provided, or to be provided, to the Talc Personal Injury Trust by or on behalf of each such Debtor or other Protected Party.

(xvi) Sections 105(a) and 524(g) Compliance. The Plan complies with sections 105(a) and 524(g) of the Bankruptcy Code to the extent applicable.

(xvii) Injunctions Essential. The Discharge Injunction, the Channeling Injunction, the Supplemental Settlement Injunction Order, the Release Injunction, and the Insurance Entity Injunction are essential to the Plan and the Debtors' reorganization efforts.

(xviii) Insurance Assignment Authorized. The Bankruptcy Code authorizes the Assignment by preempting any terms of the Talc Insurance Policies, Talc Insurance CIP Agreements, Talc Insurance Settlement Agreements, or provisions of applicable non-bankruptcy law that any Talc Insurance Company may otherwise argue prohibits the Assignment.

(xix) Indemnification Obligation Assignment Authorized. The Bankruptcy Code authorizes the Assignment of the J&J Indemnification Obligations by preempting any terms of the J&J Agreements or provisions of applicable non-bankruptcy law that J&J may otherwise argue prohibits the Assignment.

(xx) The Supplemental Settlement Injunction Order. The Supplemental Settlement Injunction Order is to be implemented in connection with the Imerys Settlement and the Rio Tinto/Zurich Settlement.

(xxi) The Rio Tinto/Zurich Settlement. The Rio Tinto/Zurich Settlement (i) represents a sound exercise of the Debtors' business judgment, will yield a fair and reasonable price for the assets being sold, is in the best interest of the Debtors' Estates, and otherwise complies with section 363 of the Bankruptcy Code, (ii) meets the requirements for a sale of property free and clear of any interests of third parties in such property pursuant to section 363(f) of the Bankruptcy Code, and (iii) constitutes a purchase in good faith by Zurich and the Rio Tinto Captive Insurers pursuant to section 363(m) of the Bankruptcy Code, rendering the provisions of section 363(m) applicable. The Rio Tinto/Zurich Settlement is accordingly approved pursuant to section 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

9.2 Conditions Precedent to the Effective Date of the Plan. Notwithstanding any other provision of the Plan or the Confirmation Order, the Effective Date of the Plan shall occur on the first Business Day on which each of the following conditions has been satisfied or waived pursuant to Section 9.3:

9.2.1 Confirmation Order and Affirmation Order. The Confirmation Order shall have been submitted to the District Court for affirmation on or before March 3, 2021, and the Affirmation Order in form and substance acceptable to each of the Plan Proponents shall have been entered by the District Court, and the Confirmation Order and the Affirmation Order shall have become Final Orders; *provided*, *however*, that the Effective Date may occur at a point in time when the Confirmation Order and/or the Affirmation Order are not Final Orders at the sole option of the Plan Proponents unless the effectiveness of the Confirmation Order or the Affirmation Order, as applicable, has been stayed or vacated, in which case the Effective Date may be the first Business Day immediately following the expiration or other termination of any stay of effectiveness of the Confirmation Order or the Affirmation Order.

9.2.2 Sale Order. The Sale Order shall have (i) been entered on or before the date the Confirmation Order is entered, and (ii) recognized by the Canadian Court in the

Canadian Proceeding on or before a date that is no later than fourteen (14) Business Days after entry of the Sale Order by the Bankruptcy Court.

9.2.3 Talc Personal Injury Trust. The Talc Personal Injury Trust Assets shall, simultaneously with the occurrence of the Effective Date, be transferred to, vested in, and assumed by the Talc Personal Injury Trust in accordance with Article IV of the Plan.

9.2.4 Plan Documents. The Talc Personal Injury Trust Agreement (and related documents), and the other applicable Plan Documents necessary or appropriate to implement the Plan shall have been executed, delivered and, where applicable, filed with the appropriate governmental authorities.

9.2.5 Allowed Non-Talc Claims. The Reserves shall be adequately funded as determined by each of the Plan Proponents so as to permit the Debtors to make Distributions relating to Allowed Non-Talc Claims in accordance with the Plan.

9.2.6 Imerys Contribution. Imerys S.A. shall have disbursed, or satisfied all conditions of, the Imerys Contribution to the Debtors, the Reorganized North American Debtors, or the Talc Personal Injury Trust, as applicable, in accordance with Article X hereof.

9.2.7 United States Trustee's Fees. The fees of the United States Trustee then owing by the Debtors shall have been paid in full.

9.2.8 Ancillary Proceeding in Canada. The Canadian Court shall have entered an order in the Canadian Proceeding recognizing the Confirmation Order in its entirety and ordering the Confirmation Order and the Plan to be implemented and effective in Canada in accordance with their terms.

9.3 Waiver of Conditions Precedent. To the greatest extent permitted by law, each of the conditions precedent in this Article IX may be waived or modified, in whole or in part, but only with the unanimous written consent of each of the Plan Proponents. Any waiver or modification of a condition precedent under this Section 9.3 may be effected at any time, without notice, without leave or order of the Bankruptcy Court or District Court, and without any other formal action.

9.4 Notice of Effective Date. The Debtors shall file with the Bankruptcy Court a notice of the occurrence of the Effective Date within five (5) Business Days thereafter, which notice shall confirm that the foregoing conditions have been satisfied or waived.

ARTICLE X
MEANS FOR IMPLEMENTATION OF THE PLAN

10.1 General. On or after the Confirmation Date, each of the Plan Proponents shall be empowered and authorized to take or cause to be taken, prior to the Effective Date, all actions necessary to enable them to implement the provisions of the Plan on the Effective Date, including, without limitation, the creation of the Talc Personal Injury Trust and the preparations for the transfer of the Talc Personal Injury Trust Assets to the Talc Personal Injury Trust.

10.2 Operations of the Debtors Between Confirmation and the Effective Date. The Debtors shall continue to operate as debtors and debtors-in-possession during the period from the Confirmation Date through and until the Effective Date.

10.3 Charter and Bylaws.

10.3.1 From and after the Effective Date, each of the Reorganized North American Debtors shall be governed pursuant to their respective Amended Charter Documents. The Amended Bylaws and the Amended Certificates of Incorporation shall contain such provisions as are necessary to satisfy the provisions of the Plan and, to the extent necessary to prohibit the issuance of non-voting equity securities as required by section 1123(a)(6) of the Bankruptcy Code, subject to further amendment of the Amended Charter Documents after the Effective Date, as permitted by applicable law. On the Effective Date, ITA will change its name to Ivory America, Inc., ITV will change its name to Ivory Vermont, Inc., and ITC will change its name to Ivory Canada, Inc.

10.3.2 From and after the Effective Date, Reorganized ITI shall continue to be governed pursuant to its existing bylaws and certificate of incorporation.

10.4 Corporate Action. On the Effective Date, the matters under the Plan involving or requiring corporate action of the Debtors, including, but not limited to, actions requiring a vote of the boards of directors or shareholders and execution of all documentation incident to the Plan, shall be deemed to have been authorized by the Confirmation Order and to have occurred and be in effect from and after the Effective Date without any further action by the Bankruptcy Court or the officers or directors of the Debtors.

10.5 Surrender of Existing Equity Interests. The Plan provides that holders of Equity Interests in Class 6 shall be deemed to have surrendered such Equity Interests and other documentation underlying such Equity Interests and all such surrendered Equity Interests and other documentation shall be deemed to be canceled in accordance with Article III of the Plan.

10.6 Post-Effective Date Governance, Continued Existence of the Reorganized North American Debtors, and the Reorganized North American Debtor Stock.

10.6.1 On the Effective Date, after the Reserves have been funded and all Talc Personal Injury Trust Assets have been transferred to the Talc Personal Injury Trust (as applicable): (a) all North American Debtor Stock will be canceled, and (b) simultaneously with the cancellation of such shares, the North American Debtors will issue the Reorganized North American Debtor Stock to the Talc Personal Injury Trust.

10.6.2 Except as otherwise provided herein or as may be provided in the Plan Supplement or the Confirmation Order, each of the Reorganized North American Debtors shall continue their existence as separate entities after the Effective Date, with all the powers thereof, pursuant to the applicable law in the jurisdiction in which each Reorganized North American Debtor is incorporated and pursuant to the Amended Charter Documents and any other formation documents in effect following the Effective Date, and such documents are deemed to be adopted pursuant to the Plan and require no further action or approval.

10.6.3 On the Effective Date, the officers and directors of the Reorganized North American Debtors shall consist of the individuals that will be identified in the Plan Supplement.

10.6.4 Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in the Reorganized North American Debtors' Estates other than property constituting Talc Personal Injury Trust Assets, including, but not limited to, all North American Debtor Causes of Action and any property acquired by the North American Debtors pursuant to the Plan, shall vest in the Reorganized North American Debtors, free and clear of all Claims, interests, Liens, other Encumbrances, and liabilities of any kind. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized North American Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, interests, or North American Debtor Causes of Action without supervision or approval by the Bankruptcy Court, or notice to any other Entity, and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

10.6.5 On the Effective Date, and if applicable, pursuant to sections 1141(b) and 1141(c) of the Bankruptcy Code, all assets of the North American Debtors that constitute Talc Personal Injury Trust Assets shall vest in the Talc Personal Injury Trust pursuant to the terms of the Plan. The Talc Personal Injury Trust shall own such assets, as of the Effective Date, free and clear of all Claims, interests, Liens, other Encumbrances, and liabilities of any kind.

10.7 Post-Effective Date Governance and Continued Existence of Reorganized ITI.

10.7.1 On the Effective Date, Reorganized ITI shall remain a direct subsidiary of Mircal Italia and all Equity Interests in ITI shall be reinstated. On the Effective Date, (i) Imerys S.A. and ITI shall also issue the Talc PI Note to the Talc Personal Injury Trust, and (ii) Mircal Italia shall execute the Talc PI Pledge Agreement.

10.7.2 Except as otherwise provided herein or as may be provided in the Plan Supplement or the Confirmation Order, Reorganized ITI shall continue to exist after the Effective Date as a separate corporate entity from each of the Reorganized North American Debtors, with all the powers thereof, pursuant to the applicable law in the jurisdiction in which Reorganized ITI is incorporated and pursuant to its existing bylaws and certificate of incorporation and any other formation documents in effect prior to the Petition Date, and such documents are deemed to be adopted pursuant to the Plan and require no further action or approval.

10.7.3 Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in ITI's Estate, all ITI Causes of Action, and any property acquired by ITI pursuant to the Plan, shall vest in Reorganized ITI, free and clear of all Claims, interests, Liens, other Encumbrances, and liabilities of any kind. On and after the Effective Date, except as otherwise provided in the Plan, Reorganized ITI may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, interests, or

ITI Causes of Action without supervision or approval by the Bankruptcy Court, or notice to any other Entity, and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

10.8 Imerys Settlement.

10.8.1 Compromise and Settlement of Claims.

10.8.1.1 Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration of the distributions and other benefits provided under the Plan, the provisions of the Plan effect a compromise and settlement of all Imerys Released Claims against the Imerys Protected Parties, and the Plan constitutes a request for the Bankruptcy Court to authorize and approve the Imerys Settlement, to release all of the Imerys Released Claims, including, without limitation, the Estate Causes of Action, against each of the Imerys Protected Parties.

10.8.1.2 As further described in the Disclosure Statement, the provisions of the Plan (including the release and injunctive provisions contained in Article XII of the Plan) and the other documents entered into in connection with the Plan constitute a good faith compromise and settlement among the Plan Proponents of Claims and controversies among such parties. The Plan, including the explanation set forth in the Disclosure Statement, shall be deemed a motion to approve the Imerys Settlement and the good faith compromise and settlement of all of the Claims and controversies described in the Plan pursuant to Bankruptcy Rule 9019, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Imerys Settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that the Imerys Settlement is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Entry of the Confirmation Order shall confirm the Bankruptcy Court's approval, as of the Effective Date of the Plan, of all components of the Imerys Settlement and the Bankruptcy Court's finding that the Imerys Settlement is in the best interests of the Debtors, their respective Estates, and is fair, equitable and reasonable.

10.8.1.3 Upon (i) satisfaction of all conditions of the Imerys Contribution in accordance with the terms of the Plan, (ii) the funding of the Reserves from Cash on hand and/or the Imerys Cash Contribution, and (iii) the transfer of the Talc Personal Injury Trust Assets to the Talc Personal Injury Trust, the Plan shall be deemed to be substantially consummated, notwithstanding any contingent obligations arising from the foregoing. For the avoidance of doubt, Imerys S.A.'s satisfaction of the Imerys Contribution is on behalf of itself and the other Imerys Protected Parties.

10.8.2 Imerys Contribution.

10.8.2.1 Imerys Settlement Funds. On, prior to, or as soon as reasonably practicable after the Effective Date, the Imerys Non-Debtors will contribute, or cause to be contributed, the Imerys Settlement Funds to the Debtors or the Reorganized Debtors, as applicable, which the Debtors or the Reorganized Debtors, as applicable, will contribute to the Talc Personal Injury Trust upon receipt. For the avoidance of doubt, the proceeds from the Sale(s) will be paid by the Buyer to the North American Debtors or the Reorganized North American Debtors, as applicable, upon the close of the Sale(s).

10.8.2.2 Imerys Cash Contribution. On or prior to the Effective Date, the Imerys Non-Debtors will contribute, or cause to be contributed, the following to the Debtors or the Reorganized Debtors, as applicable (the "**Imerys Cash Contribution**"):

a. the balance of the Intercompany Loan to fund administrative expenses during the pendency of the Chapter 11 Cases, as well as certain of the Reserves (with any remaining balance of the Intercompany Loan not otherwise used to fund the Reserves or pay administrative expenses to be contributed to the Talc Personal Injury Trust on or as soon as reasonably practicable after the Effective Date);

b. $5 million (less any amounts already paid and noted in an accounting to the Tort Claimants' Committee and the FCR) for payment of Allowed Claims in Class 3a through inclusion in the Reorganized North American Debtor Cash Reserve or the Disputed Claims Reserve, as applicable (with any remaining balance of the $5 million not otherwise used to fund the Reorganized North American Debtor Cash Reserve or the Disputed Claims Reserve, as applicable, to be contributed to the Talc Personal Injury Trust on or as soon as reasonably practicable after the Effective Date) (the "**Unsecured Claim Contribution**"); and

c. up to $15 million, to the extent the Debtors do not have available Cash after exhaustion of the Intercompany Loan (i) to pay all Administrative Claims in full on the Effective Date and would otherwise be administratively insolvent and (ii) to fund all reserves, costs or expenses required in connection with the Debtors' emergence from bankruptcy; *provided* that Imerys S.A. shall fund such amounts as follows: Imerys S.A. shall pay fifty percent (50%) of such expenses in Cash (in an amount not to exceed $15 million) and fifty percent (50%) shall be funded by a dollar-for-dollar reduction of the Imerys Settlement Funds (in an amount not to exceed $15 million) (the "**Contingent Contribution**").

10.8.2.3 Talc Trust Contribution. On or prior to the Effective Date, the Imerys Non-Debtors have agreed to contribute, or cause to be contributed, the following to the Talc Personal Injury Trust (the "**Talc Trust Contribution**"):

a. rights and interests to the proceeds of the Shared Talc Insurance Policies and all rights against third parties held by the Imerys Non-Debtors relating to Talc Personal Injury Claims, including any related indemnification rights, which for the avoidance of doubt include the J&J Indemnification Obligations, each of which is to be identified in the Plan Supplement (the "**Contributed Indemnity and Insurance Interests**"); and

b. the Talc PI Pledge Agreement.

10.8.2.4 Additional Contribution. On or prior to the Effective Date, the Imerys Non-Debtors have agreed to take the following actions (the "**Additional Contribution**, and together with the Imerys Settlement Funds, the Imerys Cash Contribution, and the Talc Trust Contribution, the "**Imerys Contribution**"):

a. waive all Non-Debtor Intercompany Claims against the Debtors; and

b. unless otherwise assumed by the Buyer, assume any Pension Liabilities of the North American Debtors through and after the Effective Date of the Plan.

10.8.3 Cooperation Agreement. The Debtors, the Imerys Non-Debtors, and the Talc Personal Injury Trust shall enter into the Cooperation Agreement, which shall be included in the Plan Supplement.

10.9 Rio Tinto/Zurich Settlement.

10.9.1 Compromise and Settlement of Claims.

10.9.1.1 Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration of the Rio Tinto/Zurich Contribution and other benefits provided pursuant to the Rio Tinto/Zurich Settlement, the provisions of the Plan effect a compromise and settlement of all Rio Tinto/Zurich Released Claims against the Rio Tinto Protected Parties and the Zurich Protected Parties as provided in Section 12.2.1(c) of the Plan, and the Plan constitutes a request for the Bankruptcy Court to authorize and approve the Rio Tinto/Zurich Settlement and to release all of the Rio Tinto/Zurich Released Claims as provided in Section 12.2.1(c) of the Plan.

10.9.1.2 The provisions of the Plan (including the release and injunctive provisions contained in Article XII of the Plan) and the other documents entered into in connection with the Plan constitute a good faith compromise and settlement among: (i) Rio Tinto, on behalf of itself and the Rio Tinto Captive Insurers, and for the benefit of the Rio Tinto Protected Parties, and Zurich, on behalf of itself and for the benefit of the Zurich Protected Parties, on the one hand, and (ii) the Debtors, on the other hand, and consented to by the Tort Claimants' Committee and the FCR, of claims and controversies among such parties. The Plan, including the explanation set forth in the Disclosure Statement, shall be deemed a

motion to approve the Rio Tinto/Zurich Settlement, including the Rio Tinto/Zurich Settlement Agreement, and the good faith compromise and settlement of all of the claims and controversies described in the Plan pursuant to Bankruptcy Rule 9019, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Rio Tinto/Zurich Settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that the Rio Tinto/Zurich Settlement is (i) fair, equitable, reasonable, and in the best interests of the Debtors and their Estates and (ii) fair and equitable with respect to the persons who might subsequently assert Talc Personal Injury Demands, in light of the benefits provided, or to be provided, to the Talc Personal Injury Trust by and on behalf of the Rio Tinto Protected Parties and the Zurich Protected Parties.

10.9.2 Rio Tinto/Zurich Settlement Contributions.

10.9.2.1 Rio Tinto/Zurich Contribution. Rio Tinto and Zurich will make the following contributions, on behalf of themselves and (in the case of Rio Tinto) on behalf of the Rio Tinto Captive Insurers and for the benefit of the Rio Tinto Protected Parties and (in the case of Zurich) for the benefit of the Zurich Protected Parties, to the Talc Personal Injury Trust, to be used for the payment of Talc Personal Injury Claims in accordance with the Trust Distribution Procedures and the Talc Personal Injury Trust Agreement:

a. *Zurich Cash Contribution*. On or prior to the date that is thirty (30) days after the Rio Tinto/Zurich Trigger Date, Zurich will contribute, or cause to be contributed, $260 million in Cash to the Talc Personal Injury Trust.

b. *Rio Tinto Cash Contribution*. On or prior to the date that is fourteen (14) days after the Rio Tinto/Zurich Trigger Date, Rio Tinto will contribute, or cause to be contributed, $80 million in Cash to the Talc Personal Injury Trust.

c. *Rio Tinto/Zurich Credit Contribution*. On the Rio Tinto/Zurich Trigger Date, or as soon as reasonably practicable thereafter (not to exceed three (3) Business Days), the appropriate Rio Tinto Corporate Parties and the appropriate Zurich Corporate Parties shall each execute and deliver to the Talc Personal Injury Trust, in a form reasonably acceptable to the Talc Personal Injury Trust, an assignment to the Talc Personal Injury Trust of (i) all of their rights to or claims for indemnification, contribution (whether via any "other insurance" clauses or otherwise), or subrogation against any Person relating to the payment or defense of any Talc Personal Injury Claim or any past talc-related claim against the Debtors prior to the Effective Date (the "**Credits**"), and (ii) all of their other rights to or claims for indemnification, contribution (whether via any "other insurance" clauses or otherwise), or subrogation against any Person relating to any Talc Personal Injury Claim (the "**Future Credits**") (together, (i) and (ii), the "**Rio Tinto/Zurich Credit Contribution**"), *provided, however,* that any

such claims for Credits or Future Credits against a Protected Party shall be subject to the Channeling Injunction, and nothing herein shall impact the injunctions and releases otherwise inuring to the benefit of the Protected Parties under the terms of the Plan. Notwithstanding anything else contained in this Section 10.9.2.1(c), the Rio Tinto Corporate Parties and the Zurich Corporate Parties shall retain, and shall not transfer to the Talc Personal Injury Trust, all rights of the Rio Tinto Corporate Parties and the Zurich Corporate Parties against their reinsurers and/or retrocessionaires, in their capacity as such.

10.9.2.2 Rio Tinto/Zurich Settlement Agreement.

a. Pursuant to the Rio Tinto/Zurich Settlement Agreement, Zurich will acquire any and all rights of the Debtors in the Zurich Policies, free and clear of any right, title, or interest of any other Entity, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code. Further, the Rio Tinto Captive Insurers will acquire any and all rights of the Debtors in the Rio Tinto Captive Insurer Policies, free and clear of any right, title, or interest of any other Entity, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code.

b. Confirmation of the Plan will constitute approval of the Rio Tinto/Zurich Settlement Agreement pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and a finding that the Rio Tinto Captive Insurers and Zurich are good-faith purchasers entitled to the protections of section 363(m) of the Bankruptcy Code.

c. For the avoidance of doubt, the Plan Proponents, on the one hand, and Rio Tinto and Zurich, on the other hand, acknowledge that the Zurich Policies in effect from May 2001 through May 2008 are exhausted.

10.9.2.3 Withdrawal of Claims. On the Rio Tinto/Zurich Trigger Date, any and all Claims that the Rio Tinto Corporate Parties or the Zurich Corporate Parties have asserted or that have been asserted on their behalf in the Chapter 11 Cases shall be deemed withdrawn with prejudice. Further, the Rio Tinto Protected Parties and the Zurich Protected Parties shall not file or assert any additional Claims against any of the Debtors arising from any Debtor's conduct prior to the Confirmation Date.

10.9.2.4 Cooperation. Rio Tinto and Zurich shall use reasonable efforts to assist and cooperate with the Talc Personal Injury Trust, Talc Trustees, Talc Trust Advisory Committee, and FCR to pursue the Credits, as set forth in the Rio Tinto/Zurich Settlement Agreement.

10.9.2.5 Releases and Injunctions. Notwithstanding anything to the contrary set forth in the Plan or elsewhere, the Injunctions and the releases contained in Article XII of the Plan shall not be effective as to the Rio Tinto

Protected Parties, the Rio Tinto Captive Insurers, and the Zurich Protected Parties (as applicable) until the Rio Tinto/Zurich Contribution has been made to the Talc Personal Injury Trust in accordance with Section 10.9.2.1 of the Plan.

10.10 Good Faith Compromise and Settlement. The Plan (including its incorporation of the Imerys Settlement and the Rio Tinto/Zurich Settlement), the Plan Documents, and the Confirmation Order constitute a good faith compromise and settlement of Claims and controversies based upon the unique circumstances of these Chapter 11 Cases, and none of the foregoing documents, the Disclosure Statement, or any other papers filed in furtherance of Plan Confirmation, nor any drafts of such documents, may be offered into evidence or deemed as an admission in any context whatsoever beyond the purposes of the Plan, in any other litigation or proceeding, except as necessary, and as admissible in such context, to enforce their terms before the Bankruptcy Court or any other court of competent jurisdiction. The Plan, the Imerys Settlement, the Plan Documents, and the Confirmation Order will be binding as to the matters and issues described therein, but will not be binding with respect to similar matters or issues that might arise in any other litigation or proceeding in which none of the Debtors, the Reorganized Debtors, the Imerys Protected Parties, or the Talc Personal Injury Trust is a party. The Plan, the Rio Tinto/Zurich Settlement, the Plan Documents, and the Confirmation Order will be binding as to the matters and issues described therein, but will not be binding with respect to similar matters or issues that might arise in any other litigation or proceeding in which none of the Debtors, the Reorganized Debtors, the Rio Tinto Protected Parties, the Zurich Protected Parties, or the Talc Personal Injury Trust is a party.

10.11 Resolution of Talc Personal Injury Claims. Talc Personal Injury Claims shall be channeled to and resolved by the Talc Personal Injury Trust in accordance with the Trust Distribution Procedures, as applicable, subject to the right of any Talc Insurance Company to raise any valid Talc Insurer Coverage Defense in response to a demand by the Talc Personal Injury Trust that such insurer handle, defend, or pay any such claim.

10.12 Sources of Consideration for Plan Distributions.

10.12.1 North American Debtor Claims. All Cash consideration necessary for payments or distributions on account of the North American Debtor Claims shall be obtained from (i) the Cash on hand of the North American Debtors on the Effective Date, including Cash derived from business operations and (ii) the Imerys Cash Contribution.

10.12.2 Talc Personal Injury Claims. All Cash consideration necessary for payments or distributions on account of Talc Personal Injury Claims shall be obtained from (i) the Cash on hand of the North American Debtors on the Effective Date, including Cash derived from business operations, other than the Cash placed in the Reserves, if any, (ii) the Imerys Settlement Funds, (iii) the amount of the Imerys Cash Contribution, after such funds have been disbursed in accordance with Section 10.8.2; (iv) all Cash remaining in the Reserves, if applicable, as set forth in Section 10.13 of the Plan; (v) all proceeds from the Talc Personal Injury Trust Assets; and (vi) the Rio Tinto/Zurich Contribution.

10.12.3 ITI Claims. All Cash consideration necessary for payments or distributions under the Plan on account of ITI Claims, for the avoidance of doubt, other

than Talc Personal Injury Claims, shall be obtained from the Cash on hand at Reorganized ITI.

10.12.4 Transfer of Funds Between the North American Debtors. The North American Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable them to satisfy their obligations under the Plan; *provided* that any transfer of funds from ITC to another North American Debtor shall be subject to review by the Information Officer. Except as set forth therein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate or otherwise be affected by the terms of the Plan.

10.12.5 Funding by the Talc Personal Injury Trust. The Talc Personal Injury Trust shall have no obligation to fund costs and expenses other than those set forth in the Plan and/or the Talc Personal Injury Trust Documents, as applicable.

10.13 Transfer of Remaining North American Debtors' Assets to the Talc Personal Injury Trust.

10.13.1 After (i) all Disputed Claims against the North American Debtors have been resolved, and (ii) all Distributions required to be made by the Reorganized North American Debtors under the Plan have been made, all Cash remaining in the Disputed Claims Reserve shall be disbursed to the Talc Personal Injury Trust, in accordance with Section 7.10 of the Plan.

10.13.2 Upon the close of the Chapter 11 Cases, all Cash remaining in the Reorganized North American Debtor Cash Reserve shall be disbursed to the Talc Personal Injury Trust.

10.13.3 Any remaining balance in the Fee Claim Reserve and the Administrative Claim Reserve shall be disbursed to the Talc Personal Injury Trust subject to and in accordance with Sections 2.1 and 2.3 of the Plan.

10.14 Modification of the Plan. To the extent permissible under section 1127 of the Bankruptcy Code, any proposed amendments to or modifications of the Plan under section 1127 of the Bankruptcy Code or as otherwise permitted by law will be submitted jointly by the Plan Proponents, without additional disclosure pursuant to section 1125 of the Bankruptcy Code at any time prior to substantial consummation of the Plan, unless section 1127 of the Bankruptcy Code requires additional disclosure. To the extent permissible under section 1127(b) of the Bankruptcy Code, following substantial consummation of the Plan, the Reorganized Debtors may remedy any defects or omissions or reconcile any inconsistencies in the Plan Documents for the purpose of implementing the Plan in such manner as may be necessary to carry out the purposes and intent of the Plan, so long as (a) the interests of the holders of Allowed Claims are not adversely affected thereby; (b) any such modifications are non-material; (c) the Tort Claimants' Committee and the FCR or, following the Effective Date, the Talc Trust Advisory Committee and the FCR consent; (d) Imerys S.A. consents; and (e) the United States Trustee does not object, unless such objection is overruled by the Bankruptcy Court. Post-Effective Date, any holder of a Claim or Equity Interest

that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified or supplemented pursuant to this Section 10.14, unless the Bankruptcy Court rules otherwise.

10.15 Revocation or Withdrawal of the Plan. The Debtors, with the consent of each of the other Plan Proponents, reserve the right to revoke and withdraw the Plan prior to entry of the Confirmation Order. If the Debtors, with the consent of each of the other Plan Proponents, revoke or withdraw the Plan, or if Confirmation of the Plan as to any Debtor does not occur, then, with respect to such Debtor, the Plan shall be deemed null and void and nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against such Debtor, or any other Entity (including the Plan Proponents), or to prejudice in any manner the rights of such Debtor, or such Entity (including the Plan Proponents) in any further proceedings involving such Debtor.

10.16 Certain Technical Modifications. Prior to the Effective Date, the Plan Proponents collectively may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court, to the extent permissible under section 1127 of the Bankruptcy Code; provided, however, that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Equity Interests under the Plan.

ARTICLE XI
EFFECT OF CONFIRMATION

11.1 Preservation of Certain Estate Causes of Action.

11.1.1 In accordance with section 1123(b) of the Bankruptcy Code, and except where such Estate Causes of Action have been expressly released, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Non-Talc Causes of Action, whether arising before or after the Petition Date. Each Reorganized Debtor's right to commence, prosecute or settle such Non-Talc Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors may pursue the Non-Talc Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors.

11.1.2 No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Non-Talc Cause of Action against them as any indication that the Reorganized Debtors will not pursue the Non-Talc Causes of Action. The Reorganized Debtors expressly reserve all rights to prosecute any and all Non-Talc Causes of Action, except as otherwise expressly provided in the Plan. Unless any of the Non-Talc Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all such Non-Talc Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Non-Talc Causes of Action as a consequence of the Confirmation of the Plan.

11.1.3 Upon the Effective Date, the Reorganized Debtors shall retain and enforce all defenses and counterclaims to all Claims that were or could have been asserted against the Debtors, respectively, or their respective Estates, including, but not limited to, setoff, recoupment and any rights under section 502(d) of the Bankruptcy Code. On or after the Effective Date, the Reorganized Debtors may pursue, settle or withdraw, without Bankruptcy Court approval, such claims, rights, or causes of action (other than the Talc Personal Injury Trust Causes of Action) as they determine in accordance with their best interests.

11.2 Preservation of Talc Personal Injury Trust Causes of Action. On the Effective Date, all Talc Personal Injury Trust Causes of Action shall be transferred to and vested in the Talc Personal Injury Trust. Except as otherwise provided in the Plan or the Confirmation Order, the Talc Personal Injury Trust shall retain and enforce, as the appointed estate representative in accordance with section 1123(b) of the Bankruptcy Code, all Talc Personal Injury Trust Causes of Action, including, but not limited to, setoff, recoupment, and any rights under section 502(d) of the Bankruptcy Code. The transfer of the Talc Personal Injury Trust Causes of Action to the Talc Personal Injury Trust, insofar as they relate to the ability to defend against or reduce the amount of Talc Personal Injury Claims, shall be considered the transfer of a non-exclusive right enabling the Talc Personal Injury Trust to defend itself against asserted Talc Personal Injury Claims, which transfer shall not impair, affect, alter, or modify the right of any Person, including without limitation, the Imerys Protected Parties, the Rio Tinto Protected Parties, the Zurich Protected Parties, an insurer or alleged insurer, or co-obligor or alleged co-obligor, sued on account of a Talc Personal Injury Claim, to assert each and every defense or basis for claim reduction such Person could have asserted had the Talc Personal Injury Trust Causes of Action not been assigned to the Talc Personal Injury Trust.

11.3 Talc Insurance Actions. Any Talc Insurance Action, or the claims and causes of action asserted or to be asserted therein, shall be preserved for the benefit of the Talc Personal Injury Trust, for prosecution by the applicable Debtor(s) until the Effective Date subject to the consent of the FCR and the Tort Claimants' Committee, which shall not be unreasonably withheld. As of the Effective Date, such Talc Insurance Actions along with the rights and obligations of the Debtors and the Reorganized Debtors, as applicable, and the Non-Debtor Affiliates with respect to the Talc Insurance Policies and claims thereunder shall exclusively vest in the Talc Personal Injury Trust in accordance with section 1123(a)(5)(B) of the Bankruptcy Code, and the Talc Personal Injury Trust shall retain and enforce as the appointed estate representative in accordance with section 1123(b)(3)(B)of the Bankruptcy Code all such Talc Insurance Actions. Such Talc Insurance Actions shall be free and clear of all Liens, security interests, and other Claims or causes of action, except for Talc Insurer Coverage Defenses. Upon vesting in the Talc Personal Injury Trust, the prosecution of the Talc Insurance Actions shall be governed by the Talc Personal Injury Trust Documents.

11.4 Insurance Provisions.

11.4.1 The provisions of this Section 11.4 shall apply to all Entities (including, without limitation, all Talc Insurance Companies).

11.4.1.1 Except as provided in the Rio Tinto/Zurich Settlement and any Talc Insurance Settlement Agreement, nothing contained in the Plan, the Plan Documents, or the Confirmation Order, including any provision that purports to be preemptory or supervening, shall in any way operate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or modifying (a) the rights or obligations of any Talc Insurance Company, or (b) any rights or obligations of the Debtors arising out of or under any Talc Insurance Policy. For all issues relating to insurance coverage allegedly provided by the Zurich Corporate Parties or the Rio Tinto Captive Insurers, the provisions, terms, conditions, and limitations of the Rio Tinto/Zurich Settlement shall control. For all other issues relating to insurance coverage, the provisions, terms, conditions, and limitations of the Talc Insurance Policies or applicable Talc Insurance CIP Agreements or Talc Insurance Settlement Agreements shall control. For the avoidance of doubt, nothing contained in the Plan, the Plan Documents, or the Confirmation Order shall operate to require any Talc Insurance Company to indemnify or pay the liability of any Protected Party that it would not have been required to pay in the absence of the Plan.

11.4.1.2 The Plan, the Plan Documents, and the Confirmation Order shall be binding on the Debtors, the Reorganized Debtors, and the Talc Personal Injury Trust. The obligations, if any, of the Talc Personal Injury Trust to pay holders of Talc Personal Injury Claims shall be determined pursuant to the Plan and the Plan Documents. Except as provided in Section 11.4.1.4, none of (a) the Bankruptcy Court's approval of the Plan or the Plan Documents, (b) the Confirmation Order or any findings and conclusions entered with respect to Confirmation, nor (c) any estimation or valuation of Talc Personal Injury Claims, either individually or in the aggregate (including, without limitation, any agreement as to the valuation of Talc Personal Injury Claims) in the Chapter 11 Cases shall, with respect to any Talc Insurance Company, constitute a trial or hearing on the merits or an adjudication or judgment, or accelerate the obligations, if any, of any Talc Insurance Company under its Talc Insurance Policies.

11.4.1.3 No provision of the Plan, other than those provisions contained in the applicable Injunctions set forth in Article XII of the Plan, shall be interpreted to affect or limit the protections afforded to any Settling Talc Insurance Company by the Channeling Injunction or the Insurance Entity Injunction.

11.4.1.4 Nothing in this Section 11.4.1 is intended or shall be construed to preclude otherwise applicable principles of *res judicata* or collateral estoppel from being applied against any Talc Insurance Company with respect to any issue that is actually litigated by such Talc Insurance Company as part of its objections, if any, to Confirmation of the Plan or as part of any contested matter or adversary proceeding filed by such Talc Insurance Company in conjunction with or related to Confirmation of the Plan. Plan objections that are withdrawn prior to the conclusion of the Confirmation Hearing shall be deemed not to have been actually litigated.

11.5 J&J Indemnification Rights and Obligations.

11.5.1 Subject to Section 11.5.5, nothing contained in the Plan, the Plan Documents, or the Confirmation Order, including any provision that purports to be preemptory or supervening, shall in any way operate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or modifying the J&J Indemnification Rights and Obligations. For all issues relating to J&J Indemnification Rights and Obligations, the provisions, terms, conditions, and limitations of any agreements underlying the J&J Indemnification Rights and Obligations shall control.

11.5.2 For the avoidance of doubt, nothing contained in the Plan, the Plan Documents, or the Confirmation Order shall operate to require J&J to indemnify or pay the liability of any Debtor or the Reorganized Debtors that it would not have been required to pay in the absence of the Plan. This Section 11.5.2 in no way modifies, alters or limits the rights and/or obligations set forth in Section 11.5.1 above.

11.5.3 Subject to Section 11.5.5, none of (i) the Bankruptcy Court's confirmation of the Plan or approval of the Plan Documents, (ii) the Confirmation Order or any findings and conclusions entered with respect to Confirmation, nor (iii) any estimation or valuation of any Claims, either individually or in the aggregate in the Chapter 11 Cases shall, with respect to J&J, constitute a trial or hearing on the merits or an adjudication or judgment with respect to any Direct Talc Personal Injury Claim against J&J or any J&J Indemnification Rights and Obligations.

11.5.4 Nothing in this Section 11.5 is intended or shall be construed to preclude otherwise applicable principles of *res judicata* or collateral estoppel from being applied against J&J with respect to any issue that is actually litigated by J&J as part of its objections, if any, to Confirmation of the Plan or as part of any contested matter or adversary proceeding filed by J&J in conjunction with or related to Confirmation of the Plan. Plan objections that are withdrawn prior to the conclusion of the Confirmation Hearing shall be deemed not to have been actually litigated.

11.5.5 For the avoidance of doubt, the provisions of Sections 11.5.1 and 11.5.3 shall not apply to any claim by J&J to indemnification, defense, contribution, or any other right to recovery against any Rio Tinto Protected Party or any Zurich Protected Party, or under any Rio Tinto Captive Insurer Policy or any Zurich Policy, arising out of or relating to any Talc Personal Injury Claim.

11.6 Institution and Maintenance of Legal and Other Proceedings. As of the Effective Date, the Talc Personal Injury Trust shall be empowered to initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve all legal actions and other proceedings related to any asset, liability or responsibility of the Talc Personal Injury Trust, including without limitation the Talc Insurance Actions, Talc Personal Injury Claims, Indirect Talc Personal Injury Claims, the Talc Personal Injury Trust Causes of Action, and the J&J Indemnification Obligations. Without limiting the foregoing, on and after the Effective Date, the Talc Personal Injury Trust shall be empowered to initiate, prosecute, defend, settle, maintain, administer, preserve, pursue and resolve all such actions, in the name of either of the Debtors or the Reorganized Debtors, if deemed

necessary or appropriate by the Talc Personal Injury Trust. The Talc Personal Injury Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the Effective Date arising from or associated with any legal action or other proceeding which is the subject of Article IV of the Plan and shall pay or reimburse all deductibles, self-insured retentions, retrospective premium adjustments, or other charges (not constituting Indirect Talc Personal Injury Claims) which may arise from the receipt of any insurance proceeds by the Talc Personal Injury Trust. Furthermore, without limiting the foregoing, the Talc Personal Injury Trust shall be empowered to maintain, administer, preserve, or pursue the Talc-In-Place Insurance Coverage and the Talc Insurance Action Recoveries.

11.7 Terms of Injunctions and Automatic Stay.

11.7.1 All of the injunctions and/or automatic stays provided for in or in connection with the Chapter 11 Cases, whether pursuant to sections 105, 362, or any other provision of the Bankruptcy Code, Bankruptcy Rules, or other applicable law in existence immediately prior to the Confirmation Date, shall remain in full force and effect until the injunctions become effective pursuant to a Final Order, and shall continue to remain in full force and effect thereafter as and to the extent provided by the Plan, the Confirmation Order, or by their own terms. In addition, on and after Confirmation, the Debtors, with the consent of each of the Plan Proponents, may collectively seek such further orders as they deem necessary or appropriate to preserve the status quo during the time between the Confirmation Date and the Effective Date.

11.7.2 Each of the Injunctions contained in the Plan or the Confirmation Order shall become effective on the Effective Date and shall continue in effect at all times thereafter unless otherwise provided by the Plan or the Confirmation Order.

11.8 The FCR and the Tort Claimants' Committee.

11.8.1 The FCR and the Tort Claimants' Committee shall continue in their official capacities until the Effective Date. The Debtors shall pay the reasonable fees and expenses incurred by the FCR and the Tort Claimants' Committee through the Effective Date, in accordance with the Compensation Procedures Order, the Fee Examiner Order, and the terms of the Plan, including Section 2.3 of the Plan.

11.8.2 After the Effective Date, the official capacities of the FCR and the Tort Claimants' Committee in the Chapter 11 Cases shall be limited to having standing and capacity to (i) prosecute their pre-Effective Date intervention in any adversary proceedings; (ii) object to any proposed modification of the Plan; (iii) object to or defend the Fee Claims of professionals employed by or on behalf of the Estate, or by or on behalf of members of the Tort Claimants' Committee; and (iv) participate in any pending appeals or appeals of the Confirmation Order. Except for the foregoing, the FCR and the members of the Tort Claimants' Committee shall be released and discharged from all further authority, duties, responsibilities, liabilities, and obligations involving the Chapter 11 Cases. Upon the closing of the Chapter 11 Cases, the Tort Claimants' Committee shall be dissolved. The fees and expenses incurred by the FCR and the Tort Claimants' Committee relating to any

post-Effective Date activities authorized hereunder shall be payable from the Administrative Claim Reserve.

11.8.3 Nothing in this Section 11.8 of the Plan shall limit or otherwise affect the rights of the United States Trustee under section 502 of the Bankruptcy Code or otherwise to object to Claims or requests for allowance of DIP Facility Claims, or Fee Claims and other Administrative Claims.

11.9 Expungement of Talc Personal Injury Claims from the Claims Register. On the Effective Date, all Talc Personal Injury Claims filed against the Debtors in the Chapter 11 Cases shall be expunged from the Claims Register, and resolved in accordance with the Trust Distribution Procedures.

ARTICLE XII
RELEASES, INJUNCTION AND EXCULPATION

12.1 Discharge and Injunctions.

12.1.1 Discharge of Claims Against and Termination of Equity Interests in the Debtors. Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, Confirmation of the Plan shall afford each Debtor a discharge to the fullest extent permitted by Bankruptcy Code sections 524 and 1141(d)(1).

12.1.2 **Discharge Injunction. Except as specifically provided in the Plan or the Confirmation Order, from and after the Effective Date, to the maximum extent permitted under applicable law, all Persons that hold, have held, or may hold a Claim, demand or other debt or liability that is discharged, or an Equity Interest or other right of an equity security holder that is terminated pursuant to the terms of the Plan, are permanently enjoined from taking any of the following actions on account of, or on the basis of, such discharged Claims, debts or liabilities, or terminated Equity Interests or rights: (i) commencing or continuing any action or other proceeding of any kind against the Debtors, the Reorganized Debtors, the Talc Personal Injury Trust, or their respective property; (ii) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against the Debtors, the Reorganized Debtors, the Talc Personal Injury Trust, or their respective property; (iii) creating, perfecting, or enforcing any Lien or Encumbrance of any kind against the Debtors, the Reorganized Debtors, the Talc Personal Injury Trust, or their respective property; and (iv) commencing or continuing any judicial or administrative proceeding, in any forum and in any place in the world, that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order (the "Discharge Injunction"). The foregoing injunction shall extend to the successors of the Debtors (including, without limitation, the Reorganized Debtors) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against any Debtor at any time, to the extent that such judgment relates to a discharged Claim or demand.**

12.2 **Releases**.

12.2.1 **Releases by Debtors and Estates.**

(a) **As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the implementation of the Talc Personal Injury Trust, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, causes of action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or their Estates (including any Estate Causes of Action), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Equity Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, their Estates, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission; provided, however, that the Debtors do not release, and the Reorganized Debtors shall retain, the Non-Talc Causes of Action arising out of, or related to, any act or omission of a Released Party that is a criminal act or constitutes fraud, gross negligence, or willful misconduct. The Debtors, and any other newly-formed entities that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the releases set forth in this Section 12.2.1 of the Plan. For the avoidance of doubt, Claims or causes of action arising out of, or related to, any act or omission of a Released Party prior to the Effective Date that is later found to be a criminal act or to constitute fraud, gross negligence, or willful misconduct, including findings after the Effective Date, are not released pursuant to this Section 12.2.1 of the Plan.**

(b) **In furtherance of the Imerys Settlement, on the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the**

Debtors, on their own behalf and as representatives of their respective Estates, the Reorganized Debtors, and the Tort Claimants' Committee and FCR, solely on their own behalf, are deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge each and all of the Imerys Protected Parties of and from (a) all Estate Causes of Action and (b) any and all claims, causes of action, suits, costs, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions and demands whatsoever, of whatever kind or nature (including, without limitation, those arising under the Bankruptcy Code), whether known or unknown, suspected or unsuspected, in law or in equity, which the Debtors, their Estates, the Reorganized Debtors, the Tort Claimants' Committee, or the FCR have, had, may have, or may claim to have against any of the Imerys Protected Parties including without limitation with respect to any Talc Personal Injury Claim (clauses (a) and (b) collectively, the "Imerys Released Claims").

(c) **In furtherance of the Rio Tinto/Zurich Settlement, effective upon the Talc Personal Injury Trust's receipt of the Rio Tinto/Zurich Contribution, for good and valuable consideration, the adequacy of which is hereby confirmed, the Talc Personal Injury Trust, the Debtors, on their own behalf and as representatives of their respective Estates, the Reorganized Debtors, and the Tort Claimants' Committee and FCR, solely on their own behalf, are deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge each and all of the Rio Tinto Protected Parties and the Zurich Protected Parties of and from (a) all Estate Causes of Action and (b) any and all claims, causes of action, suits, costs, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions and demands whatsoever, of whatever kind or nature (including those arising under the Bankruptcy Code), whether known or unknown, suspected or unsuspected, in law or in equity, which the Talc Personal Injury Trust, the Debtors, their Estates, the Reorganized Debtors, the Tort Claimants' Committee, or the FCR have, had, may have, or may claim to have against any of the Rio Tinto Protected Parties and/or the Zurich Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim (collectively, the "Rio Tinto/Zurich Released Claims").**

12.2.2 **Releases by Holders of Claims. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the implementation of the Talc Personal Injury Trust, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, except as otherwise explicitly provided herein, by the Releasing Claim Holders from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, causes of action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims,**

asserted or assertable on behalf of the Debtors or their Estates (including any Estate Causes of Action), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Equity Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, other than Claims or causes of action arising out of, or related to, any act or omission of a Released Party that constitutes fraud, gross negligence or willful misconduct. For the avoidance of doubt, Claims or causes of action arising out of, or related to, any act or omission of a Released Party prior to the Effective Date that is later found to be a criminal act or to constitute fraud, gross negligence, or willful misconduct, including findings after the Effective Date, are not released pursuant to this Section 12.2.2 of the Plan.

12.2.3 **Injunction Related to Releases**. **Except as otherwise provided in the Plan, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively or otherwise, of any claims, commitments, obligations, suits, judgments, damages, demands, debts, causes of action and liabilities released pursuant to the Plan (the "Release Injunction").**

12.3 **The Channeling Injunction and the Insurance Entity Injunction. In order to supplement the injunctive effect of the Discharge Injunction, and pursuant to sections 524(g) and 105(a) of the Bankruptcy Code, the Confirmation Order shall provide for the following permanent injunctions to take effect as of the Effective Date.**

12.3.1 **Channeling Injunction**.

(a) **Terms. To preserve and promote the settlements contemplated by and provided for in the Plan, including the Imerys Settlement and the Rio Tinto/Zurich Settlement, and pursuant to the exercise of the equitable jurisdiction**

and power of the Bankruptcy Court and the District Court under sections 105(a) and 524(g) of the Bankruptcy Code, the sole recourse of any holder of a Talc Personal Injury Claim against a Protected Party (on account of such Talc Personal Injury Claim) shall be the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents, and such holder shall have no right whatsoever at any time to assert its Talc Personal Injury Claim against any Protected Party or any property or interest in property of any Protected Party. On and after the Effective Date, all holders of Talc Personal Injury Claims shall be permanently and forever stayed, restrained, barred, and enjoined from taking any action for the purpose of, directly or indirectly or derivatively collecting, recovering, or receiving payment of, on, or with respect to any Talc Personal Injury Claim against a Protected Party other than from the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents, including, but not limited to:

(i) **commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Protected Party or any property or interests in property of any Protected Party;**

(ii) **enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering, by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against any Protected Party or any property or interests in property of any Protected Party;**

(iii) **creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien of any kind against any Protected Party or any property or interests in property of any Protected Party;**

(iv) **asserting, implementing, or effectuating any setoff, right of reimbursement, subrogation, contribution, or recoupment of any kind, in any manner, directly or indirectly, against any obligation due to any Protected Party or against any property or interests in property of any Protected Party; and**

(v) **taking any act in any manner, and in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan, the Plan Documents, or the Talc Personal Injury Trust Documents or with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Talc Personal Injury Trust, except in conformity and compliance with the Talc Personal Injury Trust Documents.**

(b) **Reservations. Notwithstanding anything to the contrary in <u>Section 12.3.1(a)</u> of the Plan, this Channeling Injunction shall not impair:**

(i) **the rights of holders of Talc Personal Injury Claims to assert such Talc Personal Injury Claims solely against the Talc Personal Injury Trust or otherwise in accordance with the Trust Distribution Procedures;**

(ii) **the rights of holders of Talc Personal Injury Claims to assert such claims against anyone other than a Protected Party;**

(iii) **the rights of Persons to assert any Claim, debt, obligation or liability for payment of Talc Personal Injury Trust Expenses solely against the Talc Personal Injury Trust or otherwise in accordance with the Trust Distribution Procedures; or**

(iv) **the Talc Personal Injury Trust from enforcing its rights explicitly provided to it under the Plan and the Talc Personal Injury Trust Documents.**

(c) **Modifications. There shall be no modification, dissolution, or termination of the Channeling Injunction, which shall be a permanent injunction.**

(d) **Non-Limitation of Channeling Injunction. Nothing in the Plan or the Talc Personal Injury Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan, the releases provided in the Imerys Settlement and the Rio Tinto/Zurich Settlement, or the Talc Personal Injury Trust's assumption of all liability with respect to Talc Personal Injury Claims.**

(e) **Bankruptcy Rule 3016 Compliance. The Plan Proponents' compliance with the formal requirements of Bankruptcy Rule 3016(c) shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.**

(f) **Any Protected Party may enforce the Channeling Injunction as a defense to any Claim brought against such Protected Party that is enjoined under the Plan as to such Protected Party and may seek to enforce such injunction in a court of competent jurisdiction.**

(g) **If a non-Settling Talc Insurance Company asserts that it has rights whether legal, equitable, contractual, or otherwise, of contribution, indemnity, reimbursement, subrogation or other similar claims directly or indirectly arising out of or in any way relating to such insurer's payment of loss on behalf of one or more of the Debtors in connection with any Talc Personal Injury Claim (collectively, "<u>Contribution Claims</u>") against a Settling Talc Insurance Company, (i) such Contribution Claims may be asserted as a defense or counterclaim against the Talc Personal Injury Trust in any Talc Insurance Action involving such non-Settling Talc**

Insurance Company, and the Talc Personal Injury Trust may assert the legal or equitable rights (if any) of the Settling Talc Insurance Company, and (ii) to the extent such Contribution Claims are determined to be valid, the liability (if any) of such non-Settling Talc Insurance Company to the Talc Personal Injury Trust shall be reduced by the amount of such Contribution Claims.

12.3.2 **Insurance Entity Injunction.**

(a) **Purpose. In order to protect the Talc Personal Injury Trust and to preserve the Talc Personal Injury Trust Assets, pursuant to the equitable jurisdiction and power of the Bankruptcy Court, the Bankruptcy Court shall issue the Insurance Entity Injunction; *provided*, *however*, that the Insurance Entity Injunction is not issued for the benefit of any Talc Insurance Company, and no Talc Insurance Company is a third-party beneficiary of the Insurance Entity Injunction, except as otherwise specifically provided in any Talc Insurance CIP Agreement or Talc Insurance Settlement Agreement.**

(b) **Terms Regarding Claims Against Talc Insurance Companies. Subject to the provisions of Sections 12.3.1 and 12.3.2 of the Plan, all Entities that have held or asserted, that hold or assert, or that may in the future hold or assert any claim, demand or cause of action (including any Talc Personal Injury Claim or any claim or demand for or respecting any Talc Personal Injury Trust Expense) against any Talc Insurance Company based upon, attributable to, arising out of, or in any way connected with any such Talc Personal Injury Claim, whenever and wherever arising or asserted, whether in the United States of America or anywhere else in the world, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery with respect to any such claim, demand, or cause of action including, without limitation:**

(i) **commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such claim, demand, or cause of action against any Talc Insurance Company, or against the property of any Talc Insurance Company, with respect to any such claim, demand, or cause of action;**

(ii) **enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Talc Insurance Company, or against the property of any Talc Insurance Company, with respect to any such claim, demand, or cause of action;**

(iii) **creating, perfecting, or enforcing in any manner, directly or indirectly, any Encumbrance against any Talc Insurance Company, or the property of any Talc Insurance Company, with respect to any such claim, demand, or cause of action; and**

(iv) **except as otherwise specifically provided in the Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, directly or indirectly, against any obligation of any Talc Insurance Company, or against the property of any Talc Insurance Company, with respect to any such claim, demand or cause of action;**

***provided*, *however*, that (a) the injunction set forth in this Section 12.3.2(b) shall not impair in any way any (i) actions brought by the Talc Personal Injury Trust against any Talc Insurance Company and (ii) the rights of any co-insured of the Debtors (x) with respect to any Talc Insurance Policy or Talc Insurance CIP Agreement or against any Talc Insurance Company and (y) as specified under any Final Order of the Bankruptcy Court approving a Talc Insurance CIP Agreement; and (b) the Talc Personal Injury Trust shall have the sole and exclusive authority at any time to terminate, or reduce or limit the scope of, the injunction set forth in this Section 12.3.2(b) with respect to any Talc Insurance Company upon express written notice to such Talc Insurance Company, except that the Talc Personal Injury Trust shall not have any authority to terminate, reduce or limit the scope of the injunction herein with respect to any Settling Talc Insurance Company so long as, but only to the extent that, such Settling Talc Insurance Company complies fully with its obligations under any applicable Talc Insurance Settlement Agreement.**

(c) **Reservations. Notwithstanding anything to the contrary above, this Insurance Entity Injunction shall not enjoin:**

(i) **the rights of Entities to the treatment accorded them under the Plan, as applicable, including the rights of holders of Talc Personal Injury Claims to assert such Claims, as applicable, in accordance with the Trust Distribution Procedures;**

(ii) **the rights of Entities to assert any claim, debt, obligation, cause of action or liability for payment of Talc Personal Injury Trust Expenses against the Talc Personal Injury Trust;**

(iii) **the rights of the Talc Personal Injury Trust to prosecute any action based on or arising from the Talc Insurance Policies;**

(iv) **the rights of the Talc Personal Injury Trust to assert any claim, debt, obligation, cause of action or liability for payment against a Talc Insurance Company based on or arising from the Talc Insurance Policies or Talc Insurance CIP Agreements; and**

(v) **the rights of any Talc Insurance Company to assert any claim, debt, obligation, cause of action or liability for payment against any other Talc Insurance Company that is not a Settling Talc Insurance Company, or as otherwise specifically provided in any Talc Insurance CIP Agreement.**

12.4 **<u>Supplemental Settlement Injunction Order</u>. In order to preserve and promote the Imerys Settlement and the Rio Tinto/Zurich Settlement, each of which is incorporated herein, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, the Confirmation Order shall provide for the following permanent injunction to take effect as of the Effective Date.**

(a) **Terms.**

(i) **All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Imerys Released Claims directly or indirectly against the Imerys Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any Imerys Released Claims.**

(ii) **All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Rio Tinto/Zurich Released Claims directly or indirectly against the Rio Tinto Protected Parties (or any of them) and/or the Zurich Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any Rio Tinto/Zurich Released Claims.**

(b) **Any Imerys Protected Party, Rio Tinto Protected Party, or Zurich Protected Party may enforce the Supplemental Settlement Injunction Order as a defense to any Claim brought against such Imerys Protected Party, Rio Tinto Protected Party, or Zurich Protected Party that is enjoined under the Plan as to such Imerys Protected Party, Rio Tinto Protected Party, or Zurich Protected Party and may seek to enforce such injunction in a court of competent jurisdiction.**

12.5 <u>Reservation of Rights</u>. Notwithstanding any other provision of the Plan to the contrary, the satisfaction, release and discharge and the Injunctions set forth in this Article XII shall not be deemed or construed to satisfy, discharge, release or enjoin claims by the Talc Personal Injury Trust, the Reorganized Debtors, or any other Entity, as the case may be, against (a) the Talc Personal Injury Trust for payment of Talc Personal Injury Claims in accordance with the Trust Distribution Procedures, (b) the Talc Personal Injury Trust for the payment of Talc Personal Injury Trust Expenses, or (c) any Talc Insurance Company that has not performed under a Talc Insurance Policy, a Talc Insurance Settlement Agreement, or a Talc Insurance CIP Agreement. Nothing in this <u>Section 12.5</u> is intended or shall be construed to limit the assertion, applicability, or effect of any Talc Insurer Coverage Defense.

12.6 Disallowed Claims and Disallowed Equity Interests. On and after the Effective Date, the Debtors and the Reorganized Debtors shall have no liability or obligation on a Disallowed Claim or a Disallowed Equity Interest, and any order disallowing a Claim or an Equity Interest which is not a Final Order as of the Effective Date solely because of an Entity's right to move for reconsideration of such Final Order pursuant to section 502 of the Bankruptcy Code or Bankruptcy Rule 3008 shall, nevertheless, become and be deemed to be a Final Order on the Effective Date. The Confirmation Order, except as otherwise provided herein, shall constitute a Final Order: (a) in relation to each Debtor disallowing all Claims (other than Talc Personal Injury Claims) and Equity Interests to the extent such Claims and Equity Interests are not allowable under any provision of section 502 of the Bankruptcy Code, including, but not limited to, time-barred Claims and Equity Interests, and Claims for unmatured interest, and (b) in relation to each Debtor disallowing or subordinating to all other Claims, as the case may be, any Claims for penalties, punitive damages or any other damages not constituting compensatory damages.

12.7 **Exculpation. None of the Debtors, the Reorganized Debtors, the Imerys Protected Parties, the Tort Claimants' Committee, the members of the Tort Claimants' Committee in their capacities as such, the FCR, the Information Officer nor any of their respective officers, directors and employees, members, agents, attorneys, accountants, financial advisors or restructuring professionals, nor any other professional Person employed by any one of them, shall have or incur any liability to any Person or Entity for any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases, the negotiation of the Plan, the Disclosure Statement, the releases and Injunctions, the pursuit of Confirmation of the Plan, the administration, consummation and implementation of the Plan or the property to be distributed under the Plan, or the management or operation of the Debtors (except for any liability that results primarily from such Person's or Entity's gross negligence, bad faith or willful misconduct);** ***provided*****,** ***however*****, that this exculpation shall not apply to Talc Insurer Coverage Defenses;** ***provided further*** **that this Section 12.7 shall also apply to any former officer or director of the Debtors that was an officer or director at any time during the Chapter 11 Cases but is no longer an officer or director. In all respects, each and all of such Persons, firms and Entities shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under, or in connection with, the Chapter 11 Cases, the Plan, and the administration of each of them.**

12.8 No Successor Liability. Except as otherwise expressly provided in the Plan, the Reorganized Debtors do not, pursuant to the Plan or otherwise, assume, agree to perform, pay or indemnify any Entity or Person, or otherwise have any responsibility for any liabilities or obligations of the Debtors relating to or arising out of the operations of or assets of the Debtors, whether arising prior to, on or after the Effective Date. Neither the Plan Proponents, the Reorganized Debtors, nor the Talc Personal Injury Trust is, or shall be deemed to be, a successor to any of the Debtors by reason of any theory of law or equity (except as otherwise provided in Article IV of the Plan), and none shall have any successor or transferee liability of any kind or character; *provided*, *however*, the Reorganized Debtors and the Talc Personal Injury Trust shall assume and remain liable for their respective obligations specified in the Plan and the Confirmation Order.

12.9 Corporate Indemnities.

12.9.1 Prepetition Indemnification and Reimbursement Obligations. The respective obligations of the Debtors to indemnify and reimburse Persons who are or were directors, officers or employees of the Debtors on the Petition Date or at any time thereafter through the Effective Date, against and for any obligations pursuant to the articles of incorporation, codes of regulation, bylaws, applicable state or non-bankruptcy law, or specific agreement or any combination of the foregoing, (i) shall survive Confirmation of the Plan and remain unaffected thereby, (ii) are assumed by the Imerys Non-Debtors, and (iii) shall not be discharged under section 1141 of the Bankruptcy Code, irrespective of whether indemnification or reimbursement is owed in connection with any event occurring before, on or after the Petition Date. In furtherance of, and to implement the foregoing, as of the Effective Date the Imerys Non-Debtors shall obtain and maintain in full force insurance for the benefit of each and all of the above-indemnified directors, officers and employees, at levels no less favorable than those existing as of the date of entry of the Confirmation Order, and for a period of no less than three (3) years following the Effective Date.

12.9.2 Plan Indemnity. In addition to the matters set forth above and not by way of limitation thereof, the Imerys Non-Debtors shall indemnify and hold harmless all Persons who are or were officers or directors of the Debtors on the Petition Date or at any time thereafter through the Effective Date on account of and with respect to any claim, cause of action, liability, judgment, settlement, cost or expense (including attorney's fees) on account of claims or causes of action threatened or asserted by any third party against such officers or directors that seek contribution, indemnity, equitable indemnity, or any similar claim, based upon or as the result of the assertion of primary claims against such third party by any representative of the Debtors' Estates.

12.9.3 Limitation on Indemnification. Notwithstanding anything to the contrary set forth in the Plan or elsewhere, the Debtors, the Reorganized Debtors, and the Imerys Non-Debtors, as applicable, shall not be obligated to indemnify and hold harmless any Entity for any claim, cause of action, liability, judgment, settlement, cost or expense that results primarily from (i) such Entity's bad faith, gross negligence or willful misconduct or (ii) a Talc Personal Injury Claim.

12.10 ERISA Pension Plans.

12.10.1 The Debtors are Affiliates of Imerys USA, Inc., C-E Minerals Inc., Kernos Inc., and IMERYS Fused Minerals Niagara Falls, Inc. (collectively "**ERISA Pension Plan Sponsors**"), and members of each of the ERISA Pension Plan Sponsors' controlled group. Specifically, (i) Imerys USA, Inc. is the contributing sponsor of the IMERYS USA Pension Plan, and the IMERYS USA, Inc. Retirement Growth Account Plan, (ii) C-E Minerals, Inc. is the contributing sponsor of the C-E Minerals Inc. Retiree Health Capital Accumulation Plan, (iii) Kernos, Inc. is the contributing sponsor of the Kerneos Inc. Pension Plan for Hourly Employees, and (iv) IMERYS Fused Minerals Niagara Falls, Inc. is the contributing sponsor of the IMERYS Fused Minerals Niagara Falls, Inc. USW Local 4-277 Pension Plan, and the Treibacher Schleifmittel North

America, Inc. Pension Plan For Iam Local 1420. These six pension plans ("**ERISA Pension Plans**") are covered by ERISA and are not modified or affected by any provision of the Plan.

12.10.2 Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, the Bankruptcy Code (including section 1141 of the Bankruptcy Code), or any other document filed in the Chapter 11 Cases shall be construed to exculpate, discharge, release or relieve the Debtors, or any other party (other than the Buyer, unless otherwise provided for in the Asset Purchase Agreement), in any capacity, from any liability or responsibility to PBGC with respect to the ERISA Pension Plans under any law, governmental policy, or regulatory provision. PBGC and the ERISA Pension Plans shall not be enjoined or precluded from enforcing such liability or responsibility, as a result of any of the provisions of the Plan (including those provisions providing for exculpation, satisfaction, release and discharge of Claims), the Confirmation Order, the Bankruptcy Code (including section 1141 of the Bankruptcy Code), or any other document filed in the Chapter 11 Cases. Notwithstanding anything to the contrary herein, the Reorganized Debtors and the Talc Personal Injury Trust shall have no liability on account of the ERISA Pension Plans including but not limited to: (i) any liability as a member of a "Controlled Group" as defined in 29 U.S.C. §1301(a)(14)(A); (ii) pursuant to the federal successor doctrine; or (iii) otherwise.

ARTICLE XIII
JURISDICTION OF BANKRUPTCY COURT

13.1 Jurisdiction. Until the Chapter 11 Cases are closed, the Bankruptcy Court shall retain the fullest and most extensive jurisdiction that is permissible, including the jurisdiction necessary to ensure that the purposes and intent of the Plan are carried out. Except as otherwise provided in the Plan or the Talc Personal Injury Trust Agreement, the Bankruptcy Court shall retain jurisdiction to hear and determine all Claims against and Equity Interests in the Debtors, and to adjudicate and enforce the Talc Insurance Actions, the Talc Personal Injury Trust Causes of Action, and all other causes of action which may exist on behalf of the Debtors. Nothing contained herein shall prevent the Reorganized Debtors or the Talc Personal Injury Trust, as applicable, from taking such action as may be necessary in the enforcement of any Estate Cause of Action, Talc Insurance Action, Talc Personal Injury Trust Cause of Action, or other cause of action which the Debtors have or may have and which may not have been enforced or prosecuted by the Debtors, which actions or other causes of action shall survive Confirmation of the Plan and shall not be affected thereby except as specifically provided herein. Nothing contained herein concerning the retention of jurisdiction by the Bankruptcy Court shall be deemed to be a finding or conclusion that (i) the Bankruptcy Court in fact has jurisdiction with respect to any Talc Insurance Action, (ii) any such jurisdiction is exclusive with respect to any Talc Insurance Action, or (iii) abstention or dismissal of any Talc Insurance Action pending in the Bankruptcy Court or the District Court as an adversary proceeding is or is not advisable or warranted, so that another court can hear and determine such Talc Insurance Action(s). Any court other than the Bankruptcy Court that has jurisdiction over a Talc Insurance Action shall have the right to exercise such jurisdiction.

13.2 General Retention. Following Confirmation of the Plan, the administration of the Chapter 11 Cases will continue until the Chapter 11 Cases are closed by a Final Order of the

Bankruptcy Court. The Bankruptcy Court shall also retain jurisdiction for the purpose of classification of any Claims and the re-examination of Claims which have been Allowed for purposes of voting, and the determination of such objections as may be filed with the Bankruptcy Court with respect to any Claims. The failure by the Plan Proponents to object to, or examine, any Claim for the purposes of voting, shall not be deemed a waiver of the rights of the Debtors, the Reorganized Debtors, or the Talc Personal Injury Trust, as the case may be, to object to or re-examine such Claim in whole or part.

13.3 Specific Purposes. In addition to the foregoing, the Bankruptcy Court shall retain jurisdiction for each of the following specific purposes after Confirmation of the Plan:

(a) to modify the Plan after Confirmation, pursuant to the provisions of the Bankruptcy Code and the Bankruptcy Rules;

(b) to correct any defect, cure any omission, reconcile any inconsistency or make any other necessary changes or modifications in or to the Plan, the Talc Personal Injury Trust Agreement, or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan;

(c) to assure the performance by the Talc Personal Injury Trust and the Disbursing Agent of their respective obligations to make Distributions under the Plan;

(d) to enforce and interpret the terms and conditions of the Plan, the Plan Documents and the Talc Personal Injury Trust Agreement; to enter such orders or judgments, including, but not limited to, injunctions (i) as are necessary to enforce the title, rights and powers of the Reorganized Debtors and the Talc Personal Injury Trust, and (ii) as are necessary to enable holders of Claims to pursue their rights against any Entity that may be liable therefor pursuant to applicable law or otherwise;

(e) to hear and determine any motions or contested matters involving taxes, tax refunds, tax attributes, tax benefits and similar or related matters, including without limitation contested matters arising on account of transactions contemplated by the Plan, or relating to the period of administration of the Chapter 11 Cases;

(f) to hear and determine all applications for compensation of Professionals and reimbursement of expenses under sections 330, 331, or 503(b) of the Bankruptcy Code;

(g) to hear and determine any causes of action arising during the period from the Petition Date through the Effective Date, or in any way related to the Plan or the transactions contemplated hereby, against the Debtors, the Reorganized Debtors, the other Plan Proponents, or the Talc Personal Injury Trust, and their respective current and former officers, directors, stockholders, employees, members, attorneys, accountants, financial advisors, representatives and agents;

(h) to determine any and all motions for the rejection, assumption or assignment of Executory Contracts or Unexpired Leases and the allowance of any Claims resulting therefrom;

(i) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(j) to determine the allowance and/or disallowance of any Claims, including Administrative Claims, against or Equity Interests in the Debtors or their Estates, including, without limitation, any objections to any such Claims and/or Equity Interests, and the compromise and settlement of any Claim, including Administrative Claims, against or Equity Interest in the Debtors or their Estates;

(k) to hear and resolve disputes concerning any reserves under the Plan or the administration thereof;

(l) to determine all questions and disputes regarding title to the assets of the Debtors or their Estates, or the Talc Personal Injury Trust;

(m) to determine all questions and disputes regarding, and to enforce, the Imerys Settlement;

(n) to hear and determine the Talc Insurance Actions, any Talc Personal Injury Trust Cause of Action and any similar claims, causes of action or rights of the Talc Personal Injury Trust to construe and take any action to enforce any Talc Insurance Policy or Talc Insurance CIP Agreement, and to issue such orders as may be necessary for the execution, consummation and implementation of any Talc Insurance Policy or Talc Insurance CIP Agreement, and to determine all questions and issues arising thereunder;

(o) to hear and determine any other matters related hereto, including the implementation and enforcement of all orders entered by the Bankruptcy Court in the Chapter 11 Cases;

(p) to resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose of determining whether a Claim or Equity Interest is discharged hereunder or for any other purpose;

(q) to enter in aid of implementation of the Plan such orders as are necessary, including, but not limited to, the implementation and enforcement of the Releases and the Injunctions described herein; and

(r) to enter and implement such orders as may be necessary or appropriate if any aspect of the Plan, the Talc Personal Injury Trust, or the Confirmation Order is, for any reason or in any respect, determined by a court to be inconsistent with, violative of, or insufficient to satisfy any of the terms, conditions, or other duties associated with any Talc Insurance Policies, *provided however*, (i) such orders shall not impair the Talc Insurer Coverage Defenses or the rights, claims, or defenses, if any, of any Talc Insurance Company that are set forth or provided for in the Plan, the Plan Documents, the Confirmation Order, or any other Final Orders entered in the Debtors' Chapter 11 Cases,

(ii) this provision does not, in and of itself, grant this Court jurisdiction to hear and decide disputes arising out of or relating to the Talc Insurance Policies, and (iii) all interested parties, including any Talc Insurance Company, reserve the right to oppose or object to any such motion or order seeking such relief.

Notwithstanding anything herein to the contrary, however, such retention of jurisdiction by the Bankruptcy Court in this Section 13.3 shall not be deemed to be a retention of exclusive jurisdiction with respect to any matter described in this Section 13.3; rather, any court other than the Bankruptcy Court which has jurisdiction over any matter described in this Section 13.3 shall have the right to exercise such jurisdiction. To the extent that the Bankruptcy Court is not permitted under applicable law to preside over any of the foregoing matters, the reference to the "Bankruptcy Court" in this Article shall be deemed to be replaced by the "District Court." Nothing contained in this Section shall expand the exclusive jurisdiction of the Bankruptcy Court beyond that provided by applicable law.

13.4 District Court Jurisdiction. The District Court shall, without regard to the amount in controversy, retain exclusive jurisdiction after entry of the Affirmation Order to hear and determine any motion to extend the Channeling Injunction to a Talc Insurance Company, and shall be deemed to have withdrawn the reference to the Bankruptcy Court for such purpose.

13.5 Reservation of Rights. Nothing contained in the Plan will (i) constitute a waiver of any claim, right or cause of action that a Debtor, the Reorganized Debtors, or the Talc Personal Injury Trust, as the case may be, may hold against the insurer under any policy of insurance or insurance agreement, except to the extent the insurer is a Settling Insurance Company; or (ii) limit the assertion, applicability or effect of any Talc Insurer Coverage Defense.

13.6 Compromises of Controversies. From and after the Effective Date, the Reorganized Debtors and/or the Talc Personal Injury Trust, as appropriate based on assets and liabilities retained or owed by each respectively, shall be authorized to compromise controversies on such terms as they may determine, in their sole discretion, to be appropriate, without notice to any other party or approval of or notice to the Bankruptcy Court.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

14.1 Closing of Chapter 11 Cases. The Reorganized Debtors shall, promptly after the full administration of each Chapter 11 Case, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close such Chapter 11 Case.

14.2 Timing of Distributions or Actions. If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

14.3 Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), or an instrument, agreement or other document executed under the Plan provides otherwise, the rights, duties and obligations arising

under the Plan, and the instruments, agreements and other documents executed in connection with the Plan, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

14.4 Entire Agreement. The Plan Documents set forth the entire agreement and undertakings relating to the subject matter thereof and supersede all prior discussions, negotiations, understandings and documents. No Entity shall be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof, other than as expressly provided for in the Plan or the other Plan Documents or as may hereafter be agreed to by the affected parties in writing.

14.5 Headings. Headings are utilized in the Plan for convenience and reference only and shall not constitute a part of the Plan for any other purpose.

14.6 Severability. If, prior to entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors (with the consent of Imerys S.A., the Tort Claimants' Committee, and the FCR, which consent shall not be unreasonably withheld), shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with this Section, is valid and enforceable pursuant to its terms.

14.7 Notices. All notices, requests and demands required or permitted to be provided to the Debtors, the Reorganized Debtors, or the Plan Proponents under the Plan, in order to be effective, shall be in writing, and unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, to the addresses set forth below:

THE DEBTORS:

IMERYS TALC AMERICA, INC.,
Attention: Ryan Van Meter, Esq.
100 Mansell Court East, Suite 300
Roswell, Georgia 3007
Telephone: (770) 645-3739
Facsimile: (770) 645-3475
Email: ryan.vanmeter@imerys.com

COUNSEL FOR THE DEBTORS:

RICHARDS, LAYTON & FINGER, P.A.
Mark D. Collins, Esq.

LATHAM & WATKINS LLP
Jeffrey E. Bjork, Esq.

Michael J. Merchant, Esq.
Amanda R. Steele, Esq.
Brett M. Haywood, Esq.
One Rodney Square
920 North King Street
Wilmington, DE 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701
E-mail: collins@rlf.com
merchant@rlf.com
steele@rlf.com
haywood@rlf.com

Kimberly A. Posin, Esq.
Helena G. Tseregounis, Esq.
Shawn P. Hansen, Esq.
355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Telephone: (213) 485-1234
Facsimile: (213) 891-8763
E-mail: jeff.bjork@lw.com
kim.posin@lw.com
helena.tseregounis@lw.com
shawn.hansen@lw.com

- and -

Richard A. Levy, Esq.
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767
E-mail: richard.levy@lw.com

COUNSEL FOR THE TORT CLAIMANTS' COMMITTEE:

ROBINSON & COLE LLP
Natalie D. Ramsey, Esq.
Mark A. Fink, Esq.
1201 North Market Street, Suite 1406
Wilmington, Delaware 19801
Telephone: (302) 516-1700
Facsimile: (302) 516-1699
E-mail: nramsey@rc.com
mfink@rc.com

- and -

Michael R. Enright, Esq.
280 Trumbull Street
Hartford, Connecticut 06103
Telephone: (860) 275-8290
Facsimile: (860) 275-8299
E-mail: menright@rc.com

COUNSEL FOR THE FCR:

YOUNG CONAWAY STARGATT & TAYLOR LLP
Robert S. Brady, Esq.
Edwin J. Harron, Esq.
Sharon M. Zieg, Esq.
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

E-mail: rbrady@ycst.com
eharron@ycst.com
szieg@ycst.com

COUNSEL FOR THE IMERYS PLAN PROPONENTS:

HUGHES HUBBARD & REED LLP
Christopher Kiplok, Esq.
Dustin P. Smith, Esq.
Erin Diers, Esq.
One Battery Park Plaza
New York, New York 10004
Telephone: (212) 837-6000
Facsimile: (212) 422-4726

E-mail: christopher.kiplok@hugheshubbard.com
dustin.smith@hugheshubbard.com
erin.diers@hugheshubbard.com

14.8 Notice to Other Entities. After the occurrence of the Effective Date, the Reorganized Debtors have authority to send a notice to entities providing that to continue to receive documents pursuant to Bankruptcy Rule 2002, such entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002; provided, that neither of: (i) the U.S. Trustee and (ii) counsel of record to Imerys S.A., need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Reorganized Debtors are authorized to limit the list of entities receiving documents pursuant to Bankruptcy Rule 2002 to: (i) the U.S. Trustee; (ii) counsel of record to Imerys S.A.; and (iii) those entities that have filed such renewed requests.

14.9 Plan Supplement. Any and all exhibits, lists, or schedules referred to herein but not filed with the Plan shall be contained in the Plan Supplement to be filed with the Clerk of the Bankruptcy Court prior to the Confirmation Hearing on the Plan, and such Plan Supplement is incorporated into and is part of the Plan as if set forth in full herein. The Plan Supplement will be available for inspection in the office of the Clerk of the Bankruptcy Court during normal court hours, at the website maintained by the Claims Agent (https://case.primeclerk.com/imerystalc), and at the Bankruptcy Court's website (ecf.deb.uscourts.gov).

14.10 Inconsistencies. To the extent the Plan is inconsistent with the Disclosure Statement or other Plan Documents, the provisions of the Plan shall be controlling. To the extent the Plan is inconsistent with the Confirmation Order on the Plan, the provisions of such Confirmation Order shall be controlling.

14.11 Withholding of Taxes. The Disbursing Agent, the Talc Personal Injury Trust or any other applicable withholding agent, as applicable, shall withhold from any assets or property distributed under the Plan any assets or property which must be withheld for foreign, federal, state and local taxes payable with respect thereto or payable by the Person entitled to such assets to the extent required by applicable law.

14.12 Transfer Taxes. Pursuant to section 1146 of the Bankruptcy Code, and to the fullest extent permitted by law, no stamp tax, transfer tax, filing fee, sales or use tax or other similar tax shall be imposed or assessed by any taxing authority on account of (i) the transfer of any assets or property pursuant to the Plan; (ii) the making or delivery of an instrument of transfer under the Plan; or (iii) the termination or extinguishment of any Equity Interests. The appropriate state or

local government officials or agents shall be directed to forego the collection of any such tax and to accept for filing or recordation of any of the foregoing instruments or other documents without the payment of any such tax.

14.13 Binding Effect. The rights, duties and obligations of any Entity named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such Entity.

14.14 Payment of Statutory Fees. All fees payable under section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on or before the Effective Date. The Reorganized Debtors shall pay all such fees that arise after the Effective Date, but before the closing of the Chapter 11 Cases, and shall comply with all applicable statutory reporting requirements.

14.15 Duty to Cooperate. Nothing in the Plan, the other Plan Documents or the Confirmation Order shall relieve (by way of injunction or otherwise) any Entity that is or claims to be entitled to indemnity under a Talc Insurance Policy from any duty to cooperate that may be required by any such insurance policy or under applicable law with respect to the defense and/or settlement of any Claim for which coverage is sought under such Talc Insurance Policy. To the extent that any Entity incurs costs in satisfying such duty to cooperate with respect to Talc Personal Injury Claims, the Talc Personal Injury Trust shall reimburse such Entity for all such reasonable out-of-pocket expenses.

14.16 Effective Date Actions Simultaneous. Unless the Plan or the Confirmation Order provides otherwise, actions required to be taken on the Effective Date shall take place and be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action.

14.17 Consent to Jurisdiction. Upon default under the Plan, the Reorganized Debtors, the Talc Personal Injury Trust, the Talc Trustees, the Tort Claimants' Committee, the FCR, and the Imerys Protected Parties, respectively, consent to the jurisdiction of the Bankruptcy Court, or any successor thereto, and agree that it shall be the preferred forum for all proceedings relating to any such default.

Dated: October 16, 2020
Wilmington, Delaware

IMERYS TALC AMERICA, INC.
(On behalf of itself and each of the Debtors)
/s/
[●]

TORT CLAIMANTS' COMMITTEE
/s/
[●]

FUTURE CLAIMANTS' REPRESENTATIVE
/s/
[●]

IMERYS S.A.
(On behalf of itself and each of the Imerys Plan Proponents)
/s/
[●]

COUNSEL FOR THE PLAN PROPONENTS

COUNSEL FOR THE DEBTORS:

RICHARDS, LAYTON & FINGER, P.A.
Mark D. Collins, Esq.
Michael J. Merchant, Esq.
Amanda R. Steele, Esq.
Brett M. Haywood, Esq.
One Rodney Square
920 North King Street
Wilmington, DE 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701
E-mail: collins@rlf.com
merchant@rlf.com
steele@rlf.com
haywood@rlf.com

LATHAM & WATKINS LLP
Jeffrey E. Bjork, Esq.
Kimberly A. Posin, Esq.
Helena G. Tseregounis, Esq.
Shawn P. Hansen, Esq.
355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Telephone: (213) 485-1234
Facsimile: (213) 891-8763
E-mail: jeff.bjork@lw.com
kim.posin@lw.com
helena.tseregounis@lw.com
shawn.hansen@lw.com

- and -

Richard A. Levy, Esq.
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767
E-mail: richard.levy@lw.com

COUNSEL FOR THE TORT CLAIMANTS' COMMITTEE:

ROBINSON & COLE LLP
Natalie D. Ramsey, Esq.
Mark A. Fink, Esq.
1201 North Market Street, Suite 1406
Wilmington, Delaware 19801
Telephone: (302) 516-1700
Facsimile: (302) 516-1699
E-mail: nramsey@rc.com
mfink@rc.com

- and -

Michael R. Enright, Esq.
280 Trumbull Street
Hartford, Connecticut 06103

COUNSEL FOR THE FCR:

YOUNG CONAWAY STARGATT & TAYLOR LLP
Robert S. Brady, Esq.
Edwin J. Harron, Esq.
Sharon M. Zieg, Esq.
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
E-mail: rbrady@ycst.com
eharron@ycst.com
szieg@ycst.com

Telephone: (860) 275-8290
Facsimile: (860) 275-8299
E-mail: menright@rc.com

COUNSEL FOR THE IMERYS PLAN PROPONENTS:

HUGHES HUBBARD & REED LLP
Christopher Kiplok, Esq.
Dustin P. Smith, Esq.
Erin Diers, Esq.
One Battery Park Plaza
New York, New York 10004
Telephone: (212) 837-6000
Facsimile: (212) 422-4726
E-mail: christopher.kiplok@hugheshubbard.com
dustin.smith@hugheshubbard.com
erin.diers@hugheshubbard.com

<u>EXHIBIT A</u>

Trust Distribution Procedures

See Docket No. 2298.

DocuSign Envelope ID: 557B9626-21A0-4272-A7E5-63A3C88A27CF

<u>EXHIBIT B</u>

Talc Personal Injury Trust Agreement

See Docket No. 2184.

SCHEDULE I

Imerys Corporate Parties

CURRENT AFFILIATES

- 000 CALDERYS
- AFRICA REFRACTORY CONSULTANTS (PTY) LTD
- AKROTIRIO THAHILAS DYO S.A.
- ALMATECH MINERAL INTERNATIONAL LTD
- ALMERIA, SA DE CV
- ALUMICA CANADA INC.
- AMERICARB, INC.
- AMMIN HOLDINGS, INC.
- ANGANG STOLLBERG & SAMIL CO., LTD
- ARDOISIERES D'ANGERS
- AUSTRALIAN VERMICULITE INDUSTRIES (PTY) LTD
- B & B REFRACTORY SERVICES PTY LTD
- CALDERYS ALGERIE SERVICES SPA
- CALDERYS ALGERIE SPA
- CALDERYS AUSTRALIA PTY LTD
- CALDERYS BELGIUM
- CALDERYS CHINA CO., LTD
- CALDERYS DANMARK A/S
- CALDERYS DEUTSCHLAND GMBH
- CALDERYS FINLAND OY
- CALDERYS FRANCE
- CALDERYS IBERICA REFRACTARIOS, SA
- CALDERYS INDIA REFRACTORIES LIMITED
- CALDERYS ITALIA SRL
- CALDERYS JAPAN CO., LTD
- CALDERYS KOREA CO. LTD
- CALDERYS MAGYARORSZAG K.F.T. (HUNGARY)
- CALDERYS NGJ LIMITED
- CALDERYS NORDIC AB
- CALDERYS POLSKA SP. Z.O.O.
- CALDERYS REFRACTARIOS VENEZOLANOS SA
- CALDERYS REFRAKTER
- CALDERYS SOUTH AFRICA (PTY) LTD
- CALDERYS TAÏWAN CO LTD
- CALDERYS THE NETHERLANDS B.V.
- CALDERYS UK LTD
- CALDERYS UKRAINE LTD
- CALDERYS USA, INC.

- CEBO HOLLAND B.V.
- CEBO INTERNATIONAL B.V.
- CEBO MARINE B.V.
- CEBO UK LIMITED
- CHANGBAI CELITE DIATOMITE CO., LTD
- DONBASSKERAMIKA
- DONKAOLIN
- ECCA HOLDINGS (PTY) LTD
- ECCA MINERALS (PTY) LTD
- ECO-BOS DEVELOPMENT LIMITED
- ELMIN BAUXITES SA
- FAGERSTA ELDFASTA AB
- FIBERLEAN TECHNOLOGIE LIMITED
- FIBERLEAN TECHNOLOGIE NA INC.
- FIBERLEAN TECNOLOGIA E SOLUCOES EIRELI
- FOKIS MINING PARK
- GIMPEX-IMERYS INDIA PRIVATE LTD
- GUIYANG JIANAI SPECIAL ALUMINATES
- HARBORLITE AEGEAN ENDUSTRI MINERALLERI SANAYI A.S.
- IMERTECH
- IMERTECH USA, INC.
- IMERYS KILN FURNITURE HUNGARY KFT.
- IMERYS (SHANGHAI) INVESTMENT MANAGEMENT CO., LTD
- IMERYS ADMINISTRATIVE GERMANY GMBH
- IMERYS AL ZAYANI FUSED MINERALS CO. W.L.L.
- IMERYS ALÜMINÄT DIS TICARET
- IMERYS ALUMINATES ASIA PACIFIC PTE LTD
- IMERYS ALUMINATES GMBH
- IMERYS ALUMINATES ITALIA S.R.L.
- IMERYS ALUMINATES LIMITED
- IMERYS ALUMINATES NORDIC AB
- IMERYS ALUMINATES SA
- IMERYS ARGENTINA SRL
- IMERYS ASIA PACIFIC PTE LTD
- IMERYS BELGIUM SA
- IMERYS BENTONITE GEORGIA LTD
- IMERYS BENTONITE HUNGARY KFT
- IMERYS BENTONITE ITALY S.P.A.
- IMERYS CANADA INC.
- IMERYS CARBONATES (THAILAND), LTD
- IMERYS CARBONATES AUSTRIA GMBH
- IMERYS CARBONATES INDIA LIMITED
- IMERYS CARBONATES USA, INC.
- IMERYS CERAMICS (INDIA) PRIVATE LIMITED

- IMERYS CERAMICS (THAILAND) LTD
- IMERYS CERAMICS BRASIL MINERAIS PARA CERAMICAS LTDA
- IMERYS CERAMICS EGYPT
- IMERYS CERAMICS FRANCE
- IMERYS CERAMICS ITALY S.R.L.
- IMERYS CERAMICS MEXICO SA DE CV
- IMERYS CERAMICS NEW ZEALAND
- IMERYS CERAMICS PORTUGAL, SA
- IMERYS CLAYS, INC.
- IMERYS CSI SWITZERLAND SAGL
- IMERYS DIATOMITA ALICANTE, S.A.
- IMERYS DIATOMITA MEXICO, SA DE CV
- IMERYS DO BRASIL COMERCIO
- IMERYS FILTRATION FRANCE
- IMERYS FILTRATION MINERALS, INC.
- IMERYS FUSED MINERALS (YINGKOU) CO., LTD
- IMERYS FUSED MINERALS BEYREDE SAS
- IMERYS FUSED MINERALS DOMODOSSOLA S.P.A.
- IMERYS FUSED MINERALS FRANCE SARL
- IMERYS FUSED MINERALS GREENEVILLE, INC.
- IMERYS FUSED MINERALS GUIZHOU CO. LTD
- IMERYS FUSED MINERALS LAUFENBURG GMBH
- IMERYS FUSED MINERALS MURG GMBH
- IMERYS FUSED MINERALS NIAGARA FALLS, INC.
- IMERYS FUSED MINERALS RUSE D.O.O.
- IMERYS FUSED MINERALS SALTO LTDA
- IMERYS FUSED MINERALS TEUTSCHENTHAL GMBH
- IMERYS FUSED MINERALS VILLACH GMBH
- IMERYS FUSED MINERALS ZSCHORNEWITZ GMBH
- IMERYS GECKO GRAPHITE (NAMIBIA) (PTY) LTD
- IMERYS GECKO HOLDING (NAMIBIA) (PTY) LTD
- IMERYS GECKO OKANJANDE MINING (PTY) LTD
- IMERYS GRAPHITE & CARBON BELGIUM SA
- IMERYS GRAPHITE & CARBON CANADA INC.
- IMERYS GRAPHITE & CARBON JAPAN KK
- IMERYS GRAPHITE & CARBON KOREA
- IMERYS GRAPHITE & CARBON SWITZERLAND SA
- IMERYS HIGH RESISTANCE MINERALS JAPAN KK
- IMERYS INDUSTRIAL MINERALS DENMARK A/S
- IMERYS INDUSTRIAL MINERALS GREECE S.A.
- IMERYS ITATEX SOLUCOES MINERAIS LTDA
- IMERYS KAOLIN, INC.
- IMERYS KILN FURNITURE (THAILAND) CO. LTD
- IMERYS KILN FURNITURE ESPAÑA, SA

- IMERYS METALCASTING FRANCE SARL
- IMERYS METALCASTING GERMANY GMBH
- IMERYS MICA KINGS MOUTAIN, INC.
- IMERYS MIDDLE EAST HOLDING COMPANY W.L.L.
- IMERYS MINERAL AB
- IMERYS MINERAL ARABIA LLC
- IMERYS MINERALES ARGENTINA S.A.
- IMERYS MINERALES CHILE SPA
- IMERYS MINERALES PERU SAC
- IMERYS MINERALI CORSICO SRL
- IMERYS MINERALI SPA
- IMERYS MINERALS (INDIA) PRIVATE LIMITED
- IMERYS MINERALS (TAIWAN) LTD
- IMERYS MINERALS (THAILAND) LTD
- IMERYS MINERALS AUSTRALIA PTY LTD
- IMERYS MINERALS BULGARIA AD
- IMERYS MINERALS CHINA, INC.
- IMERYS MINERALS GMBH
- IMERYS MINERALS HOLDING LIMITED
- IMERYS MINERALS INTERNATIONAL SALES
- IMERYS MINERALS JAPAN KK
- IMERYS MINERALS KOREA LTD
- IMERYS MINERALS LTD
- IMERYS MINERALS MALAYSIA SDN. BHD.
- IMERYS MINERALS NETHERLANDS B.V.
- IMERYS MINERALS OY
- IMERYS MINERALS USA, INC.
- IMERYS MINERALS VIETNAM LIMITED
- IMERYS MINERAUX BELGIQUE SA
- IMERYS MINÉRAUX FRANCE
- IMERYS NEWQUEST (INDIA) PRIVATE LIMITED
- IMERYS OILFIELD MINERALS, INC.
- IMERYS PACIFIC LTD
- IMERYS PARTICIPACOES LTDA
- IMERYS PCC FRANCE
- IMERYS PCC UK
- IMERYS PERFORMANCE AND FILTRATION MINERALS PRIVATE LIMITED
- IMERYS PERLITA BARCELONA, S.A.
- IMERYS PERLITE SARDINIA S.R.L.
- IMERYS PERLITE USA, INC.
- IMERYS PIGMENTS (QINGYANG) CO., LTD
- IMERYS PIGMENTS (WUHU) CO., LTD
- IMERYS RE
- IMERYS REFRACTORY MINERALS CLERAC

- IMERYS REFRACTORY MINERALS GLOMEL
- IMERYS REFRACTORY MINERALS INTERNATIONAL SALES
- IMERYS REFRACTORY MINERALS SOUTH AFRICA (PTY) LTD
- IMERYS REFRACTORY MINERALS USA, INC.
- IMERYS RIO CAPIM CAULIM SA
- IMERYS SERAMIK HAMMADDELERI SANAYI VE TICARET LIMITED SIRKETI
- IMERYS SERVICES
- IMERYS SERVICES GERMANY GMBH & CO. KG
- IMERYS SERVICES GREECE
- IMERYS SOUTH AFRICA (PTY) LTD
- IMERYS SOUTH EUROPE, S.L.
- IMERYS SPECIALITIES JAPAN CO., LTD
- IMERYS STEELCASTING DO BRASIL LTDA
- IMERYS STEELCASTING INDIA PRIVATE LIMITED
- IMERYS STEELCASTING USA, INC.
- IMERYS TABLEWARE CR S.R.O.
- IMERYS TABLEWARE DEUTSCHLAND GMBH
- IMERYS TABLEWARE FRANCE
- IMERYS TALC AUSTRALIA PTY LTD
- IMERYS TALC AUSTRIA GMBH
- IMERYS TALC BELGIUM
- IMERYS TALC EUROPE
- IMERYS TALC FINLAND OY
- IMERYS TALC GERMANY GMBH
- IMERYS TALC ITALY S.P.A. [1]
- IMERYS TALC LUZENAC FRANCE
- IMERYS TALC MEXICO, SA DE CV
- IMERYS TALC SPAIN, S.A.
- IMERYS TALC UK HOLDING LTD
- IMERYS TCSI SWITZERLAND SAGL
- IMERYS TRADING MINERALS EGYPT
- IMERYS TRUSTEES LTD
- IMERYS UK FINANCE LIMITED
- IMERYS UK LTD
- IMERYS UK PENSION FUND TRUSTEES LTD
- IMERYS USA, INC.
- IMERYS WOLLASTONITE USA, LLC
- IMERYS ZHEJIANG ZIRCONIA CO., LTD
- INDUSTRIA MACINAZIONE MINERALI PER L'INDUSTRIA CERAMICA S.P.A
- INDUSTRIAL MINERALS OF GREECE
- ISOCON S.A.

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[1] Imerys Talc Italy S.p.A. is only an Imerys Corporate Party to the extent it does not commence a bankruptcy case.

- KAOLIN AUSTRALIA PTY LTD
- KENTUCKY-TENNESSEE CLAY COMPANY
- KERNEOS (CHINA) ALUMINATE TECHNOLOGIES CO., LTD
- KERNEOS AUSTRALIA PTY LTD
- KERNEOS CORPORATE SAS
- KERNEOS DO BRASIL COMERCIAL LTDA
- KERNEOS GROUP SAS
- KERNEOS HOLDING NORTHERN EUROPE LIMITED
- KERNEOS INC.
- KERNEOS INDIA ALUMINATE PRIVATE LIMITED
- KERNEOS INDIA ALUMINATE TECHNOLOGIES PRIVATE LIMITED
- KERNEOS SOUTHERN AFRICA PTY LTD
- KINTA POWDERTEC SDN. BHD
- LATOMIA N. KORAKAS SA
- LAVIOSA CHIMICA MINERARIA SPA
- LAVIOSA PROMASA S.A.
- LINJIANG IMERYS DIATOMITE CO., LTD
- LIQUID QUIMICA MEXICANA, SA DE CV
- LLC IMERYS ALUMINATES
- METALLEION METALLEYMATON
- MICRON-ITA INDUSTRIA E COMERCIO DE MINERAIS LTDA
- MICRON-ITA MINERACAO LTDA
- MIKRO MINERAL ENDUSTRIYEL MINERALLER SANAYI VE TICARET A.S.
- MILOS INITIATIVE
- MILOS MINING MUSEUM
- MINERA ROCA RODANDO S.DE R.L. DE C.V.
- MINERAL RESOURCES DEVELOPMENT (M.R.D.) CO. LTD
- MINERALIEN SCHIFFAHRT SPEDITION UND TRANSPORT GMBH - MST
- MINVEN - (C-E MINERALES DE VENEZUELA)
- MIRCAL
- MIRCAL AUSTRALIA PTY LTD
- MIRCAL BRESIL
- MIRCAL DE MEXICO SA DE CV
- MIRCAL EUROPE
- MIRCAL ITALIA SPA
- MONREFCO GMBH
- MRD-ECC CO. LTD
- MSL MINERAIS S.A.
- NIIGATA GCC LTD
- NIPPON POWER GRAPHITE CO., LTD
- NORTH AFRICAN INDUSTRIAL MINERAL EXPLORATION SARL - NAIMEX
- NYCO MINERALS, LLC
- ORGANIK MADENCILIK AS
- PABALK MADEN SANAYI VE TICARET A.S.

- PARIMETAL
- PARNASSE TRENTE DEUX
- PERAMIN AB
- PERGEM MINERAL MADENCILIK SANAYI VE TICARET AS
- PGB SA
- PLIBRICO INSTALLACIONES REFRACTARIAS
- PPSA
- PPSA OVERSEAS LTD
- PT BINAH SURINDAH CEMERLANG
- PT ESENSINDO CIPTA CEMERLANG
- PT IMERYS CERAMICS INDONESIA
- PT INDOPORLEN
- PT INDOPORLEN SAKTI
- PT STOLLBERG - SAMIL INDONESIA
- PYRAMAX CERAMICS SOUTHEAST, LLC
- QA REFRACTORIES (PTY) LTD
- QINGDAO STOLLBERG & SAMIL CO., LTD
- QS ABRASIVI MARENGO SRL
- QUARTZ CORP (SHANGHAÏ) CO., LTD
- RECLAYM LIMITED
- REFRACTORY MINERALS (PTY) LTD
- RT 043 MINERACAO LTDA
- RUMICO FEUERFESTE BAUSTOFFE GMBH
- S&B BENTONITE CHAOYANG CO., LTD
- S&B ENDUSTRIYEL MINERALLER A.S.
- S&B HOLDING GMBH
- S&B INDUSTRIAL MINERALS (HENAN) CO., LTD
- S&B INDUSTRIAL MINERALS MOROCCO S.A.R.L.
- S&B INDUSTRIAL MINERALS SPAIN S.L.U.
- S&B MINERALS FINANCE SARL
- S&B MINERALS PARTICIPATIONS SARL
- S&B WINES S.A.
- SAMREC (PTY) LTD
- SERVICIOS PIEDRA TUMBANTE S.DE R.L. DE C.V.
- SHANDONG IMERYS MOUNT TAI CO., LTD
- SIBIMIN OVERSEAS LTD
- SPRINDEALS SIX PTY LTD
- STOLLBERG & SAMI CO., LTD
- TERMORAK (THAILAND) CO LTD
- THE QUARTZ CORP AS
- THE QUARTZ CORP SAS
- THE QUARTZ CORP USA
- TYGERKLOOF MINING (PTY) LTD
- US CERAMICS LLC

- VATUTINSKY KOMBINAT VOGNETRYVIV
- VERMICULITA Y DERIVADOS, SL
- VOUGIOUKLI QUARRIES AVEE
- XINYANG ATHENIAN MINING CO., LTD
- YBB CALCIUM PRODUCTS CO. LTD
- YUEYANG IMERYS ANTAI MINERALS CO., LTD
- ZHENGZHOU JIANAI SPECIAL ALUMINATES CO., LTD

FORMER AFFILIATES

- 11656490 CANADA INC.
- ADVANCED MINERALS CORPORATION
- AKROTIRIO TRAHILAS TRIA S.A.
- AMERICAN TRIPOLI, INC.
- ANADOLU PERLIT MEDENCILIK SANAYI
- ARC FUSED ALUMINA
- ARDOISE ET JARDIN
- AREFCON B.V.
- AREFCON HISMA B.V.
- ASSOS MERMER SANAYI VE TICARET LTD SIRKETI
- BAOTOU JINGYUAN GRAPHITE CO., LTD
- BLX TRADING SAS
- CALDERYS CHINA
- CALDERYS CZECH S.R.O
- CALDERYS DE MEXICO SA DE CV
- CALDERYS NORWAY AS
- CAPTELIA
- CARBONATOS ANDINOS SA
- C-E NEWELL, INC.
- CELITE MEXICANA, SA DE CV
- CHARGES MINERALES DU PERIGORD - CMP
- CHOICEWISE LIMITED
- CONDIMENTUM OY
- COVEO
- DALIAN JINSHENG FINE CHEMICAL INDUSTRY CO., LTD
- DAMOLIN ETRECHY
- DAMOLIN GMBH
- DAMOLIN INVESTMENT A/S
- DOLPHIN FELDSPAR PRIVATE LIMITED
- DOYET TERRE CUITE
- ECC OVERSEAS INVESTMENTS LTD
- ECC PACIFIC (AUSTRALIA) PTY LTD
- ECCA CALCIUM PRODUCTS, INC.
- EDWIN H. BRADLEY HOLDINGS LTD

- ELMIN BAUXITES S.R.L.
- ENGLISH CHINA CLAYS LTD
- EUROARGILLE
- EUROPE COMMERCE REFRACTORY
- FEL-MAC COMPANY LLC
- GOONAMARRIS LIMITED
- GRAN BIANCO CARRARA SRL
- GUIZHOU S&B NEW-TYPE MATERIALS CO., LTD
- GUIZHOU STAR MINERALS CO., LTD
- GUNUNG IMBANGAN SDN. BHD
- HARBORLITE (UK) LTD
- HJM INDUSTRIES SDN. BHD
- IGM FOR FIBRE GLASS
- IMERPLAST UK LIMITED
- IMERYS (SHANGHAÏ) FILTRATION MINERALS TRADING CO., LTD
- IMERYS ADVANCED MATERIALS (YINGKOU) CO., LTD
- IMERYS BENTONITE USA, LLC
- IMERYS CALCIUM SOLUTIONS AUSTRIA GMBH
- IMERYS CANADA 2004, INC.
- IMERYS CANADA LP
- IMERYS CARBONATES LLC
- IMERYS CERAMICS ESPAÑA
- IMERYS CERAMICS ITALIA
- IMERYS FINE CHEMICAL (CHANGSHU) CO., LTD
- IMERYS FUSED MINERALS (TAICANG) CO., LTD
- IMERYS FUSED MINERALS (ZIBO) CO., LTD
- IMERYS FUSED MINERALS HULL LIMITED
- IMERYS GRAPHITE & CARBON (CHANGZHOU) CO., LTD
- IMERYS GRAPHITE & CARBON GERMANY GMBH
- IMERYS GRAPHITE & CARBON USA, INC.
- IMERYS KAOLIN BELGIUM
- IMERYS KILN FURNITURE FRANCE
- IMERYS MICA SUZORITE INC.
- IMERYS MINERALES ESPANA, S.L.
- IMERYS MINERALES PERU S.A.C.
- IMERYS MINERALES SANTIAGO LIMITADA
- IMERYS MINERALI GAMALERO SRL
- IMERYS MINERALS (HEZHOU) CO., LTD
- IMERYS MINERALS CALIFORNIA, INC.
- IMERYS MINERALS HONG KONG LIMITED
- IMERYS MINERAUX DE TUNISIE "IMT"
- IMERYS MINING DEVELOPMENT (QINGYANG) CO., LTD
- IMERYS PAPER CARBONATES LLC
- IMERYS PERLITA PAULINIA MINERAIS LTDA

- IMERYS PIGMENTS TRADING (SHANGHAI) CO., LTD
- IMERYS PIGMENTS, INC.
- IMERYS REFRACTARIOS PARTICIPACOES MONTE DOURADO LTDA
- IMERYS REFRACTORY MINERALS JAPAN KK
- IMERYS TABLEWARE BALKANS SRL
- IMERYS TABLEWARE GUANGZHOU CO., LTD
- IMERYS TABLEWARE NEW ZEALAND LTD
- IMERYS TALC CALIFORNIA, INC.
- IMERYS TALC DELAWARE, INC.
- IMERYS TALC OHIO, INC.
- IMERYS TC
- IMERYS TECHNOLOGY CENTER AUSTRIA GMBH
- IMERYS TOITURE BELGIE N.V.
- IMERYS VOSTOK
- IMERYS WINDFARM PROJECT LTD
- IMERYS YILONG ANDALUSITE (XINJIANG) CO, LTD
- IMPALA ADMINCO LTD
- INDUSTRIALMIN
- ITACA S.R.L.
- KAOLINS DE NOZAY (SOCIÉTÉ ANONYME DES)
- KAOPOLITE, INC.
- KERAPLAN GMBH
- KERN TECH 1
- KERN TECH 2
- KERN TECH 3
- KERNEOS DE MEXICO SA DE CV
- KERNEOS ESPANA SL
- KERNEOS HOLDING GROUP SAS
- KERNEOS HOLDING NORTH AMERICA, INC.
- KERNEOS POLSKA SP. Z.O.O.
- KERNEOS SERVICIOS SA DE CV
- KILITEAM V
- KORUND D.O.O.
- KPCL K.V.S.
- LA FRANCAISE DES TUILES ET BRIQUES
- L-IMERYS INDUSTRIA E COMERCIO DE CAL LTDA
- LUXOL PHOTOVOLTAICS SN
- LUZENAC MICRO MILLING LIMITED
- MAGEMO SCI
- MASSA MINERALI SRL
- MATISCO DEVELOPPEMENT
- METRAMCO (PTY) LTD
- MINERAL HOLDINGS, INC.
- MINERALS MILLING TUNISIA

- MINERALS TRADING, INC.
- MIRCAL ARGENTINA SRL
- MIRCAL ASIA
- MIRCAL CHILI
- MIRCAL TALC HOLDING
- MSL OVERSEAS LTD
- MULLITE COMPANY OF AMERICA – MULCOA
- N.G. JOHNSON (NORTHERN) HOLDINGS LIMITED
- N.G. JOHNSON LIMITED
- NIZEROLLES
- NYCO MINERALS CANADA, INC.
- PANSHI HUANYU WOLLASTONITE CO., LTD
- PARNASSE TRENTE ET UN
- PARNASSE TRENTE TROIS
- PARNASSE VINGT DEUX
- PERU MINERALS CORPORATION
- PERUCO, INC.
- PLIBRICO LTD
- PLR REFRACTAIRES SAS U
- PROFIMO
- PROPERTY COMPANY ONE
- PROPERTY COMPANY TWO
- PYRAMAX CERAMICS ARKANSAS, LLC
- PYRAMAX CERAMICS, LLC
- QUARTZ DE MAURITANIE SA
- RECURSOS MINERALES DEL NORTE, SA DE CV
- S&B INDUSTRIAL MINERALS (SHANGHAI) CO., LTD
- S&B INDUSTRIAL MINERALS (TIANJIN) CO., LTD
- S&B MINERALS LIMITED
- S&B MINERALS PARTICIPATIONS 2 SARL
- S&B MINERALS PARTICIPATIONS LLC
- S&B MINERALS US HOLDING GMBH
- S&B MINERALS VERWALTUNG GMBH
- SAMREC VERMICULITE (ZIMBABWE) (PRIVATE) LTD
- SCEA STE COLOMBE
- SCOVER PLUS
- SEG
- SET LININGS GMBH
- SIDEX MONOLITHIQUES SRL
- SILLA DE PAITA S.A.C.
- SLS BAUSTOFFE GESELLSCHAFT MBH
- SOCIEDAD MINERA CELITE DEL PERU SA
- SOCIETE DE VALORISATION DES MINERAUX INDUSTRIELS SAS
- SOTRIVAL

- TALIMMO
- TENNESSEE ELECTRO MINERALS, INC. – TECO
- TERMORAK AB
- TERMORAK OY
- TOKAI CERAMICS CO., LTD
- TREIBACHER SCHLEIFMITTEL ABRASIVES KAILI CO., LTD
- TREIBACHER SCHLEIFMITTEL ASIA LTD
- TREIBACHER SCHLEIFMITTEL INTERNATIONALE VERTRIEBS MBH
- TREIBACHER SCHLEIFMITTEL ITALIA P. MAROZZI & CO SAS
- UCM GROUP LTD
- UCM MAGNESIA, INC.
- UNITEC CERAMICS LIMITED
- VERMICULITE INTERNATIONAL SALES
- WORLD MINERALS AMERICA LATINA, SA
- WORLD MINERALS USD LLC
- WORLD MINERALS USD SARL
- ZHENGZHOU TREIBACHER SCHLEIFMITTEL TENGDA ABRASIVES CO., LTD

SCHEDULE II

Imerys Plan Proponents

1. ALMATECH MINERAL INTERNATIONAL LIMITED
2. IMERTECH
3. IMERYS (SHANGHAI) INVESTMENT MANAGEMENT CO., LTD.
4. IMERYS CANADA INC.
5. IMERYS CARBONATES USA
6. IMERYS CLAYS, INC.
7. IMERYS DIATOMITA MEXICO, SA DE CV
8. IMERYS DO BRASIL COMERCIO DE EXTRAÇAO DE MINÉRIOS
9. IMERYS FILTRATION MINERALS, INC.
10. IMERYS GRAPHITE & CARBON CANADA INC.
11. IMERYS HIGH RESISTANCE MINERALS JAPAN KK
12. IMERYS ITATEX SOLUCOES MINERAIS LTDA
13. IMERYS MICA KINGS MOUNTAIN INC.
14. IMERYS MINERALI SPA
15. IMERYS MINERALS AUSTRALIA PTY LTD
16. IMERYS MINERALS INTERNATIONAL SALES S.A.
17. IMERYS MINERALS KOREA LTD
18. IMERYS PERFORMANCE AND FILTRATION MINERALS PRIVATE LIMITED
19. IMERYS RIO CAPIM CAULIM S.A.
20. IMERYS SERVICES
21. IMERYS SPECIALITIES JAPAN CO. LIMITED
22. IMERYS TALC AUSTRALIA PTY LTD
23. IMERYS TALC AUSTRIA GMBH
24. IMERYS TALC BELGIUM
25. IMERYS TALC EUROPE
26. IMERYS TALC ITALY S.P.A.[1]
27. IMERYS TALC LUZENAC FRANCE
28. IMERYS USA, INC.
29. IMERYS WOLLASTONITE USA, LLC
30. KENTUCKY-TENNESSEE CLAY COMPANY
31. MINERA ROCA RODANDO S. DE. R.L. DE C.V.
32. NYCO MINERALS, LLC

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[1] Imerys Talc Italy S.p.A. is only an Imerys Plan Proponent to the extent it does not commence a bankruptcy case.

SCHEDULE III

Rio Tinto Captive Insurer Policies

Issuing Insurer	Policy No.	Policy Period
Metals and Minerals Insurance Pte. Limited	M&M GL/97-98/001	5/31/1997 - 5/31/1998
Three Crowns Insurance Company Limited	98162	5/31/1998 - 5/31/1999
Three Crowns Insurance Company Limited	98162	5/31/1999 - 5/31/2000
Three Crowns Insurance Company Limited	98162	5/31/2000 - 5/31/2001
Three Crowns Insurance Company Limited	98162/01	5/31/2001 - 5/31/2002
Three Crowns Insurance Company Limited	98162/02	5/31/2002 - 5/31/2003
Three Crowns Insurance Company Limited	98162/02A	5/31/2002 - 5/31/2003
Three Crowns Insurance Company Limited	98162/02B	5/31/2002 - 5/31/2003
Three Crowns Insurance Company Limited	98162/03	5/31/2003 - 5/31/2004
Three Crowns Insurance Company Limited	98162/04	5/31/2004 - 5/31/2005

Issuing Insurer	Policy No.	Policy Period
Three Crowns Insurance Company Limited	98162/05	5/31/2005 - 5/31/2006
Three Crowns Insurance Company Limited	98162/06/A	5/31/2006 - 5/31/2007
Falcon Insurance Ltd.	98162/06/C	5/31/2006 - 5/31/2007
Metals and Minerals Insurance Pte. Limited	98162/07/B	5/31/2007 - 5/31/2008
Falcon Insurance Ltd.	98162/07/C	5/31/2007 - 5/31/2008
Metals and Minerals Insurance Pte. Limited	98162/08/B	5/31/2008 - 5/31/2009
Falcon Insurance Ltd.	98162/08/C	5/31/2008 - 5/31/2009
Metals and Minerals Insurance Pte. Limited	98162/09/B	5/31/2009 - 5/31/2010
Falcon Insurance Ltd.	98162/09/C	5/31/2009 - 5/31/2010
Metals and Minerals Insurance Pte. Limited	98162/10/B	5/31/2010 - 5/31/2011
Falcon Insurance Ltd.	98162/10/C	5/31/2010 - 5/31/2011
Metals and Minerals Insurance Pte. Limited	98162/11/B	5/31/2011 - 5/31/2012
Falcon Insurance Ltd.	98162/11/C	5/31/2011 - 5/31/2012

SCHEDULE IV

Rio Tinto Corporate Parties

- 10029734 Canada Inc.
- 1043802 Ontario Ltd
- 10676276 Canada Inc.
- 10676284 Canada Inc.
- 11091905 Canada Inc.
- 1109723 B.C. Ltd.
- 201 Logistics Center, LLC
- 46106 YUKON INC.
- 46117 YUKON INC.
- 535630 YUKON INC.
- 7600 West Center, LLC
- 7999674 CANADA INC.
- 9539549 CANADA INC.
- AGM Holding Company Pte. Ltd.
- Alcan Alumina Ltda.
- Alcan Asia Limited
- Alcan Betriebs- und Verwaltungsgesellschaft GmbH
- Alcan Chemicals Limited
- Alcan Composites Brasil Ltda
- Alcan Corporation
- Alcan Farms Limited
- Alcan Finances USA LLC
- Alcan Gove Development Pty Limited
- Alcan Holdings Australia Pty Limited
- Alcan Holdings Europe B.V.
- Alcan Holdings Nederland B.V.
- Alcan Holdings Switzerland AG (SA/Ltd.)
- Alcan International Network U.S.A. Inc.
- Alcan Lebensmittelverpackungen GmbH
- Alcan Management Services (Shanghai) Co., Ltd.
- Alcan Management Services Canada Limited / Societe de Services de Gestion Alcan Canada Limitee
- Alcan Northern Territory Alumina Pty Limited
- Alcan Packaging Mühltal Gmbh & Co. KG
- Alcan Primary Metal Australia Pty Ltd
- Alcan Primary Products Company LLC
- Alcan Primary Products Corporation
- Alcan Realty Limited / Societe Immobiliere Alcan Limitee

- Alcan South Pacific Pty Ltd
- Alcan Trading AG (SA/Ltd.)
- Alufluor AB
- Aluminerie Alouette Inc.
- Aluminerie De Bécancour, Inc.
- Aluminium & Chemie Rotterdam B.V.
- Aluminium Pechiney
- Aluminum Company of Canada Limited / Aluminium du Canada Limitee
- AML Properties Pty Ltd
- Anglesey Aluminium Metal Limited
- AP Service
- Argyle Diamond Mines Pty Limited
- Argyle Diamonds Limited
- Ashton Mining Pty Ltd
- Ashton Nominees Pty Limited
- Asia Gold Mongolia LLC
- Asia Naran Bulag LLC
- Asia Now Resources Corp
- Australian Coal Holdings Pty. Limited
- Australian Mining & Smelting Pty Ltd
- Balkhash Saryshagan LLP
- Bao-HI Ranges Joint Venture
- Beasley River Joint Venture
- Beasley River Management Pty Limited
- Beasley River Marketing Pty Ltd
- Beasley River Mining Pty Limited
- Beijing Iron Ore Trading Centre Corporation
- Bektau B.V.
- Boké Investment Company
- Boke Personnel Limited
- Boké Services Company SA
- Boké Services Management, Inc.
- Boké Trading Inc.
- Borax España, S.A.
- Borax Europe Limited
- Borax Francais
- Borax Malaysia Sdn Bhd
- Borax Rotterdam N.V.
- Boyne Smelters Limited
- British Alcan Aluminium Limited
- C.V.G. Bauxilum C.A.
- Canning Resources Pty Limited
- CanPacific Potash Inc.
- Cape Bougainville Joint Venture

- Capricorn Diamonds Investments Pty Limited
- Carol Lake Company Ltd.
- Cathjoh Holdings Pty Limited
- Champlain Reinsurance Company Ltd.
- Channar Management Services Pty Limited
- Channar Mining Joint Venture
- Channar Mining Pty Ltd
- Chinalco Rio Tinto Exploration Co. Ltd
- Chlor Alkali Unit Pte Ltd
- CIA. Inmobiliaria e Inversiones Cosmos S.A.C.
- Compagnie des Bauxites de Guinée
- Compania de Transmision Sierraoriente S.A.C.
- Consórcio de Alumínio do Maranhão
- CRA Investments Pty. Limited
- CRA Pty Ltd
- Dampier Salt Limited
- Daybreak Development LLC
- Daybreak Property Holdings LLC
- Daybreak Secondary Water Distribution Company
- Daybreak Water Holding LLC
- DB Medical I LLC
- DBVC1 LLC
- Diamond Producers Association Limited
- Diavik Diamond Mines (2012) Inc.
- Diavik Joint Venture
- Donkerpoort Iron Ltd
- East Kalimantan Coal Pte. Ltd
- Eastland Management Inc.
- Electric Power Generation Limited
- Elysis Limited Partnership / Elysis Societe en Commandite
- Empresa de Mineracao Finesa Ltda.
- Enarotali Gold Project Limited
- Endurvinnslan Ltd.
- Energy Resources of Australia Ltd
- Entrée Resources Ltd.
- Exeltium
- EXELTIUM 2
- Fabrica De Plasticos Mycsa, S.A.
- Falcon Insurance Ltd.
- Flambeau Mining Company
- Fondation Rio Tinto
- Foundation for Australia-Japan Studies
- France Aluminium Recyclage Sa
- Fundsprops Pty. Limited

- Gladstone Infrastructure Pty Ltd
- Gladstone Power Station Joint Venture
- Global Coal Limited
- Global Hubco BV
- Globalore Pte. Ltd.
- Gove Aluminium Ltd
- GPS Energy Pty Limited
- GPS Nominee Pty Limited
- GPS Power Pty. Limited
- Green Mountain Mining Venture
- Groupement pour la Gestion de Pensions Complementaires
- Gulf Power Company / La Compagnie Gulf Power
- Halco (Mining) Inc.
- Hamersley Exploration Pty Limited
- Hamersley HMS Pty Ltd
- Hamersley Holdings Limited
- Hamersley Iron - Yandi Pty Limited
- Hamersley Iron Pty. Limited
- Hamersley Resources Limited
- Hamersley WA Pty Ltd
- Henlopen Manufacturing Co., Inc.
- Heruga Exploration LLC
- High Purity Iron Inc.
- HIsmelt Corporation Pty Limited
- Hope Downs Joint Venture
- Hope Downs Marketing Company Pty Ltd
- Hunter Valley Resources Pty Ltd
- IAL Holdings Singapore Pte. Ltd.
- IEA Coal Research Limited
- IEA Environmental Projects Limited
- Industrias Metalicas Castello S.A.
- Integrity Land and Cattle LLC
- InterEmballage
- IOC Sales Limited
- Iron Ore Company of Canada
- Itallumina Srl
- Johcath Holdings Pty Limited
- Juna Station Pty Ltd
- Kalimantan Gold Pty Limited
- Kalteng Pty. Ltd
- Kelian Pty. Limited
- Kembla Coal & Coke Pty. Limited
- Kennecott Barneys Canyon Mining Company
- Kennecott Exploration Company

- Kennecott Exploration Mexico, S.A. de C.V.
- Kennecott Holdings Corporation
- Kennecott Land Company
- Kennecott Land Investment Company LLC
- Kennecott Molybdenum Company
- Kennecott Nevada Copper Company
- Kennecott Ridgeway Mining Company
- Kennecott Royalty Company
- Kennecott Services Company
- Kennecott Uranium Company
- Kennecott Utah Copper LLC
- Kennecott Water Distribution LLC
- Korgantas LLP
- Kutaibar Holdings Pty Ltd
- Lao Sanxai Minerals Company Limited
- Lawson Mardon Flexible Limited
- Lawson Mardon Smith Brothers Ltd.
- Magma Arizona Railroad Company
- Metallwerke Refonda AG
- Metals & Minerals Insurance Pte. Limited
- Minera Escondida Ltda
- Minera IRL Limited
- Minera Kennecott, S.A. de C.V.
- Mineração Rio do Norte S.A.
- Mineracao Tabuleiro Ltda
- Minmetals Rio Tinto Exploration Company Limited
- Mitchell Plateau Bauxite Co. Pty. Limited
- Mitchell Plateau Joint Venture
- Mount Bruce Mining Pty Limited
- Mount Pleasant Pty Ltd
- Movele
- Mutamba Mineral Sands S.A.
- NBH Pty Ltd
- New Zealand Aluminium Smelters Ltd
- Nhulunbuy Corporation Limited
- Norgold Pty Limited
- North Gold (W.A.) Pty Ltd
- North Insurances Pty. Ltd.
- North IOC (Bermuda) Holdings Limited
- North IOC (Bermuda) Limited
- North IOC Holdings Pty Ltd
- North Limited
- North Mining Limited
- Northern Land Company Ltd

- Nozalela Mineral Sands (Pty) Ltd
- NZAS Retirement Fund Trustee Limited
- Oyu Tolgoi LLC
- Oyu Tolgoi Netherlands BV
- Pacific Aluminium (New Zealand) Limited
- Pacific Aluminium Pty. Limited
- Pacific Coast Mines, Inc.
- Pechiney Aviatube Limited
- Pechiney Bâtiment
- Pechiney Bécancour, Inc.
- Pechiney Cast Plate, Inc.
- Pechiney Consolidated Australia Pty Limited
- Pechiney Holdings, Inc.
- Pechiney Metals LLC
- Pechiney Philippines Inc.
- Pechiney Plastic Packaging, Inc.
- Pechiney Reynolds Quebec, Inc.
- Pechiney Sales Corporation
- Peko Exploration Pty Ltd.
- Peko-Wallsend Pty Ltd
- Pilbara Iron Company (Services) Pty Ltd
- Pilbara Iron Pty Ltd
- Port d'Ehoala S.A.
- Procivis Savoie
- Project Generation Group Pty Ltd
- PSZ Pty Limited
- PT Hutan Lindung Kelian Lestari
- PT Kelian Equatorial Mining
- PT Rio Tinto Consultants
- QIT Madagascar Minerals Ltd
- QIT Madagascar Minerals SA
- Quebec North Shore and Labrador Railway Company / Compagnie de Chemin de Fer du Littoral Nord de Quebec et du Labrador Inc.
- Queensland Alumina Limited
- Queensland Coal Pty. Limited
- Química e Metalúrgica Mequital Ltda.
- Ranges Management Company Pty Ltd
- Ranges Mining Pty Ltd
- Resolution Copper Company
- Resolution Copper Mining LLC
- Rhodes Ridge Joint Venture
- Richards Bay Mining (Proprietary) Limited
- Richards Bay Mining Holdings (Proprietary) Limited
- Richards Bay Prefco (Pty) Ltd

- Richards Bay Titanium (Proprietary) Limited
- Richards Bay Titanium Holdings (Proprietary) Limited
- Rightship Pty Ltd
- Rio de Contas Desenvolvimentos Minerais Ltda
- Rio Santa Rita Empreenimentos e-Particiacoes Ltda
- Rio Sava Exploration DOO
- Rio Tinto (Commercial Paper) Limited
- Rio Tinto (Hong Kong) Ltd
- Rio Tinto Advisory Services Pty Limited
- Rio Tinto Alcan Fund Inc.
- Rio Tinto Alcan Inc.
- Rio Tinto Alcan International Ltd. / Rio Tinto Alcan International Ltee
- Rio Tinto Alcan Middle East DMCC
- Rio Tinto Alcan Technology Pty Ltd
- Rio Tinto Aluminium (Bell Bay) Limited
- Rio Tinto Aluminium (Holdings) Limited
- Rio Tinto Aluminium Bell Bay Sales Pty Limited
- Rio Tinto Aluminium Limited
- Rio Tinto Aluminium Pechiney
- Rio Tinto Aluminium Services Pty Limited
- Rio Tinto America Holdings Inc.
- Rio Tinto America Inc.
- Rio Tinto Asia Ltd
- Rio Tinto Asia Pty. Limited.
- Rio Tinto AuM Company
- Rio Tinto Australian Holdings Limited
- Rio Tinto Bahia Holdings Limited
- Rio Tinto Base Metals Pty. Limited
- Rio Tinto Brazilian Holdings Limited
- Rio Tinto Brazilian Investments Limited
- Rio Tinto Canada Diamond Operation Management Inc.
- Rio Tinto Canada Inc
- Rio Tinto Canada Management Inc./ Rio Tinto Gestion Canada Inc.
- Rio Tinto Canada Uranium Corporation
- Rio Tinto Chile S.A.S.
- Rio Tinto Coal (Clermont) Pty Ltd
- Rio Tinto Coal Australia Pty Limited
- Rio Tinto Coal Investments Pty Limited
- Rio Tinto Coal NSW Holdings Limited
- Rio Tinto Commercial Americas Inc.
- Rio Tinto Commercial GmbH
- Rio Tinto Commercial Pte. Ltd.
- Rio Tinto Desenvolvimentos Minerais LTDA.
- Rio Tinto Diamonds and Minerals Canada Holding Inc.

- Rio Tinto Diamonds Limited
- Rio Tinto Diamonds Netherlands B.V.
- Rio Tinto Diamonds NV
- Rio Tinto Eastern Investments B.V.
- Rio Tinto Energy America Inc.
- Rio Tinto Energy Limited
- Rio Tinto Escondida Limited
- Rio Tinto European Holdings Limited
- Rio Tinto Exploration (Asia) Holdings Pte. Ltd.
- Rio Tinto Exploration (PNG) Limited
- Rio Tinto Exploration and Mining (India) Private Limited
- Rio Tinto Exploration Canada Inc.
- Rio Tinto Exploration Dunav d.o.o. Beograd-Vracar
- Rio Tinto Exploration Finland OY
- Rio Tinto Exploration India Private Limited
- Rio Tinto Exploration Kazakhstan LLP
- Rio Tinto Exploration Pty Limited
- Rio Tinto Exploration Zambia Limited
- Rio Tinto FalCon Diamonds Inc.
- Rio Tinto Fer et Titane inc.
- Rio Tinto Finance (USA) Inc.
- Rio Tinto Finance (USA) Limited
- Rio Tinto Finance (USA) plc
- Rio Tinto Finance Limited
- Rio Tinto Finance plc
- Rio Tinto France S.A.S.
- Rio Tinto Global Employment Company Pte. Ltd.
- Rio Tinto Guinée S.A.
- Rio Tinto Holdings LLC
- Rio Tinto Hydrogen Energy LLC
- Rio Tinto Iceland Ltd.
- Rio Tinto India Private Limited
- Rio Tinto Indonesian Holdings Limited
- Rio Tinto International Holdings Limited
- Rio Tinto Investments One Pty Limited
- Rio Tinto Investments Two Pty Limited
- Rio Tinto Iron & Titanium (Suzhou) Co., Ltd
- Rio Tinto Iron & Titanium GmbH
- Rio Tinto Iron & Titanium Holdings GmbH
- Rio Tinto Iron & Titanium Limited
- Rio Tinto Iron and Titanium Canada Inc. / Rio Tinto Fer et Titane Canada Inc.
- Rio Tinto Iron Ore Atlantic Limited
- Rio Tinto Iron Ore Europe S.A.S.
- Rio Tinto Iron Ore Trading China Limited

- Rio Tinto Japan Ltd
- Rio Tinto Jersey Holdings 2010 Limited
- Rio Tinto Korea Ltd
- Rio Tinto Limited
- Rio Tinto London Limited
- Rio Tinto Management Services South Africa (Proprietary) Ltd
- Rio Tinto Marketing Pte. Ltd.
- Rio Tinto Marketing Services Limited
- Rio Tinto Medical Plan Trustees Limited
- Rio Tinto Metals Limited
- Rio Tinto Minera Peru Limitada SAC
- Rio Tinto Mineracao do Brasil Ltda
- Rio Tinto Minerals Asia Pte Ltd
- Rio Tinto Minerals Development Limited
- Rio Tinto Minerals Exploration (Beijing) Co., Ltd
- Rio Tinto Minerals Inc.
- Rio Tinto Mining and Exploration Inc.
- Rio Tinto Mining and Exploration Limited
- Rio Tinto Mining and Exploration S.A.C.
- Rio Tinto Mining Commercial (Shanghai) Co., Ltd.
- Rio Tinto Mongolia LLC
- Rio Tinto Nominees Limited
- Rio Tinto Orissa Mining Private Ltd
- Rio Tinto OT Management Limited
- Rio Tinto Overseas Holdings Limited
- Rio Tinto PACE Australia Pty Limited
- Rio Tinto PACE Canada Inc. / Gestion Rio Tinto PACE Canada Inc.
- Rio Tinto Pension 2009 Trustees Limited
- Rio Tinto Pension Fund Trustees Limited
- Rio Tinto Pension Investments Limited
- Rio Tinto Peru Limited
- Rio Tinto plc
- Rio Tinto Potash Management Inc. / Rio Tinto Potasse Management Inc.
- Rio Tinto Procurement (Singapore) Pte Ltd
- Rio Tinto Pte Ltd
- Rio Tinto Saskatchewan Management Inc.
- Rio Tinto Saskatchewan Potash Holdings General Partner Inc.
- Rio Tinto Saskatchewan Potash Holdings Limited Partnership
- Rio Tinto Secretariat Limited
- Rio Tinto Services Inc.
- Rio Tinto Services Limited
- Rio Tinto Shared Services Pty Limited
- Rio Tinto Shipping (Asia) Pte. Ltd.
- Rio Tinto Shipping Pty. Limited.

- Rio Tinto Simfer UK Limited
- Rio Tinto Singapore Holdings Pte Ltd
- Rio Tinto Sohar Logistics LLC
- Rio Tinto South East Asia Limited
- Rio Tinto Staff Fund (Retired) Pty Limited
- Rio Tinto Sulawesi Holdings Limited
- Rio Tinto Technological Resources Inc.
- Rio Tinto Technological Resources UK Limited
- Rio Tinto Trading (Shanghai) Co., Ltd.
- Rio Tinto Uranium Limited
- Rio Tinto Western Holdings Limited
- Rio Tinto Winu Pty Limited
- Riversdale Connections (Proprietary) Ltd
- Robe River Iron Associates Joint Venture
- Robe River Limited
- Robe River Mining Co. Pty. Ltd.
- Robe River Ore Sales Pty. Ltd.
- Rocklea Station Pty Ltd
- RTA AAL Australia Limited
- RTA Boyne Limited
- RTA Gove Pty Limited
- RTA Holdco 1 Limited
- RTA Holdco 4 Limited
- RTA Holdco 7 Limited
- RTA Holdco 8 Limited
- RTA Holdco Australia 1 Pty Ltd
- RTA Holdco Australia 3 Pty Ltd
- RTA Holdco Australia 5 Pty Ltd
- RTA Holdco Australia 6 Pty Ltd
- RTA HOLDCO FRANCE 1 S.A.S.
- RTA HOLDCO FRANCE 2 S.A.S.
- RTA Pacific Pty Limited
- RTA Sales Pty Ltd
- RTA Smelter Development Pty Limited
- RTA Weipa Pty Ltd
- RTA Yarwun Pty Ltd
- RTAlcan 1 LLC
- RTAlcan 2 LLC
- RTAlcan 3 LLC
- RTLDS Aus Pty. Ltd
- RTLDS UK Limited
- RTPDS Aus Pty Ltd
- Saryarka B.V.
- Scheuch Unterstuetzungskasse GmbH

- SGLS LLC
- Sharp Strategic Funding Pte. Ltd.
- Simfer Jersey Finance 1 Ltd
- Simfer Jersey Finance 2 Ltd
- Simfer Jersey Limited
- Simfer Jersey Nominee Limited
- SIMFER S.A.
- Singapore Metals Pte. Ltd.
- Skymont Corporation
- Société De Financement Des Risques Industriels
- Société Départementale De Développement 65
- Société Minière Et De Participations Guinée-Alusuisse
- Sohar Aluminium Co. L.L.C.
- Sohio Western Mining Company
- Solutions Strategiques Funding LLC
- Southern Copper Pty. Limited
- Swift Current Land & Cattle LLC
- Swiss Aluminium Australia Limited
- TBAC Limited
- Technological Resources Pty. Limited
- The Barrier Corporation (Vic.) Pty. Limited
- The Kelian Community and Forest Protection Trust
- The Pyrites Company, Inc.
- The Roberval and Saguenay Railway Company/ La Compagnie du Chemin de Fer Roberval Saguenay
- The Zinc Corporation Pty Ltd
- Thos. W. Ward Limited
- THR Aruba Holdings LLC A.V.V.
- THR Delaware Holdings, LLC
- THR Kharmagtai Pte. Ltd.
- THR MINES (BC) LTD.
- THR Mines Services Co. Ltd.
- THR OYU TOLGOI LTD.
- THR Ulaan Pte. Ltd.
- Three Crowns Insurance Company Limited
- Tinto Holdings Australia Pty. Limited
- Tisand (Proprietary) Limited
- Tomago Aluminium Company Pty Limited
- Tomago Aluminium Joint Venture
- Trans Territory Pipeline Pty Limited
- TRQ Australia Pty. Ltd.
- Turquoise Hill (Beijing) Services Company Ltd
- Turquoise Hill Netherlands Cooperatief U.A.
- Turquoise Hill Resources Ltd.

- Turquoise Hill Resources Philippines Inc.
- Turquoise Hill Resources Singapore Pte Ltd.
- Twin Falls Power Corporation Ltd
- U.S. Borax Inc.
- Victoria Technology Inc.
- Waste Solutions and Recycling LLC
- West Kutai Foundation Limited
- Wimmera Industrial Minerals Pty. Limited
- Winchester South Development Company Proprietary Limited
- Winter Road Joint Venture
- Wright Mgmt Services Pte. Ltd.
- Wyoming Coal Resources Company
- Yalleen Pastoral Co. Pty. Ltd.
- Yarraloola Pastoral Co
- Zululand Titanium (Pty) Ltd

SCHEDULE V

Zurich Corporate Parties

- Zurich American Insurance Company, in its own capacity and as successor-in-interest to Zurich Insurance Company, U.S. Branch
- American Guarantee and Liability Insurance Company
- American Zurich Insurance Company
- Colonial American Casualty & Surety Company
- Empire Fire and Marine Insurance Company
- Empire Indemnity Insurance Company
- Fidelity and Deposit Company of Maryland
- Hoplite Reinsurance Company of Vermont, Inc.
- Rural Community Insurance Company
- Steadfast Insurance Company
- Universal Underwriters Insurance Company
- Universal Underwriters of Texas Insurance Company
- Zurich American Insurance Company of Illinois
- Zurich Insurance Company Ltd (Canadian Branch)
- Zurich American Puerto Rico Insurance Company
- Zurich American Life Insurance Company
- Zurich American Insurance Company of New York
- Maryland Casualty Company
- Northern Insurance Company of New York
- Assurance Company of America

SCHEDULE VI

Zurich Policies

Issuing Insurer	Policy No.	Policy Period
Zurich Insurance Company, US Branch	GLC 8209842-00/01	5/1/1996–5/31/1997
Zurich Insurance Company, US Branch	GLO 8210069-00	5/31/1997–5/31/1998
Zurich Insurance Company, US Branch	GLO 8210069-01	5/31/1998–5/31/1999
Zurich American Insurance Company	GLO 8210069-02	5/31/1999–5/31/2000
Zurich American Insurance Company	GLO 8210069-03	5/31/2000–5/31/2001
Zurich American Insurance Company	GLO 8210196-04	5/31/2001–5/31/2002
Zurich American Insurance Company	GLO 8210196-05	5/31/2002–5/31/2003
Zurich American Insurance Company	GLO 8210196-06	5/31/2003–5/31/2004
Zurich American Insurance Company	GLO 8210196-07	5/31/2004–5/31/2005
Zurich American Insurance Company	GLO 8210196-08	5/31/2005–5/31/2006
Zurich American Insurance Company	GLO 8210196-09	5/31/2006–5/31/2007
Zurich American Insurance Company	GLO 8210196-10	5/31/2007–5/31/2008
Zurich American Insurance Company	GLO 8210196-11	5/31/2008–5/31/2009

Issuing Insurer	Policy No.	Policy Period
Zurich American Insurance Company	GLO 8249662-00	5/31/2009–5/31/2010
Zurich American Insurance Company	GLO 8249662-01	5/31/2010–5/31/2011
Zurich American Insurance Company	GLO 8249662-02	5/31/2011–5/31/2012
Zurich Insurance Company Ltd (Canadian Branch)	8828308	5/31/1997-5/31/2007
Zurich Insurance Company Ltd (Canadian Branch)	8835547	5/31/2007-5/31/2009
Zurich Insurance Company Ltd (Canadian Branch)	8837911	5/31/2009-5/31/2011

TAB B

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This is
EXHIBIT "B"
to the Affidavit of
ANTHONY WILSON
Sworn October 29, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING "ADEQUATE INFORMATION" WITHIN THE MEANING OF SECTION 1125(A) OF THE BANKRUPTCY CODE. ACCORDINGLY, THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL THE BANKRUPTCY COURT APPROVES THIS DISCLOSURE STATEMENT. IN ADDITION, THIS DISCLOSURE STATEMENT MAY BE REVISED TO REFLECT EVENTS THAT OCCUR AFTER THE DATE HEREOF BUT PRIOR TO THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
IMERYS TALC AMERICA, INC., *et al.*,[1]	:	Case No. 19-10289 (LSS)
Debtors.	:	(Jointly Administered)
In re:	:	Chapter 11
IMERYS TALC ITALY S.P.A.,	:	Case No. [Not yet filed]
Potential Debtor.	:	[Joint Administration To Be Requested]

DISCLOSURE STATEMENT FOR THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF IMERYS TALC AMERICA, INC. AND ITS DEBTOR <u>AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE</u>

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Imerys Talc America, Inc. (6358), Imerys Talc Vermont, Inc. (9050) and Imerys Talc Canada Inc. (6748). The Debtors' address is 100 Mansell Court East, Suite 300, Roswell, Georgia 30076. This solicitation is also being conducted by Imerys Talc Italy S.p.A. pursuant to sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018. If the Plan is accepted by the requisite number of claimants in Class 4, Imerys Talc Italy S.p.A. will commence a bankruptcy case that will be, pending entry of an order by the Bankruptcy Court, jointly administered under Case No. 19-10289 (LSS).

RICHARDS, LAYTON & FINGER, P.A.
Mark D. Collins, Esq.
Michael J. Merchant, Esq.
Amanda R. Steele, Esq.
Brett M. Haywood, Esq.
One Rodney Square
920 North King Street
Wilmington, DE 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701
E-mail: collins@rlf.com
merchant@rlf.com
steele@rlf.com
haywood@rlf.com

LATHAM & WATKINS LLP
Jeffrey E. Bjork, Esq.
Kimberly A. Posin, Esq.
Helena G. Tseregounis, Esq.
Shawn P. Hansen, Esq.
355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Telephone: (213) 485-1234
Facsimile: (213) 891-8763
E-mail: jeff.bjork@lw.com
kim.posin@lw.com
helena.tseregounis@lw.com
shawn.hansen@lw.com
- and -

Richard A. Levy, Esq.
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767
E-mail: richard.levy@lw.com

Counsel for the Debtors and Debtors-in-Possession

ROBINSON & COLE LLP
Natalie D. Ramsey, Esq.
Mark A. Fink, Esq.
1201 North Market Street, Suite 1406
Wilmington, Delaware 19801
Telephone: (302) 516-1700
Facsimile: (302) 516-1699
E-mail: nramsey@rc.com
mfink@rc.com

- and -

Michael R. Enright, Esq.
280 Trumbull Street
Hartford, Connecticut 06103
Telephone: (860) 275-8290
Facsimile: (860) 275-8299
E-mail: menright@rc.com

Counsel for the Tort Claimants' Committee

YOUNG CONAWAY STARGATT & TAYLOR LLP
Robert S. Brady, Esq.
Edwin J. Harron, Esq.
Sharon M. Zieg, Esq.
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
E-mail: rbrady@ycst.com
eharron@ycst.com
szieg@ycst.com

Counsel for the Future Claimants' Representative

HUGHES HUBBARD & REED LLP
Christopher Kiplok, Esq.
Dustin P. Smith, Esq.
Erin Diers, Esq.
One Battery Park Plaza
New York, New York 10004
Telephone: (212) 837-6000
Facsimile: (212) 422-4726
E-mail: christopher.kiplok@hugheshubbard.com
dustin.smith@hugheshubbard.com
erin.diers@hugheshubbard.com

Counsel for Imerys S.A. and the Persons Listed on Schedule II of the Plan

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Exhibit A: Plan

Exhibit B: Financial Projections – North American Debtors

Exhibit C: Financial Projections – ITI

Exhibit D: Liquidation Analysis

Exhibit E: DIP Term Sheet

IMPORTANT DATES

Event[2]	**Date**
DS Hearing / Voting Record Date	November 16, 2020
Deadline to Mail Solicitation Packages and Related Notices	November 20, 2020
Deadline for Plaintiffs' Attorneys to Return Directive and Client List	December 2, 2020
Deadline to File Plan Supplement	December 4, 2020
Deadline for Cure Objections	The later of (a) 14 days after receipt of a Sale Cure Notice (for North American Debtor counterparties only) or December 4, 2020 (for ITI counterparties only) and (b) 14 days after (for all counterparties) (i) the Debtors serve a counterparty with notice of any amendment or modification to such counterparty's proposed cure cost or (ii) the Debtors serve a counterparty with notice of a supplement to the list of contracts to be assumed pursuant to the Plan
Deadline for Assumption Objections	The later of (a) December 4, 2020 and (b) 14 days after the Debtors serve a counterparty with notice of a supplement to the list of contracts to be assumed
Deadline to File Rule 3018 Motions	December 4, 2020 at 4:00 p.m. (Prevailing Eastern Time)
Voting Deadline	January 13, 2021 at 4:00 p.m. (Prevailing Eastern Time); *provided* that the Debtors are authorized to extend the Voting Deadline for any party entitled to vote on the Plan
Confirmation Objection Deadline	January 13, 2021, at 4:00 p.m. (Prevailing Eastern Time)
Deadline to File Voting Certification[3]	January 20, 2021, at 4:00 p.m. (Prevailing Eastern Time)
Confirmation Reply Deadline and Deadline to File Form of Confirmation Order	February 5, 2021, at 4:00 p.m. (Prevailing Eastern Time)
Confirmation Hearing	February 10, 2021, at 10:00 a.m. (Prevailing Eastern Time)

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[2] Capitalized terms used in this summary of "Important Dates" and not otherwise defined herein or in the Plan shall have the meaning ascribed to them in the Voting Procedures (as defined below).

[3] In addition to tabulating the votes from Class 4 to accept or reject the Plan, the Voting Certification shall also include a list of Class 4 creditors who opted out of the releases contained in the Plan, as well as those Class 4 creditors whose solicitation packages were returned as undeliverable, or who were not served with a solicitation package pursuant to paragraph 10 of the order of the Bankruptcy Court approving the Voting Procedures [Docket No. [__]].

IMPORTANT ACRONYMS, ABBREVIATED NAMES, AND DEFINITIONS

- "**FCR**" means James L. Patton (or any Bankruptcy Court-appointed successor), in his capacity as the legal representative for any and all persons who may assert Talc Personal Injury Demands.
- "**Imerys Non-Debtors**" means Imerys S.A. and its Affiliates, excluding the Debtors.
- "**Imerys Plan Proponents**" means Imerys S.A., on behalf of itself and all Persons listed on Schedule II attached to the Plan, each of which Imerys S.A. has direct or indirect ownership or other control over.
- "**Imerys S.A.**" means Imerys S.A., the Debtors' parent entity. For the avoidance of doubt, Imerys S.A. is a non-debtor.
- "**Imerys USA**" means Imerys USA, Inc., a Non-Debtor Affiliate. For the avoidance of doubt, Imerys USA is a non-debtor.
- "**ITA**" means Imerys Talc America, Inc., a Delaware corporation.
- "**ITC**" means Imerys Talc Canada Inc., a Canadian corporation.
- "**ITI**" means Imerys Talc Italy S.p.A., an Italian corporation.
- "**ITV**" means Imerys Talc Vermont, Inc., a Vermont corporation.
- "**Mircal**" means Mircal S.A., a Non-Debtor Affiliate. For the avoidance of doubt, Mircal is a non-debtor.
- "**Mircal Italia**" means Mircal Italia S.p.A., a Non-Debtor Affiliate. For the avoidance of doubt, Mircal Italia is a non-debtor.
- "**Plan Proponents**" means, collectively, the Debtors, the Tort Claimants' Committee, the FCR, and the Imerys Plan Proponents.
- "**Reorganized Debtors**" means the Reorganized North American Debtors and Reorganized ITI.
- "**Reorganized ITA**" means ITA, renamed Ivory America, Inc., on and after the Effective Date.
- "**Reorganized ITC**" means ITC, renamed Ivory Canada, Inc., on and after the Effective Date.
- "**Reorganized ITI**" means ITI, on and after the Effective Date.
- "**Reorganized ITV**" means ITV, renamed Ivory Vermont, Inc., on and after the Effective Date.
- "**Reorganized North American Debtors**" means Reorganized ITA, Reorganized ITV, and Reorganized ITC.

- "**Tort Claimants' Committee**" means the official committee of tort claimants in the Debtors' Chapter 11 Cases appointed by the United States Trustee, as such committee is reconstituted from time to time.

DISCLAIMER

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS INCLUDED HEREIN FOR PURPOSES OF SOLICITING ACCEPTANCES TO, AND CONFIRMATION OF, THE PLAN AND MAY NOT BE RELIED UPON FOR ANY OTHER PURPOSE.

THIS SOLICITATION IS BEING CONDUCTED NOT ONLY WITH RESPECT TO THE DEBTORS IN THE ABOVE-CAPTIONED BANKRUPTCY CASES, BUT ALSO BY **IMERYS TALC ITALY S.P.A.** PRIOR TO ITS FILING OF A VOLUNTARY PETITION UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE. BECAUSE NO CHAPTER 11 CASE HAS YET BEEN COMMENCED FOR IMERYS TALC ITALY S.P.A., THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING "ADEQUATE INFORMATION" WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE WITH RESPECT TO IMERYS TALC ITALY S.P.A. FOLLOWING COMMENCEMENT OF ITS CHAPTER 11 CASE, IMERYS TALC ITALY S.P.A. EXPECTS TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT APPROVING THIS DISCLOSURE STATEMENT AND THE SOLICITATION OF VOTES. THE ASSETS AND LIABILITIES OF IMERYS TALC ITALY S.P.A. ARE DESCRIBED IN DETAIL IN THIS DISCLOSURE STATEMENT.

ALL CREDITORS ARE ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND ITS ATTACHED EXHIBITS INCLUDING THE PLAN IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. PLAN SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN AND THE EXHIBITS AND SCHEDULES ATTACHED TO THE PLAN AND THE PLAN SUPPLEMENT, WHICH CONTROL OVER THE DISCLOSURE STATEMENT IN THE EVENT OF ANY INCONSISTENCY OR INCOMPLETENESS. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE OF THIS DISCLOSURE STATEMENT, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER THIS DATE.

ANY STATEMENTS IN THIS DISCLOSURE STATEMENT CONCERNING THE PROVISIONS OF ANY DOCUMENT ARE NOT NECESSARILY COMPLETE, AND IN EACH INSTANCE REFERENCE IS MADE TO SUCH DOCUMENT FOR THE FULL TEXT THEREOF.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016 OF THE BANKRUPTCY RULES AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER NON-BANKRUPTCY LAW.

PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING, OR TRANSFERRING CLAIMS OR EQUITY INTERESTS AGAINST THE DEBTORS SHOULD EVALUATE THIS DISCLOSURE STATEMENT AND THE PLAN IN LIGHT OF THE PURPOSE FOR WHICH THEY WERE PREPARED.

THIS DISCLOSURE STATEMENT AND ANY ACCOMPANYING LETTERS ARE THE ONLY DOCUMENTS TO BE USED IN CONNECTION WITH THE SOLICITATION OF VOTES ON THE PLAN. NO SOLICITATION OF VOTES MAY BE MADE EXCEPT AFTER DISTRIBUTION OF THIS DISCLOSURE STATEMENT. NO PERSON HAS BEEN AUTHORIZED TO DISTRIBUTE ANY INFORMATION CONCERNING THE PLAN OTHER THAN THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND ANY ACCOMPANYING LETTERS.

CERTAIN OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS BY ITS NATURE FORWARD LOOKING AND CONTAINS ESTIMATES, ASSUMPTIONS, AND PROJECTIONS THAT MAY BE MATERIALLY DIFFERENT FROM ACTUAL FUTURE RESULTS. THE WORDS “BELIEVE,” “MAY,” “WILL,” “ESTIMATE,” “CONTINUE,” “ANTICIPATE,” “INTEND,” “EXPECT,” AND SIMILAR EXPRESSIONS IDENTIFY THESE FORWARD-LOOKING STATEMENTS. THESE FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A NUMBER OF RISKS, UNCERTAINTIES, AND ASSUMPTIONS, INCLUDING THOSE DESCRIBED IN ARTICLE IX, “CERTAIN FACTORS TO BE CONSIDERED.” IN LIGHT OF THESE RISKS AND UNCERTAINTIES, THE FORWARD-LOOKING EVENTS AND CIRCUMSTANCES DISCUSSED IN THIS DISCLOSURE STATEMENT MAY NOT OCCUR, AND ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE ANTICIPATED IN THE FORWARD-LOOKING STATEMENTS. THE DEBTORS AND THE REORGANIZED DEBTORS DO NOT UNDERTAKE ANY OBLIGATION TO PUBLICLY UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE.

EXCEPT WHERE SPECIFICALLY NOTED, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. THE HISTORICAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN OBTAINED FROM SUCH REPORTS AND OTHER SOURCES OF INFORMATION AS ARE AVAILABLE TO THE DEBTORS.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THIS DISCLOSURE STATEMENT SHALL NOT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST, OR EQUITY INTERESTS IN, EITHER THE DEBTORS OR THE REORGANIZED DEBTORS.

ARTICLE I.

INTRODUCTION

This Disclosure Statement[4] is being furnished by the Plan Proponents[5] as co-proponents of the *Third Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated October 16, 2020, pursuant to section 1125 of the Bankruptcy Code, and in connection with the solicitation of votes for acceptance or rejection of the Plan.

ITA, ITV, and ITC are debtors in the Chapter 11 Cases[6] pending in the Bankruptcy Court. ITI, an affiliate of the North American Debtors,[7] may file (but has not yet filed) a chapter 11 case. If and when ITI files a chapter 11 case, the Debtors will ask the Bankruptcy Court to enter an order jointly administering ITI's chapter 11 case with the Chapter 11 Cases under lead case number 19-10289 (LSS). The contemplated filing of ITI is designed to address the Talc Personal Injury Claims against ITI, and ITI's filing is contingent upon acceptance of the Plan by the holders of such Claims, as described more fully below. As a result, certain holders of Claims against ITI are being solicited through this Disclosure Statement to vote on the Plan prior to ITI's contemplated chapter 11 filing.

This Disclosure Statement is being transmitted in order to provide adequate information to enable holders of Claims in Class 4 (Talc Personal Injury Claims) who are the sole Impaired Class entitled to vote on the Plan to make an informed judgment in exercising their right to vote to accept or reject the Plan.

By order dated [_____], 2020, the Bankruptcy Court approved this Disclosure Statement as to the North American Debtors in accordance with section 1125 of the Bankruptcy Code, and found that it contained "adequate information" sufficient to enable a hypothetical investor of the relevant class to make an informed judgment about the Plan, and authorized its use in connection with the solicitation of votes with respect to the Plan. **Approval of this Disclosure Statement does not, however, constitute a determination by the Bankruptcy Court as to the fairness or**

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[4] Capitalized terms used but not defined in this Disclosure Statement have the meanings ascribed to them in Article I of the Plan. To the extent that a term is defined in this Disclosure Statement and is defined in the Plan, the definition contained in the Plan controls.

[5] Each of the Debtors, the Tort Claimants' Committee, the FCR, and Imerys S.A., on behalf of itself and all Persons listed on Schedule II attached to the Plan, each of which Imerys S.A. has direct or indirect ownership or other control over (the "**Imerys Plan Proponents**") are Plan Proponents. For the avoidance of doubt, ITI will be a Plan Proponent as a Debtor to the extent it commences a proceeding under the Bankruptcy Code, otherwise, ITI will be a Plan Proponent as an Imerys Plan Proponent.

[6] As the context requires, Chapter 11 Cases includes the case to be commenced in the Bankruptcy Court under chapter 11 of the Bankruptcy Court for ITI.

[7] The term "**Debtors**" refers to ITA, ITV, and ITC, and to the extent ITI commences a proceeding under the Bankruptcy Code, the term "Debtors" also refers to ITI. The term "**North American Debtors**" refers to ITA, ITV, and ITC.

merits of the Plan. No solicitation of votes may be made except pursuant to this Disclosure Statement and section 1125 of the Bankruptcy Code.

Because no chapter 11 case has yet been commenced for ITI, this Disclosure Statement has not been approved by the Bankruptcy Court as containing "adequate information" within the meaning of section 1125(a) of the Bankruptcy Code with respect to ITI. If the requisite votes are obtained, following commencement of its chapter 11 case, ITI expects to promptly seek an order of the Bankruptcy Court approving this Disclosure Statement and the solicitation of votes with respect to ITI.

1.1 Voting and Confirmation.

Article X of this Disclosure Statement specifies the deadlines, procedures, and instructions for voting to accept or reject the Plan, as well as the applicable standards for tabulating Ballots (as defined below). The following is an overview of certain information related to voting that is contained in Article X of this Disclosure Statement and elsewhere in this Disclosure Statement.

Each holder of a Claim in Class 4 is entitled to vote to accept or reject the Plan. Class 4 shall have accepted the Plan pursuant to the requirements of sections 1126(c) and 524(g) of the Bankruptcy Code if at least two-thirds (2/3) in amount and seventy-five percent (75%) in number of those voting Claims in Class 4 (Talc Personal Injury Claims) voted to accept the Plan. Assuming the requisite acceptances are obtained, the Plan Proponents intend to seek confirmation of the Plan at the Confirmation Hearing scheduled for February 10, 2021, at 10:00 a.m. (Prevailing Eastern Time) before the Bankruptcy Court. **For the avoidance of doubt, though proposed jointly, the Plan constitutes a separate Plan for each Debtor. Accordingly, a vote cast either to accept or reject the Plan by holders of Claims in Class 4 will be applied in the same manner and in the same amount against each Debtor**.

The Debtors have engaged Prime Clerk LLC (the "**Solicitation Agent**" or "**Claims Agent**") to assist in the voting process.

The Solicitation Agent will provide additional copies of all materials and process and tabulate Ballots for Class 4.

To be counted, your Ballot indicating acceptance or rejection of the Plan must be received by the Solicitation Agent no later than 4:00 p.m. (prevailing Eastern Time) on January 13, 2020 (the "**Voting Deadline**"), unless the Plan Proponents, in their sole discretion, extend the period during which votes will be accepted on the Plan, in which case the term "Voting Deadline" shall mean the last date on, and time by which, such period is extended. **Any executed Ballot that does not indicate either an acceptance or rejection of the Plan or indicates both an acceptance and rejection of the Plan will not be counted as an acceptance or rejection and will not count toward the tabulations required pursuant to either sections 524(g) or 1129 of the Bankruptcy Code.**

Prior to deciding whether and how to vote on the Plan, each holder of a Claim entitled to vote should consider carefully all of the information in this Disclosure Statement, including Article IX entitled "*Certain Factors to be Considered.*" **You should read this Disclosure**

Statement and the Plan with care in evaluating how the Plan will affect your Claim(s) before voting to accept or reject the Plan.

The Plan Proponents are the Debtors, the Tort Claimants' Committee, the FCR, and the Imerys Plan Proponents. The Plan Proponents believe that the Plan is in the best interests of all creditors of the Debtors. The Plan Proponents recommend that all holders of Claims against the Debtors, whose votes are being solicited, submit Ballots to accept the Plan.

ARTICLE II.

OVERVIEW OF THE PLAN

The following is a general overview of how the Plan treats all holders of Claims against, and Equity Interests in, the Debtors. It is qualified in its entirety by, and should be read in conjunction with, the more detailed discussions, information, financial statements, and notes appearing elsewhere in this Disclosure Statement and in the Plan. For a more detailed description of the terms and provisions of the Plan, please refer to Article VII of this Disclosure Statement titled "*The Plan of Reorganization*."

Each of the Debtors is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The Plan does not contemplate the substantive consolidation of the Debtors' Estates. Instead, the Plan, although proposed jointly, constitutes a separate chapter 11 plan for each of ITA, ITV, ITC, and ITI (to the extent ITI commences a proceeding under the Bankruptcy Code).

In developing the Plan, the Debtors engaged in good-faith, arms'-length negotiations with Imerys S.A., the Tort Claimants' Committee, and the FCR. The Debtors are pleased to report that, subject to the terms of the letters accompanying this Disclosure Statement, both the Tort Claimants' Committee and the FCR support the Plan and are Plan Proponents.

2.1 General Overview

The North American Debtors commenced their Chapter 11 Cases in order to manage the significant potential liabilities arising from claims by plaintiffs alleging personal injuries caused by exposure to talc mined, processed and/or distributed by one or more of the North American Debtors. As of the Petition Date, one or more of the North American Debtors had been sued by approximately 14,650 claimants seeking damages for personal injuries allegedly caused by exposure to the North American Debtors' talc products, with the vast majority of such claims (approximately 98.6%) based on alleged exposure to cosmetic talc products.

The Debtors' stated purpose of the Chapter 11 Cases is to confirm a plan of reorganization that will maximize the value of the Debtors' assets for the benefit of all stakeholders and, pursuant to sections 524(g) and 105(a) of the Bankruptcy Code, will include a trust mechanism to address Talc Personal Injury Claims in a fair and equitable manner. The Plan Proponents believe that the Plan accomplishes these goals. Indeed, the Plan embodies a global settlement of issues (the "**Imerys Settlement**") among the Plan Proponents, and implements a comprehensive settlement among the Debtors, on the one hand, and Rio Tinto America Inc. ("**Rio Tinto**"), on behalf of itself and the Rio Tinto Captive Insurers (as defined below), and for the benefit of the

Rio Tinto Protected Parties, and Zurich American Insurance Company, in its own capacity and as successor-in-interest to Zurich Insurance Company, U.S. Branch ("**Zurich**"), on behalf of itself and for the benefit of the Zurich Protected Parties, on the other hand, and consented to by the Tort Claimants' Committee and the FCR (the "**Rio Tinto/Zurich Settlement**"). The Rio Tinto/Zurich Settlement finally resolves disputes over (i) alleged liabilities relating to the Rio Tinto Corporate Parties' (as defined below) prior ownership of the Debtors, (ii) alleged indemnification obligations of the Rio Tinto Corporate Parties, and (iii) the amount of coverage to which the Debtors claim to be entitled under the Talc Insurance Policies issued by the Zurich Corporate Parties and the Rio Tinto Captive Insurers. The Imerys Settlement and the Rio Tinto/Zurich Settlement will generate substantial recoveries for the holders of Talc Personal Injury Claims.

A Talc Personal Injury Trust will be established pursuant to the Plan that will comply in all respects with the requirements of section 524(g)(2)(B)(i) of the Bankruptcy Code, and assume all Talc Personal Injury Claims. The Talc Personal Injury Trust will be funded with the Talc Personal Injury Trust Assets in order to resolve Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Documents. The Plan also contemplates a section 363 sale process, by which the assets of the North American Debtors will be marketed to third parties pursuant to a court-approved sale process. The net proceeds from the Sale (as defined below) will be used to fund the Talc Personal Injury Trust in accordance with the terms of the Plan. As further described in this Disclosure Statement, the Talc Personal Injury Trust will manage the Talc Personal Injury Trust Assets, and liquidate such assets to enable it to resolve Talc Personal Injury Claims pursuant to the Trust Distribution Procedures.

Under the Plan, holders of Allowed Unsecured Claims against the North American Debtors that are not Talc Personal Injury Claims will be paid in full.

Although ITI is not currently in bankruptcy, ITI will solicit acceptance of the Plan as a "prepackaged plan of reorganization" and if the Plan is approved by the requisite number and amount of holders of Talc Personal Injury Claims, it would provide for the permanent settlement of Talc Personal Injury Claims against ITI contemporaneously with the Talc Personal Injury Claims against the North American Debtors. Holders of Equity Interests in and Claims against ITI (other than holders of Talc Personal Injury Claims and Non-Debtor Intercompany Claims) will be Unimpaired, or otherwise "ride through," the Chapter 11 Cases.

(a) *The Channeling Injunction*

The Channeling Injunction to be issued as part of the Plan will permanently and forever stay, bar, and enjoin holders of Talc Personal Injury Claims from taking any action for the purpose of directly or indirectly or derivatively collecting, recovering, or receiving payment of, on, or with respect to any Talc Personal Injury Claim other than from the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Agreement and the Trust Distribution Procedures, or as otherwise set forth in the Trust Distribution Procedures. Each holder of a Talc Personal Injury Claim will have no right whatsoever at any time to assert its Talc Personal Injury Claim against any Protected Party or any property or interest in property of any Protected Party. The Protected Parties include: (i) the Debtors and any Person who served as a director or officer of either Debtor at any time during the Chapter 11 Cases, but solely in such Person's capacity as such; (ii) the Reorganized Debtors; (iii) the Imerys Protected Parties; (iv) any Person, except for the Talc Personal Injury

Trust, that, pursuant to the Plan or otherwise, after the Effective Date, becomes a direct or indirect transferee of, or successor to, the Debtors, the Reorganized Debtors, or any of their respective assets (but only to the extent that liability is asserted to exist as a result of its becoming such a transferee or successor); (v) the Buyer (as defined below) (but only to the extent that liability is asserted to exist as a result of its becoming a transferee or successor to the Debtors); (vi) the Settling Talc Insurance Companies; and (vii) the Rio Tinto Protected Parties.

The effect of "channeling" Talc Personal Injury Claims to the Talc Personal Injury Trust is that Talc Personal Injury Claims may only be pursued against, and resolved by, the Talc Personal Injury Trust and in connection with the Trust Distribution Procedures, or as otherwise set forth in the Trust Distribution Procedures. Following the Effective Date of the Plan, Talc Personal Injury Claims may not be asserted against the Debtors, the Reorganized Debtors, or any other Protected Party. For the avoidance of doubt, Talc Personal Injury Claims include Indirect Talc Personal Injury Claims and Talc Personal Injury Demands.

(b) *Imerys Settlement*

To resolve the Debtors' Talc Personal Injury Claims the Plan incorporates a global settlement between the Plan Proponents that provides that, *inter alia*:

- the Debtors will commence a 363 sale process to sell substantially all assets of the North American Debtors (the "**Sale**") to one or more purchaser(s) (the "**Buyer**"), in which Imerys S.A. or its non-debtor affiliates (each, a "**Non-Debtor Affiliate**", and together with Imerys S.A., the "**Imerys Non-Debtors**") may participate in any auction as bidder, but will not be designated as a stalking horse purchaser (if any is selected);

- in the event the Plan is properly accepted by holders of Talc Personal Injury Claims, ITI will commence a chapter 11 bankruptcy proceeding to be jointly administered (subject to Bankruptcy Court approval) with the North American Debtors' Chapter 11 Cases prior to the Confirmation Hearing;

- the equity interests in the North American Debtors will be canceled, and on the Effective Date, equity interests in the Reorganized North American Debtors will be authorized and issued to the Talc Personal Injury Trust; and

- the equity interests in ITI will be reinstated following the Effective Date, with approximately 99.66% of such equity interests retained by Mircal Italia S.p.A. ("**Mircal Italia**"), a Non-Debtor Affiliate.

The Imerys Non-Debtors have agreed to make, or cause the Imerys Contribution to be made in exchange for the releases and channeling injunction benefiting the Imerys Protected Parties as contemplated pursuant to the Plan. As further described below, the Imerys Contribution consists of four components, which include (i) the Imerys Settlement Funds, (ii) the Imerys Cash Contribution, (iii) the Talc Trust Contribution, and (iv) the Additional Contribution (each as defined below).

Imerys Settlement Funds

On, prior to, or as soon as reasonably practicable after the Effective Date, the Imerys Non-Debtors will contribute, or cause to be contributed, the Imerys Settlement Funds to the Debtors or the Reorganized Debtors, as applicable, which the Debtors or the Reorganized Debtors, as applicable, will contribute to the Talc Personal Injury Trust upon receipt.

The Imerys Settlement Funds consist of (i) $75 million, consisting of Cash and the Talc PI Note,[8] plus (ii) the Sale Proceeds, plus (iii) a contingent purchase price enhancement of up to $102.5 million, subject to the value of the Sale Proceeds, less (iv) amounts required to pay the DIP Facility Claims pursuant to the terms of the DIP Loan Documents and Allowed by the DIP Order. The contingent purchase price enhancement is described in Section 6.4(b) of this Disclosure Statement. For the avoidance of doubt, the net proceeds from the Sale(s) less any related expenses will be paid by the Buyer to the North American Debtors, as applicable, upon the close of the Sale(s) and then contributed to the Talc Personal Injury Trust.

Imerys Cash Contribution

As provided in the Plan, on or prior to the Effective Date, the Imerys Non-Debtors have agreed to contribute, or cause to be contributed, the following to the Debtors or the Reorganized Debtors, as applicable (the "**Imerys Cash Contribution**"):

(1) the balance of the Intercompany Loan (as defined in Section 3.1(d)(2) of this Disclosure Statement) totaling approximately $14.1 million as of August 31, 2020, for the purpose of funding administrative expenses during the pendency of the Chapter 11 Cases, as well as certain of the Reserves;[9]

(2) $5 million (less any amounts already paid and noted in an accounting to the Tort Claimants' Committee and the FCR) for payment of Allowed Claims in Class 3a through inclusion in the Reorganized North American Debtor Cash Reserve or the Disputed Claims Reserve, as applicable; and

(3) up to $15 million, to the extent the Debtors do not have available Cash (i) to pay all Administrative Claims in full on the Effective Date and would otherwise be administratively insolvent and (ii) to fund all reserves, costs or expenses required in connection with the Debtors' emergence from bankruptcy; *provided* that Imerys S.A. shall fund such amounts as follows: Imerys S.A. shall pay fifty percent (50%) of such expenses in Cash (in an amount not to exceed $15 million) and fifty percent (50%) shall be funded by a dollar-for-dollar reduction of the Imerys Settlement Funds (in an amount not to exceed $15 million) (the "**Contingent Contribution**").

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[8] The value of the Talc PI Note is $500,000.

[9] In connection with the contribution of the balance of the Intercompany Loan, the Imerys Non-Debtors have agreed to waive certain setoff rights in the amount of $13,672,414.39.

Talc Trust Contribution

In addition to the Imerys Cash Contribution, the Imerys Non-Debtors have agreed to contribute, or cause to be contributed, the following to the Talc Personal Injury Trust (the "**Talc Trust Contribution**") on or prior to the Effective Date:

(1) rights and interests to the proceeds of the Shared Talc Insurance Policies, and all rights against third parties held by the Imerys Non-Debtors relating to Talc Personal Injury Claims, including any related indemnification rights, each of which is to be identified in the Plan Supplement (the "**Contributed Indemnity and Insurance Interests**"); and

(2) a Pledge Agreement to be issued by Mircal Italia pursuant to which the Talc Personal Injury Trust will be granted an Encumbrance entitling the Talc Personal Injury Trust to fifty-one percent (51%) of the common stock of ITI in the event of a default under the Talc PI Note (the "**Talc PI Pledge Agreement**").

The Additional Contribution

Finally, in addition to the Imerys Cash Contribution and the Talc Trust Contribution, on or prior to the Effective Date, the Imerys Non-Debtors have agreed to take the following actions (the "**Additional Contribution**"):

(1) waive all Non-Debtor Intercompany Claims against the Debtors; and

(2) unless otherwise assumed by the Buyer, assume any Pension Liabilities of the North American Debtors through and after the Effective Date of the Plan.

The Imerys Settlement is further described in Articles VI and VII of this Disclosure Statement.

(c) *Rio Tinto/Zurich Settlement*

The Plan incorporates the Rio Tinto/Zurich Settlement, a comprehensive settlement among the Debtors, on the one hand, and Rio Tinto, on behalf of itself and the Rio Tinto Captive Insurers, and for the benefit of the Rio Tinto Protected Parties, and Zurich, on behalf of itself and for the benefit of the Zurich Protected Parties, on the other hand, and consented to by the Tort Claimants' Committee and the FCR, to resolve Talc Personal Injury Claims and the Rio Tinto/Zurich Released Claims (as defined below) against the Rio Tinto Protected Parties, the Rio Tinto Captive Insurers, and the Zurich Protected Parties (as applicable, and subject to the limitations provided in the Plan). The Rio Tinto/Zurich Settlement provides, *inter alia*, that:

- Zurich will buy back any and all of the Debtors' rights under Talc Insurance Policies issued by the Zurich Corporate Parties, free and clear of any rights of third parties, pursuant to section 363 of the Bankruptcy Code, and Three Crowns Insurance Company Limited, Metals & Minerals Company Pte.

Ltd., and Falcon Insurance Ltd. (collectively, or individually, as appropriate, the "**Rio Tinto Captive Insurers**") will buy back any and all of the Debtors' rights under Talc Insurance Policies issued by the Rio Tinto Captive Insurers, free and clear of any rights of third parties, pursuant to section 363 of the Bankruptcy Code, as set out in the Plan and in the Rio Tinto/Zurich Settlement Agreement that will be part of the Plan Supplement; and

- the Rio Tinto Protected Parties and the Zurich Protected Parties will be released from the Rio Tinto/Zurich Released Claims and the Rio Tinto Protected Parties, the Rio Tinto Captive Insurers, and the Zurich Protected Parties will receive the benefit of the Channeling Injunction and related injunctive protections under the Plan, which will be effective after the Rio Tinto/Zurich Contribution (as defined below) is made to the Talc Personal Injury Trust.

Rio Tinto (on behalf of itself and the Rio Tinto Captive Insurers and for the benefit of the Rio Tinto Protected Parties) and Zurich (on behalf of itself and for the benefit of the Zurich Protected Parties) will contribute $340 million in cash, along with certain rights of indemnification, contribution, and/or subrogation against third parties, to the Talc Personal Injury Trust, as follows:

- On or prior to the date that is thirty (30) days after the Rio Tinto/Zurich Trigger Date,[10] Zurich will contribute, or cause to be contributed, $260 million in Cash to the Talc Personal Injury Trust.
- On or prior to the date that is fourteen (14) days after the Rio Tinto/Zurich Trigger Date, Rio Tinto will contribute $80 million in Cash to the Talc Personal Injury Trust.
- On the Rio Tinto/Zurich Trigger Date, or as soon as reasonably practicable thereafter (not to exceed three (3) Business Days), the appropriate Rio Tinto Corporate Parties and the appropriate Zurich Corporate Parties shall each execute and deliver to the Talc Personal Injury Trust, in a form reasonably acceptable to the Talc Personal Injury Trust, an assignment to the Talc Personal Injury Trust of (i) all of their rights to or claims for indemnification, contribution (whether via any "other insurance" clauses or otherwise), or subrogation against any Person relating to the payment or defense of any Talc Personal Injury Claim or any past talc-related claim against the Debtors prior to the Effective Date, and (ii) all of their other rights to or claims for indemnification, contribution (whether via any "other insurance" clauses or otherwise), or subrogation against any Person relating to any Talc Personal Injury Claim.

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[10] The "**Rio Tinto/Zurich Trigger Date**" is the date that the Tort Claimants' Committee or the Talc Personal Injury Trust provides Rio Tinto and/or Zurich (as applicable) with notice of the occurrence of the later of (a) the Effective Date, or (b) the date the Affirmation Order becomes a Final Order.

The Rio Tinto/Zurich Settlement is further described in Articles VI and VII of this Disclosure Statement.

(d) *Talc Personal Injury Trust*

The Plan contemplates the establishment of a Talc Personal Injury Trust that will assume all Talc Personal Injury Claims and resolve Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Documents. The Talc Personal Injury Trust Documents include the Talc Personal Injury Trust Agreement, the Trust Distribution Procedures, the Cooperation Agreement, and all other agreements, instruments, and documents governing the establishment, administration, and operation of the Talc Personal Injury Trust. The Trust Distribution Procedures are attached to the Plan as Exhibit A, the Talc Personal Injury Trust Agreement is attached to the Plan as Exhibit B, and the Cooperation Agreement and other Talc Personal Injury Trust Documents will be included in the Plan Supplement.

On the Effective Date (unless otherwise noted below), the Talc Personal Injury Trust will receive the Talc Personal Injury Trust Assets, which include:

- the Imerys Settlement Funds;
- the right to receive the Rio Tinto/Zurich Contribution pursuant to the Rio Tinto/Zurich Settlement;
- the balance of the Intercompany Loan not otherwise used to fund the Reserves or pay administrative expenses during the pendency of the Chapter 11 Cases;
- the balance of the $5 million used for the payment of Allowed Claims in Class 3a not otherwise used to fund the (i) Reorganized North American Debtor Cash Reserve or (ii) the Disputed Claims Reserve;
- all non-Cash assets included in the Imerys Contribution, including the Contributed Indemnity and Insurance Assets;
- all Cash held by the North American Debtors on the Effective Date, not including the Cash used to fund the Reserves;
- all Cash remaining in the Reserves to the extent required by the Plan, if any (to be distributed to the Talc Personal Injury Trust in accordance with the Plan);[11]
- the Talc Personal Injury Trust Causes of Action[12] and any and all proceeds thereof;
- the Talc Insurance Actions and the Talc Insurance Action Recoveries;

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[11] Subject to the foregoing, all excess Cash balances in the Reserves will be disbursed to the Talc Personal Injury Trust pursuant to the terms of the Plan.

[12] Talc Personal Injury Trust Causes of Action include certain claims and causes of action held or assertable by the Debtors that will be transferred to the Talc Personal Injury Trust pursuant to the Plan.

- the rights of the Debtors with respect to the Talc Insurance Policies, the Talc Insurance CIP Agreements, the Talc Insurance Settlement Agreements, and Claims thereunder;
- the Reorganized North American Debtor Stock;[13]
- any and all other funds, proceeds, or other consideration otherwise contributed to the Talc Personal Injury Trust pursuant to the Plan and/or the Confirmation Order or other order of the Bankruptcy Court;
- the rights of the Debtors with respect to the J&J Indemnification Obligations; and
- the income or earnings realized or received in respect of the foregoing.

For the reasons detailed in this Disclosure Statement, the Plan Proponents believe that there will be substantially more assets available to resolve Talc Personal Injury Claims under the Plan than would be the case if there were a chapter 7 liquidation. Pursuant to the Plan, the Imerys Non-Debtors, Rio Tinto, and Zurich are contributing substantial assets to the Talc Personal Injury Trust, which would not be otherwise available for holders of Talc Personal Injury Claims, as it is unlikely that any of those entities would proceed with the settlements set forth in the Plan and Disclosure Statement in the absence of the Injunctions. Also, pursuing litigation with such entities would be costly and time consuming for the Debtors' Estates and would carry litigation risk. In addition, the Plan anticipates a value-maximizing sale process that could result in additional proceeds being available for distribution to holders of Talc Personal Injury Claims. The Plan Proponents also believe that conversion of the Chapter 11 Cases to chapter 7 liquidation proceedings would substantially impact the costs and efficiency of administering the Talc Personal Injury Claims compared to the Talc Personal Injury Trust. For these and other reasons explained in detail herein, the Plan Proponents believe that all holders of Talc Personal Injury Claims, the only Class entitled to vote, should vote to accept the Plan.

2.2 Summary Description of Classes and Treatment

Except for Administrative Claims, DIP Facility Claims, and Priority Tax Claims, which are not required to be classified, all Claims and Equity Interests are divided into classes under the Plan. The following chart summarizes the treatment of such classified and unclassified Claims and Equity Interests under the Plan. This chart is only a summary of such classification and treatment and reference should be made to the entire Disclosure Statement and the Plan for a complete description of the classification and treatment of Claims and Equity Interests. The Plan

[13] The value of the Reorganized North American Debtor Stock will be dependent upon the value of the property held by the Reorganized North American Debtors following the Effective Date, which is anticipated to primarily consist of the post-Effective Date balances of the Reserves and the North American Debtor Causes of Action. Furthermore, it is contemplated that certain of the North American Debtor Causes of Action may be included in the Sale. For the avoidance of doubt, the North American Debtor Causes of Action do not include Talc Personal Injury Trust Causes of Action. The Debtors do not believe that the North American Debtor Causes of Action have significant value.

Proponents reserve the right to modify the Plan consistent with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

The summary of classification and treatment of Claims against and Equity Interests in the Debtors is as follow:

Class	Designation[14]	Applicable Debtor(s)	Treatment	Impairment and Entitlement to Vote	Estimated Recovery
1	Priority Non-Tax Claims	North American Debtors and ITI	Each holder of an Allowed Priority Non-Tax Claim shall receive Cash equal to the Allowed Amount of such Priority Non-Tax Claim.	Unimpaired Not Entitled to Vote (Presumed to Accept)	100%
2	Secured Claims	North American Debtors and ITI	All Allowed Secured Claims in Class 2 shall be treated pursuant to one of the following alternatives on the Distribution Date: (i) payment in full in Cash in accordance with section 506(a) of the Bankruptcy Code; (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code; (iii) such other treatment as the Debtor and the holder shall agree; or (iv) such other treatment as may be necessary to render such Claim Unimpaired.	Unimpaired Not Entitled to Vote (Presumed to Accept)	100%
3a	Unsecured Claims Against the North American Debtors	North American Debtors	Each holder of an Allowed Unsecured Claim against the North American Debtors shall be paid the Allowed Amount of its Unsecured Claim on the Distribution Date. Such payment shall be (i) in full, in Cash, plus post-petition interest at the federal judgment rate in effect on the Petition Date, or (ii) upon such other less favorable terms as may be mutually agreed upon between the holder of the Unsecured Claim and the applicable North American Debtor or Reorganized North American Debtor.	Unimpaired Not Entitled to Vote (Presumed to Accept)	100%

14 The Plan Proponents reserve the right to eliminate any Class of Claims in the event they determine that there are no Claims in such Class.

Class	Designation[14]	Applicable Debtor(s)	Treatment	Impairment and Entitlement to Vote	Estimated Recovery
3b	Unsecured Claims Against ITI	ITI	The legal, equitable, and contractual rights of the holders of Unsecured Claim against ITI are unaltered by the Plan. Except to the extent that a holder of an Unsecured Claim against ITI agrees to a different treatment, on and after the Effective Date, Reorganized ITI will continue to pay or dispute each Unsecured Claim in the ordinary course of business in accordance with applicable law.	Unimpaired Not Entitled to Vote (Presumed to Accept)	100%
4	Talc Personal Injury Claims	North American Debtors and ITI	On the Effective Date, liability for all Talc Personal Injury Claims shall be channeled to and assumed by the Talc Personal Injury Trust without further act or deed and shall be resolved in accordance with the Trust Distribution Procedures. Pursuant to the Plan and the Trust Distribution Procedures, each holder of a Talc Personal Injury Claim shall have its Claim permanently channeled to the Talc Personal Injury Trust, and such Claim shall thereafter be resolved in accordance with the Trust Distribution Procedures.	Impaired (Entitled to Vote)	Unknown[15]
5a	Non-Debtor Intercompany Claims	North American Debtors and ITI	On or after the Effective Date, all Non-Debtor Intercompany Claims (*i.e.*, a Claim held by a Non-Debtor Affiliate against a Debtor) shall be canceled, discharged, or eliminated. Although Non-Debtor Intercompany Claims are Impaired, each holder of an Allowed Claim in Class 5a has consented to its treatment under the Plan as a Plan Proponent and is therefore presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code.	Impaired Not Entitled to Vote (Presumed to Accept)	0%

[15] The Talc Personal Injury Claims will be resolved pursuant to the terms of the Trust Distribution Procedures.

Class	Designation[14]	Applicable Debtor(s)	Treatment	Impairment and Entitlement to Vote	Estimated Recovery
5b	Debtor Intercompany Claims	North American Debtors and ITI	At the election of the applicable Debtor, each Debtor Intercompany Claim (*i.e.*, a Claim held by a Debtor against another Debtor) shall (i) be reinstated, (ii) remain in place, and/or (iii) with respect to certain Debtor Intercompany Claims in respect of goods, services, interest, and other amounts that would have been satisfied in Cash directly or indirectly in the ordinary course of business had they not been outstanding as of the Petition Date, be settled in Cash.	Unimpaired Not Entitled to Vote (Presumed to Accept)	100%
6	Equity Interests in the North American Debtors	North American Debtors	On the Effective Date, all Equity Interests in the North American Debtors shall be canceled, annulled, and extinguished. Although Equity Interests in the North American Debtors are Impaired, each holder of an Allowed Equity Interest in Class 6 has consented to its treatment under the Plan as a Plan Proponent and is therefore presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code.	Impaired Not Entitled to Vote (Presumed to Accept)	Cancelled
7	Equity Interests in ITI	ITI	On the Effective Date, all Equity Interests in ITI shall be reinstated and the legal, equitable, and contractual rights to which holders of Equity Interests in ITI are entitled shall remain unaltered to the extent necessary to implement the Plan.	Unimpaired Not Entitled to Vote (Presumed to Accept)	Reinstated

2.3 The Plan Supplement

Unless otherwise ordered by the Bankruptcy Court, the Plan Proponents will file the Plan Supplement with the Bankruptcy Court no later than twenty-one (21) days prior to the earlier of (i) the deadline for submission of Ballots to vote to accept or reject the Plan, or (ii) the deadline to object to Confirmation of the Plan. The Plan Supplement will include: (a) a list of Executory Contracts and Unexpired Leases to be assumed by the North American Debtors, together with the Cure Amount for each such contract or lease; (b) a list of Executory Contracts and Unexpired Leases to be assumed by ITI, together with the Cure Amount for each such contract or lease; (c) a list of Executory Contracts and Unexpired Leases to be rejected by ITI; (d) a list of the Settling

Talc Insurance Companies; (e) a list of the North American Debtor Causes of Action; (f) a list of the ITI Causes of Action; (g) a list of the Contributed Indemnity and Insurance Interests; (h) the Cooperation Agreement; (i) the Amended Charter Documents; (j) the list of the officers and directors of the Reorganized North American Debtors; (k) the Talc PI Note; (l) the Talc PI Pledge Agreement; (m) the identity of the initial Talc Trustees; (n) a list of the initial members of the Talc Trust Advisory Committee; (o) a list of the Talc Insurance Policies; and (p) the Rio Tinto/Zurich Settlement Agreement.

As provided in the Plan, certain documents included in the Plan Supplement may be revised prior to Confirmation. For example, the list of Executory Contracts and Unexpired Leases to be assumed by the North American Debtors will be revised as needed to take into account additional Executory Contracts and Unexpired Leases to be assumed in advance of the Confirmation Hearing. On or before December 4, 2020, the Debtors shall serve copies of the lists of Executory Contracts and Unexpired Leases provided for in the Plan Supplement on the applicable counterparties. Additionally, the Debtors will serve any revised Executory Contract and Unexpired Lease list on affected counterparties within two (2) days of filing such lists, *provided that* each counterparty to an Executory Contract or Unexpired Lease that is later added to the list and/or (ii) has its Cure Amount modified by the Debtors shall have until the date that is fourteen (14) days after the Debtors serve such counterparty with notice thereof to object to the assumption of its Executory Contract or Unexpired Lease and, if the proposed Cure Amount has been modified, exclusively to the proposed Cure Amount.

ARTICLE III.

GENERAL INFORMATION

This Article III provides a general overview of the North American Debtors' and ITI's corporate history, business operations, organizational structures, and assets. It also discusses the events leading to the filing of the Chapter 11 Cases.

3.1 History and Business, Organizational Structure, and Assets of the North American Debtors

(a) *Corporate History*

The Debtors were acquired in 2011 (the "**2011 Purchase**") by an Imerys Group[16] holding company, Mircal S.A. ("**Mircal**"). Mircal entered into an agreement with Rio Tinto to purchase the stock of the Rio Tinto Corporate Parties' talc operations,[17] including the stock of Luzenac America, Inc. ("**Luzenac America**") and Windsor Minerals, Inc. ("**Windsor**").[18] The stock

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[16] The Imerys Group is a French multinational corporation comprised of over 360 affiliated entities directly and indirectly owned by Imerys S.A.

[17] As used herein, "**Rio Tinto Corporate Parties**" means Rio Tinto plc, Rio Tinto Limited, and the Persons listed on Schedule IV attached to the Plan, each of which is directly or indirectly controlled by Rio Tinto plc and/or Rio Tinto Limited, and the future successors or assigns of Rio Tinto plc, Rio Tinto Limited, and/or the Persons listed on Schedule IV attached to the Plan, solely in their capacity as such.

[18] The Debtors have been owned by various entities over their 100-year history. In 1989, Johnson & Johnson sold the stock of Windsor, which is now known as ITV, to Cyprus Mines Corporation

purchase agreement entitled Mircal to substitute other members of the Imerys Group to acquire individual talc-related entities from the Rio Tinto Corporate Parties, and Mircal exercised that right to cause Imerys Minerals Holding Limited (UK), an indirect, non-debtor subsidiary of Imerys S.A., to acquire the outstanding shares of Luzenac America. At the same time, Mircal also acquired the stock of Luzenac, Inc. ("**Luzenac**"), which is now known as ITC, from another member of the Rio Tinto Corporate Parties, QIT Fer & Titane, Inc. Mircal remains the direct parent entity of ITC. Luzenac America, Windsor, and Luzenac subsequently changed their names to ITA, ITV, and ITC, respectively.[19]

At the time of the 2011 Purchase there were only approximately eight Talc Personal Injury Claims pending against one or more of the Debtors, each of which was in the early stages of litigation. Since then, the number of suits has increased significantly, with over 16,000 on or prior to Petition Date.

(b) *North American Debtors' Operations*

The Debtors are in the business of mining, processing, selling, and/or distributing talc. Talc is mined from talc deposits, which were geologically formed through the transformation of existing rocks under the effect of hydrothermal fluids carrying one or several of the components needed to form the mineral. There are many types of talc and each ore body has its own features and geology. Accordingly, the mining and processing of talc requires highly-technical and specialized knowledge. Talc is used in the manufacturing of dozens of products in a variety of sectors, including coatings, rubber, paper, polymers, cosmetics, food, and pharmaceuticals.

The operations of the North American Debtors include talc mines, plants, and distribution facilities located in: Montana (Yellowstone, Sappington, and Three Forks); Vermont (Argonaut and Ludlow); Texas (Houston); and Ontario, Canada (Timmins, Penhorwood, and Foleyet). Talc sold by the North American Debtors is utilized in numerous products, including, but not limited to: polymers; paper; paints and coatings; specialties; rubber; personal care/cosmetics; building materials; and others. ITA and ITV sell talc directly to their customers as well as to third party and affiliate distributors. ITC exports the vast majority of its talc into the United States almost entirely on a direct basis to its customers.

As of the Petition Date, approximately 5% of the North American Debtors' revenues were from talc sales in the United States for personal care/cosmetic applications. In addition, as of the Petition Date, the North American Debtors' top customers in the personal care/cosmetic sector were manufacturers of baby powder (50% of personal care sales), makeup (30% of personal care

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("**Cyprus Mines**"). In 1992, Cyprus Mines and its affiliates transferred such stock and all of their other assets in the talc business to a newly formed subsidiary, Cyprus Talc Corporation ("**CTC**"). As a result of this transaction, Windsor became a wholly-owned subsidiary of CTC. Contemporaneously with the 1992 transfer, RTZ America, Inc. purchased the outstanding shares of CTC. Also in 1992, CTC was renamed Luzenac America, which is now known as ITA. Windsor continued to remain a wholly-owned subsidiary of Luzenac America.

[19] A timeline of the ownership history of each of the North American Debtors is included in the *Declaration of Alexandra Picard, Chief Financial Officer of the Debtors in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 10] (the "**First Day Declaration**").

sales), and soap (20% of personal care sales). Although there are other talc suppliers in the market, the North American Debtors were historically the sole supplier of cosmetic talc to J&J.[20] The Debtors report that although personal care/cosmetic sales make up only a minor percentage of the North American Debtors' revenue, nearly all of the pending Talc Personal Injury Claims allege injuries based on use of cosmetic products containing talc, though some claims also allege injuries based on exposure to talc in an industrial setting.

Together, the North American Debtors are the market leader with respect to talc production in North America, representing nearly 50% of the market. Their main competitors are the following companies: Mineral Technologies Inc., American Talc Company, Inc., IMI Fabi, and Cimbar.

(c) *Existing Organizational Structure and Ongoing Businesses*

The North American Debtors continue to mine, process, and distribute talc, utilizing a core group of executives and staff personnel who are assisted by specialized outside professionals and consultants.

As of July 31, 2020, the North American Debtors employed approximately 274 employees – 175 by ITA, 29 by ITV, and 70 by ITC. These employees are located at the North American Debtors' offices in Roswell, Georgia, and talc mines, plants, and distribution facilities in Montana, Vermont, Texas, and Ontario, Canada.[21] Approximately 101 of the employees are salaried employees and approximately 173 of the employees are hourly employees. In addition, the North American Debtors' workforce also includes approximately 8 part-time employees and approximately 29 independent contractors.[22] The North American Debtors also rely on services provided by Imerys S.A. and certain Non-Debtor Affiliates under various shared services arrangements, as further described in the First Day Declaration and the Cash Management Motion (as defined below).

The officers (with position) of each of the North American Debtors as appointed by their respective boards of directors are: Giorgio La Motta (President), Anthony Wilson (Treasurer), and Ryan J. Van Meter (Secretary). In addition, the boards of directors of ITA and ITV consist of Kevin Collins, Giorgio La Motta, and Douglas Smith, and the board of directors of ITC consists of Kevin Collins, Giorgio La Motta, Douglas Smith, and Matthias Reisinger.

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[20] "**J&J**" means Johnson & Johnson, Johnson & Johnson Baby Products Company, Johnson & Johnson Consumer Companies, Inc., Johnson & Johnson Consumer Inc., Johnson & Johnson Consumer Products, Inc., and each of their past and present parents, subsidiaries and Affiliates, direct and indirect equity holders, and the successors and assigns of each, excluding the Debtors and the Imerys Non-Debtors.

[21] Certain of the North American Debtors' officers conduct operations from a rented office located in San Jose, California.

[22] Included as hourly employees are approximately 108 employees who are covered by various collective bargaining agreements.

(d) *Description of the North American Debtors' Assets*

The North American Debtors' assets consist primarily of cash on hand, parent loan receivables, insurance assets and indemnification rights, inventory, machinery and equipment, mineral reserves, land and buildings, and accounts receivable. Each of these asset categories is described below.

(1) Cash and Investments

As of July 31, 2020, the North American Debtors held approximately $14.4 million in Cash in the aggregate. The Cash is maintained, in part, in various accounts maintained by the North American Debtors. ITA maintains a lockbox account and an EFT account, as well as an adequate assurance account in accordance with the order approving the Utilities Motion [Docket No. 296] (as defined below), each of which are located at SunTrust Bank. ITC has two operating accounts (one for U.S. Dollars and one for Canadian Dollars) held at the Royal Bank of Canada and a deposit account held at SunTrust Bank. ITC's deposit account was opened post-petition at the request of the United States Trustee. ITA and ITC also maintain interest bearing savings accounts with Signature Bank that were opened in January 2020. ITV does not hold any bank accounts.

As of July 31, 2020, the North American Debtors also had an accounts receivable balance totaling approximately $17.7 million. This balance primarily corresponds to receivables due from third party customers incurred in the ordinary course of sales.

(2) Cash Management System and Intercompany Loans

The North American Debtors are not party to any secured financing arrangements or any third party credit facilities, and instead have relied on the positive cash flows generated by their operations to run their businesses and fund the Chapter 11 Cases.

Prior to the Petition Date, and as further described in the First Day Declaration, ITA and ITV participated in a zero balance accounting cash management system with their non-debtor, indirect parent, Imerys USA, Inc. ("**Imerys USA**").[23] Under such system, at the end of each business day, funds remaining in certain of ITA's bank accounts were automatically swept to Imerys USA. The amount swept to Imerys USA less any payments made by Imerys USA on account of expenses incurred by ITA or ITV was recorded in ITA's and Imerys USA's books as an interest-bearing intercompany loan in favor of ITA pursuant to (i) that certain Intercompany Loan and Investment Agreement, dated as of June 2018, by and between ITA and Imerys USA (the "**ITA Loan Agreement**") and (ii) that certain Intercompany Loan and Investment Agreement, dated as of June 2018, by and between ITV and Imerys USA (the "**ITV Loan Agreement**" and,

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[23] A description of the Debtors' cash management system, deposit practices, and intercompany transactions is found in *Debtors' Motion for Orders Under 11 U.S.C. §§ 105(a), 345, 363, 503(b), and 507(a), Fed. R. Bankr. P. 6003 and 6004, and Del. Bankr. L.R. 2015-2 (I) Authorizing Continued Use of Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (II) Authorizing Continuation of Existing Deposit Practices, (III) Approving the Continuation of Intercompany Transactions, and (IV) Granting Superpriority Administrative Expense Status to Certain Postpetition Intercompany Claims* [Docket No. 11] (the "**Cash Management Motion**").

together with the ITA Loan Agreement, the "**Intercompany Loan Agreement**").[24] Prior to the Petition Date, ITA and ITV modified certain aspects of their cash management system and eliminated the practice of automatically sweeping funds to Imerys USA. As of the date hereof, (i) ITA has an outstanding loan receivable from Imerys USA in the amount of approximately $8,500,000 (the "**ITA Loan**") and (ii) ITV has an outstanding loan receivable from Imerys USA in the amount of approximately $3,000,000 (the "**ITV Loan**").

ITC operates under a separate cash management system from the other North American Debtors. Historically, excess cash generated by ITC's operations was periodically swept to Imerys S.A. at the discretion of ITC. All transfers of cash that were made to Imerys S.A. (net of any cash transfers made from Imerys S.A. to ITC) were recorded as an intercompany interest-bearing loan on the books of Imerys S.A. and ITC pursuant to (i) that certain Intra-Group Treasury Agreement (the "**Treasury Agreement**"), by and between Imerys S.A. and certain of its subsidiaries, including the North American Debtors, and (ii) that certain Intercompany Loan and Investment Agreement by and between Imerys S.A. and ITC. As of the date hereof, ITC holds an outstanding loan due and payable from Imerys S.A. in the amount of approximately $2,600,000 (the "**ITC Loan**" and, together with the ITA Loan and the ITV Loan, the "**Intercompany Loan**").

(3) Insurance Policies, Indemnity Rights, and Settlement Agreements

The North American Debtors are insureds, or otherwise have rights to coverage, under numerous Talc Insurance Policies covering, among other things, liability for Talc Personal Injury Claims. Although the Debtors estimate that the amount of the aggregate insurance available is material, the realizable value of such coverage is subject to any number of factors, including, without limitation, the solvency of the insurers and the outcome of existing and any future coverage disputes. As further described in Article V of this Disclosure Statement, prepetition, the North American Debtors were actively pursuing claims against certain insurers for substantial insurance coverage and collections against these insurers, and were engaged in disputes with certain of their predecessors in interest regarding who has the right to access certain Talc Insurance Policies.

In addition, the Debtors believe that (i) Talc Personal Injury Claims related to the North American Debtors' sale of talc to J&J are subject to uncapped indemnity rights against J&J under certain stock purchase and supply agreements and (ii) one or more of the North American Debtors (*e.g.*, ITV f/k/a Windsor Minerals, Inc.) have the rights to the proceeds of insurance policies issued to J&J. J&J has historically disputed the existence and extent of any indemnity obligations owed to the Debtors or the Imerys Non-Debtors, and has disputed that the North American Debtors have any rights to the proceeds of insurance policies issued to J&J.

As of the date hereof, the North American Debtors have identified various insurance and indemnity assets, including:

- certain amounts that are potentially collectible from insurers on account of unpaid billings for prepetition claims in an estimated amount up to $109,000;

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[24] The Intercompany Loan Agreements were amended by that certain Letter Agreement, dated as of February 11, 2019.

- remaining aggregate limits under the Talc Insurance Policies with solvent insurers (not otherwise subject to a Bankruptcy Court-approved settlement agreement) having an estimated realizable value of approximately $830 million available to pay claims covered under such agreements, which estimate excludes any estimate for anticipated recoveries on account of the coverage provided by insurers who are subject to settlement agreements;

- the right to access certain shared insurance policies issued to J&J and its subsidiaries with estimated total aggregate limits of approximately $2 billion; *provided, however*, that J&J disputes that the Debtors are entitled to such proceeds;

- the right to seek the proceeds of policies issued to Standard Oil (Indiana) and its subsidiaries with total aggregate limits of approximately $1.2 billion; and

- indemnity rights against J&J.

As described in Articles IV, VI, and VII of this Disclosure Statement, the Debtors' ability to access certain of these insurance and indemnity assets is affected by the Rio Tinto/Zurich Settlement.

(4) Other Assets

As of July 31, 2020, the North American Debtors also had the following core assets:

- Inventory with an approximate value of $29.8 million. The inventory includes raw materials, finished goods, and other inventory or supplies. Raw materials represent the largest component of total inventory for ITA and ITV, totaling approximately $14.1 million and $1.7 million, respectively, and include, among other things, purchased crude ore and mined ore. Raw materials represent the largest component of total inventory for ITC, totaling approximately $3.4 million, and include, among other things, mined ore.

- Machinery, fixtures, and equipment with an approximate value of $36.4 million.

- Mining assets with a value of approximately $13.5 million. Mineral reserves and overburden represent approximately $5.3 million and $8.1 million of the mining assets, respectively. Moreover, the North American Debtors' mineral reserves are comprised of the unmined portion of the ore deposits at the North American Debtors' mines.

- Land and buildings with an approximate value of $5.7 million (after accumulated depreciation), primarily consisting of industrial buildings and related improvements, including infrastructure, and the land under and surrounding the buildings and production facilities.

3.2 History and Business, Organizational Structure, and Assets of ITI

(a) *Corporate History*

In 1895, the Società Talco e Grafite Val Chisone ("**Società**") was organized for the purpose of mining minerals, including talc, from the Val Chisone and Valle Germanasca valleys in the Piedmont region of Italy. In July of 1907, Talco e Grafite Val Chisone S.V.C. ("**Talco e Grafite**") was incorporated in Pinerolo, Italy, and subsequently acquired all of the tangible and intangible assets of Società. Thereafter, on April 5, 1990, Finanziaria Minerario Industriale was organized in the Piedmont region of Italy, and on August 31, 1990, Finanziaria Minerario Industriale was merged with Talco e Grafite and renamed Talco Val Chisone S.p.A.

Talco Val Chisone S.p.A. changed its name to Luzenac Val Chisone S.p.A. after it was acquired by Rio Tinto Talc Limited. Then, as with the predecessor entities of the North American Debtors, Luzenac Val Chisone S.p.A. was acquired by the Imerys Group as part of the 2011 Purchase. Luzenac Val Chisone S.p.A. was then renamed Imerys Talc Italy S.p.A. ITI is a majority-owned subsidiary of Mircal Italia, which in turn is an indirect subsidiary of Imerys S.A.

(b) *ITI's Operations*

Like the North American Debtors, ITI is in the business of mining, processing, selling, and/or distributing talc to a variety of end markets. ITI's talc operations include a talc mine in Rodoretto, and a plant and office in Porte. Talc that is mined in Rodoretto is sent to the plant in Porte where it is processed, refined into various talc products, and packaged for distribution. The office in Porte houses ITI's general management administrative operations.

ITI sells its talc through internal sales channels as well as through third party distributors. Talc sold by ITI is utilized in numerous products, including, but not limited to: specialties (39%); polymers (23%); personal care (22%); paints and coatings (10%); and other (6%).[25] ITI has a leading market share for its products in Europe, the Middle East, and Africa. In addition, ITI also sells talc to purchasers in North America. Approximately 4% of ITI's current revenues arise from talc sales to the United States for cosmetic/personal care applications.

(c) *Existing Organizational Structure and Ongoing Businesses*

ITI continues to mine, process, and distribute talc, utilizing a core group of executives and personnel. ITI currently employs 83 full-time employees and one part-time employee. Specifically, 49 of ITI's employees are located at the Rodoretto mine, 23 are located at the Malanaggio plant, and 12 are located at the Porte office. ITI also benefits from certain shared services arrangements with Imerys S.A. and Imerys Talc Europe. Specifically, ITI pays an aggregate annual fee to Imerys Talc Europe for services related to, among other things: information systems and technology, research and application, general management and communications, industrial production, geology, process engineering, marketing, finance, human resources, health, safety and environment, and logistics. ITI also pays an annual fee to Imerys S.A. on account of certain group-level executive management, legal, and other corporate overhead services provided

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[25] The foregoing percentages are based on total sales in 2019.

by Imerys S.A. to ITI. These services include, among other things: business administration, management, marketing and sales, legal, internal and external communications, accounting, finance, taxation, treasury, information technology, technology, transport, insurance, purchasing, and product safety and stewardship services.

The officers (with position) and Statutory Auditors of ITI are: Kosman Rivolti (CEO), Laura Campanini (Board of Statutory Auditors Chairman), Giorgio Monetti (Statutory Auditor), and Anna Angela De Benedittis (Statutory Auditor). In addition, the board of directors of ITI consists of Vincenzo Walter Gentile, Kosman Rivolti, and Kevin Collins.

(d) *Description of ITI's Assets*

(1) Cash, Cash Management System and Intercompany Loan

ITI has relied on the positive cash flows generated by its operations to run its business.

As of August 31, 2020, ITI held approximately $8,000. ITI has an operating account located at Société Générale Italy and a tax disbursement account located at Intesa Sanpaolo S.p.A. Each of these accounts are maintained in ITI's name.

ITI operates under a separate cash management system from the North American Debtors. Historically, excess cash generated by ITI's operations was swept on a daily basis to a bank account in the name of Imerys Talc Europe, where it was pooled in an operating account held by Imerys Talc Europe with funds from other European affiliates and eventually upstreamed to Imerys S.A. ITI also periodically transferred funds to Imerys S.A. as compensation for intercompany transactions, which were historically consolidated and settled with Imerys S.A. pursuant to an intercompany netting system and recorded on the relevant entity's books as a payable or receivable, as applicable. All transfers that were made to Imerys Talc Europe or Imerys S.A. (net of any cash transfers made from Imerys Talc Europe or Imerys S.A. to, or on behalf of, ITI) were recorded as an intercompany interest-bearing loan on the books of ITI and Imerys Talc Europe or Imerys S.A., as applicable.

As of the date of this Disclosure Statement, excess funds are no longer swept from ITI to Imerys Talc Europe or Imerys S.A. Instead, all funds generated from ITI's operations are retained in ITI's bank accounts. Moreover, ITI now satisfies all intercompany obligations on account of intercompany purchases or services as they come due in cash. Notwithstanding the foregoing, payables and receivables between ITI and the Debtors may continue to accumulate, with such obligations to be settled on a cash basis at the discretion of the Debtors and ITI.

As of August 31, 2020, ITI holds an outstanding loan receivable (i) from Imerys Talc Europe in the amount of approximately $23.9 million and (ii) from Imerys S.A. in the amount of approximately $332,000. ITI also had an accounts receivable balance totaling approximately $3,700,000 as of August 31, 2020. This balance primarily corresponds to receivables due from third party customers incurred in the ordinary course of sales.

(2) Other Assets

As of August 31, 2020, ITI maintained the following other core assets:

- Inventory with an approximate value of $2,300,000. The inventory includes raw materials, spare parts, work in progress, and finished goods. Raw materials represent the largest component of total inventory, totaling approximately $1,600,000, and include, among other things, crude ore, bag stops, and pallets.

- Mineral reserves with a value of approximately $950,000. The mineral reserves represent the unmined portion of the ore deposits at the mine.

- Land and buildings with an approximate value of $3,500,000 (after accumulated depreciation), primarily consisting of industrial buildings and related improvements, including infrastructure, and the land under and surrounding the buildings and production facilities.

3.3 Filing of the Chapter 11 Cases and Plan Discussions

(a) *Events Leading to the Chapter 11 Cases*

In June 2018, as a result of the increasing number of talc claims being asserted against the North American Debtors in the tort system and the unwillingness of the North American Debtors' insurers and indemnitors to provide coverage for the Debtors' mounting defense costs, the North American Debtors retained Latham & Watkins LLP ("**Latham**") to assist them in evaluating a number of strategic options to manage their talc-related liabilities. The North American Debtors and Latham worked with the North American Debtors' litigation defense counsel, Alston & Bird LLP ("**Alston**") and Gordon Rees Scully Mansukhani LLP, and insurance coverage counsel, Neal, Gerber & Eisenberg LLP ("**NGE**"), to identify and assess alternatives to resolve the North American Debtors' talc-related liabilities, including evaluating the costs and benefits associated with continuing to litigate talc-related claims in the tort system.

At the same time, the North American Debtors explored the viability of using a chapter 11 bankruptcy filing to address their talc liabilities by channeling them to a trust created under sections 105 and 524(g) of the Bankruptcy Code that would be structured to ensure the fair and equitable treatment of present and future claimants. As part of this exploratory effort and to facilitate the implementation of this potential chapter 11 strategy if and when authorized by their boards of directors, the North American Debtors entered into an engagement letter with James L. Patton, Jr. of Young Conaway Stargatt & Taylor, LLP ("**Young Conaway**") on September 25, 2018 to serve as a proposed future claims representative to represent the interests of individuals who may in the future assert talc-related demands against the Debtors. Mr. Patton retained Young Conaway as his legal counsel and Ankura Consulting Group, LLC ("**Ankura**") as his claims analyst to provide advice in connection with such representation. Together with his advisors, Mr. Patton initiated an extensive diligence process into the North American Debtors' businesses and the pending talc litigation, subject to a confidentiality agreement.

The North American Debtors worked constructively with Mr. Patton and his advisors throughout the prepetition process by providing access to relevant documents and responses to numerous information requests, as well as by attending multiple in-person diligence meetings, among other things. The North American Debtors hoped to engage with plaintiffs' firms prior to the commencement of the Chapter 11 Cases to determine if a pre-arranged chapter 11 plan could

be achieved. The North American Debtors did not have sufficient time, however, to conduct the diligence process that would be necessary for the parties to engage in meaningful discussions given the pending trial calendar (and risk of incurring a judgment for which the North American Debtors could not post an appeal bond) and the ever-increasing costs of settlement and defense. Nevertheless, the constructive discussions with Mr. Patton confirmed, from the Debtors' perspective, the viability of using chapter 11 to resolve the Talc Personal Injury Claims in a manner that would maximize the distributable value for all stakeholders and provide fair and equitable treatment of the Talc Personal Injury Claims.

(b) *Filing the Chapter 11 Cases, Continuation of Diligence, and Plan Discussions*

After extensive discussions with their advisors, the North American Debtors ultimately determined that, due to the increasing number of Talc Personal Injury Claims being asserted against them in the tort system and the prospect of diminishing readily accessible insurance/third party indemnitor coverage, continued litigation in the tort system was not a viable option and that the commencement of the Chapter 11 Cases was in the best interests of the North American Debtors, their Estates, and their stakeholders. Accordingly, on February 13, 2019, the North American Debtors' boards of directors authorized the filing of these Chapter 11 Cases.

Following the Petition Date, as described more fully in Article V, the FCR and the Tort Claimants' Committee were each appointed in the Chapter 11 Cases. Plan discussions between the Tort Claimants' Committee, the FCR, and the North American Debtors (and related due diligence) progressed after the bankruptcy filing. The plan discussion process included, among other things, in-person meetings and conference calls between counsel to the North American Debtors and counsel to the Tort Claimants' Committee and the FCR, written responses to information requests from counsel to the Tort Claimants' Committee and the FCR, and a comprehensive document production, wherein the North American Debtors produced, and counsel to the Tort Claimants' Committee and the FCR reviewed, documents and electronic files relating to the Debtors, their affiliates, and predecessors.

As discussions matured and the diligence process reached advanced stages, the North American Debtors, the Tort Claimants' Committee, and the FCR focused on the possibility of a comprehensive settlement involving Imerys S.A., ITI, and the other Non-Debtor Affiliates. In furtherance of such a settlement, Imerys S.A. provided certain information and documents related to diligence requests from the Tort Claimants' Committee and the FCR. Such diligence informed the parties' views on a potential contribution that could be made to the Talc Personal Injury Trust by or on behalf of the Imerys Non-Debtors in return for protection under the Channeling Injunction.

In light of the foregoing developments, Imerys S.A. and its counsel became more directly involved in the plan negotiations in the months leading up to the filing of the Plan. Representatives of the North American Debtors, the Tort Claimants' Committee, the FCR, and Imerys S.A. spent considerable time negotiating over the terms of a framework for a plan of reorganization for the Debtors that would include a chapter 11 filing for ITI. In particular, the parties focused on the funding for the Talc Personal Injury Trust via the Imerys Contribution, and the terms of the Channeling Injunction. Ultimately, the parties reached an agreement on the key terms for a proposed plan of reorganization and global settlement, which are embodied in the Plan.

(c) *ITI*

The global settlement encompassed in the Plan contemplates that ITI will file a voluntary petition for relief under chapter 11, provided that the requisite number of votes to accept the Plan are received from the holders of Talc Personal Injury Claims against the Debtors (including, for the avoidance of doubt, ITI). Given the potential for ITI to face increasing talc-related litigation if it remains in the tort system, ITI has determined that the commencement of a chapter 11 case in order to similarly resolve its talc-related liabilities, pending a vote to accept the Plan by holders of Claims in Class 4, is in the best interests of ITI and its stakeholders.

(d) *J&J Negotiations*

During this period, the North American Debtors also engaged in a number of confidential discussions with J&J regarding the resolution of J&J's indemnification obligations with respect to the Talc Personal Injury Claims. These negotiations were premised on, among other things, J&J's agreement to assume the defense of litigation of the Talc Personal Injury Claims and J&J's waiver of indemnification and any other claims against the North American Debtors. As of the date of this Disclosure Statement, the Plan Proponents remain engaged in ongoing settlement discussions with J&J related to the Debtors' Chapter 11 Cases.

ARTICLE IV.

SUMMARY OF LIABILITIES AND RELATED INSURANCE OF THE DEBTORS

4.1 Description of Talc Personal Injury Liabilities

The Debtors' most significant liabilities are the numerous Talc Personal Injury Claims asserted against them, which are described in detail below. The Debtors maintain that their talc is safe, that the Talc Personal Injury Claims are without medical or scientific merit, and that exposure to their talc products has not caused personal injuries. The Debtors also contend that the safety of their talc has been confirmed by dozens of peer-reviewed studies and multiple regulatory and scientific bodies, including five of the largest real world studies ever conducted. The Tort Claimants' Committee and the FCR disagree with the Debtors' position, and dispute the validity of the studies relied upon by the Debtors. In support of their position, the Tort Claimants' Committee and the FCR assert, among other things, the relatively nascent development of this tort and the existence of new or better testing methodologies than those cited in the studies on which the Debtors rely.

As described in the First Day Declaration, it is the Debtors' view that they have had significant success defending against Talc Personal Injury Claims in the tort system and no final, unappealable verdict has been issued against any Debtor in any lawsuit asserting talc related claims. The Debtors assert that they have been and continue to be committed to the quality and safety of their products above all else. Nevertheless, the substantial increase in alleged talc-related claims in the last few years, combined with the current state of the U.S. tort system, has led to overwhelming projected litigation costs (net of insurance) that the Debtors were unable to sustain over the long-term, leading to the chapter 11 filings.

To be clear, though they are each Plan Proponents, neither the Tort Claimants' Committee nor the FCR accept the Debtors' position regarding the safety of their talc or the safety of any products into which talc is incorporated.

(a) *Overview*

As of the Petition Date, one or more of the Debtors were among the defendants in thousands of actions brought before various U.S. federal and state courts by multiple plaintiffs asserting Talc Personal Injury Claims. Plaintiffs have historically asserted two types of Talc Personal Injury Claims: (1) claims alleging ovarian cancer or other related gynecological diseases arising as a result of talc exposure (the "**OC Claims**") and (2) claims alleging respiratory cancers or other asbestos-related diseases arising as a result of talc exposure ("**Mesothelioma Claims**"). As of the Petition Date, there were approximately 13,800 pending lawsuits asserting OC Claims and approximately 850 pending lawsuits asserting Mesothelioma Claims against one or more of the North American Debtors. ITI has also been named as a defendant in litigation asserting Talc Personal Injury Claims. As of the date hereof, ITI has been named in eight pending lawsuits asserting Mesothelioma Claims,[26] and it is possible that ITI may presently be a named defendant in other cases in which it has not been served or otherwise been made aware of such proceedings.

Approximately 98.6% of the pending lawsuits asserting Talc Personal Injury Claims allege injuries based on the use of cosmetic products containing talc. As described above, personal care/cosmetic sales into the United States make up approximately 5% of the North American Debtors' annual revenues and 2% of ITI's annual revenues. In addition, the Debtors historically supplied and at times were the sole supplier of, talc to J&J, and have been routinely named as a co-defendant with J&J in litigation related to the Talc Personal Injury Claims. Approximately 99.8% of the pending and closed lawsuits asserting OC Claims against the Debtors named J&J as a co-defendant, and approximately 80.1% of the pending lawsuits asserting Mesothelioma Claims against the Debtors named J&J as a co-defendant.

(b) *Proliferation of Talc Claims*

At the time of the Imerys Group's acquisition of the Debtors, there was only one OC Claim pending against ITA, which was in the early stages of litigation.[27] In 2014, following a judgment against J&J, the number of suits filed involving OC Claims began to increase. Approximately 16,500 OC Claims have been filed since 2014 and, as of the Petition Date, approximately 13,800 OC Claims were pending against one or more of the Debtors.

Similarly, when the Debtors were acquired in 2011, there were only approximately seven pending Mesothelioma Claims, which were all in the early stages of litigation. As with OC Claims, however, plaintiffs began filing Mesothelioma Claims at an increasing pace in 2014, and in early 2016, one of the Mesothelioma Claims reached trial. Since 2014, approximately 1,200

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[26] All of these suits have been filed by the same firm, the Lanier Law Firm. As of the filing date of this Disclosure Statement, and in light of the potential chapter 11 filing of ITI contemplated under the proposed Plan, these cases have been dismissed, without prejudice, as to ITI pursuant to an agreement between ITI and the plaintiffs in those suits.

[27] ITA subsequently obtained summary judgment in its favor in that case.

Mesothelioma Claims have been filed against one or more of the Debtors, of which approximately 850 were still pending as of the Petition Date.[28]

(c) *OC Claims*

Plaintiffs asserting OC Claims generally allege that they have developed ovarian cancer or other related gynecological cancers as a result of their use of certain cosmetic products, primarily J&J body powders (which were historically comprised almost entirely of talc) for feminine hygiene purposes. Historically, plaintiffs have asserted that talc itself causes ovarian cancer and have not asserted that talc contained in the body powder was contaminated with trace amounts of asbestos. In 2017, however, some plaintiffs asserting OC Claims began to allege that their personal injuries may also have been caused by trace asbestos contamination of the talc. The Debtors dispute all of these allegations.

(d) *Mesothelioma Claims*

Plaintiffs asserting Mesothelioma Claims generally allege they have developed non-ovarian cancer personal injuries based on some form of asbestos exposure. Some of these plaintiffs assert that they were only exposed to talc that was contaminated with trace amounts of asbestos, while others allege additional non-talc exposure to asbestos. It is the Debtors' view that in many cases plaintiffs have made insufficient allegations for the Debtors to determine whether the Mesothelioma Claims are based on cosmetic talc exposure, industrial talc exposure, or both. For those pending cases where the plaintiff's exposure to talc has been identified with specificity, approximately 63% percent of plaintiffs allege exposure to asbestos through the use of cosmetics, while approximately 24% of plaintiffs allege exposure in industrial occupational settings (the approximately remaining 13% of plaintiffs allege both cosmetic and industrial exposure).

4.2 Description of Talc Insurance Coverage

(a) *Talc Insurance Coverage*

The North American Debtors have access to, and rights under, various Talc Insurance Policies with Talc Insurance Companies that cover, among other things, certain talc-related personal injury liabilities and related litigation costs (including, in certain instances, defense costs).[29] Specifically, one or more of the North American Debtors have the right to the proceeds of insurance policies for both the OC Claims and the Mesothelioma Claims.[30] As further discussed below, the Debtors are informed and believe that the total amount of insurance available for the

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[28] The Debtors do not intend to seek a formal estimation of the Debtors' total liability for Talc Personal Injury Claims, but they reserve the right to seek such a formal estimation in the future.

[29] ITI has not identified any insurance coverage for Talc Personal Injury Claims asserted against it and has been paying the defense costs of talc-related personal injury litigation directly.

[30] The payment of defense costs by certain of the Talc Insurance Companies under certain Talc Insurance Policies does not erode the limits of liability available to satisfy talc-related liabilities.

OC Claims and the Mesothelioma Claims is at least $670 million and $160 million, respectively.[31] Notwithstanding the foregoing, the amounts available for OC Claims that the Debtors believe are attributable to the Zurich Policies (as defined below) (in excess of $630 million) will be released pursuant to the Rio Tinto/Zurich Settlement in exchange for the Rio Tinto/Zurich Contribution. Moreover, the Debtors also believe that ITA has rights to seek the proceeds from certain other insurance policies with total aggregate limits of approximately $1.2 billion to resolve Mesothelioma Claims.

The Debtors have reviewed each of the available Talc Insurance Policies referred to herein, as well as secondary evidence. Based on the Debtors' review, the Debtors believe that each of the Talc Insurance Policies provides coverage for bodily injury allegedly caused by exposure to talc or talc-containing products during the applicable policy period. Based on the Debtors' review and communications with certain Talc Insurance Companies, the Debtors understand that each of the Talc Insurance Companies that issued the Talc Insurance Policies included within the available limits (as further described below) is solvent and able to pay covered claims. The Debtors base their belief that the Talc Insurance Policies have realizable value as stated herein on their review of the Talc Insurance Policies, review of secondary evidence, and communications with certain Talc Insurance Companies.[32]

Several Talc Insurance Companies have asserted coverage defenses, including but not limited to defenses based on exclusions and other limitations contained in the policies. The Debtors have evaluated these purported defenses and believe that such defenses do not preclude insurance coverage, but may impact the scope of available coverage on a claim by claim basis.

(1) Insurance Coverage Containing Asbestos Exclusions

Zurich and Rio Tinto Captive Insurer Policies. One or more of the North American Debtors has asserted the right to insurance coverage under certain primary liability policies issued by a Zurich Corporate Party (the "**Zurich Policies**").[33] Zurich issued primary liability policies to Luzenac America from May 1997 to May 2001 with total aggregate limits of liability of $20 million. Zurich also issued primary liability policies to certain of the Rio Tinto Corporate Parties from May 2001 to May 2012 with total aggregate limits of $630 million. The Debtors are informed and believe that the Zurich Policies have been eroded by at least $17 million, resulting in remaining limits of in excess of $630 million. Pursuant to various agreements with Zurich and certain of the

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[31] ITA currently is involved in coverage litigation in California state court regarding the scope and amount of available coverage for Mesothelioma Claims under certain Talc Insurance Policies. This coverage dispute is further discussed below.

[32] For example, a review of the Zurich Policies shows that the total limits are in excess of $650 million, and communications with Zurich confirmed that there is in excess of $630 million in remaining limits. Likewise, a review of available Cyprus Historical Policies (as defined below) showed that the total limits were approximately $175 million, and communications with certain insurers that issued certain Cyprus Historical Policies confirmed approximately $160 million in remaining limits.

[33] The Zurich Policies include any and all Talc Insurance Policies issued by the Zurich Corporate Parties, including but not limited to the Talc Insurance Policies listed on Schedule VI to the Plan. For the avoidance of doubt, the Zurich Policies shall not include any policy to the extent such policy provides reinsurance to any Rio Tinto Captive Insurer.

Rio Tinto Corporate Parties, the North American Debtors owe no further deductibles on the Zurich Policies. The Debtors are unaware of any excess policies issued to the Rio Tinto Corporate Parties or to the North American Debtors above the Zurich Policies. Each of the Zurich Policies contains an endorsement that purports to exclude coverage for injuries caused by exposure to asbestos.[34]

Zurich and the Rio Tinto Corporate Parties have disputed the North American Debtors' rights to the proceeds of the Zurich Policies on several grounds, including that (1) there is a lack of scientific evidence to support the theory that talc exposure, in and of itself, causes ovarian cancer, thus rendering the Debtors' liability for ovarian-cancer claims uncertain and speculative; (2) the Zurich Policies contain exclusions for asbestos-related liabilities; (3) there is a lack of relevant settlement history; (4) the Debtors have successfully asserted defenses to liability in the tort system; (5) the Debtors have substantial insurance assets other than the Zurich Policies that are available to them; and (6) under the terms of the 2011 Purchase, the Debtors are not entitled to access any Zurich Policies other than ten policies issued by Zurich between May 31, 2001 and May 31, 2011, under which Luzenac America was an insured.

In addition, the Rio Tinto Captive Insurers issued certain policies (the "**Rio Tinto Captive Insurer Policies**") that originally named Luzenac America and certain Rio Tinto Corporate Parties as insureds, and afforded difference-in-limits coverage for sums that exceeded the limits of the Zurich Policies, up to the policy limits of the Rio Tinto Captive Insurer Policies, and the Rio Tinto Corporate Parties purchased certain excess policies above those limits.[35] Each of these policies contains an exclusion for injuries caused by exposure to asbestos. Rio Tinto contends that, under the terms of the 2011 Purchase, the Debtors no longer have access to coverage under any of these policies.

The Rio Tinto/Zurich Settlement, including the Rio Tinto/Zurich Settlement Agreement, finally resolves all disputes regarding the Debtors' alleged rights to coverage under the above policies and releases the Zurich Protected Parties and the Rio Tinto Protected Parties from any claims directly or indirectly arising out of or related to those policies, in return for the substantial contributions to be made by Zurich and Rio Tinto to the Talc Personal Injury Trust.

XL Policies. One or more of the North American Debtors have the right to insurance coverage under four primary general liability policies and four umbrella polices issued by XL Insurance America, Inc. ("**XL**") to Imerys USA and its subsidiaries. XL issued primary general liability policies for the period of January 2011 to February 2015 with total aggregate limits of $4 million (the "**XL Primary Policies**"). XL also issued umbrella liability policies for the period of January 2011 to February 2015 with total aggregate limits of $34 million (the "**XL Umbrella Policies**," and together with the XL Primary Policies, the "**XL Policies**"). The Debtors are informed and believe that the XL Policies have total remaining limits of approximately $37

[34] J&J contends that it qualifies as an additional insured under certain of the Zurich Policies.

[35] The Rio Tinto Captive Insurance Policies include any and all Talc Insurance Policies issued by the Rio Tinto Captive Insurers, including, but not limited to the Talc Insurance Policies listed on Schedule III attached to the Plan. For the avoidance of doubt, the Rio Tinto Captive Insurer Policies shall not include any policy to the extent such policy provides reinsurance to any Zurich Protected Party.

million. Each of the XL Policies contains an endorsement that purports to exclude coverage for injuries caused by exposure to asbestos.

The Debtors intend to participate in mediation with XL to resolve certain disputes regarding the Debtors' rights to coverage under the XL Policies.

(2) Insurance Coverage Not Containing Asbestos Exclusions

As a result of the various transactions involving the talc business of Cyprus Mines (as discussed in Article V below), ITA believes it has the right to seek proceeds from insurance policies that provide coverage for liabilities arising out of the talc business of Cyprus Mines and/or its affiliates or predecessors (the "**Cyprus Historical Policies**"). Specifically, the Cyprus Historical Policies consist of numerous primary, excess, and umbrella comprehensive general liability insurance policies issued, or otherwise providing coverage, to Cyprus Mines and/or its affiliates or predecessors between 1961 and 1986. The policies provide coverage for bodily injury that occurs during the respective policy periods. The Debtors are informed and believe that all of the primary liability policies that could provide coverage for asbestos-related liabilities arising out of the talc business of Cyprus Mines and/or its affiliates or predecessors have been exhausted, except four primary liability policies issued by The American Insurance Company from May 1961 to October 1964. The remaining coverage consists of umbrella and excess policies issued by various insurers from April 1962 to July 1986 with total aggregate limits of approximately $160 million. In addition, the Debtors are informed and believe that ITA also has rights to seek the proceeds from insurance policies issued to Standard Oil (Indiana) from 1980 to 1985 with total aggregate limits of approximately $1.2 billion. As further discussed below, the North American Debtors are presently litigating their rights to these policies in the Cyprus Insurance Adversary Proceeding (as defined below).

(b) *J&J*

(1) J&J Insurance and Indemnity Obligations

J&J Insurance. The Debtors have asserted that one or more of the Debtors have the right to insurance coverage from various insurance policies issued to J&J with total aggregate limits of approximately $2 billion. For example, ITV (f/k/a Windsor Minerals, Inc.) was a wholly-owned J&J subsidiary during the applicable policy periods of the J&J insurance policies and therefore entitled to coverage. The Debtors presently are unaware of the total remaining and available limits of the insurance policies issued to J&J. J&J disputes that the Debtors or any third parties are entitled to the proceeds of any insurance coverage from various insurance policies issued to J&J.

J&J Indemnification Obligations. The Debtors also have asserted that one or more of the Debtors, the Protected Parties, and the Imerys Non-Debtors also have certain, uncapped indemnity rights against J&J for J&J Talc Claims arising under the following agreements: (i) that certain Agreement, between Cyprus Mines Corporation and Johnson & Johnson, dated as of January 6, 1989 (the "**1989 SPA**"); (ii) that certain Talc Supply Agreement, between Windsor Minerals Inc. and Johnson & Johnson Baby Products Company, a division of Johnson & Johnson Consumer Products, Inc., dated as of January 6, 1989 (the "**1989 Supply Agreement**"); (iii) that certain Supply Agreement between Johnson & Johnson Consumer Companies, Inc. and Luzenac America,

Inc., dated as of April 15, 2001; (iv) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2010; and (v) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2011.[36]

J&J has previously disputed that the indemnification obligations arising out of these agreements in favor of the Debtors are uncapped or that they relate to future claimants. J&J has also previously disputed that it has any indemnification obligations under the 1989 Supply Agreement to the extent any Talc Personal Injury Claims allege exposure to talc used by J&J that did not conform to J&J's specifications, and has contended that certain periods of time are not covered by any supply agreement between the Debtors and J&J.

More recently, J&J has acknowledged that indemnification obligations exist, but it has contested the scope of its obligations to the Debtors and has asserted that it has claims against the Debtors for indemnity.[37] While neither J&J nor the Debtors have initiated litigation relating to these indemnity obligations, on June 6, 2019, a lawsuit was brought by National Union Fire Insurance Company of Pittsburgh, Pa. ("**National Union**") against Johnson & Johnson Consumer Companies, Inc., Johnson & Johnson Baby Products Company, and Johnson & Johnson (collectively, the "**J&J Defendants**") in the Superior Court of the State of Vermont, Chittenden Unit, styled as *National Union Fire Insurance Company of Pittsburgh, PA. as Subrogee of Cyprus Mines Corporation v. Johnson & Johnson Consumer Companies, Inc. et al.*, Case No. 495-6-19-CNEV (the "**Subrogation Proceeding**"). In the Subrogation Proceeding, National Union sought, among other things, to recover from the J&J Defendants, as the putative subrogee of ITA and Cyprus Mines, the amounts National Union allegedly incurred defending ITA and Cyprus Mines in various asbestos-related bodily injury product liability lawsuits. In response, on October 8, 2019, the Debtors filed a motion to enforce the automatic stay in the Bankruptcy Court in order to enjoin National Union from continuing the Subrogation Proceeding (the "**Motion to Enforce**") [Docket No. 1117]. Prior to the filing of the Motion to Enforce, the J&J Defendants also filed an answer to National Union's complaint in the Subrogation Proceeding. On October 18, 2019, shortly after the North American Debtors filed the Motion to Enforce, National Union agreed to dismiss the Subrogation Proceeding without prejudice, and the Debtors withdrew the Motion to Enforce.

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[36] For the avoidance of doubt, these indemnification obligations include any and all indemnity rights of the Debtors, the Protected Parties, and the Imerys Non-Debtors against J&J for Talc Personal Injury Claims pursuant to any other applicable, agreement, order, or law.

[37] *See generally Johnson & Johnson's and Johnson & Johnson Consumer Inc.'s Motion [For] An Order Pursuant to Bankruptcy Rule 2004* [Docket No. 750]; *Memorandum of Law in Support of Johnson & Johnson's and Johnson & Johnson Consumer Inc.'s Motion to Fix Venue for Claims Related to Imerys's Bankruptcy Under 28 U.S.C. §§ 157(b)(5) and 1334(b)*, Civ. Action No. 19-mc-00103 (MN) (D. Del. 2019) [Docket No. 2]; *Reply Memorandum of Law in Further Support of Johnson & Johnson's and Johnson & Johnson Consumer Inc.'s Motion to Fix Venue for Claims Related to Imerys's Bankruptcy Under 28 U.S.C. §§ 157(b)(5) and 1334(b)*, Civ. Action No. 19-mc-00103 (MN) (D. Del. 2019) [Docket No. 81].

In addition, as further discussed below, the North American Debtors are presently litigating their rights to certain of these indemnification obligations in the Cyprus Indemnity Adversary Proceeding (as defined below).

(2) J&J Removal Attempt

In addition to the foregoing, on April 18, 2019, Johnson & Johnson and Johnson & Johnson Consumer Inc. (collectively, the "**J&J Removal Parties**") commenced a civil action in the U.S. District Court for the District of Delaware (the "**District Court**") and moved to fix venue in the District Court for all pending talc-related personal injury and wrongful death claims (the "**Venue Motion**").[38] The Venue Motion sought to transfer the 2,400 lawsuits under 28 U.S.C. §§ 157(b)(5) and 1334(b), which authorize the federal district court in which a bankruptcy case is pending to hear claims "related to" a debtor's bankruptcy case. Contemporaneously with that filing, the J&J Removal Parties began filing notices of removal in state court actions in order to remove such actions to federal court where they would be subject to transfer under the Venue Motion. On May 3, 2019, the J&J Removal Parties filed a motion in the Bankruptcy Court to extend the deadline to file such notices of removal in state court actions [Docket No. 486]. On June 27, 2019, the Bankruptcy Court granted the J&J Removal Parties' request to extend the removal deadline [Docket No. 755].

Numerous parties, including the Tort Claimants' Committee, the FCR, and a myriad of plaintiffs' personal injury counsel around the country, filed oppositions in response to the J&J Removal Parties' Venue Motion in the District Court.[39] On July 19, 2019, the District Court denied the J&J Removal Parties' Venue Motion,[40] finding that (i) any potential indemnification obligations the Debtors owed to the J&J Removal Parties were not clearly established or vested at the onset and could not serve as a basis for jurisdiction, and (ii) the J&J Removal Parties did not submit clear evidence demonstrating how the pending lawsuits would implicate or impact the North American Debtors' Estates. Upon entry of the order, the District Court closed the civil case.[41]

(3) J&J Motion to Modify the Automatic Stay

On March 27, 2020, J&J filed the *Motion Pursuant to 11 U.S.C. § 362(d)(1), Fed. R. Bankr. P. 4001, and Local Bankruptcy Rule 4001-1 for Entry of Order Modifying Automatic Stay to Permit J&J to Send Notice Assuming Defense of Certain Talc Claims and to Implement Talc Litigation Protocol* [Docket No. 1567] (the "**J&J Stay Motion**"). Pursuant to the J&J Stay Motion, J&J sought to modify the automatic stay to (i) permit holders of certain J&J Talc Claims to pursue those claims against the Debtors, (ii) permit J&J to send notices of assumption of the

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[38] *Johnson & Johnson and Johnson & Johnson Consumer Inc.'s Motion to Fix Venue for Claims Related to Imerys's Bankruptcy Under 28 U.S.C. §§ 157(b)(5) and 1334(b)*, Civ. Action No. 19-mc-00103 (MN) (D. Del. 2019) [Docket No. 1].

[39] *See* Civ. Action No. 19-mc-00103 (MN) (D. Del. 2019) [Docket Nos. 37, 45, 46, 48, 49, 50, 53, 55, 56, 57, and 58].

[40] *See Memorandum Opinion*, Civ. Action No. 19-mc-00103 (MN) (D. Del. 2019) [Docket No. 96].

[41] *See Order*, Civ. Action No. 19-mc-00103 (MN) (D. Del. 2019) [Docket No. 97].

defense of certain J&J Talc Claims, and (iii) take certain other actions set forth in a prior version of the J&J Protocol (the "**Initial J&J Protocol**") to assume the defense of and indemnify the Debtors for certain J&J Talc Claims.

The Debtors, the Tort Claimants' Committee, and the FCR each opposed the J&J Stay Motion [Docket Nos. 1731, 1732, and 1734], and on May 28, 2020, J&J filed *Johnson & Johnson's Omnibus Reply in Support of J&J's Motion for Entry of Order Modifying Automatic Stay to Implement Talc Litigation Protocol* [Docket No. 1769] (the "**J&J Reply**"). In the J&J Reply, J&J agreed to certain modifications to the Initial J&J Protocol in an attempt to partially resolve certain deficiencies highlighted by the Debtors, the Tort Claimants' Committee, and the FCR in their objections to the J&J Stay Motion. On July 10, 2020, the Tort Claimants' Committee and the FCR filed the *Joint Response of the Official Committee of Tort Claimants and Future Claimants' Representative to Johnson & Johnson's Omnibus Reply in Support of J&J's Motion for Entry of Order Modifying Automatic Stay to Implement Talc Litigation Protocol* [Docket No. 1976] (the "**Committee's Response**") and the Debtors filed the *Debtors' Response to the Joint Response of the Official Committee of Tort Claimants and Future Claimants' Representative to Johnson & Johnson's Omnibus Reply in Support of J&J's Motion for Entry of Order Modifying Automatic Stay to Implement Talc Litigation Protocol* [Docket No. 1978]. Attached as Exhibit A to the Committee's Response was a revised proposed order seeking approval of certain revisions to the Initial J&J Protocol, as amended by the J&J Reply (the "**Revised Proposed J&J Order**").

On September 10, 2020, J&J filed *Johnson & Johnson's Reply to (I) the Joint Response of the Official Committee of Tort Claimants and Future Claimants' Representative to Johnson & Johnson's Omnibus Reply in Support of Johnson & Johnson's Motion for Entry of Order Modifying Automatic Stay to Implement Talc Litigation Protocol and (II) the Debtors' Response Thereto* [Docket No. 2181] in response to the Revised Proposed J&J Order. J&J also filed a further modified proposed order granting the relief requested in the J&J Stay Motion [Docket No. 2247].

On September 25, 2020, the Bankruptcy Court entered the *Order Denying Motion for Order Modifying Automatic Stay* [Docket No. 2253], which denied the relief requested in the J&J Stay Motion.

(c) *Status of Insurance Assets*

(1) Prepetition Claims Cost Receivables

Prior to and after the Petition Date, the North American Debtors (or their counsel and vendors) sent regular billings to various insurers for reimbursement of costs and expenses paid by the Debtors prior to the Petition Date on account of Talc Personal Injury Claims ("**Prepetition Claims Cost Receivables**"). As of the date of this Disclosure Statement, the Debtors are in the process of reconciling the amounts to be collected in respect of unpaid Prepetition Claims Cost Receivables.

(2) Insurance Settlement Agreements and Coverage Disputes

The Bankruptcy Court approved two post-petition settlement agreements by and between the North American Debtors and certain Talc Insurance Companies. These settlements, which are described in Article V of this Disclosure Statement, provide for payments to certain of the North

American Debtors' defense counsel and their vendors and experts (as applicable under the respective agreements) for prepetition claims in the aggregate amount of $9,695,159.20. Moreover, as discussed above and further discussed in Articles VI and VII of this Disclosure Statement, the Plan incorporates the Rio Tinto/Zurich Settlement, which resolves all Talc Personal Injury Claims against the Rio Tinto Protected Parties, the Rio Tinto Captive Insurers, and the Zurich Protected Parties, and provides for a full release of all Rio Tinto/Zurich Released Claims against the Rio Tinto Protected Parties and the Zurich Protected Parties, in exchange for the Rio Tinto/Zurich Contribution.

The North American Debtors are also party to coverage disputes with certain Talc Insurance Companies and Cyprus (as defined below), which are further described in Article V of this Disclosure Statement. As discussed herein, these disputes may impact the North American Debtors' ability to utilize certain insurance proceeds, which will reduce the value of total assets available to holders of Talc Personal Injury Claims. Past experience indicates that certain insurers that entered into the Talc Insurance Policies may still raise objections, contract issues, and otherwise dispute their obligation to pay claims in the future. The North American Debtors are attempting to determine the existence, nature, and scope of any such disputes and, if possible and as appropriate, resolve certain disputes before the Effective Date through negotiation and/or litigation.

4.3 Description of Non-Talc Liabilities of the Debtors

(a) *Claims Filed Against or Scheduled By the North American Debtors*

The North American Debtors believe that they were generally current on their known prepetition trade payables as of the Petition Date. In addition, the North American Debtors are not party to any secured financing arrangements, they did not seek debtor-in-possession financing during the Chapter 11 Cases, and they do not have outstanding public debt.

As described in Article V of this Disclosure Statement, on July 25, 2019, the Bankruptcy Court entered the General Bar Date Order (as defined below), establishing October 15, 2019 as the General Bar Date (as defined below). The General Bar Date did not apply to "Talc Claims" (as defined in the General Bar Date Order). On November 22, 2019, the Bankruptcy Court entered an order establishing January 9, 2019 as the Indirect Talc Claim Bar Date (as defined below), which solely applied to Indirect Talc Claims (as defined below).

The Non-Talc Claims filed against the North American Debtors include, without limitation, (i) trade claims; (ii) employee/pension claims; (iii) intercompany claims (asserted by Non-Debtor Affiliates); (iv) claims for professional fees that are not Fee Claims; (v) tax claims; (vi) insurance claims; and (vii) surety bond claims. In addition, numerous Non-Talc Claims were included in the North American Debtors' Schedules (as defined below). The scheduled claims fall into categories, including, but not limited to, contract claims, customer claims, trade claims, and intercompany claims.

The Debtors continue to review and analyze the proofs of claim filed to date, and reconcile these proofs of claim with the North American Debtors' scheduled claims. To this end, the Debtors or the Reorganized Debtors, as applicable, have filed and will file objections and seek stipulations

with respect to certain Claims. Moreover, certain parties may attempt to file additional Claims notwithstanding the passage of the General Bar Date and the Indirect Talc Claim Bar Date and seek allowance of such Claims by the Bankruptcy Court. In addition, certain existing Claims may be amended to seek increased amounts. Accordingly, the Debtors do not presently know and cannot reasonably determine the actual number and aggregate amount of the Claims that will ultimately be Allowed against the North American Debtors.

(b) *Claims Against and Equity Interests in ITI*

As contemplated by the Plan, all holders of Equity Interests in and Claims against ITI other than holders of Talc Personal Injury Claims and Non-Debtor Intercompany Claims will be Unimpaired (in other words, unaffected) by ITI's reorganization process. Generally, this means that all holders of such Claims against ITI will be paid in full in the ordinary course of business or otherwise permitted to pass through the reorganization process without their rights being affected. Similarly, the rights of holders of Equity Interests in ITI will be left unaltered by the implementation of the Plan.

ARTICLE V.

EVENTS DURING THE CHAPTER 11 CASES

The following is a general description of the major events occurring during the course of these Chapter 11 Cases. Because ITI has not filed for bankruptcy protection, the following discussion and the use of the term "Debtors" does not apply to ITI.

5.1 Commencement of the Chapter 11 Cases and First Day Motions

The Debtors have continued to operate their businesses and manage their affairs as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code since the commencement of the Chapter 11 Cases on February 13, 2019.

On the Petition Date, the Debtors filed a number of motions seeking typical "first-day" relief in chapter 11 cases (the "**First Day Motions**"). The Debtors' stated purpose of the First Day Motions was to ensure that the Debtors were able to transition into the chapter 11 process and maintain their operations in the ordinary course so as to function smoothly while their cases were progressing.

The First Day Motions sought authority to: (i) pay prepetition wages and other benefits to employees; (ii) pay prepetition insurance obligations and maintain post-petition insurance coverage; (iii) pay prepetition claims of critical vendors, foreign vendors, and certain lienholders; (iv) approve certain notice procedures for holders of Talc Personal Injury Claims; (v) authorize ITC to act as foreign representative of the Debtors in any judicial or other proceeding in Canada; (vi) pay prepetition taxes and fees; (vii) continue use of the existing cash management system and bank accounts and waive the requirements of section 345 of the Bankruptcy Code; (viii) retain a claims agent to assist in the Chapter 11 Cases; (ix) honor prepetition obligations to customers under certain customer programs; (x) prohibit utility companies from altering or discontinuing service on account of prepetition invoices (the "**Utilities Motion**"); and (xi) enforce the protections

of the automatic stay. A description of the First Day Motions is set forth in the First Day Declaration.

On the Petition Date, the Bankruptcy Court entered an order jointly administering the Debtors' Chapter 11 Cases. The Debtors have not sought substantive consolidation of their respective Estates and no substantive consolidation is sought in the Plan.

5.2 Commencement of Canadian Proceeding

The Chapter 11 Cases have been recognized in Canada in a proceeding commenced before the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**") pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended, the "**CCAA**"). Recognition of the Chapter 11 Cases was sought to provide for a stay of proceedings against the Debtors, to keep Canadian creditors informed regarding the Chapter 11 Cases, and to seek to bind Canadian creditors to orders issued in the Chapter 11 Cases for which recognition is sought in Canada. Recognition of the Chapter 11 Cases was sought and obtained from the Canadian Court on February 20, 2019.[42]

The orders issued by the Canadian Court on February 20, 2019, April 3, 2019, May 24, 2019, August 7, 2019, October 28, 2019, December 3, 2019, April 1, 2020, and July 3, 2020, among other things, (i) recognized the Chapter 11 Cases as "foreign main proceedings" under the CCAA; (ii) stayed all existing proceedings against the Debtors in Canada; (iii) appointed Richter Advisory Group Inc. as information officer (the "**Information Officer**") to report to the Canadian Court, creditors, and other stakeholders in Canada on the status of the Chapter 11 Cases; (iv) recognized certain interim and finals orders (as applicable) entered by the Bankruptcy Court permitting the Debtors to, among other things, continue operating their respective businesses during the course of the Chapter 11 Cases, employ certain professionals, establish the General Bar Date and the Indirect Talc Claim Bar Date, make payments pursuant to their key employee retention plan, and implement bidding procedures in connection with the Sale; (v) recognized certain orders entered by the Bankruptcy Court approving the retention of the FCR and various professionals employed by the Debtors, the Tort Claimants' Committee, and the FCR; and (vi) recognized the Bankruptcy Court's order approving the ITC Stipulation (as defined below).

5.3 Appointment of the Tort Claimants' Committee

On March 5, 2019, the Office of the United States Trustee appointed the Tort Claimants' Committee in the Chapter 11 Cases. Those individuals comprising the Tort Claimants' Committee are (listed with the law firm representing each member):

Committee Member	Law Firm / Attorney
Robin Alander	The Lanier Law Firm

[42] *Initial Recognition Order (Foreign Main Proceeding)*, Ct. File No. CV-19-614614-00 CL (Can. Ont. Sup. Ct. J. Feb. 20, 2019).

Committee Member	Law Firm / Attorney
Nolan Zimmerman, as representative of the estate of Donna M. Arvelo	Levy Konigsberg LLP
Christine Birch	The Gori Law Firm
Bessie Dorsey-Davis	Burns Charest LLP
Lloyd Fadem, as representative of the estate of Margaret Ferrell	Baron & Budd, P.C.
Timothy R. Faltus, as representative of the estate of Shari C. Faltus	OnderLaw, LLC
Deborah Giannecchini	Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.
Kayla Martinez	Simon Greenstone Panatier, P.C.
Lynne Martz	Ashcraft & Gerel, LLP
Nicole Matteo	Cohen, Placitella & Roth, P.C.
Charvette Monroe, as representative of the estate of Margie Evans	The Barnes Law Group, LLC

The Tort Claimants' Committee retained Robinson & Cole LLP as lead counsel and Willkie Farr & Gallagher LLP in the role of special litigation and corporate counsel. The Tort Claimants' Committee has also retained Gilbert LLP, as special insurance counsel, Analysis Systems, Inc., as tort liability consultant, Ducera Partners LLC and Ducera Securities LLC (together "**Ducera**"), as investment banker, and GlassRatner Advisory & Capital Group, LLC, as financial advisor. The members of the Tort Claimants' Committee are holders of Direct Talc Personal Injury Claims.

5.4 Appointment of the Legal Representative for Future Claimants

On June 3, 2019, the Bankruptcy Court entered an order appointing Mr. James L. Patton, Jr. as legal representative for future talc personal injury claimants in the Chapter 11 Cases. The FCR has retained the law firm of Young Conaway, as counsel, Ankura, as claims evaluation and financial valuation consultants, and, has co-retained with the Tort Claimants' Committee, Gilbert LLP as special insurance counsel and Ducera, as investment banker.

On June 18, 2019, certain of the Debtors' insurers (the "**Certain Excess Insurers**")[43] appealed Mr. Patton's appointment as the FCR (the "**FCR Appeal**"). The FCR Appeal is pending

[43] The Certain Excess Insurers include: Columbia Casualty Company, Continental Casualty Company, the Continental Insurance Company, as successor to CNA Casualty of California and as successor in interest to certain insurance policies issued by Harbor Insurance Company, Lamorak Insurance Company (formerly known as OneBeacon America Insurance Company), as successor to Employers' Surplus Lines Insurance Company, Stonewall Insurance Company (now known as Berkshire Hathaway

before the Delaware District Court in the cases styled as *In re: Imerys Talc America, Inc.*, Civ. A. Nos. 19-00944, 19-01120, 19-01121 and 19-01122 (MN) (D. Del.). On August 2, 2019, the District Court entered an order approving a briefing schedule, which was subsequently amended on August 22, 2019.[44] The Certain Excess Insurers' opening brief was filed on October 16, 2019.[45] On December 16, 2019, the Debtors and the FCR filed their responsive briefs, which were joined by the Tort Claimants' Committee.[46] On December 20, 2019, the parties to the FCR Appeal met and conferred regarding extending the Certain Excess Insurers' time to file a reply brief.[47] On January 7, 2020, the District Court approved a stipulation extending the Certain Excess Insurers' time to file a reply brief, and on February 14, 2020, the Certain Excess Insurers filed their reply brief [Docket No. 29]. Oral argument has been requested by the Debtors and the FCR, but as of the date of this Disclosure Statement, the District Court has not ruled on that request.

5.5 Retention of Debtors' Professionals

The Debtors retained (i) Latham, as the Debtors' bankruptcy co-counsel; (ii) Richards, Layton & Finger, P.A., as the Debtors' bankruptcy co-counsel; (iii) Stikeman Elliott LLP, as Canadian counsel to the Debtors; (iv) Alvarez & Marsal North America, LLC, as financial advisor to the Debtors; (v) NGE, as special insurance coverage and indemnification counsel to the Debtors; (vi) KCIC, LLC, as insurance and valuation consultant to the Debtors; (vii) Prime Clerk LLC, as claims and noticing agent and administrative advisor; (viii) PJT Partners LP ("**PJT**"), as the Debtors' investment banker; and (ix) Ramboll US Corporation, as environmental advisor to the Debtors. The Bankruptcy Court has also authorized the Debtors to engage other law firms and professionals in the ordinary course of business.

Specialty Insurance Company), and National Union, to the extent that they issued policies to Cyprus Mines Corporate prior to 1981. In certain instances Lexington Insurance Company and National Union are not included as Certain Excess Insurers.

[44] *Order Adopting Report and Recommendations*, Civ. A. No. 19-00944 (D. Del. August 2, 2019) [Docket No. 11].

[45] *Appellants' Certain Excess Insurers' Opening Brief on Appeal From a Bankruptcy Court Order Appointing James Patton of Young Conaway as Future Claimants' Representative*, Civ. A. No. 19-00944 (D. Del. Oct. 16, 2019) [Docket No. 14].

[46] *Brief of Appellees Imerys Talc America, Inc., Imerys Talc Vermont, Inc., and Imerys Talc Canada, Inc.* [Docket No. 22]; *Joinder and Response Brief of Appellee James L. Patton, Jr. in His Capacity as the Future Claimants' Representative* [Docket No. 24]; *Joinder of the Official Committee of Tort Claimants in the Briefs Filed By Each of: (I) Appellees Imerys Talc America, Inc., Imerys Talc Vermont, Inc., and Imerys Talc Canada, Inc.; and (II) Appellee James L. Patton Jr., in His Capacity as the Future Claimants' Representative* [Docket No. 25], Civ. A. No. 19-00944 (D. Del. Dec. 16, 2019).

[47] *Appellants' Certain Excess Insurers' Reply Brief on Appeal From a Bankruptcy Court Order Appointing James Patton of Young Conaway as Future Claimants' Representative*, Civ. A. No. 19-00944 (D. Del. Feb. 14, 2019) [Docket No. 29].

5.6 Administrative Matters in the Chapter 11 Cases

(a) *Exclusive Periods for the Debtors to Propose and Solicit Plan Acceptance*

Prior to the Fourth Exclusivity Motion (as defined below), Debtors sought and obtained three unopposed extensions of the periods during which they may exclusively propose and solicit acceptances of a chapter 11 plan beyond the initial 120-day and 180-day periods for plan proposal and solicitation set forth in section 1121 of the Bankruptcy Code. The first order was entered on June 25, 2019 [Docket No. 744], the second order was entered on September 18, 2019 [Docket No. 1051], and the third order was entered on December 26, 2019 [Docket No. 1371].

On March 6, 2020, the Debtors filed a fourth motion to extend the period during which they may exclusively propose a plan of reorganization and the solicitation period for acceptances of such plan [Docket No. 1534] (the "**Fourth Exclusivity Motion**"). On March 20, 2020, J&J filed an objection to the Fourth Exclusivity Motion [Docket No. 1563], which J&J subsequently withdrew on May 1, 2020 [Docket No. 1689]. On May 5, 2020, the Bankruptcy Court entered an order granting the relief requested in the Fourth Exclusivity Motion, extending the period during which the Debtors may propose a plan of reorganization through and including June 5, 2020, and extending the solicitation period for acceptances of such a plan through and including August 7, 2020 [Docket No. 1694].

On June 2, 2020, the Debtors filed a fifth motion to extend the period during which they may exclusively propose a plan of reorganization and the solicitation period for acceptance of such plan [Docket No. 1794] (the "**Fifth Exclusivity Motion**"). This motion sought to extend the exclusive periods to (i) propose a plan to August 13, 2020 and (ii) solicit votes thereon to October 13, 2020. On June 26, 2020, the Bankruptcy Court entered an order granting the relief requested in the Fifth Exclusivity Motion [Docket No. 1942].

(b) *Assumption of Unexpired Leases*

The Debtors sought and obtained an unopposed extension of the period within which they were required to assume or reject unexpired leases of non-residential real property beyond the initial statutory 120-day period through and including September 11, 2019 [Docket No. 687]. On August 7, 2019, the Debtors filed a motion to assume certain unexpired leases of non-residential real property [Docket No. 931]. The Bankruptcy Court entered an order approving the assumption of these unexpired leases of non-residential real property on August 16, 2019 [Docket No. 974] and the unexpired leases were deemed to be assumed by the Debtors as of September 10, 2019.

(c) *Extension of Period to Remove Claims*

The Debtors have sought and obtained five unopposed extensions of the deadline by which they may file notices of removal under Bankruptcy Rules 9006(b) and 9027(a). The first order was entered on March 19, 2019 [Docket No. 254], the second order was entered on September 18, 2019 [Docket No. 1050], the third order was entered on January 22, 2020 [Docket No. 1447], the fourth order was entered on June 1, 2020 [Docket No. 1784], and the fifth order was entered on September 21, 2020 [Docket No. 2229] extending the deadline by which the Debtors may remove civil actions through and including December 30, 2020.

(d) *Filing of Schedules of Assets and Liabilities and Statements of Financial Affairs*

On March 19, 2019, the Bankruptcy Court entered an order extending the deadline by which the Debtors must file their Schedules with the Bankruptcy Court [Docket No. 253]. In accordance with that order and pursuant to Bankruptcy Rule 1007 and Rule 1007-1(b) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), the Debtors filed their Schedules on April 12, 2019 [Docket Nos. 362, 363, 365, 366, 367, and 368] and filed certain amendments to the Schedules on May 20, 2019 [Docket Nos. 577, 578, and 579]. The Schedules provide summaries of the assets held by each of the Debtors as of the Petition Date, as well as a listing of the secured, unsecured priority, and unsecured non-priority claims pending against each of the Debtors during the period prior to the Petition Date, based upon the Debtors' books and records. The Schedules also provide information concerning the Debtors' financial affairs during the period prior to the Petition Date. A description of the scheduled liabilities is provided in Article IV of this Disclosure Statement.

In addition, on (i) July 8, 2019 the Debtors filed the *Debtors' First Notice of Claims Satisfied in Full* [Docket No. 781], (ii) February 28, 2020 the Debtors filed the *Debtors' Second Notice of Claims Satisfied in Full* [Docket No. 1510], (iii) May 29, 2020 the Debtors filed the *Debtors' Third Notice of Claims Satisfied in Full or in Part* [Docket No. 1779], and (iv) July 27, 2020 the Debtors filed the *Debtors' Fourth Notice of Claims Satisfied in Full or in Part* [Docket No. 2035], pursuant to which the Debtors identified certain scheduled Claims that have been satisfied by the Debtors in full or in part after the Petition Date in accordance with the relief requested in various of the First Day Motions. All scheduled Claims identified as "satisfied" were designated as such on the register of claims maintained by the Claims Agent.

(e) *Establishment of Bar Dates*

The Bankruptcy Court entered an order on July 25, 2019 [Docket No. 881] (the "**General Bar Date Order**") establishing October 15, 2019 as the last date by which claimants could assert any Claims against the Debtors (the "**General Bar Date**"), other than "Talc Claims"[48] and certain

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[48] As used in the General Bar Date Order, the term "Talc Claim" means any claim (as defined in section 101(5) of the Bankruptcy Code) and any future claims or Demands (as that term is defined in section 524(g) of the Bankruptcy Code), whether known or unknown, including with respect to bodily injury, death, sickness, disease, emotional distress, fear of cancer, medical monitoring or other personal injuries (whether physical, emotional or otherwise), for which the Debtors are alleged to be liable, directly or indirectly, arising out of or relating to the presence of or exposure to talc or talc-containing products, including, without limitation: (a) any products previously manufactured, sold and/or distributed by any predecessors to the Debtors; (b) any materials present at any premises owned, leased, occupied or operated by any entity for whose products, acts, omissions, business or operations the Debtors have, or are alleged to have, liability; or (c) any talc alleged to contain asbestos or other contaminates. Talc Claims include all such claims, whether: (a) in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation or any other theory of law, equity or admiralty; (b) seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative or any other costs or damages; or (c) seeking any legal, equitable or other relief of any kind whatsoever, including, for the avoidance of doubt, any such claims assertable against one or more Debtors by Cyprus Mines Corporation, Cyprus Amax Minerals Company, and/or any of their affiliates in these Chapter 11 Cases. Talc Claims also include any such claims that have been resolved or are subject to resolution pursuant to any agreement, or any such claims that are based on

other Claims explicitly excluded in the General Bar Date Order. The General Bar Date Order also set bar dates for any Claims resulting from any future rejections by the Debtors of executory contracts and unexpired leases.

On November 22, 2019, the Bankruptcy Court entered an order [Docket No. 1260] (the "**Indirect Talc Claim Bar Date Order**") establishing January 9, 2019 (the "**Indirect Talc Claim Bar Date**") as the last date by which claimants could assert any "Indirect Talc Claims."[49] The Indirect Talc Claim Bar Date Order does not apply to holders of Talc Claims, other than holders of Indirect Talc Claims.

(f) *Claims Objections and Claim Classification*

On February 28, 2020, the Debtors filed the *Debtors' First Omnibus (Non-Substantive) Objection to Amended Claims and Duplicative Claims* [Docket No. 1509] (the "**First Claim Objection**"), pursuant to which the Debtors sought to disallow, expunge, and/or modify certain amended or duplicative claims. Certain objections in the First Claim Objection were withdrawn on March 26, 2020 [Docket No. 1579]. An order granting the relief sought in the First Claim Objection was entered by the Bankruptcy Court on April 8, 2020 [Docket No. 1611].

On May 29, 2020, the Debtors filed the *Debtors' Second Omnibus (Substantive) Objection to Certain No Liability Claims and Overstated State Claims* [Docket No. 1777] (the "**Second Claim Objection**") and *Debtors' Third Omnibus (Non-Substantive) Objection to Amended Claims* [Docket No. 1778] (the "**Third Claim Objection**"). Pursuant to the Second Claim Objection, the Debtors sought to disallow and/or modify certain no liability and overstated claims. Pursuant to the Third Claim Objection, the Debtors sought to disallow, expunge, and/or modify certain

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a judgment or verdict. Talc Claims do not include (a) any claim of an insurer with respect to amounts allegedly due under any insurance policies, including policies that might have provided coverage for Talc Claims, or (b) any claim by any present or former employee of a predecessor or affiliate (as defined in section 101(2) of the Bankruptcy Code) of the Debtors for benefits under a policy of workers' compensation insurance or for benefits under any state or federal workers' compensation statute or other statute providing compensation to an employee from an employer. For the avoidance of doubt, the definition equally applied to foreign creditors.

[49] As used in the Indirect Talc Claim Bar Date Order, an "Indirect Talc Claim" is any Talc Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), co-defendant of a Debtor, or predecessor of a Debtor (each, a "**Claimant**") for contribution, reimbursement, subrogation, or indemnity, whether contractual or implied by law (as those terms are defined by applicable non-bankruptcy law of the relevant jurisdiction), and any other derivative Talc Claim of a Claimant, whether in the nature of or sounding in contract, tort, warranty, or other theory of law. For the avoidance of doubt, an Indirect Talc Claim shall not include any claim for or otherwise relating to death, injury, or damages caused by talc or a product or material containing talc that is asserted by or on behalf of any injured individual, the estate, legal counsel, relative, assignee, or other representative of any injured individual, or an individual who claims injury or damages as a result of the injury or death of another individual regardless of whether such claim is seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative, or any other costs or damages, or any legal, equitable or other relief whatsoever, including pursuant to a settlement, judgment, or verdict. By way of illustration and not limitation, an Indirect Talc Claim shall not include any claim for loss of consortium, loss of companionship, services and society, or wrongful death.

amended claims. Orders granting the relief sought in the Second Claim Objection and the Third Claim Objection were entered on June 26, 2020 [Docket Nos. 1943 and 1944].

On July 27, 2020, the Debtors filed the *Debtors' Fourth Omnibus (Substantive) Objection to Certain No Liability Claims, Substantive Duplicate Claims, Reclassified Claim, and Overstated, Reclassified Claim* [Docket No. 2023] (the "**Fourth Claim Objection**") and *Debtors' Fifth Omnibus (Substantive) Objection to Certain Satisfied Claims, Substantive Duplicate Claims, and Partially Satisfied Claim* [Docket No. 2034] (the "**Fifth Claim Objection**"). Pursuant to the Fourth Claim Objection, the Debtors sought to disallow and/or modify certain no liability claims, substantive duplicative claims, a reclassified claim, and an overstated and reclassified claim. Pursuant to the Fifth Claim Objection, the Debtors sought to disallow and/or modify certain satisfied claims, substantive duplicative claims, and a partially satisfied claim. Orders granting the relief sought in the Fourth Claim Objection and the Fifth Claim Objection were entered on September 4, 2020 [Docket Nos. 2161 and 2162].

On May 29, 2020, the Debtors also filed the *Motion of the Debtors for an Order Confirming Classification of Certain Claims Filed in the Chapter 11 Cases as Talc Personal Injury Claims and Expunging Such Claims from the Claims Register* [Docket No. 1776] (the "**Classification Motion**"), pursuant to which the Debtors sought (i) confirmation of the classification of certain claims filed in the Chapter 11 Cases identified on Schedule 1 to the Classification Motion as Talc Personal Injury Claims under the Plan and (ii) authorization to expunge such Filed Talc Claims (as defined in the Classification Motion) from the Claims Register upon the Effective Date of the Plan. Prior to the objection deadline, various holders of Filed Talc Claims filed objections to the Classification Motion. It is expected that the Classification Motion will be heard on or prior to the Confirmation Hearing.

(g) *ITC Stipulation*

Over the course of the Chapter 11 Cases, the Debtors have incurred and continue to incur professional fees and expenses related to the administration of the Chapter 11 Cases, including the fees and expenses of professionals retained by the Tort Claimants' Committee and the FCR. For purposes of administrative convenience only, ITA, on behalf of itself and the other Debtors, has paid, and continues to pay these professional fees as they become due. ITA has asserted certain claims and rights to reimbursement as against its co-debtor, ITC, on account of administrative expenses incurred by the Debtors' estates.

On March 26, 2020, the Bankruptcy Court approved a stipulation (the "**ITC Stipulation**") among ITA, ITC, and the Information Officer [Docket No. 1578]. Pursuant to the ITC Stipulation, ITA, ITC, and the Information Officer agreed to the following: (i) ITC shall pay ITA the sum of $3,450,000 (USD) as an initial payment on account of administrative expenses paid by ITA through February 28, 2020 and (ii) upon request from ITA, to the extent that ITC holds sufficient funds and with the consent of the Information Officer, ITC is authorized and directed to pay ITA on a periodic basis for (a) 33.33% of the fees incurred by professionals retained by the FCR and (b) 26.5% of fees incurred by professionals retained by the Tort Claimants' Committee by ITA after February 28, 2020. Pursuant to the stipulation, on account of these payments ITC has been granted claims with superpriority administrative expense status against ITA; *provided* that in the event the proposed Plan is confirmed, such superpriority claims shall be deemed satisfied in full

without any payment required from ITA. Under the ITC Stipulation, ITA, ITC and the Information Officer have reserved all rights as to ITC's obligations to reimburse ITA on account of its payment of administrative expense claims.

5.7 Debtor-In-Possession Financing

As a result of the length of the Chapter 11 Cases and certain operational setbacks resulting from the COVID-19 pandemic, the Debtors face liquidity constraints. Consequently, the Debtors are in the process of evaluating and arranging debtor-in-possession financing in an amount not to exceed $30 million (the "**Proposed DIP**") in order to meet their liquidity needs as they move towards resolution of the Chapter 11 Cases. Any and all amounts payable under the Proposed DIP will be paid in full consistent with the DIP Loan Documents and the DIP Order; *provided however* that no more than $15 million of the DIP Facility Claims are expected to be paid from the Imerys Settlement Funds subject to certain conditions. If the Effective Date of the Plan occurs on or before May 31, 2021, then the principal amount of the DIP Facility Claims shall first be applied as a dollar-for-dollar reduction of the amount of the Contingent Contribution required to be contributed by Imerys S.A. to the Debtors or the Reorganized Debtors (in an amount not to exceed $15 million). It is anticipated that the full amount of the Contingent Contribution will be used during the pendency of the Chapter 11 Cases or on the Effective Date of the Plan to, among other things: (i) pay working capital and general corporate expenses of the Debtors; and (ii) pay, or fund reserves with respect to, fees, costs, and expenses incurred in connection with the administration and prosecution of the Chapter 11 Cases. The Debtors believe that the Proposed DIP is in the best interests of the Estates because it will provide the Debtors with the additional liquidity they need to get through Confirmation of the Plan. The proposed treatment of the Proposed DIP is further described in the Plan and in the DIP Term Sheet, a copy of which is attached hereto as Exhibit E.

5.8 Litigation, Adversary Proceeding, Coverage Disputes, and Mediation

(a) *The Cyprus Insurance Adversary Proceeding*

On March 7, 2019, the Debtors initiated an adversary proceeding against Cyprus Mines and Cyprus Amax Minerals Company ("**CAMC**," and together with Cyprus Mines, "**Cyprus**"), captioned *Imerys Talc America, Inc., et al. v. Cyprus Amax Minerals Company and Cyprus Mines Corporation*, Adv. Pro. No. 19-50115 [Adv. Pro. Docket No. 1] (the "**Cyprus Insurance Adversary Proceeding**"). The issue to be decided in the Cyprus Insurance Adversary Proceeding is whether, after Cyprus Mines sold, assigned, and transferred all of its talc assets in 1992, Cyprus retained any right to the proceeds of, or any right to assert claims under, the Cyprus Historical Policies for lawsuits alleging injuries resulting from exposure to talc or products containing talc mined, distributed, sold and/or supplied by Cyprus Mines prior to June 5, 1992. Ultimately, the Debtors are seeking a declaration that Cyprus no longer has any right to the proceeds of, or to pursue claims under, the Cyprus Historical Policies with respect to talc-related lawsuits.

The Debtors' property rights in the proceeds of the Cyprus Historical Policies stem from that certain Agreement of Transfer and Assumption (as amended the "**ATA**"), dated June 5, 1992, by and between Cyprus Mines and CTC. The Debtors contend that pursuant to the ATA, Cyprus Mines sold, transferred, and assigned all of its interest in assets, properties, and rights of every

type relating to Cyprus Mines' talc business to CTC, which included all rights to seek the proceeds of, and pursue claims under, the Cyprus Historical Policies.[50]

Prior to the initiation of the Cyprus Insurance Adversary Proceeding, on February 28, 2019, Cyprus filed the *Emergency Motion for (i) Interim and Final Orders Granting Relief from the Automatic Stay under Bankruptcy Code § 362(d) to Use Insurance Coverage under Cyprus Historical Policies or, in the Alternative, (ii) Adequate Protection Under Bankruptcy Code §§ 361 and 363(e)* [Docket No. 104]. Following hearings on the motion and briefs filed by the Debtors and other parties in interest, Cyprus and the Debtors agreed to limited stay relief during the pendency of the Cyprus Insurance Adversary Proceeding. On March 26, 2019, the Bankruptcy Court entered an order permitting Cyprus to use the Cyprus Historical Policies to defend and indemnify Cyprus in certain asbestos-related lawsuits in which any Cyprus entity is a defendant, and to tender any new asbestos-related lawsuits to insurers under the Cyprus Historical Policies [Docket No. 309]. The Debtors reserved their rights to assert claims against Cyprus, and any Cyprus-related entity that obtained the benefit of the Cyprus Historical Policies during the pendency of the Cyprus Insurance Adversary Proceeding.

Discovery in the Cyprus Insurance Adversary Proceeding closed at the end of January 2020, and the Cyprus Insurance Adversary Proceeding was scheduled to go to trial on March 25 and March 27, 2020. However, in February 2020, prior to submitting summary judgment and opening trial briefs, the parties to the Cyprus Insurance Adversary Proceeding agreed to engage in mediation.

As a result, the Cyprus Insurance Adversary Proceeding (including all remaining hearings and trial dates) were removed from the Bankruptcy Court's calendar and the proceeding was stayed pending conclusion of the mediation. Pursuant to the *Third Amended Scheduling Order and Order Appointing Mediator* [Adv. Pro. Docket No. 183] (the "**Scheduling Order**"), during this period, the parties agreed that they could continue to discuss and address with the Bankruptcy Court, among other things, (i) certain documents produced by Cyprus to which the Debtors objected, (ii) re-opening certain depositions to address newly produced documents, and (iii) the stipulation of facts between the parties. To the extent the mediation is not successful, the Scheduling Order also provides that Cyprus and the Debtors will work together to negotiate and file with the Bankruptcy Court an amended scheduling order.

The parties held an initial mediation session before mediator Lawrence W. Pollack on March 3, 2020, and have continued to engage in mediation.

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[50] Leading up to the ATA, Cyprus Mines and its subsidiaries acquired the stock or assets of other talc companies. In 1989, Cyprus Mines purchased 100% of the stock of Windsor from J&J. In 1992, pursuant to the ATA, Cyprus Mines and its affiliates transferred such stock and all of the other assets in their then existing talc business to a newly formed subsidiary, CTC, resulting in Windsor becoming a wholly owned subsidiary of CTC. Contemporaneously with the consummation of the ATA, RTZ America, Inc. (later known as Rio Tinto) purchased 100% of the stock of CTC from Cyprus Mines pursuant to that certain Stock Purchase Agreement dated June 5, 1992, by and between RTZ America, Inc., Cyprus Mines, and Cyprus Minerals Company. CTC subsequently changed its name to Luzenac America.

(b) *The Cyprus Indemnity Adversary Proceeding*

On June 15, 2020, Cyprus initiated an adversary proceeding against ITA, ITV, Johnson & Johnson, and Johnson & Johnson Consumer Inc. (collectively, the "**Indemnity Proceeding Defendants**"), captioned *Cyprus Mines Corporate and Cyprus Amax Minerals Company v. Imerys Talc America, Inc., Imerys Talc Vermont, Inc., Johnson & Johnson and Johnson & Johnson Consumer Inc.*, Adv. Pro. No. 20-50626 [Adv. Pro. Docket No. 1] (the "**Cyprus Indemnity Adversary Proceeding**"). The issue to be decided in the Cyprus Indemnity Adversary Proceeding is whether Cyprus has any indemnity rights against J&J under the 1989 SPA and the 1989 Supply Agreement. The Debtors maintain that they have indemnification rights against J&J under those agreements, regardless of whatever indemnity rights (if any) Cyprus may have against J&J.

On July 29, 2020, the Debtors filed an answer to the complaint asserting various affirmative defenses as well as counterclaims (i) seeking a declaration that Cyprus Mines lacks the right and standing to pursue the cases of action at issue in the complaint, and (ii) asserting that Cyprus Mines breached its representations and warranties under certain agreements. On July 29, 2020, J&J filed a motion to dismiss the complaint for lack of subject matter jurisdiction, or, in the alternative, to abstain or to sever and transfer the claims to the United States District Court for the District of Vermont (the "**J&J Motion to Dismiss**"). On September 1, 2020, Cyprus responded to the Debtors' counterclaims and the J&J Motion to Dismiss, and on September 3, 2020, Cyprus filed a request for oral argument in connection with the J&J Motion to Dismiss. On September 16, 2020, J&J filed a reply in support of the J&J Motion to Dismiss. As of the date of this Disclosure Statement, the request for oral argument and the J&J Motion to Dismiss are pending before the Bankruptcy Court.

(c) *Rio Tinto Mediation*

As discussed in greater detail above, the Debtors assert rights to coverage under the Zurich Policies. Historically, Zurich has declined to defend the Mesothelioma Claims on the basis of exclusions in the policies for asbestos-related claims, but has accepted the Debtors' tender of the defense of OC Claims.[51] In addition, the Rio Tinto Captive Insurers issued the Rio Tinto Captive Insurer Policies, which included Luzenac America and other Rio Tinto Corporate Entities as insureds, although Rio Tinto contends that the Debtors are not entitled to coverage under those policies under the 2011 Purchase.

The Debtors, Rio Tinto, Zurich, the FCR, the Tort Claimants' Committee, and Mircal (together, the "**Rio Tinto Mediation Parties**") agreed to enter into non-binding mediation in an attempt to reach a resolution regarding disputes over (i) alleged liabilities relating to the Rio Tinto Corporate Parties' prior ownership of the Debtors, (ii) alleged indemnification obligations of the Rio Tinto Corporate Parties, and (iii) the amount of coverage to which the Debtors claim to be entitled under Talc Insurance Policies issued by the Zurich Corporate Parties and the Rio Tinto Captive Insurers. On December 26, 2019, the Bankruptcy Court entered an order appointing Lawrence W. Pollack to serve as mediator [Docket No. 1370]. Mediation sessions took place on January 28, January 29, and May 29, 2020. The Rio Tinto Mediation Parties subsequently agreed

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[51] *See Rio Tinto's Opposition to Certain Excess Insurers' Motion for Relief from Stay and Conditional Cross-Motion for Relief from Stay to Permit Rio Tinto to Pursue Cross-Claims* [Docket No. 505].

to the terms of the Rio Tinto/Zurich Settlement as set forth in Section 7.6(i) of this Disclosure Statement.

(d) *California Coverage Action and Insurers' Relief from Stay Motion*

On August 24, 2017, the Certain Excess Insurers initiated the lawsuit styled as *Columbia Cas. Co., et al. v. Cyprus Mines Corp., et al.,* No. CGC-17-560919 in the California Superior Court, County of San Francisco (the "**California Coverage Action**"). The second amended complaint filed by the Certain Excess Insurers on July 27, 2018, seeks a determination as to which of various competing corporate entities (including ITA) (collectively, the "**Corporate Entities**") have rights to the Cyprus Historical Policies. The Certain Excess Insurers are also seeking determinations as to whether there are any obligations with respect to talc bodily injury claims that remain, the existence and extent of the Certain Excess Insurers' contribution rights against certain other insurers, and the resolution of certain discrete coverage issues under certain of the Cyprus Historical Policies.

ITA is a named defendant in all but two of the ten causes of action asserted by the Certain Excess Insurers in their second amended complaint. Three of the causes of action address which entity or entities have coverage rights under the Cyprus Historical Policies. The other causes of action concern the amount of coverage available under the Cyprus Historical Policies. The Debtors contend that (i) ITA has the right to seek the proceeds of, and pursue coverage under, the Cyprus Historical Policies and (ii) the amounts due under the Cyprus Historical Policies are assets of their Estates.[52]

On November 20, 2017, the Certain Excess Insurers agreed to extend the time for the Corporate Entities to respond to the first amended complaint to December 1, 2017. A partial stay was agreed to by the Certain Excess Insurers and the Corporate Entities whereby none of the Corporate Entities were permitted to propound discovery requests on any of the Certain Excess Insurers and the Certain Excess Insurers were precluded from seeking discovery from insurer-defendants relating to underlying lawsuits, Cyprus Mines' talc supply history, and Cyprus Mines' corporate transaction history. The stay was extended through July 20, 2018. On July 27, 2018, the Certain Excess Insurers filed their second amended complaint, and on August 16, 2018, the Certain Excess Insurers agreed to further extend the stay, which was ultimately extended through February 11, 2019.

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[52] Certain other insurers, including Ace Property and Casualty Company ("**Central National**") and Unigard Insurance Company ("**Unigard**"), were named as defendants in the California Coverage Action. For instance, the Certain Excess Insurers pursued equitable contribution and subrogation claims against Central National and Unigard. On June 18, 2018, the Certain Excess Insurers filed a motion for summary adjudication against Central National and Unigard seeking a ruling that each insurer was obligated to participate in defense and indemnity upon exhaustion of primary policies. Unigard also filed a cross-complaint against Cyprus and ITA, but agreed to extend the time for ITA to respond through February 19, 2019. In light of the bankruptcy filing, ITA has not responded to Unigard's cross-complaint, which seeks, among other things, damages from ITA for an alleged breach of a settlement agreement. There is no current date for the hearing on the Certain Excess Insurers' motion for summary adjudication against Unigard, and the court in the California Coverage Action summarily denied the Certain Excess Insurers' motion for summary adjudication against Central National as premature.

During the partial stay, ITA did not respond to the second amended complaint, did not participate in formal discovery, and did not engage in motion practice. Despite the partial stay, one or more of the Certain Excess Insurers continued to defend and settle various talc lawsuits on behalf of ITA subject to a reservation of rights. One or more of the Certain Excess Insurers also defended and settled certain talc lawsuits on behalf of ITA notwithstanding the fact that the Certain Excess Insurers agreed not to pursue the claims asserted in the California Coverage Action. Moreover, while the parties to the California Coverage Action did resolve certain issues, this was done through negotiations without court involvement.[53]

On April 19, 2019, the Certain Excess Insurers filed the *Certain Excess Insurers' Motion for Relief from the Automatic Stay to Permit the California Coverage Action to Proceed and Order of Abstention* [Docket No. 390] (the "**Insurers' Relief from Stay Motion**") pursuant to which the Certain Excess Insurers sought relief from the automatic stay to permit the California Coverage Action to proceed.[54] The Certain Excess Insurers also moved for the Bankruptcy Court to abstain from interpreting the Cyprus Historical Policies in the Cyprus Insurance Adversary Proceeding.[55] The Debtors and certain other parties in interest filed oppositions to the Insurers' Relief from Stay Motion on grounds that it is unclear whether Cyprus has any rights to the proceeds of, or any ability to pursue any claims under, the Cyprus Historical Policies for certain talc-related lawsuits until the Cyprus Insurance Adversary Proceeding is fully and finally decided. The Debtors primarily argued that lifting the stay would be an unnecessary waste of judicial and Estate resources, and could lead to the risk of inconsistent (and preclusive) judgments that would flow from the concurrent litigation of the Cyprus Insurance Adversary Proceeding and the California Coverage Action. On June 28, 2019, the Bankruptcy Court entered an order denying the Insurers' Relief from Stay Motion [Docket No. 762]. As of the date hereof, the California Coverage Action remains subject to the automatic stay.

(e) *XL Mediation*

As discussed in greater detail above, the Debtors assert rights to coverage under the XL Policies. In order to resolve certain disputes related to these policies, the Debtors intend to participate in mediation with XL (the "**XL Mediation**"). The XL Mediation is scheduled for October 22, 2020.

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[53] ITA also filed a cross-complaint in the California Coverage Action, seeking a finding that certain cross-defendant insurers are obligated to defend ITA, or reimburse ITA for defense expenses, and indemnify ITA in connection with certain lawsuits seeking damages for personal injury caused by exposure to asbestos or asbestiform minerals in talc and talc-containing products mined, delivered, or supplied by Cyprus Mines.

[54] National Union and Lexington Insurance Company were not listed as Certain Excess Insurers in the Insurers' Relief from Stay Motion, however, they were included as Certain Excess Insurers in the Certain Excess Insurers' reply brief.

[55] Central National Insurance Company of Omaha (for policies issued through Cravens Dargan & Co., Pacific Coast) and Providence Washington Insurance Company (as successor in interest to Seaton Insurance Company, successor in interest to Unigard Mutual Insurance Company) filed joinders in support of the motion [Docket Nos. 411 and 512].

(f) *Talc-Related Litigation*

(1) Consolidation of Talc Litigation in District Court and *Daubert* Hearings

On October 4, 2016, the U.S. Judicial Panel on Multidistrict Litigation (the "**MDL Panel**") ordered that pending and future personal injury or wrongful death actions in federal courts alleging that plaintiffs or their decedents developed ovarian or uterine cancer from the use of J&J's talcum powder products[56] be transferred and centralized in the U.S. District Court for the District of New Jersey, Trenton Division (the "**MDL Proceeding**"). In addition to individual actions pending in federal district courts around the country, two consumer class actions alleging that J&J's talcum powder products were marketed for use without disclosure of talc's alleged carcinogenic properties were included in the MDL Proceeding.

The MDL Panel assigned U.S. District Judge Freda Wolfson as presiding judge for the MDL Proceeding. Judge Wolfson designated U.S. Magistrate Judge Lois Goodman to assist her in the MDL Proceeding. The cases were consolidated to (1) reduce or eliminate duplicative discovery, (2) prevent inconsistent pretrial rulings on discovery and privilege issues, (3) prevent inconsistent rulings on *Daubert* motion practice, and (4) conserve the resources of the parties, their counsel, and the federal judiciary in these actions. Additionally, there are common factual issues in these cases related to the alleged risk of cancer posed by talc and talc-based body powders, whether the defendants knew or should have known of this alleged risk, and whether defendants provided adequate instructions and warnings with respect to these products. As of May 1, 2020, approximately 15,390 such actions involving 16,440 plaintiffs were pending in the MDL in the U.S. District Court of New Jersey. Although the MDL Proceeding has been stayed as to ITA following the Petition Date, the MDL Proceeding is ongoing with respect to J&J and other defendants.

After creation of the MDL Proceeding and its assignment to Judge Wolfson, she ordered a hearing at which all parties could present their summary views of the medical and scientific issues related to the MDL Proceeding, as well as evidence as to whether talc-based body powder products could cause or contribute to ovarian and uterine cancer. That hearing was held on January 26, 2017. Judge Wolfson subsequently ordered full briefing by the parties on the threshold *Daubert* issue of whether reliable and sufficient scientific and medical evidence exists on the issue of causation. Judge Wolfson set an evidentiary hearing on that issue that ran from July 22 to July 31, 2019, with plaintiffs presenting five witnesses and J&J presenting three witnesses. At the conclusion of the hearing, the Judge requested final *Daubert* briefing from all parties which was submitted on October 7, 2019. On April 27, 2020, Judge Wolfson rendered her *Daubert* decision on the opinions offered by these witnesses, granting in part and denying in part J&J's motion to exclude opinions of plaintiffs' five witnesses and denying plaintiffs' motion to exclude the opinions of J&J's three experts. Judge Wolfson ordered the parties to confer within 45 days of her order and raise any issues with respect to specific experts who were not covered by the opinion and order. Moreover, as of the date of this Disclosure Statement, the parties remaining in the MDL Proceeding are working on a schedule and plan on how to move the cases forward as a result of the *Daubert* opinion.

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[56] The specific J&J products involved are J&J's Baby Powder and Shower to Shower body powder.

(2) Consolidation of State Court Talc Litigation

Other OC Claim cases are pending in several state courts across the country. In New Jersey, the Supreme Court designated such cases as Multi-County Litigation for centralized management by the Superior Court of New Jersey Law Division: Atlantic County. Following a hearing on the admissibility of plaintiffs' experts' causation opinions, on September 2, 2016, the Superior Court ruled in favor of J&J and ITA, excluded plaintiffs' general causation experts, and granted summary judgment to the defendants in the first two bellwether cases set for trial. Plaintiffs' appeal of those rulings to the Appellate Division, although stayed as to Debtor ITA, is pending as to J&J.

In California state court, all cases related to OC Claims have been consolidated for pretrial purposes in Judicial Council Coordination Proceedings in the Superior Court for Los Angeles County. Before the first bellwether trial in 2017, ITA obtained summary judgment in its favor. After a plaintiff's verdict against J&J in the first bellwether trial in that proceeding, the trial court granted judgment notwithstanding the verdict and a motion for new trial, which were appealed in November 2017. In July 2019, those rulings were affirmed in part and reversed and remanded to the trial court in part. As to ITA, the plaintiff's appeal of the summary judgment in favor of ITA was stayed with the filing of the Chapter 11 Cases.

Other cases related to OC Claims have been tried in Missouri and Georgia state courts. Five cases in which verdicts were rendered against J&J in Missouri state court have been reversed on appeal, and others are currently pending appeal. The first trial in Georgia state court resulted in a hung jury and has not yet been retried. All cases are stayed as to ITA, however they continue to move forward as to J&J and the other defendants. Approximately 150 additional cases are pending in courts of various other states around the country, including Arizona, Delaware, Florida, Illinois, Louisiana, Pennsylvania, Rhode Island, and Virginia.

(3) Appeals

Lanzo Appeal

On or about December 23, 2016, the Lanzo Movants (as defined below) filed an action in the Superior Court of New Jersey, Law Division, Middlesex County (the "**NJ State Court**") against ITA for products liability resulting in personal injury in connection with the use of talcum powder, including a claim for punitive damages. On April 5 and April 11, 2018, a jury returned a verdict in favor of the Lanzo Movants for compensatory damages in the amount of $11,468,884.93 and punitive damages in the amount of $25,000,000.00, respectively. On April 23, 2019, the NJ State Court entered a judgment in favor of the Lanzo Movants in the amount of $36,468,884.93, including interest (the "**Lanzo Judgment**").

On April 25, 2018, ITA appealed the Lanzo Judgment (the "**Lanzo Appeal**") to the Superior Court of New Jersey, Appellate Division (the "**NJ Appellate Court**"). Moreover, on or about May 22, 2018, ITA posted a supersedeas bond issued by Aspen (as defined below) in the amount of $39,204,051.36 (the "**Lanzo Appeal Bond**"). In its opening brief, ITA alleged that it is entitled to a new trial due to prejudicial evidentiary and instructional errors, including the

introduction of unreliable expert testimony and a prejudicial alternative-causation instruction. In addition to a new trial, ITA sought vacatur of the punitive damages award.

Upon commencement of the Chapter 11 Cases, the Lanzo Appeal was stayed, and the NJ Appellate Court entered an order dismissing the Lanzo Appeal without prejudice. Following approval of the Lanzo Stipulation (as defined below), the automatic stay was modified to permit the Lanzo Appeal to proceed to final resolution. Thereafter, in July 2019, the Lanzo Appeal was reinstated, and on October 2, 2019, ITA filed its reply brief. As of the date of this Disclosure Statement, the Lanzo Movants and ITA are awaiting oral argument on the issues raised in the appeal.

Booker Appeal

On or about December 9, 2015, the Booker Movants (as defined below) filed an action in the Superior Court of California, County of Alameda (the "**CA State Court**") against ITA for negligence and strict product liability in connection with exposure to talc, including a claim for punitive damages On November 27 and December 11, 2017, a jury returned a verdict in favor of the Booker Movants for compensatory damages in the amount of $6,852,000.00 and punitive damages in the amount of $4,600,000.00, respectively. On December 14, 2017, the CA State Court entered a judgment in favor of the Booker Movants in the amount of $11,723,196.2, including $271,196.26 in costs (the "**Booker Judgment**").

On March 7, 2018, ITA appealed the Booker Judgment in the Court of Appeal of the State of California, First Appellate District, Division 3, seeking complete reversal or reversal and remand of the Booker Judgment for failure to establish exposure/causation, errors in the verdict form, and erroneous successor liability. Separately, on April 2, 2018, ITA brought a second appeal to challenge the award of costs with respect to the Booker Judgment (collectively, the "**Booker Appeals**" and, together with the Lanzo Appeal, the "**Appeals**"). In connection with the Booker Appeals, ITA posted a supersedeas bond issued by Aspen in the amount of $17,584,794.39 (the "**Booker Appeal Bond**"). The Booker Appeal Bond is in an amount greater than the face amount of the Booker Judgment to account for post-judgment interest.

Although the Booker Appeals were stayed when the Chapter 11 Cases were filed, following approval of the Booker Stipulation (as defined below) the automatic stay was modified to permit the Booker Appeals to proceed to final judgment. On December 2, 2019, the Booker Movants filed their response to the appellants' opening brief. On May 11, 2020, ITA filed its reply brief, and as of the date of this Disclosure Statement a date for oral argument has not been scheduled.

(g) *English Arbitration*

As of the date of this Disclosure Statement, ITA is a named defendant in an arbitration proceeding pending in London, in which a claimant is seeking contribution from ITA in General Average for damage sustained to the claimant's vessel while transporting certain goods prior to the Petition Date. The claimant has stayed the proceeding as to ITA as a result of the ongoing Chapter 11 Case, and its claims against ITA have since been resolved in full pursuant to an agreed upon settlement between the claimant and a third party insurer/guarantor. As a result of the foregoing, the arbitration has been discontinued upon agreement of the parties.

(h) *J&J Mediation*

In an effort to resolve issues pertaining to the J&J Stay Motion, the Debtors, the Tort Claimants' Committee, the FCR, the Imerys Non-Debtors, and J&J agreed to enter into non-binding mediation. On September 11, 2020, the Bankruptcy Court entered an order appointing the Hon. Kevin Carey (Ret.) to serve as mediator [Docket No. 2188]. Mediation sessions took place on September 18 and September 21, 2018. The parties were unable to resolve the aforementioned issues and remain in continued negotiations. Moreover, and as noted above, the Bankruptcy Court denied the J&J Stay Motion on September 23, 2020.

5.9 Material Settlements and Resolutions

(a) *Insurance Settlements*

National Union, Columbia Casualty Company, Continental Casualty Company, The Continental Insurance Company, Lamorak Insurance Company, Lexington Insurance Company, and Berkshire Hathaway Specialty Insurance Company (collectively, "**RMI**"), ITA, Cyprus, Rawle & Henderson LLP ("**Rawle**"), Dentons US LLP ("**Dentons**"), and Alston, entered into a settlement (the "**RMI Settlement**") that was approved by the Bankruptcy Court on December 13, 2019 [Docket No. 1326]. Pursuant to the RMI Settlement, RMI agreed to pay certain of the Debtors' defense counsel, vendors, and experts an amount of $7,203,714 to satisfy certain prepetition and post-petition defense costs for legal work and other professional services provided in connection with the defense of ITA and/or Cyprus in talc-related litigation. The parties agreed to mutual releases related to prepetition defense costs.

In connection with the RMI Settlement, ITA and Alston also entered into a separate agreement that was approved by the Bankruptcy Court on December 17, 2019 [Docket No. 1339] (the "**Alston Settlement**"). Pursuant to the Alston Settlement, the Debtors permitted Alston to draw down a portion of a retainer from the Debtors in satisfaction of monies owed to Alston but not fully paid under the RMI Settlement. In exchange, Alston agreed to release any claim to the remaining portion of the retainer and refund the remainder of the retainer, totaling $844,745.60, to Debtor ITA.

In addition, ITA, Rawle, Dentons, Alston, and Truck Insurance Exchange ("**Truck**") entered into a settlement (the "**Truck Settlement**") that was approved by the Bankruptcy Court on September 18, 2019 [Docket No. 1052] related to Truck's obligations under a primary general liability insurance policy. Pursuant to the Truck Settlement, Truck agreed to pay a total of $2,491,445.20 to certain of the Debtors' defense counsel and vendors and experts. The parties agreed to mutual releases of prepetition defense costs.

The Plan Proponents also agreed to the terms of the Rio Tinto/Zurich Settlement, which are described in Articles VI and VII of this Disclosure Statement.

(b) *Stipulations Permitting Certain Appeals of Judgments on Account of Certain Talc Personal Injury Claims to Proceed to Final Resolution*

On May 6, 2019, Stephen Lanzo, III and Kendra Lanzo (the "**Lanzo Movants**") and Cheryl Booker, individually and as successor-in-interest to Richard Booker, *et al.* (the "**Booker**

Movants"), each filed motions for relief from the automatic stay to permit the Appeals to proceed to final resolution, and, if successful, to permit the Lanzo Movants and the Booker Movants to execute and collect on the Lanzo Appeal Bond and the Booker Appeal Bond, as applicable [Docket No. 493 & 491].

On June 13, 2019, the Debtors and Aspen entered into stipulations with each of the Lanzo Movants (the "**Lanzo Stipulation**") and the Booker Movants (the "**Booker Stipulation**" and, together with the Lanzo Stipulation, the "**Stay Stipulations**") to lift the automatic stay as to the Appeals. The Stay Stipulations were approved by the Bankruptcy Court on June 27, 2019 [Docket Nos. 757 and 756].

The Stay Stipulations consensually resolved the aforementioned relief from stay motions, and permitted the Appeals to proceed subject to the conditions set forth therein. In addition, Aspen agreed to (i) bear sole responsibility for any and all fees and expenses incurred by ITA and its professionals pertaining to the Appeals and (ii) waive any claim for amounts paid on account of such fees. Moreover, Aspen waived any claim for amounts paid on account of punitive damages in connection with the Lanzo Judgment and the Booker Judgment.

5.10 Anticipated Developments Regarding ITI Before Confirmation

As discussed above, the Debtors anticipate that, if the Plan receives the requisite acceptances pursuant to each of sections 1126(c) and 524(g) of the Bankruptcy Code, ITI will file a voluntary petition for relief under chapter 11 of the Bankruptcy Code. This Section describes key aspects of the contemplated chapter 11 process with respect to ITI.

The Debtors anticipate that ITI's reorganization will have a minimal effect on ITI and the North American Debtors' business operations. As discussed herein, the only holders of Claims against ITI that will be Impaired are holders of Talc Personal Injury Claims and Non-Debtor Intercompany Claims in Classes 4 and 5a, respectively.

(a) *First-Day Motions and Related Relief*

ITI's reason for filing chapter 11 is to address its talc-related liabilities. To ensure a smooth transition into chapter 11 and in furtherance of this goal, ITI will file a number of motions with the Bankruptcy Court on the commencement date of its restructuring proceedings, including:

- an unimpaired claims motion authorizing ITI to satisfy or honor all unimpaired claims including, among other things, claims arising from employee wage and benefit obligations and claims arising from goods and services provided by vendors and suppliers;
- a motion to ensure continued access to its prepetition cash management system;
- a motion requesting that certain of the orders previously entered in the Chapter 11 Cases be made applicable to ITI (including, without limitation, orders: (i) authorizing payment of prepetition insurance obligations and the ability to maintain post-petition insurance coverage; (ii) authorizing payment of prepetition taxes and fees; (iii) authorizing employment of professionals utilized in the ordinary course of

business; (iv) authorizing the retention of the North American Debtors' professionals; (v) establishing procedures for interim compensation and reimbursement of professionals; (vi) approving this Disclosure Statement; and (vii) extending the period to remove claims);

- a motion seeking authority to have its chapter 11 case jointly administered with those of the North American Debtors for procedural purposes only under case number 19-10289 (LSS); and
- a motion seeking authority to waive certain obligations to (i) file schedules and a statement of financial affairs, (ii) file a list of ITI's twenty largest unsecured creditors, and (iii) convene a section 341 meeting of creditors.

For the avoidance of doubt, the interests of holders of Claims against ITI (except for Talc Personal Injury Claims and Non-Debtor Intercompany Claims) are Unimpaired under the Plan. Accordingly, ITI does not anticipate filing schedules and a statement of financial affairs, and will petition the Bankruptcy Court for waiver of such requirements.

(b) *Anticipated Plan Process*

The Debtors are not presently seeking approval of this Disclosure Statement as to ITI, because at this time ITI is not a Debtor in the Chapter 11 Cases. However, upon Bankruptcy Court approval of this Disclosure Statement, the Debtors intend to solicit votes to accept or reject the Plan with respect to holders of Claims in Class 4 against ITI. Additionally, and although ITI is not yet a Debtor in the Chapter 11 Cases, the key dates with respect to solicitation of votes to accept or reject the Plan as to ITI are the same as the dates set forth in the Solicitation Order and described in Article X of this Disclosure Statement entitled "*Voting Procedures and Requirements*."

The Debtors anticipate that ITI will commence its bankruptcy proceeding in advance of the Confirmation Hearing and will, at or before the Confirmation Hearing, seek an order by the Bankruptcy Court approving this Disclosure Statement as it applies to holders of Talc Personal Injury Claims against ITI pursuant to section 1125 of the Bankruptcy Code.

In the event the Bankruptcy Court approves this Disclosure Statement as to ITI, holders of Claims in Class 4 vote in the requisite numbers necessary to approve the Plan, and the Bankruptcy Court subsequently confirms the Plan, the Confirmation Order will apply to ITI as well. Subject to the terms and conditions set forth in the Plan and described throughout this Disclosure Statement, ITI will then emerge from bankruptcy protection contemporaneously with the other Debtors.

ARTICLE VI.

SETTLEMENTS AND THE SALE OF THE NORTH AMERICAN DEBTORS' ASSETS

6.1 The Imerys Settlement

The Plan incorporates a global settlement that is the product of extensive negotiations and discussions among the Plan Proponents providing for the treatment of Talc Personal Injury Claims in a manner that is consistent with the Bankruptcy Code. The Imerys Settlement is the product of months of intensive, arms'-length negotiations and is the lynchpin of the Plan, paving the way for a consensual resolution of these Chapter 11 Cases. The Imerys Settlement, by way of the Imerys Contribution, secures a recovery for the benefit of the Debtors' creditors, additional valuable assets that will be provided to the Talc Personal Injury Trust, and a possibility for additional cash recovery by virtue of a potential sale of the North American Debtors' assets.

(a) *Overview of the Imerys Settlement*

The Imerys Settlement provides, among other things, (i) funding to the Talc Personal Injury Trust in the form of the Imerys Settlement Funds and (ii) additional funding to the Debtors in the form of the Imerys Cash Contribution to support their reorganization efforts in this phase of the Chapter 11 Cases.[57] Moreover, the Imerys Settlement provides the Talc Personal Injury Trust with additional, non-Cash consideration, including, but not limited to, the release of certain claims held by the Imerys Non-Debtors, and the transfer of certain insurance rights to the Talc Personal Injury Trust, all as set forth in the Plan. In exchange, and as described in Article XII of the Plan, the Plan provides releases to the Imerys Protected Parties (the "**Imerys Releases**"), as well as a permanent channeling injunction that bars the pursuit of Talc Personal Injury Claims against the Imerys Protected Parties. All Talc Personal Injury Claims will be channeled to and resolved by the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Agreement and the Trust Distribution Procedures.

As part of the Imerys Settlement, the Tort Claimants' Committee and the FCR have agreed to release their claims against the Imerys Non-Debtors, including those premised on certain theories of liability including, inter alia, piercing the corporate veil, alter ego, conspiracy, or successor liability. The Imerys Non-Debtors have taken the position that the only entities that could face potential liability for Talc Personal Injury Claims are the Debtors. To date, no court has upheld a claim against an Imerys Non-Debtor on these theories of liability, and the only court to substantively review these issues rejected these claims. *See Order Granting Motion to Quash re: Imerys USA, Leavitt v. Johnson & Johnson*, Case No. RG17882401 (Sup. Ct. Cal. Dec. 28, 2018). However, the Tort Claimants' Committee and the FCR have continued to maintain the validity of these claims. After an investigation of the underlying merits of these claims by the Tort

[57] Any portions of the Imerys Cash Contribution not used by the Debtors or applied to the Reserves (pursuant to the limits established in the Plan) will revert to Talc Personal Injury Trust, subject to the limitations contained in the Plan.

Claimants' Committee and the FCR, and in order to avoid further protracted litigation and expense, the parties agreed to resolve these claims as part of the Imerys Settlement.

As further described below, the Imerys Settlement also contemplates that the North American Debtors will initiate a sale process in pursuit of a sale of substantially all of the assets of the North American Debtors[58] under section 363 of the Bankruptcy Code. The net proceeds from the Sale will be used to fund the Talc Personal Injury Trust as described in the Plan.

Finally, in order to implement the Imerys Settlement and effectuate the Plan, upon the Effective Date (i) the equity interests in ITI will be reinstated and (ii) the equity interests in each of the North American Debtors will be canceled and the equity interests in each of the Reorganized North American Debtors will be issued to the Talc Personal Injury Trust. The Talc PI Note will also be issued to the Talc Personal Injury Trust, which, pursuant to the Talc PI Pledge Agreement, will be secured by a majority of the voting equity interests of Reorganized ITI following the Effective Date.

The Imerys Settlement resolves all outstanding disputes and claims between the Debtors, their Estates, the Imerys Non-Debtors, the Tort Claimants' Committee, and the FCR. While the key terms of the Imerys Settlement are summarized in this Disclosure Statement, you should read the Plan for a complete understanding of the terms and conditions of the Imerys Settlement.

(b) *Imerys Releases and Disbursement of the Imerys Contribution*

In exchange for the Imerys Contribution, Imerys S.A. requires confirmation of the Plan and entry of a Confirmation Order by the Bankruptcy Court and affirmed by the District Court that provides the Imerys Protected Parties with the protection of the Channeling Injunction pursuant to sections 524(g) and 105(a) of the Bankruptcy Code, the Imerys Releases, and the Supplemental Settlement Injunction Order. Each is described in further detail in the Plan.

- The Imerys Non-Debtors' Contribution on Behalf of the Protected Parties

Upon the satisfaction, or waiver by the Plan Proponents in writing, of all conditions precedent to the disbursement of the Imerys Contribution in the Plan, the Imerys Contribution, shall be distributed by the Imerys Non-Debtors pursuant to the terms of the Plan.

- Section 524(g) and 105(a) Injunction in Favor of the Imerys Protected Parties

Subject to the Talc Distribution Procedures, the Channeling Injunction shall permanently and completely enjoin any person or entity from asserting in any way a Talc Personal Injury Claim against the Protected Parties. All claims against the Protected Parties subject to the Channeling Injunction shall be channeled to, and paid by, the Talc Personal Injury Trust in accordance with the Trust Distribution Procedures.

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[58] For the avoidance of doubt, the Sale does not include the sale of ITI's assets.

Each of the Imerys Protected Parties is included as a "Protected Party" as that term is defined in the Plan. Accordingly, the Imerys Protected Parties shall receive the benefit of the Channeling Injunction in accordance with sections 524(g) and 105(a) of the Bankruptcy Code.

- Releases in Favor of the Imerys Protected Parties

The Plan contemplates certain releases in favor of the Imerys Protected Parties to be provided by (i) the Debtors and the Reorganized Debtors, on their own behalf and as representatives of their respective Estates, (ii) the Tort Claimants' Committee and the FCR, on their own behalf, and (iii) the Releasing Claim Holders. Such releases are further described in Article VII of this Disclosure Statement.

- Supplemental Settlement Injunction Order

In connection with the implementation of the Imerys Settlement, the Plan includes the Supplemental Settlement Injunction Order, pursuant to which all Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Imerys Released Claims directly or indirectly against the Imerys Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any Imerys Released Claims. The Supplemental Settlement Injunction Order is further described in Article VII of this Disclosure Statement.

6.2 <u>Settlement with Rio Tinto and Zurich</u>

The Plan also incorporates a comprehensive settlement among the Debtors, on the one hand, and Rio Tinto (on behalf of itself and the Rio Tinto Captive Insurers and for the benefit of the Rio Tinto Protected Parties), and Zurich (on behalf of itself and for the benefit of the Zurich Protected Parties), on the other hand, and consented to by the Tort Claimants' Committee and the FCR, that is the product of months of intensive, arms'-length negotiations, multiple mediation sessions, and the production and review of a broad set of documents relating to the parties' disputes. The Rio Tinto/Zurich Settlement resolves complex disputes among the parties, in an effort to avoid prolonged litigation, and does not involve any admission of liability by any party to the settlement.

(a) *Overview of the Rio Tinto/Zurich Settlement*

The Rio Tinto/Zurich Settlement (a) releases the Rio Tinto Protected Parties and the Zurich Protected Parties from the Rio Tinto/Zurich Released Claims and (b) channels to the Talc Personal Injury Trust all Talc Personal Injury Claims against any Rio Tinto Protected Party, Rio Tinto Captive Insurer, or Zurich Protected Party. Both the Rio Tinto/Zurich Released Claims and the channeled Talc Personal Injury Claims include, without limitation, any and all claims directly or indirectly arising out of or relating to (i) alleged liabilities relating to the Rio Tinto Corporate Parties' prior ownership of the Debtors, (ii) alleged indemnification obligations of the Rio Tinto Corporate Parties, and (iii) the amount of coverage to which the Debtors claim to be entitled under Talc Insurance Policies issued by the Zurich Corporate Parties and the Rio Tinto Captive Insurers. In return, the Talc Personal Injury Trust will receive the Rio Tinto/Zurich Contribution, consisting of $340 million in cash, along with certain indemnification, contribution, and/or subrogation rights

against third parties held by the Zurich Corporate Parties and the Rio Tinto Corporate Parties. The Rio Tinto/Zurich Contribution will provide a substantial recovery for persons holding Talc Personal Injury Claims.

As part of the Rio Tinto/Zurich Settlement, the Tort Claimants' Committee and the FCR have agreed to the release of any and all claims against the Rio Tinto Protected Parties relating in any way to any Talc Personal Injury Claims, including those premised on liabilities such as piercing the corporate veil, alter ego, conspiracy, or successor liability. The Rio Tinto Protected Parties have taken the position that they have no such liability, and to date, no court has upheld a claim against any Rio Tinto Protected Parties on these theories of liability. The resolution of each of these matters represents a compromise of disputes among the parties, without any admission of liability, intended to avoid the costs, risks, and delay associated with protracted litigation. The Tort Claimants' Committee and the FCR have also consented to the Debtors' release of all rights under insurance policies issued by the Zurich Corporate Parties and the Rio Tinto Captive Insurers notwithstanding their disputes concerning the amount of coverage potentially available to the Debtors under these policies, the application of the policies to the Talc Personal Injury Claims, and the timing and amount of such claims in the future, in order to avoid the costs, risks, and delay associated with undertaking protracted litigation against these insurers.

(b) *Terms of the Rio Tinto/Zurich Settlement*

- The Rio Tinto/Zurich Contribution

The Rio Tinto/Zurich Contribution is contingent (i) on the Bankruptcy Court's entry of a Confirmation Order and the District Court's entry of an Affirmation Order, each in a form reasonably acceptable to Rio Tinto and Zurich, confirming the Plan, and approving (a) the Rio Tinto/Zurich Settlement, including the Rio Tinto/Zurich Settlement Agreement, and (b) the releases set out in the Plan, the Channeling Injunction, and the other injunctive relief set out in the Plan, including the Supplemental Settlement Injunction, as to the Rio Tinto Protected Parties, the Rio Tinto Captive Insurers, and the Zurich Protected Parties (as applicable); (ii) on the Confirmation Order and Affirmation Order becoming Final Orders; and (iii) on the Plan's becoming effective. If these preconditions are met, Rio Tinto and Zurich will each make their respective portions of the Rio Tinto/Zurich Contribution, or cause it to be made, in Rio Tinto's case on behalf of itself, the Rio Tinto Captive Insurers, and the Rio Tinto Protected Parties, and in Zurich's case on behalf of the Zurich Protected Parties, to the Talc Personal Injury Trust, to be used for the payment of Talc Personal Injury Claims in accordance with the Trust Distribution Procedures and the Talc Personal Injury Trust Agreement. The releases and Injunctions provided to the Rio Tinto Protected Parties, the Rio Tinto Captive Insurers, and the Zurich Protected Parties (as applicable) will not be effective until the Rio Tinto/Zurich Contribution is made to the Talc Personal Injury Trust.

- Rio Tinto/Zurich Settlement Agreement

Confirmation of the Plan will constitute approval of the Rio Tinto/Zurich Settlement Agreement, under which Zurich and the Rio Tinto Captive Insurers, respectively, will buy back any and all of Debtors' rights under the Zurich Policies and Rio Tinto Captive Insurer Policies, free and clear of any rights of third parties, pursuant to section 363 of the Bankruptcy Code.

- Channeling Injunction Under Sections 524(g) and 105(a) in Favor of the Rio Tinto Protected Parties, the Rio Tinto Captive Insurers, and the Zurich Protected Parties

In accordance with sections 524(g) and 105(a) of the Bankruptcy Code, the Channeling Injunction shall permanently and completely enjoin any person or entity from asserting any Talc Personal Injury Claim against the Rio Tinto Protected Parties, the Rio Tinto Captive Insurers, and/or the Zurich Protected Parties, as these parties are "Protected Parties" as that term is defined in the Plan. All claims against the Rio Tinto Protected Parties, the Rio Tinto Captive Insurers, and/or the Zurich Protected Parties subject to the Channeling Injunction shall be channeled to the Talc Personal Injury Trust and resolved in accordance with the Trust Distribution Procedures.

- Releases in Favor of the Rio Tinto Protected Parties and the Zurich Protected Parties

The Plan contemplates certain releases in favor of the Rio Tinto Protected Parties and the Zurich Protected Parties to be provided by (i) the Debtors and the Reorganized Debtors, on their own behalf and as representatives of their respective Estates, (ii) the Tort Claimants' Committee and the FCR, solely on their own behalf, and (iii) the Releasing Claim Holders (as to the Rio Tinto Protected Parties). Such releases are further described in Article VII of this Disclosure Statement.

- Supplemental Settlement Injunction Order

In connection with the implementation of the Rio Tinto/Zurich Settlement, the Plan includes the Supplemental Settlement Injunction Order, pursuant to which all Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Rio Tinto/Zurich Released Claims directly or indirectly against the Rio Tinto Protected Parties (or any of them) and/or the Zurich Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any Rio Tinto/Zurich Released Claims. The Supplemental Settlement Injunction Order is further described in Article VII of this Disclosure Statement.

6.3 Sale of North American Debtors' Assets

(a) *Sale of Assets*

The Plan contemplates that the Debtors will undertake a sale and marketing process of the North American Debtors' assets in accordance with section 363 of the Bankruptcy Code. To this end, on May 15, 2020, the North American Debtors filed a motion seeking a Bankruptcy Court order (i) authorizing and approving bidding procedures for the sale of all or substantially all of the North American Debtors' assets (the "**Bidding Procedures**"); (ii) establishing procedures for the assumption and assignment of certain executory contracts and unexpired leases; (iii) establishing procedures in connection with the selection of a Stalking Horse Bidder (as defined in the Sale Motion), if any, and related protections; and (iv) approving the sale of assets free and clear of all Interests (as defined in the Sale Motion) pursuant to an asset purchase agreement [Docket No. 1718] (the "**Sale Motion**"). An order approving the Bidding Procedures and timeline related to the Sale was approved on June 30, 2020 [Docket No. 1950]. On July 28, 2020, the Debtors filed the *Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2039], on September 11, 2020, the Debtors filed the *Second Notice*

of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order [Docket No. 2189] and on October 13, 2020, the Debtors filed the *Third Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2329], each of which lists revised key dates and deadlines related to the sale process.

As more fully described in the Sale Motion, in November 2019, the North American Debtors engaged PJT as their investment banker to assist the North American Debtors with their evaluation of a potential sale of all or a portion of their assets. Following their engagement, PJT's professionals have worked closely with the North American Debtors' management, boards of directors, and other advisors to assist the North American Debtors in: (i) preparing marketing materials in conjunction with a sale and (ii) defining the terms, conditions, and impact of any sale. With the filing of the Sale Motion, PJT commenced a process to identify potential purchasers and pursue potential transactions for the North American Debtors. On July 17, 2020, PJT received initial indications of interest for the Debtors' assets, pursuant to the Bid Procedures Order, and on July 24, 2020, the Debtors, with the assistance of PJT and their other advisors, selected the Potential Bidders (as defined in Sale Motion), which were permitted to enter the second phase of the sale process.

The North American Debtors have determined that a sale of substantially all of their assets, in conjunction with the implementation of the Imerys Settlement, to one or more buyer(s) will maximize the value of their Estates and result in more funds available for holders of Talc Personal Injury Claims. The North American Debtors are seeking the relief requested in the Sale Motion to ensure that they have the necessary flexibility to run a value-maximizing sale process.

Imerys S.A. and the Tort Claimants' Committee agreed that Imerys S.A. will not participate in the sale process as a bidder "to avoid complicating the court-approved sale process with a potential bid from the asset's most recent owner." *See Statement of Imerys, S.A. in Connection with the Pending Sale of Substantially All of the Debtors' Assets* [Docket No. 1975]. Further, this decision is "consistent with [Imerys, S.A.'s] management of its global business portfolio." *See id.*

On October 13, 2020, the Debtors filed a *Notice of (I) Designation of Stalking Horse Bidder, (II) Filing of Stalking Horse Agreement and Proposed Sale Order and (III) Request for Approval of Bid Protections* [Docket No. 2330], which, among other things, designated Magris Resources Canada Inc. ("**Magris Resources**") as the Stalking Horse Bidder (as defined in the Bidding Procedures) and the Bid (as defined in as defined in the Bidding Procedures) submitted by Magris Resources as the Stalking Horse Bid (as defined in the Bidding Procedures) and provided notice that the Debtors have entered into an asset purchase agreement with Magris Resources (the "**Stalking Horse Agreement**"), a copy of which was attached as Exhibit A to the notice, for the sale of substantially all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code. The purchase price payable to the Debtors under the Stalking Horse Agreement for the Purchased Assets (as defined in the Stalking Horse Agreement) consists of the following: (i) $223,000,000 in cash consideration, and (ii) the assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement). The Debtors and Magris Resources intend to consummate the transaction contemplated by the Stalking Horse Bid pursuant to the terms of the Stalking Horse Agreement unless a higher or otherwise better Qualified Bid or Overbid (each, as defined in Bidding Procedures) is submitted with respect to such assets (as determined by the Debtors in their reasonable business judgment and in accordance with the Bidding Procedures).

On [November 16, 2020] the Bankruptcy Court entered an order authorizing the Debtors to sell substantially all of their assets to [__________] [Docket No. [____]].

(b) *Sale Proceeds and Purchase Price Enhancement*

The Sale Proceeds will be contributed to the Talc Personal Injury Trust in accordance with the terms of the Plan and the DIP Order. In addition, and as part of the Imerys Settlement, Imerys S.A. has agreed to contribute certain additional amounts of up to $102.5 million, contingent on the value of the Sale Proceeds (the "**Purchase Price Enhancement**"). The Purchase Price Enhancement will work as follows: (i) if the Sale Proceeds are $30 million or less, Imerys S.A. will contribute $102.5 million to the Talc Personal Injury Trust as a purchase price enhancement; (ii) for every dollar of Sale Proceeds between $30 million and $60 million, the purchase price enhancement shall be reduced by $0.50; and (iii) for every dollar of Sale Proceeds in excess of $60 million, the purchase price enhancement shall be reduced by $0.70.

ARTICLE VII.

THE PLAN OF REORGANIZATION

The confirmation of a plan of reorganization is the principal objective of a chapter 11 case. A plan of reorganization sets forth the means for treating claims against, and equity interests in, a debtor. Confirmation of a plan of reorganization by a bankruptcy court makes it binding on the debtor, any person or entity acquiring property under the plan, and any creditor of, or equity interest holder in, the debtor, whether or not such creditor or equity interest holder has accepted the plan or received or retains any property under the plan. Subject to certain limited exceptions and other than as provided in a plan itself or in a confirmation order, a confirmation order discharges the debtor from any debt that arose prior to the date of confirmation of the plan of reorganization.

This Section of this Disclosure Statement summarizes certain relevant provisions of the Plan. This Section is intentionally not a recitation of the entirety of the Plan, a copy of which is attached hereto as Exhibit A.

For additional information regarding the Plan not discussed in this Section, please refer to the following select Plan provisions:

Topic	Plan Provision
Treatment of Executory Contracts and Unexpired Leases	Article V
Distributions Under the Plan on Account of Claims	Article VI
Resolution of Disputed Claims Other than Talc Personal Injury Claims	Article VII
Reservation of Rights	Section 12.5
Disallowed Claims and Disallowed Equity Interests	Section 12.6

Topic	Plan Provision
No Successor Liability	Section 12.8
Corporate Indemnities	Section 12.9
Jurisdiction of Bankruptcy Court	Article XIII
Miscellaneous Provisions	Article XIV

THE FOLLOWING SUMMARY HIGHLIGHTS CERTAIN OF THE SUBSTANTIVE PROVISIONS OF THE PLAN, AND IS NOT, NOR IS IT INTENDED TO BE, A COMPLETE DESCRIPTION OR A SUBSTITUTE FOR A FULL AND COMPLETE REVIEW OF THE PLAN. THE PLAN PROPONENTS URGE ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS TO READ AND STUDY CAREFULLY THE PLAN, A COPY OF WHICH IS ATTACHED AS EXHIBIT A TO THIS DISCLOSURE STATEMENT.

7.1 Treatment of Administrative Claims, Fee Claims, DIP Facility Claims, and Priority Tax Claims

(a) *Administrative Claims*

(1) Allowed Administrative Claims

Holders of Allowed Administrative Claims (other than Fee Claims, which are governed by Section 2.3 of the Plan) shall receive Cash equal to the unpaid portion of such Allowed Administrative Claims on the Distribution Date, in full satisfaction, settlement, release, and discharge of and in exchange for such Claims, or such amounts and on such other terms as may be agreed to by the holders of such Claims and the Debtors or the Reorganized Debtors, as the case may be; *provided*, *however*, that Allowed Administrative Claims representing liabilities incurred on or after the Petition Date in the ordinary course of business by any of the Debtors shall be paid by the Debtors or the Reorganized Debtors, as the case may be, in accordance with the terms and conditions of the particular transactions relating to such liabilities and any agreements relating thereto. All Allowed Administrative Claims (other than Fee Claims) shall be paid from funds held in the Administrative Claim Reserve, which shall be funded from Cash on hand, and/or the Imerys Cash Contribution (excluding the Unsecured Claim Contribution). The Reorganized Debtors will be entitled to transfer excess funds from the Fee Claim Reserve (after all Allowed Fee Claims have been satisfied in full) and the Reorganized North American Debtor Cash Reserve (excluding all funds attributable to the Unsecured Claim Contribution) to the Administrative Claim Reserve as they deem necessary or appropriate, on notice to the FCR and the Tort Claimants' Committee, to enable them to satisfy their obligations pursuant to the Plan.

(2) Administrative Claims Bar Date

Except as otherwise provided in Article II of the Plan, requests for payment of Administrative Claims (other than Fee Claims and Claims against the North American Debtors arising under section 503(b)(9) of the Bankruptcy Code), must be filed and served on the

Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than sixty (60) days after the Effective Date. Holders of Administrative Claims that are required to, but do not, file and serve a request for payment of such Administrative Claims by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against, as applicable, the Debtors or the Reorganized Debtors, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be filed and served on the Reorganized Debtors and the requesting party, as applicable, no later than ninety (90) days after the Effective Date, unless otherwise authorized by the Bankruptcy Rules or Bankruptcy Court. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be filed with respect to an Administrative Claim previously Allowed by Final Order, including all Administrative Claims expressly Allowed under the Plan. For the avoidance of doubt and in accordance with, and furtherance of, the terms of the ITC Stipulated Order, any ITC Stipulated Claim shall be (i) automatically disallowed upon entry of the Confirmation Order and (ii) deemed discharged upon the Effective Date, without any further action required.

(3) Disputed Administrative Claims

If a Disputed Administrative Claim is thereafter Allowed in whole or in part, the Disbursing Agent shall (at such time as determined to be practicable by the Reorganized Debtors) distribute from the Administrative Claim Reserve, to the holder of such Administrative Claim, the Cash that such holder would have received on account of such Claim if such Administrative Claim had been an Allowed Administrative Claim on the Effective Date. When (i) all Disputed Administrative Claims against the Reorganized Debtors have been resolved and (ii) Distributions required to be made by the Reorganized Debtors pursuant to Section 2.1 and Section 2.3 of the Plan have been made, all Cash remaining in the Administrative Claim Reserve shall be disbursed to the Talc Personal Injury Trust.

(b) *Allowed Priority Tax Claims*

On the Distribution Date, holders of Allowed Priority Tax Claims shall receive Cash equal to the amount of such Allowed Priority Tax Claims, in full satisfaction, settlement, release, and discharge of and in exchange for such Claims unless the holder of such claim agrees to an alternative treatment.

(c) *Fee Claims*

All final fee requests for compensation or reimbursement of Fee Claims pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code for services rendered to the Debtors, the Tort Claimants' Committee, or the FCR, all Fee Claims of members of the Tort Claimants' Committee for reimbursement of expenses, and all requests or Claims under section 503(b)(4) of the Bankruptcy Code, must be filed and served on the Reorganized Debtors and other parties required to be served by the Compensation Procedures Order by no later than forty-five (45) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Any objections to a final Fee Claim or any requests or claims under section 503(b)(4) of the Bankruptcy Code must be filed by no later than twenty (20) days after the filing of such Claim. The terms of the Compensation Procedures Order shall govern the allowance and payment of any final Fee

Claims submitted in accordance with Section 2.3 of the Plan. The Fee Examiner appointed under the Fee Examiner Order shall continue to act in this appointed capacity unless and until all final Fee Claims have been approved by order of the Bankruptcy Court, and the Reorganized Debtors shall be responsible to pay the fees and expenses incurred by the Fee Examiner in rendering services after the Effective Date.

The amount of the Fee Claims owing to the Professionals on and after the Effective Date shall be paid in Cash to such Professionals from funds held in the Fee Claim Reserve, which shall be funded from Cash on hand and/or the Imerys Cash Contribution (excluding the Unsecured Claim Contribution), as soon as reasonably practicable after such Claims are Allowed by a Bankruptcy Court order. The Reorganized Debtors will be entitled to transfer excess funds from the Administrative Claim Reserve (after all Allowed Administrative Claims have been satisfied in full) and the Reorganized North American Debtor Cash Reserve (excluding all funds attributable to the Unsecured Claim Contribution) to the Fee Claim Reserve as they deem necessary or appropriate, on notice to the FCR and the Tort Claimants' Committee, to enable them to satisfy their obligations herein. When all Allowed Fee Claims and Allowed Administrative Claims have been paid in full.

(d) *DIP Facility Claims*

On the Effective Date, in full satisfaction, settlement, discharge, and release of, and in exchange for the DIP Facility Claims, all amounts payable by the Debtors under the DIP Facility shall be satisfied in full consistent with the DIP Loan Documents and the DIP Order.

7.2 Treatment of Classified Claims and Equity Interests

The classification and treatment of Claims against and Equity Interests in each Debtor are set forth in detail in Article III of the Plan.

(a) *Class 1 – Priority Non-Tax Claims*

(1) Classification: Class 1 consists of all Priority Non-Tax Claims against the Debtors.

(2) Treatment: On the Distribution Date, each holder of an Allowed Class 1 Priority Non-Tax Claim shall receive Cash equal to the Allowed Amount of such Priority Non-Tax Claim.

(3) Voting: Class 1 is Unimpaired and each holder of an Allowed Claim in Class 1 is presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Claim in Class 1 is not entitled to vote to accept or reject the Plan.

(b) *Class 2 – Secured Claims*

(1) Classification: Class 2 consists of all Secured Claims against the Debtors.

(2) Treatment: All Allowed Secured Claims in Class 2 will be treated pursuant to one of the following alternatives on the Distribution Date: (i) payment in full in Cash in accordance with section 506(a) of the Bankruptcy Code; (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code; (iii) such other treatment as the Debtor and the holder shall agree; or (iv) such other treatment as may be necessary to render such Claim Unimpaired.

(3) Voting: Class 2 is Unimpaired and each holder of an Allowed Claim in Class 2 is presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Claim in Class 2 is not entitled to vote to accept or reject the Plan.

(c) *Class 3a – Unsecured Claims against the North American Debtors*

(1) Classification: Class 3a consists of all Unsecured Claims against the North American Debtors.

(2) Treatment: Each holder of an Allowed Unsecured Claim against the North American Debtors shall be paid the Allowed Amount of its Unsecured Claim on the Distribution Date. Such payment shall be (i) in full, in Cash, plus post-petition interest at the federal judgment rate in effect on the Petition Date, or (ii) upon such other less favorable terms as may be mutually agreed upon between the holder of such Unsecured Claim and the applicable North American Debtor or Reorganized North American Debtor.

(3) Voting: Class 3a is Unimpaired and each holder of an Allowed Claim in Class 3a is presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Claim in Class 3a is not entitled to vote to accept or reject the Plan.

(d) *Class 3b – Unsecured Claims against ITI*

(1) Classification: Class 3b consists of all Unsecured Claims against ITI.

(2) Treatment: The legal, equitable, and contractual rights of the holders of Unsecured Claims against ITI are unaltered by the Plan. Except to the extent that a holder of an Unsecured Claim against ITI agrees to a different treatment, on and after the Effective Date, Reorganized ITI will continue to pay or dispute each Unsecured Claim in the ordinary course of business in accordance with applicable law.

(3) Voting: Class 3b is Unimpaired and each holder of an Allowed Claim in Class 3b is presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Claim in Class 3b is not entitled to vote to accept or reject the Plan.

(e) *Class 4 – Talc Personal Injury Claims*

(1) Classification: Class 4 consists of all Talc Personal Injury Claims. For the avoidance of doubt, Class 4 consists of Direct Talc Personal Injury Claims and Indirect Talc Personal Injury Claims.

(2) Treatment: On the Effective Date, liability for all Talc Personal Injury Claims shall be channeled to and assumed by the Talc Personal Injury Trust without further act or deed and shall be resolved in accordance with the Trust Distribution Procedures. Pursuant to the Plan and Trust Distribution Procedures, each holder of a Talc Personal Injury Claim shall have its Claim permanently channeled to the Talc Personal Injury Trust, and such Claim shall thereafter be resolved in accordance with the Trust Distribution Procedures. On the Effective Date, all Talc Personal Injury Claims that were filed in the Chapter 11 Cases shall be expunged from the Claims Register as provided in Section 11.9 of the Plan.

(3) Voting: Class 4 is Impaired and each holder of an Allowed Claim in Class 4 is entitled to vote to accept or reject the Plan.

(f) *Class 5a – Non-Debtor Intercompany Claims*

(1) Classification: Class 5a consists of all Non-Debtor Intercompany Claims.

(2) Treatment: On or after the Effective Date, all Non-Debtor Intercompany Claims shall be canceled, discharged, or eliminated.

(3) Voting: Class 5a is Impaired. Each holder of an Allowed Claim in Class 5a has consented to its treatment under the Plan as a Plan Proponent and is therefore presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Claim in Class 5a is not entitled to accept or reject the Plan.

(g) *Class 5b – Debtor Intercompany Claims*

(1) Classification: Class 5b consists of all Debtor Intercompany Claims.

(2) Treatment: At the election of the applicable Debtor, each Debtor Intercompany Claim shall (i) be reinstated, (ii) remain in place, and/or (iii) with respect to certain Debtor Intercompany Claims in respect of goods, services, interest, and other amounts that would have been satisfied in Cash directly or indirectly in the ordinary course of business had they not been outstanding as of the Petition Date, be settled in Cash.

(3) Voting: Class 5b is Unimpaired and each holder of an Allowed Claim in Class 5b is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of a Claim in Class 5b is not entitled to accept or reject the Plan.

(h) *Class 6 – Equity Interests in the North American Debtors*

(1) Classification: Class 6 consists of all Equity Interests in the North American Debtors.

(2) Treatment: On the Effective Date, all Equity Interests in the North American Debtors shall be canceled, annulled, and extinguished.

(3) Voting: Class 6 is Impaired. Each holder of an Allowed Class 6 Equity Interest has consented to its treatment under the Plan as a Plan Proponent and is therefore presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Equity Interest in Class 6 is not entitled to vote to accept or reject the Plan.

(i) *Class 7 – Equity Interests in ITI*

(1) Classification: Class 7 consists of all Equity Interests in ITI.

(2) Treatment: On the Effective Date, all Equity Interests in ITI shall be reinstated and the legal, equitable, and contractual rights to which holders of Equity Interests in ITI are entitled shall remain unaltered to the extent necessary to implement the Plan.

(3) Voting: Class 7 is Unimpaired and each holder of an Allowed Class 7 Equity Interest is presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Each holder of an Allowed Equity Interest in Class 7 is not entitled to vote to accept or reject the Plan.

7.3 Acceptance or Rejection of Plan

(a) *Classes Entitled to Vote*

Holders of Talc Personal Injury Claims shall be entitled to vote to the extent and in the manner provided in the Voting Procedures Order [Docket No. [__]] and the Plan.[59]

(b) *Acceptance of Holders of Talc Personal Injury Claims*

Pursuant to sections 1126(c) and 524(g)(2)(B)(ii)(IV)(bb) of the Bankruptcy Code, Class 4 (Talc Personal Injury Claims) shall have accepted the Plan only if at least two-thirds (2/3) in amount and seventy-five percent (75%) of the members in Class 4 actually voting on the Plan have voted to accept the Plan.

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[59] Pursuant to the Voting Procedures Order, all Talc Personal Injury Claims in Class 4 of the Plan shall be temporarily allowed in the amount of $1.00 in the aggregate per claimant solely for purposes of voting to accept or reject the Plan and not for any other purpose; *provided* that any votes that are determined by final nonappealable order following a motion on notice and a hearing not filed in good faith shall be subject to the designation pursuant to section 1126(e) of the Bankruptcy Code.

(c) *Acceptance by Unimpaired Class*

Classes 1, 2, 3a, 3b, 5b, and 7 are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

(d) *Acceptance by Impaired Class*

Classes 5a and 6 will not receive or retain any property or distribution under the Plan and are Impaired under the Plan. Notwithstanding, Classes 5a and 6 are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code because all holders of Claims or Equity Interests (as applicable) in Classes 5a and 6 are Plan Proponents and have consented to their treatment under the Plan.

7.4 Conditions Precedent to the Confirmation of the Plan

Confirmation of the Plan shall not occur unless each of the following conditions has been satisfied or waived pursuant to Section 9.3 of the Plan:

(a) The Bankruptcy Court shall have entered an order, acceptable in form and substance to each of the Plan Proponents approving this Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

(b) Class 4 shall have voted in requisite numbers and amounts in favor of the Plan as required by sections 524(g), 1126, and 1129 of the Bankruptcy Code.

(c) The Plan and the Plan Supplement, including any schedules, documents, supplements and exhibits thereto, shall be consistent with (i) section 524(g) of the Bankruptcy Code, as applicable, and (ii) the other provisions of the Plan.

(d) The Reorganized North American Debtors shall have sufficient funds from Cash on hand and/or the Unsecured Claim Contribution to resolve all Allowed Class 3a Claims and to adequately fund the Disputed Claims Reserve as determined by each of the Plan Proponents.

(e) The Bankruptcy Court shall have made such findings and determinations regarding the Plan as shall enable the entry of the Confirmation Order and any other order in conjunction therewith, in form and substance acceptable to each of the Plan Proponents. These findings and determinations, are designed, among other things, to ensure that the Injunctions, releases and discharges set forth in Article XII shall be effective, binding and enforceable, and shall among other things, conclude:

(1) Good Faith Compliance. The Plan complies with all applicable provisions of the Bankruptcy Code including, without limitation, that the Plan be proposed in good faith and that the Confirmation Order not be procured by fraud.

(2) Voting. Class 4 has voted in requisite numbers and amounts in favor of the Plan as required by each of sections 524(g), 1126, and 1129 of the Bankruptcy Code.

(3) Injunctions. The Channeling Injunction, the Insurance Entity Injunction, and the Supplemental Settlement Injunction Order are to be implemented in connection with the Talc Personal Injury Trust.

(4) Named Defendants. As of the Petition Date, one or more of the Debtors had been named as a defendant in personal injury, wrongful death or property damage actions seeking recovery for damages allegedly caused by the presence of, or exposure to, talc or talc-containing products.

(5) Assumption of Certain Liabilities. Upon the Effective Date, the Talc Personal Injury Trust shall assume the liabilities of the Protected Parties with respect to Talc Personal Injury Claims and have exclusive authority as of the Effective Date to satisfy or defend such Talc Personal Injury Claims.

(6) Funding of Talc Personal Injury Trust. The Talc Personal Injury Trust will be funded with the Talc Personal Injury Trust Assets, including the Talc PI Note, which will be secured by a majority of the common stock of Reorganized ITI, pursuant to the Talc PI Pledge Agreement, and include the right to receive distributions on account of the Talc PI Note pursuant to the terms set forth in the Talc PI Note.

(7) Stock Ownership. The Talc Personal Injury Trust, on the Effective Date, by the exercise of rights granted under the Plan, (i) will receive the Reorganized North American Debtor Stock and shall maintain the rights to receive dividends or other distributions on account of such stock, and (ii) will be entitled to own the majority of the common stock of Reorganized ITI if specific contingencies occur.

(8) Use of Talc Personal Injury Trust Assets. The Talc Personal Injury Trust will use its assets and income to resolve Talc Personal Injury Claims.

(9) Likelihood of Talc Personal Injury Demands. The Debtors are likely to be subject to substantial future Talc Personal Injury Demands for payment arising out of the same or similar conduct or events that gave rise to the Talc Personal Injury Claims that are addressed by the Channeling Injunction and the Insurance Entity Injunction.

(10) Talc Personal Injury Demands Indeterminate. The actual amounts, numbers, and timing of future Talc Personal Injury Demands cannot be determined.

(11) Likelihood of Threat to Plan's Purpose. Pursuit of Talc Personal Injury Claims, including Talc Personal Injury Demands, outside of the procedures prescribed by the Plan and the Plan Documents, including the Trust

Distribution Procedures, is likely to threaten the Plan's purpose to treat the Talc Personal Injury Claims and Talc Personal Injury Demands equitably.

(12) Injunctions Conspicuous. The terms of the Discharge Injunction, the Channeling Injunction, the Supplemental Settlement Injunction Order, the Release Injunction, and the Insurance Entity Injunction, including any provisions barring actions against third parties, are set out in conspicuous language in the Plan and in this Disclosure Statement.

(13) Appropriate Trust Mechanisms. Pursuant to court orders or otherwise, the Talc Personal Injury Trust shall operate through mechanisms such as structured, periodic or supplemental payments, pro rata distributions, matrices or periodic review of estimates of the numbers and values of Talc Personal Injury Claims or other comparable mechanisms, that provide reasonable assurance that the Talc Personal Injury Trust will value, and be in a financial position to pay, Talc Personal Injury Claims that involve similar Claims in substantially the same manner regardless of the timing of the assertion of such Talc Personal Injury Claims.

(14) Future Claimants' Representative. The FCR was appointed by the Bankruptcy Court as part of the proceedings leading to the issuance of the Channeling Injunction, the Insurance Entity Injunction, and the Supplemental Settlement Injunction Order, for the purpose of, among other things, protecting the rights of persons that might subsequently assert Talc Personal Injury Demands of the kind that are addressed in the Channeling Injunction, the Insurance Entity Injunction, and the Supplemental Settlement Injunction Order, and transferred to and assumed by the Talc Personal Injury Trust.

(15) Fair and Equitable Inclusion. The inclusion of each Debtor or other Protected Party within the protection afforded by the Channeling Injunction and the Insurance Entity Injunction, as applicable, is fair and equitable with respect to the Persons that might subsequently assert Talc Personal Injury Demands against each such Debtor or other Protected Party in light of the benefits provided, or to be provided, to the Talc Personal Injury Trust by or on behalf of each such Debtor or other Protected Party.

(16) Sections 105(a) and 524(g) Compliance. The Plan complies with sections 105(a) and 524(g) of the Bankruptcy Code to the extent applicable.

(17) Injunctions Essential. The Discharge Injunction, the Channeling Injunction, the Supplemental Settlement Injunction Order, the Release Injunction, and the Insurance Entity Injunction are essential to the Plan and the Debtors' reorganization efforts.

(18) Insurance Assignment Authorized. The Bankruptcy Code authorizes the Assignment by preempting any terms of the Talc Insurance Policies, Talc

Insurance CIP Agreements, Talc Insurance Settlement Agreements, or provisions of applicable non-bankruptcy law that any Talc Insurance Company may otherwise argue prohibits the Assignment.

(19) Indemnification Obligation Assignment Authorized. The Bankruptcy Code authorizes the Assignment of the J&J Indemnification Obligations by preempting any terms of the J&J Agreements or provisions of applicable non-bankruptcy law that J&J may otherwise argue prohibits the Assignment.

(20) The Supplemental Settlement Injunction Order. The Supplemental Settlement Injunction Order is to be implemented in connection with the Imerys Settlement and the Rio Tinto/Zurich Settlement.

(21) The Rio Tinto/Zurich Settlement. The Rio Tinto/Zurich Settlement (i) represents a sound exercise of the Debtors' business judgment, will yield a fair and reasonable price for the assets being sold, is in the best interest of the Debtors' Estates, and otherwise complies with section 363 of the Bankruptcy Code, (ii) meets the requirements for a sale of property free and clear of any interests of third parties in such property pursuant to section 363(f) of the Bankruptcy Code, and (iii) constitutes a purchase in good faith by Zurich and the Rio Tinto Captive Insurers pursuant to section 363(m) of the Bankruptcy Code, rendering the provisions of section 363(m) applicable. The Rio Tinto/Zurich Settlement is accordingly approved pursuant to section 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

To the greatest extent permitted by law, each of the conditions precedent to the Confirmation of the Plan may be waived or modified, in whole or in part, but only with the unanimous written consent of each of the Plan Proponents. Any waiver or modification of a condition precedent under Section 9.3 of the Plan may be effected at any time, without notice, without leave or order of the Bankruptcy Court or District Court, and without any other formal action.

7.5 Conditions Precedent to the Effective Date of the Plan

Notwithstanding any other provision of the Plan or the Confirmation Order, the Effective Date of the Plan shall occur on the first Business Day on which each of the following conditions has been satisfied or waived pursuant to Section 9.3 of the Plan:

(a) Confirmation Order and Affirmation Order. The Confirmation Order shall have been submitted to the District Court for affirmation on or before March 3, 2021, and the Affirmation Order in form and substance acceptable to each of the Plan Proponents shall have been entered by the District Court, and the Confirmation Order and the Affirmation Order shall have become Final Orders; *provided*, *however*, that the Effective Date may occur at a point in time when the Confirmation Order and/or the Affirmation Order are not Final Orders at the sole

option of the Plan Proponents unless the effectiveness of the Confirmation Order or the Affirmation Order, as applicable, has been stayed or vacated, in which case the Effective Date may be the first Business Day immediately following the expiration or other termination of any stay of effectiveness of the Confirmation Order or the Affirmation Order.

(b) Sale Order. The Sale Order shall have (i) been entered on or before the date the Confirmation Order is entered, and (ii) recognized by the Canadian Court in the Canadian Proceeding on or before a date that is no later than fourteen (14) Business Days after entry of the Sale Order by the Bankruptcy Court.

(c) Talc Personal Injury Trust. The Talc Personal Injury Trust Assets shall, simultaneously with the occurrence of the Effective Date, be transferred to, vested in, and assumed by the Talc Personal Injury Trust in accordance with Article IV of the Plan.

(d) Plan Documents. The Talc Personal Injury Trust Agreement (and related documents), and the other applicable Plan Documents necessary or appropriate to implement the Plan shall have been executed, delivered and, where applicable, filed with the appropriate governmental authorities.

(e) Allowed Non-Talc Claims. The Reserves shall be adequately funded as determined by each of the Plan Proponents so as to permit the Debtors to make Distributions relating to Allowed Non-Talc Claims in accordance with the Plan.

(f) Imerys Contribution. Imerys S.A. shall have disbursed, or satisfied all conditions of, the Imerys Contribution to the Debtors, the Reorganized North American Debtors, or the Talc Personal Injury Trust, as applicable, in accordance with Article X of the Plan.

(g) United States Trustee's Fees. The fees of the United States Trustee then owing by the Debtors shall have been paid in full.

(h) Ancillary Proceeding in Canada. The Canadian Court shall have entered an order in the Canadian Proceeding recognizing the Confirmation Order in its entirety and ordering the Confirmation Order and the Plan to be implemented and effective in Canada in accordance with their terms.

To the greatest extent permitted by law, each of the conditions precedent to the Effective Date of the Plan may be waived or modified, in whole or in part, but only with the unanimous written consent of each of the Plan Proponents. Any waiver or modification of a condition precedent under Section 9.3 of the Plan may be effected at any time, without notice, without leave or order of the Bankruptcy Court or District Court, and without any other formal action.

7.6 Means for Implementation of the Plan

(a) *General*

On or after the Confirmation Date, each of the Plan Proponents shall be empowered and authorized to take or cause to be taken, prior to the Effective Date, all actions necessary to enable them to implement the provisions of the Plan on the Effective Date, including, without limitation, the creation of the Talc Personal Injury Trust and the preparations for the transfer of the Talc Personal Injury Trust Assets to the Talc Personal Injury Trust.

(b) *Operations of the Debtors Between Confirmation and the Effective Date*

The Debtors shall continue to operate as debtors and debtors-in-possession during the period from the Confirmation Date through and until the Effective Date.

(c) *Charter and Bylaws*

From and after the Effective Date, each of the Reorganized North American Debtors shall be governed pursuant to their respective Amended Charter Documents. The Amended Bylaws and the Amended Certificates of Incorporation shall contain such provisions as are necessary to satisfy the provisions of the Plan and, to the extent necessary to prohibit the issuance of non-voting equity securities as required by section 1123(a)(6) of the Bankruptcy Code, subject to further amendment of the Amended Charter Documents after the Effective Date, as permitted by applicable law. On the Effective Date, ITA will change its name to Ivory America, Inc., ITV will change its name to Ivory Vermont, Inc. and ITC will change its name to Ivory Canada, Inc.

From and after the Effective Date, Reorganized ITI shall continue to be governed pursuant to its existing bylaws and certificate of incorporation.

(d) *Corporate Action*

On the Effective Date, the matters under the Plan involving or requiring corporate action of the Debtors, including, but not limited to, actions requiring a vote of the boards of directors or shareholders and execution of all documentation incident to the Plan, shall be deemed to have been authorized by the Confirmation Order and to have occurred and be in effect from and after the Effective Date without any further action by the Bankruptcy Court or the officers or directors of the Debtors.

(e) *Surrender of Existing Equity Interests*

The Plan provides that holders of Equity Interests in Class 6 shall be deemed to have surrendered such Equity Interests and other documentation underlying such Equity Interests and all such surrendered Equity Interests and other documentation shall be deemed to be canceled in accordance with Article III of the Plan.

(f) *Post-Effective Date Governance, Continued Existence of the Reorganized North American Debtors, and the Reorganized North American Debtor Stock*

On the Effective Date, after the Reserves have been funded and all Talc Personal Injury Trust Assets have been transferred to the Talc Personal Injury Trust (as applicable): (a) all North American Debtor Stock will be canceled, and (b) simultaneously with the cancellation of such shares, the North American Debtors will issue the Reorganized North American Debtor Stock to the Talc Personal Injury Trust.

Except as otherwise provided in the Plan or as may be provided in the Plan Supplement or the Confirmation Order, each of the Reorganized North American Debtors shall continue their existence as separate entities after the Effective Date, with all the powers thereof, pursuant to the applicable law in the jurisdiction in which each Reorganized North American Debtor is incorporated and pursuant to the Amended Charter Documents and any other formation documents in effect following the Effective Date, and such documents are deemed to be adopted pursuant to the Plan and require no further action or approval. Moreover, on the Effective Date, the officers and directors of the Reorganized North American Debtors shall consist of the individuals that will be identified in the Plan Supplement.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in the Reorganized North American Debtors' Estates other than property constituting Talc Personal Injury Trust Assets, including, but not limited to, all North American Debtor Causes of Action and any property acquired by the North American Debtors pursuant to the Plan, shall vest in the Reorganized North American Debtors, free and clear of all Claims, interests, Liens, other Encumbrances, and liabilities of any kind. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized North American Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, interests, or North American Debtor Causes of Action without supervision or approval by the Bankruptcy Court, or notice to any other Entity, and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

On the Effective Date, and if applicable, pursuant to sections 1141(b) and 1141(c) of the Bankruptcy Code, all assets of the North American Debtors that constitute Talc Personal Injury Trust Assets shall vest in the Talc Personal Injury Trust pursuant to the terms of the Plan. The Talc Personal Injury Trust shall own such assets, as of the Effective Date, free and clear of all Claims, interests, Liens, other Encumbrances, and liabilities of any kind.

(g) *Post-Effective Date Governance and Continued Existence of Reorganized ITI*

On the Effective Date, Reorganized ITI shall remain a direct subsidiary of Mircal Italia and all Equity Interests in ITI shall be reinstated. On the Effective Date, (i) Imerys S.A. and ITI shall also issue the Talc PI Note to the Talc Personal Injury Trust, and (ii) Mircal Italia shall execute the Talc PI Pledge Agreement.

Except as otherwise provided in the Plan or as may be provided in the Plan Supplement or the Confirmation Order, Reorganized ITI shall continue to exist after the Effective Date as a separate corporate entity from each of the Reorganized North American Debtors, with all the powers thereof, pursuant to the applicable law in the jurisdiction in which Reorganized ITI is incorporated and pursuant to its existing bylaws and certificate of incorporation and any other

formation documents in effect prior to the Petition Date, and such documents are deemed to be adopted pursuant to the Plan and require no further action or approval.

In addition, except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in ITI's Estate, all ITI Causes of Action, and any property acquired by ITI pursuant to the Plan, shall vest in Reorganized ITI, free and clear of all Claims, interests, Liens, other Encumbrances, and liabilities of any kind. On and after the Effective Date, except as otherwise provided in the Plan, Reorganized ITI may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, interests, or ITI Causes of Action without supervision or approval by the Bankruptcy Court, or notice to any other Entity, and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(h) *Imerys Settlement*

(1) <u>Compromise and Settlement of Claims</u>

Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration of the distributions and other benefits provided under the Plan, the provisions of the Plan effect a compromise and settlement of all Imerys Released Claims against the Imerys Protected Parties, and the Plan constitutes a request for the Bankruptcy Court to authorize and approve the Imerys Settlement, to release all of the Imerys Released Claims, including, without limitation, the Estate Causes of Action, against each of the Imerys Protected Parties.

As further described in this Disclosure Statement, the provisions of the Plan (including the release and injunctive provisions contained in Article XII of the Plan) and the other documents entered into in connection with the Plan constitute a good faith compromise and settlement among the Plan Proponents of Claims and controversies among such parties. The Plan, including the explanation set forth in this Disclosure Statement, shall be deemed a motion to approve the Imerys Settlement and the good faith compromise and settlement of all of the Claims and controversies described in the Plan pursuant to Bankruptcy Rule 9019, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Imerys Settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that the Imerys Settlement is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Entry of the Confirmation Order shall confirm the Bankruptcy Court's approval, as of the Effective Date of the Plan, of all components of the Imerys Settlement and the Bankruptcy Court's finding that the Imerys Settlement is in the best interests of the Debtors, their respective Estates, and is fair, equitable and reasonable.

Upon (i) satisfaction of all conditions of the Imerys Contribution in accordance with the terms of the Plan, (ii) the funding of the Reserves from Cash on hand and/or the Imerys Cash Contribution, and (iii) the transfer of the Talc Personal Injury Trust Assets to the Talc Personal Injury Trust, the Plan shall be deemed to be substantially consummated, notwithstanding any contingent obligations arising from the foregoing. For the avoidance of doubt, Imerys S.A.'s satisfaction of the Imerys Contribution is on behalf of itself and the other Imerys Protected Parties.

(2) Imerys Contribution

Imerys Settlement Funds. On, prior to, or as soon as reasonably practicable after the Effective Date, the Imerys Non-Debtors will contribute, or cause to be contributed, the Imerys Settlement Funds to the Debtors or the Reorganized Debtors, as applicable, which the Debtors or the Reorganized Debtors, as applicable, will contribute to the Talc Personal Injury Trust upon receipt. For the avoidance of doubt, the proceeds from the Sale(s) will be paid by the Buyer to the North American Debtors or the Reorganized North American Debtors, as applicable, upon the close of the Sale(s).

Imerys Cash Contribution. On or prior to the Effective Date, the Imerys Non-Debtors will contribute, or cause to be contributed, the following to the Debtors or the Reorganized Debtors, as applicable:

(i) the balance of the Intercompany Loan to fund administrative expenses during the pendency of the Chapter 11 Cases, as well as certain of the Reserves (with any remaining balance of the Intercompany Loan not otherwise used to fund the Reserves or pay administrative expenses to be contributed to the Talc Personal Injury Trust on or as soon as reasonably practicable after the Effective Date);

(ii) $5 million (less any amounts already paid and noted in an accounting to the Tort Claimants' Committee and the FCR) for payment of Allowed Claims in Class 3a through inclusion in the Reorganized North American Debtor Cash Reserve or the Disputed Claims Reserve, as applicable (with any remaining balance of the $5 million not otherwise used to fund the Reorganized North American Debtor Cash Reserve or the Disputed Claims Reserve, as applicable, to be contributed to the Talc Personal Injury Trust on or as soon as reasonably practicable after the Effective Date); and

(iii) up to $15 million, to the extent the Debtors do not have available Cash after exhaustion of the Intercompany Loan (i) to pay all Administrative Claims in full on the Effective Date and would otherwise be administratively insolvent and (ii) to fund all reserves, costs or expenses required in connection with the Debtors' emergence from bankruptcy; *provided* that Imerys S.A. shall fund such amounts as follows: Imerys S.A. shall pay fifty percent (50%) of such expenses in Cash (in an amount not to exceed $15 million) and fifty percent (50%) shall be funded by a dollar-for-dollar reduction of the Imerys Settlement Funds (in an amount not to exceed $15 million).

Talc Trust Contribution. On or prior to the Effective Date, the Imerys Non-Debtors have agreed to contribute, or cause to be contributed, the following to the Talc Personal Injury Trust:

(i) rights and interests to the proceeds of the Shared Talc Insurance Policies and all rights against third parties held by the Imerys Non-Debtors

relating to Talc Personal Injury Claims, including any related indemnification rights, which for the avoidance of doubt include the J&J Indemnification Obligations, each of which is to be identified in the Plan Supplement; and

(ii) the Talc PI Pledge Agreement.

Additional Contribution. On or prior to the Effective Date, the Imerys Non-Debtors have agreed to take the following actions:

(i) waive all Non-Debtor Intercompany Claims against the Debtors; and

(ii) unless otherwise assumed by the Buyer, assume any Pension Liabilities of the North American Debtors through and after the Effective Date of the Plan.

(3) Cooperation Agreement

The Debtors, the Imerys Non-Debtors, and the Talc Personal Injury Trust shall enter into the Cooperation Agreement, which shall be included in the Plan Supplement.

(i) *Rio Tinto/Zurich Settlement*

(1) Compromise and Settlement of Claims

Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration of the Rio Tinto/Zurich Contribution and other benefits provided pursuant to the Rio Tinto/Zurich Settlement, the provisions of the Plan effect a compromise and settlement of all Rio Tinto/Zurich Released Claims against the Rio Tinto Protected Parties and the Zurich Protected Parties as provided in Section 12.2.1(c) of the Plan, and the Plan constitutes a request for the Bankruptcy Court to authorize and approve the Rio Tinto/Zurich Settlement and to release all of the Rio Tinto/Zurich Released Claims as provided in Section 12.2.1(c) of the Plan.

The provisions of the Plan (including the release and injunctive provisions contained in Article XII of the Plan) and the other documents entered into in connection with the Plan constitute a good faith compromise and settlement among: (i) Rio Tinto, on behalf of itself and the Rio Tinto Captive Insurers, and for the benefit of the Rio Tinto Protected Parties, and Zurich, on behalf of itself and for the benefit of the Zurich Protected Parties, on the one hand, and (ii) the Debtors, on the other hand, and consented to by the Tort Claimants' Committee and the FCR, of claims and controversies among such parties. The Plan, including the explanation set forth in this Disclosure Statement, shall be deemed a motion to approve the Rio Tinto/Zurich Settlement, including the Rio Tinto/Zurich Settlement Agreement, and the good faith compromise and settlement of all of the claims and controversies described in the Plan pursuant to Bankruptcy Rule 9019, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Rio Tinto/Zurich Settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that the Rio Tinto/Zurich Settlement is (i) fair, equitable, reasonable, and in the best interests of the Debtors and their Estates and (ii) fair and equitable with

respect to the persons who might subsequently assert Talc Personal Injury Demands, in light of the benefits provided, or to be provided, to the Talc Personal Injury Trust by and on behalf of the Rio Tinto Protected Parties and the Zurich Protected Parties.

(2) Rio Tinto/Zurich Settlement Contributions

Rio Tinto/Zurich Contribution. Rio Tinto and Zurich will make the following contributions, on behalf of themselves and (in the case of Rio Tinto) on behalf of the Rio Tinto Captive Insurers and for the benefit of the Rio Tinto Protected Parties and (in the case of Zurich) for the benefit of the Zurich Protected Parties, to the Talc Personal Injury Trust, to be used for the payment of Talc Personal Injury Claims in accordance with the Trust Distribution Procedures and the Talc Personal Injury Trust Agreement:

(i) *Zurich Cash Contribution.* On or prior to the date that is thirty (30) days after the Rio Tinto/Zurich Trigger Date, Zurich will contribute, or cause to be contributed, $260 million in Cash to the Talc Personal Injury Trust (the "**Zurich Cash Contribution**").

(ii) *Rio Tinto Cash Contribution.* On or prior to the date that is fourteen (14) days after the Rio Tinto/Zurich Trigger Date, Rio Tinto will contribute, or cause to be contributed, $80 million in Cash to the Talc Personal Injury Trust (the "**Rio Tinto Cash Contribution**").

(iii) *Rio Tinto/Zurich Credit Contribution.* On the Rio Tinto/Zurich Trigger Date, or as soon as reasonably practicable thereafter (not to exceed three (3) Business Days), the appropriate Rio Tinto Corporate Parties and the appropriate Zurich Corporate Parties shall each execute and deliver to the Talc Personal Injury Trust, in a form reasonably acceptable to the Talc Personal Injury Trust, an assignment to the Talc Personal Injury Trust of (i) all of their rights to or claims for indemnification, contribution (whether via any "other insurance" clauses or otherwise), or subrogation against any Person relating to the payment or defense of any Talc Personal Injury Claim or any past talc-related claim against the Debtors prior to the Effective Date (the "**Credits**"), and (ii) all of their other rights to or claims for indemnification, contribution (whether via any "other insurance" clauses or otherwise), or subrogation against any Person relating to any Talc Personal Injury Claim (the "**Future Credits**") (together, (i) and (ii), the "**Rio Tinto/Zurich Credit Contribution**"), *provided, however,* that any such claims for Credits or Future Credits against a Protected Party shall be subject to the Channeling Injunction, and nothing herein shall impact the injunctions and releases otherwise inuring to the benefit of the Protected Parties under the terms of the Plan. Notwithstanding anything else contained in Section 10.9.2.1(c) of the Plan, the Rio Tinto Corporate Parties and the Zurich Corporate Parties shall retain, and shall not transfer to the Talc Personal Injury Trust, all rights of the Rio Tinto Corporate Parties and the Zurich Corporate Parties against their reinsurers and/or retrocessionaires, in their capacity as such.

Rio Tinto/Zurich Settlement Agreement

(i) Pursuant to the Rio Tinto/Zurich Settlement Agreement, Zurich will acquire any and all rights of the Debtors in the Zurich Policies, free and clear of any right, title, or interest of any other Entity, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code. Further, the Rio Tinto Captive Insurers will acquire any and all rights of the Debtors in the Rio Tinto Captive Insurer Policies, free and clear of any right, title, or interest of any other Entity, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code.

(ii) Confirmation of the Plan will constitute approval of the Rio Tinto/Zurich Settlement Agreement pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and a finding that the Rio Tinto Captive Insurers and Zurich are good-faith purchasers entitled to the protections of section 363(m) of the Bankruptcy Code.

(iii) For the avoidance of doubt, the Plan Proponents, on the one hand, and Rio Tinto and Zurich, on the other hand, acknowledge that the Zurich Policies in effect from May 2001 through May 2008 are exhausted.

(3) Withdrawal of Claims

On the Rio Tinto/Zurich Trigger Date, any and all Claims that the Rio Tinto Corporate Parties or the Zurich Corporate Parties have asserted or that have been asserted on their behalf in the Chapter 11 Cases shall be deemed withdrawn with prejudice. Further, the Rio Tinto Protected Parties and the Zurich Protected Parties shall not file or assert any additional Claims against any of the Debtors arising from any Debtor's conduct prior to the Confirmation Date.

(4) Cooperation

Rio Tinto and Zurich shall use reasonable efforts to assist and cooperate with the Talc Personal Injury Trust, Talc Trustees, Talc Trust Advisory Committee, and FCR to pursue the Credits as set forth in the Rio Tinto/Zurich Settlement Agreement.

(5) Releases and Injunctions

Notwithstanding anything to the contrary set forth in the Plan or elsewhere, the Injunctions and the releases contained in Article XII of the Plan shall not be effective as to the Rio Tinto Protected Parties, the Rio Tinto Captive Insurers, and the Zurich Protected Parties (as applicable) until the Rio Tinto/Zurich Contribution has been made to the Talc Personal Injury Trust in accordance with Section 10.9.2.1 of the Plan.

(j) *Good Faith Compromise and Settlement*

The Plan (including its incorporation of the Imerys Settlement and the Rio Tinto/Zurich Settlement), the Plan Documents, and the Confirmation Order constitute a good faith compromise and settlement of Claims and controversies based upon the unique circumstances of these Chapter

11 Cases, and none of the foregoing documents, this Disclosure Statement, or any other papers filed in furtherance of Plan Confirmation, nor any drafts of such documents, may be offered into evidence or deemed as an admission in any context whatsoever beyond the purposes of the Plan, in any other litigation or proceeding, except as necessary, and as admissible in such context, to enforce their terms before the Bankruptcy Court or any other court of competent jurisdiction. The Plan, the Imerys Settlement, the Plan Documents, and the Confirmation Order will be binding as to the matters and issues described therein, but will not be binding with respect to similar matters or issues that might arise in any other litigation or proceeding in which none of the Debtors, the Reorganized Debtors, the Imerys Protected Parties, or the Talc Personal Injury Trust is a party. The Plan, the Rio Tinto/Zurich Settlement, the Plan Documents, and the Confirmation Order will be binding as to the matters and issues described therein, but will not be binding with respect to similar matters or issues that might arise in any other litigation or proceeding in which none of the Debtors, the Reorganized Debtors, the Rio Tinto Protected Parties, the Zurich Protected Parties, or the Talc Personal Injury Trust is a party.

(k) *Resolution of Talc Personal Injury Claims*

Talc Personal Injury Claims shall be channeled to and resolved by the Talc Personal Injury Trust in accordance with the Trust Distribution Procedures, as applicable, subject to the right of any valid Talc Insurance Company to raise any Talc Insurer Coverage Defense in response to a demand by the Talc Personal Injury Trust that such insurer handle, defend, or pay any such claim.

(l) *Sources of Consideration for Plan Distributions*

(1) <u>North American Debtor Claims</u>

All Cash consideration necessary for payments or distributions on account of the North American Debtor Claims shall be obtained from (i) the Cash on hand of the North American Debtors on the Effective Date, including Cash derived from business operations and (ii) the Imerys Cash Contribution.

(2) <u>Talc Personal Injury Claims</u>

All Cash consideration necessary for payments or distributions on account of Talc Personal Injury Claims shall be obtained from (i) the Cash on hand of the North American Debtors on the Effective Date, including Cash derived from business operations, other than the Cash placed in the Reserves, if any, (ii) the Imerys Settlement Funds, (iii) the amount of the Imerys Cash Contribution, after such funds have been disbursed in accordance with <u>Section 10.8.2</u> of the Plan; (iv) all Cash remaining in the Reserves, if applicable, as set forth in <u>Section 10.13</u> of the Plan; (v) all proceeds from the Talc Personal Injury Trust Assets; and (vi) the Rio Tinto/Zurich Contribution.

(3) <u>ITI Claims</u>

All Cash consideration necessary for payments or distributions under the Plan on account of ITI Claims, for the avoidance of doubt, other than Talc Personal Injury Claims, shall be obtained from the Cash on hand at Reorganized ITI.

(4) Transfer of Funds Between the North American Debtors

The North American Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable them to satisfy their obligations under the Plan; *provided* that any transfer of funds from ITC to another North American Debtor shall be subject to review by the Information Officer. Except as set forth therein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate or otherwise be affected by the terms of the Plan.

(5) Funding by the Talc Personal Injury Trust

The Talc Personal Injury Trust shall have no obligation to fund costs and expenses other than those set forth in the Plan and/or the Talc Personal Injury Trust Documents, as applicable.

(m) *Transfer of Remaining North American Debtors' Assets to the Talc Personal Injury Trust*

After (i) all Disputed Claims against the North American Debtors have been resolved, and (ii) all Distributions required to be made by the Reorganized North American Debtors under the Plan have been made, all Cash remaining in the Disputed Claims Reserve shall be disbursed to the Talc Personal Injury Trust, in accordance with Section 7.10 of the Plan.

Upon the close of the Chapter 11 Cases, all Cash remaining in the Reorganized North American Debtor Cash Reserve shall be disbursed to the Talc Personal Injury Trust.

Any remaining balance in the Fee Claim Reserve and the Administrative Claim Reserve shall be disbursed to the Talc Personal Injury Trust subject to and in accordance with Sections 2.1 and 2.3 of the Plan.

(n) *Modification of the Plan*

To the extent permissible under section 1127 of the Bankruptcy Code, any proposed amendments to or modifications of the Plan under section 1127 of the Bankruptcy Code or as otherwise permitted by law will be submitted jointly by the Plan Proponents, without additional disclosure pursuant to section 1125 of the Bankruptcy Code at any time prior to substantial consummation of the Plan, unless section 1127 of the Bankruptcy Code requires additional disclosure. To the extent permissible under section 1127(b) of the Bankruptcy Code, following substantial consummation of the Plan, the Reorganized Debtors may remedy any defects or omissions or reconcile any inconsistencies in the Plan Documents for the purpose of implementing the Plan in such manner as may be necessary to carry out the purposes and intent of the Plan, so long as (a) the interests of the holders of Allowed Claims are not adversely affected thereby; (b) any such modifications are non-material; (c) the Tort Claimants' Committee and the FCR or, following the Effective Date, the Talc Trust Advisory Committee and the FCR consent; (d) Imerys S.A. consents; and (e) the United States Trustee does not object, unless such objection is overruled by the Bankruptcy Court. Post-Effective Date, any holder of a Claim or Equity Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified or supplemented pursuant to Section 10.14 of the Plan, unless the Bankruptcy Court rules otherwise.

(o) *Revocation or Withdrawal of the Plan*

The Debtors, with the consent of each of the other Plan Proponents, reserve the right to revoke and withdraw the Plan prior to entry of the Confirmation Order. If the Debtors, with the consent of each of the other Plan Proponents, revoke or withdraw the Plan, or if Confirmation of the Plan as to any Debtor does not occur, then, with respect to such Debtor, the Plan shall be deemed null and void and nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against such Debtor, or any other Entity (including the Plan Proponents), or to prejudice in any manner the rights of such Debtor, or such Entity (including the Plan Proponents) in any further proceedings involving such Debtor.

(p) *Certain Technical Modifications*

Prior to the Effective Date, the Plan Proponents collectively may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court, to the extent permissible under section 1127 of the Bankruptcy Code; *provided, however*, that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Equity Interests under the Plan.

7.7 Effect of Confirmation

(a) *Preservation of Certain Estate Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Estate Causes of Action have been expressly released, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Non-Talc Causes of Action, whether arising before or after the Petition Date. Each Reorganized Debtor's right to commence, prosecute or settle such Non-Talc Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors may pursue the Non-Talc Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or this Disclosure Statement to any Non-Talc Cause of Action against them as any indication that the Reorganized Debtors will not pursue the Non-Talc Causes of Action. The Reorganized Debtors expressly reserve all rights to prosecute any and all Non-Talc Causes of Action, except as otherwise expressly provided in the Plan. Unless any of the Non-Talc Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all such Non-Talc Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Non-Talc Causes of Action as a consequence of the Confirmation of the Plan.

Upon the Effective Date, the Reorganized Debtors shall retain and enforce all defenses and counterclaims to all Claims that were or could have been asserted against the Debtors, respectively, or their respective Estates, including, but not limited to, setoff, recoupment and any rights under section 502(d) of the Bankruptcy Code. On or after the Effective Date, the Reorganized Debtors may pursue, settle or withdraw, without Bankruptcy Court approval, such claims, rights, or causes

of action (other than the Talc Personal Injury Trust Causes of Action) as they determine in accordance with their best interests.

(b) *Preservation of Talc Personal Injury Trust Causes of Action*

On the Effective Date, all Talc Personal Injury Trust Causes of Action shall be transferred to and vested in the Talc Personal Injury Trust. Except as otherwise provided in the Plan or the Confirmation Order, the Talc Personal Injury Trust shall retain and enforce, as the appointed estate representative in accordance with section 1123(b) of the Bankruptcy Code, all Talc Personal Injury Trust Causes of Action, including, but not limited to, setoff, recoupment, and any rights under section 502(d) of the Bankruptcy Code. The transfer of the Talc Personal Injury Trust Causes of Action to the Talc Personal Injury Trust, insofar as they relate to the ability to defend against or reduce the amount of Talc Personal Injury Claims, shall be considered the transfer of a non-exclusive right enabling the Talc Personal Injury Trust to defend itself against asserted Talc Personal Injury Claims, which transfer shall not impair, affect, alter, or modify the right of any Person, including without limitation, the Imerys Protected Parties, the Rio Tinto Protected Parties, the Zurich Protected Parties, an insurer or alleged insurer, or co-obligor or alleged co-obligor, sued on account of a Talc Personal Injury Claim, to assert each and every defense or basis for claim reduction such Person could have asserted had the Talc Personal Injury Trust Causes of Action not been assigned to the Talc Personal Injury Trust.

(c) *Talc Insurance Actions*

Any Talc Insurance Action, or the claims and causes of action asserted or to be asserted therein, shall be preserved for the benefit of the Talc Personal Injury Trust, for prosecution by the applicable Debtor(s) until the Effective Date subject to the consent of the FCR and the Tort Claimants' Committee, which shall not be unreasonably withheld. As of the Effective Date, such Talc Insurance Actions along with the rights and obligations of the Debtors and the Reorganized Debtors, as applicable, and the Non-Debtor Affiliates with respect to the Talc Insurance Policies and claims thereunder shall exclusively vest in the Talc Personal Injury Trust in accordance with section 1123(a)(5)(B) of the Bankruptcy Code, and the Talc Personal Injury Trust shall retain and enforce as the appointed estate representative in accordance with section 1123(b)(3)(B) of the Bankruptcy Code all such Talc Insurance Actions. Such Talc Insurance Actions shall be free and clear of all Liens, security interests, and other Claims or causes of action, except for Talc Insurer Coverage Defenses. Upon vesting in the Talc Personal Injury Trust, the prosecution of the Talc Insurance Actions shall be governed by the Talc Personal Injury Trust Documents.

(d) *Insurance Provisions*

The provisions of Section 11.4 of the Plan shall apply to all Entities (including, without limitation, all Talc Insurance Companies).

Except as provided in the Rio Tinto/Zurich Settlement and any Talc Insurance Settlement Agreement, nothing contained in the Plan, the Plan Documents, or the Confirmation Order, including any provision that purports to be preemptory or supervening, shall in any way operate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or modifying (a) the rights or obligations of any Talc Insurance Company, or (b) any rights or

obligations of the Debtors arising out of or under any Talc Insurance Policy. For all issues relating to insurance coverage allegedly provided by the Zurich Corporate Parties or the Rio Tinto Captive Insurers, the provisions, terms, conditions, and limitations of the Rio Tinto/Zurich Settlement shall control. For all other issues relating to insurance coverage, the provisions, terms, conditions, and limitations of the Talc Insurance Policies or applicable Talc Insurance CIP Agreements or Talc Insurance Settlement Agreements shall control. For the avoidance of doubt, nothing contained in the Plan, the Plan Documents, or the Confirmation Order shall operate to require any Talc Insurance Company to indemnify or pay the liability of any Protected Party that it would not have been required to pay in the absence of the Plan.

The Plan, the Plan Documents, and the Confirmation Order shall be binding on the Debtors, the Reorganized Debtors, and the Talc Personal Injury Trust. The obligations, if any, of the Talc Personal Injury Trust to pay holders of Talc Personal Injury Claims shall be determined pursuant to the Plan and the Plan Documents. Except as provided in Section 11.4.1.4 of the Plan, none of (a) the Bankruptcy Court's approval of the Plan or the Plan Documents, (b) the Confirmation Order or any findings and conclusions entered with respect to Confirmation, nor (c) any estimation or valuation of Talc Personal Injury Claims, either individually or in the aggregate (including, without limitation, any agreement as to the valuation of Talc Personal Injury Claims) in the Chapter 11 Cases shall, with respect to any Talc Insurance Company, constitute a trial or hearing on the merits or an adjudication or judgment, or accelerate the obligations, if any, of any Talc Insurance Company under its Talc Insurance Policies.

No provision of the Plan, other than those provisions contained in the applicable Injunctions set forth in Article XII of the Plan, shall be interpreted to affect or limit the protections afforded to any Settling Talc Insurance Company by the Channeling Injunction or the Insurance Entity Injunction.

Nothing in Section 11.4.1 of the Plan is intended or shall be construed to preclude otherwise applicable principles of *res judicata* or collateral estoppel from being applied against any Talc Insurance Company with respect to any issue that is actually litigated by such Talc Insurance Company as part of its objections, if any, to Confirmation of the Plan or as part of any contested matter or adversary proceeding filed by such Talc Insurance Company in conjunction with or related to Confirmation of the Plan. Plan objections that are withdrawn prior to the conclusion of the Confirmation Hearing shall be deemed not to have been actually litigated.

(e) *J&J Indemnification Rights and Obligations*

Subject to Section 11.5.5 of the Plan, nothing contained in the Plan, the Plan Documents, or the Confirmation Order, including any provision that purports to be preemptory or supervening, shall in any way operate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or modifying the J&J Indemnification Rights and Obligations. For all issues relating to J&J Indemnification Rights and Obligations, the provisions, terms, conditions, and limitations of any agreements underlying the J&J Indemnification Rights and Obligations shall control.

For the avoidance of doubt, nothing contained in the Plan, the Plan Documents, or the Confirmation Order shall operate to require J&J to indemnify or pay the liability of any Debtor or

the Reorganized Debtors that it would not have been required to pay in the absence of the Plan. Section 11.5.2 of the Plan in no way modifies, alters or limits the rights and/or obligations set forth in Section 11.5.1 of the Plan.

Subject to Section 11.5.5 of the Plan, none of (i) the Bankruptcy Court's confirmation of the Plan or approval of the Plan Documents, (ii) the Confirmation Order or any findings and conclusions entered with respect to Confirmation, nor (iii) any estimation or valuation of any Claims, either individually or in the aggregate in the Chapter 11 Cases shall, with respect to J&J, constitute a trial or hearing on the merits or an adjudication or judgment with respect to any Direct Talc Personal Injury Claim against J&J or any J&J Indemnification Rights and Obligations.

Nothing in Section 11.5 of the Plan is intended or shall be construed to preclude otherwise applicable principles of *res judicata* or collateral estoppel from being applied against J&J with respect to any issue that is actually litigated by J&J as part of its objections, if any, to Confirmation of the Plan or as part of any contested matter or adversary proceeding filed by J&J in conjunction with or related to Confirmation of the Plan. Plan objections that are withdrawn prior to the conclusion of the Confirmation Hearing shall be deemed not to have been actually litigated.

For the avoidance of doubt, the provisions of Sections 11.5.1 and 11.5.3 of the Plan shall not apply to any claim by J&J to indemnification, defense, contribution, or any other right to recovery against any Rio Tinto Protected Party or any Zurich Protected Party, or under any Rio Tinto Captive Insurer Policy or any Zurich Policy, arising out of or relating to any Talc Personal Injury Claim.

(f) *Institution and Maintenance of Legal and Other Proceedings*

As of the Effective Date, the Talc Personal Injury Trust shall be empowered to initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve all legal actions and other proceedings related to any asset, liability or responsibility of the Talc Personal Injury Trust, including without limitation the Talc Insurance Actions, Talc Personal Injury Claims, Indirect Talc Personal Injury Claims, the Talc Personal Injury Trust Causes of Action, and the J&J Indemnification Obligations. Without limiting the foregoing, on and after the Effective Date, the Talc Personal Injury Trust shall be empowered to initiate, prosecute, defend, settle, maintain, administer, preserve, pursue and resolve all such actions, in the name of either of the Debtors or the Reorganized Debtors, if deemed necessary or appropriate by the Talc Personal Injury Trust. The Talc Personal Injury Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the Effective Date arising from or associated with any legal action or other proceeding which is the subject of Article IV of the Plan and shall pay or reimburse all deductibles, self-insured retentions, retrospective premium adjustments, or other charges (not constituting Indirect Talc Personal Injury Claims) which may arise from the receipt of any insurance proceeds by the Talc Personal Injury Trust. Furthermore, without limiting the foregoing, the Talc Personal Injury Trust shall be empowered to maintain, administer, preserve, or pursue the Talc-In-Place Insurance Coverage and the Talc Insurance Action Recoveries.

(g) *Terms of Injunctions and Automatic Stay*

All of the injunctions and/or automatic stays provided for in or in connection with the Chapter 11 Cases, whether pursuant to sections 105, 362, or any other provision of the Bankruptcy Code, Bankruptcy Rules, or other applicable law in existence immediately prior to the Confirmation Date, shall remain in full force and effect until the injunctions become effective pursuant to a Final Order, and shall continue to remain in full force and effect thereafter as and to the extent provided by the Plan, the Confirmation Order, or by their own terms. In addition, on and after Confirmation, the Debtors, with the consent of each of the Plan Proponents, may collectively seek such further orders as they deem necessary or appropriate to preserve the status quo during the time between the Confirmation Date and the Effective Date.

Each of the Injunctions contained in the Plan or the Confirmation Order shall become effective on the Effective Date and shall continue in effect at all times thereafter unless otherwise provided by the Plan or the Confirmation Order.

(h) *The FCR and the Tort Claimants' Committee*

The FCR and the Tort Claimants' Committee shall continue in their official capacities until the Effective Date. The Debtors shall pay the reasonable fees and expenses incurred by the FCR and the Tort Claimants' Committee through the Effective Date, in accordance with the Compensation Procedures Order, the Fee Examiner Order, and the terms of the Plan, including Section 2.3 of the Plan.

After the Effective Date, the official capacities of the FCR and the Tort Claimants' Committee in the Chapter 11 Cases shall be limited to having standing and capacity to (i) prosecute their pre-Effective Date intervention in any adversary proceedings; (ii) object to any proposed modification of the Plan; (iii) object to or defend the Fee Claims of professionals employed by or on behalf of the Estate, or by or on behalf of members of the Tort Claimants' Committee; and (iv) participate in any pending appeals or appeals of the Confirmation Order. Except for the foregoing, the FCR and the members of the Tort Claimants' Committee shall be released and discharged from all further authority, duties, responsibilities, liabilities, and obligations involving the Chapter 11 Cases. Upon the closing of the Chapter 11 Cases, the Tort Claimants' Committee shall be dissolved. The fees and expenses incurred by the FCR and the Tort Claimants' Committee relating to any post-Effective Date activities authorized hereunder shall be payable from the Administrative Claim Reserve.

Nothing in Section 11.8 of the Plan shall limit or otherwise affect the rights of the United States Trustee under section 502 of the Bankruptcy Code or otherwise to object to Claims or requests for allowance of DIP Facility Claims, or Fee Claims and other Administrative Claims.

(i) *Expungement of Talc Personal Injury Claims from the Claims Register*

On the Effective Date, all Talc Personal Injury Claims filed against the Debtors in the Chapter 11 Cases shall be expunged from the Claims Register, and resolved in accordance with the Trust Distribution Procedures.

7.8 Releases, Injunctions and Exculpation

The release, injunction and exculpation provisions are set forth in Article XII of the Plan, and a summary of such provisions is provided below.

(a) *Terms of Injunction and Automatic Stay*

All of the injunctions and/or automatic stays provided for in or in connection with the Chapter 11 Cases, whether pursuant to sections 105, 362, or any other provision of the Bankruptcy Code, Bankruptcy Rules, or other applicable law in existence immediately prior to the Confirmation Date, shall remain in full force and effect until the injunctions become effective pursuant to a Final Order, and shall continue to remain in full force and effect thereafter as and to the extent provided by the Plan, the Confirmation Order, or by their own terms. In addition, on and after Confirmation, the Debtors, with the consent of each of the Plan Proponents, may collectively seek such further orders as they deem necessary or appropriate to preserve the status quo during the time between the Confirmation Date and the Effective Date.

Each of the Injunctions contained in the Plan or the Confirmation Order shall become effective on the Effective Date and shall continue in effect at all times thereafter unless otherwise provided by the Plan or the Confirmation.

(b) *Discharge and Injunctions*

(1) Discharge of Claims Against and Termination of Equity Interests the Debtors

Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, Confirmation of the Plan shall afford each Debtor a discharge to the fullest extent permitted by Bankruptcy Code sections 524 and 1141(d)(1).

(2) **Discharge Injunction**

Except as specifically provided in the Plan or the Confirmation Order, from and after the Effective Date, to the maximum extent permitted under applicable law, all Persons that hold, have held, or may hold a Claim, demand or other debt or liability that is discharged, or an Equity Interest or other right of an equity security holder that is terminated pursuant to the terms of the Plan, are permanently enjoined from taking any of the following actions on account of, or on the basis of, such discharged Claims, debts or liabilities, or terminated Equity Interests or rights: (i) commencing or continuing any action or other proceeding of any kind against the Debtors, the Reorganized Debtors, the Talc Personal Injury Trust, or their respective property; (ii) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against the Debtors, the Reorganized Debtors, the Talc Personal Injury Trust, or their respective property; (iii) creating, perfecting, or enforcing any Lien or Encumbrance of any kind against the Debtors, the Reorganized Debtors, the Talc Personal Injury Trust, or their respective property; and (iv) commencing or continuing any judicial or administrative proceeding, in any forum and in any place in the world, that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order (the "Discharge Injunction"). The foregoing injunction

shall extend to the successors of the Debtors (including, without limitation, the Reorganized Debtors) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against any Debtor at any time, to the extent that such judgment relates to a discharged Claim or demand.

(c) ***Releases***

(1) **Releases by Debtors and Estates**

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the implementation of the Talc Personal Injury Trust, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, causes of action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or their Estates (including any Estate Causes of Action), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Equity Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, their Estates, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, this Disclosure Statement, the Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission; provided, however, that the Debtors do not release, and the Reorganized Debtors shall retain, the Non-Talc Causes of Action arising out of, or related to, any act or omission of a Released Party that is a criminal act or constitutes fraud, gross negligence, or willful misconduct. The Debtors, and any other newly-formed entities that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the releases set forth in <u>Section 12.2.1</u> of the Plan. For the avoidance of doubt, Claims or causes of action arising out of, or related to, any act or omission of a Released Party prior to the Effective Date that is later found to be a criminal act or to constitute fraud, gross negligence, or willful misconduct,

including findings after the Effective Date, are not released pursuant to Section 12.2.1 of the Plan.

In furtherance of the Imerys Settlement, on the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, on their own behalf and as representatives of their respective Estates, the Reorganized Debtors, and the Tort Claimants' Committee and FCR, solely on their own behalf, are deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge each and all of the Imerys Protected Parties of and from (a) all Estate Causes of Action and (b) any and all claims, causes of action, suits, costs, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions and demands whatsoever, of whatever kind or nature (including, without limitation, those arising under the Bankruptcy Code), whether known or unknown, suspected or unsuspected, in law or in equity, which the Debtors, their Estates, the Reorganized Debtors, the Tort Claimants' Committee, or the FCR have, had, may have, or may claim to have against any of the Imerys Protected Parties including without limitation with respect to any Talc Personal Injury Claim (clauses (a) and (b) collectively, the "Imerys Released Claims").

In furtherance of the Rio Tinto/Zurich Settlement, effective upon the Talc Personal Injury Trust's receipt of the Rio Tinto/Zurich Contribution, for good and valuable consideration, the adequacy of which is hereby confirmed, the Talc Personal Injury Trust, the Debtors, on their own behalf and as representatives of their respective Estates, the Reorganized Debtors, and the Tort Claimants' Committee and FCR, solely on their own behalf, are deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge each and all of the Rio Tinto Protected Parties and the Zurich Protected Parties of and from (a) all Estate Causes of Action and (b) any and all claims, causes of action, suits, costs, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions and demands whatsoever, of whatever kind or nature (including those arising under the Bankruptcy Code), whether known or unknown, suspected or unsuspected, in law or in equity, which the Talc Personal Injury Trust, the Debtors, their Estates, the Reorganized Debtors, the Tort Claimants' Committee, or the FCR have, had, may have, or may claim to have against any of the Rio Tinto Protected Parties and/or the Zurich Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim (collectively, the "Rio Tinto/Zurich Released Claims").

(2) **Releases by Holders of Claims**

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the implementation of the Talc Personal Injury Trust, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, except as otherwise explicitly provided herein, by the

Releasing Claim Holders from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, causes of action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or their Estates (including any Estate Causes of Action), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Equity Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Equity Interest before or during the Chapter 11 Cases, this Disclosure Statement, the Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, other than Claims or causes of action arising out of, or related to, any act or omission of a Released Party that constitutes fraud, gross negligence or willful misconduct. For the avoidance of doubt, Claims or causes of action arising out of, or related to, any act or omission of a Released Party prior to the Effective Date that is later found to be a criminal act or to constitute fraud, gross negligence, or willful misconduct, including findings after the Effective Date, are not released pursuant to Section 12.2.2 of the Plan.

(3) **Injunction Related to Releases**

Except as otherwise provided in the Plan, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively or otherwise, of any claims, commitments, obligations, suits, judgments, damages, demands, debts, causes of action and liabilities released pursuant to the Plan (the "Release Injunction").

(d) *The Channeling Injunction and the Insurance Entity Injunction*

In order to supplement the injunctive effect of the Discharge Injunction, and pursuant to sections 524(g) and 105(a) of the Bankruptcy Code, the Confirmation Order shall provide for the following permanent injunctions to take effect as of the Effective Date.

(1) <u>**Channeling Injunction**</u>

(a) **Terms. To preserve and promote the settlements contemplated by and provided for in the Plan, including the Imerys Settlement and the Rio Tinto/Zurich Settlement, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court and the District Court under sections 105(a) and 524(g) of the Bankruptcy Code, the sole recourse of any holder of a Talc Personal Injury Claim against a Protected Party (on account of such Talc Personal Injury Claim) shall be the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents, and such holder shall have no right whatsoever at any time to assert its Talc Personal Injury Claim against any Protected Party or any property or interest in property of any Protected Party. On and after the Effective Date, all holders of Talc Personal Injury Claims shall be permanently and forever stayed, restrained, barred, and enjoined from taking any action for the purpose of, directly or indirectly or derivatively collecting, recovering, or receiving payment of, on, or with respect to any Talc Personal Injury Claim against a Protected Party other than from the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents, including, but not limited to:**

(i) **commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Protected Party or any property or interests in property of any Protected Party;**

(ii) **enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering, by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against any Protected Party or any property or interests in property of any Protected Party;**

(iii) **creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien of any kind against any Protected Party or any property or interests in property of any Protected Party;**

(iv) **asserting, implementing, or effectuating any setoff, right of reimbursement, subrogation, contribution, or recoupment of any kind, in any manner, directly or indirectly, against any obligation due to any Protected Party or against any property or interests in property of any Protected Party; and**

(v) **taking any act in any manner, and in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan, the Plan Documents, or the Talc Personal Injury Trust Documents or with regard to any matter that is within the scope of the**

matters designated by the Plan to be subject to resolution by the Talc Personal Injury Trust, except in conformity and compliance with the Talc Personal Injury Trust Documents.

(b) **Reservations. Notwithstanding anything to the contrary in** **<u>Section 12.3.1(a)</u> of the Plan, this Channeling Injunction shall not impair:**

(i) **the rights of holders of Talc Personal Injury Claims to assert such Talc Personal Injury Claims solely against the Talc Personal Injury Trust or otherwise in accordance with the Trust Distribution Procedures;**

(ii) **the rights of holders of Talc Personal Injury Claims to assert such claims against anyone other than a Protected Party;**

(iii) **the rights of Persons to assert any Claim, debt, obligation or liability for payment of Talc Personal Injury Trust Expenses solely against the Talc Personal Injury Trust or otherwise in accordance with the Trust Distribution Procedures; or**

(iv) **the Talc Personal Injury Trust from enforcing its rights explicitly provided to it under the Plan and the Talc Personal Injury Trust Documents.**

(c) **Modifications. There shall be no modification, dissolution, or termination of the Channeling Injunction, which shall be a permanent injunction.**

(d) **Non-Limitation of Channeling Injunction. Nothing in the Plan or the Talc Personal Injury Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan, the releases provided in the Imerys Settlement and the Rio Tinto/Zurich Settlement, or the Talc Personal Injury Trust's assumption of all liability with respect to Talc Personal Injury Claims.**

(e) **Bankruptcy Rule 3016 Compliance. The Plan Proponents' compliance with the formal requirements of Bankruptcy Rule 3016(c) shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.**

(f) **Any Protected Party may enforce the Channeling Injunction as a defense to any Claim brought against such Protected Party that is enjoined under the Plan as to such Protected Party and may seek to enforce such injunction in a court of competent jurisdiction.**

(g) **If a non-Settling Talc Insurance Company asserts that it has rights whether legal, equitable, contractual, or otherwise, of contribution, indemnity, reimbursement, subrogation or other similar claims directly or indirectly arising out of or in any way relating to such insurer's payment of loss on behalf of one or more**

of the Debtors in connection with any Talc Personal Injury Claim (collectively, "Contribution Claims") against a Settling Talc Insurance Company, (i) such Contribution Claims may be asserted as a defense or counterclaim against the Talc Personal Injury Trust in any Talc Insurance Action involving such non-Settling Talc Insurance Company, and the Talc Personal Injury Trust may assert the legal or equitable rights (if any) of the Settling Talc Insurance Company, and (ii) to the extent such Contribution Claims are determined to be valid, the liability (if any) of such non-Settling Talc Insurance Company to the Talc Personal Injury Trust shall be reduced by the amount of such Contribution Claims

(2) **Insurance Entity Injunction**

(a) **Purpose. In order to protect the Talc Personal Injury Trust and to preserve the Talc Personal Injury Trust Assets, pursuant to the equitable jurisdiction and power of the Bankruptcy Court, the Bankruptcy Court shall issue the Insurance Entity Injunction; *provided*, *however*, that the Insurance Entity Injunction is not issued for the benefit of any Talc Insurance Company, and no Talc Insurance Company is a third-party beneficiary of the Insurance Entity Injunction, except as otherwise specifically provided in any Talc Insurance CIP Agreement or Talc Insurance Settlement Agreement.**

(b) **Terms Regarding Claims Against Talc Insurance Companies. Subject to the provisions of Sections 12.3.1 and 12.3.2 of the Plan, all Entities that have held or asserted, that hold or assert, or that may in the future hold or assert any claim, demand or cause of action (including any Talc Personal Injury Claim or any claim or demand for or respecting any Talc Personal Injury Trust Expense) against any Talc Insurance Company based upon, attributable to, arising out of, or in any way connected with any such Talc Personal Injury Claim, whenever and wherever arising or asserted, whether in the United States of America or anywhere else in the world, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery with respect to any such claim, demand, or cause of action including, without limitation:**

(i) **commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such claim, demand, or cause of action against any Talc Insurance Company, or against the property of any Talc Insurance Company, with respect to any such claim, demand, or cause of action;**

(ii) **enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Talc Insurance Company, or against the property of any Talc**

Insurance Company, with respect to any such claim, demand, or cause of action;

(iii) **creating, perfecting, or enforcing in any manner, directly or indirectly, any Encumbrance against any Talc Insurance Company, or the property of any Talc Insurance Company, with respect to any such claim, demand, or cause of action; and**

(iv) **except as otherwise specifically provided in the Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, directly or indirectly, against any obligation of any Talc Insurance Company, or against the property of any Talc Insurance Company, with respect to any such claim, demand or cause of action;**

***provided*, *however*, that (a) the injunction set forth in Section 12.3.2(b) of the Plan shall not impair in any way any (i) actions brought by the Talc Personal Injury Trust against any Talc Insurance Company and (ii) the rights of any co-insured of the Debtors (x) with respect to any Talc Insurance Policy or Talc Insurance CIP Agreement or against any Talc Insurance Company and (y) as specified under any Final Order of the Bankruptcy Court approving a Talc Insurance CIP Agreement; and (b) the Talc Personal Injury Trust shall have the sole and exclusive authority at any time to terminate, or reduce or limit the scope of, the injunction set forth in Section 12.3.2(b) of the Plan with respect to any Talc Insurance Company upon express written notice to such Talc Insurance Company, except that the Talc Personal Injury Trust shall not have any authority to terminate, reduce or limit the scope of the injunction herein with respect to any Settling Talc Insurance Company so long as, but only to the extent that, such Settling Talc Insurance Company complies fully with its obligations under any applicable Talc Insurance Settlement Agreement.**

(c) **Reservations. Notwithstanding anything to the contrary above, this Insurance Entity Injunction shall not enjoin:**

(i) **the rights of Entities to the treatment accorded them under the Plan, as applicable, including the rights of holders of Talc Personal Injury Claims to assert such Claims, as applicable, in accordance with the Trust Distribution Procedures;**

(ii) **the rights of Entities to assert any claim, debt, obligation, cause of action or liability for payment of Talc Personal Injury Trust Expenses against the Talc Personal Injury Trust;**

(iii) **the rights of the Talc Personal Injury Trust to prosecute any action based on or arising from the Talc Insurance Policies;**

(iv) **the rights of the Talc Personal Injury Trust to assert any claim, debt, obligation, cause of action or liability for payment against**

a Talc Insurance Company based on or arising from the Talc Insurance Policies or Talc Insurance CIP Agreements; and

(v) the rights of any Talc Insurance Company to assert any claim, debt, obligation, cause of action or liability for payment against any other Talc Insurance Company that is not a Settling Talc Insurance Company, or as otherwise specifically provided in any Talc Insurance CIP Agreement.

(e) *Supplemental Settlement Injunction Order*

In order to preserve and promote the Imerys Settlement and the Rio Tinto/Zurich Settlement, each of which is incorporated in the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, the Confirmation Order shall provide for the following permanent injunction to take effect as of the Effective Date.

(a) **Terms**

(i) **All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Imerys Released Claims directly or indirectly against the Imerys Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any Imerys Released Claims.**

(ii) **All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Rio Tinto/Zurich Released Claims directly or indirectly against the Rio Tinto Protected Parties (or any of them) and/or the Zurich Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any Rio Tinto/Zurich Released Claims.**

(b) **Any Imerys Protected Party, Rio Tinto Protected Party, or Zurich Protected Party may enforce the Supplemental Settlement Injunction Order as a defense to any Claim brought against such Imerys Protected Party, Rio Tinto Protected Party, or Zurich Protected Party that is enjoined under the Plan as to such Imerys Protected Party, Rio Tinto Protected Party, or Zurich Protected Party and may seek to enforce such injunction in a court of competent jurisdiction.**

(f) *Exculpation*

None of the Debtors, the Reorganized Debtors, the Imerys Protected Parties, the Tort Claimants' Committee, the members of the Tort Claimants' Committee in their capacities as such, the FCR, the Information Officer nor any of their respective officers, directors and employees, members, agents, attorneys, accountants, financial advisors or restructuring professionals, nor any other professional Person employed by any one of them,

shall have or incur any liability to any Person or Entity for any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases, the negotiation of the Plan, the Disclosure Statement, the releases and Injunctions, the pursuit of Confirmation of the Plan, the administration, consummation and implementation of the Plan or the property to be distributed under the Plan, or the management or operation of the Debtors (except for any liability that results primarily from such Person's or Entity's gross negligence, bad faith or willful misconduct); *provided*, *however*, that this exculpation shall not apply to Talc Insurer Coverage Defenses; *provided further* that Section 12.7 of the Plan shall also apply to any former officer or director of the Debtors that was an officer or director at any time during the Chapter 11 Cases but is no longer an officer or director. In all respects, each and all of such Persons, firms and Entities shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under, or in connection with, the Chapter 11 Cases, the Plan, and the administration of each of them.

ARTICLE VIII.

THE TALC PERSONAL INJURY TRUST AND TRUST DISTRIBUTION PROCEDURES

On the Effective Date, the Talc Personal Injury Trust shall be created in accordance with the Plan Documents. The purposes of the Talc Personal Injury Trust shall be to assume all Talc Personal Injury Claims and to use the Talc Personal Injury Trust Assets and, among other things: (a) to preserve, hold, manage, and maximize the assets of the Talc Personal Injury Trust; and (b) to direct the processing, liquidation, and payment of all compensable Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Documents. The Talc Personal Injury Trust will resolve Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Documents in such a way that holders of Talc Personal Injury Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such claims, and otherwise comply in all respects with the requirements of section 524(g)(2)(B)(i) of the Bankruptcy Code.

The Trust Distribution Procedures, attached to the Plan as Exhibit A, set forth procedures for processing and paying the Talc Personal Injury Claims. These procedures will be binding on the holders of all Talc Personal Injury Claims. The Trust Distribution Procedures provide, among other things, for the resolution of Talc Personal Injury Claims pursuant to the terms of the Talc Personal Injury Trust Agreement and the Trust Distribution Procedures, and that resolution of a Talc Personal Injury Claim by the Talc Personal Injury Trust will result in a full or partial release of such Claim against the Talc Personal Injury Trust in accordance with the Injury Trust Distribution Procedures.

Furthermore, potential claimants should be aware that any funds they recover from the Talc Personal Injury Trust, or against any "primary plan" as defined in the Medicare Secondary Payer Statute, 42 U.S.C. § 1395y(b) (the "**MSPS**"), could be subject to repayment obligations owing or potentially owing under the MSPS or related rules, regulations, or guidelines. Potential claimants should also be aware that, as a condition of receiving payment from the Talc Personal Injury Trust or any "primary plan" as defined by the MSPS, the claimants may be asked to certify that they will comply with any obligations owing or potentially owing under the MSPS or related rules, regulations, or guidelines. The Talc Personal Injury Trust Agreement requires, as applicable, that

the Talc Personal Injury Trust act as a reporting entity under 42 U.S.C. § 1395y(b), to the extent applicable.

ARTICLE IX.

CERTAIN FACTORS TO BE CONSIDERED

Holders of Claims against the Debtors should read and consider carefully the factors set forth below, as well as the other information set forth in this Disclosure Statement and the documents delivered together herewith or incorporated by reference, prior to voting to accept or reject the Plan. These factors should not, however, be regarded as constituting the only risks involved in connection with the Plan and its implementation.

9.1 Variance from Financial Projections

The summarized financial projections contained in Exhibit B (the North American Debtors) and Exhibit C (ITI) are dependent upon numerous assumptions, including confirmation and consummation of the Plan in accordance with its terms, the anticipated future performance of the Reorganized Debtors, general business and economic conditions, and other matters, many of which are beyond the control of the Plan Proponents. Accordingly, there can be no assurance that such assumptions will prove to be valid. In addition, unanticipated and unforeseeable events and/or circumstances occurring subsequent to the preparation of the financial projections may affect the actual financial results of the Reorganized Debtors. Although the Debtors believe that the financial projections contained in Exhibit B and Exhibit C are reasonable and attainable, some or all of the estimates will vary, and variations between the actual financial results and those projected may be material.

9.2 Failure to Confirm the Plan

Section 1129 of the Bankruptcy Code requires, among other things, a showing that confirmation of the plan will not be followed by liquidation or the need for further financial reorganization of the Debtors, that the Plan was filed in good faith, and that the value of distributions to dissenting holders of Claims and Equity Interests may not be less than the value such holders would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Although the Plan Proponents believe that the Plan will meet these tests, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

The Bankruptcy Code also requires that a Plan must provide the same treatment for each claim or interest in a particular class, unless a holder agrees to a less favorable treatment of its particular claim or interest. The Plan Proponents believe that they have complied with the requirements of the Bankruptcy Code by their classification and treatment of various holders of Claims and Equity Interests under the Plan. However, if a member of a Class objects to its treatment or if the Bankruptcy Court finds that the Plan does not comply with the requirements of the Bankruptcy Code, confirmation of the Plan could be delayed or prevented. In addition, each Impaired Class that will (or may) be entitled to receive property under the Plan will have the opportunity to vote to accept or reject the Plan.

Further, section 1122 of the Bankruptcy Code provides that a plan may place a claim or interest in a particular class only if the claim or interest is substantially similar to the other claims or interests in that class. The Plan Proponents believe that the classification of Claims and Equity Interests under the Plan complies with the requirements of the Bankruptcy Code because the Classes established under the Plan each encompass Claims or Equity Interests that are substantially similar to similarly classified Claims or Equity Interests. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

9.3 Non-Occurrence of the Effective Date

The Plan provides that there are several conditions precedent to the occurrence of the Effective Date. The Plan Proponents cannot assure you as to the timing of the Effective Date. If the conditions precedent to the Effective Date have not been satisfied or waived, the Bankruptcy Court may vacate the Confirmation Order. In that event, the Plan would be deemed null and void and the Plan Proponents may propose or solicit votes on an alternative reorganization plan that may not be as favorable to parties in interest as the Plan.

9.4 The Recovery to Holders of Allowed Claims and Equity Interests Cannot Be Stated with Absolute Certainty

Due to the inherent uncertainties associated with projecting financial results and litigation outcomes, the projections contained in this Disclosure Statement should not be considered assurances or guarantees of the amount of funds or the amount of Claims that may be Allowed in the various Classes. While the Plan Proponents believe that the financial projections contained in this Disclosure Statement are reasonable, there can be no assurance that they will be realized. Also, because the Liquidation Analysis (as defined below), distribution projections, and other information contained herein and attached hereto are estimates only, the timing and amount of actual distributions to holders of Allowed Claims and Equity Interests, if applicable, may be affected by many factors that cannot be predicted.

The Claims estimates set forth herein are based on various assumptions. The actual amounts of Allowed Claims may differ significantly from those estimates should one or more underlying assumption prove to be incorrect. Such differences may adversely affect the percentage of recovery to holders of Allowed Claims and Equity Interests, if applicable, under the Plan. Moreover, the estimated recoveries set forth herein are necessarily based on numerous assumptions, the realization of many of which are beyond the Debtors' control.

9.5 The Allowed Amount of Claims May Differ From Current Estimates

There can be no assurance that the estimated Claim amounts set forth herein are correct, and the actual amount of Allowed Claims may differ from the estimates. The estimated amounts are subject to certain risks, uncertainties, and assumptions. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, the actual amount of Allowed Claims may vary from those estimated in this Disclosure Statement. Furthermore, a number of additional Claims may be filed, including on account of rejection damages for Executory Contracts and Unexpired Leases rejected pursuant to the Plan. Any such claims may result in a greater amount of Allowed Claims than estimated in this Disclosure Statement.

9.6 The Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied on by any holder of a Claim where such Claim is subject to an objection. Any holder of a Claim that is subject to an objection may therefore not receive its expected share of the estimated distributions described in this Disclosure Statement.

9.7 Parties in Interest May Object to the Debtors' Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if the claim or interest is substantially similar to the other claims or interests in that class. Parties in interest may object to the classification of certain Claims and Equity Interests both on the grounds that certain Claims and Equity Interests have been improperly placed in the same Class and/or that certain Claims and Equity Interests have been improperly placed in different Classes. The Debtors believe that the classification of Claims and Equity Interests under the Plan complies with the requirements of the Bankruptcy Code because the Classes established under the Plan each encompass Claims or Equity Interests that are substantially similar to similarly classified Claims or Equity Interests. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

9.8 Appointment of Different Talc Trustees and/or Different Members of the Talc Trust Advisory Committee for the Talc Personal Injury Trust

Prior to the Confirmation Hearing, the Talc Personal Injury Trust Agreement shall (i) identify certain individuals as the initial Talc Trustees of the Talc Personal Injury Trust and (ii) propose certain individuals as the initial members of the Talc Trust Advisory Committee. The Bankruptcy Court, however, may reject or otherwise decline to approve the appointment of one or more of the proposed Talc Trustees, or one or more of the proposed members of the Talc Trust Advisory Committee. In that case, an alternate Talc Trustee or alternate Talc Trustees and/or alternative proposed members of the Talc Trust Advisory Committee would have to be nominated, potentially resulting in significant delays in the occurrence of the Confirmation Date and Effective Date. The selection of a different Talc Trustee or different Talc Trustees, or different Talc Trust Advisory Committee Members also could materially affect administration of the Talc Personal Injury Trust.

9.9 Distributions under the Trust Distribution Procedures

Talc Personal Injury Claims will be resolved pursuant to the Talc Personal Injury Trust Documents, and their treatment will be based upon, among other things, estimates of the number, types, and amount of Talc Personal Injury Claims, the value of the assets of the Talc Personal Injury Trust, the liquidity of the Talc Personal Injury Trust, the Talc Personal Injury Trust's expected future income and expenses, and other matters. There can be no certainty as to the precise amounts that will be distributed by the Talc Personal Injury Trust in any particular time period or when Talc Personal Injury Claims will be resolved by the Talc Personal Injury Trust.

Holders of Talc Personal Injury Claims who (a) are Medicare beneficiaries and (b) receive a distribution from the Talc Personal Injury Trust may be required to reimburse Medicare for medical expenses paid on behalf of such holder.[60] Additionally, excessive legal fees may not qualify as a "procurement cost" within the meaning of 42 C.F.R. § 411.37(a)(1)(i), which may affect a holder of a Talc Personal Injury Claim's reimbursement obligations.

9.10 The Channeling Injunction

The Channeling Injunction, which, among other things, bars the assertion of any Talc Personal Injury Claims against the Protected Parties, subject to exceptions contained in the Trust Distribution Procedures that permit, in certain circumstances, the assertion of such claims against the Debtors (but not any other party protected by the Channeling Injunction), is a necessary element of the Plan. Although the Plan, the Talc Personal Injury Trust Agreement, and the Trust Distribution Procedures all have been drafted with the intention of complying with sections 524(g) and (h) of the Bankruptcy Code, and satisfaction of the conditions imposed by sections 524(g) and (h) is a condition precedent to confirmation of the Plan, there is no guarantee that the validity and enforceability of the Channeling Injunction or sections 524(g) and (h) or the application of the Channeling Injunction to Talc Personal Injury Claims will not be challenged, either before or after confirmation of the Plan.

9.11 Voting Requirements

If sufficient votes are received to enable the Bankruptcy Court to confirm the Plan pursuant to both sections 524(g) and 1129 of the Bankruptcy Code, ITI intends to file for chapter 11 relief and the Debtors intend to seek, as promptly as practicable thereafter, Confirmation. If sufficient votes are not received, the Debtors may seek to confirm an alternative chapter 11 plan. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the holders of Allowed Claims as those proposed in the Plan.

9.12 The Debtors' Operations and Ability to Consummate a Sale May be Impacted by the Continuing COVID-19 Pandemic

The continued spread of COVID-19 could have a significant impact on the Debtors' businesses, both in the context of consumer demand and production capacity. This pandemic could dampen global growth and ultimately lead to an economic recession. Such a scenario would negatively impact the Debtors' financial performance, and affect the underlying financial projections contained in Exhibit B and Exhibit C. In addition, the Debtors' ability to monetize the North American Debtors' assets in the Sale is subject to physical and economic uncertainties that have arisen as a result of the spread of COVID-19. Given negative impacts on global economies, the contemplated sale process may result in fewer actionable bids for the North American Debtors' assets than would have been expected prior to the COVID-19 pandemic.

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[60] *See* 42 U.S.C. § 1395y(b)(2)(B)(ii); 42 C.F.R. § 411.22.

9.13 The Canadian Court May Not Enter an Order Recognizing the Confirmation Order

ITC's exit from bankruptcy protection will depend on, among other things, the Canadian Court's entry of a Canadian confirmation order recognizing the treatment of Claims and Equity Interests under the Plan. The Plan Proponents believe that if the Confirmation Order is granted, the Canadian Court will likely grant the Canadian confirmation order recognizing the Confirmation Order.

ARTICLE X.

VOTING PROCEDURES AND REQUIREMENTS

10.1 Voting Procedures Summary[61]

The following section describes in summary fashion the procedures and requirements that have been established for voting on the Plan pursuant to the Voting Procedures Order, which approves this Disclosure Statement as containing adequate information, establishes the voting procedures (the "**Voting Procedures**"), schedules the Confirmation Hearing, and sets the voting deadline and the deadline for objecting to confirmation of the Plan. Those procedures and requirements establish, among other things, the place to send completed ballots, in the forms approved by the Bankruptcy Court in the Voting Procedures Order, used in voting on the Plan (each, a "**Ballot**"), together with the deadline for returning completed Ballots for voting on the Plan and the deadline for objecting to the Plan. The Debtors have distributed Solicitation Packages in connection with the foregoing containing:

(a) a cover letter in paper form describing the contents of the Solicitation Package and the enclosed USB flash drive (described below), and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;

(b) the Confirmation Hearing Notice in paper form;

(c) a copy of this Disclosure Statement with all exhibits, including the Plan with its exhibits, which may be provided by way of a USB flash drive;

(d) the Voting Procedures Order (without exhibits);

(e) the Voting Procedures;

(f) solely to counsel for holders of Direct Talc Personal Injury Claims, the Direct Talc Personal Injury Claim Solicitation Notice and the Certified Plan Solicitation Directive;

(g) solely for holders of Talc Personal Injury Claims and their counsel, an appropriate Ballot and voting instructions for the same in paper form;

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[61] Capitalized terms used but not defined in this Article X have the meanings ascribed to them in the Voting Procedures Order.

(h) solely for holders of Talc Personal Injury Claims and their counsel, a pre-addressed, return envelope for completed Ballots; and

(i) solely for holders of Talc Personal Injury Claims and their counsel, a letter from the Tort Claimants' Committee and the FCR in the form attached to the Voting Procedures Order as Exhibit 5.

The Voting Procedures Order, the Voting Procedures, the Confirmation Hearing Notice, and the instructions attached to your Ballot should be read in connection with this Section of this Disclosure Statement as they set forth the Voting Procedures and deadlines in detail. If you are a holder of a Claim who is entitled to vote on the Plan and you or your attorney did not receive a Ballot, received a damaged Ballot, or lost your Ballot, please contact the Solicitation Agent (i) by telephone at (844) 339-4096 (Toll Free) or (929) 247-2932 (International); (ii) by e-mail at imerysballots@primeclerk.com; (iii) by visiting their website at https://cases.primeclerk.com/imerystalc; or (iv) by writing at Imerys Ballot Processing Center, c/o Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165.

The Voting Procedures set forth a process by which attorneys representing holders of Direct Talc Personal Injury Claims, as listed on the Schedules, or any filed Proof of Claim (collectively, the "**Firms**"), will receive copies of the Direct Talc Personal Injury Claim Solicitation Notice and the Certified Plan Solicitation Directive. The Direct Talc Personal Injury Claim Solicitation Notice will notify the Firms of the options proposed for soliciting votes on the Plan in respect of Direct Talc Personal Injury Claims and request that each Firm complete and return the Certified Plan Solicitation Directive to the Solicitation Agent no later than December 2, 2020.

The Certified Plan Solicitation Directive permits each Firm to direct the Solicitation Agent with regard to the solicitation of votes on the Plan from individuals, estates, or Entities who or which hold Direct Talc Personal Injury Claims (collectively, the "**Clients**") according to one of the following procedures:

(a) Master Ballot Solicitation Method. If a Firm certifies that it has the authority under applicable law to vote on behalf of its Clients, the Firm may direct the Solicitation Agent to serve the Firm with one Solicitation Package and one Master Ballot on which the Firm must record the votes on the Plan for each of its Clients. If the Firm elects this procedure, the Firm may also request that, for informational purposes, the Solicitation Agent serve Solicitation Packages (without a Ballot) on its Clients, together with a cover letter to be provided by the Firm.

(b) Direct Solicitation Method. If a Firm does not have the authority to vote on behalf of its Clients, or if a Firm prefers to have each of its Clients cast their own votes on the Plan, such Firm may direct the Solicitation Agent to solicit votes on the Plan directly from its Clients, and may provide the Solicitation Agent with a cover letter to be transmitted to such Clients in connection with such solicitation.

(c) Indirect Solicitation Method. If a Firm does not have the authority to vote on behalf of its Clients or the attorney prefers to have the Clients cast their own votes on the Plan, the attorney may direct the Solicitation Agent to deliver the Solicitation Packages to the Firm, which will, in turn, deliver the Solicitation Packages to its Clients. If the Firm selects this method: (i) the Solicitation Agent will cause the requested number of Solicitation Packages, including appropriate Ballots, to be served on the Firm; (ii) the Firm must deliver the Solicitation Packages to the Clients within three Business Days after receipt; and (iii) the Firm must file an affidavit of service with the Bankruptcy Court, and send a copy of such affidavit to the Solicitation Agent, within three Business Days of such service. The affidavit of service filed with the Bankruptcy Court only needs to state that service was completed, the date(s) that service was completed and the attorney has provided or will provide the Solicitation Agent with the required lists of Clients, as described in the Solicitation Procedures. The affidavit of service provided to the Solicitation Agent must also include the names and addresses of the Clients served. The affidavit of service provided to the Solicitation Agent shall not be deemed to be filed with the Bankruptcy Court or part of the Docket in the Chapter 11 Cases and shall not be published or otherwise disclosed.

(d) Hybrid Solicitation Method. If a Firm certifies that it has the authority under applicable law to vote, and intends to exercise that power, only for certain of the Clients (collectively, the "**Master Ballot Clients**"), the Firm may direct the Solicitation Agent to serve the Firm with one Solicitation Package and one Master Ballot on which the Firm must record the votes with respect to the Plan for the Master Ballot Clients. The Firm also may request that, for informational purposes, the Solicitation Agent serve Solicitation Packages (without a Ballot) on the Master Ballot Clients, together with a cover letter to be provided by the Firm. With respect to such Firm's other Clients that are not Master Ballot Clients, the Firm must elect the procedure under either the Direct Solicitation Method (subsection (b) above) or the Indirect Solicitation Method (subsection (c) above).

If you are entitled to vote on the Plan, a form of Ballot for your Claim has been provided to you, unless otherwise provided to a Firm, as contemplated by the Certified Plan Solicitation Directive. Holders of Talc Personal Injury Claims or their attorneys, as applicable, should have received a Class 4 Ballot (relating to Talc Personal Injury Claims). The Plan Proponents have prepared, and the Bankruptcy Court has approved the Voting Procedures. You should refer to the Voting Procedures sent with this Disclosure Statement to determine precisely those procedures that apply with respect to the return of your Ballot.

Completed and signed Ballots can be submitted (i) by mail using the envelope included in the Solicitation Package, or by hand delivery or overnight courier to: Imerys Ballot Processing Center, c/o Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165 or (ii) through the E-Ballot platform, by visiting https://cases.primeclerk.com/ImerysTalc/, clicking on the "Submit E-Ballot" section of the website, and following the instructions. As set forth in the Voting Procedures, no other forms of electronic delivery of Ballots, *e.g.*, facsimile, will be accepted.

10.2 Voting Deadline

To be considered for purposes of accepting or rejecting the Plan, all Ballots must be *received by* the Solicitation Agent no later than the Voting Deadline of 4:00 p.m. (prevailing Eastern Time) on January 13, 2021. Only those Ballots actually received by the Solicitation Agent before the Voting Deadline will be counted as either accepting or rejecting the Plan.

10.3 Holders of Claims Entitled to Vote

Under section 1124 of the Bankruptcy Code, a class of claims or equity interests is deemed to be "impaired" under a plan unless (a) the plan leaves unaltered the legal, equitable and contractual rights to which such claim or equity interest entitles the holder thereof, or (b) notwithstanding any legal right to an accelerated payment of such claim or equity interest, the plan: (1) cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy); (2) reinstates the maturity of such claim or equity interest as it existed before the default; (3) compensates the holder of such claim or equity interest for any damages from such holder's reasonable reliance on such legal right to an accelerated payment; and (4) does not otherwise alter the legal, equitable or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest.

Holders of claims and equity interests in impaired classes are generally entitled to vote to accept or reject a plan. However, if the holder of an impaired claim or equity interest will not receive any distribution under the plan in respect of such claim or equity interest, the Bankruptcy Code deems such holder to have rejected the plan (unless such holder has agreed to such treatment) and provides that the holder of such claim or equity interest is not entitled to vote. If the claim or equity interest is not impaired, the Bankruptcy Code conclusively presumes that the holder of such claim or equity interest has accepted the plan and provides that the holder is not entitled to vote.

Class 4 is Impaired by the Plan and is the only Class entitled to vote on the Plan. All other Classes are either Unimpaired or Impaired but are Plan Proponents and voluntarily agreed to waive any right to vote on or oppose the Plan.

10.4 Vote Required for Acceptance by a Class

Pursuant to sections 1126(c) and 524(g)(2)(B)(ii)(IV)(bb) of the Bankruptcy Code, Class 4 (Talc Personal Injury Claims) shall have accepted the Plan only if at least two-thirds (2/3) in amount and seventy-five percent (75%) in number of Talc Personal Injury Claims actually voting on the Plan have voted to accept the Plan in accordance with the Voting Procedures Order.

10.5 Voting Procedures

(a) *Ballots*

All votes to accept or reject the Plan with respect to Class 4 must be cast by properly submitting the duly completed and executed form of Ballot designated for such Claims. Holders of Claims in Class 4 or their attorneys (as applicable) voting on the Plan should complete and sign the appropriate Ballot in accordance with the instructions thereon, being sure to check the appropriate box entitled "Accept" the Plan or "Reject" the Plan. In addition, if any holder of a

Claim elects not to grant the releases set forth in Article XII of the Plan, then it should check the appropriate box on its Ballot and follow the instructions contained in the Ballot.

As set forth in the Voting Procedures, improperly completed Ballots will not be counted. By way of example and not limitation, any Ballot received which is not signed or which contains insufficient information to permit the identification of the claimant will be an invalid Ballot and will not be counted for purposes of determining acceptance or rejection of the Plan. In addition, a vote cast on a Ballot will not be counted if it is returned to the Solicitation Agent: (i) indicating neither acceptance nor rejection of the Plan; (ii) indicating both acceptance and rejection of the Plan; or (iii) indicating partial rejection and partial acceptance of the Plan. Notwithstanding, any such Ballot will be considered for purposes of determining whether the claimant has opted out of the releases contained in the Plan, if that portion of the Ballot is completed and the Ballot is otherwise complete and legible.

Ballots must be delivered to the Solicitation Agent, at its address set forth above in Section 10.1, or submitted via electronic, online transmission through a customized electronic Ballot by utilizing the E-Ballot platform on the Solicitation Agent's website https://cases.primeclerk.com/imerystalc, and received by the Voting Deadline. **The method of such delivery is at the election and risk of the voter.** Although the method of delivery is at the risk of the voter, for the convenience of each holder of a Talc Personal Injury Claim entitled to vote on the Plan or such holder's attorney, as applicable and in accordance with the Certified Plan Solicitation Directive, the Solicitation Package contains a pre-stamped and addressed envelope for return of such holder's Ballot by first class mail through the United States Postal Service. If such delivery is by mail, it is recommended that voters use an air courier with a guaranteed next day delivery or registered mail, properly insured, with return receipt requested. In all cases, sufficient time should be allowed to ensure timely delivery. Instructions for casting an electronic Ballot can be found on the "E-Ballot" section of the Solicitation Agent's website https://cases.primeclerk.com/imerystalc by clicking on the "Submit E-Ballot" section of the website.

If you are entitled to vote and you or your attorney (as applicable) did not receive a Ballot, received a damaged Ballot or lost your Ballot, please contact the Solicitation Agent in the manner set forth above. For additional information regarding the voting process, please refer to the Voting Procedures Order, the Voting Procedures, the Confirmation Hearing Notice, and the instructions attached to your Ballot (to the extent a Ballot was not otherwise received by your attorney pursuant to the Certified Plan Solicitation Directive).

Please refer to the Voting Procedures and Voting Procedures Order for more information regarding the voting of Talc Personal Injury Claims.

(b) *Withdrawal of Votes and Multiple Votes on the Plan*

Any voter that delivers a valid Ballot may withdraw his, her, or its vote by delivering a written notice of withdrawal to the Solicitation Agent before the Voting Deadline (or such later date as agreed by the Debtors with the consent of the Plan Proponents, with such consent not to be unreasonably withheld). To be valid, the notice of withdrawal must be signed by the party who signed the Ballot to be revoked. The Debtors reserve the right to contest any withdrawals.

In addition, the following procedures for voting will be used by the Debtors to address multiple Ballots.

- If multiple Ballots are received from different holders purporting to hold the same Claim, the vote will be counted only once and only if such votes are consistent with respect to acceptance or rejection of the Plan. In the event that the votes are not consistent, and the vote *is not* necessary (alone or in conjunction with other inconsistent, multiple votes) to determine whether the class voted to accept the Plan, then neither vote will be counted. If the votes are not consistent, and the vote *is* necessary (alone or in conjunction with other inconsistent, multiple votes) to determine whether the class voted to accept the Plan, the parties who submitted such Ballots must provide evidence to support their assertion that they hold such Claim directly or in a representative capacity, and the Bankruptcy Court will determine which holder has the right to vote such Claims.

- If multiple Ballots are received from the holder of a Claim **and** someone purporting to be his, her, or its attorney or agent, the Ballot received from the holder of the Claim will be the Ballot that is counted, and the vote of the purported attorney or agent will not be counted.

- If multiple Ballots are received from a holder of a Claim for the same Claim, the latest-dated otherwise valid Ballot that is received before the Voting Deadline (or such later date as agreed by the Debtors with the consent of the Plan Proponents, with such consent not to be unreasonably withheld) will be the Ballot that is counted as a vote to accept or reject the Plan; if multiple Ballots are received from the same attorney or agent with respect to the same Claim (but not from the holder thereof), the latest-dated otherwise valid Ballot that is received before the Voting Deadline (or such later date as agreed by the Debtors with the consent of the Plan Proponents, with such consent not to be unreasonably withheld) will be the Ballot that is counted as a vote to accept or reject the Plan.

- If two or more Ballots are received from separate attorneys, each of whom purports to represent the same holder of a Claim, the vote of the holder appearing on both Master Ballots will be counted only once and only if such votes are consistent with respect to acceptance or rejection of the Plan. In the event that the votes are not consistent, and the vote *is not* necessary (alone or in conjunction with other inconsistent, multiple votes) to determine whether the class voted to accept the Plan, then neither vote will be counted. If the votes are not consistent, and the vote *is* necessary (alone or in conjunction with other inconsistent, multiple votes) to determine whether the class voted to accept the Plan, the parties who submitted such Ballots must provide evidence to support their assertion that they hold such Claim directly or in a representative capacity, and the Bankruptcy Court will determine which holder has the right to vote such Claims.

The Debtors will not be obligated to recognize any withdrawal, revocation, or change of any vote received after the Voting Deadline (or such later date as agreed by the Debtors with the consent of the Plan Proponents, with such consent not to be unreasonably withheld).

ARTICLE XI.

CONFIRMATION OF THE PLAN

Under the Bankruptcy Code, the following steps must be taken to confirm the Plan:

11.1 Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a hearing on confirmation of a plan of reorganization. By order of the Bankruptcy Court, the Confirmation Hearing is scheduled for February 10, 2021 at 10:00 a.m. (Prevailing Eastern Time) before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge for the District of Delaware, in the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or any subsequently adjourned Confirmation Hearing.

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of a plan of reorganization. Any objection to confirmation of the Plan must be filed with the Bankruptcy Court no later than **January 13, 2021 at 4:00 p.m. (Prevailing Eastern Time)**, and will be governed by Bankruptcy Rules 3020(b) and 9014 and the Local Rules. **Unless an objection is timely and properly served and filed, it may not be considered by the Bankruptcy Court.**

11.2 Requirements for Confirmation of the Plan

At the Confirmation Hearing, the Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation are that the Plan (a) is accepted by all Impaired Classes of Claims and Equity Interests, or, if rejected by an Impaired Class, that the Plan "does not discriminate unfairly" and is "fair and equitable" as to such Class; (b) is feasible; and (c) is in the "best interests" of holders of Claims and Interests that are Impaired under the Plan.

(a) *Acceptance*

Class 4 is Impaired under the Plan, and the holders of Claims in such Class are entitled to vote on the Plan. Therefore, such Class must accept the Plan in order for it to be confirmed without application of the "fair and equitable test," described below, to such Class. Classes 5a and 6 are Impaired under the Plan, but are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code because all holders of Claims or Equity Interests (as applicable) in Classes 5a and 6 are Plan Proponents and have consented to their treatment under the Plan.

Classes 1, 2, 3a, 3b, 5b, and 7 are Unimpaired under the Plan and are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, confirmation of the Plan will not require application of the "fair and equitable test," described below, as to those Classes.

(b) *Issuance of Injunction Pursuant to Sections 524(g) and 105(a) of the Bankruptcy Code*

The Bankruptcy Court shall be asked to issue the Channeling Injunction if the Plan has been accepted by at least two-thirds (2/3) in amount of those holders of Class 4 Claims actually voting on the Plan, in accordance with section 1126(c) of the Bankruptcy Code, and seventy-five percent (75%) in number of those holders of Class 4 Claims actually voting on the Plan, in accordance with section 524(g)(2)(B)(ii)(IV)(bb) of the Bankruptcy Code. The amount of the Claim for each Class 4 Claim holder for voting purposes shall be as set forth in the Voting Procedures Order.

If the Bankruptcy Court or the District Court does not enter the Channeling Injunction, the Effective Date shall not occur.

(c) *Feasibility*

The Bankruptcy Code also requires as a condition to confirmation of a plan of reorganization that the confirmation of the plan is not likely to be followed by the liquidation or the need for further financial reorganization of the reorganized debtor. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. The Plan Proponents believe that the Reorganized Debtors will be able to make all payments required pursuant to the Plan, and therefore, that confirmation of the Plan is not likely to be followed by the need for further reorganization.

To support their belief in the feasibility of the Plan, the Plan Proponents have relied upon the financial projections, attached hereto as Exhibit B and Exhibit C. The financial projections indicate that the Reorganized Debtors should have sufficient Cash prior to the Effective Date to fund the Reserves and adequate cash flow post-Effective Date to fund operations, as applicable. Accordingly, the Plan Proponents believe that the Plan complies with the financial feasibility standard of section 1129(a)(11) of the Bankruptcy Code.

The financial projections are based on various assumptions, including Confirmation of the Plan in accordance with its terms, no material adverse changes in general business and economic conditions, and other matters, some of which will be beyond the control of the Reorganized Debtors. The financial projections should be read in conjunction with Article IX above, entitled "*Certain Factors to be Considered*," and with the assumptions, qualifications and footnotes to the tables containing the Financial Projections set forth in Exhibit B and Exhibit C.

(d) *"Best Interests" Test / Liquidation Analysis*

The "Best Interests Test" under section 1129 of the Bankruptcy Code requires as a condition to confirmation of a plan of reorganization that each holder of Impaired claims or Impaired equity interests either (a) accept the Plan or (b) receive property with a value not less

than the amount such holder would receive in a chapter 7 liquidation. As reflected in the analysis attached hereto as Exhibit D (the "**Liquidation Analysis**"), the Plan Proponents believe that under the Plan, holders of Impaired Claims and Impaired Equity Interests will receive property with a value equal to or in excess of the value such holders would receive in a liquidation of the Debtors under chapter 7 of the Bankruptcy Code.

One Class of Claims or Equity Interests (other than Non-Debtor Intercompany Claims and Equity Interests in the North American Debtors) is Impaired under the Plan: Talc Personal Injury Claims (Class 4). The holders of Talc Personal Injury Claims, as the only Class voting under the Plan, must accept the Plan in order for the Plan to be confirmed, thereby satisfying clause (a) above. Holders of Non-Debtor Intercompany Claims (Class 5a) and Equity Interests in the North American Debtors (Class 6) have consented to their treatment under the Plan as Plan Proponents and are presumed to accept the Plan pursuant to section 1126(f).

The Debtors have prepared the attached Liquidation Analysis to demonstrate the Plan's compliance with the provisions of section 1129(a)(7) of the Bankruptcy Code. The Liquidation Analysis is based upon a number of reasonable assumptions that, ultimately, are subject to significant uncertainties and contingencies. The Plan Proponents cannot assure you that these assumptions would be accepted by a Bankruptcy Court. **Actual liquidation proceeds could be materially lower or higher than the amounts set forth below. No representation or warranty can or is being made with respect to the actual proceeds that could be received in a chapter 7 liquidation of the Debtors. The liquidation valuations have been prepared solely for purposes of estimating proceeds available in a chapter 7 liquidation of the Estates and do not represent values that may be appropriate for any other purpose. Nothing contained in these valuations is intended to or may be asserted to constitute a concession or admission of the Plan Proponents for any other purpose.**

Here, the Plan is in the best interests of the Debtors' creditors (including holders of Talc Personal Injury Claims), and meets the requirements of section 1129(a)(7) of the Bankruptcy Code. The Plan Proponents expect that there will be substantially more assets available to pay holders of Claims under the Plan than would be the case if there were no Plan because of the Imerys Contribution. Moreover, the Plan is the result of an extensively negotiated settlement, which avoids costly litigation that would deplete the funds available for creditors. The Tort Claimants' Committee and the FCR negotiated the Imerys Settlement and support Confirmation of the Plan, which incorporates the terms of the settlement. These factors, among others, demonstrate that the Plan provides greater recoveries to creditors than would be realized in a chapter 7 liquidation, the costs of which would deplete much of the recoveries from the liquidation of the Debtors' assets. Based on the Liquidation Analysis, the Debtors believe that holders of Claims and Equity Interests will receive equal or greater value as of the Effective Date than such holders would receive in a chapter 7 liquidation.

Accordingly, the Plan Proponents believe that confirmation of the Plan will provide creditors in the Impaired Classes with value that is not less than (and, in certain cases, substantially greater than) the amount that such holder would so receive or retain if the Debtors were liquidated under chapter 7. The Plan meets the "best interests" test.

ARTICLE XII.

ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

If the Plan is not confirmed and consummated, alternatives to the Plan include: (a) continuation in chapter 11 and formulation of an alternative plan or plans of reorganization, or (b) liquidation of the Debtors under chapter 7 of the Bankruptcy Code. Each of these possibilities is discussed in turn below.

12.1 Alternative Plan of Reorganization

The Plan is the product of extensive negotiations among the Plan Proponents, and reflects a balance of the respective interests held by the parties. If the Plan is not confirmed, the Debtors or any other party in interest (upon the expiration of the Debtors' exclusivity period) could attempt to formulate a different plan of reorganization. During the negotiations prior to the filing of the Plan, however, the Plan Proponents explored various alternatives to the Plan and believe that the Plan enables the Reorganized Debtors to emerge from the Chapter 11 Cases more successfully and expeditiously than any alternative plan, while preserving and maximizing the Debtors' assets, and allowing claimants of the Debtors to realize the highest recoveries under the circumstances.

12.2 Liquidation under Chapter 7

If the Plan is not confirmed, the Debtors' Chapter 11 Cases could be converted to liquidation cases under chapter 7 of the Bankruptcy Code. In chapter 7, a trustee would be appointed to promptly liquidate the assets of the Debtors.

As described above in the Liquidation Analysis, the Plan Proponents believe that a liquidation under chapter 7 would result in a substantial diminution in the value of the Debtors' Estates. The Debtors further believe that it is likely that distributions in a chapter 7 liquidation would not occur for a substantial time, primarily due to, among other things, the time required to liquidate the Debtors' insurance-related assets.

ARTICLE XIII.

CERTAIN TAX CONSEQUENCES OF THE PLAN

The following discussion summarizes certain U.S. federal income tax consequences expected to result from the consummation of the Plan. This discussion is only for general information purposes and only describes the expected tax consequences to holders of Talc Personal Injury Claims. It is not a complete analysis of all potential federal income tax consequences and does not address any tax consequences arising under any state, local or foreign tax laws or federal estate or gift tax laws. This discussion is based on the Internal Revenue Code of 1986, as amended (the "**IRC**" or "**Tax Code**"), Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the Internal Revenue Service (the "**IRS**"), all as in effect on the date of this Disclosure Statement. These authorities may change, possibly retroactively, resulting in federal income tax consequences different from those discussed below. No ruling has been or will be sought from the IRS, and no legal opinion of counsel will be rendered, with respect to the matters discussed below. There can be no assurance that the IRS will not take

a contrary position regarding the federal income tax consequences resulting from the consummation of the Plan or that any contrary position would not be sustained by a court.

This discussion does not address all federal income tax considerations that may be relevant to a particular holder in light of that holder's particular circumstances. In addition, it does not address considerations relevant to holders subject to special rules under the federal income tax laws, such as holders subject to the alternative minimum tax, holders who utilize installment method reporting with respect to their Claims, non-U.S. holders and U.S. holders who have a functional currency other than the U.S. dollar. This discussion also does not address the U.S. federal income tax consequences to holders (a) whose Claims are Unimpaired or otherwise entitled to payment in full under the Plan, or (b) that are deemed to accept or deemed to reject the Plan. Additionally, this discussion does not address any consideration being received other than in a person's capacity as a holder of a Claim. Moreover, this discussion does not address the tax treatment of the Reorganized Debtors given that (a) the Reorganized North American Debtors will have limited operations after the Effective Date, (b) all items of federal income, gain, loss, and deduction of ITA and ITV arising on the Effective Date should generally be includible on the tax return of Imerys USA, and (c) the operations of ITI will be largely unaffected by the Chapter 11 Cases. In addition, the tax treatment of the Reorganized Debtors should have no impact on holders of Talc Personal Injury Claims.

Holders should consult their own tax advisors regarding the U.S. federal income tax consequences to them of the consummation of the Plan and the receipt of amounts from the Talc Personal Injury Trust, as well as any tax consequences arising under any state, local or foreign tax laws, or any other federal tax laws. The Debtors and the Reorganized Debtors shall not be liable to any person with respect to the tax liability of a holder or its Affiliates.

13.1 Treatment of the Talc Personal Injury Trust

It is anticipated that the Talc Personal Injury Trust will be a "qualified settlement fund" within the meaning of the Treasury Regulations promulgated under Section 468B of the Tax Code. Such Treasury Regulations provide that a fund, account, or trust will be a qualified settlement fund if three conditions are met. First, the fund, account, or trust must be established pursuant to an order of or be approved by a government authority, including a court, and must be subject to the continuing jurisdiction of that government authority. A court order giving preliminary approval to a fund, account, or trust will satisfy this requirement even though the order is subject to review or revision. Second, the fund, account, or trust must be established to resolve or satisfy one or more contested or uncontested claims that have resulted or may result from an event (or related series of events) that has occurred and that has given rise to at least one claim asserting liability arising, among other things, out of a tort. Third, the fund, account, or trust must be a trust under applicable state law or have its assets physically segregated from the other assets of the transferor and persons related to the transferor. The Talc Personal Injury Trust has been established with the express purpose of satisfying the requirements of a qualified settlement fund and will be treated as a separate taxable entity. Its modified gross income will generally be subject to U.S. federal income tax at the highest rate applicable to estates and trusts (currently 37%). For purposes of determining the Talc Personal Injury Trust's modified gross income, payments to the Talc Personal Injury Trust and payments from the Talc Personal Injury Trust to holders of Talc Personal Injury Claims in settlement of their Claims will not be taken into account.

13.2 Tax Consequences to Holders of Talc Personal Injury Claims

The tax consequences of payments received by holders of Talc Personal Injury Claims will depend on the individual nature of each such Claim and the particular circumstances and facts applicable to such holder at the time each such payment is made. To the extent that payments from the Talc Personal Injury Trust to holders of Talc Personal Injury Claims constitute damages received by such holders on account of physical injuries or physical sickness, such payments should not constitute gross income to such recipients under Section 104 of the Tax Code, except to the extent that such payments are attributable to medical expense deductions allowed under Section 213 of the Tax Code for a prior taxable year. To the extent that any payments from the Talc Personal Injury Trust to holders of Talc Personal Injury Claims constitute damages received by such holders on account of claims other than physical injuries (such as lost wages) or received as interest (or any other amounts not excludable from income under Section 104 of the Tax Code), such payments will be includible in gross income to such holders.

All distributions to holders of Talc Personal Injury Claims under the Plan are subject to any applicable withholding. Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable rate. Backup withholding generally applies if the holder (i) fails to furnish its social security number or other taxpayer identification number ("**TIN**"), (ii) furnishes an incorrect TIN, (iii) fails properly to report interest or dividends, or (iv) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

The foregoing is intended to be a summary only and not a substitute for careful tax planning with a tax advisor. The federal, state, local and foreign income tax consequences of the Plan are complex and, in some cases, uncertain. Such consequences also may vary based on the individual circumstances of each holder of a Talc Personal Injury Claim. Accordingly, each holder of a Claim is strongly urged to consult with its, his, or her own tax advisor regarding the federal, state, local, and foreign income tax consequences of the Plan.

Furthermore, any U.S. federal tax discussion contained in this Disclosure Statement, the Plan and any Plan Documents, and any exhibits or attachments to any such documents, was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding any penalties that may be imposed on such taxpayer by the Internal Revenue Service.

ARTICLE XIV.

CONCLUSION AND RECOMMENDATION

The Plan Proponents believe that the Plan is in the best interests of all holders of Claims and urge all holders of Impaired Claims in Class 4 entitled to vote on the Plan to vote to accept the

Plan and to evidence such acceptance by returning their Ballots so that they **WILL BE** actually received on or before 4 p.m. (Prevailing Eastern Time), on January 13, 2021.

[*Remainder of page left intentionally blank*]

Dated: October 16, 2020
Wilmington, Delaware

IMERYS TALC AMERICA, INC.
(On behalf of itself and each of the Debtors)
/s/
[●]

TORT CLAIMANTS' COMMITTEE
/s/
[●]

FUTURE CLAIMANTS' REPRESENTATIVE
/s/
[●]

IMERYS S.A.
(On behalf of itself and each of the Imerys Plan Proponents)
/s/
[●]

COUNSEL FOR THE PLAN PROPONENTS

COUNSEL FOR THE DEBTORS:

RICHARDS, LAYTON & FINGER, P.A.
Mark D. Collins, Esq.
Michael J. Merchant, Esq.
Amanda R. Steele, Esq.
Brett M. Haywood, Esq.
One Rodney Square
920 North King Street
Wilmington, DE 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701
E-mail: collins@rlf.com
merchant@rlf.com
steele@rlf.com
haywood@rlf.com

LATHAM & WATKINS LLP
Jeffrey E. Bjork, Esq.
Kimberly A. Posin, Esq.
Helena G. Tseregounis, Esq.
Shawn P. Hansen, Esq.
355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Telephone: (213) 485-1234
Facsimile: (213) 891-8763
E-mail: jeff.bjork@lw.com
kim.posin@lw.com
helena.tseregounis@lw.com
shawn.hansen@lw.com

- and -

Richard A. Levy, Esq.
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767
E-mail: richard.levy@lw.com

COUNSEL FOR THE TORT CLAIMANTS' COMMITTEE:

ROBINSON & COLE LLP
Natalie D. Ramsey, Esq.
Mark A. Fink, Esq.
1201 North Market Street, Suite 1406
Wilmington, Delaware 19801
Telephone: (302) 516-1700
Facsimile: (302) 516-1699
E-mail: nramsey@rc.com
mfink@rc.com

- and -

Michael R. Enright, Esq.
280 Trumbull Street
Hartford, Connecticut 06103
Telephone: (860) 275-8290
Facsimile: (860) 275-8299

COUNSEL FOR THE FCR:

YOUNG CONAWAY STARGATT & TAYLOR LLP
Robert S. Brady, Esq.
Edwin J. Harron, Esq.
Sharon M. Zieg, Esq.
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
E-mail: rbrady@ycst.com
eharron@ycst.com
szieg@ycst.com

E-mail: menright@rc.com

COUNSEL FOR THE IMERYS PLAN PROPONENTS:

HUGHES HUBBARD & REED LLP
Christopher Kiplok, Esq.
Dustin P. Smith, Esq.
Erin Diers, Esq.
One Battery Park Plaza
New York, New York 10004
Telephone: (212) 837-6000
Facsimile: (212) 422-4726
E-mail: christopher.kiplok@hugheshubbard.com
dustin.smith@hugheshubbard.com
erin.diers@hugheshubbard.com

EXHIBIT A

The Plan

EXHIBIT B

Financial Projections – North American Debtors

See Docket No. 2290

EXHIBIT C

Financial Projections - ITI

See Docket No. 2290

EXHIBIT D

Liquidation Analysis

See Docket No. 2290

EXHIBIT E

DIP Term Sheet

IMERYS TALC AMERICA, INC.

Summary of Terms and Conditions
Senior Secured Superpriority DIP Financing Facility

This Summary of Terms and Conditions (this "Term Sheet") summarizes certain material terms of a proposed $30,000,000 senior secured superpriority debtor-in-possession delayed draw term loan facility (the "DIP Facility") to be made available to the DIP Borrower (as defined below). This Term Sheet is for discussion purposes only and remains subject to further review and comment. This Term Sheet does not contain all the terms, conditions and other provisions of the DIP Facility (but does contain the primary material terms, conditions and provisions of the DIP Facility) and does not constitute a commitment on behalf of any lender or any of its affiliates to arrange or provide financing for or to the DIP Borrower, except upon mutually satisfactory documentation and court orders.

TERMS OF DIP FACILITY

1. ***DIP Facility Lender:*** Imerys S.A., a French limited liability company *(Société Anonyme)* and indirect parent company of the DIP Borrower (the "DIP Facility Lender").

2. ***DIP Borrower*:** Imerys Talc America, Inc., a Delaware corporation (the "DIP Borrower"), as debtor-in-possession in the cases (the "Cases") commenced under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court").

3. ***DIP Guarantors:*** Imerys Talc Vermont, Inc. and Imerys Talc Canada Inc. (collectively, the "DIP Guarantors"), each of whom are a debtor-in-possession in the Cases. The DIP Borrower and DIP Guarantors shall be referred to collectively as the "Debtors".

4. ***DIP Facility:*** The DIP Facility Lender shall provide the DIP Borrower with a delayed draw term loan facility providing for extensions of new term loans (the "DIP Loans") on or prior to the scheduled DIP Maturity Date, in an amount not to exceed $30,000,000 in the aggregate (the "DIP Commitment Amount"). The commitment of the DIP Facility Lender to fund its DIP Commitment Amount will expire on the DIP Maturity Date. DIP Loans that are repaid prior to the DIP Maturity Date may not be reborrowed.

   On and after the DIP Closing Date, and subject to the terms of a debtor in possession credit agreement acceptable to the DIP Facility Lender, the DIP Borrower, the DIP Guarantors and each of the other Plan Proponents (as defined below) (the "DIP Loan Agreement") and the Order (as defined below), the DIP Commitment Amount shall be available to the DIP Borrower in an amount necessary (i) to pay transaction fees, costs and expenses in connection with the DIP Facility and other disbursements in each case to be paid in accordance with the DIP Budget (as defined below), in each case, for which cash then held by the Debtors (other than minimum cash liquidity of $5,000,000) is not then available to pay, and (ii) to fund reserves or other amounts required to be funded by the DIP Borrower on the Effective Date (as defined in the Plan) pursuant to the Plan or the Confirmation Order (as defined in the Plan).

Following the DIP Closing Date, and subject to the terms of the DIP Loan Agreement and the Order, an amount not to exceed the DIP Commitment Amount (less any DIP Loans made on the DIP Closing Date) shall be available to the DIP Borrower in one or more draws (but not to exceed two (2) draws per calendar month) to be made prior to the DIP Maturity Date; provided, that a final draw may be made by the DIP Borrower on the Effective Date (as defined in the Plan) to fund reserves or other amounts required to be funded by the DIP Borrower on such date pursuant to the Plan or the Confirmation Order (as defined in the Plan).

5. ***DIP Closing Date:*** No later than three (3) business days after the entry of the Order, but in any event no later than December 15, 2020.

6. ***DIP Maturity Date:*** Unless accelerated as a result of the occurrence of an Event of Default (as defined below), the outstanding principal amount of the DIP Loans (including all capitalized PIK Interest (as defined below)), together with all accrued and unpaid interest thereon that has not yet been capitalized pursuant to section 10 below and all other amounts payable by the DIP Borrower under the DIP Facility (collectively, the "DIP Obligations"), will be immediately due and payable upon the earliest to occur of (a) June 30, 2021, (b) the date of dismissal of the Debtors' chapter 11 proceedings or a conversion of any of the proceedings to a case under chapter 7 of the Bankruptcy Code and (c) the Effective Date (as defined in the Second Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code, filed with the Court on October 5, 2020 (as the same may from time to time be amended or modified with the consent of each of the Plan Proponents and as confirmed by order of the Court, the "Plan")) (such earliest date being the "DIP Maturity Date").

Notwithstanding anything to the contrary herein, if the Effective Date (as defined in the Plan) occurs on or before May 31, 2021 (the "Outside Effective Date") and the outstanding principal amount of the DIP Loans has not previously become immediately due and payable (as a result of the occurrence of the DIP Maturity Date or the acceleration of the DIP Loans as a result of the occurrence of an Event of Default), then:

(i) the principal amount of the DIP Loans (excluding any PIK Interest) shall be applied as a dollar-for-dollar reduction of the amount of the Contingent Contribution (as defined in the Plan) required to be contributed by Imerys S.A. to the Debtors or the Reorganized Debtors (as defined in the Plan) in Cash (as defined in the Plan) (in an amount not to exceed $15,000,000) pursuant to Section 10.8.2.2(c) of the Plan in order to fund 50% of the Debtors' administrative expenses;

(ii) the remaining outstanding principal amount of the DIP Loans (excluding any PIK Interest), after giving effect to the application in clause (i) above, shall be applied as a dollar-for-dollar reduction of the $75 million in cash that is part of the Imerys Settlement Funds (as defined in the Plan); and

(iii) the DIP Borrower shall not be required to repay any other DIP Obligations, and all DIP Obligations (including, without limitation, any PIK Interest) shall be deemed discharged in full and terminated as the Effective Date (as defined in the Plan).

The Debtors, the Tort Claimants' Committee (as defined in the Plan), the FCR (as defined in the Plan) and the Imerys Plan Proponents (as defined in the Plan) (collectively, the "Plan Proponents") shall amend the Plan (A) as necessary to give effect to the foregoing, and (B) to provide that the Contingent Contribution (as defined in the Plan) shall be used to fund the Debtors' administrative expenses and any reserves, costs or expenses required in connection with the Debtors' emergence from bankruptcy, which amendment shall be in form and substance satisfactory to the DIP Facility Lender.

7. ***Purpose and Use of Proceeds:*** The proceeds of the DIP Facility will be used by the DIP Borrower solely to fund: (i) transaction fees, costs and expenses associated with the DIP Facility, (ii) working capital and general corporate purposes of the Debtors during the pendency of the Cases, (iii) fees, costs and expenses incurred in connection with the administration and prosecution of the Cases, in the case of each of (i), (ii), and (iii) in this section 7 in compliance with the DIP Budget (with up to, but not exceeding, a 10% variance from the Debtors' operating and non-operating disbursements (with favorable variances available to be carried forward for thirty (30) days) or a 10% variance from the Debtors' receipts, in each case, which variance is measured against the overall DIP Budget on a monthly basis beginning with the second week following the DIP Closing Date), and (iv) reserves or other amounts required to be funded by the DIP Borrower on the Effective Date (as defined in the Plan) pursuant to the Plan or the Confirmation Order (as defined in the Plan).

8. ***Amortization:*** None.

9. ***Interest:*** DIP Loans shall bear interest at a rate equal to one-month LIBOR[1] plus (i) from the DIP Closing Date through and including the one month anniversary of the DIP Closing Date, 10.0% per annum, (ii) from the day after the one month anniversary of the DIP Closing Date through and including the two month anniversary of the DIP Closing Date, 11.0% per annum, (iii) from the day after the two month anniversary of the DIP Closing Date through and including the three month anniversary of the DIP Closing Date, 12.0% per annum, and (iv) from and after the day after the three month anniversary of the DIP Closing Date, 13.0% per annum. "LIBOR" shall be as defined in a customary manner.

If any Event of Default occurs and is continuing under the DIP Facility, then upon the election of the DIP Facility Lender, the DIP Loans shall bear interest at a rate of 2.00% per annum greater than the rate of interest specified above.

[1] "Base Rate" shall be used as a back-up rate if for any reason LIBOR is not available.

10. ***Interest Payments:*** Interest shall be paid-in-kind, compounded monthly (the "PIK Interest"). All PIK Interest shall be payable in cash on the DIP Maturity Date, except as otherwise expressly set forth in Section 6 of this Term Sheet.

11. ***Mandatory Prepayment:*** Mandatory prepayment of the DIP Loans shall be made from (i) 100% of the net cash proceeds from asset sales made outside the ordinary course of business, including a sale of any or all Debtors or all or substantially all of the assets of any or all Debtors, (ii) 100% of insurance and condemnation award payments, (iii) 100% of unpermitted debt and (iv) any settlements with third parties, subject to minimum dollar thresholds and reinvestment rights to be agreed with respect to clauses (i) and (ii) only; provided, that the mandatory prepayment provisions of the DIP Loan Agreement shall not be operative prior to the Outside Effective Date.

12. ***DIP Fees:*** None.

13. ***Security:*** The DIP Facility Lender shall be entitled, pursuant to Section 364(c)(2) of the Bankruptcy Code, to fully perfected first priority, valid, binding, enforceable, non-avoidable and automatically perfected, security interests in and liens upon substantially all existing and after acquired real and personal, tangible and intangible, property of the Debtors, whether existing or acquired prior or subsequent to the commencement of the Cases, including, but not limited to, any and all proceeds thereof (the "DIP Collateral"), which liens shall be subject only to (i) certain customary non-avoidable permitted liens ("Permitted Liens") in existence on the date the Cases were commenced (the "Petition Date"), (ii) non-avoidable, valid, enforceable and perfected liens that are capitalized leases, purchase money security interests or mechanics' or other statutory liens in existence on the Petition Date, (iii) non-avoidable, valid, enforceable liens that are capitalized leases, purchase money security interests or mechanics' or other statutory liens in existence on the Petition Date that are perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code and (iv) mechanics', warehousemen's or other statutory liens arising after the Petition Date having priority by operation of law (clauses (ii) - (iv), collectively, "Additional Permitted Liens").

14. ***Priority:*** Pursuant to Section 364(c)(1) of the Bankruptcy Code, all amounts owing by the Debtors under the DIP Facility in respect thereof at all times will constitute allowed superpriority administrative expense claims in the Debtors' respective Cases, having priority over all administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code ("Superpriority"), subject to indebtedness secured by Permitted Liens and Additional Permitted Liens and the Carve-out (as defined below); *provided* that any ITC Stipulated Claim (as defined in the Plan) will have priority over any amounts owing by the Debtors under the DIP Facility.

15. ***Carve-out:*** The superpriority claims and liens granted pursuant to Sections 13 and 14 above shall be subject in each case only to a "Carve-Out" which shall be comprised of the following amounts: (i) all fees required to be paid to the Clerk of the Court; (ii) all statutory fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) and 28 U.S.C. § 156(c); (iii) all accrued and unpaid

fees, disbursements, costs and expenses incurred by the Information Officer (as defined in the Plan) and counsel to the Information Officer; (iv) all accrued and unpaid fees, disbursements, costs and expenses incurred by professionals retained by the Debtors (collectively, the "Debtors' Professionals") and professionals retained by the Tort Claimants' Committee (as defined in the Plan) and/or the FCR (as defined in the Plan) (collectively, the "Claimants' Professionals") at any time before the first business day following delivery by the DIP Facility Lender of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; (v) after the first business day following delivery by the DIP Facility Lender of a Carve Out Trigger Notice, to the extent allowed at any time, all unpaid fees, disbursements, costs and expenses incurred by the Claimants' Professionals in an aggregate amount not to exceed $4,000,000; and (vi) after the first business day following delivery by the DIP Facility Lender of a Carve Out Trigger Notice, to the extent allowed at any time, all unpaid fees, disbursements, costs and expenses incurred by the Debtors' Professionals in an aggregate amount not to exceed $4,000,000 (the amounts set forth in clauses (v) and (vi) being the "Post-Carve Out Trigger Notice Cap").

For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by the DIP Facility Lender to the Debtors and their counsel, the United States Trustee, counsel to the Tort Claimants' Committee, counsel to the FCR, and counsel to the Information Officer, which notice may be delivered following acceleration of the maturity of the DIP Loans (or any failure to repay the DIP Loans in full at scheduled maturity), seeking relief from the automatic stay to foreclose upon the DIP Collateral and stating that the Post-Carve Out Trigger Notice Cap has been invoked. For the avoidance of doubt and notwithstanding anything to the contrary herein or elsewhere, the Carve Out shall be senior to all liens securing the DIP Loans.

16. ***Conditions to Closing:***

The closing of the DIP Facility shall be subject to the satisfaction of conditions customary for a transaction of this type, including, without limitation:

(a) The Order shall have been entered by the Court, shall be in full force and effect and shall not have been reversed, modified, amended or stayed (or application therefor made);

(b) An order recognizing the Order (the "Recognition Order") shall have been entered by the Canadian Court in the Canadian Proceeding (each as defined in the Plan), shall be in full force and effect and shall not have been reversed, modified, amended or stayed (or application therefor made);

(c) Any orders affecting or concerning the DIP Collateral shall be in form and substance satisfactory to the DIP Facility Lender and the Debtors;

(d) Delivery of a 13-week cash flow statement in form and substance satisfactory to the DIP Facility Lender and each of the Plan Proponents

(other than the Debtors) (the "Non-Debtor Plan Proponents") (such satisfaction of the Non-Debtor Plan Proponents not to be unreasonably withheld, conditioned or delayed) and demonstrating satisfactory liquidity (the "DIP Budget"), which DIP Budget may be amended or modified only with the prior written consent of the DIP Facility Lender and each of the Non-Debtor Plan Proponents (which consent may not be unreasonably withheld or conditioned);

(e) No Event of Default and no condition which would constitute an Event of Default with the giving of notice or lapse of grace periods or both shall exist;

(f) Representations and warranties in the DIP Loan Agreement shall be true and correct in all material respects (except for representations and warranties which are made as of a specific date, which representations and warranties shall have been true and correct as of such date); *provided*, that any such representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be accurate in all respects;

(g) No administrative claim that is senior to or pari passu with the superpriority claims of the DIP Facility Lender shall exist, other than claims secured by the Permitted Liens and/or Additional Permitted Liens, ITC Stipulated Claims, and the Carve-out;

(h) All documentation relating to the DIP Facility shall be in form and substance consistent with this Term Sheet and otherwise reasonably satisfactory to the DIP Facility Lender and each of the Non-Debtor Plan Proponents; and

(i) An amended Plan, in form and substance reasonably satisfactory to the DIP Facility Lender and each of the Plan Proponents, shall be filed with the Court to reflect the terms and conditions of the DIP Facility.[2]

17. ***Conditions to All Extensions of Credit:*** Each extension of credit under the DIP Facility shall be subject to the satisfaction of conditions customary for a transaction of this type, including, without limitation:

(a) If the proceeds from the requested extension of credit are to be used in a manner or for a purpose which requires the prior approval of the Court, such approval shall have been obtained;

(b) The Order and Recognition Order shall be in full force and effect and shall not have been reversed, modified, amended or stayed (or application therefor made), except for modifications and amendments that are reasonably acceptable to the DIP Facility Lender and each of the Non-Debtor Plan Proponents;

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[2] For the avoidance of doubt, final documentation for the DIP shall be in a form that is consistent with the requirements of any asset purchase agreement approved by the Court in connection with the Sale.

(c) Absence of any administrative claim that is senior to, or pari passu with, the superpriority claim of the DIP Facility Lender, other than claims secured by Permitted Liens, Additional Permitted Liens, ITC Stipulated Claims and the Carve-out;

(d) Compliance with the milestones set forth in Exhibit A attached hereto (the "Milestones");

(e) Each extension of credit made prior to the Effective Date (as defined in the Plan) shall be consistent with the DIP Budget, subject to the variances described in Section 7 of this Term Sheet;

(f) Any extension of credit made on the Effective Date (as defined in the Plan) shall be used solely to fund (i) any reserves or other amounts required to be funded by the DIP Borrower on the Effective Date (as defined in the Plan) pursuant to the Plan or the Confirmation Order (as defined in the Plan) or (ii) accrued but unpaid administrative expenses as of the Effective Date (as defined in the Plan), subject to the DIP Budget;

(g) No Event of Default and no condition which would constitute an Event of Default with the giving of notice or lapse of grace periods or both shall exist;

(h) Representations and warranties shall be true and correct in all material respects (except for representations and warranties which are made as of a specific date, which representations and warranties shall have been true and correct as of such date); *provided*, that any such representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be accurate in all respects;

(i) minimum drawdowns of $1,000,000 and in increments of $500,000 in excess thereof; and

(j) delivery to the DIP Facility Lender of a customary borrowing notice at least five (5) business days prior to the requested borrowing date.

18. ***Representations and Warranties***: The DIP Loan Agreement will contain representations and warranties customary for a transaction of this type, including, without limitation:

(a) Continued effectiveness of the Order;

(b) Use of proceeds in accordance with the DIP Loan Agreement (including the DIP Budget) and the Order; and

(c) Status of the DIP Facility as senior debt entitled to superpriority administrative claim status in the Cases.

19. ***Reporting Covenants:*** The DIP Loan Agreement will contain reporting covenants satisfactory to the DIP Facility Lender and otherwise customary for a transaction of this type, including, without limitation, delivery on the Thursday of each calendar week to the DIP Facility Lender and each of the Non-Debtor Plan Proponents of a

report setting forth in reasonable detail the operating and non-operating disbursements and receipts of the Debtors on the basis of the actual prior week as well as on a cumulative basis.

20. ***Affirmative Covenants:*** The DIP Loan Agreement will contain affirmative covenants customary for a transaction of this type, including, without limitation:

(a) Not later than 30 days after the filing of the DIP Loan Agreement, the Court shall have entered an order (in form and substance reasonably acceptable to the DIP Facility Lender and each of the Non-Debtor Plan Proponents) (the "Order") on an application or motion by the Debtors, which motion shall be in form and substance reasonably satisfactory to the DIP Facility Lender and each of the Non-Debtor Plan Proponents, approving the financing transactions contemplated herein and granting the superpriority claim status and liens referred to above;

(b) Compliance in all respects with the Milestones; and

(c) All cash, revenue and receipts of the Debtors, including proceeds of the DIP Facility and cash collateral, will be used in accordance with the DIP Budget, subject to the variances described in Section 7 of this Term Sheet.

21. ***Negative Covenants:*** The DIP Loan Agreement will contain negative covenants customary for a transaction of this type, including, without limitation, that the Debtors not make (i) any payments on account of any creditor's pre-petition unsecured claims, (ii) payments on account of claims or expenses arising under Section 503(b)(9) of the Bankruptcy Code, or (iii) payments under any management incentive plan or on account of claims or expenses arising under Section 503(c) of the Bankruptcy Code, except, in each case, in amounts and on terms and conditions that (A) are approved by order of the Court and (B) are expressly permitted by the terms of the DIP Loan Agreement and the DIP Budget.

22. ***Events of Default:*** The DIP Loan Agreement will contain Events of Default customary for a transaction of this type, including, without limitation:

(a) Entry of an order granting relief from the automatic stay with respect to any claim against the Debtors' estates in excess of $250,000, other than an order granted in connection with a motion to modify the automatic stay filed to continue a personal injury cause of action to the limits of insurance that is not opposed by the Tort Claimants' Committee (as defined in the Plan) or the Debtors (*see, e.g.* Docket Nos. 756 and 757);

(b) Entry of or application for order appointing a trustee under Section 1104 of the Bankruptcy Code or examiner with enlarged powers under Section 1106(b) of the Bankruptcy Code (by example and not by limitation, the Fee Examiner (as defined in the Plan) appointed in these cases is not an examiner with enlarged powers under Section 1106(b) of the Bankruptcy Code; *see* Docket No. 741);

(c) Entry of an order converting any of the Cases into a chapter 7 case;

(d) Submission by the Debtors of, or entry of an order confirming, a plan of reorganization that does not provide for termination of the DIP Facility and, except as otherwise expressly set forth in Section 6 of this Term Sheet, payment in full in cash of all obligations payable under the DIP Loan Agreement and the related documents on or before the effective date of such plan;

(e) Entry of an order dismissing any of the Cases that does not provide for termination of the DIP Facility and, except as otherwise expressly set forth in Section 6 of this Term Sheet, payment in full in cash of all obligations under the DIP Loan Agreement and the related documents;

(f) Entry of an order to (i) revoke, reverse, stay, modify, supplement or amend the Order other than modifications, amendments and supplements that are approved by the DIP Facility Lender (such approval not to be unreasonably withheld, conditioned or delayed), (ii) permit any administrative expense or claim to have administrative priority as to the DIP Borrower or any DIP Guarantor equal or superior to the priority of the DIP Facility Lender in respect of the DIP Facility, other than claims secured by Permitted Liens, Additional Permitted Liens, ITC Stipulated Claims and the Carve-out, or (iii) grant or permit the grant of liens on the DIP Collateral other than as permitted by the DIP Loan Agreement and the related documents, including, but not limited to, the Order;

(g) Failure by the Court to enter the Order within 30 days after the DIP Filing Date;

(h) The Court shall enter an order granting any motion to sell all or a substantial part of the Collateral on terms that are not acceptable to the DIP Facility Lender in its reasonable discretion (excluding the *Order (I) (A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (II) Granting Related Relief* [Docket No. 1950] or any subsequent sale order entered in connection with the sale process described therein);

(i) Without the consent of the DIP Facility Lender, the DIP Borrower or any DIP Guarantor shall discontinue or suspend all or any material part of its business operations or commence an orderly wind-down or liquidation of any material part of the DIP Collateral, except as contemplated by or resulting from the sale of all or a substantial part of the Collateral approved by an order entered by the Court;

(j) Failure to adhere to the DIP Budget (subject to a variance therefrom as described in Section 7 above); and

(k) Failure to comply with any of the Milestones.

23. ***Proceeds of Subsequent Financing:*** If at any time prior to the repayment in full or other discharge of all obligations arising under the DIP Facility, any Debtor, any trustee, any examiner with enlarged powers or any responsible officer subsequently appointed, shall obtain credit or incur debt in violation of the terms of the Order, then all of the cash proceeds derived from such creditor debt shall immediately be turned over to the DIP Facility Lender for the reduction of the DIP Facility.

24. ***Other Terms:*** The DIP Loan Agreement will provide additional terms that are usual and customary for a transaction of this type, including, without limitation, reimbursement by the DIP Borrower of the DIP Facility Lender's reasonable and documented out-of-pocket costs and expenses and customary indemnification and set-off provisions.

25. ***Governing Law:*** The DIP Facility and all documentation in connection with the DIP Facility shall be governed by the laws of the State of New York applicable to agreements made and performed in such state, except as governed by the Bankruptcy Code.

26. ***Counsel to the DIP Facility Lender:*** Hughes Hubbard & Reed LLP

27. ***Counsel to the DIP Borrower and DIP Guarantors:*** Latham & Watkins LLP

EXHIBIT A

Chapter 11 Milestones

Chapter 11 Milestone	**Specified Deadline**
1. Filing with the Court of the motion to approve the DIP Loan Agreement and such other papers as may be approved or requested by the DIP Facility Lenders, all of which shall be in form and substance acceptable to the DIP Facility Lender.	No later than November 1, 2020 (the "DIP Filing Date").
2. Entry by the Court of an order approving the motion for entry of an *Order (I) Approving Disclosure Statement and Form and Manner of Notice of Hearing Thereon, (II) Establishing Solicitation Procedures, (III) Approving Form and Manner of Notice to Attorneys and Certified Plan Solicitation Directive, (IV) Approving Form Of Ballots, (V) Approving Form, Manner, and Scope of Confirmation Notices, (VI) Establishing Certain Deadlines in Connection With Approval of Disclosure Statement and Confirmation of Plan, and (VII) Granting Related Relief* [Docket No. ●].	No later than December 10, 2020.
3. Entry by the Court of the Order.	No later than thirty (30) days following the DIP Filing Date.
4. Hearing to confirm the Plan commenced.	No later than April 1, 2021.
5. Entry of an order by the Court confirming the Plan.	No later than May 1, 2021.
6. Consummation of the Plan.	No later than May 31, 2021.

TAB C

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This is
EXHIBIT "C"
to the Affidavit of
ANTHONY WILSON
Sworn October October 29, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

DocuSign Envelope ID: 557B9626-21A0-4272-A7E5-63A3C88A27CF

Court File No. CV-19-614614-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "DEBTORS")

APPLICATION OF IMERYS TALC CANADA INC., UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

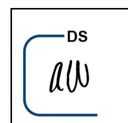
AFFIDAVIT OF ANTHONY WILSON
(Sworn June 29, 2020)

I, Anthony Wilson, of the City of San Jose, in the State of California, United States of America (the "**US**"), MAKE OATH AND SAY:

1. I am the Treasurer and Director of Finance of Imerys Talc America, Inc. ("**ITA**"), Imerys Talc Vermont, Inc. ("**ITV**"), and Imerys Talc Canada Inc. ("**ITC**", and together with ITA and ITV, the "**Debtors**"). I began working with the Imerys Group (as defined below) in 2012, and have served in various roles, including as Vice President of the Debtors before appointment to my current role. I have served as Treasurer for each of the Debtors since July 1, 2019. I am authorized to submit this Affidavit on behalf of the Debtors.

2. In my role as Treasurer and Director of Finance, I am responsible for overseeing the day-to-day operations and financial activities of the Debtors, including, but not limited to, monitoring cash flow, business relationships, and financial planning. As a result of my role and tenure with the Debtors, my review of public and non-public documents, and my discussions with other members of the Debtors' management team, I either have personal knowledge or am generally familiar with the Debtors' businesses, financial condition, policies, and procedures, day-to-day operations, and books and records. Except as otherwise noted, I have personal knowledge of the matters set forth herein or have gained knowledge of such matters from the Debtors' employees or retained advisers that report to me in the ordinary course of my responsibilities.

Deponent's Initials



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3. I swear this affidavit in support of ITC's motion pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"), for an order granting certain relief, including recognizing the Bidding Procedures Order and the PJT Order (as such terms are defined below) in respect of the jointly administered proceeding of the Debtors under title 11 of the *United States Code* (the "**US Bankruptcy Code**").

4. All capitalized terms not otherwise defined herein are as defined in the proposed *Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1714] (the "**Plan**"), or the previous affidavits filed with the Court including the First Picard Affidavit sworn February 15, 2019, the Second Picard Affidavit sworn March 28, 2019, the Third Picard Affidavit sworn May 15, 2019, the First Wilson Affidavit sworn July 31, 2019, the Second Wilson Affidavit sworn October 22, 2019, the Third Wilson Affidavit sworn November 26, 2019, and the Fourth Wilson Affidavit sworn March 27, 2020.

I. OVERVIEW

5. The Debtors are three debtors-in-possession in the Chapter 11 Cases (as defined below) commenced before the United States Bankruptcy Court for the District of Delaware (the "**US Court**").

6. The Debtors are in the business of mining, processing, selling, and/or distributing talc. The Debtors operate talc mines, plants, and distribution facilities in Montana, Vermont, Texas and Ontario. ITA and ITV sell talc directly to their customers as well as to third party and affiliate distributors. ITC exports the vast majority of its talc into the United States almost entirely on a direct basis to its customers.

7. The Debtors are directly or indirectly owned by Imerys S.A. ("**Imerys**"). Imerys is a French corporation that is the direct or indirect parent entity of over 360 affiliated entities (the "**Imerys Group**"). The Debtors were acquired by the Imerys Group in 2011 when Rio Tinto America, Inc. and certain affiliates sold their talc operations to the Imerys Group. Currently, none of the other entities in the Imerys Group have sought protection under the US Bankruptcy Code or any other insolvency law.

8. On February 13, 2019 (the "**Petition Date**"), the Debtors filed voluntary petitions (collectively, the "**Petitions**" and each a "**Petition**") for relief under chapter 11 of the US

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Bankruptcy Code (the "**Chapter 11 Cases**") with the US Court (the "**US Proceeding**"). The Debtors initiated the Petitions in response to a proliferation of lawsuits claiming that one or more of the Debtors were responsible for personal injuries allegedly caused by exposure to talc (each claim, as more fully defined in the Plan, a "**Talc Personal Injury Claim**"). At the time of the Petition Date, the Debtors were named as defendants in approximately 14,650 pending lawsuits.

9. The Debtors maintain that their talc is safe and that the Talc Personal Injury Claims are without merit. Nevertheless, the sheer number of alleged talc-related claims combined with the state of the U.S. tort system led to overwhelming projected litigation costs (net of insurance) that the Debtors were unable to sustain over the long-term, leading to the need for the Petitions to protect the Debtors' estates and preserve value for all stakeholders.

10. On February 14, 2019, the US Court entered various orders in the US Proceeding (the "**First Day Orders**"), including an order authorizing ITC to act as foreign representative on behalf of the Debtors' estates in any judicial or other proceedings in Canada and an order placing the Chapter 11 Cases under joint administration in the US Proceeding. Since February 14, 2019, the US Court has made various orders that are described in greater detail in prior affidavits filed by the Debtors in this proceeding.

11. On February 20, 2019, this Court made an initial recognition order declaring ITC the foreign representative as defined in section 45 of the CCAA and a supplemental order recognizing the First Day Orders and appointing Richter Advisory Group Inc. as the Information Officer.

II. GENERAL INFORMATION ON THE IMERYS GROUP AND THE CHAPTER 11 CASES AND THE CCAA PROCEEDINGS

(a) The Debtors' Assets and Liabilities

12. As detailed in the Disclosure Statement (defined below), the Debtors' assets as of March 31, 2020, primarily consist of:

    a) cash on hand (in the approximate amount of $19.8 million) and accounts receivable (approximately $22.9 million);

Deponent's Initials [DS: AW]

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b) intercompany loans: ITA has an outstanding loan receivable from Imerys USA in the approximate amount of $17 million, and ITV has an outstanding loan receivable from Imerys USA in the approximate amount of $3 million. ITC holds an outstanding loan due and payable from Imerys in the approximate amount of $2.7 million;

c) insurance assets and indemnification rights: the Debtors estimate that the amount of the aggregate insurance available is material, but the realizable value of such coverage is subject to any number of factors, including, without limitation, the solvency of the insurers and the outcome of existing and any future coverage disputes. In addition, the Debtors believe that Talc Personal Injury Claims related to the Debtors' sale of talc to J&J are subject to uncapped indemnity rights against J&J under certain stock purchase and supply agreements.

d) other assets, including inventory (approximately $27.6 million), machinery and equipment (approximately $37.5 million), mining assets (approximately $13 million), and land and buildings (approximately $5.5 million).

13. The Debtors' most significant liabilities are the numerous Talc Personal Injury Claims asserted against them, which the Debtors maintain are without medical or scientific merit. As of the Petition Date, approximately 14,650 claims were still pending.

14. The Debtors are not party to any secured financing arrangements, public debt offerings or any third-party credit facilities and have instead relied on positive cash flows generated by their operations to run their businesses and fund the Chapter 11 Cases. The Debtors did not seek debtor-in-possession financing during the Chapter 11 Cases.

(b) US Court Orders

15. The Debtors have been actively pursuing their restructuring efforts in the United States. Since my last affidavit sworn March 27, 2020, the US Court has entered the following orders:

a) *Second Amended Order Appointing Mediator*, filed on March 30, 2020 [Docket No. 1591]. This order amended previous orders that, among other things, appointed a mediator and established mediation procedures;

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b) *Order Approving Ordinary Course Year-End Bonus Payments for Certain Employees Under Sections 105(a), 363 and 503 of the Bankruptcy Code*, entered on April 9, 2020 [Docket No. 1617]. This order, among other things, approved ordinary course year-end bonus payments to certain employees of the Debtors pursuant to the Imerys Annual Incentive Plan;

c) *Order Further Extending Debtors' Current Exclusive Periods Within Which to File a Chapter 11 Plan and to Solicit Acceptances Thereof*, entered on May 5, 2020 [Docket No. 1694]. This order, among other things, extended the exclusive period in which the Debtors are eligible to file a chapter 11 plan through and including June 5, 2020;

d) *Order Approving Debtors' Revised Key Employee Incentive Program*, entered on June 1, 2020 [Docket No. 1787]. This order, among other things, authorized the implementation of a revised key employee incentive program and approved the terms thereof; and

e) *Order Further Extending Debtors' Current Exclusive Periods Within Which to File a Chapter 11 Plan and to Solicit Acceptances Thereof*, entered on June 26, 2020 [Docket No. 1942]. This order, among other things, further extended the exclusive period in which the Debtors are eligible to file a chapter 11 plan through and including August 13, 2020.

16. At this time, the Debtors are not seeking to recognize any of the above-mentioned orders.

(c) Claims Process Update

17. On August 7, 2019, this Court recognized the Bar Date Order which established October 15, 2019 as the date by which all persons or entities that wish to assert a claim against the Debtors that arose prior to the Petition Date but excluding any "Talc Claims" (as defined in the General Bar Date Order) (a "**General Claim**") had to file a proof of claim in accordance with the procedures and subject to the limitations described therein.

18. On December 3, 2019, this Court recognized the Indirect Talc Claims Bar Date Order (as defined in my affidavit sworn November 26, 2019), which authorized the Debtors to establish January 9, 2020 as the date by which all persons or entities that wish to assert

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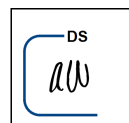

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Indirect Talc Claims (as defined in the Talc Claims Bar Date Order) against the Debtors had to file a proof of claim in accordance with the procedures and subject to the limitations described therein. The Indirect Claims Bar Date applies to all creditors holding Indirect Talc Claims against the Debtors that arose, or are deemed to have arisen, prior to the Petition Date, except as provided in the Indirect Talc Claims Bar Date Order.

19. On February 28, 2020, the Debtors filed their first omnibus (non-substantive) objection to certain amended claims and duplicative claims (the "**First Claim Objection**"). The First Claim Objection sought authority to disallow, expunge, and/or modify the amended claims and duplicative claims identified in the First Claim Objection. The amended claims were claims that have been amended and superseded by subsequently-filed proofs of claim. The duplicative claims were claims believed to have been erroneously filed twice in the same amount against the same Debtor. Failure to disallow such claims would entitle claimants to receive a double recovery against the Debtors to the detriment of other unsecured creditors. An order approving the First Claim Objection was entered by the U.S. Court on April 8, 2020.

20. On May 29, 2020, the Debtors filed their second omnibus (substantive) objection to certain no liability claims and overstated claims (the "**Second Claim Objection**"). The Second Claim Objection sought authority to disallow and/or modify certain claims identified in the Second Claim Objection. The no liability claims were claims where the Debtors determined that there is no amount due and owing on account of such claims. The overstated claims were claims where the Debtors determined that the claims were filed for amounts that differ from and are greater than the amounts reflected in their books and records. Failure to disallow or modify such claims would entitle claimants to receive recovery against the Debtors even though these claimants are not entitled to such recovery.

21. On May 29, 2020, the Debtors also filed their third omnibus (non-substantive) objection to amended claims (the "**Third Claim Objection**"). The Third Claim Objection sought authority to disallow, expunge, and/or modify the amended claims identified in the Third Claim Objection. The amended claims were claims that have been amended and superseded by subsequently-filed proofs of claim. Failure to disallow such claims would entitle claimants to receive a double recovery against the Debtors to the detriment of other unsecured creditors.

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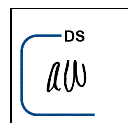

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22. On the same date, the Debtors filed a motion (the "**Classification Motion**") seeking (i) confirmation of the classification of certain claims filed in the US Proceeding identified on Schedule 1 to the motion as Talc Personal Injury Claims under the Plan and (ii) authorization to expunge such Filed Talc Claims (as defined in the Classification Motion) from the claims register upon the Effective Date of the Plan.

23. The Debtors continue to review and analyze the proofs of claim filed to date and reconcile these proofs of claim with the Debtors' scheduled claims. To this end, the Debtors (or their reorganized successors, as applicable), have filed and will file objections and seek stipulations with respect to certain claims. Moreover, certain parties may attempt to file additional claims notwithstanding the passage of the General Bar Date and the Indirect Talc Claim Bar Date and seek allowance of such claims by the US Court. In addition, certain existing claims may be amended to seek increased amounts. Accordingly, the Debtors do not presently know and cannot reasonably determine the actual number and aggregate amount of the Claims that will ultimately be allowed against the Debtors.

24. All Allowed Non-Talc Claims other than Non-Debtor Intercompany Claims are expected to be paid in full under the Plan.

25. The Plan contemplates that all Talc Personal Injury Claims will be channelled to the Talc Personal Injury Trust (as defined below), where they will be resolved pursuant to the Trust Distribution Procedures. If the Plan is consummated, holders of Talc Personal Injury Claims will be enjoined from taking any action for the purpose of directly or indirectly or derivatively collecting, recovering, or receiving payment of, on, or with respect to any Talc Personal Injury Claim other than from the Talc Personal Injury Trust.

(d) Stipulation Order

26. On April 1, 2020, this Court recognized the ITC Stipulation. The effect of the ITC Stipulation was to alleviate ITA's potential liquidity constraints, which were caused by ITA bearing the full costs of the Non-Debtor Professional Fees (as defined in the ITC Stipulation). The ITC Stipulation directed ITC, which benefits from ITA's payment of the Non-Debtor Professional Fees, to make certain payments to ITA.

27. On account of these payments, ITC has been granted claims with superpriority status against ITA; *provided* that in the event the proposed Plan is confirmed, such superpriority

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claims shall be deemed satisfied in full without any payment required from ITA. Under the ITC Stipulation, ITA, ITC and the Information Officer have reserved all rights as to ITC's obligations to reimburse ITA on account of its payment of administrative expense claims.

III. THE PLAN & DISCLOSURE STATEMENT

(a) Background

28. The Debtors' stated purpose of the Chapter 11 Cases is to confirm a plan of reorganization that will maximize the value of the Debtors' assets for the benefit of all stakeholders and, include a trust mechanism to address Talc Personal Injury Claims in a fair and equitable manner.

29. The Debtors entered into extensive discussions regarding a potential plan of reorganization with the official committee of tort claimants in the Debtors' Chapter 11 Cases appointed by the United States Trustee ("**Tort Claimants' Committee**") and James L. Patton in his capacity as the legal representative for any and all persons who may assert a Talc Personal Injury Demand (the "**FCR**") following the Petition Date. As discussions matured, they focused on the development of a comprehensive settlement (the "**Imerys Settlement**") by and among the Tort Claimants' Committee, the FCR, the Debtors, Imerys, Imerys Talc Italy S.p.A. ("**ITI**") and the Non-Debtor Affiliates (the "**Plan Proponents**").

30. The Imerys Settlement, which is effectuated by the terms of the Plan, is the lynchpin of the Plan, paving the way for a consensual resolution of the Chapter 11 Cases and these CCAA proceedings. The Imerys Settlement secures a recovery for the benefit of the Debtors' creditors, additional valuable assets that will be provided to the Talc Personal Injury Trust, and a possibility for additional cash recovery by virtue of a potential sale of the Debtors' assets.

(b) The Plan

31. The Plan was filed with the US Court on May 15, 2020 [Docket No. 1714]. A copy of the Plan is attached as **Exhibit "A"** to this affidavit.

32. Along with the Plan, the Debtors also filed with the US Court on May 15, 2020 the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1715]

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(the "**Disclosure Statement**"). A copy of the Disclosure Statement is attached as **Exhibit "B"** to this affidavit.

33. The Disclosure Statement is intended to provide stakeholders with adequate information to make an informed judgment about the Plan and determine whether to vote in favour of or against the Plan. Among other things, the Disclosure Statement contains an overview of the Plan and a description of the various classes eligible to vote, the Debtors' operations, and the US Proceeding.

34. The Debtors have scheduled a hearing with the US Court on July 24, 2020 seeking an order, among other things, approving the Disclosure Statement and establishing the solicitation procedures for the Plan.

Overview of the Plan

35. The primary purpose of the Plan is to provide a mechanism to resolve the Talc Personal Injury Claims against the Debtors and the other Protected Parties pursuant to sections 524(g) and 105(a) of the US Bankruptcy Code. Specifically, under the terms of the Plan, all Talc Personal Injury Claims will be channelled by permanent injunction to a trust (the "**Talc Personal Injury Trust**") established under sections 524(g) and 105(a) of the US Bankruptcy Code.

36. Non-Talc Claims and Equity Interests other than Non-Debtor Intercompany Claims and Equity Interests in the North American Debtors, are Unimpaired and will be paid in full. On the other hand, Non-Debtor Intercompany Claims and Equity Interests in the North American Debtors are Impaired and will receive no recovery pursuant to the Plan. Notwithstanding, holders of such Claims and Equity Interests are presumed to have accepted the Plan because all holders of Claims and Equity Interests in these Classes are Plan Proponents and have consented to their treatment under the Plan.

37. In addition, the Plan contemplates that ITI (currently a non-debtor) will file a Petition in the US Proceeding if the Plan is accepted by the requisite number of holders of Talc Personal Injury Claims. Accordingly, if approved, the Plan will provide for the permanent settlement of Talc Personal Injury Claims against ITI with the Talc Personal Injury Claims against the North American Debtors. Holders of Equity Interests in and Claims against ITI (other than

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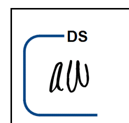

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holders of Talc Personal Injury Claims and Non-Debtor Intercompany Claims) will be Unimpaired.

38. In an effort to fully resolve the Talc Personal Injury Claims in a consensual manner, the Plan incorporates the Imerys Settlement. In accordance with the Imerys Settlement, the Plan contemplates, among other things, the following steps:

a) the Debtors will commence a sale process to sell substantially all assets of the Debtors (the "**Sale**") to one or more purchaser(s);

b) in the event the Plan is accepted by the requisite number of holders of Talc Personal Injury Claims, ITI (an affiliate of the Debtors that is not currently in bankruptcy, but has been named as a defendant in at least eight lawsuits alleging Talc Personal Injury Claims) will commence a chapter 11 bankruptcy proceeding to be jointly administered (subject to US Court approval) with the Chapter 11 Cases prior to the Confirmation Hearing;

c) the Equity Interests in the North American Debtors will be cancelled, and on the Effective Date, Equity Interests in the Reorganized North American Debtors will be authorized and issued to the Talc Personal Injury Trust; and

d) the Equity Interests in ITI will be reinstated following the Effective Date, with approximately 99.66% of such Equity Interests to be retained by Mircal Italia S.p.A., a Non-Debtor Affiliate, while 51% of the Equity Interests in Reorganized ITI will serve as security for the Talc PI Note (in the amount of US$500,000) pursuant to the Talc PI Pledge Agreement.

39. Additionally, pursuant to the Imerys Settlement, Imerys has agreed to make, or cause to be made, a contribution of cash and other assets to the Talc Personal Injury Trust to obtain the benefit of certain releases and a permanent channelling injunction that bars the pursuit of Talc Personal Injury Claims against the Protected Parties. Imerys' contribution will include, among other things, a cash contribution of at least $75 million, and a further amount of up to $102.5 million, subject to a reduction mechanism based on the amount of money generated from the Sale.

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40. On the Effective Date, the Talc Personal Injury Trust will receive the Talc Personal Injury Trust Assets (such assets include but are not limited to the Imerys Settlement Funds, insurance proceeds from specified insurance policies, and certain causes of action). The Talc Personal Injury Trust Assets will be used to resolve Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Documents, including the Trust Distribution Procedures. It is contemplated that the Trust Distribution Procedures will establish a methodology for resolution of Talc Personal Injury Claims, establish the process by which Talc Personal Injury Claims will be reviewed by the Talc Personal Injury Trust, and specify liquidated values for compensable claims based on the disease underlying the claim.

41. The Tort Claimants' Committee, FCR and Imerys S.A. and its affiliates all support the Plan.

Creditor Classes

42. There are seven Classes of claims and Equity Interests under the Plan. Each of these Classes and their proposed treatment under the Plan are summarized in the following table. Where a Class is Unimpaired, it is presumed to accept the Plan and is therefore not eligible to vote. Unimpaired claims will be paid in full.

Class	Class Description[1]	Treatment
Class 1 Priority Non-Tax Claims	Certain claims entitled to priority pursuant to section 507(a) of the US Bankruptcy Code	Unimpaired
Class 2 Secured Claims	Includes claims secured by a Lien on property in which a particular Estate has an interest, claims subject to setoff pursuant to section 553 of the US Bankruptcy Code, and claims allowed as secured pursuant to the Plan or any Final Order as a secured Claim	Unimpaired
Class 3a Unsecured Claims against the North American Debtors	Includes certain claims against the North American Debtors that are not an Administrative Claim, a Priority Non-Tax Claim, a Priority Tax Claim, a Secured Claim, a Talc Personal Injury Claim, or an Intercompany Claim	Unimpaired
Class 3b Unsecured Claims against ITI	Includes certain Claim against ITI that are not an Administrative Claim, a Priority Non-Tax Claim, a Priority Tax Claim, a Secured Claim, a Talc Personal Injury Claim, or an Intercompany Claim	Unimpaired
Class 4 Talc Personal Injury Claims	Includes all Talc Personal Injury Claims	Impaired (eligible to vote to accept or reject the Plan)

[1] These descriptions are neither comprehensive nor complete. For the proper definitions of each class, please refer to the Plan.

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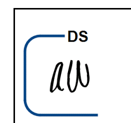

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Class 5a Non-Debtor Intercompany Claims	Includes any claim held against a Debtor by Imerys S.A. or a Non-Debtor Affiliate, subject to certain exceptions	Impaired (but a Plan Proponent and therefore presumed to accept the Plan)
Class 5b Debtor Intercompany Claims	Any claim held by a Debtor against another Debtor	Unimpaired
Class 6 Equity Interests in the North American Debtors	Outstanding shares of the Debtors	Impaired (but a Plan Proponent and therefore presumed to accept the Plan)
Class 7 Equity Interests in ITI	Outstanding shares of Imerys Talc Italy S.p.A.	Unimpaired

43. The Debtors believe that the proposed creditor classification is appropriate in the circumstances.

Sale of Assets

44. The Imerys Settlement contemplates that the Debtors will initiate a sale process for substantially all of their assets pursuant to section 363 of the US Bankruptcy Code. The Sale contemplated under the Imerys Settlement is a critical component of the Plan and is intended to make available additional funding for the benefit of the Debtors' Estates, and, ultimately, the Talc Personal Injury Trust. The Debtors are optimistic that they will receive competitive bids for their assets.

45. To this end, on May 15, 2020, the Debtors filed a motion (the "**Sale Motion**") seeking a US Court order (i) authorizing and approving bidding procedures for the sale of all or substantially all of the Debtors' assets (the "**Bidding Procedures**");[2] (ii) establishing procedures for the assumption and assignment of certain executory contracts and unexpired leases; (iii) establishing procedures in connection with the selection of a Stalking Horse Bidder (as defined in the Sale Motion), if any, and related protections; and (iv) approving the sale of assets free and clear of all Interests (as defined in the Sale Motion) pursuant to an asset purchase agreement.

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[2] For the avoidance of doubt, the Sale will not include any assets of ITI, even if it becomes a Debtor in the US Proceeding.

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46. The Debtors filed revised Sale Motion materials on June 26, 2020.

47. The Plan contemplates that 100% of the Sale Proceeds will be contributed to the Talc Personal Injury Trust.

48. A proposed timeline of certain key dates related to the sale process are as follow:

Event	Proposed Date
Deadline to serve Bidding Procedures Order on Transaction Notice Parties	Within three calendar days of entry of Bidding Procedures Order
Indication of Interest Deadline	July 17, 2020 at 4:00 p.m. (ET)
Deadline to select Potential Bidders	July 24, 2020 at 4:00 p.m. (ET)
Deadline to select Stalking Horse Bidder, if any	August 28, 2020 at 4:00 p.m. (ET)
Stalking Horse Objection Deadline, if any Stalking Horse Notice is filed	Within fourteen calendar days from the filing of a Stalking Horse Notice
Bid Deadline	September 24, 2020 at 4:00 p.m. (ET)
Auction (if necessary)	September 29, 2020 at 10:00 a.m. (ET)
Deadline to file and serve notice of the Successful Bidder and amount of the Successful Bid	12:00 p.m. (ET) the calendar day after the Auction is completed
Sale Objection Deadline	October 7, 2020 at 4:00 p.m. (ET)
Sale Hearing	October 14, 2020 at 10:00 a.m. (ET)
Hearing in Canadian Proceeding to recognize the Sale Order	Within 14 Business Days from entry of the Sale Order

49. The Bidding Procedures for the Sale of all or substantially all of the Debtors' assets set forth a process by which one or more stalking horse bidders may be selected. At present, the Debtors do not have a stalking horse bidder. The Bidding Procedures also establish a framework related to the submission of bids for the Debtors' assets and how an auction to sell the Debtors' assets will be conducted.

50. For the avoidance of doubt, Imerys and the Non-Debtor Affiliates are not prohibited from participating in the Sale but will not be designated as stalking horse bidders or entitled to any bid protections.

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51. The Bidding Procedures were developed in consultation with, among others. the Tort Claimants' Committee, the FCR, and the Information Officer.

52. The Sale contemplates that the Debtors' assets will be sold free and clear of all liens, claims, encumbrances, and other interests to the maximum extent permitted by section 363 of the US Bankruptcy Code, with such interests to attach to the proceeds of the Sale.

(c) The Plan and its Impact on Canadian Stakeholders

53. The Plan contemplates that Canadian-based creditors will be treated in the same manner as the US-based creditors. Canadian creditors (other than those with claims in Classes 4 (Talc Personal Injury Claims) and 5a (Non-Debtor Intercompany Claims), and equity interests in Class 6 (Equity Interests in the North American Debtors)) are Unimpaired and their claims will be satisfied in full. Canadian creditors with claims in Classes 5a and 6 have consented to their treatment under the Plan (as Plan Proponents), and any Canadian creditors with claims in Class 4 (Talc Personal Injury Claims) will be treated in the same way as US-based creditors that have claims in Class 4.

54. The Sale contemplates the sale of substantially all of the assets of the Debtors, including ITC. As detailed in the affidavit of Alexandra Picard sworn February 14, 2019, ITC's assets include:

a) a talc mine in Timmins, Ontario. The City of Timmins owns the majority of the surface rights to this land, but ITC owns a small parcel of land where ITC has a central office building and a small micronizing mill;

b) a land lease, aggregate permit and a patent mine holding in Penhorwood, Ontario;

c) a leased distribution centre in Foleyet, Ontario; and

d) a warehouse in Mississauga, Ontario.

55. The Bidding Procedures contemplate that the Canadian assets could be sold separately or together with other sale assets.

56. It is a condition precedent to the Effective Date of the Plan that (i) the order of the US Court approving the Sale be recognized by this Court; and (ii) this Court enter an order recognizing the order of the US Court confirming the Plan in its entirety and ordering that

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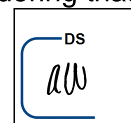

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said order and the Plan to be implemented and effective in Canada in accordance with their terms.

IV. OVERVIEW OF THE FOREIGN ORDERS SOUGHT TO BE RECOGNIZED

(a) Bidding Procedures Order

57. As discussed above, to facilitate the Sale, the Debtors filed the Sale Motion seeking:

a) the entry of an order (the "**Bidding Procedures Order**"), *inter alia*:

i. authorizing and approving the Bidding Procedures;

ii. establishing procedures for the assumption and assignment of executory contracts and unexpired leases and the determination of the Cure Amounts (as defined in the Bidding Procedures Order);

iii. establishing procedures in connection with the selection of a Stalking Horse Bidder (as defined in the Bidding Procedures Order), if any, and protections to be afforded thereto;

iv. scheduling an auction of the Assets;

v. scheduling a hearing to consider approval of any Sale;

vi. approving the form and manner of notice of all procedures, protections, schedules, and agreements; and

vii. granting related relief;

b) the entry of an order (the "**Sale Order**"), *inter alia*:

i. approving the sale of the Assets free and clear of all liens, claims, encumbrances, and other interests to the winning bidder (the "**Successful Bidder**") pursuant to a purchase agreement to be executed by the Successful Bidder;

ii. authorizing the assumption and assignment of certain contracts; and

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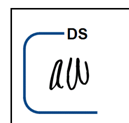

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iii. granting related relief.

58. The US Court is anticipated to enter the Bidding Procedures Order on June 30, 2020. A copy of the draft Bidding Procedures Order is attached as **Exhibit "C"** to this affidavit. The issued and entered Bidding Procedures Order will be filed as part of a supplemental affidavit.

59. The Debtors anticipate that a hearing to approve the Sale Order will be heard on October 14, 2020.

60. The sale process contemplated in the Bidding Procedures Order is comprised of two phases, which are intended to create a sufficiently competitive environment in order to attract the highest and/or best bid for the Debtors' assets:

a) the first phase includes a robust marketing effort, with outreach to various potential bidders and an initial diligence process. The Debtors believe that interested parties will have ample time to evaluate the Debtors' businesses and submit indications of interest by the proposed deadline of July 17, 2020;

b) in the second phase, and following the identification of potential bidders, participants will finalize outstanding diligence, secure acquisition financing as needed, and have the opportunity to submit a binding offer by the anticipated deadline of September 24, 2020; and

c) finally, if two or more bids are received by the deadline on September 24, 2020, the Debtors will conduct an auction to determine the highest or otherwise best bid for the assets.

61. The Debtors are optimistic that they will receive competitive bids for their assets at the Auction utilizing the sale process contemplated in the Bidding Procedures and submit that the sale process has been structured to maximize bidder interest in the Assets. The Debtors are seeking the relief requested in this Motion to ensure that they have the necessary flexibility to run a value-maximizing sale process.

62. The Bidding Procedures Order was developed in consultation with, among others. the Tort Claimants' Committee, the FCR, and the Information Officer.

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(b) PJT Order

63. The Debtors are seeking the recognition of the *Order (i) Authorizing Employment and Retention of PJT Partners LP as Investment Banker Nunc Pro Tunc to November 7, 2019 and (ii) Waiving Certain Informational Requirements in Connection Therewith* [Docket No. 1493] (the "**PJT Order**").

64. The US Court entered the PJT Order on February 25, 2020. A copy of the PJT Order is attached as **Exhibit "D"** to this affidavit.

65. The PJT Order, among other things, authorizes the Debtors to employ and retain PJT Partners LP ("**PJT**") as their investment banker, *nunc pro tunc* to November 7, 2019. PJT is a leading advisor to companies and creditors in a variety of complex restructurings and bankruptcies.

66. PJT was initially retained by the Debtors on or around November 7, 2019 to assist the Debtors with their evaluation of a potential sale, merger, or other disposition of all or a portion of their assets.

67. Since its engagement, PJT has been assisting the Debtors in, among other things, (i) preparing marketing materials in conjunction with a sale; (ii) identifying potential buyers or parties in interest to a sale; (iii) coordinating the due diligence process related to a sale; and (iv) defining the terms, conditions, and impact of any sale.

68. With the approval of the Bidding Procedures Order, PJT is now in the process of implementing a sales process.

69. The services that PJT has provided and will continue to provide to the Debtors are necessary to enable the Debtors to maximize the value of their estates.

V. CONCLUSION

70. I believe that the relief sought in this motion (a) in the best interests of the Debtors and their estates and (b) constitutes a critical element in the Debtors being able to successfully maximize value for the benefit of their estates and, ultimately, successfully emerge from the Chapter 11 Cases.

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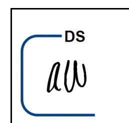

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I confirm that while connected via video technology, Anthony Wilson showed me his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I confirm that I have reviewed each page of this affidavit with Anthony Wilson and verify that the pages are identical.

Affirmed before me by video conference from the City of San Jose, in the State of California, United States of America, to the Community of Eugenia (Grey County), Ontario, on June 29, 2020.

DocuSigned by:
Nicholas Avis
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Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

DocuSigned by:
Anthony Wilson
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ANTHONY WILSON

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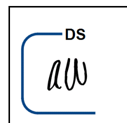

TAB D

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This is
EXHIBIT “D”
to the Affidavit of
ANTHONY WILSON
Sworn October 29, 2020

DocuSigned by:
Nicholas Avis
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Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
IMERYS TALC AMERICA, INC., *et al.*,[1]	:	Case No. 19-10289 (LSS)
Debtors.	:	(Jointly Administered)
	:	**Ref. Docket Nos. 1718, 1950, 2330 & 2433**

ORDER (I) APPROVING THE DEBTORS' DESIGNATION OF MAGRIS RESOURCES CANADA INC. AS STALKING HORSE BIDDER AND RELATED BID PROTECTIONS AND (II) GRANTING RELATED RELIEF

In accordance with the *Order (I)(A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (II) Granting Related Relief* [Docket No. 1950] (as modified by the *Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2039], the *Second Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2189], and the *Third Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2329] (collectively, the "**Notices of Modified Dates**"), and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Bidding Procedures Order**");[2] and

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Imerys Talc America, Inc. (6358), Imerys Talc Vermont, Inc. (9050), and Imerys Talc Canada Inc. (6748). The Debtors' address is 100 Mansell Court East, Suite 300, Roswell, Georgia 30076.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order, or if not defined therein, then in the Stalking Horse Agreement (as defined herein), unless the context otherwise requires.

upon consideration of the *Notice of (I) Designation of Stalking Horse Bidder, (II) Filing of Stalking Horse Agreement and Proposed Sale Order and (III) Request for Approval of Bid Protections* [Docket No. 2330] (the "**Stalking Horse Notice**") filed by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**"), and the relevant terms and conditions of that certain Asset Purchase Agreement, dated as of October 13, 2020 (the "**Stalking Horse Agreement**"), among the Debtors and Magris Resources Canada Inc. (the "**Stalking Horse Bidder**"), attached as Exhibit A to the Stalking Horse Notice; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief granted herein is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that notice of the Stalking Horse Notice was appropriate and no other notice need be provided; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. Statutory Predicates. The predicates for the relief granted herein are sections 105, 363, 503, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014.

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Notice of Order. The Stalking Horse Notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of, and an opportunity to object to, the Debtors' entry into the Stalking Horse Agreement, including the Break-Up Fee, the Expense Reimbursement, and the Initial Minimum Overbid (as defined below) (collectively, the "**Bid Protections**") contemplated thereby, and provided a fair and reasonable opportunity for parties in interest to object, and to be heard, with respect to the proposed entry of this Order, and was provided in accordance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the applicable Local Rules, and the Bidding Procedures Order. Accordingly, no other or further notice with respect to such matters is necessary or shall be required.

C. Designation of Stalking Horse Bidder. Pursuant to the Bidding Procedures Order, the Debtors are authorized to, after consultation with the Consultation Parties and with the consent of the TCC and the FCR, select and designate one or more Potential Bidders to act as stalking horse bidder for up to substantially all of the Debtors' Assets, and agree to provide certain bid protections to such stalking horse bidder, subject to approval of this Court.

D. Bid Protections. The Bid Protections, as set forth in the Stalking Horse Agreement, are: (1) commensurate to the real and substantial benefits conferred upon the Debtors' estates by the Stalking Horse Bidder; (2) reasonable and appropriate in light of the size and nature of the proposed sale contemplated by the Stalking Horse Agreement, the commitments that have been made by the Stalking Horse Bidder, and the efforts that have been and will be expended by the Stalking Horse Bidder; and (3) necessary to induce the Stalking Horse Bidder to continue to pursue such sale and continue to be bound by the Stalking Horse Agreement. The Bid Protections are an essential inducement to, and condition of, the Stalking Horse Bidder's entry into, and continuing obligations under, the Stalking Horse Agreement. Unless it is assured that the Bid Protections will

be available, the Stalking Horse Bidder is unwilling to be bound to the terms of the Stalking Horse Agreement (including the obligation to maintain its committed offer in accordance with the terms of the Stalking Horse Agreement while such offer is subject to higher or otherwise better bids as contemplated by the Bidding Procedures). The Stalking Horse Bidder has provided a material benefit to the Debtors and their creditors by providing a baseline value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other Potential Bidders in the sale process, thereby increasing the likelihood that the value of the Assets will be maximized through the Debtors' sale process.

E. Accordingly, the Bid Protections are (i) fair, reasonable and appropriate and designed to maximize value for the benefit of the Debtors' estates; and (ii) actual and necessary costs and expenses of preserving the Debtors' estates within the meanings of section 503(b) and 507(a) of the Bankruptcy Code; *provided*, *however*, no Bid Protections shall be payable, nor shall the Stalking Horse Bidder seek to compel payment of the Break-Up Fee and Expense Reimbursement other than as set forth in the Stalking Horse Agreement; *provided, further*, that nothing herein constitutes a waiver, limitation, or adverse determination regarding any request by the Stalking Horse Bidder for a claim under section 503(b)(3)(D) of the Bankruptcy Code solely with respect to the Bid Protections.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

I. Approval of Designation of the Stalking Horse Bidder

1. The Stalking Horse Bidder shall be deemed a Qualified Bidder, and the Stalking Horse Agreement in the form attached to the Stalking Horse Notice as Exhibit A as the stalking horse bid for the Assets shall be deemed a Qualified Bid, for all purposes under the Bidding Procedures Order and Bidding Procedures.

2. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Order, this Order does not approve or authorize the sale of the Assets or the assumption and assignment of executory contracts or unexpired real property leases under the Stalking Horse Agreement. Such approval and authorization (if any) is to be considered only at the Sale Hearing pursuant to the Bidding Procedures and Bidding Procedures Order.

II. Approval of the Bid Protections

3. The Bid Protections, as set forth in the Stalking Horse Agreement, are approved in their entirety. The Bid Protections and this Order shall be binding on the Debtors, their successors and assigns, and shall survive the termination of the Stalking Horse Agreement, appointment of a chapter 11 trustee or similar fiduciary, and dismissal or conversion of the Chapter 11 Cases; *provided, however*, that the obligation to pay or honor the Bid Protections shall be subject to the terms and conditions of the Stalking Horse Agreement.

4. The Debtors are authorized to pay (i) the Break-Up Fee in an amount equal to $3,345,000 (1.5% of the cash component of the Purchase Price), and (ii) the Expense Reimbursement, not to exceed $500,000, for reasonable and documented out-of-pocket costs and expenses (including expenses of outside counsel, accountants and financial advisors) incurred by the Stalking Horse Bidder in connection with, or related to, its evaluation, consideration, analysis, negotiation, and documentation of a possible transaction with the Debtors, or in connection with or related to the transactions contemplated by the Stalking Horse Agreement, in each case, as provided in the Stalking Horse Agreement, subject to the terms and conditions set forth therein, in the Bidding Procedures Order, the Bidding Procedures and this Order. The Break-Up Fee and the Expense Reimbursement shall be entitled to administrative expense status under sections 503(b) and 507(a)(2) of the Bankruptcy Code.

5. An initial minimum overbid amount of $100,000 (the "**Initial Minimum Overbid**") is approved, subject to the terms and conditions set forth in the Stalking Horse Agreement, the Bidding Procedures Order, the Bidding Procedures and this Order.

6. The Debtors and the Stalking Horse Bidder are granted all rights and remedies provided to them under the Stalking Horse Agreement, including, without limitation, the right to specifically enforce the Stalking Horse Agreement (including with respect to the Bid Protections and the Deposit) in accordance with its terms; *provided, however*, that the Break-Up Fee and Expense Reimbursement shall not be payable, nor shall the Stalking Horse Bidder seek to compel payment of the Break-Up Fee and Expense Reimbursement, prior to consummation of an Alternative Transaction.

7. Notwithstanding Bankruptcy Rule 6004(h) or otherwise, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. The Debtors and the Stalking Horse Bidder are authorized to take all reasonable actions necessary to effectuate the relief granted in this Order.

9. To the extent the automatic stay provisions of section 362 of the Bankruptcy Code would otherwise apply, such provisions are vacated and modified to the extent necessary to permit the parties to the Stalking Horse Agreement to exercise their termination rights thereunder in accordance with its terms, and deliver any notice contemplated thereunder, in each case, without further order of the Court.

10. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Stalking Horse Agreement, any purported

termination of such Stalking Horse Agreement pursuant to the preceding paragraph 9, and the implementation of this Order.

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Dated: October 29th, 2020
Wilmington, Delaware

TAB E

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This is
EXHIBIT "E"
to the Affidavit of
ANTHONY WILSON
Sworn October 29, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

Execution Version

ASSET PURCHASE AGREEMENT

BY AND AMONG

IMERYS TALC AMERICA, INC.,

IMERYS TALC VERMONT, INC.,

IMERYS TALC CANADA INC.,

IMERYS USA INC. (SOLELY FOR THE LIMITED PURPOSES SET FORTH IN SECTIONS 7.9(b), 7.9(f) AND 7.9(g)),

IMERYS S.A. (SOLELY FOR PURPOSES OF SECTIONS 4.2(d), 4.2(e), 4.2(f), 7.15 AND 7.20)

AND

MAGRIS RESOURCES CANADA INC.

DATED AS OF OCTOBER 13, 2020

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Disclosure Schedules

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of October 13, 2020 (the "APA Effective Date") by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada Inc., a Canada corporation (each, a "Selling Entity" and collectively, the "Selling Entities"), solely for the limited purposes set forth in Sections 7.9(b), 7.9(f) and 7.9(g), Imerys USA Inc., a Delaware corporation ("Imerys USA"), solely for the purposes of Sections 4.2(d), 4.2(e), 4.2(f), 7.15 and 7.20, Imerys S.A., a French corporation ("Parent"), and Magris Resources Canada Inc., a Canada corporation (the "Buyer").

RECITALS

WHEREAS, the Selling Entities filed voluntary petitions for relief commencing cases (the "Chapter 11 Cases") under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (jointly administered under Case No. 19-10289 (LSS)) on February 13, 2019 (the "Petition Date");

WHEREAS, on February 20, 2019, Imerys Talc Canada Inc. commenced a recognition proceeding before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended) (the "Canadian Proceeding");

WHEREAS, the Buyer desires to purchase from the Selling Entities, and the Selling Entities desire to sell to the Buyer, substantially all of the Selling Entities' assets, and the Buyer desires to assume from the Selling Entities, certain specified liabilities, in each case pursuant to the terms and subject to the conditions set forth herein and in any Order of the Bankruptcy Court, and further subject to Bankruptcy Court approval in the Chapter 11 Cases and Canadian Court approval in the Canadian Proceeding; and

WHEREAS, the Board of Directors of each Selling Entity has approved and declared advisable and in the best interests of such Selling Entity and its constituencies, and the Board of Directors (or similar governing body) of the Buyer has approved, this Agreement and the transactions contemplated hereby, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. A defined term has its defined meaning throughout this Agreement and in each Exhibit and Schedule to this Agreement, regardless of whether it appears before or after the place where it is defined. As used in this Agreement, the following terms have the meanings specified below:

"Accounts Receivable" means (a) any and all accounts receivable (including overdue accounts receivable) and trade accounts owed to any Selling Entity relating to, or arising in connection with the operation and conduct of, the Business from any Third Parties and the full benefit of all security for such accounts, including all trade accounts receivable representing amounts receivable in respect of services rendered, in each case owing to any Selling Entity; provided that the foregoing does not include any return of insurance premiums, (b) all other accounts or notes receivable of any of the Selling Entities arising in the conduct of the Business and the full benefit of all security for such accounts or notes receivable arising in the conduct of the Business and (c) any and all claims, remedies or other rights relating to any of the foregoing, together with any interest or unpaid financing charges accrued thereon, in each case existing on the APA Effective Date or arising in the Ordinary Course of Business between the APA Effective Date and the Closing Date; *provided* that Accounts Receivable shall not include any amounts owed by an Affiliate of the Selling Entities to any of the Selling Entities (other than post-Petition Date trade amounts) or owed by one Selling Entity to any other Selling Entity.

"Advertising Materials" means advertising and promotional materials in any medium, including any websites that the Buyer uses in connection with the manufacture, sale, or distribution of the Products, and any signage or posters.

"Advertising Materials Transition Period" has the meaning given to such term in Section 7.15(c).

"Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person. For purposes of this definition, "control" (and any similar term) means the power of one or more Persons to direct, or cause the direction of, the affairs of another Person by reason of ownership of voting stock or by contract or otherwise.

"Affiliate Contract" means any Contract by and between any Selling Entity and Parent or any of its Subsidiaries (other than any Selling Entity).

"Agreement" has the meaning given to such term in the Preamble.

"Allocation" has the meaning given to such term in Section 2.6.

"Alternative Financing" has the meaning set forth in Section 7.18(a).

"Alternative Transaction" means (i) one or more sales, transfers, or other dispositions of all or substantially all of the Purchased Assets to any Person (or group of Persons), whether in one transaction or a series of transactions (and whether by merger, amalgamation, plan of arrangement, sale of capital stock or other equity interests or otherwise), or (ii) any recapitalization transaction, or plan of reorganization or liquidation involving all or substantially all of the Purchased Assets, in each case, other than (A) to the Buyer or an Affiliate of the Buyer or (B) sales of Inventory in the Ordinary Course of Business of the Selling Entities. Notwithstanding the foregoing, any issuance or sale of shares of capital stock of Parent shall be deemed not to be an "Alternative Transaction."

"APA Effective Date" has the meaning set forth in the preamble.

"Assigned Trademarks" means the names and trademarks, service marks, trade names, domain names and other source identifiers assigned to one or more of the Selling Entities prior to the Closing pursuant to the Trademark Assignment Agreement.

"Assumed Agreements" has the meaning given to such term in Section 2.1(d).

"Assumed Agreements and Leases Schedule" has the meaning given to such term in Section 2.5(a).

"Assumed CBAs" has the meaning given to such term in Section 7.9(g).

"Assumed Liabilities" has the meaning given to such term in Section 2.3.

"Assumed Plans" has the meaning given to such term in Section 7.9(b).

"Assumed Real Property Leases" has the meaning given to such term in Section 2.1(e).

"Assumption Agreement" means one or more Assumption and Assignment Agreements to be executed and delivered by the Buyer and the Selling Entities at the Closing, substantially in the forms set forth on Exhibit A.

"Auction" has the meaning set forth in Section 7.12.

"Avoidance Actions" means any and all preference or avoidance claims or actions that a trustee, a debtor-in-possession or other appropriate party in interest may assert on behalf of any Selling Entity or its bankruptcy estate under applicable Law, including actions arising under Chapter 5 of the Bankruptcy Code.

"Backup Bidder" has the meaning given to such term in Section 7.12(d).

"Balance Sheet Date" has the meaning set forth in Section 5.5.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*, as amended.

"Bankruptcy Court" has the meaning given to such term in the Recitals hereto.

"Bankruptcy Exceptions" has the meaning set forth in Section 5.2.

"Bidding Procedures and Sale Motion" means Debtors' Motion for Entry of Orders (i) (A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing; and (C) Approving Form and Manner of Notice Thereof, (ii) Approving Sale of Substantially All Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (iii) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (iv) Granting Related Relief filed on May 15, 2020 [Docket No. 1718].

"Bidding Procedures Order" means the Order (i) (A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially

All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (ii) Granting Related Relief, entered on June 30, 2020 [Docket No. 1950], as modified by the Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order [Docket No. 2039] and the Second Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order [Docket No. 2189].

"Bill of Sale" means one or more Bills of Sale and Assignment Agreements to be executed and delivered by each Selling Entity to the Buyer at the Closing, substantially in the forms set forth on Exhibit B.

"Books and Records" mean all records and lists relating to the Business, the Purchased Assets or the Assumed Liabilities (other than the Excluded Records), including (a) all inventory, merchandise, analysis reports, marketing reports, research and development materials and creative material, (b) all records relating to customers, suppliers or personnel (including customer lists, mailing lists, email address lists, recipient lists, personnel files and similar records relating to the Transferred Employees, sales records, correspondence with customers, customer files and account histories, supply lists and records of purchases from and correspondence with suppliers), (c) all records relating to all product, business and marketing plans and (d) all books, ledgers, files, reports, plans, drawings and operating records; provided, however, that "Books and Records" shall be limited to those in the possession of the Selling Entities.

"Break-Up Fee" means a fee payable as set forth in this Agreement in an amount equal to $3,345,000, which will have administrative expense priority under sections 503(b) and 507(a)(2) of the Bankruptcy Code.

"Business" means the business as conducted by the Selling Entities as of the date of this Agreement of mining, producing, marketing and selling talc and talc-based products.

"Business Day" means any day of the year on which banking institutions in New York, New York and in Toronto, Ontario are open to the public for conducting business and are not required or authorized to be closed.

"Business Mining Rights" has the meaning set forth in Section 5.8(c).

"Buyer" has the meaning given to such term in the Preamble hereto.

"Buyer 401(k) Plan" has the meaning set forth in Section 7.9(e).

"Buyer Benefit Plans" has the meaning set forth in Section 7.9(a).

"Buyer Expense Reimbursement" means the sum of the aggregate amount of the Buyer's reasonable documented out-of-pocket costs and expenses (including expenses of outside counsel, accountants and financial advisors) incurred by the Buyer in connection with or related to the Buyer's evaluation, consideration, analysis, negotiation, and documentation of a possible transaction with the Selling Entities or in connection with or related to the transactions contemplated by this Agreement, up to a maximum amount of $500,000.

"Buyer Field" means the business of mining, producing, marketing and selling talc and talc-based products.

"Buyer Related Parties" has the meaning set forth in Section 9.3(b)

"Canadian Bargaining Unit Employees" means all individuals who, as of the Closing Date, are employed by Imerys Talc Canada Inc. and are members of the bargaining unit defined in any applicable Collective Bargaining Agreement.

"Canada Pension Plan" means the government sponsored pension plans established under *An Act to establish a comprehensive program of old age pensions and supplementary benefits in Canada payable to and in respect of contributors, R.S.C., 1985, c. C-8.*

"Canadian Court" has the meaning given to such term in the Recitals hereto.

"Canadian Proceeding" has the meaning given to such term in the Recitals hereto.

"Cash Purchase Price" has the meaning given to such term in Section 3.1.

"CCAA" means Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended).

"Chapter 11 Cases" has the meaning given to such term in the Recitals hereto.

"CFIUS" means the Committee on Foreign Investment in the United States and each member agency thereof, acting in such capacity.

"CFIUS Approval" means any of the following: (a) a written notice issued by CFIUS that it has concluded a review or investigation of the notification provided pursuant to Section 721 of the Defense Production Act of 1950, as amended ("Section 721") with respect to the transactions contemplated by this Agreement and has terminated all action under Section 721 and has determined that there are no unresolved national security concerns with respect to the transactions contemplated by this Agreement; (b) CFIUS shall have sent a report to the President of the United States requesting the President's decision and either (i) the President has announced a decision not to take any action to suspend or prohibit the transactions contemplated by this Agreement or (ii) having received a report from CFIUS requesting the President's decision, the President has not threatened, announced or taken any action within fifteen (15) days following the date on which the President received such report from CFIUS; or (c) on the basis of a CFIUS declaration, the parties hereto shall have received written notification from CFIUS to the effect that (i) CFIUS has concluded its review and/or investigation of the transactions contemplated by this Agreement and determined there are no unresolved national security concerns related thereto, or (ii) CFIUS is not able to conclude its review and/or investigation with respect to the transactions contemplated by this Agreement, but CFIUS has not requested that the parties submit a CFIUS notice in connection with the such right, and has not initiated a unilateral CFIUS review of such right.

"CFIUS Statute" means section 721 of the Defense Production Act of 1950, as amended by the Foreign Investment Risk Review Modernization Act of 2018, as it may be further amended,

modified, supplemented or replaced from time to time, and including all applicable regulations and interim rules issued and effective thereunder.

"Claim" has the meaning given that term in the Sale Order.

"Closing" has the meaning given to such term in Section 4.1.

"Closing Allocation" has the meaning given to such term in Section 2.6(a).

"Closing Date" has the meaning given to such term in Section 4.1.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collective Bargaining Agreement" has the meaning set forth in Section 5.12(a).

"Commitment Letter" has the meaning set forth in Section 6.5.

"Company 401(k) Plan" has the meaning set forth in Section 7.9(e).

"Company Benefit Plans" has the meaning set forth in Section 5.11(a).

"Company Incentive Payments" means all payments owing to employees of the Selling Entities under the Company Incentive Plans as a result of or in connection with the transactions contemplated by this Agreement.

"Company Incentive Plans" means Company Benefit Plans under which employees of the Selling Entities are entitled to incentive payments as a result of or in connection with the transactions contemplated by this Agreement.

"Company Pension Plan" means any Company Benefit Plan (other than any Multiemployer Plan) that is (i) subject to Section 302 or Title IV of ERISA or Section 412 of the Code, or (ii) required to be registered in accordance with the PBA.

"Company Registered Intellectual Property" has the meaning set forth in Section 5.9(a).

"Competition Laws" means the HSR Act (and any similar Law enforced by any Governmental Antitrust Entity regarding pre-acquisition notifications for the purpose of competition reviews), the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and all other federal, state, foreign, multinational or supranational antitrust, competition or trade regulation statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other Laws that are designed or intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition or effectuating foreign investment.

"Condition Satisfaction" has the meaning set forth in Section 9.1(c)(iii).

"Confidentiality Agreement" means the Confidentiality Agreement, dated as of May 25, 2020 between Magris Resources Canada Inc. and the Selling Entities.

"Contract" means any lease, contract, deed, mortgage, license or other legally enforceable agreement or instrument.

"Contractors" has the meaning given to such term in Section 5.8(b).

"Contributors" has the meaning given to such term in Section 5.9(g).

"Core Contracts" has the meaning given to such term in Section 2.5(a).

"Corruption Acts" has the meaning given to such term in Section 5.22(b).

"Cure Payments" means the amount required to be paid pursuant to section 365 of the Bankruptcy Code with respect to each Assumed Agreement and/or Assumed Real Property Lease to cure all defaults under such Assumed Agreement and/or Assumed Real Property Lease as required by any Order of the Bankruptcy Court (as recognized by the Canadian Court in respect of Canadian Assumed Agreements and/or Canadian Assumed Real Property Leases) authorizing assumption and assignment of such Contract.

"Current Representation" has the meaning given to such term in Section 10.18(a).

"D&O Claims" has the meaning given to such term in Section 2.2(c).

"Debt Financing Sources" means the Persons that have committed to provide or have otherwise entered into agreements to provide any part of the Financing and any joinder agreements, indentures, credit agreements or other definitive agreements entered into pursuant thereto or relating thereto, and any arrangers, placement agents or administrative agents in connection with the Financing, together with their current and future Affiliates and their and such Affiliates', officers, directors, employees, attorneys, partners (general or limited), controlling parties, advisors, members, managers, accountants, consultants, agents, representatives and funding sources of each of the foregoing, and their successors and assigns.

"Debt Documents" has the meaning set forth in Section 7.18(a).

"Deposit" has the meaning given to such term in Section 3.2.

"Deed" means one or more Deeds to be executed and delivered by each Selling Entity to the Buyer at the Closing, substantially in the form of Exhibit F.

"Designated Person" has the meaning given to such term in Section 10.18(a).

"Designation Deadline" has the meaning given to such term in Section 2.5(a).

"Enforcement Costs" has the meaning given to such term in Section 9.3(b).

"Environment" means the natural environment (including soil, land surface or subsurface strata, surface waters, groundwater, sediment, indoor and ambient air (including all layers of the

atmosphere)), organic and inorganic matter and living organisms, and any other environmental medium or natural resource and all sewer systems.

"Environmental Costs and Liabilities" means all Liabilities, responsibilities, response, remedial and removal costs, rehabilitation, reclamation, or closure costs, investigation costs, capital costs, operation and maintenance costs, losses, damages, punitive damages, property damages, consequential damages, treble damages, costs and expenses, fines, penalties and sanctions, in each case at any time incurred or sustained by operation of law or as a result of or related to any claim, suit, action, administrative order, investigation, proceeding or demand at any time by any person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law, in connection with any matter, event, circumstance, condition or fact occurring or existing before the Closing Date and arising under or related to the Environment, any Environmental Law or Environmental Permit (including any Release or threatened Release or presence of a Hazardous Material), in each case, whether at any Real Property, other currently or formerly owned, leased, or operated mine or facility, or otherwise.

"Environmental Law" means all Laws relating to pollution, human health or safety, harmful or deleterious substances or products, indoor or outdoor air quality, Hazardous Materials, or the protection of the Environment, as well as all Environmental Permits.

"Environmental Services Agreement" means a definitive services agreement in form and substance reasonably acceptable to the Buyer and the Selling Entities and containing the terms and conditions set forth on Exhibit J.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder, as amended, supplemented or substituted therefor from time to time.

"ERISA Affiliate" means, with respect to any Person, any other Person (whether or not incorporated) that, together with such Person, would be treated as a single employer under Section 414 of the Code or Section 4001 of ERISA.

"Escrow Account" has the meaning given to such term in Section 3.2.

"Escrow Agent" has the meaning given to such term in Section 3.2.

"Escrow Agreement" has the meaning given to such term in Section 3.2.

"ETA" means the *Excise Tax Act* (Canada), as amended from time to time.

"ETA Tax" means the taxes imposed under Part IX of the ETA and sales or value-added tax legislation enacted by Canadian provinces.

"Excluded Assets" has the meaning given to such term in Section 2.2.

"Excluded Liabilities" has the meaning given to such term in Section 2.4.

"Excluded Records" means (i) all legal files and records of the Selling Entities, including minute books and other corporate books and records relating to their organization and existence, (ii) all Tax Returns of or including the Selling Entities and any workpapers or other records prepared in connection therewith, (iii) all employee files of the Selling Entities (other than files of the Transferred Employees that are permitted to be transferred pursuant to applicable Law), (iv) all records of the Selling Entities relating to the sale of the Purchased Assets, including competing bids, (v) all records of the Selling Entities relating to any Talc Personal Injury Claim or Excluded Talc Causes of Action, (vi) all records containing privileged communications or otherwise subject to attorney-client or any other privilege or documents that the Selling Entities are not permitted to transfer pursuant to any contractual confidentiality obligation owed to any Third Party, (vii) all "personally identifiable information" as defined under the Bankruptcy Code, and (viii) all other books and records of the Selling Entities relating to any Excluded Assets or Excluded Liabilities or expressly excluded from the Purchased Assets pursuant to Section 2.2.

"Excluded Talc Causes of Action" means any cause of action attributable to: (i) all defenses of the Selling Entities to any Talc Personal Injury Claim, including all defenses under section 502 of the Bankruptcy Code, (ii) with respect to any Talc Personal Injury Claim, all rights of setoff, recoupment, contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) and any other indirect claim of any kind whatsoever, whenever and wherever arising or asserted of the Selling Entities, including the J&J Indemnity Rights, (iii) any other claims or rights with respect to Talc Personal Injury Claims that the Selling Entities would have had under applicable law if the Chapter 11 Cases had not occurred and the holder of such Talc Personal Injury Claim had asserted it by initiating civil litigation against any such Selling Entity, and (iv) any claim, cause of action, or right of the Selling Entities or any of them, under the laws of any jurisdiction, for reimbursement, indemnity, contribution, breach of contract, or otherwise arising from or relating to any payments made by the Selling Entities on account of Talc Personal Injury Claims prior to the Petition Date.

"Excluded Website" has the meaning given to such term in Section 2.2(l).

"Facilities" means all real property, buildings, structures, improvements and fixtures to which a Selling Entity has rights to use, occupy or otherwise hold in connection with the Business (whether such rights are ownership, leasehold, subleasehold or otherwise).

"Final Order" means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction, including the Canadian Court) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Cases (or the docket of such other court) that has not been modified, amended, reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (ii) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure;

provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedures, may be filed relating to such order, shall not cause an order not to be a Final Order.

"Financial Advisor" has the meaning set forth in Section 5.17.

"Financial Statements" has the meaning set forth in Section 5.5.

"Financing" has the meaning set forth in Section 6.5.

"Financing Purposes" has the meaning set forth in Section 6.5.

"GAAP" means generally accepted accounting principles in the United States, consistently applied.

"Governmental Antitrust Entity" means any Governmental Body with regulatory jurisdiction over enforcement of any applicable Competition Law.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, European Union, multi-national or other supra-national, national, federal, provincial, regional, municipal, state or local or any agency, instrumentality, authority, department, commission, board or bureau thereof, or any court, arbitrator, arbitration panel or similar judicial body.

"Hazardous Material(s)" means any substance, material or waste that is regulated by any Governmental Body pursuant to Environmental Laws, including petroleum and its derivatives and by-products, asbestos, polychlorinated biphenyls, and any material, waste or substance that is defined as a "hazardous waste," "hazardous substance," "hazardous material," "restricted hazardous waste," "industrial waste," "solid waste," "contaminant," "pollutant," "toxic waste" or "toxic substance" or using words of similar import under any provision of Environmental Law.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Imerys USA" has the meaning given to such term in the Preamble hereto.

"Indebtedness" means (i) any indebtedness of any Selling Entity for money borrowed, (ii) any indebtedness of the Selling Entities evidenced by a note, bond, debenture or other similar instrument or debt security, (iii) all accrued and unpaid interest, premiums, penalties and other fees and expenses (if any) relating to indebtedness that is referred to in clauses (i) and (ii) above, (iv) any indebtedness of a Person of a type that is referred to in clauses (i) through (iii) above and which is guaranteed by the Selling Entities, (v) all obligations in respect of letters of credit, bankers' acceptances and similar facilities issued for the account of the Selling Entities (but solely to the extent drawn and not paid), and (vi) all obligations of any Selling Entity as lessee under finance or capital leases in accordance with GAAP as applied in the Financial Statements. Notwithstanding the foregoing, Indebtedness does not include indebtedness of the categories described in immediately foregoing clause (i) through (vi) due to or from any Selling Entity to any other Selling Entity.

"Indirect Talc Personal Injury Claim" means a Talc Personal Injury Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), co-defendant of a Selling Entity, or predecessor of a Selling Entity for contribution, reimbursement, subrogation, or indemnity, whether contractual or implied by law (as those terms are defined by applicable non-bankruptcy law of the relevant jurisdiction), and any other derivative Talc Personal Injury Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), co-defendant of a Selling Entity, or predecessor of a Selling Entity, whether in the nature of or sounding in contract, tort, warranty, or other theory of law. For the avoidance of doubt, an Indirect Talc Personal Injury Claim shall not include any claim for or otherwise relating to death, injury, or damages caused by talc or a product or material containing talc that is asserted by or on behalf of any injured individual, the estate, legal counsel, relative, assignee, or other representative of any injured individual, or an individual who claims injury or damages as a result of the injury or death of another individual regardless of whether such claim is seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative, or any other costs or damages, or any legal, equitable or other relief whatsoever, including pursuant to a settlement, judgment, or verdict. By way of illustration and not limitation, an Indirect Talc Personal Injury Claim shall not include any claim for loss of consortium, loss of companionship, services and society, or wrongful death.

"Insurance Policies" has the meaning set forth in Section 5.18.

"Intellectual Property" means all intellectual property and other proprietary rights existing anywhere in the world including any of the following: (i) patents and patent applications, including continuations, divisionals, continuations-in-part, reissues or reexaminations and patents issuing thereon (collectively, "Patents"), (ii) trademarks, service marks, trade dress, logos, corporate names, social media account names, trade names and Internet domain names, together with the goodwill associated with any of the foregoing, and all applications and registrations therefor (collectively, "Marks"), (iii) copyrights and registrations and applications therefor, works of authorship and moral rights (collectively, "Copyrights"), (iv) software, and (v) trade secrets, discoveries, concepts, ideas, research and development, algorithms, know-how, formulae, inventions (whether or not patentable), processes, techniques, technical data, designs, drawings, specifications, databases, and customer lists, in each case excluding any rights in respect of any of the foregoing in clause (v) that comprise of Patents or are protected by Laws relating to Patents (collectively, "Trade Secrets").

"Interests" has the meaning given that term in the Sale Order.

"Inventory" means all inventory (including raw materials, component parts, products in-process and finished products) owned by any of the Selling Entities, whether in transit to or from the Selling Entities and whether in the Selling Entities' warehouses, distribution facilities, held by any third parties or otherwise.

"Investment Canada Act" means the Investment Canada Act (Canada), and the rules and regulations promulgated thereunder.

"IP Assignment Agreement" means one or more Intellectual Property Assignment Agreements to be executed and delivered by the Selling Entities to the Buyer at the Closing, substantially in the form of Exhibit C.

"IP License Agreement" means the Patent License Agreement to be executed and delivered by Parent to the Buyer at the Closing, substantially in the form set forth on Exhibit H.

"IRS" means the United States Internal Revenue Service.

"ITC Benefit Plans" has the meaning set forth in Section 5.11(a).

"ITC Inactive Employees" means all individuals who, as of the Closing Date, are employed by Imerys Talc Canada Inc., but are not Canadian Bargaining Unit Employees and are not actively employed on the Closing Date, including due to furlough, layoff, leave of absence, or short-term disability.

"J&J" means Johnson & Johnson, Johnson & Johnson Baby Products Company, Johnson & Johnson Consumer Companies, Inc., Johnson & Johnson Consumer Inc., Johnson & Johnson Consumer Products, Inc., and each of their past and present parents, subsidiaries and Affiliates, direct and indirect equity holders, and the successors and assigns of each, excluding the Selling Entities and Parent or any of its other Subsidiaries.

"J&J Indemnity Rights" means any and all indemnity rights of the Selling Entities, the Protected Parties (as that term is defined in the Plan), and the Imerys Non-Debtors (as that term is defined in the Plan) against J&J for Talc Personal Injury Claims, including, without limitation, pursuant to: (i) that certain Agreement, between Cyprus Mines Corporation and Johnson & Johnson, dated as of January 6, 1989; (ii) that certain Talc Supply Agreement, between Windsor Minerals Inc. and Johnson & Johnson Baby Products Company, a division of Johnson & Johnson Consumer Products, Inc., dated as of January 6, 1989; (iii) that certain Supply Agreement between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of April 15, 2001; (iv) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2010; (v) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2011; and/or (vi) any other applicable agreement, order or law.

"Knowledge of Seller" means, as to a particular matter, the actual knowledge of the following Persons: Giorgio La Motta, Anthony Wilson and Matthias Reisinger, in each case after reasonable inquiry of employees of the Selling Entities with job duties in the applicable subject matter.

"Latham & Watkins" has the meaning given to such term in Section 10.18(a).

"Law" means any law, common law, statute, code, ordinance, rule, directive, decree, regulation or Order, of any Governmental Body.

"Leased Real Property" means the real property set forth on Schedule 5.8(a).

"Legal Proceeding(s)" means any judicial, administrative or arbitral actions, suits or other proceedings (public or private) by or before a Governmental Body.

"Lender" has the meaning set forth in Section 6.5.

"Liability" means any Claim, debt (as defined in section 101(12) of the Bankruptcy Code), liability or obligation (whether known or unknown, direct or indirect, absolute or contingent, asserted or unasserted, due or to become due, whether determined or determinable, accrued or unaccrued or liquidated or unliquidated), including any liability for Taxes, product liability or infringement liability.

"Licensed Intellectual Property" means all Intellectual Property licensed to the Selling Entities pursuant to the Assumed Agreements, excluding any rights in and to any Parent Marks or the Excluded Website.

"Lien" has the meaning given that term in the Sale Order.

"Material Adverse Effect" means any event, condition, circumstance, development, occurrence, change or effect that, individually or in the aggregate with all other events, conditions, circumstances, developments, occurrences, changes and effects, that results in, or would reasonably be expected to result in, (a) a material adverse effect upon the ability of the Selling Entities to consummate the transactions contemplated by this Agreement, or to perform their respective obligations hereunder, or (b) a material adverse effect on the condition (financial or otherwise) of the Business, the Purchased Assets or the Assumed Liabilities, taken as a whole, except, in each case, for any such events, conditions, circumstances, developments, occurrences, changes or effects (or the results thereof) resulting from or attributable to: (i) the announcement of this Agreement or the pendency of the transactions contemplated hereby, (ii) the negotiation, execution or performance of this Agreement or the consummation of the transactions contemplated hereby, (iii) changes in Law or interpretations thereof by any Governmental Body, (iv) changes in GAAP or generally accepted accounting principles in other jurisdictions, (v) changes in general economic conditions, currency exchange rates or United States or international debt or equity markets, (vi) events or conditions generally affecting the industry or markets in which the Selling Entities operate, (vii) national or international political or social conditions or any national or international hostilities, acts of terror or acts of war, (viii) the identity of the Buyer or any action taken or proposed to be taken by the Buyer or any of its Affiliates, (ix) global health conditions (including any epidemic, pandemic, or disease outbreak (including the COVID-19 virus)), (x) actions or omissions taken or not taken by or on behalf of the Selling Entities in compliance with an Order from the Bankruptcy Court or the Canadian Court (or any other Governmental Bodies of competent jurisdiction in connection with the Chapter 11 Cases or the Canadian Proceeding), (xi) events, changes or circumstances arising from or caused by the announcement of this Agreement or the commencement or continuation of the Chapter 11 Cases or the Canadian Proceeding or the events, changes or circumstances that substantially contributed to, or resulted in, the commencement of such proceedings, (xii) any failure to meet any projections, budgets, forecasts, estimates, plans, predictions, performance metrics or operating statistics, (xiii) any action taken (or omitted to be taken) at the request or with the consent of the Buyer or any of its Affiliates, (xiv) any action taken (or not taken) by the Selling Entities or any of their Affiliates or Representatives that is required, expressly contemplated or permitted to be taken (or not taken) pursuant to this Agreement, or (xv) any matter disclosed on the Schedules; provided, however, that, in the case of clauses (iii) through (vii), such events, changes, conditions, circumstances, developments or effects shall be taken into account in determining whether any such material adverse effect has occurred to the extent that any such events, changes, conditions, circumstances, developments or effects have a material and disproportionate adverse effect on the Business, the

Purchased Assets and the Assumed Liabilities, taken as a whole, as compared to other similarly situated businesses.

"Material Contract" has the meaning given to such term in Section 5.10(a).

"Mineral Rights" means an interest in minerals, regardless of character, whether fugacious or nonfugacious, organic or inorganic, that is created by grant or reservation, regardless of form, whether a fee or lesser interest, mineral, royalty, or leasehold, absolute or fractional, corporeal or incorporeal, and includes express or implied appurtenant surface rights.

"Money Laundering Laws" has the meaning given to such term in Section 5.23.

"Multiemployer Plan" has the meaning set forth in Section 4001(a)(3) of ERISA.

"Non-Real Property Contract" means the Contracts to which any Selling Entity is a party, other than the Real Property Leases or Affiliate Contracts

"Notice of Investment" means the notice of investment in the form prescribed under the Investment Canada Act, R.S.C., 1985, c. 28 (1st Supp.).

"Order" means any order, writ, judgment, injunction, decree, rule, ruling, directive, determination or award made, issued or entered by or with any Governmental Body of competent jurisdiction, whether preliminary, interlocutory or final.

"Ordinary Course of Business" means the operation of the Business in the usual and ordinary course of operations consistent with past practice, taking into account in each case the fact that the Chapter 11 Cases and the Canadian Proceeding have commenced, the fact that the Business will be operated while in bankruptcy, and the fact that the operation of the Business may require additional financing after the date hereof.

"Outside Backup Date" has the meaning given to such term in Section 7.12(d).

"Outside Date" means April 13, 2021.

"Owned Real Property" means the real property set forth on Schedule 5.8(b).

"Packaging Transition Period" has the meaning given to such term in Section 7.15(b)(ii).

"Parent" has the meaning given to such term in the Preamble.

"Parent Marks" has the meaning given to such term in Section 2.2(m).

"Parent-Buyer Agreements" has the meaning given to such term in Section 7.20.

"PBA" means the Pension Benefits Act (Ontario), as amended from time to time, and the regulations promulgated and rulings issued thereunder, as amended, supplemented or substituted therefor from time to time, and all other analogous minimum pension standards legislation of provincial or federal jurisdiction in Canada, as applicable.

"Permits" means all franchises, permits, certificates, clearances, approvals, consents, registrations, certificates of occupancy, variances, licenses and authorizations of or with any Governmental Body held, used by, or made by, any of the Selling Entities in connection with the ownership or operation of the Business, the Purchased Assets or the performance of the Assumed Liabilities.

"Permitted Liens" means: (i) Liens for Taxes not yet due and payable, (ii) easements, rights of way, servitudes, Permits, surface leases, sub-surface leases, grazing rights, logging rights, ponds, lakes, waterways, canals, ditches, reservoirs, equipment, pipelines, utility lines, railways, streets, roads, structures, restrictive covenants, encroachments, encumbrances to title to real property and other non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets that do not, individually or in the aggregate, materially and adversely interfere with the ordinary use or occupancy of such Owned Real Property or Leased Real Property as it relates to the operation of the Business, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law, (iv) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business that are not yet due or delinquent, (v) licenses granted in the Ordinary Course of Business on a non-exclusive basis, (vi) Liens set forth on Schedule 1.1(c) and Section 5.10(a)(vi)(D), (vii) Assumed Liabilities, (viii) Liens that will be released by the Sale Order; (ix) any claim or right, title or jurisdiction that may be made or established by an aboriginals by virtue of their status as aboriginal peoples to or over any lands, waters or products harvested therefrom, (x) immaterial defects or irregularities of title, (xi) such other Liens or title exceptions as the Buyer may approve in writing in its sole discretion, (xii) to the extent included in the Purchased Assets, deposits securing the performance of obligations under Assumed Agreements or Assumed Real Property Leases, (xiii) statutory liens creating a security interest in favor of landlords with respect to property of the Selling Entities that do not interfere with the current use of such Leased Real Property by the Selling Entities in any material respect, (xiv) purchase money Liens and Liens securing rental payments under capital lease arrangements or title of a lessor under a capital or operating lease, (xv) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the Ordinary Course of Business, and (xvi) Liens or other encumbrances affecting the landlord's or ground lessor's underlying interest in any of the Real Property Leases and/or the underlying interests in land leased under any Real Property Lease from time to time, provided that such Liens do not interfere with the current use of such real property subject thereto by the Selling Entities in any material respect.

"Person" means any individual, corporation, partnership, limited partnership, limited liability company, trust or other organization or entity or Governmental Body. References to any Person include such Person's successors and permitted assigns.

"Petition Date" has the meaning given to such term in the Recitals hereto.

"Plan" means the *Second Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, filed on October 5, 2020 [Docket No. 2289], as may be amended, supplemented, or modified from time to time.

"Post-Closing Covenants" means those covenants and agreements contained herein that by their terms apply, or that are to be performed in whole or in part, after the Closing, and including

for the avoidance of doubts, the covenants and agreements of the Buyer contained in Section 7.18(b) and Section 9.3.

"Post-Closing Tax Period" means any Tax period beginning after the Closing Date and that portion of a Straddle Period beginning after the Closing Date.

"Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on the Closing Date.

"Product Packaging" means (i) the primary packaging in which Products are packaged (e.g., bags with labels), (ii) the secondary packaging in which Products are packaged (e.g., boxes containing bags) and (iii) any leaflets contained inside or supplied with the secondary packaging.

"Product Packaging License" has the meaning given to such term in Section 7.15(b)(i).

"Products" means any products or services sold by or through the Buyer Field by Buyer.

"Property Taxes" means all real property Taxes, personal property Taxes and similar ad valorem Taxes.

"PTO" has the meaning given to such term in Section 2.3(d).

"Purchase Price" has the meaning given to such term in Section 3.1.

"Purchased Assets" has the meaning given to such term in Section 2.1.

"Quebec Pension Plan" means the government sponsored pension plans established under the Act Respecting the Québec Pension Plan, R.S.Q. c. R-9.

"Real Property" means the Owned Real Property and the Leased Real Property.

"Real Property Leases" means all leases, subleases and other occupancy Contracts with respect to real property to which any Selling Entity is a party as a tenant or occupant.

"Recognition Order" means the Order of the Canadian Court entered in the Canadian Proceeding recognizing the Sale Order.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal or leaching, pouring, emptying, escaping, migrating, dumping, placing, discarding or abandoning into, through, under, to, or from the Environment.

"Released Claims" has the meaning given it such term in Section 10.8(b).

"Released Parties" has the meaning given to such term in Section 10.8(b).

"Releasors" has the meaning given to such term in Section 10.8(b).

"Remedial Action(s)" means all actions to (i) clean up, remove, treat, store, manage or in any other way address any Hazardous Material or perform any reclamation, (ii) prevent the Release

of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor Environment, (iii) perform pre-remedial or pre-reclamation studies and investigations or post-remedial or post-reclamation monitoring and care and (iv) correct a condition of noncompliance with Environmental Laws.

"Representatives" means, with respect to a particular Person, any director, officer, manager, employee or other authorized representative of such Person or its Subsidiaries, including such Person's attorneys, accountants, financial advisors and operational advisors.

"Retained Benefit Plans" has the meaning set forth in Section 7.9(b).

"Sale Hearing" means the hearing at which the Bankruptcy Court considers approval of the Sale Order.

"Sale Order" means an Order of the Bankruptcy Court approving and authorizing the sale of the Purchased Assets to, and the assumption of the Assumed Liabilities by, the Buyer substantially in the form set forth on Exhibit L, and otherwise in form and substance satisfactory to the Buyer and the Selling Entities, acting reasonably.

"Senior Management Team" means Giorgio La Motta, Anthony Wilson and Matthias Reisinger.

"Schedules" has the meaning given to such term in the Preamble to Article V.

"Seller Intellectual Property" means all Intellectual Property owned by any of the Selling Entities, excluding any rights in and to the Parent Marks. "Seller Intellectual Property" shall be deemed to include the Assigned Trademarks.

"Sellers Related Parties" has the meaning given to such term in Section 9.3(b).

"Selling Entities" has the meaning set forth in the Preamble hereto.

"Selling Entity Credit Obligations" has the meaning set forth in Section 7.14(a).

"Service Provider" has the meaning set forth in Section 5.11(a).

"Stalking Horse Order" means an Order of the Bankruptcy Court approving and authorizing, among other matters, the treatment and payment of the Break-Up Fee and the Buyer Expense Reimbursement in accordance with this Agreement, substantially in the form set forth on Exhibit K, and otherwise in form and substance satisfactory to the Buyer and the Selling Entities, acting reasonably.

"Straddle Period" means any Tax period beginning before or on the Closing Date and ending after the Closing Date.

"Stikeman Elliot" has the meaning given to such term in Section 10.18(a).

"Subsidiary" means, with respect to any Person, (i) any corporation or similar entity of which at least 50% of the securities or interests having, by their terms, ordinary voting power to elect members of the board of directors, or other persons performing similar functions with respect to such corporation or similar entity, is held, unless specifically noted otherwise, directly or indirectly by such Person and (ii) any partnership, limited liability company or similar entity of which (A) such Person is a general partner or managing member or (B) such Person possesses, unless specifically noted otherwise, directly or indirectly, a 50% or greater interest in the total capitalization or total income of such partnership, limited liability company or similar entity.

"Successful Bidder" means the bidder who shall have submitted the highest or otherwise best bid at the conclusion of the Auction in accordance with the Bidding Procedures Order.

"Talc Personal Injury Claim" means any Claim and any Talc Personal Injury Demand against one or more of the Selling Entities or any other Protected Party (as that term is defined in the Plan) whether known or unknown, including with respect to any manner of alleged bodily injury, death, sickness, disease or alleged disease process, emotional distress, fear of cancer, medical monitoring, or any other alleged personal injuries (whether physical, emotional or otherwise), directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products based on the alleged pre-Effective Date (as that term is defined in the Plan) acts or omissions of the Selling Entities or any other Entity (as that term is defined in the Plan) for whose conduct the Selling Entities have or are alleged to have liability (but only to the extent such Claim or Talc Personal Injury Demand directly or indirectly arises out of or relates to the alleged pre-Effective Date (as that term is defined in the Plan) acts or omissions of the Selling Entities), including, without limitation any claims directly or indirectly arising out of or relating to: (i) any products previously mined, processed, manufactured, sold (including, without limitation, pursuant to the Sale Order) and/or distributed by the Selling Entities or any other Entity (as that term is defined in the Plan) for whose conduct the Selling Entities have or are alleged to have liability, but in all cases only to the extent of the Selling Entities' liability; (ii) any materials present at any premises owned, leased, occupied or operated by any Entity (as that term is defined in the Plan) for whose products, acts, omissions, business or operations the Selling Entities have, or are alleged to have, liability; or (iii) any talc in any way connected to the Selling Entities alleged to contain asbestos or other constituent. Talc Personal Injury Claims include all such claims, whether: (A) in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation, or any other theory of law, equity or admiralty, whether brought, threatened or pursued in any United States court or court anywhere in the world; (B) seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative or any other costs, fees, injunctive or similar relief or any other measure of damages; (C) seeking any legal, equitable or other relief of any kind whatsoever, including, for the avoidance of doubt, any claims arising out of or relating to the presence of or exposure to talc or talc-containing products assertable against one or more Selling Entities or any other Protected Party (as that term is defined in the Plan); or (D) held by claimants residing within the United States or in a foreign jurisdiction. Talc Personal Injury Claims also include any such claims that have been resolved or are subject to resolution pursuant to any agreement, or any such claims that are based on a judgment or verdict. Talc Personal Injury Claims do not include any claim by any present or former employee of a predecessor or Affiliate of the Selling Entities for benefits under a policy of workers' compensation insurance or for benefits under any state or federal workers' compensation statute or other statute providing compensation to an employee from an employer. For the avoidance of

doubt, the term "Talc Personal Injury Claim" includes, without limitation (1) all claims, debts, obligations, or liabilities for compensatory damages (such as, without limitation, loss of consortium, medical monitoring, personal or bodily injury, wrongful death, survivorship, proximate, consequential, general, and special damages) and punitive damages; and (2) Indirect Talc Personal Injury Claims. Notwithstanding the foregoing, Talc Personal Injury Claims do not include any claim that a Settling Talc Insurance Company (as that term is defined in the Plan) may have against its reinsurers and/or retrocessionaires in their capacities as such, and nothing in the Plan, the Plan Documents (as that term is defined in the Plan), or the Confirmation Order (as that term is defined in the Plan) shall impair or otherwise affect the ability of a Settling Talc Insurance Company to assert any such claim against its reinsurers and/or retrocessionaires in their capacities as such.

"Talc Personal Injury Demand" means a demand for payment, present or future, against one or more of the Debtors or any other Protected Party (as defined in the Plan), that (A) falls within the meaning of "demand" in section 524(g) of the Bankruptcy Code; (B) (i) manifests after the Effective Date, (ii) arises out of the same or similar conduct or events that gave rise to a Claim that is a Talc Personal Injury Claim; and (iii) is caused or allegedly caused by any constituent other than asbestos; and/or (C) (i) was not a claim prior to the Effective Date, (ii) arises out of the same or similar conduct or events that gave rise to a Claim that is a Talc Personal Injury Claim, and (iii) is to be resolved pursuant to the terms of the Talc Personal Injury Trust (as that term is defined in the Plan).

"Tax" means (i) all foreign, federal, state, provincial or local taxes, charges, fees, imposts, levies or other assessments imposed by a Governmental Body in any jurisdiction, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, capital gains, recapture, license, withholding, payroll, employment, social security, employment insurance, Canada Pension Plan, Quebec Pension Plan, unemployment, excise, severance, stamp, occupation, property and other taxes, customs duties, fees, assessments and charges of any kind whatsoever, (ii) all ETA Tax, and (iii) all interest, penalties, fines, additions to tax or additional amounts imposed by a Governmental Body in connection with any item described in clause (i).

"Tax Act" means the Income Tax Act (Canada) and the regulations thereunder, as amended from time to time.

"Tax Return" means all returns, declarations, reports, elections, estimates, information returns and statements filed or required to be filed in respect of any Taxes and any schedules or attachments thereto.

"Termination Fee" has the meaning given to such term in Section 9.3(a).

"Termination Payment Amount" has the meaning given to such term in Section 9.3(a).

"Third Party" means any Person except the Selling Entities, the Buyer or any of their respective Affiliates.

"Trademark Assignment Agreement" has the meaning given to such term in Section 7.15(i).

"Trademark License Agreement" means the Transitional Trademark License Agreement to be executed and delivered by Parent to the Buyer at the Closing, substantially in the form set forth on Exhibit I.

"Transaction Documents" means this Agreement, the Assumption Agreement, the Bill of Sale, the IP Assignment Agreement, the Trademark License Agreement, the IP License Agreement, the Transition Services Agreement, the Deed, the Environmental Services Agreement and any other Contract or document to be entered into by the parties hereto, as applicable, at or in furtherance of the Closing.

"Transferred Employees" has the meaning given to such term in Section 7.9(a).

"Transition Services Agreement" means the Transition Services Agreement to be executed and delivered by the Buyer and Parent at the Closing, substantially in the form set forth on Exhibit E, with Appendix A to the Transition Services Agreement to be negotiated in good faith between the date hereof and the Closing Date by the Buyer, the Selling Entities and Parent to reflect the agreed scope of transition services and the fees payable in respect thereof.

"United States Trustee" means the United States Trustee appointed under section 581 of title 28 of the United States Code to serve in the District of Delaware.

"U.S. Benefit Plan" has the meaning given to such term in Section 5.11(a).

"VDR" has the meaning given to such term in Section 5.8(c)(viii).

1.2 Construction. The terms "hereby," "hereto," "hereunder" and any similar terms as used in this Agreement refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. The terms "including," "includes" or similar terms when used herein shall mean "including, without limitation." The meaning of defined terms shall be equally applicable to the singular and plural forms of the defined terms, and the masculine gender shall include the feminine and neuter genders, and vice versa, unless expressly indicated otherwise. Any reference to any federal, state, provincial, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Any reference herein to "days" shall mean calendar days, unless Business Days are expressly specified. The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilized in the construction or interpretation of this Agreement. Unless otherwise indicated, references to (a) Articles, Sections, Schedules and Exhibits refer to Articles, Sections, Schedules and Exhibits of and to this Agreement and (b) references to $ (dollars) are to United States Dollars. The word "or" when used in this Agreement is not meant to be exclusive unless expressly indicated otherwise.

1.3 Incorporation of Recitals. The Recitals set forth herein are incorporated into the Agreement by reference as an agreement among the parties hereto.

ARTICLE II
PURCHASE AND SALE

2.1 Purchase and Sale of Assets. Upon the terms and subject to the entry of the Sale Order and the Recognition Order and the satisfaction of the conditions contained in this Agreement, at the Closing, the Selling Entities shall sell, assign, convey, transfer and deliver to the Buyer, and the Buyer shall, in consideration of the Buyer's payment of the Purchase Price, purchase and acquire from the Selling Entities, all of the Selling Entities' right, title and interest, free and clear of all Interests (other than Permitted Liens and Assumed Liabilities), in and to all of the properties, rights, interests and other tangible and intangible assets of the Selling Entities (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP) relating to the Business (collectively, the "Purchased Assets"), including any assets acquired by the Selling Entities after the date of this Agreement but prior to the Closing relating to the Business; provided, however, that the Purchased Assets shall not include any Excluded Assets. Without limiting the generality of the foregoing, the Purchased Assets shall include all of the Selling Entities' right, title and interest in and to the following (except to the extent listed or otherwise included as an Excluded Asset):

(a) all Accounts Receivable of the Selling Entities as of the Closing;

(b) all Inventory, supplies, materials and spare parts of the Selling Entities as of the Closing (including all rights of the Selling Entities to receive such Inventory, supplies, materials and spare parts that are on order) and all open purchase orders with suppliers;

(c) without duplication of the above, all advances, prepaid assets (excluding prepaid Taxes of the Selling Entities), security and other deposits, prepayments and other current assets relating to the Business or the Purchased Assets, the Assumed Agreements and the Assumed Real Property Leases, in each case of the Selling Entities as of the Closing (but excluding all prepaid assets relating to Contracts that are not Assumed Agreements or Assumed Real Property Leases as of the Closing and all interests in any insurance policies, including the Insurance Policies);

(d) subject to Section 2.5 and to the extent that they may be assumed and assigned pursuant to sections 363 and 365 of the Bankruptcy Code or section 11.3 of the CCAA, as applicable, all Non-Real Property Contracts to which any Selling Entity is a party, including Contracts related to Seller Intellectual Property, Licensed Intellectual Property and Assumed Plans and, to the extent required by Law, all Collective Bargaining Agreements (the "Assumed Agreements");

(e) all Owned Real Property, Leased Real Property under the Assumed Real Property Leases (defined below) and all other rights-of-way, surface leases, surface use agreements, easements, real property interests, real rights, licenses, servitudes, Permits and privileges owned or held for use by the Selling Entities and constituting real property or a real property interest, together with the rights, tenements, appurtenant rights and privileges relating thereto;

(f) all Real Property Leases that have been assumed by and assigned to the Buyer pursuant to Section 2.5, other than Affiliate Contracts (the "Assumed Real Property Leases");

(g) all Seller Intellectual Property and all of the Selling Entities' rights in the proprietary rights agreements with Contributors referred to in Section 5.9(g);

(h) all purchase orders of the Selling Entities with customers and suppliers;

(i) all items of machinery, equipment, supplies, furniture, fixtures, leasehold improvements (to the extent of the Selling Entities' rights to any leasehold improvements under the Assumed Real Property Leases) and other tangible personal property and fixed assets owned by the Selling Entities as of the Closing;

(j) all Books and Records;

(k) all claims of the Selling Entities as of the Closing against Persons other than Parent and its Subsidiaries (regardless of whether or not such claims and causes of action have been asserted by the Selling Entities) and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, in each case, possessed by the Selling Entities as of the Closing (regardless of whether such rights are currently exercisable) solely to the extent related to the Purchased Assets or the Assumed Liabilities, including, the Avoidance Actions, but excluding, in each case, claims and causes of action to the extent related to Excluded Assets (including, without limitation, D&O Claims, J&J Indemnity Rights and rights to insurance proceeds under any insurance policies, including the Insurance Policies (subject to Section 7.2(c))) or Excluded Liabilities;

(l) all goodwill of the Selling Entities associated with the Business or the Purchased Assets, including all goodwill associated with the Seller Intellectual Property;

(m) all Permits of the Selling Entities, to the extent assignable from Governmental Bodies and the rights to all data and records of the Selling Entities held by such Governmental Bodies related to the Permits;

(n) any rights, demands, claims, credits, allowances, rebates (including any vendor or supplier rebates), or rights of setoff (other than against the Selling Entities or Affiliates thereof) arising out of or relating to any of the Purchased Assets as of the Closing (but excluding all interests in any insurance policies);

(o) all Mineral Rights held in the name of or for the benefit of the Selling Entities as of the APA Effective Date; and

(p) the Assumed Plans and any assets that are set aside, whether or not in trust, with respect to any Assumed Plan and all trust agreements, insurance contracts, administrative service agreements and investment management agreements related to the funding and administration of the Assumed Plans, which for the avoidance of doubt will all be Assumed Agreements.

2.2 Excluded Assets. Notwithstanding any provision herein to the contrary, the Purchased Assets shall not include any of the following (collectively, the "Excluded Assets"):

(a) all cash, cash equivalents, bank or other deposits or similar items and bank and deposit accounts of the Selling Entities as of the Closing;

(b) the Selling Entities' rights under this Agreement and the other Transaction Documents, and all consideration payable or deliverable to the Selling Entities pursuant to the terms and provisions hereof or thereof;

(c) all rights, claims and causes of action of the Selling Entities against any current or former directors, officers, members, partners, shareholders, managers, advisors or other professionals of such Selling Entity, except for any such rights, claims and causes of action against any director or officer arising as a result of an event or events occurring prior to the Closing Date of any Selling Entity who is a Transferred Employee ("D&O Claims");

(d) all insurance policies, including the Insurance Policies, and all rights, claims and causes of action of the Selling Entities under any insurance policy and interests in and right to insurance proceeds under any insurance policy;

(e) any prepaid Tax, Tax receivable (including any receivable or right to payment under any Tax sharing, allocation or indemnity agreement), Tax refund, Tax attribute or Tax credit of a Selling Entity;

(f) all Excluded Records;

(g) all Contracts of any Selling Entities relating to Indebtedness;

(h) all Contracts, together with all prepaid assets and deposits relating to such Contracts, of any Selling Entities, other than the Assumed Agreements and the Assumed Real Property Leases;

(i) all J&J Indemnity Rights;

(j) all rights, claims, defenses and causes of action of the Selling Entities against Persons, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (subject to Section 7.2(c)), of the Selling Entities (regardless of whether such rights are currently exercisable), in each case, to the extent solely related to any Excluded Assets or Excluded Liabilities, including the Excluded Talc Causes of Actions;

(k) any shares of capital stock or other equity interests of any of the Selling Entities, or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interests of any of the Selling Entities;

(l) the imerys.com website and domain name (the "Excluded Website");

(m) all right, title and interest in or to any of the Marks, and any derivatives or variations thereof, set forth on Schedule 2.2(m) (the "Parent Marks");

(n) (i) any attorney-client privilege and attorney work-product protection of the Selling Entities as a result of legal counsel representing any of the Selling Entities, including in connection with the transactions contemplated by this Agreement; (ii) all documents subject to the attorney-client privilege and work-product protection described in the foregoing clause (i); and (iii) all documents maintained by the Selling Entities relating to the drafting, negotiation, execution, delivery and performance of this Agreement, any other Transaction Document, the Confidentiality Agreement or any confidentiality or other agreements with any other bidder in connection with any sale process conducted by or in which the Selling Entities were involved, including the sale process leading to the entry into this Agreement;

(o) any Company Benefit Plan (other than any Assumed Plan) or any right, title or interest in any assets of or relating thereto, except as otherwise specifically provided in Section 7.9;

(p) the Selling Entities' right, title and interest to the other assets, if any, set forth in Schedule 2.2(p) (which may be amended with the mutual agreement of the parties hereto at any time prior to Closing);

(q) all intercompany accounts, loans, claims, Contracts, services, support, and other arrangements between the Selling Entities, on one hand, and any of their Affiliates, on the other hand, except as otherwise provided in the Transaction Documents; and

(r) any Talc Personal Injury Trust Asset (as that term is defined in the Plan) of the Selling Entities.

2.3 Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement and the Sale Order, from and after the Closing Date, the Buyer shall assume, and pay, perform and discharge when due, the Assumed Liabilities. For purposes of this Agreement, "Assumed Liabilities" means only the following Liabilities (to the extent not paid or discharged prior to the Closing):

(a) all Liabilities arising under the Assumed Agreements and the Assumed Real Property Leases arising from and after the Closing;

(b) all Liabilities of the Selling Entities (i) under unfulfilled purchase orders with customers and suppliers, (ii) that are trade and non-trade payables, (iii) in respect of accrued royalties, and (iv) arising from rebates, returns, recalls, chargebacks, coupons, discounts, failure to supply claims and similar obligations, but in each case, to the extent (A) incurred in the Ordinary Course of Business and otherwise in compliance with the terms and conditions of this Agreement, (B) whose status as an account payable as of Closing is consistent with the past practice of the Selling Entities and whose payment was not delayed in anticipation of Closing, and (C) not arising under or otherwise relating to any Excluded Asset;

(c) all Cure Payments;

(d) (i) all Liabilities relating to the Assumed Plans or that otherwise transfer to the Buyer pursuant to applicable Law relating to the ITC Benefit Plans, (ii) all Liabilities relating to the Assumed CBAs (other than the Canadian Collective Bargaining Agreements) that arise as a result of an event or events that occur on or after the Closing, (iii) all Liabilities relating to the Canadian Collective Bargaining Agreements, and (iv) those Liabilities expressly assumed by the Buyer pursuant to Section 7.9, including with respect to accrued but unused vacation or other paid time off ("PTO"); provided that nothing in this Section 2.3(d) limits or alters the Selling Entities' obligations under Section 7.9;

(e) costs and expenses of any mine or facility closure or reclamation at any of the Real Properties or of any investigation, remediation or removal of Hazardous Materials in soil, soil vapor, sediment, groundwater, or other Environmental media at, under or migrating to or from any of the Real Properties, in each case to the extent required by operation of law or any Governmental Body pursuant to Environmental Law; and

(f) all real and personal property Taxes allocated to the Buyer pursuant to Section 7.10(d).

2.4 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, the Buyer shall not assume, be deemed to assume, be obligated to pay, perform or otherwise discharge any Liabilities of the Selling Entities other than the Assumed Liabilities (collectively, the "Excluded Liabilities"), including:

(a) all Taxes of the Selling Entities (or Taxes of any branch offices of any Selling Entity) or Taxes arising from the ownership of the Purchased Assets with respect to any Pre-Closing Tax Period, including Taxes imposed on the Selling Entities under Treasury Regulations Section 1.1502-6 and similar provisions of state, provincial, local or foreign Tax law, other than Taxes expressly payable by the Buyer pursuant to Section 7.10;

(b) all Liabilities relating to, or with respect to any Service Provider, any Collective Bargaining Agreement, or any Company Benefit Plan, other than those Liabilities that are Assumed Liabilities;

(c) all Liabilities relating to Excluded Assets;

(d) all Liabilities relating to any Talc Personal Injury Claim;

(e) all Liabilities of the Selling Entities to any Affiliate of the Selling Entities, including for any intercompany debt; and

(f) any and all Environmental Costs and Liabilities arising out of, relating to or resulting from any Selling Entity, the Business or the Purchased Assets except to the extent covered by Section 2.3(e).

2.5 Executory Contracts.

(a) Schedule 2.5(a) sets forth a list (prepared using the Selling Entities' good faith and reasonable efforts) of the executory Contracts and unexpired leases to which, to the

Knowledge of Seller, any of Selling Entities is a party, and which are available to be included in the Assumed Agreements and Assumed Real Property Leases, as well as the Selling Entities' good faith estimate of the Cure Payments with respect to each Assumed Agreement and Assumed Real Property Lease (the "Assumed Agreements and Leases Schedule"). The Buyer may, from time to time, amend or revise the Assumed Agreements and Leases Schedule in order to (i) add any Non-Real Property Contract or Real Property Lease to such Schedule up to fourteen (14) days prior to the Sale Hearing (the "Designation Deadline"), in which case such Non-Real Property Contract or Real Property Lease shall constitute an Assumed Agreement or Assumed Real Property Lease, as applicable, or (ii) remove any Non-Real Property Contract or Real Property Lease to or from such Schedule up to three (3) days prior to the Closing, in which case such Non-Real Property Contract or Real Property Lease shall constitute an Excluded Asset and shall not constitute an Assumed Agreement or Assumed Real Property Lease, as applicable. Subject to Section 7.19 of this Agreement, all executory Contracts and unexpired leases of the Selling Entities that are not listed in Section 2.5(a) shall not be considered an Assumed Agreement or Assumed Real Property Lease and shall be deemed an Excluded Asset. All Contracts of the Selling Entities that are listed in the Assumed Agreements and Leases Schedule as of the Designation Deadline are referred to in this Agreement as "Core Contracts."

(b) The Selling Entities shall use commercially reasonable efforts to take all actions required to assume and assign the Assumed Agreements and Assumed Real Property Leases to the Buyer, including timely providing all necessary notices as contemplated by this Agreement and by the Bidding Procedures Order, and using commercially reasonable efforts to (i) facilitate any negotiations with the counterparties to such Assumed Agreements and Assumed Real Property Leases to the extent reasonably requested by Buyer and (ii) obtain an Order prior to or at the Sale Hearing containing a finding that with respect to the Assumed Agreements and Assumed Real Property Leases and subject to Closing, (x) the proposed assumption and assignment to the Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code, (y) the Buyer is responsible only for Assumed Liabilities as they relate to the Assumed Agreements and Assumed Real Property Leases, and (z) the Selling Entities shall be deemed released from any liability arising under such Assumed Agreements and Assumed Real Property Leases. The Selling Entities shall have no obligation to the Buyer to provide adequate assurances of future performance under any Assumed Agreements and Assumed Real Property Leases in connection with the assignment and assumption thereof by the Selling Entities to the Buyer. Subject in all respects to Section 7.19, the Selling Entities shall take all reasonably necessary actions in order to resolve prior to or at the Sale Hearing the amount, if any, of Cure Payments required for any Assumed Agreement or Assumed Real Property Lease entered into prior to the Petition Date; *provided* that the Buyer and the Selling Entities may mutually agree to defer any resolution or proceeding regarding a disputed Cure Amount to a date following the Sale Hearing.

(c) At the Closing (or such later date as the Bankruptcy Court may establish) the Selling Entities shall assume and assign to the Buyer the Assumed Agreements and Assumed Real Property Leases, pursuant to, *inter alia*, section 365 of the Bankruptcy Code and Section 11.3 of the CCAA, as applicable, the Sale Order, and/or the Recognition Order, as applicable, subject to provision by the Buyer of adequate assurance as may be required under section 365 of the Bankruptcy Code and Section 11.3 of the CCAA, as applicable and payment of the Cure Payments in respect of Assumed Agreements and Assumed Real Property Leases as contemplated hereby.

(d) The Buyer shall be responsible for demonstrating adequate assurance of future performance as may be required under section 365 of the Bankruptcy Code and Section 11.3 of the CCAA, as applicable, as to itself.

(e) Payment of all Cure Payments for each Assumed Agreement and Assumed Real Property Lease shall be the sole responsibility of the Buyer, irrespective of the aggregate amount of such Cure Payments and shall be paid by the Buyer as promptly as practicable following the assumption and assignment of each such Assumed Agreement or Assumed Real Property Lease. Notwithstanding anything herein to the contrary, the Buyer may elect up to three (3) days at any time prior to the Closing to remove any executory Contract or unexpired lease from the Assumed Agreements and Leases Schedule, and in such event, no Cure Payment shall be due for any such executory Contract or unexpired lease.

2.6 Allocation.

(a) At least five (5) Business Days prior to Closing, the Buyer shall deliver to the Selling Entities a proposed purchase price allocation schedule (the "Closing Allocation") allocating the Cash Purchase Price between the Purchased Assets of Imerys Talc Canada Inc., on the one hand, and the Purchased Assets of the other Selling Entities, on the other. The Buyer shall thereafter consult with the Selling Entities and consider in good faith any changes reasonably proposed by the Selling Entities with respect to the Closing Allocation. At least two (2) days prior to Closing, the Buyer shall deliver to the Selling Entities a final Closing Allocation, which final Closing Allocation shall be subject to consent of the Selling Entities (not to be unreasonably withheld, conditioned or delayed).

(b) The Buyer shall within ninety (90) days following the Closing Date, deliver to the Selling Entities an allocation of the Cash Purchase Price (and the Assumed Liabilities, to the extent properly taken into account under the Code) among the Purchased Assets (the "Allocation") in accordance with the Closing Allocation and Section 1060 of the Code and the Treasury regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate). Within thirty (30) days following the Selling Entities' receipt of the Allocation, the Selling Entities may provide the Buyer with any comments to the Allocation. The Buyer shall include any reasonable comments to the Allocation so provided by the Selling Entities. The parties hereto agree to file all Tax Returns (including IRS Form 8594) consistent with the Allocation unless otherwise required by applicable Law; provided that nothing contained herein shall prevent the Buyer or the Selling Entities from settling any proposed deficiency or adjustment by any Governmental Body based upon or arising out of the Allocation, and neither the Buyer nor the Selling Entities shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Body challenging the Allocation. In administering the Chapter 11 Cases and the Canadian Proceeding, neither the Selling Entities nor the Bankruptcy Court shall be required to apply the Allocation in determining the manner in which the Purchase Price should be allocated as between the Selling Entities, their respective estates, or creditors thereof.

2.7 Misallocated Assets. If after the Closing (a) the Buyer holds any Excluded Assets or Excluded Liabilities or (b) the Selling Entities hold any Purchased Assets or Assumed Liabilities, the Buyer or the Selling Entities, as applicable, will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case

may be) the other party for no additional consideration. Prior to any such transfer, the party receiving or possessing any such asset will hold it in trust for the benefit of such other party.

2.8 No Successor Liability. The parties hereto intend that, to the fullest extent permitted by Law (including under section 363 of the Bankruptcy Code and under the CCAA), upon the Closing, it shall be deemed that the Buyer: (i) is not the successor of the Selling Entities, (ii) has not, *de facto*, or otherwise, merged with or into the Selling Entities, (iii) is not a mere continuation or substantial continuation of the Selling Entities or the enterprise(s) of the Selling Entities, (iv) is not a successor employer as defined in the Code or by the U.S. National Labor Relations Board or under other applicable Law, and (v) is not liable for any acts or omissions of the Selling Entities in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the parties hereto intend that the Buyer shall not be liable for or any of the Selling Entities' predecessors or Affiliates, and the Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any Liabilities of the Selling Entities arising prior to the Closing Date. The parties hereto agree that the provisions substantially in the form of this Section 2.8 shall be reflected in the Sale Order and the Recognition Order.

ARTICLE III
PURCHASE PRICE; DEPOSIT

3.1 Purchase Price. In consideration for the Purchased Assets, upon the terms and conditions of this Agreement, at the Closing: (a) the Buyer shall pay or caused to be paid to Imerys Talc America, Inc. on behalf of itself and on behalf of the other Selling Entities, by wire transfer of immediately available funds to an account or accounts designated by the Selling Entities prior to the Closing, an amount equal to $223,000,000 (the "Cash Purchase Price"), provided that the Deposit shall be applied to the Cash Purchase Price at Closing, and (b) the Buyer shall assume the Assumed Liabilities by executing the Assumption Agreement(s) (collectively, the "Purchase Price").

3.2 Deposit. Within four (4) Business Days after the date of this Agreement, the Buyer shall deposit into an escrow account (the "Escrow Account") with Wilmington Trust, National Association (the "Escrow Agent") an amount equal to $22,300,000 (together with any interest accrued thereon prior to the Closing Date, the "Deposit") by wire transfer of immediately available funds pursuant to an escrow agreement by and among the Buyer, the Selling Entities and the Escrow Agent substantially in the form of Exhibit D (the "Escrow Agreement"). The Deposit shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any of the Selling Entities or the Buyer. The Deposit (or, if applicable, the portion thereof comprising the Termination Payment Amount under Section 9.3(a)) shall become payable to Imerys Talc America, Inc. upon the earlier of (a) the Closing or (b) a valid termination of this Agreement pursuant to Section 9.1 for which the Deposit or the Termination Payment Amount is payable to the Selling Entities pursuant to Section 9.3(a). At the Closing, the Deposit shall be delivered to an account designated by the Selling Entities by wire transfer of immediately available funds as payment of a portion of the Cash Purchase Price payable pursuant to Section 3.1. In the event the Deposit (or, if applicable, the portion thereof comprising the

Termination Payment Amount under Section 9.3(a)) becomes payable to Imerys Talc America, Inc., the Escrow Agent shall, within two (2) Business Days after receiving notice of such termination from the Selling Entities, disburse the Deposit (or, if applicable, the portion thereof comprising the Termination Payment Amount under Section 9.3(a)) to an account designated by the Selling Entities by wire transfer of immediately available funds to be retained by Imerys Talc America, Inc. for the Selling Entities, and, the remainder (if any) of the Deposit to an account designated by the Buyer by wire transfer of immediately available funds. If this Agreement or the transactions contemplated herein are terminated other than in circumstances in which the Deposit or the Termination Payment Amount is payable to the Selling Entities under Section 9.3(a), the Selling Entities and the Buyer shall instruct the Escrow Agent to, and the Escrow Agent shall, within two (2) Business Days after such instruction, return to the Buyer the Deposit by wire transfer of immediately available funds. The Escrow Agent's escrow fees and charges shall be paid by the Buyer.

ARTICLE IV
THE CLOSING

4.1 Time and Place of the Closing. Upon the terms and subject to the satisfaction of the conditions contained in Article VIII of this Agreement, the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m. (Eastern time) remotely via the exchange of documents and signature pages, no later than the second (2nd) Business Day following the date on which the conditions set forth in Article VIII have been satisfied or, to the extent permitted, waived by the applicable party in writing (other than conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted, waiver of such conditions at or prior to the Closing), or at such other place and time as the Buyer and the Selling Entities may mutually agree. The date on which the Closing actually occurs is herein referred to as the "Closing Date." For purposes of this Agreement, from and after the Closing, the Closing shall be deemed to have occurred at 12:01 a.m. (Eastern time) on the Closing Date.

4.2 Deliveries by the Selling Entities. At or prior to the Closing, the Selling Entities or Parent, as the case may be, shall deliver the following to the Buyer:

(a) the Bills of Sale, duly executed by the applicable Selling Entities;

(b) the Assumption Agreements, duly executed by the Selling Entities;

(c) the IP Assignment Agreements, duly executed by the applicable Selling Entities or Affiliate of the Selling Entities;

(d) the IP License Agreement, duly executed by Parent;

(e) the Trademark License Agreement, duly executed by Parent;

(f) the Parent-Buyer Agreements and the Transition Services Agreement, duly executed by Parent or one or more of its Affiliates, as applicable;

(g) the Environmental Services Agreement, duly executed by the Selling Entities;

(h) the Trademark Assignment Agreement, duly executed and delivered by the parties thereto;

(i) a duly executed copy of the agreement referenced on Schedule 4.2(i);

(j) an affidavit from each of Imerys Talc America, Inc. and Imerys Talc Vermont, Inc., dated the Closing Date and in form and substance reasonably acceptable to the Buyer, certifying that withholding is not required under Section 1445 of the Code upon any consideration paid to such Selling Entities;

(k) duly executed and acknowledged Deeds in recordable form customary for commercial transactions in the applicable jurisdiction for each Owned Real Property, conveying title in such Owned Real Property to the Buyer, subject to any Permitted Liens;

(l) such other instruments of assignment or conveyance duly executed by the applicable Selling Entities as shall be reasonably requested or reasonably necessary to transfer the Purchased Assets to the Buyer in accordance with this Agreement;

(m) the certificate contemplated by Section 8.1;

(n) a receipt for the Cash Purchase Price in the form attached hereto as Exhibit G, duly executed by the Selling Entities;

(o) a copy of the Sale Order entered with the Bankruptcy Court and the Recognition Order entered with the Canadian Court; and

(p) certified copies of the resolutions of each of the board of directors (or similar governing body) of each Selling Entity authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to which each Selling Entity is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby.

4.3 Deliveries by the Buyer. At or prior to the Closing, the Buyer shall deliver the following to the Selling Entities:

(a) the Cash Purchase Price (reduced by the amount of the Deposit if the Deposit is simultaneously delivered to the Selling Entities at Closing from the Escrow Account);

(b) certified copies of the resolutions duly adopted by the Buyer's board of directors authorizing the execution, delivery and performance of this Agreement and each of the other transactions contemplated hereby, as well as any other approvals required for the Buyer to consummate the transactions contemplated hereby;

(c) the Assumption Agreements and the IP Assignment Agreements, duly executed by the Buyer;

(d) the IP License Agreement, duly executed by the Buyer;

(e) the Trademark License Agreement, duly executed by the Buyer;

(f) the Environmental Services Agreement, duly executed by the Buyer;

(g) the Transition Services Agreement, duly executed by the Buyer;

(h) such other instruments of assumption duly executed by the Buyer as shall be reasonably requested by the Selling Entities or reasonably necessary for the Buyer to assume the Assumed Liabilities and otherwise effectuate the transactions contemplated hereby, in each case in accordance with this Agreement; and

(i) the certificate contemplated by Section 8.2.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE SELLING ENTITIES

Except as set forth in the disclosure schedules delivered by the Selling Entities to the Buyer prior to the execution of this Agreement (the "Schedules"), the Selling Entities hereby jointly and severally represent and warrant to the Buyer that:

5.1 Organization and Good Standing. Each Selling Entity is a corporation or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, formation or organization and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted, except as a result of filing the Chapter 11 Cases and the Canadian Proceeding. Each Selling Entity is duly qualified or authorized to do business as a foreign corporation and is in good standing under the laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. All jurisdictions in which each Selling Entity is qualified to do Business are set forth in Schedule 5.1.

5.2 Authorization of Agreement. Subject to the applicable provisions of the Bankruptcy Code and the Bankruptcy Court's entry of the Sale Order and the Canadian Court's entry of the Recognition Order, each Selling Entity has all requisite corporate power and authority to execute and deliver the Transaction Documents to be executed by the Selling Entities in connection with the consummation of the transactions contemplated thereby and to consummate the transactions contemplated by the Transaction Documents. The execution and delivery of the Transaction Documents and the consummation of the transactions contemplated thereby have been duly authorized by all requisite corporate action on the part of each Selling Entity. Subject to the Bankruptcy Court's entry of the Sale Order and the Canadian Court's entry of the Recognition Order, this Agreement has been, and each of the other Transaction Documents will be at or prior to the Closing, duly and validly executed and delivered by the Selling Entities and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each other Transaction Document when so executed and delivered will constitute,

the legal, valid and binding obligations of each Selling Entity, enforceable against it in accordance with its respective terms, in each case, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity (collectively, "Bankruptcy Exceptions").

5.3 Conflicts; Consents of Third Parties.

(a) Subject to the Bankruptcy Court's entry of the Sale Order and the Canadian Court's entry of the Recognition Order and except to the extent excused by or unenforceable as a result of the filing of the Chapter 11 Cases or the Canadian Proceeding, none of the execution and delivery by the Selling Entities of this Agreement or the other Transaction Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by the Selling Entities with any of the provisions hereof or thereof will conflict with, result in any violation of or default (with or without notice or lapse of time, or both) under, give rise to a right of termination or cancellation under, require a consent, notice or waiver under, require the payment of a penalty or increased liabilities or fees or the loss of a benefit under or result in the imposition of any Lien (other than Permitted Liens) under, any provision of (i) the Selling Entities' organizational documents; (ii) except as set forth on Schedule 5.3(a)(ii), any Material Contract or material Permit to which any Selling Entities is a party or by which any of the material properties or assets of any Selling Entity is bound (except to the extent any consent or anti-assignment provisions thereof are rendered unenforceable by the applicable provisions of the Bankruptcy Code or by Order of the Bankruptcy Court); (iii) any Order applicable to any Selling Entity or by which any of the properties or assets of any Selling Entity are bound; or (iv) assuming receipt of all approvals, authorizations, consents, notices or waiting period expirations or terminations as described in Section 5.3(b) or set forth on Schedule 5.3(a)(iv), any applicable Law, except in the case of clauses (ii) through (iv) for such matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Body is required on the part of any Selling Entity in connection with the execution and delivery of this Agreement or the Transaction Documents or the compliance by the Selling Entities with any of the provisions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act and any other applicable Competition Laws, (ii) the CFIUS Approval, (iii) entry by the Bankruptcy Court of the Sale Order, (iv) entry by the Canadian Court of the Recognition Order, (v) those matters set forth on Schedule 5.3(a)(ii), and (vi) such matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

5.4 No Subsidiaries. Except for Imerys Talc America, Inc.'s ownership of Imerys Talc Vermont, Inc., none of the Selling Entities have any Subsidiaries.

5.5 Financial Statements. The (a) unaudited balance sheet and income statement of Imerys Talc America, Inc. as of and for the years ended December 31, 2019 and 2018, and the unaudited balance sheet and income statement of Imerys Talc America, Inc. as of and for the six-month period ended June 30, 2020, (b) unaudited balance sheet and income statement of Imerys

Talc Vermont, Inc. as of and for the years ended December 31, 2019 and 2018, and the unaudited balance sheet and income statement of Imerys Talc Vermont, Inc. as of and for the six-month period ended June 30, 2020, and (c) unaudited balance sheet and income statement of Imerys Talc Canada Inc. as of and for the years ended December 31, 2019 and 2018, and the unaudited balance sheet and income statement of Imerys Talc Canada Inc. as of and for the six-month period ended June 30, 2020 (collectively, the "Financial Statements") were not prepared as part of Parent's normal reporting process and have been compiled by the Selling Entities' management from source documentation prepared in accordance with internal accounting policies used by Parent for external reporting purposes, which are consistent with GAAP, subject, in the case of unaudited quarterly financial statements, to normal year-end adjustments and the omission of footnotes. The Financial Statements present fairly, in all material respects, the financial condition and results of operations of the Selling Entities (as applicable) as of and for the periods presented therein (subject to the absence of footnotes and, in the case of quarterly financial statements, normal year-end adjustments). For the purposes hereof, June 30, 2020 is referred to as the "Balance Sheet Date."

5.6 Absence of Certain Developments.

(a) Since the Balance Sheet Date, there has not been any effect, event, change, occurrence or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(b) Except (x) as set forth on Schedule 5.6(b) or (y) as otherwise expressly contemplated by this Agreement, since the Balance Sheet Date through the date of this Agreement, (i) the Selling Entities have conducted their respective businesses in all material respects in the Ordinary Course of Business (except as otherwise expressly contemplated by this Agreement and/or as a result of the Chapter 11 Cases and the Canadian Proceeding or as determined to be reasonably necessary in the Selling Entities' good faith business judgment in connection with the events and circumstances related to the COVID-19 virus) and (ii) no Selling Entity (A) has sold, transferred or otherwise disposed of any of its material properties or assets or any interest therein, except sales in the Ordinary Course of Business or the disposal of obsolete or worthless assets, (B) has changed its methods of keeping its books of account or accounting practices, except as required by GAAP or (C) has agreed or committed to do any of the foregoing.

5.7 Taxes.

(a) The Selling Entities have filed or obtained extensions with respect to all material Tax Returns that are required by applicable Laws to be filed by them, and all such filed Tax Returns were true, correct and complete in all material respects. Since January 1, 2018, no claim has been made in writing by a Governmental Body in a jurisdiction where the Selling Entities do not file Tax Returns that the Selling Entities or the Business is or may be subject to taxation by that jurisdiction. Except as set forth in Schedule 5.7(a), or which would not be expected to result in a Lien on the Purchased Assets, there is no audit, examination, dispute, claim or controversy concerning any material Liability for Tax or Tax Return of the Selling Entities or with respect to the Business or Purchased Assets in progress, pending, claimed, or in writing by any taxing authority. The Selling Entities have not entered into or requested any agreement to extend or waive the statutory period of limitations for the assessment or collection of Taxes which agreement is still in effect.

(b) The Selling Entities have paid in all material respects all Taxes owed by them with respect to the Purchased Assets, other than those Taxes (i) not paid as a result of the Chapter 11 Cases (which are set forth in Schedule 5.7(b)), (ii) contested in good faith by appropriate proceedings or (iii) which would not be expected to result in a Lien upon the Purchased Assets (other than a Permitted Lien).

(c) All material Taxes that the Selling Entities are required by Law to withhold and collect have in all material respects been duly withheld, collected and paid over to the extent due and payable.

(d) No Selling Entity is party to any Tax sharing, Tax allocation or Tax indemnity agreement, except for (i) any such agreement solely between the Selling Entities, (ii) any such agreement for which the Buyer shall not be liable following the Closing, or (iii) customary gross-up or indemnification provisions in commercial agreements entered into in the Ordinary Course of Business, the primary subject matter of which is not related to Taxes.

(e) There are no Liens for Taxes (other than Permitted Liens) upon the Purchased Assets.

(f) Notwithstanding any representation or warranty in this Agreement to the contrary, no representation or warranty is being made by the Selling Entities as to availability of any Tax attribute or the utilization thereof by the Buyer or its Affiliates following the Closing.

(g) Imerys Talc Canada Inc. is not a non-resident of Canada within the meaning of the Tax Act.

(h) Imerys Talc Canada Inc. is registered under the ETA and the corresponding provisions of any applicable provincial sales or value-added tax laws, as applicable, with respect to ETA Tax with registration number 124888488.

This Section 5.7 represents the sole and exclusive representation and warranty of the Selling Entities regarding Tax matters.

5.8 Real Property, Real Property Leases and Mineral Rights.

(a) Schedule 5.8(a) sets forth, in each case as of the date of this Agreement, a complete list of all leases and subleases of real property to or by any Selling Entity, other than Affiliate Contracts set forth on Schedule 5.16 (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, individually, a "Real Property Lease" and collectively, the "Real Property Leases"). Other than with respect to Affiliate Contracts, none of the Selling Entities has received or provided any written or, to the Knowledge of Seller, oral notice of any default or event that with notice or lapse of time, or both, would constitute a default by any Selling Entity under any of the Real Property Leases, except for such defaults that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) Schedule 5.8(b) sets forth, in each case as of the date of this Agreement, a complete list of all real property owned by any Selling Entity. Each Selling Entity has good and, as applicable, marketable fee simple title to, or a valid interest in, as applicable, the Facilities set

forth opposite its name in Schedule 5.8(b), in each case free and clear of all Liens (except Permitted Liens and materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business that are being contested in good faith). No material portion of the Facilities is the subject of, or affected by, condemnation, expropriation or eminent domain proceedings, or other proceeding challenging title or the rights to such real property, currently instituted or pending. Except (i) as set forth in Schedules 5.8(a) and 5.8(b), (ii) for mining contractors engaged by the Selling Entities (collectively, the "Contractors"), and (iii) surface owners of real property at which Mining Rights are located, no Person other than a Selling Entity has been granted any right to use or otherwise occupy the Facilities or any part thereof.

(c)(i) All rights, title and interests in and to (A) the Mineral Rights identified in Sections 5.8(a) and 5.8(b) and (B) any unpatented mining claims, unpatented mill claims, and mining licenses of occupation held in the name of or for the benefit of the Selling Entities, in each case that are actively used in the Business (collectively, the "Business Mining Rights") are held by the Selling Entities, free clear of all Liens, except Permitted Liens and materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business that are being contested in good faith. All such Business Mining Rights in Canada and Montana have been validly staked, recorded and duly registered in the appropriate office or registry of the relevant Governmental Body in compliance with applicable Law, and all such Business Mining Rights in Vermont have been recorded in the appropriate office of the relevant Governmental Body in compliance with applicable Law; the Business Mining Rights are valid and in good standing; and all rentals, fees, expenditures and other payments owed in respect thereof to Governmental Bodies have been paid or incurred and all required filings in respect thereof have been duly made.

(ii) There are no adverse Claims or Legal Proceedings pending or, to the Knowledge of Seller, threatened against or affecting the title to or ownership of the Business Mining Rights at Law or before or by any Governmental Body which, if adversely determined against the applicable Selling Entity, would materially adversely affect such Selling Entity's title to or ownership of such Business Mining Rights.

(iii) Except as set forth on Schedule 5.8(c)(iii), no person other than the Selling Entities, the Contractors and Governmental Bodies entitled to production and other similar Taxes has any interest in the Business Mining Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest.

(iv) Except as set forth on Schedule 5.10(a)(vi)(D), there are no rights of first refusal, rights of first offer or similar provisions or rights that grant a Person the right to acquire the interest of any Selling Entity in the Business Mining Rights.

(v) Subject to applicable Law and approval of the applicable closure plans by the Governmental Bodies having jurisdiction thereover, the Business Mining Rights held by each Selling Entity do not contain any terms or conditions that would impede or prevent the conduct of its mining and other operations as currently being conducted or the exploitation in the future of the Business Mining Rights held by it in accordance with mining plans and feasibility studies in place as of the APA Effective Date.

(vi) To the extent required, each of the Selling Entities has the surface rights from landowners or Governmental Bodies necessary to conduct its mining and other operations as currently being conducted in Canada, Vermont or Montana, as applicable, and to exploit in future the Business Mining Rights held by it in Canada, Vermont and Montana in accordance with mining plans and feasibility studies in place as of the APA Effective Date.

(vii) No Selling Entity has received any written notice from any Governmental Body of any revocation or intention to revoke any interest of such Selling Entity in any of the Business Mining Rights.

(viii) All material information and estimates relating to mineral reserves and mineral resources at the operating mines of the Selling Entities has been made available to the Buyer in a virtual data room of the Selling Entities ("VDR"). Other than with respect to ordinary course depletion due to mining, there has been no material reduction in the aggregate amount of mineral reserves or mineral resources from the amounts disclosed to the Buyer in the VDR.

5.9 Intellectual Property.

(a) Schedule 5.9(a) sets forth, in each case as of the date of this Agreement, an accurate and complete list of all United States and foreign issued Patents, pending Patent applications, registered Marks, pending applications for registration of Marks, registered Copyrights, and Internet domain names (i) owned by any Selling Entity, or (ii) included in the Assigned Trademarks, but in each case of subparts (i) and (ii), excluding the Parent Marks and Excluded Website (the foregoing being, collectively, the "Company Registered Intellectual Property"). No registrations or applications for material Company Registered Intellectual Property have expired or been canceled or abandoned except in accordance with the expiration of the term of such rights or where the Selling Entities have made a business judgment to permit such registrations or applications to expire, be canceled, or become abandoned.

(b) All (i) material Seller Intellectual Property (excluding the Assigned Trademarks) is exclusively owned by a Selling Entity and (ii) with respect to the Assigned Trademarks, is exclusively owned by Parent as of the date hereof and a Selling Entity as of the Closing Date, in each case of subparts (i) and (ii), free and clear of all Liens (except for Permitted Liens).

(c) To the Knowledge of Seller, the conduct of the Business does not infringe, violate, dilute or constitute misappropriation of any Intellectual Property of any third Person.

(d) To the Knowledge of Seller, no third Person is infringing, violating, diluting or misappropriating any Selling Entity's rights in Company Registered Intellectual Property.

(e) As of the date of this Agreement, there is no pending, or to the Knowledge of Seller, threatened, Legal Proceeding, nor asserted, claim (including any "cease and desist" letters and invitations to license) (i) that any Selling Entity is infringing, misappropriating, diluting or violating any Intellectual Property rights of any third Person, or (ii) contesting or challenging the ownership, validity, registrability or enforceability of the Seller Intellectual Property.

(f) As of the date of this Agreement, there are no Orders to which any Selling Entity is a party or, to the Knowledge of Seller, by which any Selling Entity is subject or bound, that restrict such Selling Entity's rights to use any material Seller Intellectual Property used by the Selling Entities or in the Ordinary Course of Business.

(g) The Selling Entities have taken commercially reasonable measures to protect the confidentiality of material proprietary information included in the Seller Intellectual Property, including Trade Secrets of the Selling Entities and Third Party confidential information provided to the Selling Entities that they are obligated to maintain in confidence, and, to the Knowledge of Seller, there has been no unauthorized use or disclosure of any such proprietary information. Except as set forth on Schedule 5.9(g), all former and current officers, directors, employees, consultants, advisors and independent contractors of the Selling Entities who have contributed to or participated in the conception or development for the Selling Entities of any Intellectual Property included in the Seller Intellectual Property ("Contributors") have entered into valid and binding proprietary rights agreements with one of the Selling Entities assigning or vesting ownership of all such Intellectual Property rights to such Selling Entity and, where legally permissible, waiving all moral rights in and to such Intellectual Property.

(h) As of the Closing Date, other than the Seller Intellectual Property and any Licensed Intellectual Property, none of the Selling Entities or any of their Affiliates own, or is licensed by any Third Party to use, any Intellectual Property that is primarily related to the Business.

(i) Except as set forth on Schedule 5.19, the Seller Intellectual Property and the Licensed Intellectual Property and any services or licenses provided under any Transaction Document, including but not limited to the services provided under the Transition Services Agreement, constitute all the material Intellectual Property necessary for operation of the Business in the manner presently conducted.

(j) The software, systems, servers, computers, hardware, firmware, networks and all other information technology equipment owned or used by any Selling Entity (i) are adequate for, operate and perform in all material respects as required by the Selling Entities, in accordance with their documentation and functional specifications and (ii) to the Knowledge of Seller, have not been accessed by an unauthorized Person. The Selling Entities have implemented reasonable backup, security and disaster recovery measures consistent with industry practices.

Sections 5.3, 5.6, 5.9, 5.10, 5.19 and 5.24 represent the sole and exclusive representations and warranties of the Selling Entities regarding Intellectual Property matters.

5.10 Material Contracts, Assumed Agreements and Assumed Real Property Leases

(a) Schedule 5.10(a) sets forth a list of all of the following Contracts to which any Selling Entity is a party as of the date of this Agreement, other than Affiliate Contracts set forth on Schedule 5.16 (collectively, the "Material Contracts"), organized under a header for each subsection:

(i) each Contract relating to the sale of goods, or the provisions of any services by, any Selling Entity for consideration in excess of $500,000 or the equivalent in

other currencies during the twelve-month period ending on the Balance Sheet Date (other than Contracts that can be terminated by such Selling Entity without penalty on 60 days' or fewer notice);

(ii) each Contract relating to the acquisition or disposition by any Selling Entity of any business, division or product line or the capital stock of any other Person since the Balance Sheet Date, in each case pursuant to which any earn-outs or deferred, contingent purchase price or material indemnification obligations of any Selling Entity remain outstanding;

(iii) each Contract providing for the incurrence of outstanding Indebtedness as of the date of this Agreement or the making of any outstanding loans as of the date of this Agreement (other than routine advances to employees for travel expenses and/or sales commissions in the Ordinary Course of Business);

(iv) each Contract creating or governing a joint venture, partnership or similar arrangement (other than distribution agreements and reseller agreements in the Ordinary Course of Business);

(v) license agreements that are material to the Business, pursuant to which any Selling Entity is a named party and (A) license in Licensed Intellectual Property for consideration in excess of $100,000 during the twelve-month period ending on the Balance Sheet Date, or (B) license out Seller Intellectual Property for consideration in excess of $100,000 during the twelve-month period ending on the Balance Sheet Date, in each case, other than non-exclusive license agreements, customer agreements entered into in the Ordinary Course of Business, non-disclosure agreements entered into in the Ordinary Course of Business, and/or agreements for generally commercially available "off-the-shelf" software;

(vi) each Contract (A) containing a covenant expressly limiting in any material respect the freedom of any Selling Entity (or that would limit in any material respect the freedom of the Buyer after the Closing) to engage in any business with any Person or in any geographic area or to compete with any Person, (B) expressly limiting in any material respect the ability of any Selling Entity to incur indebtedness for borrowed money, (C) obligating any Selling Entity to purchase or otherwise obtain any product or service exclusively from a single party or sell any product or service exclusively to a single party, or (D) containing any provision that grants any Person a right of first refusal, first offer or similar right to purchase any right, asset or property of, or equity interest in, any Selling Entity;

(vii) each Contract creating a Lien (other than Permitted Liens) upon any assets of any Selling Entity;

(viii) each Contract reflecting a settlement of any threatened or pending Legal Proceedings, other than (A) releases entered into with former employees or independent contractors of any Selling Entity, on an individual (and not class or collective basis), in the Ordinary Course of Business in connection with the routine cessation of such

employee's or independent contractor's employment with any Selling Entity, (B) settlement agreements under which no Selling Entity has any continuing material obligations, liabilities or rights (excluding releases), (C) settlement agreements pertaining to the resolution of Talc Personal Injury Claims, (D) claims related to any Excluded Assets or Excluded Liabilities or (E) settlement agreements pertaining to claims that do not involve payments in excess of $100,000 (exclusive of attorney's fees and amounts covered by insurance);

(ix) all operating leases (as lessor or lessee) of tangible personal property (other than any such lease calling for payments of less than $500,000 per year);

(x) the agreements set out in Schedule 5.21; and

(xi) other than (x) customer agreements entered into in the Ordinary Course of Business and (y) non-exclusive license agreements, each material Contract with any Governmental Body.

(b) Except as set forth on Schedule 5.10(b), true and correct copies of each Material Contract (including all amendments or modifications thereto) have been made available to the Buyer prior to the date of this Agreement. Each Material Contract (i) is a valid and binding agreement of the applicable Selling Entity and, to the Knowledge of Seller, the other parties thereto and (ii) is in full force and effect and is enforceable in accordance with its terms, except to the extent any Material Contract terminates in accordance with its terms after the date of this Agreement and prior to the Closing (subject to applicable Bankruptcy Exceptions). The Selling Entities and, to the Knowledge of Seller, each of the other parties thereto, except as a result of the Chapter 11 Cases or the Canadian Proceeding, are not in breach of, or default or violation under, any of such Material Contracts and no event has occurred that with notice or lapse of time, or both, would constitute such a breach, default or violation, except for any such breaches, defaults or violations that, individually or in the aggregate, would not reasonably be expected to be material to the Business. No Selling Entity has received any written notice of any termination, default or event that with notice or lapse of time, or both, would constitute a default by any Selling Entity under any Material Contract, except for any such breaches, defaults or violations that, individually or in the aggregate, would not reasonably be expected to be material to the Business.

(c) Except as set forth in Schedule 5.10(c), none of the Selling Entities is a party to any master service agreements, umbrella agreements or similar agreements pursuant to which the Selling Entities have purchased goods or services valued in excess of $500,000 within the past twelve (12) months; provided, that (i) underlying purchase orders, sale orders or other similar documents, (ii) any agreements they may not be assumed and assigned pursuant to sections 363 and 365 of the Bankruptcy Code or which are not otherwise available to be included in the Assumed Agreements and Assumed Real Property Leases (including any agreements for professional services in connection with the Chapter 11 Cases or the transactions contemplated by this Agreement) and (iii) agreements between any Selling Entity, on the one hand, and any other Selling Entity, on the other hand, need not be disclosed for the purposes of this Section 5.10(c).

5.11 Employee Benefit Plans.

(a) The term "Company Benefit Plan" means any (i) plan providing benefits to employees of the Selling Entities including any "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA), (ii) all other bonus, equity-based, incentive, profit-sharing, deferred compensation, PTO, medical, dental, vision, prescription or fringe benefits, perquisites, life insurance, disability, pension, retirement, retiree medical, supplemental retirement, supplemental unemployment, salary continuation, severance, transaction bonus, education assistance or similar plans, agreements, policies, programs or arrangements (excluding any plans, agreements, policies, programs or arrangements mandated by applicable Law), and (iii) employment agreements, in each case that is entered into, sponsored, maintained, contributed to or required to be entered into, sponsored, maintained or contributed to by any Selling Entity or any ERISA Affiliate of a Selling Entity or Imerys USA for the benefit of any current or former employee, officer or director of any Selling Entity (each, a "Service Provider") or his or her beneficiaries, in which any Service Provider or his or her beneficiaries participates or is eligible to participate, or in respect of which any Selling Entity has any Liability. Schedule 5.11(a) contains a list of each Company Benefit Plan as of the date of this Agreement that covers any Service Provider primarily based in the United States (the "U.S. Benefit Plans"). Schedule 5.11(a) contains a list of each Company Benefit Plan (other than employment agreements that do not deviate in any material respect from any template employment agreement listed on Schedule 5.11(a)) that as of the date of this Agreement is sponsored by Imerys Talc Canada Inc. and covers only Service Providers of Imerys Talc Canada Inc. and their beneficiaries (the "ITC Benefit Plans").

(b) With respect to each Company Benefit Plan, the Selling Entities (as applicable) have made available to the Buyer copies of the following, to the extent applicable: (i) the text of each such Company Benefit Plan, including all amendments thereto, (ii) each trust, insurance, annuity or other funding Contract related thereto and all supporting policies and governance documents, (iii) copies of all Contracts with service providers and third-party administrators, (iv) the most recent summary plan description, including any summary of material modifications required under ERISA with respect to any U.S. Benefit Plan, (v) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto, (vi) evidence of registration and the most recently received IRS determination or opinion letter, if any, issued by the applicable Governmental Body, including the IRS with respect to any such U.S. Benefit Plan that is intended to qualify under Section 401(a) of the Code, and (vi) the most recent annual information report, including on Form 5500 (and all schedules thereto) required to be filed with the applicable Governmental Body with respect thereto.

(c) As of the date of this Agreement (i) each Company Benefit Plan has been established, operated, administered, funded and invested in all material respects in accordance with its terms, the terms of any applicable Collective Bargaining Agreement and the applicable provisions of ERISA, the Code, the PBA, the ITA and other applicable Laws, (ii) each Company Benefit Plan that is intended to be qualified for favorable tax treatment under applicable Law, including under Section 401(a) of the Code for each U.S. Benefit Plan, has timely received or applied for a favorable determination letter or registration or is entitled to rely on a favorable opinion letter from the applicable Governmental Body, including the IRS for each U.S. Benefit Plan, in either case, that has not been revoked, (iii) to the Knowledge of Seller, no event or

circumstance exists that has adversely affected or would reasonably be expected to adversely affect such qualification or exemption, and (iv) if required under applicable Laws to be funded and/or book-reserved, each Company Benefit Plan is funded and/or book reserved, as appropriate, to the extent so required by applicable Laws.

(d) Except as set forth on Schedule 5.11(d), no Company Benefit Plan provides post-retirement medical, life insurance or other welfare-type benefits, except health continuation coverage required to comply with COBRA or any similar Law. None of the ITC Benefit Plans is a "multi-employer pension plan" or a "multi-employer plan" for purposes of the PBA, or a "retirement compensation arrangement" for purposes of Section 248(1) of the Tax Act.

(e) Except as set forth on Schedule 5.11(e), with respect to each Company Benefit Plan that is a Company Pension Plan or a Multiemployer Plan that is or is required to be sponsored, maintained or contributed to, or has been sponsored, maintained or contributed to or required to be maintained or contributed to within the six years prior to the date of this Agreement, by the Selling Entities: (i) no withdrawal liability, including, within the meaning of Section 4201 of ERISA, has been incurred, which withdrawal liability has not been satisfied, and (ii) no condition exists or event or transaction has occurred with respect to any such plan or any such plan of an ERISA Affiliate that could reasonably be expected to result in the Buyer or any of its Affiliates incurring any Liability, fine or penalty.

(f) Except as disclosed in Schedule 5.11(f), with respect to any Company Benefit Plan, (i) no actions, suits or claims (other than routine claims for benefits in the Ordinary Course of Business) are pending or, to the Knowledge of Seller, threatened that would result in a material liability to any Selling Entity in respect of such plan, (ii) to the Knowledge of Seller, no facts or circumstances exist that would reasonably be expected to give rise to any such actions, suits or claims, and (iii) no investigation, audit or other administrative proceeding by the Department of Labor, the IRS, Canada Revenue Agency, Financial Services Regulatory Authority of Ontario or any other Governmental Bodies are pending, or, to the Knowledge of Seller, threatened, including with respect to the wind up of any Company Pension Plan.

(g) With respect to any Service Provider, except for the Company Incentive Payments or as set forth on Schedule 5.11(g), neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated by this Agreement (whether alone or in connection with any other events(s)) will (i) accelerate the time of payment or vesting or increase benefits or the amount payable under any Company Benefit Plan, (ii) trigger any funding (through a grantor trust or otherwise) of compensation, equity award or other benefits, or (iii) result in the payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment," as defined in Section 280G(b)(1) of the Code. No current or former Service Provider is entitled to receive any gross-up or additional payment in connection with any Tax, including as required by Section 409A or Section 4999 of the Code.

(h) This Section 5.11 represents the sole and exclusive representation and warranty of the Selling Entities regarding Company Benefit Plans and any liabilities with respect thereto.

5.12 Labor.

(a) Except as set forth on Schedule 5.12(a), no Selling Entity is a party to, or bound by any collective bargaining agreement (each, a "Collective Bargaining Agreement"), contract, commitment to pay any management fee or other arrangement or understanding with a labor union or a labor organization.

(b) Except as set forth in Schedule 5.12(b), there are (i) no current strikes, work stoppages, work slowdowns, lockouts or other material labor disputes pending or, to the Knowledge of Seller, threatened, against any Selling Entity and no such disputes have occurred within the past three (3) years, (ii) no union or employee bargaining or similar organizing activities are pending or, to the Knowledge of Seller, threatened involving any Service Provider or group of Service Providers or (iii) arbitrations, material grievances or unfair labor practice charges or complaints pending as of the date of this Agreement or, to the Knowledge of Seller, threatened as of the date of this Agreement by or on behalf of any employee or group of employees of any Selling Entity.

(c) With respect to any Service Provider, no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent: (i) holds bargaining rights by way of certification, interim certification, voluntary recognition, designation or successor rights, except in respect of the Collective Bargaining Agreements; (ii) has applied to be certified as the bargaining agent, except in respect of the Collective Bargaining Agreements; or (iii) has applied to have any Selling Entity declared a related employer or successor employer pursuant to applicable labor legislation. No decertification activities are underway with respect to any Selling Entity and no such activities have occurred within the past three (3) years.

(d) The Selling Entities are in compliance in all material respects with all applicable Laws relating to employment or labor, and are not liable for any arrears of wages, other compensation or benefits (other than such Liabilities that have been incurred in the Ordinary Course of Business of the Selling Entities), or any Taxes or penalties for failure to comply with any of the foregoing. Except as set forth on Schedule 5.12(d), as of the date of this Agreement, there are no Legal Proceedings, pending or threatened before the U.S. National Labor Relations Board, the Ontario Labour Relations Board, the U.S. Equal Employment Opportunity Commission, the Ontario Human Rights Tribunal, the Ontario Pay Equity Commission, the Ontario Pay Equity Hearings Tribunal, the U.S. Department of Labor, the Ontario Ministry of Labour, the U.S. Department of Justice, the U.S. Occupational Health and Safety Administration or any other Governmental Body with respect to or relating to the employment of the employees of any Selling Entity. Except as would not reasonably be expected to result in material Liability to the Buyer or its Affiliates, no Service Provider has been unlawfully excluded from participation in any Company Benefit Plan and, to the Knowledge of Seller, no claim of sexual or other unlawful harassment or discrimination have been made against the Selling Entities with respect to any Service Provider.

(e) Schedule 5.12(e) sets forth a complete and correct list of all current Service Providers and individuals who contract independently their services to the Selling Entities as follows: (i) for Service Providers who are employees (without names or other personal identifying information): title or position; status (part-time or full-time, exempt or non-exempt from overtime

requirements); whether paid on a salaried, hourly or other basis; current base salary or wage rate; current target bonus; start date; service reference date (if different from the start date); work location (city and state/province); annual vacation, amount of PTO and paid sick leave entitlements by category; and an indication of whether or not such employee is on leave of absence; and (ii) for other individuals who perform contractual services for the Selling Entities: name; function; work location (city and state/province); hourly pay rate or other compensatory arrangement; date the individual first commenced providing services; regular hours per work week; term of engagement; whether individual is providing services pursuant to written contract and, if so, the applicable contract; and the total amount paid by the Selling Entities to such Person in 2020. To the Knowledge of Seller, all such persons are authorized to work in their respective jurisdictions.

5.13 Litigation. Except as set forth on Schedule 5.13, other than (a) in connection with the Chapter 11 Cases or the Canadian Proceeding, and (b) Legal Proceedings relating to the Talc Personal Injury Claims, as of the date of this Agreement, there are no Legal Proceedings pending or, to the Knowledge of Seller, threatened against any Selling Entity that, if adversely determined, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. Except for Orders related to the Legal Proceedings described in clause (b) above, the Selling Entities and are not subject to any Orders that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

5.14 Compliance with Laws; Permits.

(a) The Selling Entities are in compliance in all material respects with all Laws applicable to their respective businesses or operations. Except as set forth on Schedule 5.14, no Selling Entity has received any written notice of or been charged with non-compliance of any such Laws, except where such violation, individually or in the aggregate, is not material.

(b) The Selling Entities have made available to the Buyer copies of all material Permits necessary for the operation of the Business as presently conducted. The Selling Entities currently have and are in compliance in all material respects with all Permits necessary for the operation of the Business, and no event has occurred that, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision any of such Permits.

5.15 Environmental Matters.

(a) Except as set out in Schedule 5.15(a)

(i) the Selling Entities are, and have been since January 1, 2018, in compliance in all material respects with all applicable Environmental Laws, which compliance includes obtaining, maintaining and complying in all material respects with all Permits required under applicable Environmental Laws. No Selling Entity is subject to any Permits or Environmental Laws that require: (A) any material work, repairs, construction, change, or modification in business practices or operations; or (B) any material expenditures, including capital expenditures, for facility upgrades, environmental investigation, remediation expenditures, closure or rehabilitation expenditures or any other similar expenditures, except, in the case of each of (A) and (B), for those in the Ordinary Course of Business, including mine closure obligations;

(ii) as of the date of this Agreement, and except for the Talc Personal Injury Claims, no Selling Entity is subject to any pending claims, Legal Proceedings, Orders, or to the Knowledge of Seller, has received notice of, or written request concerning, any threatened claim that would reasonably be expected to result in any Selling Entity incurring any material Liability or Legal Proceeding alleging non-compliance by any Selling Entity in a material respect with any applicable Environmental Law;

(iii) as of the date of this Agreement, there are no current or pending, or to the Knowledge of Seller, threatened, governmental investigations of the Business or of any Selling Entity that would reasonably be expected to result in the Business or any Selling Entity incurring any material Liability arising from noncompliance with applicable Environmental Laws;

(iv) No Selling Entity nor, to the Knowledge of Seller, any predecessor of the Selling Entities with respect to whom any Selling Entity is liable, has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, or exposed any Person to, any Hazardous Materials, at any location or owned or operated any property or Facility contaminated by any Hazardous Materials, in a manner so as to give rise to any current material Liabilities pursuant to any Environmental Law;

(v) To the Knowledge of Seller, there are no (A) facts, circumstances, or conditions existing currently which would reasonably be expected to subject any of the Selling Entities to material damages, losses, penalties, fines, injunctive relief or cleanup costs under any Environmental Laws, or which require or are reasonably expected to require material cleanup, removal, rehabilitation, remedial action or other response by any of them pursuant to applicable Environmental Laws; and (B) judgments, decrees, orders, requirements or citations related to or arising out of applicable Environmental Laws to which any of the Selling Entities is subject or bound that would be expected to result in any Selling Entity incurring any material Liability, except in the Ordinary Course of Business, and none of the Selling Entities has not been named or listed as a potentially responsible party by any Governmental Body in a material matter arising under any Environmental Law.

(b) The Selling Entities have made available to the Buyer copies of all material studies, audits, assessments, reports or documents, dated as of January 1, 2016 or later, concerning compliance with, or liability or obligations under, any Environmental Laws affecting any Selling Entity, to the extent such documents are in the possession of any Selling Entity, and to the Knowledge of Seller, there are no other material studies, audits, assessments, reports or documents which have not been made available to the Buyer.

This Section 5.15 constitutes the sole and exclusive representation and warranty with respect to Environmental Laws and any and all Environmental and natural resource matters.

5.16 Affiliate Transactions. Except (a) as set forth on Schedule 5.16 and (b) as to matters relating to labor and employment matters addressed in Section 5.11, no Selling Entity is party to any Material Contract with any (y) officer or director or (z) any Affiliate of any Selling Entity.

5.17 Financial Advisors. Except for the financial advisors set forth on Schedule 5.17 (the "Financial Advisors"), no Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Selling Entities in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment from the Buyer or the Selling Entities in respect thereof.

5.18 Insurance. Schedule 5.18 lists each material insurance policy currently in effect and issued to, or maintained by, any Selling Entity as of the date of this Agreement (other than any insurance policy funding a Company Benefit Plan) (the "Insurance Policies") and a true and complete copy of each such policy has been made available to the Buyer prior to the date of this Agreement. All of the Insurance Policies are in full force and effect, and no Selling Entity is in material default with respect to any of its obligations under any of such Insurance Policies. To the Knowledge of Seller, as of the date of this Agreement, (a) there is no threatened termination of such policies and (b) there is no material claim pending regarding any Selling Entity under any of such policies as to which coverage has been denied by the underwriters of such policies.

5.19 Title to Assets; Sufficiency of Assets. The Selling Entities have good and valid title to, or, in the case of leased assets, have good and valid leasehold interests in or rights to use, all material tangible personal property included in the Purchased Assets. Except (a) for Excluded Assets, or (b) as set forth in Schedule 5.19, the Purchased Assets (together with the services under the Transition Services Agreement and rights under other Transaction Documents and the other agreements identified in Schedule 5.19) constitute all of the assets, tangible and intangible, necessary for operation of the Business in the manner presently conducted. Subject to the entry of the Sale Order and the Recognition Order, immediately following the Closing, the Buyer shall have the right to use all of the Purchased Assets free and clear of any Interests (except Permitted Liens and Assumed Liabilities). The tangible Purchased Assets are in good operating condition and repair (except ordinary wear and tear) and are fit for use in the Ordinary Course of Business.

5.20 Inventory. All Inventory is in good and merchantable quality and is usable or saleable in the Ordinary Course of Business and, in all material respects, none of it is slow moving, obsolete, materially damaged or materially defective, except for those items the value of which has been reduced in accordance with GAAP and the Selling Entities' Inventory policies consistently applied, less reserves for obsolescence.

5.21 Indigenous Peoples. Except as set out in Schedule 5.21, no Selling Entity (i) is a party to any written agreement with any indigenous peoples in relation to its Facilities or the Business; (ii) has engaged or is currently involved in any disputes, substantive discussions or negotiations with indigenous peoples in relation to the Facilities, Mineral Rights or the Business; and (iii) has received notice of any claim for which it has been served, either from indigenous peoples or any Governmental Body alleging that the Facilities of the Selling Entity or the Business has in any way infringed upon or has an adverse effect on the rights or interests of any indigenous peoples.

5.22 Anti-Corruption.

(a) None of the Selling Entities nor any of their directors, officers or employees or, to the Knowledge of Seller, no person on behalf of any of the Selling Entities, has knowingly

offered or given anything of value to any official of a Governmental Body, any political party or official thereof or any candidate for political office, for the purpose of any of the following:

(i) influencing any action or decision of such person, in such person's official capacity, including a decision to fail to perform such person's official function in order to obtain or retain an advantage in the course of business;

(ii) inducing such person to use such person's influence with any Governmental Body to affect or influence any act or decision of such Governmental Body to assist any of the Selling Entities in obtaining or retaining business for, with, or directing business to, any person or otherwise to obtain or retain an advantage in the course of business; or

(iii) where such payment would constitute a bribe, rebate, payoff, influence payment, kickback or illegal or improper payment to assist any of the Selling Entities in obtaining or retaining business for, with, or directing business to, any person.

(b) There have been no actions taken by any of the Selling Entities, or, to the Knowledge of Seller, any persons on behalf of any of them, that would cause any Selling Entity to be in violation in any material respect of the *Corruption of Foreign Public Officials Act* (Canada) or the Foreign Corrupt Practices Act of 1977 (United States) (collectively, the "Corruption Acts") or any similar legislation in any jurisdiction in which Selling Entities conduct their business and to which any of them are subject and the Selling Entities have policies and procedure in place in respect thereof.

(c) The financial records of the Selling Entities have at all times been maintained in compliance in all material respects with the Corruption Acts.

(d) To the Knowledge of Seller, there are no active proceedings or investigations under the Corruption Acts or any similar legislation in any jurisdiction in which any Selling Entity operates, against any of the Selling Entities, nor against any of their respective directors, officers, employees, or to the Knowledge of Seller, threatened against any of the Selling Entities or any of their respective directors, officers and employees.

5.23 Anti-Money Laundering. The operations of the Selling Entities are, and have been conducted at all times, in compliance in all material respects with the financial record-keeping and reporting requirements of the anti-money laundering and anti-terrorism statutes of all applicable jurisdictions, including the Bank Secrecy Act (Unites States) and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (collectively, the "Money Laundering Laws"), and no action, suit, proceeding or investigation by or before any Governmental Body involving any of the Selling Entities with respect to the Money Laundering Laws is pending or, to the Knowledge of Seller, threatened.

5.24 Competition Act (Canada). The aggregate value of the Purchased Assets in Canada and the annual gross revenues generated from the Purchased Assets in Canada do not exceed, in either case, C$96 million as determined pursuant to subsection 110 of the Competition Act (Canada) and the regulations thereto.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Selling Entities that:

6.1 Organization and Good Standing. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. The Buyer has all requisite corporate power and authority to execute and deliver the Transaction Documents to be executed by the Buyer in connection with the consummation of the transactions contemplated thereby and to consummate the transactions contemplated thereby. The execution and delivery of this Agreement and each Transaction Document and the consummation of the transactions contemplated thereby have been duly and validly authorized by all requisite corporate actions on behalf of the Buyer. This Agreement has been, and each of the other Transaction Documents will be at or prior to the Closing, duly and validly executed and delivered by the Buyer and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each other Transaction Document when so executed and delivered will constitute, the legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with its respective terms, in each case, subject to applicable Bankruptcy Exceptions.

6.3 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by the Buyer of the Transaction Documents, the consummation of the transactions contemplated thereby, or compliance by the Buyer with any of the provisions thereof will conflict with, result in any violation of or default (with or without notice or lapse of time, or both) under, give rise to a right of termination or cancellation under, require a consent, notice or waiver under, require the payment of a penalty or increased liabilities or fees or the loss of a benefit under or result in the imposition of any Lien under, any provision of (i) the certificate of incorporation, bylaws or other governing documents of each of the Buyer; (ii) any Contract or Permit to which the Buyer is a party or by which any of the properties or assets of the Buyer are bound; (iii) any Order applicable to the Buyer or by which any of the properties or assets of the Buyer are bound; or (iv) any applicable Law.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Body is required on the part of the Buyer in connection with the execution and delivery of the Transaction Documents or the compliance by the Buyer with any of the provisions thereof, or the consummation of the transactions contemplated thereby, except for (i) compliance with the applicable requirements of the HSR Act and any other applicable Competition Laws, (ii) the CFIUS Approval, (iii) entry by the Bankruptcy Court of the Sale Order, (iv) a filing of a Notice of Investment under the Investment Canada Act within thirty (30) days of the Closing Date, and (v) entry of the Recognition Order by the Canadian Court.

6.4 Sales Tax. The Buyer (or the Affiliate hereof to which the assets of Imerys Talc Canada Inc. will be assigned) is (or will be at Closing) registered under the ETA and the corresponding provisions of any applicable provincial sales or value-added tax laws, as applicable, with respect to ETA Tax or any applicable similar provincial or retail sales tax. The Buyer has provided (or will provide at Closing) Imerys Talc Canada Inc. with its registration numbers for such taxes.

6.5 Financial Ability. As of the date of this Agreement, the Buyer has received and delivered to the Selling Entities an executed debt commitment letter, dated as of the date hereof (including all exhibits, schedules and annexes thereto and any associated fee letter, collectively, as amended, the "Commitment Letter"), from the Bank of Nova Scotia ("Lender"), pursuant to which Lender has committed, subject solely to the terms and conditions set forth therein, to provide to the Buyer the amount of debt financing set forth therein (the "Financing"), in each case, solely for the Financing Purposes. A true and complete copy of the Commitment Letter (other than the fee letter referred to in the Commitment Letter, which is addressed below) has been previously provided to the Selling Entities, and the Commitment Letter has not been amended or modified in any manner prior to the date of this Agreement. The Buyer has fully paid any and all commitment fees or other fees required by the Commitment Letter to be paid on or before the date hereof and will pay all additional fees as they become due. As of the date hereof, the Commitment Letter is a legal, valid, binding and enforceable obligation of the Buyer and, to the knowledge of the Buyer, each other party thereto, except as enforceability is subject to applicable Bankruptcy Exceptions, and in full force and effect, has not been amended, modified, withdrawn, terminated or rescinded in any respect, and does not contain any material misrepresentation by the Buyer and no event has occurred which (with or without notice, lapse of time or both) would reasonably be expected to constitute a breach thereunder on the part of the Buyer. No amendment or modification to, or withdrawal, termination or rescission of, the Commitment Letter is currently contemplated, and the commitments contained in the Commitment Letter have not been withdrawn or rescinded in any respect. Assuming the Financing is consummated in accordance with the terms of the Commitment Letter and the satisfaction of the conditions set forth in Article VIII, the aggregate proceeds contemplated by the Commitment Letter (both before and after giving effect to the exercise of any or all "market flex" provisions related thereto), together with available cash of the Buyer, will be sufficient for the Buyer to consummate the transactions contemplated by this Agreement on the terms and subject to the conditions set forth herein, and to satisfy all of the obligations of the Buyer under this Agreement, including (x) paying the Cash Purchase Price at Closing, (y) paying all Cure Payments required to be paid by the Buyer under this Agreement and (z) paying all fees and expenses of the Buyer and its Affiliates (and to the extent the Buyer is responsible therefor under this Agreement, any other Person) related to the transactions contemplated by this Agreement, including the Financing (collectively, the "Financing Purposes"). Except for the fee letter referred to in the Commitment Letter (a true and complete copy of which fee letter has been provided to the Selling Entities, with only fee amounts, other economic terms and "market flex" items redacted in a customary manner), as of the date hereof, there are no side letters or other agreements, contracts, arrangements or understandings related to the funding or investing, as applicable, of the Financing other than as expressly set forth in the Commitment Letter. Neither the fee letter referred to in the Commitment Letter nor any other Contract between Lender, on the one hand, and the Buyer or any of its Affiliates, on the other hand, contains any conditions precedent or other contingencies (x) related to the funding of the full amount of the Financing or any provisions that could reduce the aggregate amount of the Financing set forth in

the Commitment Letter or the aggregate proceeds contemplated by the Commitment Letter or (y) that could otherwise adversely affect the conditionality, enforceability or availability of any Commitment Letter with respect to all or any portion of the Financing. The Buyer understands and acknowledges that under the terms of this Agreement, the Buyer's obligation to consummate the transactions contemplated by this Agreement is not in any way contingent upon or otherwise subject to the Buyer's consummation of any financing arrangements, the Buyer's obtaining of any financing or the availability, grant, provision or extension of any financing to the Buyer. As of the date hereof, the Buyer (A) is not in breach of any of the terms or conditions set forth in the Commitment Letter and no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach on the part of the Buyer or, to the knowledge of the Buyer, any other party thereto under any term or condition of the Commitment Letter or (B) has any reason to believe that any of the conditions to the Financing would not be expected to be satisfied on a timely basis or that the Financing would not be expected to be available to the Buyer on the date on which the Closing should occur pursuant to Section 4.1. To the extent this Agreement must be in a form acceptable to the Lender, the Lender has approved this Agreement.

6.6 Litigation. There are no Legal Proceedings pending or, to the knowledge of the Buyer, threatened against the Buyer or any of their respective executive officers relating to the Buyer that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on, or that are reasonably expected to prohibit or restrain, the ability of the Buyer to enter into the Transaction Documents or consummate the transactions contemplated thereby. The Buyer is not subject to any Orders that, individually or in the aggregate, would reasonably be expected to have a material adverse effect, or that are reasonably expected to prohibit or restrain, the ability of the Buyer to enter into the Transaction Documents or consummate the transactions contemplated thereby.

6.7 Financial Advisors. No Person, other than Citigroup Global Markets Inc., is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Buyer.

6.8 [Reserved.]

6.9 Solvency. The Buyer is not entering into this Agreement or the transactions contemplated hereby with the actual intent to hinder, delay or defraud either present or future creditors. Assuming that the representations and warranties of the Selling Entities contained in this Agreement are true and correct in all material respects, and after giving effect to the transactions contemplated by this Agreement, at and immediately after the Closing, the Buyer: (a) will be solvent (in that both the fair value of its assets will not be less than the sum of its debts and that the present fair saleable value of its assets will not be less than the amount required to pay its probable liability on its recourse debts as they mature or become due); (b) will have adequate capital and liquidity with which to engage in its business; and (c) will have the ability to pay its debts and liabilities as they become due. The representation set forth in this Section 6.9 shall survive the Closing Date and shall continue in full force and effect in accordance with its terms.

6.10 Purchased Assets "AS IS;" Certain Acknowledgements.

(a) The Buyer (i) is experienced in the evaluation, purchase, ownership and operation of assets of the types and natures consistent with those used in the operation of the Business and the Purchased Assets and is aware of the risks associated with the purchase, ownership and operation of such assets and interests related thereto, (ii) is capable of evaluating, and hereby acknowledges that it has so evaluated, the merits and risks of the Purchased Assets, ownership and operation thereof and its obligations hereunder, and (iii) is able to bear the economic risks associated with the Purchased Assets, ownership and operation thereof and its obligations hereunder. The Buyer agrees, warrants and represents that (A) the Buyer is purchasing the Purchased Assets on an "AS IS" and "WITH ALL FAULTS" basis based solely on the Buyer's own investigation of the Purchased Assets and the express representations and warranties contained in Article V and (B) neither the Selling Entities or their Affiliates nor any of the Representatives of the Selling Entities or such Affiliates has made, and the Buyer hereby disclaims reliance upon, any warranties, representations or guarantees, express, implied or statutory, written or oral, respecting the Purchased Assets, the Assumed Liabilities or the Business, or the physical condition of the Purchased Assets other than the express representations and warranties contained in Article V. The Buyer further acknowledges that the consideration for the Purchased Assets specified in this Agreement has been agreed upon by the Selling Entities and the Buyer after good-faith arms-length negotiation in light of the Buyer's agreement to purchase the Purchased Assets "AS IS" and "WITH ALL FAULTS." The Buyer agrees, warrants and represents that, except for the express representations and warranties contained in Article V, the Buyer has relied, and shall rely, solely upon its own investigation of all such matters, and that the Buyer assumes all risks with respect thereto. EXCEPT AS SET FORTH IN Article V, THE SELLING ENTITIES MAKE NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO THE SELLING ENTITIES, THE BUSINESS, THE PURCHASED ASSETS, THE ASSUMED LIABILITIES, AND THE TRANSACTIONS CONTEMPLATED HEREBY.

(b) The Buyer acknowledges and agrees that it (i) has had an opportunity to discuss the Selling Entities, the Business, the Purchased Assets, the Assumed Liabilities and the transactions contemplated hereby with the management of the Selling Entities and has been afforded the opportunity to ask questions of and receive answers from management of the Selling Entities, (ii) has had reasonable access to the personnel, properties, premises, Books and Records of the Selling Entities, and (iii) has conducted its own independent investigation of the Selling Entities, the Business, the Purchased Assets, the Assumed Liabilities, and the transactions contemplated hereby. In connection with the investigation by the Buyer, the Buyer has received or may receive from the Selling Entities certain projections, forward-looking statements and other forecasts and certain business plan information. Other than the express representations and warranties contained in Article V, the Buyer acknowledges and agrees that neither the Selling Entities nor any other Person will have or be subject to any Liability or indemnification obligation to the Buyer or any other Person resulting from the distribution to, or use by, the Buyer or any of its Affiliates or any of the Buyer's Representatives of, and the Buyer hereby disclaims reliance upon, any information provided to the Buyer or any of its Affiliates or any of the Buyer's Representatives by the Selling Entities or any of the Selling Entities' Representatives, including any information, documents, projections, forward-looking statements, forecasts or business plans

or any other material made available in any "data room," any confidential information memoranda or any management presentations in expectation of or in connection with the transactions contemplated by this Agreement.

(c) Except for the express representations and warranties contained in Article V, the Buyer acknowledges that none of the Selling Entities nor any other Person on behalf of any Selling Entity makes any express or implied representation or warranty with respect to the Selling Entities, the Business, the Purchased Assets, the Assumed Liabilities, or the transactions contemplated hereby, or with respect to any information provided to the Buyer or any of its Affiliates or Representatives, and the Buyer hereby disclaims reliance upon any other representations or warranties made by the Selling Entities, or any other Person with respect to the execution and delivery of this Agreement, the Selling Entities, the Business, the Purchased Assets, the Assumed Liabilities and the transactions contemplated hereby. The Buyer has not relied on any representation, warranty or other statement by any Person on behalf of the Selling Entities, other than the express representations and warranties of the Selling Entities expressly contained in Article V. The Buyer acknowledges and agrees that the representations and warranties set forth in Article V are made solely by the Selling Entities, and no Affiliate of the Selling Entities, no Representative of the Selling Entities or other Person shall have any responsibility or Liability related thereto.

ARTICLE VII
COVENANTS OF THE PARTIES

7.1 Access to Information. Prior to the Closing Date and subject to applicable Laws and Section 7.6, the Buyer shall be entitled, through its authorized Representatives, to have such reasonable access to the Senior Management Team and other key senior employees with the consent of the Senior Management Team (not to be unreasonably withheld, conditioned or delayed), properties, Books and Records and as the Buyer reasonably requests upon reasonable notice in connection with the Buyer's efforts to consummate the transactions contemplated by this Agreement. Any such access and examination shall be conducted during regular business hours, shall not unreasonably interfere with the operation of the Selling Entities' businesses, shall be subject to restrictions under applicable Law, and in connection with any such access and examination, the Buyer and its Representatives shall cooperate with the Selling Entities and their Representatives. Notwithstanding anything herein to the contrary, no such access or examination shall be permitted to the extent that it would (a) unreasonably disrupt the operations of the Selling Entities or (b) require the Selling Entities to disclose information subject to attorney-client privilege or conflict with any confidentiality obligations to which the Selling Entities are bound. Notwithstanding anything to the contrary contained herein, prior to the Closing, (i) without the prior written consent of the Selling Entities, the Buyer and its Representatives shall not contact or communicate with the employees, customers, suppliers, independent contractors, landlords, lessors, banks and or other business relations of the Selling Entities in connection with, or relating in any way to, the transactions contemplated hereby, and provided that the Selling Entities shall have the right to have a representative present during any such contact in the event that it consents to such contact and (ii) the Buyer shall have no right to perform invasive or subsurface investigations of the properties or Facilities of the Selling Entities without the prior written consent of the Selling Entities (which consent may be withheld for any reason).

7.2 Conduct of the Business Pending the Closing.

(a) Prior to the Closing, except (i) as set forth on Schedule 7.2(a), (ii) as required by applicable Law or any Order of the Bankruptcy Court (or as reasonably necessary in connection with the Chapter 11 Cases or the Auction) or the Canadian Court (or as reasonably necessary in connection with the Canadian Proceeding), (iii) as otherwise contemplated by this Agreement, or (iv) with the prior written consent of the Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), each Selling Entity shall use commercially reasonable efforts to:

(i) conduct the respective businesses of the Selling Entities in the Ordinary Course of Business; and

(ii) consistent with past practice (A) preserve the present business operations, organization and goodwill of the Selling Entities and (B) keep available the services of its current employees and preserve the present relationships with its customers, distributors, suppliers and other Persons with whom or with which it has business relations; *provided* that the Selling Entities shall not be required to keep available the services of, and shall be permitted to restrict the activities of or adjust the services performed by, their employees to the extent reasonably determined by the Senior Management Team to be necessary as a result of events and circumstances related to COVID-19.

(b) Prior to the Closing, except (i) as set forth on Schedule 7.2(b), (ii) as required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement, or (iv) with the prior written consent of the Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), each Selling Entity shall not:

(i) effect any recapitalization, reclassification or like change in the capitalization of the Selling Entities;

(ii) amend the organizational documents of any Selling Entity, except as otherwise required pursuant to the Plan;

(iii) except as required by any Company Benefit Plan as of the date of this Agreement or as provided in any incentive retention program or similar arrangement approved by the Bankruptcy Court or the Canadian Court or in the Ordinary Course of Business and would not reasonably be expected to result in a Liability of the Buyer or any of its Affiliates, (A) increase the level of compensation payable or to become payable to any Service Provider (other than merit-based and promotion-based pay increases in the Ordinary Course of Business and consistent with the Selling Entities' budget) on an annual basis prior to such increase), (B) enter into, adopt or materially modify or amend any Company Benefit Plan that is not an employment agreement, or (C) enter into any employment, consulting or similar agreement (or amend any such agreement) to which any Selling Entity is a party or involving any employee or director (other than entry into standard employment agreements on a form disclosed on Schedule 5.11(a) with Canadian employees in the Ordinary Course of Business or to fill positions open as of the date of this

Agreement in the Ordinary Course of Business) of any Selling Entity that would be a Company Benefit Plan if it were in existence as of the date of this Agreement;

(iv) form, organize, incorporate or otherwise create any new Subsidiary, acquire any Person or any division or business of any Person, sell, assign, transfer, convey or otherwise dispose of any division or business of the Selling Entities, or enter into any new line of business or discontinue any line of business;

(v) make any loan, advance or capital contribution to or investment in any Person (other than (A) loans, advances or capital contributions to or investments in a Selling Entity and (B) routine advances to employees for travel expenses and/or sales commissions in the Ordinary Course of Business);

(vi) compromise, settle, pay or discharge any Claim or Legal Proceeding (exclusive of attorney's fees and amounts covered by insurance) in excess of $100,000, other than (A) any Tax matters (which are exclusively covered by Section 7.2(b)(ix); (B) any Talc Personal Injury Claim; (C) Claim related to any Excluded Assets or Excluded Liabilities; and (D) any other Legal Proceeding set forth on Schedule 7.2(b)(vi));

(vii) enter into, materially modify or terminate any labor or Collective Bargaining Agreement or, through negotiations or otherwise, make any commitment or incur any Liability to any labor organizations to the extent it would reasonably be expected to result in a Liability of the Buyer or any of its Affiliates;

(viii) enter into or modify any material Contract with any Affiliate of the Selling Entities (other than with any Selling Entity), other than as otherwise permitted by Section 7.2(b)(iii);

(ix) except in the Ordinary Course of Business or as would not be reasonably expected to result in a Lien upon the Purchased Assets (other than a Permitted Lien), make, change or rescind any election relating to material Taxes, change any method of Tax accounting in respect of material Taxes, file any materially amended Tax Return in respect of material Taxes, or settle or compromise any Claim, investigation, audit or controversy relating to a material amount of Taxes;

(x) except to the extent required by GAAP, make any material change to any of its methods of accounting or methods of reporting revenue and expenses or accounting practices, policies or procedures;

(xi) enter into any joint venture or similar agreement (other than distribution agreements and reseller agreements in the Ordinary Course of Business);

(xii) grant any Lien (other than Permitted Liens) on any asset or properties (whether tangible or intangible) of any Selling Entity;

(xiii) sell, transfer or otherwise dispose of, encumber, or take or fail to take any action that would reasonably be expected to result in, any loss, lapse, abandonment, expiration, invalidity or unenforceability of, any material Seller Intellectual

Property, other than (y) in the Ordinary Course of Business including, for example, expirations of Intellectual Property in accordance with their applicable statutory term, and (z) non-exclusive licenses of Seller Intellectual Property entered into in the Ordinary Course of Business, which shall include any non-exclusive licenses of Seller Intellectual Property to customers, resellers and distributors in connection with the sale or license of products or services;

(xiv) other than in the Ordinary Course of Business, sell, lease, exclusively license, transfer, exchange or swap, mortgage or otherwise encumber (including securitizations), or subject to any Lien (other than a Permitted Lien) or otherwise dispose of, any material properties or assets of the Selling Entities used in the Business, except (A) pursuant to existing Contracts in effect prior to the APA Effective Date disclosed to the Buyer under this Agreement, (B) as may be required by applicable Law or any Governmental Body in order to permit or facilitate the consummation of the transactions contemplated by this Agreement and (C) dispositions of obsolete equipment and Inventory in the Ordinary Course of Business;

(xv) modify, amend, terminate or waive any material rights under any Material Contract or enter into any Contract outside of the Ordinary Course of Business that would reasonably be expected to be a Material Contract if in effect on the APA Effective Date;

(xvi) change in any material respect the policies or practices regarding accounts receivable or accounts payable except as required by GAAP; or

(xvii) agree or commit to do anything prohibited by this Section 7.2(b).

(c) If any Selling Entity receives insurance proceeds for a casualty loss incurred with respect to any Purchased Asset prior to the Closing, such Selling Entity shall use commercially reasonable efforts to use such proceeds to repair or replace such damaged or destroyed Purchased Asset prior to the Closing.

The Buyer acknowledges and agrees that: (A) nothing contained in this Agreement shall give the Buyer, directly or indirectly, the right to control or direct the operations of any Selling Entity prior to the Closing, (B) prior to the Closing, each Selling Entity shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its respective operations, (C) notwithstanding anything to the contrary set forth in this Agreement, no consent of the Buyer shall be required with respect to any matter set forth in this Section 7.2 or elsewhere in this Agreement to the extent the requirement of such consent would, upon advice of the Selling Entities' counsel, violate any Law and (D) nothing contained in this Agreement shall restrict any of the Selling Entities from entering into or incurring obligations under any debtor-in-possession facility that will be repaid using the proceeds received by the Selling Entities under this Agreement, or incurring Liens to secure the obligations under any such debtor-in-possession facility that will be released at Closing.

7.3 Consents and Cooperation. (a) Except with respect to regulatory approvals (which are addressed in Section 7.4), the Selling Entities shall use commercially reasonable efforts to

obtain all necessary consents and approvals, as reasonably requested by the Buyer, to consummate the purchase and sale of the Purchased Assets under the Assumed Agreements, Assumed Real Property Leases, Assumed Plans and Permits held by the Selling Entities, including obtaining entry of the Stalking Horse Order, Sale Order and Recognition Order; provided that in no event shall any Selling Entity or its Affiliates be obligated to bear any expense or pay any fee or grant any concession in connection with obtaining any such consents or approvals. The Buyer shall give any other notices to, make any other filings with, and use commercially reasonable efforts to cooperate with the Selling Entities, or, if applicable, with their Affiliates, to obtain, any other authorizations, consents and approvals in connection with the matters contemplated by this Section 7.3.

(b) To the extent that the assignment or transfer to the Buyer of any Purchased Assets pursuant to this Agreement is not permitted without the consent of a Third Party and such restriction cannot be effectively overridden or canceled by the Sale Order or other related Order of the Bankruptcy Court or the Canadian Court, then this Agreement will not be deemed to constitute an assignment of or an undertaking or attempt to assign such Purchased Asset or any right or interest therein unless and until such consent is obtained; provided, that, if any such consents are not obtained prior to the Closing Date, the Selling Entity purporting to make such transfer shall use commercially reasonable efforts (taking into account the then-available personnel and resources of the Selling Entity) to cooperate with the Buyer, at the sole cost of the Buyer, in any reasonable and lawful arrangement (including holding such Purchased Assets in trust for the Buyer or its Affiliates, as applicable, pending receipt of the required consent) mutually acceptable to such Selling Entity and the Buyer, from and after the Closing Date and until the earliest to occur of (i) the date on which such applicable consent is obtained, (ii) the date on which such Selling Entity liquidates and ceases to exist and (iii) six months after the Closing, pursuant to which (A) such Selling Entity or its successor, as applicable, shall provide to the Buyer or its Affiliates, as applicable, the benefits under such Purchased Assets, (B) such Selling Entity or its successor, as applicable, shall enforce for the account of the Buyer or its Affiliates, as applicable, any rights of such Selling Entity under such Purchased Assets (including the right to elect to terminate any Contracts in accordance with the terms thereof upon the direction of the Buyer) and (C) that the Buyer shall be responsible for performing all obligations under such Purchased Assets, as applicable, required to be performed by such Selling Entity or its successor, as applicable; provided, further, that in no event shall any Selling Entity or its Affiliates be (x) obligated to bear any expense or pay any fee that is not reimbursed by the Buyer in advance of the payment thereof, (y) required to retain any assets or the services of any employees or consultants in order to comply with the provisions of this Section 7.3(b) or (z) commence or participate in any litigation, or initiate any claim, in order to comply with the provisions of this Section 7.3(b).

7.4 Regulatory Approvals.

(a) Subject to the terms and conditions herein provided, each of the parties agrees to use its best efforts to take, or cause to be taken, all action, and to do, or cause to be done as promptly as practicable, all things necessary, proper and advisable under applicable Laws to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement. Subject to appropriate confidentiality protections, each party hereto shall furnish to the other parties such necessary information and reasonable assistance as such other party may reasonably request in connection with the foregoing.

(b) Each of the parties shall cooperate with one another and use its best efforts to prepare all necessary documentation (including furnishing all information required under the Competition Laws) to effect promptly all necessary filings with any Governmental Body and to obtain all consents, waivers and approvals of any Governmental Body necessary to consummate the transactions contemplated by this Agreement. Each party hereto shall provide to the other parties copies of all correspondence between it (or its advisors) and any Governmental Antitrust Entity, CFIUS or other Governmental Body relating to the transactions contemplated by this Agreement or any of the matters described in this Section 7.4. Each such party shall promptly inform the other parties hereto of any oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction. No party hereto shall independently participate in any substantive meeting or conference call with any Governmental Body (other than the Bankruptcy Court and the Canadian Court) in respect of any such filings, investigation, or other inquiry without giving the other parties hereto prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate. To the extent permissible under applicable Law, the parties hereto will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto relating to proceedings under the Competition Laws or the CFIUS review and approval process. The parties may, as they deem advisable, designate any competitively sensitive materials provided to the other under this Section 7.4(b) or any other section of this Agreement as "outside counsel only." Such materials and the information contained therein shall be given only to outside counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient without the advance written consent of the party providing such materials; *provided*, *however*, that materials may be redacted (I) to remove references concerning valuation, (II) as necessary to comply with contractual agreements and (III) as necessary to address reasonable privilege concerns.

(c) Without limiting the generality of the undertakings pursuant to this Section 7.4, the parties hereto shall provide or cause to be provided (including by their "ultimate parent entities" as that term is defined in the HSR Act) as promptly as practicable to CFIUS or any Governmental Antitrust Entity information and documents requested by CFIUS or such Governmental Antitrust Entity or necessary, proper or advisable to permit consummation of the transactions contemplated by this Agreement, including (i) preparing and filing a declaration pursuant to the CFIUS Statute with regard to the transactions contemplated by this Agreement; provided, that upon receipt by the parties of a written request (including by e-mail) from CFIUS to file a notice of the transactions contemplated by this Agreement, as soon as practicable after receipt of the request, the Buyer and the Selling Entities shall file a draft notice with CFIUS and, as promptly as practicable thereafter, file a final notice in accordance with the CFIUS Statute, (ii) filing any notification and report form and related material required under the HSR Act as promptly as practicable, but in no event later than ten (10) Business Days after entry of the Sale Order and (iii) filing any notification and report form and related material to the extent required under any Competition Law set forth on Schedule 8.1(d) as promptly as practicable after entry of the Sale Order, and thereafter to respond promptly to any request for additional information or documentary material that may be made by CFIUS or under the HSR Act and any similar Competition Law regarding preacquisition notifications for the purpose of competition reviews. Each of the parties hereto shall cause (and shall cause its "ultimate parent entity" as that term is defined in the HSR Act to cause) the filings under the HSR Act to be considered for grant of "early termination," and

make any further filings pursuant thereto that may be necessary, proper, or advisable in connection therewith. The Buyer shall be responsible for all filing fees under the CFIUS Statute, CFIUS regulations, the HSR Act and under any such other laws or regulations applicable to the Buyer.

(d) If any objections are asserted with respect to the transactions contemplated hereby under any Competition Law or if any Legal Proceeding is instituted by any Governmental Antitrust Entity or any private party challenging any of the transactions contemplated hereby as violative of any Competition Law, the Buyer, on the one hand, and the Selling Entities, on the other hand, shall use its best efforts to: (i) oppose or defend against any action to prevent or enjoin consummation of this Agreement (and the transactions contemplated herein) and/or (ii) take such action as reasonably necessary to overturn any regulatory action by any Governmental Antitrust Entity to prevent or enjoin consummation of this Agreement (and the transactions contemplated herein), including by defending any Legal Proceeding brought by any Governmental Antitrust Entity in order to avoid entry of, or to have vacated, overturned or terminated, including by appeal if necessary, in order to resolve any such objections or challenge as such Governmental Antitrust Entity or private party may have to such transactions under such Competition Law so as to permit consummation of the transactions contemplated by this Agreement prior to the Outside Date.

(e) Notwithstanding the foregoing, the Buyer shall, and shall cause its Affiliates to, take all actions reasonably necessary to avoid or eliminate each and every impediment under any Competition Law or the CFIUS review and approval process so as to enable the consummation of the transactions contemplated hereby to occur as soon as reasonably possible (and in any event no later than the Outside Date), including (i) proposing, negotiating, committing to and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of businesses, product lines or assets, conduct of business restrictions, mitigation measures, national security agreements, letters of assurance and other actions and non-actions with respect to its assets and businesses as a condition to obtaining any and all consents from Governmental Bodies, (ii) terminating existing relationships, contractual rights or obligations, (iii) terminating any venture or other arrangement, and (iv) otherwise taking or committing to take actions that after the Closing Date would limit the Buyer's or its Affiliates' or the Purchased Assets' or the Business' freedom of action with respect to, or its ability to retain, one or more of the businesses, product lines or assets of the Buyer and its Affiliates or the Purchased Assets or the Business, in each case as may be required in order to enable the consummation of the transactions contemplated hereby to occur as soon as reasonably possible (and in any event no later than the Outside Date) and to otherwise avoid the entry of, or to effect the dissolution of, any preliminary or permanent injunction which would otherwise have the effect of preventing the consummation of the transactions contemplated hereby, and in that regard the Buyer shall and, shall cause its Affiliates to, agree to divest, sell, dispose of, hold separate or otherwise take or commit to take any action that limits its freedom of action with respect to the Buyer's or its Affiliates', ability to retain, any of the businesses, product lines or assets of the Buyer or any of its Affiliates or the Purchased Assets or the Business.

7.5 Further Assurances. Prior to the Closing, the Buyer (subject to Section 7.18), on the one hand, and the Selling Entities, on the other hand, shall use best efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement. On and after the Closing, the Selling Entities and the Buyer shall use their commercially reasonable efforts to take,

or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated hereby, including in order to more effectively vest in the Buyer all of the Selling Entities' right, title and interest to the Purchased Assets. Nothing in this Section 7.5 shall (x) require the Selling Entities to make any expenditure or incur any obligation on their own or on behalf of the Buyer, (y) prohibit any Selling Entity from ceasing operations or winding up its affairs following the Closing, or (z) prohibit the Selling Entities from taking such actions as are necessary to conduct the Auction, as are required by the Bankruptcy Court or the Canadian Court, or as would otherwise be permitted under Section 7.2.

7.6 Confidentiality. The Buyer acknowledges that the information provided to it in connection with this Agreement and the transactions contemplated hereby is subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference. The Confidentiality Agreement shall terminate at the Closing.

7.7 Preservation of Records. The Buyer shall, and shall cause its Subsidiaries to, preserve and keep the records held by them relating to the respective businesses of the Selling Entities for a period of seven (7) years from the Closing Date (or longer if required by applicable Law) and shall make such records (or copies) and reasonably appropriate personnel available, at reasonable times and upon reasonable advance notice, to any of the Selling Entities as may be reasonably required by such party in connection with any insurance claims by, Legal Proceedings against, governmental investigations of, compliance with legal requirements by or other reasonable business purposes of, the Selling Entities.

7.8 Publicity. None of the Selling Entities, on the one hand, or the Buyer, on the other hand, shall issue any press release or public announcement or comment concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other party hereto, which approval will not be unreasonably withheld or delayed, unless and only to the extent, in the judgment of the Selling Entities and/or their respective successors or the Buyer upon the advice of counsel, disclosure is otherwise required by applicable Law; provided that, to the extent so required, the party intending to make such release shall use its commercially reasonable efforts consistent with applicable Law to consult with the other party with respect to the text thereof.

7.9 Employment and Employee Benefits.

(a) To the maximum extent permitted by and in accordance with any consultation requirements of applicable Law, the Buyer or one or more of its Affiliates shall offer to employ the current active employees of the Selling Entities as of the Closing Date in their existing positions and locations and in compliance with Section 7.9(c), with such employment subject to and effective on the Closing. The Buyer or its Affiliate also shall become the successor employer in respect of the Canadian Bargaining Unit Employees as required pursuant to the provisions of the applicable labor legislation and, on and after the Closing Date, will be bound by and observe all of the terms, conditions, rights and obligations of the applicable Selling Entity to the Canadian Bargaining Unit Employees. The Buyer or one or more of its Affiliates shall also offer employment to each ITC Inactive Employee effective on the Closing Date and conditioned

upon receipt by the Selling Entities of all required consents in respect of the Buyer's assumption of the ITC Benefit Plans (including the related Assumed Agreements) on or prior to the Closing Date; provided, however, that if an ITC Inactive Employee does not return to active work (y) in the case of a statutory leave, immediately upon the expiry of the statutory leave or (z) in the case of a non-statutory leave, by the second anniversary of the Closing Date, the ITC Inactive Employee shall be deemed to have remained an employee of Imerys Talc Canada Inc. and shall not be considered an employee of the Buyer or its Affiliates. The Buyer or one or more of its Affiliates shall also offer employment to any current employee of a Selling Entity who is not actively employed on the Closing Date (other than the Canadian Bargaining Unit Employees and the ITC Inactive Employees), including due to furlough, layoff, leave of absence, or short-term disability; provided, however, that such offer of employment shall only be effective if and upon such employee's return to active work and if such return does not occur within six months following the Closing Date, such offer of employment shall expire, unless otherwise required by applicable Law. Each employee of the Selling Entities that becomes an employee of the Buyer or one or more of its Affiliates following the Closing is a "Transferred Employee". Nothing herein shall be construed as a representation or guarantee by the Selling Entities that any particular employee shall accept the Buyer's offer of employment and become a Transferred Employee or shall continue in an employment relationship with the Buyer or one or more of its Affiliates following the Closing. Further, the Buyer shall offer to employ the individuals on Schedule 7.9(a)(i) and assume the contracts with those independent contractors and consultants set forth on Schedule 7.9(a)(ii), which such contracts will be Assumed Agreements for all purposes of this Agreement.

(b) Effective as of 11:59 p.m. Eastern U.S. Time on the Closing Date, each Transferred Employee shall cease all active participation in and accrual of benefits under the Company Benefit Plans that are not Assumed Plans (the "Retained Benefit Plans"). Imerys USA, the Selling Entities or their Affiliates, as applicable, shall retain sponsorship of the Retained Benefit Plans, and the Buyer and its Affiliates shall not assume sponsorship of, contribute to or maintain, or have any Liability with respect to, the Retained Benefit Plans. Effective as of 12:00 a.m. Eastern U.S. Time on the Closing Date, subject to the occurrence of the Closing, the Buyer shall assume all ITC Benefit Plans and such other Company Benefit Plans as are set forth on Schedule 7.9(b) (the "Assumed Plans"). The Buyer shall honor, in accordance with their existing terms, the Assumed Plans.

(c) The Buyer covenants and agrees, for a period of no less than one (1) year following the Closing Date, to provide, or cause its Affiliate to provide, to each Transferred Employee to the extent such Transferred Employee remains employed with the Buyer or its Affiliate (i) annual base salary and base wages, and cash target incentive compensation opportunities, in each case, that are no less favorable than such annual base salary and base wages, and cash target incentive compensation opportunities provided to such Transferred Employee immediately prior to the Closing Date and (ii) retirement (not including any defined benefit plan for purposes of Transferred Employees that participate in benefits provided in the U.S.), health and welfare benefits that are, in the aggregate, no less favorable than those provided to such Transferred Employee under the Company Benefit Plans immediately prior to the Closing.

(d) For purposes of eligibility, vesting and level of benefits under the benefit and compensation plans, programs, agreements and arrangements of the Buyer or any of its Affiliates in which the Transferred Employees become eligible to participate following the Closing

(the "Buyer Benefit Plans"), the Buyer shall, or shall cause the applicable Affiliate to, use commercially reasonable efforts to credit each Transferred Employee with his or her years of service with the Selling Entities or and any predecessor or other entities, to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Company Benefit Plan; provided, however, that no such service shall be credited to the extent that it would result in a duplication of benefits with respect to the same period of service or with respect to the accrual of benefits. In addition, the Buyer shall, or shall cause the applicable Affiliate to, use commercially reasonable efforts to cause (i) actively-at-work requirements of such Buyer Benefit Plan to be waived for such Transferred Employee and his or her covered dependents, and (ii) for the plan year in which the Closing occurs, the crediting of each Transferred Employee with any co-payments, deductibles and out-of-pocket expenses paid prior to the Closing Date in satisfying any applicable copayments, deductibles or out-of-pocket requirements under any Buyer Benefit Plan.

(e) Effective not later than the Closing Date, the Buyer shall have in effect one or more defined contribution plans that include a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (and a related trust exempt from tax under Section 501(a) of the Code) (as applicable, the "Buyer 401(k) Plan"). Each Transferred Employee participating in a Company Benefit Plan that is a defined contribution plan that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (a "Company 401(k) Plan") immediately prior to the Closing Date shall become a participant in the corresponding Buyer 401(k) Plan as of the Closing Date, and each Transferred Employee who would have become eligible to participate in the Company 401(k) Plan shall become a participant in the Buyer 401(k) Plan no later than such time as he or she would have become eligible to participate in the Company 401(k) Plan provided such Transferred Employee continues to be employed by the Buyer or its Affiliate.

(f) Notwithstanding any provision of this Agreement to the contrary, and other than in respect of Assumed Plans, Imerys USA, the Selling Entities and their Affiliates (as applicable with respect to each such Company Benefit Plan that it sponsors) shall retain, or shall cause an Affiliate thereof or the applicable Company Benefit Plans to retain, (i) all assets and Liabilities with respect to any Company Benefit Plan that is a defined benefit pension plan, including Company Pension Plans and (ii) all Liabilities with respect to any Company Benefit Plan that is a post-retirement welfare benefit plan, and in the case of each of clauses (i) and (ii), shall make payments to the Transferred Employees and former employees of the Selling Entities (and their eligible spouses and dependents) with rights thereunder in accordance with the terms of the applicable Company Benefit Plan, as in effect from time to time.

(g) Except for any Assumed Liabilities or Liabilities that result from any breach by the Buyer of this Section 7.9, the Selling Entities and their Affiliates shall retain responsibility for all employment and employee-benefit-related Liabilities that relate to the Transferred Employees (or any dependent or beneficiary of any Transferred Employee) that arise as a result of an event or events that occurred prior to 11:59 p.m. Eastern U.S. time on the day prior to the Closing Date. Although, for the avoidance of doubt, Imerys USA, the Selling Entities and their Affiliates shall retain responsibility for all Liabilities under the Retained Benefit Plans, including the participation of Transferred Employees through 11:59 p.m. Eastern U.S. time on the Closing Date. Subject to the occurrence of the Closing and other than under the Retained Benefit Plans,

the Buyer shall assume and be solely responsible for all employment and employee-benefits related Liabilities that relate to the Transferred Employees (or any dependent or beneficiary of any Transferred Employee) that arise as a result of an event or events that occurred on or after 12:00 a.m. Eastern U.S. time on the Closing Date.

(h) The Buyer agrees to take all actions that are required by applicable Law to recognize each labor union that is party to a Collective Bargaining Agreement covering any Transferred Employees as set forth on Schedule 7.9(h) (the "Assumed CBAs") as the collective bargaining representative for the applicable Transferred Employees covered by such Assumed CBA effective upon the Closing Date and shall comply with the requirements of each Assumed CBA. The parties hereto shall, and shall cause their respective Affiliates to, mutually cooperate in undertaking all reasonably necessary or legally required provision of information to, or consultations, discussions or negotiations with, employee representative bodies (including any unions or works councils) that represent employees affected by the transactions contemplated by this Agreement.

(i) The Buyer will assume and honor the Selling Entities' PTO obligations with respect to the Transferred Employees and allow Transferred Employees following Closing to use such PTO upon the same terms as such Transferred Employees could use PTO prior to Closing. If employee consent to the assumption of PTO by the Buyer is required by Law, then (i) prior to Closing the Selling Entities will solicit any such required consent and (ii) if such consent is not obtained from any employee, then the Buyer agrees to pay such non-consenting employee's PTO (plus any applicable Taxes thereon) within the time period required by applicable wage payment Law based upon termination of such employee's employment with the Selling Entities at Closing. The Selling Entities agree to pay any PTO required by applicable Law to be paid to any Service Provider upon termination of such Service Provider's employment by any Selling Entity.

(j) Except as provided in Section 7.9(i) or as may be required by the Assumed CBAs, the Selling Entities shall, no later than the earlier of (x) the time due or (y) five (5) days following the Closing Date, pay to all Service Providers and individuals who contract independently their services to the Selling Entities all wages and incentive compensation earned on and prior to the Closing Date by the applicable person, including all Company Incentive Payments and pro rata bonus payments for any bonus period that has not yet ended as of the Closing Date.

(k) The parties hereto acknowledge and agree that all provisions contained in this Section 7.9 with respect to employees of the Selling Entities are included for the sole benefit of the respective parties hereto and shall not create any right (i) in any other Person, including any employees, former employees, any participant or any beneficiary thereof in any Company Benefit Plan or Buyer Benefit Plan or (ii) to continued employment with the Buyer, the Selling Entities or any of their respective Subsidiaries or Affiliates. After the Closing, nothing contained in this Section 7.9 shall interfere with the Buyer's or any of their respective Subsidiaries' right to amend, modify or terminate any Company Benefit Plan or Buyer Benefit Plan (subject to the provisions thereof and of this Section 7.9) or to terminate the employment of any Transferred Employee for any reason.

7.10 Tax Matters.

(a) The Buyer and the Selling Entities shall cooperate fully with each other and shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance, and provide additional information and explanations of any material provided, relating to the Purchased Assets as is reasonably necessary for the claim of any input tax credit under the ETA or similar tax benefit under applicable Law, for the filing of any Tax Returns, for the preparation of any audit, and for the prosecution or defense of any Liability relating to any adjustment or proposed adjustment with respect to Taxes.

(b) Any sales (including ETA Taxes), use, value added, property transfer, land transfer duty, documentary, stamp, registration, recording or similar Tax payable in connection with the sale or transfer of the Purchased Assets and the assumption of the Assumed Liabilities shall be borne by the Selling Entities.

(c) The Buyer and Imerys Talc Canada Inc. shall jointly execute an election under subsection 167(1) of the ETA in respect of the sale of the Purchased Assets owned by Imerys Talc Canada Inc., in the form prescribed for such purposes, such that no ETA Tax is payable in respect of such sale. The Buyer shall timely file such election forms with the appropriate Governmental Body in the prescribed manner. Notwithstanding such election, in the event that it is determined by a Governmental Body that Imerys Talc Canada Inc. is liable to pay, collect or remit any ETA Taxes in respect of the sale of the Purchased Assets, the Buyer shall forthwith pay such ETA Taxes, plus any applicable interest and penalties, to Imerys Talc Canada Inc. for remittance to the appropriate Governmental Body.

(d) The Selling Entities shall be responsible for and shall promptly pay when due all Property Taxes levied with respect to the Purchased Assets attributable to the Pre-Closing Tax Period. The Buyer shall be responsible for and shall promptly pay when due all Property Taxes levied with respect to the Purchased Assets attributable to the Post-Closing Tax Period. All Property Taxes levied with respect to the Purchased Assets for the Straddle Period shall be apportioned between the Buyer and the Selling Entities based on the number of days of such Straddle Period included in the Pre-Closing Tax Period and the number of days of such Straddle Period included in the Post-Closing Tax Period. The Selling Entities shall be liable for the proportionate amount of such Property Taxes that is attributable to the Pre-Closing Tax Period, and the Buyer shall be liable for the proportionate amount of such Property Taxes that is attributable to the Post-Closing Tax Period. Upon receipt of any bill for such Property Taxes, the Buyer or the Selling Entities, as applicable, shall present a statement to the other setting forth the amount of reimbursement to which each is entitled under this Section 7.10(d) together with such supporting evidence as is reasonably necessary to calculate the proration amount. The proration amount shall be paid by the party owing it to the other within ten (10) Business Days after delivery of such statement. In the event that the Buyer or the Selling Entities makes any payment for which the Buyer or the Selling Entities are entitled to reimbursement under this Section 7.10(d), the applicable party shall make such reimbursement promptly but in no event later than ten (10) Business Days after the presentation of a statement setting forth the amount of reimbursement to which the presenting party is entitled along with such supporting evidence as is reasonably necessary to calculate the amount of reimbursement.

(e) The Buyer and Imerys Talc Canada Inc. shall jointly execute an election pursuant to section 22 of the Tax Act and the corresponding provisions of any applicable provincial income tax statute, in respect of Imerys Talc Canada Inc. transferring its accounts receivable (excluding, for the avoidance of doubt, any Excluded Assets) to the Buyer as part of the Purchased Assets. The Buyer and Imerys Talc Canada Inc. agree to jointly make the necessary election(s) and to execute and file within the prescribed time the prescribed election form(s) required to give effect to the foregoing.

(f) The Buyer and Imerys Talc Canada Inc. shall, to the extent applicable, jointly make an election under Section 20(24) of the Tax Act and the corresponding provisions of any applicable provincial income tax statute, in respect of amounts for future obligations and shall timely file such election(s) with the appropriate Governmental Bodies. To the extent applicable, Imerys Talc Canada Inc. and the Buyer acknowledge that a portion of the Purchased Assets was transferred to the Buyer as payment by Imerys Talc Canada Inc. to the Buyer for the assumption by the Buyer of such future obligations of Imerys Talc Canada Inc.

7.11 Transfer of Purchased Assets. The Buyer will make all necessary arrangements for the Buyer to take possession of the Purchased Assets as promptly as practicable following the Closing.

7.12 Overbid Procedures; Adequate Assurance.

(a) The Selling Entities and the Buyer acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher or better bids and Bankruptcy Court and Canadian Court approval. The Buyer and the Selling Entities acknowledge that the Selling Entities must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best price for the Purchased Assets, including giving notice thereof to the creditors of the Selling Entities and other interested parties, providing information about the Selling Entities' business to prospective bidders, entertaining higher or better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting an auction (the "Auction").

(b) The bidding procedures to be employed with respect to this Agreement and any Auction shall be those reflected in the Bidding Procedures Order. The Buyer acknowledges that the Selling Entities and their Affiliates and the Selling Entities' Representatives are and may continue soliciting inquiries, proposals or offers for the Purchased Assets in connection with any Alternative Transaction pursuant to the terms of the Bidding Procedures Order.

(c) Prior to or at the Sale Hearing, the Buyer shall provide adequate assurance of future performance to the extent required under section 365 of the Bankruptcy Code or Section 11.3 of the CCAA, as applicable, for the Assumed Agreements and Assumed Real Property Leases. The Buyer agrees that it will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Agreements and the Assumed Real Property Leases, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making the Buyer's Representatives available to testify before the Bankruptcy Court.

(d) If an Auction is conducted, and the Selling Entities do not choose the Buyer as the Successful Bidder, but instead choose the Buyer as the bidder as having submitted the next highest or otherwise best bid at the conclusion of such Auction (the "Backup Bidder"), the Buyer shall be the Backup Bidder and its bid shall be the last highest bid of the Buyer made at the Auction. If the Buyer is chosen as the Backup Bidder, the Buyer shall be required to keep its bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon by the Buyer prior to or at the Auction) open and irrevocable until the earlier of: (i) the date of closing on the sale of the Purchased Assets to the Successful Bidder; and (ii) sixty (60) calendar days following the date of entry of the Order approving the sale of the Purchased Assets to the Successful Bidder (such date, the "Outside Backup Date"); provided, however, that if the Successful Bidder shall fail to close on its purchase of the Purchased Assets within the period set forth above, the Backup Bidder shall be deemed to be the Successful Bidder and the Selling Entities will be authorized, without further Order of the Bankruptcy Court, to, and the Backup Bidder shall, consummate the transactions contemplated by this Agreement and the Transaction Documents on the terms and conditions set forth in this Agreement (as the same may be improved upon by the Buyer prior to or at the Auction).

(e) Subject to the Buyer's termination rights in Article IX, nothing in this Section 7.12 shall prevent the Selling Entities from modifying the bidding procedures in connection with the Bidding Procedures Order as necessary or appropriate to maximize value for the Selling Entities' estates in accordance with each Selling Entity's fiduciary obligations.

7.13 Buyer Expense Reimbursement and Break-Up Fee. If any Selling Entity consummates an Alternative Transaction at any time, then the Buyer shall be entitled to payment of the Buyer Expense Reimbursement and the Break-Up Fee, which shall be payable directly out of the proceeds of such Alternative Transaction. The Stalking Horse Order shall find and determine that the Buyer is entitled to the Buyer Expense Reimbursement and the Break-Up Fee as provided herein.

7.14 Selling Entity Credit Obligations.

(a) The Buyer acknowledges that, notwithstanding anything in this Agreement to the contrary, neither the Selling Entities nor their Affiliates will have any duty to maintain any bonds, letters of credit, guarantees, cash deposits or insurance to secure performance or payment under any Assumed Agreements or Permits (collectively, "Selling Entity Credit Obligations") after the Closing or otherwise with respect to the Business. On or before the Closing, the Buyer shall use its commercially reasonable efforts to obtain from the creditor or other counterparty (or, in the case of letters of credit, bonds or other similar Selling Entity Credit Obligations, the issuing bank (or similar entity) thereof) a full release (in a form and substance reasonably satisfactory to the Selling Entities) of all parties liable, directly or indirectly, for reimbursement to the creditor or issuing bank (or similar entity), as applicable, or fulfillment of other obligations to a counterparty or issuing bank (or similar entity), as applicable, under the Selling Entity Credit Obligations identified in Schedule 7.14 (including any lenders or other financing parties participating in such letters of credit, bonds or similar Selling Entity Credit Obligations). If any Selling Entity Credit Obligation remains outstanding as of the Closing Date, the Buyer will indemnify each of the Selling Entities and hold them harmless against any Liabilities that the Selling Entities may incur under any such Selling Entity Credit Obligations attributable to periods from and after the Closing.

(b) Notwithstanding anything to the contrary contained herein, the Buyer will not (i) enter into any transactions after the Closing in the name of the Selling Entities or any of their Affiliates or that would be covered by Selling Entity Credit Obligations or (ii) amend, modify, extend or renegotiate any material term of any obligation that is covered by a Selling Entity Credit Obligations in any manner that increases or extends the potential exposure of the Selling Entities or any of their respective Affiliates under any Selling Entity Credit Obligations.

7.15 Parent Marks and Excluded Website. Except as set forth below, the Buyer acknowledges and agrees that following the Closing, the Buyer and its Affiliates will immediately stop using the Parent Marks and Excluded Website, including by removing, permanently obliterating or covering all references to the Parent Marks that appear on any Purchased Asset such as any signage or other public-facing materials (whether in digital or physical form) owned or controlled by the Buyer after the Closing Date. Additionally, and except as set forth below, the Buyer acknowledges and agrees that following the Closing, the Buyer and its Affiliates will immediately stop selling, distributing, or advertising Products bearing the Parent Marks, including online and via social media outlets, by removing, permanently obliterating or covering all references to the Parent Marks that appear on any such Product owned by the Buyer after the Closing Date. The Buyer covenants that neither the Buyer nor any of its Affiliates (including the Selling Entities following the Closing) will register, attempt to register or assist another in registering a Parent Mark anywhere in the world as a trademark, service mark, trade name, corporate name, assumed name, domain name or any other indication of source.

(a) Use of Parent Marks for Distribution, Sale, or Advertisement of Products. Notwithstanding Buyer obtaining a limited license to the Parent Marks under the terms set forth below to distribute, sell, or advertise the Products, including online and via social media outlets, Buyer agrees to remove, permanently obliterate or cover all references to the Parent Marks that appear on any Product Packaging it owns as promptly as reasonably practicable after the Closing Date.

(b) Transitional License to Use Parent Marks on Product Packaging.

(i) Beginning on the Closing Date and solely for the term set forth in Section 7.15(b)(ii), Parent hereby grants to Buyer a non-exclusive, non-transferable, sublicensable (subject to Section 7.15(e)), fully paid-up, royalty-free, temporary (in accordance with Section 7.15(b)(ii)), limited right and license to use the Parent Marks on Product Packaging for the Products, subject to the terms of this Agreement ("Product Packaging License").

(ii) The Product Packaging License will terminate, so that such Product Packaging no longer displays any Parent Marks, the earlier of fifteen (15) days from the Closing Date and the effective date of the Plan (the "Packaging Transition Period").

(c) Transitional License to Use Parent Marks in Advertising Materials. Beginning on the Closing Date and solely for the term of the Product Packaging License, Parent hereby grants to Buyer a non-exclusive, non-transferable, sublicensable (subject to Section 7.15(e)), fully paid-up, royalty-free, temporary (as set forth below), limited right and license to use the Parent Marks in Advertising Materials in connection with the Products, subject to the terms of

this Agreement, that will terminate, so that such Advertising Materials no longer display any Parent Marks, thirty (30) days from the Closing Date (the "Advertising Materials Transition Period").

(d) License to Use Parent Marks in Distribution, Sale and Business Records. Beginning on the Closing Date and solely for the term of the Product Packaging License, Parent hereby grants to Buyer a non-exclusive, non-transferable, sublicensable (subject to Section 7.15(e)), fully paid-up, royalty-free, temporary (as set forth below), limited right and license to use the Parent Marks, (i) in connection with the distribution and sale of the Products, and (ii) in Buyer's internal business records used in connection with day-to-day operations (including company books and records, human resources, bank statements, invoices, and communications with governmental authorities), subject to the terms of this Agreement, that will terminate after the Advertising Materials Transition Period.

(e) Sublicensing. Buyer may sublicense (i) rights it receives under Sections 7.15(b) through 7.15(d) to its Affiliates and (ii) rights it receives under Sections 7.15(c) and 7.15(d) to distributors of Product, on the condition that each sublicensee is bound by terms of use and obligations with respect to the Parent Marks that are no less restrictive than those set forth in this Agreement. Buyer is liable to Parent and, as between the Parties, to all other persons, for the failure of any Sublicensee to comply with its sublicense agreement to the same extent that Buyer would have been liable had Buyer failed to comply with this Agreement. Any sublicenses granted under this Section 7.15(e) shall automatically terminate upon the termination of the relevant license to Buyer hereunder.

(f) Reservation of Rights. Parent reserves all rights in and to the Parent Marks. Buyer acknowledges and agrees that as between Parent and Buyer, Parent is the sole and exclusive owner of all right, title and interest in, to and under the Parent Marks, including all goodwill of the business connected with the use of, or symbolized by, the Parent Marks. All goodwill generated by Buyer's use of the Parent Marks inures solely to the benefit of Parent. Nothing in this Agreement grants Buyer any ownership or other proprietary interest in any Parent Marks.

(g) Quality Control. Buyer will use the Parent Marks under the terms of this Agreement solely in a manner consistent with the operation of the Business, and concerning any Products manufactured by Buyer or its Subsidiaries, Buyer will ensure that such Products at all times meet or exceed (i) the quality and manufacturing standards of similar products in the Products' industry, (ii) the then-current good manufacturing practices applicable to such Products, and (iii) any other standards imposed by the applicable governmental authorities.

(h) Effect of Termination. After termination of the Packaging Transition Period or the Advertising Materials Transition Period, as applicable, (i) all rights of Buyer to use the Parent Marks automatically terminate, and (ii) Buyer will promptly cease using the Parent Marks and will destroy (or modify so as to remove the Parent Marks) the applicable Product Packaging, Advertising Materials, and business records as set forth in Sections 7.15(b), 7.15(c) and 7.15(d). Notwithstanding anything herein to the contrary, Licensee can use the Parent Marks for (i) internal use of any historical records (or other internal documentation or materials) that bear any of the Parent Marks without the need to remove any of the Parent Marks, and (ii) making

historical reference to Parent's and its Subsidiaries' previous ownership and operation of the Business.

(i) Trademark Assignment Agreement. During the period between the date hereof and the Closing Date, one or more of the Selling Entities and one or more of Parent and its Affiliates will enter into a trademark assignment agreement substantially in the form of Schedule 7.15(i) (the "Trademark Assignment Agreement"), pursuant to which the Selling Entities will assign certain trademarks to Parent and Parent will assign the Assigned Trademarks to the Selling Entities.

7.16 Notification of Certain Matters.

(a) The Selling Entities shall give prompt written notice to the Buyer of (i) the occurrence or nonoccurrence of any event that has caused any representation or warranty of any Selling Entity contained in this Agreement to be untrue or inaccurate in any material respect or (ii) any material failure of the Selling Entities to comply with or satisfy any covenant to be complied with or satisfied by it hereunder, in each case, such that the conditions specified in Section 8.1(a) or Section 8.1(b), as applicable, would not be satisfied at the Closing.

(b) The Buyer shall give prompt written notice to the Selling Entities of (i) the occurrence or nonoccurrence of any event that has caused any representation or warranty of the Buyer contained in this Agreement to be untrue or inaccurate in any material respect or (ii) any material failure of the Buyer to comply with or satisfy any covenant to be complied with or satisfied by it hereunder, in each case, such that the conditions specified in Section 8.2(a) or Section 8.2(b), as applicable, would not be satisfied at the Closing.

(c) The Selling Entities shall add the Buyer and the Buyer's counsel to Selling Entities' "Rule 2002 notice list" and otherwise provide notice to the Buyer of all matters that are required to be served on the Selling Entities' creditors pursuant to the Bankruptcy Code and other bankruptcy rules applicable to the Chapter 11 Cases.

7.17 Other Bankruptcy Actions.

(a) Subject to the fulfillment or waiver of the conditions set forth in Sections 8.1 and 8.2, the Selling Entities and the Buyer shall consummate the Closing as soon as reasonably practicable after the approval and entry of the Sale Order and the Recognition Order.

(b) To the extent reasonably practicable, the Selling Entities will provide the Buyer with a reasonable opportunity to review and comment upon the Stalking Horse Order, the Sale Order and the Recognition Order, and all motions, notices, and supporting papers relating thereto, each of which shall be reasonably satisfactory in form and substance to the Buyer, acting reasonably.

(c) The Selling Entities shall promptly take such actions as are reasonably requested by the Buyer to assist in obtaining entry of the Sale Order and Recognition Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court and Canadian Court for purposes, among others, of providing necessary assurances of

performance by the Selling Entities of their obligations under this Agreement and the Transaction Documents and demonstrating that the Buyer is a "good faith" buyer under the Bankruptcy Code.

(d) In the event an appeal is taken or a stay pending appeal is requested, from the Sale Order or Recognition Order, the Selling Entities shall promptly notify the Buyer of such appeal or stay request and shall promptly provide to the Buyer a copy of the related notice of appeal or Order of stay. The Selling Entities shall also provide the Buyer with written notice of any motion or application filed in connection with any appeal from the Sale Order or Recognition Order.

(e) From and after the APA Effective Date, Selling Entities shall not take any action which is intended to, or fail to take any action the intent of which failure to act is to, result in the reversal, voiding, modification or staying of the Stalking Horse Order or the Bidding Procedures Order.

(f) The Sale Order shall be in form and substance satisfactory to the Buyer, acting reasonably. Without limiting the foregoing, the Sale Order shall, among other things: (a) approve, pursuant to sections 105 and 363 of the Bankruptcy Code, (i) the execution, delivery and performance by each Selling Entity of this Agreement, (ii) the sale of the Purchased Assets to the Buyer on the terms set forth herein and free and clear of all Interests (except Permitted Liens and Assumed Liabilities) and (iii) the performance by each Selling Entity of its obligations under this Agreement; (b) find that the Buyer is a "good faith" buyer within the meaning of section 363(m) of the Bankruptcy Code, not a successor to any Selling Entity and grant the Buyer and its designees the protections of section 363(m) of the Bankruptcy Code; (c) find that (i) neither the Selling Entities nor the Buyer has engaged in any conduct that would cause or permit the Agreement or the Transaction Documents to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise and (ii) the consideration provided by the Buyer for the Purchased Assets under this Agreement constitutes fair consideration and reasonably equivalent value for purposes of all laws of the United States, any state, territory, possession or the District of Columbia, and the Transactions may not be avoided under section 363(n) of the Bankruptcy Code; (d) be binding on the Selling Entities and their respective Affiliates and Subsidiaries, successors and assigns, and shall survive the appointment of a chapter 11 trustee, conversion of the chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, or any dismissal of any such cases; and (e) modify the automatic stay to the extent necessary to allow for the Buyer's exercise of remedies under the terms of this Agreement.

(g) The Stalking Horse Order shall be in form and substance satisfactory to the Buyer, acting reasonably. Without limiting the foregoing, the Stalking Horse Order shall, among other things: (a) provide that the Break-Up Fee and the Buyer Expense Reimbursement are binding on the Selling Entities and their respective successors and assigns, and shall survive the appointment of a chapter 11 trustee, conversion of the chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, or any dismissal of any such cases; and (b) modify the automatic stay to the extent necessary to allow for the Buyer's exercise of remedies under the terms of this Agreement. The obligation of the Selling Entities to pay or honor the Break-Up Fee and the Buyer Expense Reimbursement shall be subject to the terms and conditions of the Stalking Horse Order and this Agreement.

(h) The Selling Entities shall include the Buyer as a "Protected Party" (as such term is defined in the Plan) in any plan of reorganization that it proposes or supports in the Chapter 11 Cases (including, if the Selling Entities propose a section 524(g) plan, seeking to have Buyer included as a "Protected Party" pursuant to any section 524(g) channeling injunction); provided that the conformation of any such plan is subject to approval by the Bankruptcy Court.

7.18 Financing.

(a) The Buyer shall use reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to arrange and obtain the Financing on the terms and conditions described in the Commitment Letter (including complying with any request requiring the exercise of any flex provisions in the fee letter), including (i) satisfying, or causing to be satisfied, on a timely basis all conditions to the Buyer obtaining the Financing set forth therein (including the payment of any fees required as a condition to the Financing); (ii) negotiating and entering into definitive agreements with respect to the Financing on the terms and conditions contemplated by the Commitment Letter (including any related flex provisions) or on other terms (not related to conditionality) that are (A) acceptable to Lender and (B) in the aggregate not materially less favorable, taken as a whole, to the Buyer, so that the agreements are in effect no later than the Closing Date; (iii) timely preparing the necessary marketing materials with respect to the Financing; (iv) maintaining in effect the Commitment Letter and (from and when executed) the other Debt Documents through the consummation of the Closing; (v) commencing the syndication activities contemplated by the Commitment Letter; and (vi) consummating the Financing or causing the Financing to be consummated at or prior to Closing, subject to the terms and conditions of the Commitment Letter and the other Debt Documents. Any breach by the Buyer of the Commitment Letter or other Debt Document shall be deemed to be a breach by the Buyer of this Section 7.18. The Buyer shall give the Selling Entities prompt written notice (A) of any breach or default (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to result in breach or default) by any party to the Commitment Letter or any other Debt Document of which the Buyer becomes aware, (B) if and when the Buyer becomes aware that any portion of the Financing contemplated by the Commitment Letter may not be available for the Financing Purposes, (C) of the receipt of any written notice or other written communication from any Person with respect to any (1) actual or potential breach, default, termination or repudiation by any party to the Commitment Letter or any other Debt Document or (2) material dispute or disagreement between or among any parties to the Commitment Letter or any other Debt Document (but excluding, for the avoidance of doubt, any ordinary course negotiations with respect to the terms of the Financing or Debt Documents), and (D) of any expiration or termination of the Commitment Letter or any other Debt Document. Without limiting the foregoing, (x) the Buyer shall not, and shall not permit any of its Affiliates to, without the prior written consent of the Selling Entities, take or fail to take any action or enter into any transaction that would reasonably be expected to materially impair, delay or prevent consummation of the Financing contemplated by the Commitment Letter, and (y) to the extent requested by the Selling Entities from time to time and subject to the last sentence of this Section 7.18(a), the Buyer shall keep the Selling Entities informed on a reasonably current basis in reasonable detail of the status of its efforts to arrange the Financing and provide to the Selling Entities executed copies of the definitive documents related to the Financing (provided that any fee letters, engagement letters or other agreements that, in accordance with customary practice, are confidential by their terms, and that do not affect the conditionality or amount of the Financing,

may be redacted so as not to disclose such terms that are so confidential) and copies of any of the written notices or communications described in the preceding sentence. If any portion of the Financing becomes, or would reasonably be expected to become, unavailable on the terms and conditions contemplated in the Commitment Letter (after taking into account flex terms), the Buyer shall use its reasonable best efforts to arrange and obtain alternative financing, including from alternative sources, on terms and conditions that in the aggregate are not materially less favorable, with respect to conditionality, to the Buyer than the Financing contemplated by the Commitment Letter and in an amount that is sufficient to replace any unavailable portion of the Financing ("Alternative Financing") as promptly as practicable following the occurrence of such event and the provisions of this Section 7.18 shall be applicable to the Alternative Financing, and, (A) for the purposes of this Section 7.18, all references to the Financing shall be deemed to include such Alternative Financing and all references to the Commitment Letter or other Debt Documents shall include the applicable documents for the Alternative Financing and (B) the Buyer shall be deemed to be in compliance with this Section 7.18 to the extent that, prior to obtaining such new Commitment Letter, the Buyer was in breach of this Section 7.18. The Buyer shall (1) comply with the Commitment Letter and each definitive agreement with respect thereto (collectively, with the Commitment Letter, the "Debt Documents"), (2) enforce its rights under the Commitment Letter and other Debt Documents and, subject to the satisfaction or waiver of the conditions precedent thereto, to cause Lender to fund the Financing at or prior to the time the Closing should occur pursuant to Section 4.1, and (3) not permit, without the prior written consent of the Selling Entities, any material amendment or modification to be made to, or any termination, rescission or withdrawal of, or any material waiver of any provision or remedy under, the Commitment Letter (including the fee letter referred to in the Commitment Letter) or any other Debt Document, including any such amendment, modification or waiver that (individually or in the aggregate with any other amendments, modifications or waivers) would reasonably be expected to (x) reduce the aggregate amount of the Financing thereunder (including by changing the amount of fees to be paid), or (y) impose any new or additional condition, or otherwise amend, modify or expand any condition, to the receipt of any portion of the Financing in a manner that would reasonably be expected to (I) delay or prevent the Closing Date, (II) make the funding of any portion of the Financing (or satisfaction of any condition to obtaining any portion of the Financing) less likely to occur or (III) adversely impact the ability of the Buyer to enforce its rights against any other party to the Commitment Letter or any other Debt Document, the ability of the Buyer to consummate the transactions contemplated hereby or the likelihood of the consummation of the transactions contemplated hereby. For the avoidance of doubt, it is understood that, subject to the limitations set forth in this Section 7.18(a) and in the Commitment Letter, the Buyer may amend the Commitment Letter to add or replace lenders, lead arrangers, bookrunners, syndication agents or similar entities. Notwithstanding anything to the contrary in this Agreement, compliance by the Buyer with this Section 7.18 shall not relieve the Buyer of its obligation to consummate the transactions contemplated by this Agreement, whether or not the Financing or Alternative Financing is available. Notwithstanding anything to the contrary herein, in no event shall the Buyer be required to disclose any information that is subject to attorney-client or similar privilege if the Buyer shall have used its reasonable best efforts to disclose such information in a way that would not waive such privilege.

(b) The Buyer shall indemnify, defend and hold harmless the Selling Entities and their respective pre-Closing directors, officers, employees and representatives, from and against any and all damages incurred, directly or indirectly, in connection with the Financing, any

information provided in connection therewith or any cooperation provided by the Selling Entities or their Affiliates (other than arising from fraud or intentional misrepresentations, misstatements or omissions on the part of the Selling Entities or any of their Affiliates). The Buyer shall promptly upon request by the Selling Entities reimburse the Selling Entities for all reasonable and documented out-of-pocket costs (including reasonable attorneys' fees) incurred by the Selling Entities in connection with the cooperation described in Section 7.18(c) or otherwise in connection with the Financing.

(c) From the APA Effective Date and ending at the earlier of (a) the Closing Date and (b) termination of this Agreement pursuant to Article IX, the Selling Entities shall, and shall cause their Affiliates to, cooperate and shall use reasonable best efforts, at the Buyer's sole expense (including all reasonable and documented out-of-pocket third party costs incurred by any Selling Entity), to cause the respective officers, employees, auditors and advisors, to provide to the Buyer and its financing sources such cooperation in connection with the arrangement of the Financing as may be reasonably requested by the Buyer in writing with reasonable prior notice to the Selling Entities and that is customary or necessary in connection with the Buyer's efforts to obtain the Financing, including:

(i) participate in a reasonable number of meetings, conference calls, and presentations and diligence sessions with prospective lenders;

(ii) request consents, surveys and title insurance as reasonably requested by the Buyer;

(iii) at least three (3) Business Days prior to the Closing Date, provide the Buyer all documentation and other information with respect to the Selling Entities as shall have been reasonably requested in writing by the Buyer at least ten (10) Business Days prior to the Closing Date that is required in connection with the Financing by U.S. regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001), as amended, or as required under 31 C.F.R. §1010.230, in each case; and

(iv) assist in the preparation of, and execution and delivery of, definitive documentation in connection with the Financing (including credit, guarantee and collateral documents) and other customary certificates and documents relating thereto;

provided that (i) such requested cooperation does not (A) unreasonably interfere with the ongoing operations of the Selling Entities, (B) cause any representation or warranty in this Agreement to be breached or (C) cause any condition in this Agreement to fail to be satisfied, (ii) the Selling Entities shall not be required to provide, and the Buyer shall be solely responsible for, the preparation of pro forma financial information, including pro forma cost savings, synergies, capitalization or other pro forma adjustments desired to be incorporated into any pro forma financial information, (iii) the Selling Entities shall have the right to review and comment on any marketing materials used in the syndication of the Financing, (iv) (A) no Selling Entity shall be required to incur or satisfy any liability (including the payment of any fees) in connection with the Financing, (B) the boards of directors of the Selling Entities shall not be required to adopt

resolutions approving the agreements, documents and instruments pursuant to which the Financing is obtained, (C) no Selling Entity shall be required to execute or deliver any definitive financing documents, including any credit or other agreements, pledge or security documents, or other certificates, legal opinions or documents in connection with the Financing, (D) no Selling Entity shall be required to take any corporate or similar actions to permit the consummation of the Financing, and (E) no Selling Entity or any of its Affiliates shall have any obligations under this Section 7.18(c) following the consummation of the transactions contemplated by this Agreement, (v) except for the representations and warranties of the Selling Entities set forth in Article V of this Agreement, no Selling Entity shall have any liability to the Buyer in respect of any financial statements, other financial information or data or other information provided pursuant to this Section 7.18(c), and (vi) notwithstanding anything to the contrary in this Agreement, the condition set forth in Section 8.1(b), as it applies to the Selling Entities' obligations under this Section 7.18(c), shall be deemed satisfied unless, any Selling Entity has not acted in good faith and has knowingly and willfully materially breached its obligations under this Section 7.18(c) and such breach has been the primary cause of the Financing not being obtained.

7.19 Executory Contracts. Notwithstanding anything in this Agreement to the contrary, in the event that after the Designation Deadline but before the effective date of the Plan, the Buyer identifies any additional Contracts that it desires to assume and assign, the parties hereto shall use commercially reasonable efforts to include such Contract as an Assumed Agreement or Assumed Real Property Lease after reasonable notice and hearing (and subject, as applicable, to an Order of the Bankruptcy Court) to such contract counterparties in a manner consistent with the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court. The agreements and covenants in this Section 7.19 shall survive the Closing.

7.20 Parent-Buyer Agreements. During the period between the APA Effective Date and the Closing Date, the Selling Entities and Parent (or an Affiliate thereof that is not a Selling Entity) will (i) negotiate and enter into the agreements listed on Schedule 7.20 on terms reasonably satisfactory to the Buyer, the applicable Seller Entity and Parent (or its applicable Affiliate) (the "Parent-Buyer Agreements"); (ii) use commercially reasonable efforts to (x) assign to a Selling Entity those Assumed Agreements that are inadvertently, as of the APA Effective Date, not in the name of a Selling Entity and (y) correct any Assumed Agreements that do not have a legal entity, or the proper legal entity, named as a counterparty; and (iii) negotiate in good faith with the Buyer Appendix A to the Transition Services Agreement to reflect the agreed scope of transition services and the fees payable in respect thereof. During the period between the APA Effective Date and the Closing Date, Buyer and Parent (or an Affiliate thereof that is not a Selling Entity) will negotiate and enter into a service agreement for the provision of services to the Parent by any employee of the Parent who becomes an employee of (i) the Selling Entities prior to the Closing Date and subsequently becomes an employee of the Buyer or (ii) Buyer on the Closing Date, in each case, which service agreement will have a term of at least 18 months and provide for an appropriate transition period.

7.21 Environmental Services Agreement. During the period between the APA Effective Date and the Closing Date, the Selling Entities and the Buyer will cooperate in good faith and use their reasonable best efforts to negotiate and mutually agree on the Environmental Services Agreement to be executed and delivered by the Buyer and the Selling Entities at the Closing.

7.22 Know-How. As of the date hereof, Parent and its Affiliates and the Selling Entities possess unpatented information covered by Section (v) of the definition of Intellectual Property relating to the practice of the subject matter claimed by the patents that are the subject of the Patent License Agreement (the "Know-How"), and, pursuant to the terms of this Agreement, Parent will retain and Buyer will acquire all rights to use any such Know-How after the Closing Date.

ARTICLE VIII
CONDITIONS TO CLOSING

8.1 Conditions Precedent to Obligations of the Buyer. The obligations of the Buyer to effect the sale and purchase of the Purchased Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Buyer in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of the Selling Entities set forth in Article V shall be true and correct as of the APA Effective Date and the Closing Date as though then made at and as of that time (without giving effect to materiality, Material Adverse Effect, or similar phrases in the representations and warranties), except where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had a Material Adverse Effect; and the Buyer shall have received a certificate signed by an executive officer of each Selling Entity, dated the Closing Date, to the foregoing effect;

(b) each of the Selling Entities shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date, and the Buyer shall have received a certificate signed by an executive officer of each Selling Entity, dated the Closing Date, to the foregoing effect;

(c) there shall not be in effect or issued any Law or Order of a Governmental Body having competent jurisdiction over the business of the Selling Entities restraining or prohibiting the consummation of the transactions contemplated by this Agreement;

(d) the waiting period or required approval applicable to the transactions contemplated by this Agreement under the HSR Act and those other Competition Laws identified on Schedule 8.1(d) shall have expired (or early termination shall have been granted) or been received;

(e) the CFIUS Approval shall have been obtained;

(f) the Bankruptcy Court shall have entered the Sale Order, which Order shall have become a Final Order; and the Sale Order shall have approved and authorized the transactions contemplated by this Agreement, including the assumption and assignment of the Core Contracts, and the Core Contracts shall have been actually assumed and assigned to the Buyer such that each of them will be in full force and effect from and after the Closing with non-debtor parties being barred and enjoined from asserting against the Buyer among other things, defaults, breaches or claims of pecuniary losses existing as of the Closing or by reason of the Closing;

(g) the Canadian Court shall have entered the Recognition Order, which Order shall have become a Final Order;

(h) there shall not have occurred a Material Adverse Effect in respect of the Selling Entities or the Business since the APA Effective Date and prior to the Closing; and

(i) the Buyer shall have received the other items to be delivered to it pursuant to Section 4.2.

8.2 Conditions Precedent to Obligations of the Selling Entities. The obligations of the Selling Entities to effect the sale and purchase of the Purchased Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Selling Entities in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of the Buyer set forth in Article VI shall be true and correct as of the Closing Date as though then made at and as of the Closing Date (without regard to materiality or similar phrases in the representations and warranties), except where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect on the ability of the Buyer to consummate the transactions contemplated hereby; and the Selling Entities shall have received a certificate signed by an executive officer of the Buyer, dated the Closing Date, to the foregoing effect;

(b) the Buyer shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date, and the Selling Entities shall have received a certificate signed by an officer of the Buyer, dated the Closing Date, to the foregoing effect;

(c) there shall not be in effect any Law or Order of a Governmental Body having competent jurisdiction over the business of the Selling Entities prohibiting the consummation of the transactions contemplated by this Agreement;

(d) the waiting period or required approval applicable to the transactions contemplated by this Agreement under the HSR Act and those other Competition Laws identified on Schedule 8.1(d) shall have expired (or early termination shall have been granted) or been received;

(e) the Bankruptcy Court shall have entered the Sale Order, which Order shall not be subject to a stay by a court of competent jurisdiction or have been reversed, vacated, or otherwise modified in a material and adverse respect;

(f) the Canadian Court shall have entered the Recognition Order, which Order shall not be subject to a stay by a court of competent jurisdiction or have been reversed, vacated, or otherwise modified in a material and adverse respect; and

(g) the Selling Entities shall have received the other items to be delivered to it pursuant to Section 4.3.

8.3 Frustration of Closing Conditions. Neither the Buyer, on the one hand, or the Selling Entities, on the other hand, may rely on the failure of any condition set forth in Sections 8.1 or 8.2, as the case may be, if such failure was caused by such party's (or in the case of the Selling Entities, any such party's) failure to comply with any provision of this Agreement.

ARTICLE IX
TERMINATION; WAIVER

9.1 Termination.

This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the Selling Entities and the Buyer;

(b) by the Selling Entities or the Buyer, at any time prior to the Closing, if:

(i) there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited;

(ii) consummation of the transactions contemplated hereby would violate any non-appealable Order of any Governmental Body having competent jurisdiction;

(iii) the Buyer is not chosen at the Auction to be the Successful Bidder or the Backup Bidder;

(iv) the Buyer is chosen at the Auction to be the Backup Bidder (and the Buyer does not become the Successful Bidder on or before the Outside Backup Date) and the Outside Backup Date has passed;

(v) the Outside Date shall have passed; or

(vi) (A) an Alternative Transaction is consummated, (B) the Selling Entities enter into a definitive agreement regarding an Alternative Transaction or (C) the Chapter 11 Cases are dismissed or converted to cases under Chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the transactions provided for in this Agreement;

provided, however, that the party seeking to terminate this Agreement pursuant to this Section 9.1(b) (or pursuant to Section 9.1(c) or Section 9.1(d) below) shall not otherwise be in material breach of any of its representations, warranties, covenants or agreements contained herein;

(c) by the Selling Entities, at any time prior to the Closing if:

(i) any of the representations and warranties of the Buyer or contained in Article VI shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of

such subsequent date) such that the condition set forth in Section 8.2(a) would not then be satisfied;

(ii) the Buyer shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement to be performed and complied with by the Buyer such that the condition set forth in Section 8.2(b) would not then be satisfied (except for any failure by Buyer to effect the Closing (in circumstances where the conditions to Closing have been satisfied or waived) as a result of the fact that the Financing or the Alternative Financing has not been funded, which is governed by Section 9.1(c)(iii));

(iii) (A) all of the conditions provided for in Section 8.1 have been satisfied or waived and remain satisfied or waived at the time when the Closing is required to occur in accordance with Section 4.1 (other than those conditions that by their nature are to be satisfied at the Closing, each of which would be capable of being satisfied if the Closing Date were the date that notice of termination is delivered by the Selling Entities to the Buyer) (the "Condition Satisfaction"), (B) at or following the Condition Satisfaction, the Selling Entities have irrevocably confirmed in a written notice delivered to Buyer that the Selling Entities are ready, willing and able to consummate the Closing subject only to closing conditions that by their nature are to be satisfied by actions taken at the Closing and (C) the Buyer does not effect the Closing when the Closing is required to occur pursuant to Section 4.1; or

(iv) the Buyer shall have failed to pay the Deposit within four (4) Business Days after the date of this Agreement in accordance with Section 3.2;

provided, however, that if an inaccuracy in any of the representations and warranties of the Buyer or a failure to perform or comply with a covenant or agreement by the Buyer is curable by the Buyer within thirty (30) days after the date of written notice from the Selling Entities to the Buyer of the occurrence of such inaccuracy or failure, then the Selling Entities may not terminate this Agreement under Sections 9.1(c)(i) or (ii) on account of such inaccuracy or failure (x) prior to delivery of such written notice to the Buyer or during the thirty (30) day period commencing on the date of delivery of such notice or (y) following such thirty (30) day period, if such inaccuracy or failure shall have been fully cured during such thirty (30) day period; or

(d) by the Buyer, at any time prior to the Closing if:

(i) any of the representations and warranties of the Selling Entities contained in Article V shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of such subsequent date) such that the condition set forth in Section 8.1(a) would not then be satisfied;

(ii) any Selling Entity shall have failed to perform or comply with any of its respective covenants or agreements contained in this Agreement to be performed and complied with by it such that the condition set forth in Section 8.1(b) would not then be satisfied;

(iii) by 11:59 p.m. (Eastern) on the first Business Day after the APA Effective Date, the Selling Entities have not filed with the Bankruptcy Court:

A. the notice describing the selection of the stalking horse bidder; and

B. notice extending the deadline to submit competing bids to at least 28 days after the APA Effective Date;

(iv) the Stalking Horse Order has not been entered by October 29, 2020;

(v) the Auction has not been held by November 13, 2020;

(vi) the Sale Order has not been entered by the Bankruptcy Court by November 23, 2020;

(vii) the Recognition Order has not been entered by the Canadian Court by November 30, 2020;

(viii) at any time after entry of the Stalking Horse Order, such Stalking Horse Order is reversed, stayed, vacated or otherwise modified (if such modifications are materially adverse to the Buyer) by a court of competent jurisdiction; or

(ix) if the Sale Order ceases to be in full force and effect, or is revoked, rescinded, vacated, materially modified, reversed or stayed, or otherwise rendered ineffective by a court of competent jurisdiction,

provided, however, that if an inaccuracy in any of the representations and warranties of the Selling Entities or a failure to perform or comply with a covenant or agreement by any of the Selling Entities is curable by it within thirty (30) days after the date of written notice from the Buyer to the Selling Entities of the occurrence of such inaccuracy or failure, then the Buyer may not terminate this Agreement under Section 9.1(d)(i) or (ii) on account of such inaccuracy or failure (y) prior to delivery of such written notice to the Selling Entities or during the thirty (30) day period commencing on the date of delivery of such notice or (z) following such thirty (30) day period, if such inaccuracy or failure shall have been fully cured during such thirty (30) day period.

9.2 Procedure and Effect of Termination. In the event of termination of this Agreement by the Selling Entities or the Buyer pursuant to Section 9.1, written notice thereof shall forthwith be given by the terminating party to the other party, specifying the provision hereof pursuant to which such termination is made, and this Agreement shall thereupon terminate and become void and of no further force and effect, and the transactions contemplated hereby shall be abandoned without further action by any of the parties hereto; provided, however, that (a) subject to Section 9.3(b), no party hereto shall be relieved of or released from any Liability arising from any willful, knowing or intentional breach by such party hereto of any provision of this Agreement and (b) this Section 9.2, Section 3.2, Section 7.13, Section 7.18(b), Section 9.3, Article X, and the Confidentiality Agreement shall remain in full force and effect and survive any termination of this Agreement. For the avoidance of doubt, the Selling Entities shall not assert the application of the

automatic stay under Bankruptcy Code section 362 to seek to prevent the Buyer from exercising its termination rights solely pursuant to Section 9.1 in accordance with this Agreement.

9.3 Termination Fee.

(a) In the event that this Agreement is validly terminated by (i) the Selling Entities pursuant to Section 9.1(c)(i), Section 9.1(c)(ii) or Section 9.1(c)(iii), or (ii) the Buyer pursuant to Section 9.1(b)(v) and at the time of such termination the Selling Entities could have terminated this Agreement pursuant to Section 9.1(c)(i), Section 9.1(c)(ii) or Section 9.1(c)(iii), the Buyer and the Selling Entities shall, promptly and in any event within two (2) Business Days of such termination, deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to release to (x) the Selling Entities by wire transfer of immediately available funds the Deposit, in the case of the valid termination of this Agreement by the Selling Entities pursuant to Section 9.1(c)(i) or Section 9.1(c)(ii) or by the Buyer pursuant to Section 9.1(b)(v) and at the time of such termination the Selling Entities could have terminated this Agreement pursuant to Section 9.1(c)(i) or Section 9.1(c)(ii), or (y) (A) the Selling Entities by wire transfer of immediately available funds the sum of (1) forty percent (40%) of the Deposit (the "Termination Fee") *plus* (2) any amounts payable to the Selling Entities under Section 7.18 *plus* (3) the Enforcement Costs (such sum, the "Termination Payment Amount") and (B) the Buyer by wire transfer of immediately available funds any amounts remaining in the Escrow Account after payment of the Termination Payment Amount, in the case of the valid termination of this Agreement by the Selling Entities pursuant to Section 9.1(c)(iii) or by the Buyer pursuant to Section 9.1(b)(v) and at the time of such termination the Selling Entities could have terminated this Agreement pursuant to Section 9.1(c)(iii), which Termination Fee shall be deemed a non-refundable termination fee, without offset or reduction of any kind. In no event shall the Buyer be required to pay the Termination Fee on more than one occasion.

(b) Notwithstanding anything to the contrary in this Agreement, in the event that the Termination Fee is payable pursuant to Section 9.3(a), and if the Buyer has deposited the Deposit in the Escrow Account in accordance with Section 3.2, the Buyer shall not have any liability of any nature whatsoever to the Selling Entities with respect to any breach of this Agreement or the failure of the Closing to occur, other than the liability of the Buyer to (i) deliver joint written instructions to the Escrow Agent to release the Termination Fee to the Selling Entities in accordance with Section 9.3(a), (ii) pay any amounts payable to the Selling Entities under Section 7.18 and (iii) if the Buyer fails to deliver the joint written instructions when required under Section 9.3(a), (A) pay to the Selling Entities interest on the amount of the Termination Fee from the date such payment was required to be made until the date of payment at the rate of 5% per annum and (B) if, in order to obtain such payment, the Selling Entities commence a suit that results in a judgment against the Buyer requiring payment of the Termination Fee, reimbursement of the Selling Entities and each of their Affiliates and their respective representatives for their out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such suit (the amounts payable under this clause (iii), collectively, the "Enforcement Costs"). To the extent the Termination Payment Amount exceeds the amount of the Deposit, the Buyer shall pay to the Selling Entities the amount of such excess by wire transfer of immediately available funds no later than the date on which the Deposit is released to the Selling Entities in accordance with this Agreement and the Escrow Agreement. Notwithstanding anything to the contrary in this Agreement, but subject to the proviso to this sentence, (I) if the Selling

Entities receive the Termination Fee pursuant to Section 9.3(a), such payment shall be the sole and exclusive remedy of the Selling Entities against (A) the Buyer, (B) any of the Debt Financing Sources, (C) any of the Buyer's or the Debt Financing Sources' Subsidiaries or Affiliates and (D) any of foregoing's respective former, current or future general or limited partners, incorporators, controlling persons, stockholders, equityholders, members, managers, directors, officers, employees, agents, attorneys or other Representatives or any of their respective successors or permitted assigns ((B)-(D) of the foregoing, collectively, the "Buyer Related Parties"), and none of the Buyer or any of the Buyer Related Parties shall have any further liability or obligation, in each case relating to or arising out of this Agreement or the termination thereof (including the Commitment Letter) or the transactions contemplated hereby (or thereby) (or the failure of such transactions to occur for any reason or for no reason) and none of the Selling Entities, any of their respective Subsidiaries or Affiliates, or any of their respective former, current or future general or limited partners, incorporators, controlling persons, stockholders, equityholders, members, managers, directors, officers, employees, agents, attorneys or other Representatives or any of their respective successors or permitted assigns (collectively, the "Sellers Related Parties"), shall seek to recover any other damages or seek any other remedy, whether based on a claim at law or in equity, in contract, tort or otherwise, with respect to any losses or damages suffered in connection with this Agreement or the Commitment Letter or the transactions contemplated hereby or thereby or any oral representation made or alleged to be made in connection herewith, (II) if the Selling Entities receive any payments from the Buyer in respect of any breach of this Agreement and thereafter the Selling Entities receive the Termination Fee pursuant to Section 9.3(a), the amount of the Termination Fee shall be reduced by the aggregate amount of such payments made by the Buyer in respect of any such breaches and (III) in no event shall the Buyer or the Buyer Related Parties be subject to (nor shall the Selling Entities or any of the Sellers Related Parties seek to recover) monetary damages in excess of an amount equal to the Deposit, in the aggregate, for any losses or other liabilities arising out of or in connection with breaches by the Buyer of its representations, warranties, covenants and agreements contained in this Agreement or arising from any claim or cause of action that the Selling Entities or any of the Sellers Related Parties may have; *provided* that the limitations set forth in this sentence shall not (x) apply unless the Buyer shall have deposited the Deposit in the Escrow Account in accordance with Section 3.2 or (y) limit the Buyer's obligation to pay any amounts payable to the Selling Entities under Section 7.18 or in respect of the Enforcement Costs. The Selling Entities and the Buyer acknowledge and agree that the Termination Fee is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate the Selling Entities in the circumstances in which the Termination Fee is payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be uncertain and incapable of accurate determination.

(c) The Selling Entities and the Buyer acknowledge and agree that the agreements contained in this Section 9.3 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, neither the Buyer nor the Selling Entities would enter into this Agreement.

(d) While the Selling Entities may pursue each of (i) a grant of specific performance or other equitable relief under Section 10.13 and (ii) the payment of the Termination Fee under Section 9.3(a), any recovery by the Selling Entities shall be subject to the limitations set

forth in Section 9.3(b), and under no circumstances shall the Selling Entities be permitted or entitled to receive both (i) a grant of specific performance to cause the Buyer to consummate the Closing, and (ii) the Termination Fee.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Expenses. Except to the extent expressly provided in this Agreement, the Selling Entities, on the one hand, and the Buyer, on the other hand, shall each be responsible for the fees and expenses incurred by it, or on behalf of it, in connection with, or in anticipation of, this Agreement and the consummation of the transactions contemplated hereby.

10.2 Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written instrument signed on behalf of each of the Selling Entities and the Buyer, but without further application to or Order of the Bankruptcy Court or the Canadian Court. Notwithstanding anything to the contrary herein, the provisions of Section 7.18(c), Section 9.3(b)9.3(b), this Section 10.2, Section 10.7, Section 10.9, Section 10.13, Section 10.17 and Section 10.23 (and the definitions related thereto) that are related to the Debt Financing Sources may not be amended or modified in whole or in part in a manner adverse to the Debt Financing Sources without the written consent of each adversely affected Debt Financing Source.

10.3 Survival. None of the representations and warranties of the parties hereto in this Agreement, in any instrument delivered pursuant to this Agreement, or in the Schedules or Exhibits attached hereto shall survive the Closing, and no party hereto shall, or shall be entitled to, make any claim or initiate any action against any other party hereto with respect to any such representation or warranty from or after the Closing, except for the representations of the Buyer set forth in Section 6.9, which shall survive the Closing according to its terms. Other than with respect to the Post-Closing Covenants, none of the covenants or agreements of the parties in this Agreement shall survive the Closing, and no party hereto shall, or shall be entitled to, make any claim or initiate any action against any other party hereto with respect to any such covenant or agreement from or after the Closing. The Post-Closing Covenants will survive the Closing until the earlier of (a) performance of such Post-Closing Covenant in accordance with this Agreement or (b) (i) if time for performance of such Post-Closing Covenant is specified in this Agreement, ninety (90) days following the expiration of the time period for such performance, or (ii) if time for performance of such Post-Closing Covenant is not specified in this Agreement, the expiration of the applicable statute of limitations with respect to any claim for any failure to perform such Post-Closing Covenant; provided that if a written notice of any claim with respect to any Post-Closing Covenant is given prior to the expiration thereof then such Post-Closing Covenant will survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

10.4 Notices. All notices or other communications required or permitted under, or otherwise made in connection with, this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if transmitted by national overnight courier (with

confirmation of delivery), in each case, addressed as follows (or to such other addresses as the addressees shall indicate in accordance with the provisions hereof):

(a) If to the Selling Entities, to:

Imerys Talc America, Inc.

100 Mansell Court East, Suite 300
Roswell, Georgia 30076
Email: ryan.vanmeter@imerys.com
Attention: Ryan Van Meter

with a copy (which shall not constitute notice or constructive notice) to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Email: David.Zaheer@lw.com, Kim.Posin@lw.com, Helena.Tseregounis@lw.com
Attention: David Zaheer, Kimberly Posin, Helena Tseregounis

(b) If to the Buyer, to:

Magris Resources Canada Inc.

333 Bay Street
Suite 1101
Toronto Ontario M5H 2R2
Attention: Vice-President, Legal
Email: steve.astritis@magrisresources.com

with a copy (which shall not constitute notice or constructive notice) to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Attention: Scott Petepiece
Sean Skiffington
Luckey McDowell
Email: spetepiece@shearman.com
sean.skiffington@shearman.com
luckey.mcdowell@shearman.com

and

McCarthy Tétrault LLP
Suite 5300
TD Bank Tower
Box 48, 66 Wellington Street West
Toronto ON M5K 1E6
Attention: Jonathan See
Scott A. Bergen
Email: jsee@mccarthy.ca
sbergen@mccarthy.ca

10.5 Assignment**.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto (whether by operation of law or otherwise) without the prior written consent of the other parties hereto, and any such assignment shall be null and void; *provided, however,* that the Buyer may assign any or all of its rights, interests and obligations hereunder, in whole or from time to time in part, to any Debt Financing Sources as collateral in respect of the Financing, *provided* that, in the event of any such assignment, the Buyer shall remain liable for all such obligations; *provided, further,* that, in either case, no such assignment may be made to a person subject to any anti-laundering, anti-terrorism or other sanctions law which Selling Entities are obliged to comply with. No assignment by any party hereto shall relieve such party of any of its obligations hereunder. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, including, in the case of the Selling Entities, any trustee of the Chapter 11 Cases or any subsequent case under Chapter 7 of the Bankruptcy Code.

10.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.7 Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code or the CCAA apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

10.8 Acknowledgement and Release.

(a) Notwithstanding anything that may be expressed or implied in this Agreement or any other Transaction Document, and notwithstanding the fact that any party to any Transaction Document may be a partnership or limited liability company, the Buyer acknowledges

that the Selling Entities are the sole Persons bound by, or liable with respect to, the obligations and Liabilities of the Selling Entities under this Agreement and the other documents to be delivered in connection herewith, and that no Affiliate of any Selling Entity or any of their respective Subsidiaries or any current or former officer, director, stockholder, agent, attorney, employee, Representative, advisor or consultant of any Selling Entity or any such other Person shall be bound by, or liable with respect to, any aspect of this Agreement and the other documents to be delivered in connection herewith.

(b) Effective as of the Closing (but only if the Closing actually occurs), except for any rights or obligations under this Agreement, the other Transaction Documents and the Confidentiality Agreement, the Buyer, on behalf of itself and each of its Affiliates and each of its and their respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other Representatives or Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the "Releasors"), hereby irrevocably and unconditionally releases and forever discharges the Selling Entities, their respective Affiliates and each of the foregoing's respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other Representatives or Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the "Released Parties") of and from any and all actions, causes of action, suits, proceedings, executions, Orders, duties, debts, dues, accounts, bonds, Liabilities, Contracts and covenants (whether express or implied), and claims and demands whatsoever whether in law or in equity (whether based upon contract, tort or otherwise), which any of the Releasors may have against any of the Released Parties, now or in the future, in each case in respect of any cause, matter or thing relating to the Purchased Assets, the Assumed Liabilities, the Business or any action taken or failed to be taken by any of the Released Parties in any capacity related to the Purchased Assets or the Business occurring or arising on or prior to the Closing Date (the "Released Claims"). From and after the Closing and notwithstanding any applicable statute of limitations, the Buyer will not and will cause each of the other Releasors not to, bring any action, suit or proceeding against any Selling Entity or any of the other Released Parties, whether at law or in equity, with respect to any of the rights or claims waived and released by the Buyer on behalf of itself and the other Releasors hereunder.

10.9 Submission to Jurisdiction; WAIVER OF JURY TRIAL.

(a) Any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby and the proceedings related thereto shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court). Each party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) in respect of any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; provided, however, that, if the Chapter 11 Cases are dismissed, any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be heard and determined solely in the Chancery Court of the State of

Delaware and any state appellate court therefrom within the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware and any direct appellate court therefrom). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of such courts in respect of any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court. Each party hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or Legal Proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with Section 10.4, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable Law, any claim that (i) the suit, action or Legal Proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or Legal Proceeding is improper, or (iii) this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith, or the subject matter hereof or thereof, may not be enforced in or by such courts. Each party hereto agrees that notice or the service of process in any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder or thereunder, shall be properly served or delivered if delivered in the manner contemplated by Section 10.4.

(b) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR LEGAL PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF.

(c) Notwithstanding anything herein to the contrary, each of the parties hereto hereby agrees that it will not, nor permit any of its Affiliates to, bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Debt Financing Sources in any way relating to this Agreement, the Commitment Letter, the Financing, the definitive financing agreements for the Financing or any of the transactions contemplated hereby or thereby, including any dispute arising out of or relating in any way to this Agreement, the Commitment Letter, the Financing, the definitive financing agreements for the Financing, the transactions contemplated hereby or thereby or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, located in the Borough of Manhattan, or, if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and the appellate courts thereof), and that the provisions of Section 10.9(b) relating to the waiver of jury trial shall apply to any such action, cause of action, claim, cross-claim or third-party claim.

10.10 Counterparts. This Agreement may be executed by facsimile or pdf format and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which

when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered (by facsimile, pdf format or otherwise) to the other parties hereto.

10.11 Incorporation of Schedules and Exhibits. All Schedules and all Exhibits attached hereto and referred to herein are hereby incorporated herein by reference and made a part of this Agreement for all purposes as if fully set forth herein.

10.12 Entire Agreement. This Agreement (including all Schedules and all Exhibits), the Transaction Documents and the Confidentiality Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties hereto with respect thereto.

10.13 Remedies.

(a) The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or was otherwise breached and that monetary damages may not be an adequate remedy for any breach or threatened breach of any of the provisions of this Agreement. It is accordingly agreed that, subject to the other terms of this Agreement, including clause (b) below, prior to any valid termination of this Agreement as provided in Section 9.1, the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, and any such injunction shall be in addition to any other remedy to which any party hereto is entitled, at law or in equity.

(b) Notwithstanding the foregoing or anything herein to the contrary, it is hereby acknowledged and agreed that the Selling Entities shall only be entitled to an injunction, specific performance and other equitable relief to cause the Buyer to consummate the Closing in accordance with ARTICLE IV, if, (i) the Condition Satisfaction has occurred, (ii) the Financing has been funded or will be funded at the Closing (or, if Alternative Financing is being used in accordance with Section 7.18, the Alternative Financing has been funded or will be funded pursuant to the commitments with respect thereto), (iii) at or following the Condition Satisfaction, the Selling Entities have irrevocably confirmed to the Buyer in writing that the Selling Entities stand ready, willing and able to proceed with the Closing, if specific performance is granted and the Financing is funded (or, if Alternative Financing is being used in accordance with Section 7.18, the Alternative Financing is funded pursuant to the commitments with respect thereto) and (iv) the Buyer has failed to consummate the transactions contemplated hereby by the date the Closing is required to have occurred pursuant to Section 4.1.

10.14 Bulk Sales or Transfer Laws. The parties hereto intend that pursuant to section 363(f) of the Bankruptcy Code, and to the greatest extent possible under the CCAA, the transfer of the Purchased Assets shall be free and clear of any Interests in the Purchased Assets (other than Permitted Liens and Assumed Liabilities), including any liens or claims arising out of the bulk transfer laws, or under similar provisions of Canadian provincial, retail or sales tax Laws, and the parties hereto shall take such steps as may be reasonably necessary or appropriate to so provide in the Sale Order and the Recognition Order. In furtherance of the foregoing, each party

hereto hereby waives compliance by the parties hereto with the "bulk sales," "bulk transfers" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

10.15 Mutual Drafting; Headings; Information Made Available. The parties hereto participated jointly in the negotiation and drafting of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings and table of contents contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. To the extent this Agreement refers to information or documents to be made available (or delivered or provided) to the Buyer or its Representatives, the Selling Entities shall be deemed to have satisfied such obligation if the Selling Entities or any of their Representatives has made such information or document available (or delivered or provided such information or document) to the Buyer or any of its Representatives in an electronic data room or via electronic mail prior to the date of this Agreement.

10.16 Schedules. It is expressly understood and agreed that (a) the disclosure of any fact or item in any section of the Schedules shall be deemed disclosure with respect to any other section or subsection of this Agreement or the Schedules to the extent the applicability thereunder is reasonably apparent, (b) the disclosure of any matter or item in the Schedules shall not be deemed to constitute an acknowledgement that such matter or item is required to be disclosed therein, and (c) the mere inclusion of an item in the Schedules as an exception to a representation or warranty shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect.

10.17 No Third Party Beneficiaries. Except for provisions expressly providing rights to or benefiting the Representatives of the parties hereto, this Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment at all or for any specified period; *provided* that the Debt Financing Sources are intended third-party beneficiaries of, and may enforce directly, the provisions of Section 7.18(c), Section 9.3(b), Section 10.2, Section 10.7, Section 10.9, Section 10.13, this Section 10.17 and Section 10.23.

10.18 Conflicts; Privileges.

(a) It is acknowledged by each of the parties that the Selling Entities have retained Latham & Watkins, LLP ("Latham & Watkins") and Stikeman Elliott LLP ("Stikeman Elliott") (with respect to Imerys Talc Canada Inc.) to act as their counsel in connection with this Agreement and the transactions contemplated hereby (the "Current Representation"), and that no other party has the status of a client of Latham & Watkins or Stikeman Elliott for conflict of interest or any other purposes as a result thereof. The Buyer hereby agrees that after the Closing, Latham

& Watkins and Stikeman Elliott may represent any Selling Entity or any of its Affiliates or any of their respective Representatives (any such Person, a "Designated Person") in any matter involving or arising from the Current Representation, including any interpretation or application of this Agreement, any other Transaction Document or any other agreement entered into in connection with the transactions contemplated hereby, and including for the avoidance of doubt any proceeding between or among the Buyer or any of its Affiliates and any Designated Person, even though the interests of such Designated Person may be directly adverse to the Buyer or any of its Affiliates, and even though Latham & Watkins or Stikeman Elliott may have represented the Buyer in a substantially related matter, or may be representing the Buyer in ongoing matters. The Buyer hereby waives and agrees not to assert (i) any claim that Latham & Watkins or Stikeman Elliott has a conflict of interest in any representation described in this Section 10.18 or (ii) any confidentiality obligation with respect to any communication between Latham & Watkins or Stikeman Elliott and any Designated Person occurring during the Current Representation.

(b) The Buyer hereby agrees that as to all communications (whether before, at or after the Closing) between Latham & Watkins or Stikeman Elliott and any Designated Person that relate in any way to the Current Representation, the attorney-client privilege and all rights to any other evidentiary privilege, and the protections afforded to information relating to representation of a client under applicable rules of professional conduct, the Current Representation belongs to the Selling Entities and may be controlled by the Selling Entities and will not pass to or be claimed by the Buyer or any of its Representatives and the Buyer hereby agrees that it will not seek to compel disclosure to the Buyer or any of its Representatives of any such communication that is subject to attorney client privilege, or any other evidentiary privilege.

10.19 Approval. The Selling Entities' obligations under this Agreement and in connection with the transactions contemplated hereby are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Sale Order). Nothing in this Agreement shall require the Selling Entities or their Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

10.20 Fiduciary Obligations. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require any Selling Entity or any of their respective directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations.

10.21 Extension; Waiver. At any time prior to the Closing, the Selling Entities, on the one hand, or the Buyer, on the other hand, may, without application to or Order of the Bankruptcy Court (a) extend the time for the performance of any of the obligations or other acts of the Buyer (in the case of an agreed extension by the Selling Entities) or the Selling Entities (in the case of an agreed extension by the Buyer), (b) waive any inaccuracies in the representations and warranties of the Buyer (in the case of a wavier by the Selling Entities) or the Selling Entities (in the case of a waiver by the Buyer) contained herein or in any document delivered pursuant hereto, (c) waive compliance with any of the agreements of the Buyer (in the case of a wavier by the Selling Entities) or the Selling Entities (in the case of a waiver by the Buyer) contained herein, or (d) waive any condition to its obligations hereunder. Any agreement on the part of the Selling Entities, on the one hand, or the Buyer, on the other hand, to any such extension or waiver shall be valid only if

set forth in a written instrument signed on behalf of the applicable waiving party (without application to or Order of the Bankruptcy Court or the Canadian Court). The failure or delay of any party hereto to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of any rights hereunder.

10.22 Non-Controlled Affiliates. Notwithstanding anything in this Agreement to the contrary, neither party hereto shall have any obligation to cause its Affiliates who are not controlled by such party hereto to take or refrain from taking any action, and with respect to any Affiliate of a party hereto that is not controlled by such party hereto, the sole obligation of such party hereto shall be to direct such Affiliate to take or refrain from taking the applicable action.

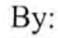
10.23 Non-Recourse; Limitation on Liability; Waiver of Claims. Notwithstanding anything to the contrary contained herein, the Selling Entities (on behalf of themselves and any of the Sellers Related Parties) hereby waives any rights or claims whether at law or in equity (whether in tort, contract or otherwise) against all Debt Financing Sources in connection with this Agreement, the Commitment Letter, the Financing or the definitive financing agreements for the Financing, and the Selling Entities (on behalf of themselves and any of the Sellers Related Parties) agree not to commence any action or proceeding whether at law or in equity (whether in tort, contract or otherwise) against any Debt Financing Source in connection with this Agreement, the Commitment Letter, the Financing or the definitive financing agreements for the Financing, and agree to cause any such action or proceeding asserted by the Selling Entities (on behalf of themselves and any Sellers Related Party) in connection with this Agreement, the Commitment Letter, the Financing or the definitive financing agreements for the Financing to be dismissed or otherwise terminated. In furtherance and not in limitation of the foregoing waiver, it is acknowledged and agreed that no Debt Financing Source shall have any liability for any claims or damages to the Selling Entities or any Sellers Related Party, in connection with this Agreement, the Commitment Letter, the Financing, the definitive financing agreements for the Financing, or the transactions contemplated hereby or thereby. Without limiting the foregoing, the Debt Financing Sources shall be beneficiaries of all limitations on remedies and damages in this Agreement that apply to the Buyer and are express third party beneficiaries of this Section 10.23.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

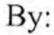
SELLING ENTITIES:

IMERYS TALC AMERICA, INC.



By: ______________________
Name: Ryan Van Meter
Title: Secretary

IMERYS TALC VERMONT, INC.



By: ______________________
Name: Ryan Van Meter
Title: Secretary

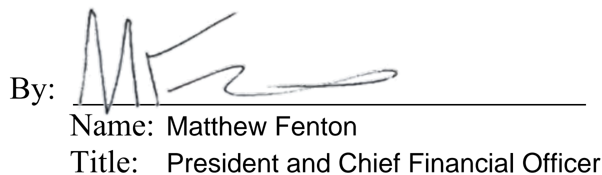
IMERYS TALC CANADA INC.

By: ______________________
Name: Ryan Van Meter
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

BUYER:

MAGRIS RESOURCES CANADA INC.



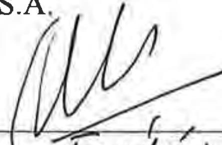
By: ______________________________

Name: Matthew Fenton

Title: President and Chief Financial Officer

IN WITNESS WHEREOF, for the sole purposes of Sections 4.2(d), 4.2(e), 4.2(f), 7.15 and 7.20 of this Agreement, IMERYS S.A. has caused this Agreement to be executed as of the date first written above.

IMERYS S.A.



By: ______________________

Name: Fredérique Berthier Raymond

Title: General Counsel Imerys

DocuSign Envelope ID: 557B9626-21A0-4272-A7E5-63A3C88A27CF

IN WITNESS WHEREOF, for the sole purposes of Sections7.9(b), 7.9(f) and 7.9(g) of this Agreement, IMERYS USA INC. has caused this Agreement to be executed as of the date first written above.

IMERYS USA INC.

By:

Name: Frederique Berthier Raymond
Title: General Counsel Imerys

[Signature Page to Asset Purchase Agreement]

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of [●], 2020, by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada Inc., a Canada corporation, (each, a "Selling Entity" and collectively, the "Selling Entities"), [and] Magris Resources Canada Inc., a Canada corporation (the "Buyer")[, and [●], a [●] and an Affiliate of the Buyer (the "Assignee")]. The Selling Entities and the Buyer are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the Selling Entities and the Buyer are parties to that certain Asset Purchase Agreement dated as of October 13, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Buyer has agreed to purchase from the Selling Entities (or to cause one or more of its Affiliates to purchase), and the Selling Entities have agreed to sell to the Buyer or one or more of its Affiliates, the Purchased Assets, and the Buyer or one or more of its Affiliates has agreed to assume from the Selling Entities the Assumed Liabilities, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and in any Order of the Bankruptcy Court, and further subject to Bankruptcy Court approval in the Chapter 11 Cases and Canadian Court approval in the Canadian Proceeding;

[**WHEREAS,** the Buyer hereby designates the Assignee to assume all of the Assumed Liabilities under the Purchase Agreement;] and

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Selling Entities[,] [and] the Buyer [and the Assignee] have agreed to deliver this Agreement to the other Party.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Selling Entities[,] [and] the Buyer [and the Assignee], intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement.

Section 2. Assignment and Assumption of Liabilities. Upon the terms contained in the Purchase Agreement and pursuant to the terms of the Sale Order and the Recognition Order, the Selling Entities hereby assign, convey, transfer and deliver to [the Buyer] [1] each of the Assumed Liabilities. [The Buyer] hereby assumes, and agrees to pay, perform, and discharge when due all of the Assumed Liabilities.

Section 3. Liabilities not Assumed. [The Buyer] shall not assume or be obligated to pay, perform, or otherwise discharge any of the Excluded Liabilities.

---

[1] Replace bracketed references with "the Assignee" if applicable.

Section 4. **Terms of the Purchase Agreement.** Each of the Selling Entities[,] [and] the Buyer [and the Assignee] acknowledges and agrees that the representations, warranties, and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Agreement is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement, the terms hereof, and/or the terms of any consents to assignment or other similar documents entered into by any of the Parties to facilitate the assignment, conveyance, transfer, setting over, or delivery of the Assumed Liabilities to [the Buyer, the terms of the Purchase Agreement shall govern.

Section 5. **No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any Person other than the Selling Entities[,] [and] the Buyer [and the Assignee] and their respective successors and permitted assigns.

Section 6. **Succession and Assignment.** This Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns, including, in the case of the Selling Entities, any trustee in the Chapter 11 Cases (or in a case under Chapter 7 of the Bankruptcy Code); *provided*, *however*, that no assignment by any Party shall relieve such Party of any of its obligations hereunder. For the avoidance of doubt, notwithstanding the fact that the Buyer has designated the Assignee to assume the Assumed Liabilities hereunder, the Buyer shall remain liable for all obligations of the Buyer under the Purchase Agreement, including with respect to the Assumed Liabilities.

Section 7. **Governing Law**. Except to the extent the mandatory provisions of the Bankruptcy Code or the CCAA apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution, or performance hereof, shall be governed by, and construed, interpreted, and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 8. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9. **Counterparts and Facsimile Signature.** This Agreement may be executed by facsimile or pdf format and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each Party and delivered (by facsimile, pdf format, or otherwise) to the other Parties.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLING ENTITIES:

IMERYS TALC AMERICA, INC.

By: ___________________________
Name:
Title:

IMERYS TALC VERMONT, INC.

By: ___________________________
Name:
Title:

IMERYS TALC CANADA INC.

By: ___________________________
Name:
Title:

BUYER:

MAGRIS RESOURCES CANADA INC.

By: ______________________________
Name:
Title:

ASSIGNEE:

[●]

By: ______________________________
Name:
Title:

EXHIBIT B

FORM OF BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Bill of Sale") is being executed and delivered by Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada Inc., a Canada corporation, (each, a "Selling Entity" and collectively, the "Selling Entities"), as of [●], 2020 in favor of [[●], a [●] (the "Assignee") and an Affiliate of] Magris Resources Canada Inc., a Canada corporation (the "Buyer").

WHEREAS, the Selling Entities and the Buyer are parties to that certain Asset Purchase Agreement dated as of October 13, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Buyer has agreed to purchase from the Selling Entities (or to cause one or more of its Affiliates to purchase), and the Selling Entities have agreed to sell to the Buyer or one or more of its Affiliates, the Purchased Assets, and the Buyer or one or more of its Affiliates has agreed to assume from the Selling Entities the Assumed Liabilities, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and in any Order of the Bankruptcy Court, and further subject to Bankruptcy Court approval in the Chapter 11 Cases and Canadian Court approval in the Canadian Proceeding;

[**WHEREAS,** the Buyer hereby designates the Assignee to receive the Purchased Assets under the Purchase Agreement;] and

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Selling Entities have agreed to deliver this Bill of Sale to [the Buyer][1].

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Selling Entities, intending to be legally bound, hereby agrees as follows:

Section 1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement.

Section 2. **Sale and Transfer of Purchased Assets.** Upon the terms contained in the Purchase Agreement and pursuant to the terms of the Sale Order and the Recognition Order, each Selling Entity hereby irrevocably sells, assigns, conveys, transfers, and delivers to [the Buyer], effective as of the Closing, all of such Selling Entity's right, title, and interest, free and clear of all Liens (other than the Permitted Liens), in and to all of the Purchased Assets.

Section 3. **Assets Not Acquired.** [The Buyer] shall not purchase or acquire any of the Excluded Assets.

Section 4. **Payments by the Buyer.** For the avoidance of doubt, the Buyer has (A) paid the Cash Purchase Price and (B) entered (or caused one of its designated Affiliates to enter) into that

[1] Replace bracketed references with "the Assignee" if applicable.

certain Assignment and Assumption Agreement between the Selling Entities and the Buyer (or its designated Affiliate) entered into on the date hereof (the "Assumption Agreement"), in exchange for the sale, assignment, conveyance, transfer and delivery of the Purchased Assets to [the Buyer] pursuant to this Bill of Sale.

Section 5. Terms of the Purchase Agreement. The representations, warranties, and agreements contained in the Purchase Agreement, and any limitations thereon, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Bill of Sale is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement, the terms hereof, and/or the terms of any consents to assignment or other similar documents entered into by the Selling Entities or the Buyer to facilitate the sale, assignment, conveyance, transfer, or delivery of the Purchased Assets to the Buyer or one or more of its Affiliates, the terms of the Purchase Agreement shall govern.

Section 6. No Third Party Beneficiaries. This Bill of Sale shall not confer any rights or remedies upon any Person other than the Selling Entities[,] [and] the Buyer [and the Assignee] and their respective successors and permitted assigns.

Section 7. Succession and Assignment. This Bill of Sale and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Selling Entities[,] [and] the Buyer [and the Assignee] and their respective successors and permitted assigns, including, in the case of the Selling Entities, any trustee in the Chapter 11 Cases (or in a case under Chapter 7 of the Bankruptcy Code); *provided*, *however*, that no assignment by any party shall relieve such party of any of its obligations hereunder.

Section 8. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code or the CCAA apply, this Bill of Sale and all claims and causes of action arising out of, based upon, or related to this Bill of Sale or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted, and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 9. Headings. The section headings contained in this Bill of Sale are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Bill of Sale.

Section 10. Counterparts and Facsimile Signature. This Bill of Sale may be executed by facsimile or pdf format and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each party hereto and delivered (by facsimile, pdf format, or otherwise) to the other parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Selling Entities have executed this Bill of Sale as of the date first written above.

IMERYS TALC AMERICA, INC.

By: ___________________________
Name:
Title:

IMERYS TALC VERMONT, INC.

By: ___________________________
Name:
Title:

IMERYS TALC CANADA INC.

By:
Name:
Title:

Acknowledged and agreed:

MAGRIS RESOURCES CANADA INC.

By: ______________________________
Name:
Title:

[[●]

By: ______________________________
Name:
Title:]

EXHIBIT C

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "**Assignment**"), effective as of [●], 2020, (the "**Effective Date**") is made and entered into by **IMERYS TALC AMERICA, INC.**, a Delaware corporation ("**Imerys Talc America**"), **IMERYS TALC VERMONT, INC.**, a Vermont corporation ("**Imerys Talc Vermont**"), and **IMERYS TALC CANADA INC.**, a Canada corporation ("**Imerys Talc Canada**", and together with Imerys Talc America and Imerys Talc Vermont, each an "**Assignor**", and together, the "**Assignors**") as assignors, in favor of **MAGRIS RESOURCES CANADA INC.**, a Canada corporation ("**Assignee**"), as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignors have adopted and are the owners of the Intellectual Property identified in Schedule 1, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including but not limited to, all common law rights, trade name rights, domain name rights, causes of action and the right to recover for past infringement;

WHEREAS, the Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of October 13, 2020 (the "**Purchase Agreement**"), pursuant to which the Assignors have agreed to sell, assign, convey, transfer and deliver all right, title and interest in and to the Purchased Assets to Assignee, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and in any Order of the Bankruptcy Court, and further subject to Bankruptcy Court approval in the Chapter 11 Cases and Canadian Court approval in the Canadian Proceeding; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignors agreed to enter into this Assignment, and Assignee would not have entered into the Purchase Agreement but for the Assignors' execution of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignors hereby agree as follows:

1. Definitions. Except as specified to the contrary, all capitalized terms in this Assignment shall have the meanings assigned to them in the Purchase Agreement.

2. Assignment of Intellectual Property. As of the Effective Date, each Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all right, title and interest, throughout the world, in and to (i) all Intellectual Property set forth on Schedule 1 to this Assignment and all other Intellectual Property that is included in the Purchased Assets together with the goodwill of the Business associated therewith (the "**Purchased IP**"); (ii) all common law and statutory right, title and interest in and to the Purchased IP, all rights of priority, registration, maintenance, renewal and protection thereof, and the right to create derivative works thereof; (iii) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, payments, costs and fees for past and future

infringements thereof; (iv) all rights of action and defenses accruing and to accrue in respect of the Purchased IP, including the right to sue for past, present, and future infringements and the right to settle suits involving claims and demands for royalties owing and to fully and entirely stand in the place of each Assignee in all matters related to all of the foregoing; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

3. Authorization. Each Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries in connection with the Purchased IP, and to secure in its own name the patents and registrations granted thereon. Each Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee's ownership rights in and to the Purchased IP.

4. Further Acts. Each Assignor agrees to execute any additional documents, including confirmatory assignments, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the purposes of this Assignment.

5. Terms of the Purchase Agreement. The representations, warranties, and agreements contained in the Purchase Agreement, and any limitations thereon, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement, the terms hereof, and/or the terms of any consents to assignment or other similar documents entered into by the Assignors or the Assignee to facilitate the sale, assignment, conveyance, transfer, or delivery of the Purchased Assets to the Assignor, the terms of the Purchase Agreement shall govern.

6. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any Person other than the Assignors and the Assignee and their respective successors and permitted assigns.

7. Succession and Assignment. This Assignment and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Assignors and the Assignee and their respective successors and permitted assigns, including, in the case of the Assignors, any trustee in the Chapter 11 Cases (or in a case under Chapter 7 of the Bankruptcy Code); *provided*, *however*, that no assignment by any party shall relieve such party of any of its obligations hereunder.

8. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code or the CCAA apply, this Assignment and all claims and causes of action arising out of, based upon, or related to this Assignment or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted, and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law

principles that would result in the application of any Laws other than the Laws of the State of Delaware.

9. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

10. Counterparts and Facsimile Signature. This Assignment may be executed by facsimile or pdf format and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each party hereto and delivered (by facsimile, pdf format, or otherwise) to the other parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and entered into this Assignment as of the date first set forth above.

ASSIGNORS:

IMERYS TALC AMERICA, INC.

By: ____
Name:
Title:

IMERYS TALC VERMONT, INC.

By: ____
Name:
Title:

IMERYS TALC CANADA INC.

By: ____
Name:
Title:

ASSIGNEE:

MAGRIS RESOURCES CANADA INC.

By: ______________________________
Name:
Title:

<u>Schedule 1</u>

INTELLECTUAL PROPERTY

EXHIBIT D

ESCROW AGREEMENT

This Escrow Agreement, dated as of October [●], 2020 (this "Escrow Agreement"), is entered into by and among (i) Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc. a Vermont corporation, and Imerys Talc Canada Inc., a Canadian corporation (collectively, the "Selling Entities"), (ii) Magris Resources Canada Inc., a Canadian corporation (the "Buyer"), and (iii) WILMINGTON TRUST, NATIONAL ASSOCIATION, a national association, as escrow agent (the "Escrow Agent"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below). The Buyer, on the one hand, and the Selling Entities, on the other hand, shall each be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 13, 2020 (the "Purchase Agreement"), by and among the Buyer, the Selling Entities and for the sole purposes of certain specified sections thereof, Imerys USA Inc. and Imerys S.A, the Buyer will purchase the Purchased Assets from the Selling Entities and assume the Assumed Liabilities from the Selling Entities; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Parties have agreed to place in escrow certain funds and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement.

NOW, THEREFORE, in consideration of the promises and agreements of the Parties and Escrow Agent and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

ARTICLE 1
ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Amount. Within four (4) Business Days after the date of the Purchase Agreement, the Buyer shall deliver, or cause to be delivered, to the Escrow Agent an amount equal to $22,300,000 (the "Escrow Amount"), by wire transfer of immediately available funds, to be held in an account maintained on the terms and subject to the conditions set forth in this Escrow Agreement (the "Escrow Account").

Section 1.2. Investments.

(a) The Escrow Agent shall invest the Escrow Amount in the M&T Bank Corporate Deposit Account, which is a non-interest bearing account further described herein on Exhibit A. Any change in such investment account shall require the written consent of both the Buyer and the Selling Entities.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this

Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made in accordance with the instructions on which it is authorized to rely pursuant to this Escrow Agreement, except to the extent that such loss is the result of an act of fraud, gross negligence or willful misconduct by the Escrow Agent. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account; provided that in all circumstances of self-dealing the Escrow Agent shall act in good faith. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations or advice.

Section 1.3. Disbursements.

(a) If the Closing occurs, at the Closing, the Escrow Agent shall disburse the Escrow Amount (which shall be applied towards the Cash Purchase Price) as the Selling Entities shall direct in writing. If the Closing does not occur and (i) if the Purchase Agreement is terminated by (A) the Selling Entities pursuant to Sections 9.1(c)(i) or 9.1(c)(ii) thereof or (B) the Buyer pursuant to Section 9.1(b)(v) of the Purchase Agreement and at the time of such termination the Selling Entities could have terminated the Purchase Agreement pursuant to Section 9.1(c)(i) or Section 9.1(c)(ii) thereof, the Escrow Agent shall disburse the Escrow Amount as the Selling Entities shall direct in writing (which writing shall be in the form of a joint written instruction signed by an Authorized Representative of each of the Selling Entities and the Buyer) within two (2) Business Days after receiving such instruction, (ii) if the Purchase Agreement is terminated by (A) the Selling Entities pursuant to Section 9.1(c)(iii) thereof or (B) the Buyer pursuant to Section 9.1(b)(v) of the Purchase Agreement and at the time of such termination the Selling Entities could have terminated the Purchase Agreement pursuant to Section 9.1(c)(iii) thereof, the Escrow Agent shall disburse from the Escrow Amount an amount equal to the Termination Payment Amount to an account designated by the Selling Entities and the remainder of the Escrow Amount (if any) to an account designated by the Buyer, which accounts shall be specified in a joint written instruction signed by an Authorized Representative of each of the Selling Entities and the Buyer, two (2) Business Days after receiving such instruction; and (iii) if the Purchase Agreement is terminated other than in accordance with clause (i) or clause (ii) of this Section 1.3(a), then the Escrow Agent shall disburse the Escrow Amount as the Buyer shall direct in writing (which writing shall be in the form of a joint written instruction signed by an Authorized Representative of each of the Selling Entities and the Buyer) within two (2) Business Days after receiving such instruction.

(b) Notwithstanding Section 1.3(a) above, if the Escrow Agent receives either (i) a joint written instruction signed by an authorized representative of each of the Selling Entities and the Buyer (as set forth on Exhibits B-1 and B-2, respectively, as such Exhibits may be amended from time to time by notice given pursuant to Section 4.3 by the Selling Entities and the Buyer, respectively) (an "Authorized Representative") directing the Escrow Agent as to payment of all or any part of the Escrow Amount or (ii) a final, non-appealable decision of any court of competent jurisdiction directing the Escrow Agent to release any portion of the Escrow Amount in accordance with such decision, the Escrow Agent shall, as soon as practicable, but in any event within two (2) Business Days, after receipt of such instruction, joint written instruction or decision pay such

amount from the Escrow Account as directed in such instruction, joint written instruction or decision.

(c) With respect to any release of funds from the Escrow Account pursuant to a joint written instruction signed by the Authorized Representatives of the Buyer and the Selling Entities, the Escrow Agent shall (i) send a confirmatory notice to an Authorized Representative of each of the Selling Entities and the Buyer of the pending disbursement of funds from the Escrow Account showing the amount to be disbursed; (ii) obtain, from an Authorized Representative of each of the Selling Entities and the Buyer, final confirmation (which the Parties shall not unreasonably withhold or delay) to the amount of pending disbursement from the Escrow Account; and (iii) thereafter, disburse such amount in accordance with such joint written instruction.

(d) In the event that the Escrow Agent makes any payment to any person pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Account or another person or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, in each case pursuant to a final, non-appealable decision of any court of competent jurisdiction, then the recipient shall repay to the Escrow Agent upon written request the amount so paid to it.

(e) The Escrow Agent shall, in its reasonable discretion, comply with judgments or orders issued or process entered pursuant to a final, non-appealable decision by any court with respect to the Escrow Amount, including without limitation any attachment, levy or garnishment, without any obligation to determine such court's jurisdiction in the matter and in accordance with its normal business practices; provided that, as permitted by law or such judicial order, the Escrow Agent shall use reasonable best efforts to give prior written notice to the Parties of its intent to comply with such judgments, orders or process. If the Escrow Agent complies with any such judgment, order or process, then it shall not be liable to any Party or any other person by reason of such compliance, regardless of the final disposition of any such judgment, order or process, except where the Escrow Agent acted with fraud, gross negligence or willful misconduct.

(f) The Escrow Agent will furnish monthly statements to the Parties setting forth the activity in the Escrow Account.

Section 1.4. Security Procedure for Funds Transfer. Concurrently with the execution of this Escrow Agreement, the Buyer, on the one hand, and the Selling Entities, on the other hand, shall each deliver, or cause to be delivered, to the Escrow Agent authorized signers' forms in the form of Exhibit B-1 and Exhibit B-2 (as applicable) to this Escrow Agreement. The Escrow Agent shall follow internal policies and procedures when confirming the validity or authenticity of funds transfer instructions received in the name of the Parties, which may include a callback to one or more of the authorized individuals evidenced in Exhibit B-1 and Exhibit B-2. Once delivered to the Escrow Agent, Exhibit B-1 or Exhibit B-2 may be revised or rescinded only in writing signed by an authorized representative of the Party. If a revised Exhibit B-1 or Exhibit B-2 or a rescission of an existing Exhibit B-1 or Exhibit B-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to either Party, such document shall be accompanied by additional

documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the Parties. The Parties understand that the Escrow Agent's inability to receive or confirm funds transfer instructions may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

Section 1.5. Tax Reporting.

(a) The Parties agree that the Escrow Agent has been instructed to invest the Escrow Amount in a non-interest bearing and non-income generating account. In the event such instructions are changed in accordance with the terms of this Agreement, the Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Amount shall, as of the end of each calendar year and to the extent required by the Internal Revenue Code of 1986, as amended thereunder (the "Code"), be reported as having been earned by the Buyer, whether or not such income was disbursed during such calendar year, and the Parties shall file all tax returns consistent with such treatment. The Escrow Agent shall be deemed the payor of any interest or other income paid upon investment of the Escrow Amount for purposes of performing tax reporting. With respect to any other payments made under this Escrow Agreement, the Escrow Agent shall not be deemed the payor and shall have no responsibility for performing tax reporting. The Escrow Agent's function of making such payments is solely ministerial and upon express direction of the Parties. Within five (5) days following the end of each calendar quarter and on the date of the final distribution of funds from the Escrow Account, the Escrow Agent shall release and disburse to Buyer from the Escrow Account an amount equal to thirty percent (30%) of all interest and other income earned since the preceding calendar quarter on the Escrow Amount..

(b) The Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may reasonably request to perform its obligations under this Escrow Agreement. The Parties understand that if such tax reporting documentation was not provided and certified to the Escrow Agent, the Escrow Agent would be required by the Code, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Amount.

Section 1.6. Termination. This Escrow Agreement shall terminate upon the disbursement of all of the funds in the Escrow Account in accordance with the terms hereof, and thereafter, this Escrow Agreement shall be of no further force and effect, except that the rights and obligations of each party set forth in Sections 3.1, 3.2 and 3.4 and Article 4 hereof shall survive such termination.

ARTICLE 2
DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be

responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document other than this Escrow Agreement (other than the capitalized terms used but not defined herein to which meanings have been given in the Purchase Agreement), whether or not an original or a copy of any such agreement, instrument or document has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument or document. References in this Escrow Agreement to any other agreement, instrument or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement, except as otherwise required by Law.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in good faith in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent; provided that such action or inaction is not inconsistent with the terms of this Escrow Agreement or the obligations of the Escrow Agent hereunder. The Escrow Agent shall be reimbursed as set forth in Section 3.4 for any and all reasonable and documented compensation (including reasonable fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians and/or nominees. Notwithstanding this section, the Escrow Agent, this Escrow Agreement and the Escrow Agent's performance of duties thereto remain subject to customary principles of principal/agent law as applicable in the governing jurisdiction.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the joint written instruction of Authorized Representatives of the Parties or their respective agents, representatives, successors or assigns, except for its own fraud, gross negligence or willful misconduct. Subject to compliance with its internal policies and procedures when confirming the validity or authenticity of funds transfer instructions, the Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter or other document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority except for its own fraud, gross negligence or willful misconduct.

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties, unless otherwise expressly provided herein.

ARTICLE 3
PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties hereby agree, jointly and severally, to indemnify the Escrow Agent, its directors, officers, employees and agents (collectively, the "Indemnified Parties") from and against, and hold the Indemnified Parties harmless from, any liabilities, losses, actions, suits or proceedings at law or in equity, and any other expenses, fees or charges of any

character or nature, including, without limitation, reasonable attorney's fees and expenses, which an Indemnified Party may incur or with which it may be threatened by reason of acting as or on behalf of the Escrow Agent under this Escrow Agreement or arising out of the existence of the Escrow Account, except (i) for taxes arising out of the payments made to the Escrow Agent pursuant to Section 3.4 and Exhibit C and (ii) to the extent caused by the Escrow Agent's gross negligence, fraud or willful misconduct, or, with respect to tax matters, intentional disregard of a filing or reporting requirement. The Parties agree that to the extent any claim in accordance with the immediately preceding sentence is caused by or through one of the Parties, such Party will indemnify the other Party for any liability to the Escrow Agent. In all other events, the Parties agree that they shall each have a right to contribution and indemnification against each other such that they shall share the foregoing indemnification costs equally.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (A) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, OR (B) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective sixty (60) calendar days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Amount and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of sixty (60) calendar days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by the Buyer. The fee agreed upon for the services rendered hereunder is intended as compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof (other than as a result of the Escrow Agent's gross negligence, fraud or willful misconduct), then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all

reasonable and documented out-of-pocket costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between or involving any of the Parties concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrow Amount until the Escrow Agent (a) receives either (i) a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Amount, along with a certification from the providing Party that the order or direction is final, or (ii) a written agreement executed by each of the Parties involved in such disagreement or dispute directing delivery of the Escrow Amount, in which event the Escrow Agent shall be authorized to disburse the Escrow Amount in accordance with such final court order, arbitration decision or written agreement, as the case may be, or (b) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof and payment of the Escrow Amount into court, the Escrow Agent shall be relieved of all liability as to the Escrow Amount and shall be entitled to recover reasonable and documented out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on any such court order, arbitration decision or written agreement without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Amount; Compliance with Legal Orders. In the event that any portion of the Escrow Amount shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court affecting the Escrow Amount, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 3.8 Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military

disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; labor disputes; or acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 3.9. Compliance with Legal Orders. The Escrow Agent shall be entitled to consult with its legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof, and shall incur no liability and shall be fully protected in acting in good faith in accordance with the advice or opinion of such counsel.

Section 3.10. Disagreements. In the event the Escrow Agent receives conflicting instructions hereunder, the Escrow Agent shall refrain from acting until such conflict is resolved to the reasonable satisfaction of the Escrow Agent.

Section 3.11. No Financial Obligation. The Escrow Agent shall not be required to use its own funds to make any of the payments required to be made by it under this Escrow Agreement (other than in connection with the performance of the services set forth on Exhibit C).

ARTICLE 4
MISCELLANEOUS

Section 4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld), provided that the Buyer may assign this Agreement without consent to any Debt Financing Sources as collateral in respect of the Financing pursuant to (and subject to the conditions of) Section 10.5 of the Purchase Agreement. Prior to any such assignment, the assigning Party will provide the Escrow Agent with Know Your Customer documentation regarding the assignee as reasonably requested by the Escrow Agent.

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other person, should any or all of the Escrow Amount escheat by operation of law.

Section 4.3. Notices. All notices and other communications under this Escrow Agreement shall be in writing and are deemed duly delivered when (a) delivered if delivered personally or by internationally recognized courier service (costs prepaid), (b) received or rejected by the addressee, if sent by certified mail, return receipt requested or (c) sent by electronic mail with confirmation of delivery; in each case to the following addresses or electronic mail address and marked to the

attention of the individual designated below (or to such other address or individual as a party may designate by such notice to the other parties):

If to the Buyer:

Magris Resources Canada Inc.
333 Bay Street
Suite 1101
Toronto Ontario M5H 2R2
Attention: Vice-President, Legal
E-mail: steve.astritis@magrisresources.com

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Attention: Scott Petepiece, Sean Skiffington, Luckey McDowell
E-mail: spetepiece@shearman.com, sean.skiffington@shearman.com, luckey.mcdowell@shearman.com

and

McCarthy Tétrault LLP
Suite 5300
TD Bank Tower
Box 48, 66 Wellington Street West
Toronto ON M5K 1E6
Attention: Jonathan See, Scott A. Bergen
Email: jsee@mccarthy.ca, sbergen@mccarthy.ca

If to the Selling Entities:

Imerys Talc America, Inc.
100 Mansell Court East, Suite 300
Roswell, Georgia 30076
Attention: Ryan Van Meter
E-mail: ryan.vanmeter@imerys.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Attention: David Zaheer, Kimberly Posin, Helena Tseregounis
E-mail: David.Zaheer@lw.com, Kim.Posin@lw.com, Helena.Tseregounis@lw.com

If to the Escrow Agent:

Wilmington Trust, National Association
50 South 6th Street, STE 1290
Minneapolis, MN 55104
Attention: Marcus Farmer
E-mail: mfarmer@wilmingtontrust.com

Section 4.4. Severability. If any term, provision, covenant or restriction of this Escrow Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms of this Escrow Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon such determination that any term is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Escrow Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner.

Section 4.5. Governing Law. This Escrow Agreement, and all actions (whether in contract or tort) that may be based upon, arise out of or relate to this Escrow Agreement or the negotiation, execution or performance hereof (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Escrow Agreement or as an inducement to enter into this Escrow Agreement), shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Section 4.6. Jurisdiction.

(a) The Parties agree that the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof. In the event the Bankruptcy Court reserves jurisdiction to consider disputes arising under this Agreement post-confirmation, then all such disputes shall be brought before the Bankruptcy Court. The Parties shall jointly request that the Bankruptcy Court reserve such jurisdiction.

(b) In the event the Bankruptcy Court does not reserve jurisdiction, subject to Section 4.6(a), each of the Parties and the Escrow Agent hereby irrevocably submits to the exclusive jurisdiction of the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any federal or state court sitting in the State of Delaware and any appellate court therefrom) over any suit, action or other proceeding brought by any Party or the Escrow Agent arising out of or relating to this Escrow Agreement, and each of the Parties and the Escrow Agent hereby irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts.

Section 4.7. Entire Agreement. This Escrow Agreement, together with the exhibits attached hereto, and the Purchase Agreement set forth the entire agreement and understanding of the Parties related to the Escrow Amount. In the event of a conflict between this Escrow Agreement and the Purchase Agreement, the Purchase Agreement shall prevail.

Section 4.8. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Buyer, the Selling Entities and the Escrow Agent.

Section 4.9. Waivers. The failure on the part of any party to this Escrow Agreement to exercise any power, right, privilege or remedy under this Escrow Agreement, and no delay on the part of any party to this Escrow Agreement in exercising any power, right, privilege or remedy under this Escrow Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation or warranty contained in this Escrow Agreement.

Section 4.10. Headings. Section headings of this Escrow Agreement are for convenience of reference only, shall not be deemed to be a part of this Escrow Agreement and shall not be referred to in connection with the construction or interpretation of this Escrow Agreement. Except as otherwise expressly set forth herein, references to "Articles," "Exhibits" or "Sections" shall be to Articles, Exhibits or Sections of or to this Escrow Agreement.

Section 4.11. Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Section 4.12. Waiver of Jury Trial. **EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ESCROW AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ESCROW AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 4.13. Publication; Disclosure. By executing this Escrow Agreement, the Escrow Agent acknowledges that this Escrow Agreement (including related attachments) contains certain information that is sensitive and confidential in nature and agree that such information needs to be protected from improper disclosure, including the publication or dissemination of this Escrow Agreement and related information to individuals or entities not a party to this Escrow Agreement. The Escrow Agent further agrees to take reasonable measures to mitigate any risks associated with

the publication or disclosure of this Escrow Agreement and information contained therein, including, without limitation, the redaction of the manual signatures of the signatories to this Escrow Agreement, or, in the alternative, publishing a conformed copy of this Escrow Agreement. If the Escrow Agent must disclose or publish this Escrow Agreement or information contained herein pursuant to any regulatory, statutory, or governmental requirement, as well as any judicial, or administrative order, subpoena or discovery request, it shall notify in writing each Party of the legal requirement to do so. If the Escrow Agent becomes aware of any threatened or actual unauthorized disclosure, publication or use of this Escrow Agreement, the Escrow Agent shall promptly notify in writing the Parties and the Escrow Agent shall be liable for any unauthorized release or disclosure.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

BUYER:

MAGRIS RESOURCES CANADA INC.

By: ___________________________
Name:
Title:

SELLING ENTITIES:

IMERYS TALC AMERICA, INC.

By: ___________________________
Name:
Title:

IMERYS TALC VERMONT, INC.

By: ___________________________
Name:
Title:

IMERYS TALC CANADA INC.

By: ___________________________
Name:
Title:

ESCROW AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: ___________________________
Name: Marcus Farmer
Title: Assistant Vice President

EXHIBIT A

Agency and Custody Account Direction
For Cash Balances
In a Non-Interest Bearing Account

Direction to use a non-interest bearing account for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this Exhibit A is attached.

The Escrow Agent is hereby directed to deposit, as indicated below, or as the Parties shall direct further in writing from time to time, all cash in the Account in the following non-interest bearing deposit account of M&T Bank:

M&T Bank Corporate Deposit Account

The Parties acknowledge that amounts on deposit in the M&T Bank Corporate Deposit Account are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of $250,000 per depositor, per issued bank. This includes principal and accrued interest up to a total of $250,000.

The Parties acknowledge that the amounts on deposit in the M&T Bank Corporate Deposit Account will not bear any interest.

The Parties acknowledge that they have full power, acting jointly, to direct investments of the Account.

The Parties understand that they may change this direction at any time and that it shall continue in effect until revoked or modified by the Parties, acting jointly, by written notice to the Escrow Agent.

EXHIBIT B-1

CERTIFICATE AS TO AUTHORIZED REPRESENTATIVES
OF THE BUYER

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the Buyer and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-1 is attached, on behalf of the Buyer.

Name (print):	[●]
Specimen Signature:	
Title:	[●]
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: [●] Cell: [●]
E-mail (required): *If more than one, list all applicable e-mail addresses.*	[●]

Name (print):	[●]
Specimen Signature:	
Title:	[●]
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: [●] Cell: [●]
E-mail (required): *If more than one, list all applicable e-mail addresses.*	[●]

EXHIBIT B-2

CERTIFICATE AS TO AUTHORIZED REPRESENTATIVES
OF THE SELLING ENTITIES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the Selling Entities and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of the Selling Entities.

Name (print):	[●]
Specimen Signature:	
Title:	[●]
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: [●] Cell: [●]
E-mail (required): *If more than one, list all applicable e-mail addresses.*	[●]

Name (print):	[●]
Specimen Signature:	
Title:	[●]
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: [●] Cell: [●]
E-mail (required): *If more than one, list all applicable e-mail addresses.*	[●]

Exhibit C

Fees of Escrow Agent

Acceptance Fee: **Waived**

Initial Fees as they relate to Wilmington Trust acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account(s). **Acceptance Fee payable at time of Escrow Agreement execution.**

Escrow Agent Administration Fee (one-time): **$3,000**

For ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wire and check processing); monitoring claim notices pursuant to the Escrow Agreement; disbursement of funds in accordance with the Escrow Agreement; and mailing of trust account statements to all applicable parties. Tax reporting is included.

Out-of-Pocket Expenses: **Billed At Cost**

EXHIBIT E

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (as amended, modified or supplemented in accordance with the terms hereof, this "Agreement") is entered into as of [●] (the "Effective Date"), by and between Imerys USA, Inc. (the "Service Provider"), and [●], a [●] (the "Recipient"). Each of the Service Provider and the Recipient is, individually, a "Party" and, collectively, they are the "Parties".

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of October 13, 2020 (as amended, modified or supplemented in accordance with its terms, the "Purchase Agreement"), by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada, Inc., a Canada corporation, (each, a "Selling Entity" and collectively, the "Selling Entities"), and the Recipient, the Selling Entities sold to the Recipient all of the Selling Entities' right, title and interest in and to substantially all of the Selling Entities' assets, and Recipient assumed from the Selling Entities certain specified liabilities, all as more fully described therein.

B. In connection with the transactions contemplated by the Purchase Agreement, the Selling Entities and the Recipient have agreed that the Service Provider, its Affiliates or its Third-Party Providers (as defined below) shall provide to the Recipient certain transition services related to the Business, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are hereby acknowledged, the Service Provider and the Recipient agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

Section 2. Transition Services. During the term of this Agreement as set forth in Section 5(a), the Service Provider shall provide (including through its Affiliates and/or third parties) to the Recipient, upon the terms and subject to the conditions hereof, the services described on Appendix A (collectively, the "Transition Services"), but in each case not more than to the extent that Service Provider provided the applicable Transition Service to the applicable Selling Entity prior to the Closing Date; provided, however, that to the extent that all or part of such Transition Services are provided to or for the benefit of the Service Provider or any of its Affiliates by third parties as of the Closing (any such third party, a "Third-Party Provider"), such Transition Services shall continue to be provided to the Recipient only to the extent that such Third-Party Provider continues to provide such Transition Services and subject at all times to such terms and conditions as may be agreed upon between Service Provider and the Third-Party Provider.

Section 3. Nature of the Transition Services.

(a) Level of Service. The Service Provider shall perform (and shall cause its Affiliates, and direct the Third-Party Providers, if any, to perform) the Transition Services in all material respects in the same manner in terms of quality, timeliness and care as such services were provided by the Service Provider to the Selling Entities in the six (6) months prior to the Closing; provided, however, that nothing

in this Agreement shall require the Service Provider to favor the Recipient over the Service Provider's own business operations or those of its Affiliates as to the provision of any Transition Services.

(b) Use of Services. The Transition Services shall be used by the Recipient exclusively in connection with the Business and only for substantially the same purpose and in substantially the same manner as the Selling Entities used such services in connection with the Business immediately prior to the Closing. The Recipient shall not, and shall not permit its Affiliates or any of their respective employees, agents or contractors to, resell or provide any Transition Services to or for the benefit of any third party or permit the use of any Transition Services by or for the benefit of any third party, except with the written permission of the Service Provider.

(c) Level of Use. The Parties acknowledge the transitional nature of the Transition Services. Accordingly and subject to Section 6, as promptly as practicable following the Effective Date, the Recipient shall use commercially reasonable best efforts to end its reliance on the Transition Services and to transition each Transition Service to its internal organizations, or obtain alternate third party sources to provide the Transition Services. The Recipient's use of any Transition Service shall not be greater than the level of use of the Selling Entities prior to the Closing. In no event shall the Recipient be entitled to increase its use of any of the Transition Services above that level of use without the prior written consent of the Service Provider.

(d) Modification of Transition Services. The Service Provider may make changes from time to time in the manner of performing Transition Services as long as (i) the Service Provider uses commercially reasonable best efforts to consult with the Recipient and provide the Recipient reasonable advance written notice of such changes and (ii) such changes do not have a material adverse impact on the nature, quality, availability or timeliness of the applicable Transition Services. In addition, the Recipient acknowledges and agrees that to the extent all or part of any Transition Services are provided by a Third-Party Provider, such Transition Services shall be subject to such additional changes or modifications, including increases in the costs charged by such Third-Party Provider for such Transition Services and changes in personnel, intellectual property platforms and other assets or resources used to provide such Transition Services.

(e) Additional Services. The Recipient may request, by written notice to the Service Provider, that the Service Provider provide additional services that are not specifically identified in this Agreement in connection with the orderly transition of the Business from the Selling Entities to the Recipient. If the Parties mutually agree on terms pursuant to which the Service Provider shall provide such services, the Parties shall amend Appendix A to provide for the agreed upon additional services to be provided and the terms and compensation rates therefor, and such service shall thereafter be deemed to be a "Transition Service" for purposes of this Agreement.

(f) Third Parties. Notwithstanding anything herein to the contrary, each Party shall use commercially reasonable best efforts to cooperate with and assist the other Party in obtaining and maintaining all waivers, permits, consents, approvals, licenses, rights and similar authorizations, including with respect to the Service Provider's and its Affiliates' agreements with suppliers, vendors, service providers and any other third parties, that are necessary or required for the Transition Services to be provided, in each case in accordance with the terms and conditions of this Agreement (any such waiver, permit, consent, approval, license, right or similar authorization, a "Consent", and collectively, the "Consents") (provided that, for the avoidance of doubt, neither the Service Provider nor any of its Affiliates shall be obligated to pay any fees, charges, costs or expenses arising (or to incur any liability, or commence or settle any dispute or litigation) in connection with obtaining any such Consents). If any third party withholds such Consent, the Parties will cooperate in good faith to reach arrangements reasonably acceptable to both Parties so that the Recipient will obtain the benefit of such Transition

Service with any out of pocket third party fees, charges, costs or expenses arising in connection with such modification being paid by the Recipient to the same extent (or as nearly as practicable) as if such Consent were obtained; provided, however, that Service Provider shall not be required to provide any additional services in connection therewith or increase the effort it expends in connection with the provision of any such Transition Service. With respect to any Transition Services provided in whole or in part by a Third-Party Provider, or through the use or license of Intellectual Property, services or other assets owned by, licensed or purchased from third parties, and any license to use Intellectual Property owned by third parties, Recipient shall be subject to and comply with the terms and conditions of any such applicable agreements between the Service Provider or its Affiliates and such Third-Party Providers or other third parties (each, a "Third-Party Agreement"), including, without limitation, any terms relating to (A) the expiration or termination thereof or (B) modifications or changes in any such Transition Service and the pricing thereof. If the Service Provider or any of its Affiliates renew or extend any Third-Party Agreement in order to continue providing Transition Services hereunder, then the Recipient shall, in addition to the compensation for Transition Services payable in accordance with Section 6, bear (x) the costs and expenses associated with renewing or extending such Third-Party Agreement and (y) all costs or expenses associated with the performance of such Third-Party Agreement as extended or renewed (provided that the Service Provider shall have no obligation to renew or extend a Third-Party Agreement unless such renewal or extension is necessary to enable the Service Provider to satisfy its obligations hereunder). At any time in its sole discretion, the Service Provider shall have the right to renegotiate any Third-Party Agreement relating to any Transition Service, including changing service providers (notwithstanding any reference to a specific service provider that may be described on Appendix A).

(g) Cooperation and Access. The Parties shall cooperate in good faith with each other and any Third-Party Providers with respect to the provision and receipt of the Transition Services. Without limiting the foregoing, the Recipient shall (i) provide the Service Provider, its Affiliates, the Third-Party Providers or such other Persons providing the Transition Services with all necessary access to the facilities in which the Recipient operates to perform the Transition Services, (ii) make available on a timely basis to the Service Provider, its Affiliates, the Third-Party Providers or such other Persons providing the Transition Services, all information, personnel, systems, servers and materials reasonably requested by such Person to enable it to provide the Transition Services, (iii) obtain and maintain all telecommunications, data and network connections, hardware and other equipment, licenses, sublicenses, leases and contracts (other than any of the foregoing that are provided to the Recipient as Transition Services hereunder) necessary to enable the Service Provider, its Affiliates, the Third-Party Providers or such other Persons providing the Transition Services to provide the Transition Services and (iv) adhere to the policies of the Service Provider, its Affiliates, any Third-Party Providers or any other Person providing the Transition Services, as delivered to the Recipient, including with respect to the protection of data, privacy and proprietary information and other policies regarding the use of information technology resources, to the extent relevant to the Transition Services provided. The Service Provider, its Affiliates, any Third-Party Providers or any other Person providing the Transition Services shall be entitled to rely on any instructions or other information provided by the Recipient and the Service Provider shall not be in breach of or in default under this Agreement as a result of any such reliance; provided, that no such instructions shall expand the obligations of the Service Provider, its Affiliates, any Third-Party Providers or any other Person providing Transition Services hereunder. The Service Provider, its Affiliates and any Third-Party Providers or such other Persons providing the Transition Services shall be excused from their obligation to perform or cause to be performed a Transition Service if and to the extent that such failure to perform or cause to be performed such Transition Service was due to the Recipient's failure to perform its responsibilities under this Agreement. To the extent reasonably necessary for the purpose of providing the Transition Services, the Service Provider shall, and shall cause any of its Affiliates to, subject to the terms and conditions of this Agreement: (x) make available on a timely basis, all personnel reasonably requested by the Recipient for the purposes of receiving the Transition Services and (y) adhere to the reasonable policies of the Recipient, as delivered to such party in writing in advance, including with

respect to the protection of data, privacy, proprietary information and other policies regarding the use of information technology resources, to the extent relevant to the Transition Services and for so long as such policies (A) are consistent and compatible with the Service Provider's own policies regarding the use of information technology resources, (B) do not make the delivery of the Transitions more onerous, and (C) do not require the Service Provider to change the way the Transition Services were delivered or performed prior to the Effective Date; provided, further, that in no event shall any such Recipient policies expand the obligations of the Service Provider and its Affiliates.

Section 4. No Obligation to Continue to Use Services; Partial Termination by the Recipient. The Recipient shall have no obligation to continue to use any of the Transition Services and may terminate any Transition Service, in whole or in part, by giving the Service Provider not less than forty-five (45) days' prior written notice (or such longer notice as is required under any Third-Party Agreement) of its desire to terminate any particular Transition Service, in whole or in part (the "Termination Notice"). Reasonably promptly following receipt of the Termination Notice, the Service Provider shall advise the Recipient whether the termination of such Transition Service shall require the termination or partial termination of any other Transition Services that are related to or dependent upon the Transition Service the Recipient seeks to terminate, or shall result in any out-of-pocket costs or expenses to the Service Provider or its Affiliates that would be payable as a result of the Recipient terminating such Transition Service prior to the full term of such Transition Service, including without limitation early termination costs related to any Third-Party Provider, and which out-of-pocket costs and expenses, if any, shall be borne by the Recipient. If such out-of-pocket costs and expenses would be triggered as a result of such termination, then, provided that the Service Provider has not, at such point, delivered a termination notice to any Third-Party Provider of such Transition Services or taken any other action in furtherance of such termination, the Recipient may withdraw the Termination Notice within five (5) days after receipt of such notice from the Service Provider, and upon such withdrawal, the Transition Services shall continue to be provided by the Service Provider in accordance with the terms of this Agreement. If the Recipient does not withdraw the Termination Notice within such period, such termination shall be final and binding. Upon such termination, the Recipient's obligation to pay any future fees applicable to such Transition Service, and the Service Provider's obligation to provide such Transition Service hereunder, shall terminate; provided that the Recipient shall remain obligated to pay the applicable Service Fees (as defined below) for the days occurring prior to the termination of such Transition Service and any early termination costs as provided herein.

Section 5. Term and Termination. Term. Subject to Section 4 and the remainder of this Section 5, the term of this Agreement shall commence on the Effective Date and shall continue with respect to each of the Transition Services until the earlier of (i) the expiration date for such Transition Service as set forth on Appendix A, or (ii) the early termination of such Transition Service pursuant to Sections 4 or 5(b). The first date on which all Transition Services have been terminated is referred to herein as the "Termination Date."

(b) Early Termination. Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving twenty (20) days' written notice to the other Party, if (i) the non-terminating Party has breached any of its material obligations contained in this Agreement, which breach cannot be or has not been cured within twenty (20) days after the giving of notice by the terminating Party to the non-terminating Party specifying such breach; (ii) the non-terminating Party applies for, or consents to, the appointment of a trustee, receiver or other custodian, or makes an assignment for the benefit of creditors; (iii) the non-terminating Party becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due; (iv) the non-terminating Party commences or has commenced against the terminating Party or any of its Affiliates any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings and, if such case or proceeding is commenced against it, such case or proceeding

is not dismissed within sixty (60) days thereafter; or (v) any substantial part of the non-terminating Party's property is or becomes subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within ten (10) days thereafter. In addition to the foregoing, this Agreement may be terminated by the Service Provider immediately by given written notice to the Recipient if the Recipient ceases to do business as a going concern without an assignment of their rights and obligations to a successor in interest.

(c) Effect of Termination. Upon the Termination Date or the earlier termination of this Agreement pursuant to this Agreement (including Section 5(b)), all rights and obligations of the Parties shall immediately cease and terminate, and no Party shall have any further obligation to the other Party with respect to this Agreement, except (i) for payment of Service Fees (or any other sums) and charges accrued but unpaid as of the date of such termination or expiration, (ii) as set forth in the provisions of this Agreement that are specifically designated herein as surviving such termination or expiration, and (iii) this Section 5(c) and Sections 6, 8, 9(e), 10, 11 and 12 shall survive such expiration or termination of this Agreement. For the avoidance of doubt, the Recipient shall remain obligated to pay the Service Fees (or any other sums) owed and payable in respect of Transition Services provided during the month in which such termination or expiration of this Agreement occurs.

Section 6. Fees.

(a) Compensation for Transition Services. During the term of this Agreement, the Recipient (A) shall pay the Service Provider or the Service Provider's designees at such rates and in accordance with the terms set forth on Appendix A ("Service Fees"), as it may be amended in writing by duly authorized representatives of the Parties from time to time, which fees shall be reduced appropriately, but in each case only prospectively (i) in the event of the early termination of any Transition Service or (ii) if the Effective Date of this Agreement is not the first day of the month, and (B) shall reimburse the Service Provider or the Service Provider's designees for all reasonable and documented out-of-pocket expenses (the "Out-of-Pocket Expenses") incurred by the Service Provider, its designees and/or any of their respective Affiliates in connection with the performance of the Transition Services (including such expenses of Third-Party Providers or other Persons which the Service Provider or its Affiliates are obligated to reimburse). The charges for the Transition Services set forth on Appendix A are based on certain assumptions regarding the underlying costs of providing the Transition Services. If events occur that cause an increase in the underlying costs of providing the Transition Services or the Service Provider otherwise believes that charges contemplated by a specific Transition Service set forth on Appendix A are insufficient to compensate it for the cost of providing the Transition Service it is obligated to provide hereunder, the Service Provider and the Recipient hereby agree to re-negotiate in good faith the pricing provisions of Appendix A in order to (i) provide for a proper supplemental payment to or refund from the Service Provider, as applicable, if the Service Provider has already been paid for the Transition Services and the charges therefor have been underestimated or overestimated, as applicable, and (ii) adjust the Service Fees that Recipient shall be required to pay going forward for the continued provision of the Transition Services.

(b) Time of Payment. On a monthly basis, the Service Provider shall provide an invoice of work performed (each, an "Invoice") setting forth (i) the fees and expenses specified for each Transition Service on Appendix A at the applicable rate specified on such Appendix A, as they may be amended by the Parties from time to time, and (ii) setting forth the Out-of-Pocket Expenses and Sales Taxes (as defined below). Subject to Section 6(d), the Recipient shall pay in full the aggregate amount set forth on each Invoice within thirty (30) days after delivery thereof.

(c) Payment Processing. All payments hereunder shall be paid in U.S. dollars, in cash, by wire transfer of immediately available funds to the account designated by the Service Provider in writing

to the Recipient. The Recipient agrees to pay a finance charge on past due amounts equal to the Prime Rate (as defined below) plus two percent (2.0%) per annum or, if lower, the maximum rate permitted by applicable law. Payment of other amounts due hereunder shall be considered past due if payment has not been received by the Service Provider within thirty (30) days after the Invoice date. The Recipient shall reimburse the Service Provider for all reasonable fees and expenses (including, without limitation, attorney's fees) incurred by the Service Provider in collecting any amounts due under this Agreement. For purposes of this Agreement, the term "Prime Rate" means a rate equal to the prime rate of interest announced from time to time by Citibank N.A. (the "Bank") at its principal office in New York, New York. The Prime Rate shall change on the same day as any change in the Bank's prime rate is announced. The statement by the Bank as to what its prime rate was on any given day shall be conclusive. In the event that the Bank should cease to publish a prime rate, the prime rate listed in the Wall Street Journal shall be an acceptable substitute therefor.

(d) Invoice Disputes. In the event of any dispute with respect to an Invoice (or any portion thereof), the Recipient shall deliver a written statement to the Service Provider no later than twenty (20) days prior to the date payment is due on the disputed Invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be final and binding on the Parties. In the event of any dispute with respect to an Invoice (or any portion thereof), the Recipient shall pay the full amount of such Invoice within the period set forth on Section 6(b) and shall not withhold or offset any payments in respect of such Invoice, notwithstanding any dispute that may be pending. The Service Provider shall continue performing the Transition Services in accordance with this Agreement pending resolution of any dispute. Any required adjustments that may arise out of any Invoice dispute shall be made on subsequent Invoices.

(e) Sales Taxes. All consideration under this Agreement is exclusive of any sales, transfer, value-added, goods or services tax or similar gross receipts based tax (including any such taxes that are required to be withheld, but excluding all other taxes including taxes based upon or calculated by reference to income, receipts or capital) imposed against or on any of the Transition Services ("Sales Taxes"), and such Sales Taxes will be added to the consideration where applicable. The Recipient shall be responsible for any such Sales Taxes. Any and all payments by or on account of any obligation of the Recipient under this Agreement shall be made without deduction or withholding for any Sales Taxes, except as required by applicable law, in which event the amount of the payment due from the Recipient shall be increased to an amount which after any withholding or deduction leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required. If any applicable law requires the deduction or withholding of any Sales Taxes from any such payment by the Recipient, then subject to the immediately preceding sentence, the Recipient shall be entitled to make such deduction or withholding.

(f) No Right of Setoff. Each of the Parties hereby acknowledges that it shall have no right under this Agreement to offset any amounts owed (or to become due and owing) to the other Party, whether under this Agreement, the Purchase Agreement, the other Transaction Documents or otherwise, against any other amount owed (or to become due and owing) to it by the other Party.

Section 7. Personnel.

(a) Right to Designate and Change Personnel. The Service Provider and its Affiliates providing Transition Services hereunder shall have the right, in their sole discretion, to designate which personnel shall be assigned to perform the Transition Services, including the right to remove and replace any such personnel at any time or to designate an Affiliate or a third party to perform any or all of the Transition Services.

(b) Service Provider Contact. During the term of this Agreement, the Service Provider shall appoint one of its or its Affiliates' employees (the "Service Provider Contact") who shall have overall responsibility for managing and coordinating the delivery of the Transition Services and shall coordinate and consult with the Recipient Contact (as defined below). The Service Provider may, in its discretion, and upon written notice to the Recipient, select other individuals to serve in the capacity of the Service Provider Contact during the term of this Agreement.

(c) Recipient Contact. During the term of this Agreement, the Recipient shall appoint one of its employees (the "Recipient Contact" and, together with the Service Provider Contact, the "Service Contacts") who shall have overall responsibility for managing and coordinating the delivery of the Transition Services and shall coordinate and consult with the Service Provider Contact. The Recipient may, in its discretion, and upon written notice to the Service Provider, select other individuals to serve in the capacity of the Recipient Contact during the term of this Agreement.

(d) Responsibility for Wages and Fees. For such time as any employees of the Service Provider or any of its Affiliates are providing the Transition Services to the Recipient under this Agreement, (i) such employees will (subject to their continued employment) remain employees of the Service Provider or such Affiliate of the Service Provider, as applicable, and shall not be deemed to be employees of the Recipient for any purpose, and (ii) the Service Provider or such Affiliate of the Service Provider, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

Section 8. Proprietary Rights; Software; Confidentiality.

(a) Third-Party Software. In addition to the consideration set forth elsewhere herein, the Recipient shall also pay any additional amounts that are required to be paid to any licensors of software that is used in connection with the provision of any Transition Services hereunder as a result of the Service Provider's or any of its Affiliates' provision of Transition Services, and any amounts that are required to be paid to any such licensors to obtain the consent of such licensors to allow the Service Provider or its Affiliates to provide any of the Transition Services hereunder.

(b) Work Product. Any software, development tools, know-how, methodologies, processes, technologies, algorithms, materials, data, information or other Intellectual Property or other items, tangible or intangible created by the Service Provider or any of its Affiliates during the term of this Agreement in connection with the performance of the Transition Services ("Work Product"), shall be solely and exclusively owned by the Recipient, and Recipient shall have all rights to use the Work Product after the term of this Agreement. The Service Provider and its Affiliates hereby assign to the Recipient by way of present assignment of future rights in and to any Work Product and related rights attaching thereto. To the extent that under applicable law the Service Provider is unable to assign future rights by way of present assignment, the Service Provider hereby agrees to assign all Work Product and related rights attaching thereto to the Recipient with effect from the creation of any such Work Product. At the Recipient's request and expense, the Service Provider shall execute all further documents and take all actions as are reasonably required to substantiate the rights of the Recipient in and to any Work Product.

(c) Background Intellectual Property Licenses.

(i) The Recipient hereby grants to the Service Provider, its Affiliates, any Third-Party Provider and any other Person providing Transition Services hereunder, during the term of this Agreement as provided in Section 5(a), a non-exclusive, transferable (but only in accordance

with Section 12(k)), royalty-free license to internally access and use the Work Product and all Intellectual Property that is owned by the Recipient, and made available to Service Provider (or its Affiliates, Third-Party Provider or other Person providing Transition Services) hereunder, but solely as necessary for the Service Provider, its Affiliates, any Third-Party Provider and any other Person providing Transition Services hereunder to provide the Transition Services in accordance with this Agreement during the term hereof.

(ii) The Service Provider hereby grants, and shall procure that its Affiliates, any Third-Party Provider and any other Person providing Transition Services hereunder, grant to Recipient and its Affiliates a non-exclusive, transferable (but only in accordance with Section 12(k)), royalty-free license during the term of this Agreement to use all Intellectual Property that is owned by the Service Provider (or its Affiliates, Third-Party Provider or other Person providing Transition Services) and that is used in connection with the provision of the Transition Services but solely as necessary for receiving or continuing to use the Transition Services in accordance with this Agreement during the term hereof.

(d) Confidentiality.

(i) In consideration of each disclosure of confidential and proprietary information of either Party or its Affiliates (including all information of or related to the business and activities each Party and its Affiliates, including strategies, trade secrets, know-how, technical information, specifications, past, present and future operations, partner, client, vendor, supplier or customer identities and data, personnel data, personally identifiable health information, and other non-public information, whether tangible, intangible, visual, electronic or otherwise, together with notes, analysis, compilations, studies or other documents prepared by either Party or its Affiliates, and their respective directors, officers, employees, agents and representatives based upon, containing or otherwise reflecting such information), in any form, ("Confidential Information") by or on behalf of either Party or any of its Affiliates to the other Party or its Affiliates, the receiving Party shall, and shall cause its Affiliates to: (A) hold in confidence all Confidential Information and not disclose any Confidential Information to any other Person, and (B) use Confidential Information solely as necessary in connection with the provision or receipt and use of the Transition Services in accordance with the terms of this Agreement (the "Permitted Purpose"). Without limiting the foregoing, each Party and its Affiliates agree that the receiving Party and its Affiliates shall not copy any Confidential Information except as necessary for the Permitted Purpose.

(ii) Each Party and its Affiliates shall (A) only disclose Confidential Information to those of its directors, officers, employees, advisors, licensees and subcontractors (collectively, "Representatives") who need to know such Confidential Information for the Permitted Purpose; (B) inform such Representatives receiving Confidential Information of the confidential nature of the Confidential Information and of the requirements of this Section 8(d) and require them to abide by terms substantially similar to those of this Section 8(d); and (C) be responsible for any improper access, use or disclosure of any Confidential Information of the other Party or its Affiliates by any such disclosing Party's Representatives (including any such Representatives who, subsequent to the first disclosure of Confidential Information, become former Representatives). Each Party shall be deemed in breach of this Agreement and liable for any action or omission of its Representatives which, if taken or not taken by such Party, would have constituted a breach of this Agreement.

(iii) To the extent that either Party or any Affiliate of such Party is required by any Governmental Entity to disclose Confidential Information of the other Party, the disclosing Party

shall, or shall cause such Affiliate to, (A) promptly notify the other Party of such disclosure requirement in writing, (B) cooperate with the other Party to prevent the required disclosure or protect the Confidential Information to be disclosed, and (C) only disclose such Confidential Information as the disclosing Party in the written opinion of the disclosing Party's counsel disclosed to the other Party, is specifically required by law to disclose.

Section 9. IT and Computer Systems and Services.

(a) Use of Systems. In connection with the provision and receipt of the Transition Services hereunder, during the term of this Agreement each Party and its Affiliates may have access to one or more systems of the other Party or its Affiliates, including computer systems and software, data processing systems and communications systems, whether or not identified on Appendix A (collectively, with respect to each Party or its Affiliates, the "Systems"). Each Party, for itself and on behalf of its Affiliates, acknowledges that the Systems may provide such Party and its Affiliates with access to Confidential Information or other data or information of the other Party, and such Party and its Affiliates agree that neither it nor any of its Affiliates shall use any Systems to access any such Confidential Information or other data or information of the other Party, except to the extent necessary for such Party's and its Affiliates provision, receipt and/or use of the Transition Services provided hereunder.

(b) Employee Access to Systems. During the term of the Agreement, each Party shall ensure that only those of its and its Affiliates' employees who are specifically authorized by the other Party or its Affiliates to have access to the Systems gain such access, and shall use commercially reasonable best efforts to prevent unauthorized access, use, destruction, alteration or loss of information contained therein, including establishing appropriate policies designed to effectively enforce such restrictions. Each Party shall (i) inform its and its Affiliates' employees using any of the Systems of the use restrictions set forth in this Section 9 and require them to abide by the terms of this Section 9 and (ii) be responsible for any improper use of such Systems by any of its and its Affiliates' employees (including any such employees who become former employees). Each Party shall have the right to deny any of the other Party's or its Affiliates' employees' access to any of the Systems in the event such Party reasonably believes that such employee's access is a breach of the first sentence of this paragraph, or otherwise poses a security concern. Notwithstanding anything else in this Agreement to the contrary, should the Service Provider be unable to provide or cause to be provided any Transition Services due to the Recipient's refusal to grant access to its Systems to any employee, contractor or agent of the Service Provider, its Affiliates, any Third-Party Provider or any other Person providing Transition Services hereunder, the Service Provider shall be excused from providing such Transition Services to the extent such refusal of access prevents the provision of such Transition Services.

(c) Policies. While using any Systems of the other Party during the term of this Agreement, each Party and its Affiliates shall adhere in all respects to the other Party's reasonable security policies, procedures and requirements (including policies with respect to protection of proprietary information) regarding the use of such Systems as in effect from time to time and provided to the other Party and its Affiliates in advance in writing, including but not limited to the Service Provider's Computer System Security and Remote Access Requirements Policy, attached hereto as Appendix B. Without limiting the foregoing, each Party and its Affiliates shall not tamper with, compromise or circumvent any security or audit measures employed by the other Party with respect to the Systems. If, at any time, either Party confirms that an employee or contractor of the other Party or an Affiliate of such Party has sought to circumvent, or has circumvented, any of the security policies, procedure or requirements of the other Party or its Affiliates, has accessed the Systems or has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information or software, then, notwithstanding anything in this Agreement to the contrary, such Party may, without any liability

whatsoever under this Agreement or otherwise, immediately terminate such employee or contractor's access to the applicable Systems.

(d) Remediation. Each Party and its Affiliates shall use all reasonable efforts to prevent (i) the creation or introduction or transmission of any viruses, worms, malware, adware, ransomware, malicious code, data bombs or any other similar threats into the Systems, and (ii) permit any unauthorized access, breach or exfiltration of any Systems, or otherwise cause any breach or vulnerability in any of the Systems, by such Party and its Affiliates. In the event that any of the foregoing occurs, each Party or its Affiliates may, subject to the terms and conditions of this Agreement, take any and all actions reasonably necessary to eliminate, remediate or otherwise address any such threat, vulnerability or unauthorized access, breach or exfiltration.

(e) Restricted Access. Notwithstanding anything in this Agreement to the contrary, either Party may restrict the other Party and its Affiliates from having access to any emails, files and other materials (including within any Systems) that such Party reasonably believes, or has been advised by counsel, contain information that is subject to the attorney client privilege, the attorney work product doctrine, or another applicable statutory or common law privilege, doctrine, or immunity under federal or state law, in each case in connection with litigation that is unrelated to the Transition Services.

Section 10. LIMITATION ON WARRANTY; LIMITATION ON LIABILITY.

(a) LIMITATION ON WARRANTY. THE RECIPIENT HEREBY ACKNOWLEDGES AND AGREES THAT THE SERVICE PROVIDER AND ITS AFFILIATES ARE NOT IN THE BUSINESS OF PROVIDING THE TRANSITION SERVICES OR SIMILAR SERVICES, THE SERVICE PROVIDER HAS AGREED TO PROVIDE THE TRANSITION SERVICES HEREUNDER SOLELY AS AN ACCOMMODATION TO THE RECIPIENT AND SUCH TRANSITION SERVICES ARE PROVIDED ON AN "AS-IS, WHERE-IS" BASIS AND IN THE MANNER PROVIDED IN THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER THE SERVICE PROVIDER NOR ANY OF ITS AFFILIATES MAKE, NOR IS THE RECIPIENT RELYING ON, ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER (INCLUDING BY OMISSION), EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF THE PURCHASED ASSETS OR THE ASSUMED LIABILITIES OR WITH RESPECT TO THE TRANSITION SERVICES, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY INFORMATION OR MATERIALS PROVIDED TO THE RECIPIENT (INCLUDING ANY POLICIES AND PROCEDURES OF THE SERVICE PROVIDER OR ANY OF ITS AFFILIATES), INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, TITLE OR NON-INFRINGEMENT, ACCURACY, AVAILABILITY, TIMELINESS, COMPLETENESS OR THE RESULTS TO BE OBTAINED FROM SUCH TRANSITION SERVICES, AND THE SERVICE PROVIDER AND THEIR AFFILIATES HEREBY DISCLAIM THE SAME. FURTHER, NEITHER THE SERVICE PROVIDER NOR ANY OF ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND THAT THE TRANSITION SERVICES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO BREACH OF THE TRANSITION SERVICES' SECURITY MEASURES, AND UNDER NO CIRCUMSTANCES WILL THE SERVICE PROVIDER OR ITS AFFILIATES BE LIABLE TO THE RECIPIENT OR ANY OF ITS AFFILIATES IN CONNECTION WITH ANY SUCH BREACH OF THE TRANSITION SERVICES' SECURITY MEASURES.

(b) LIMITATION OF LIABILITY.

(i) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL THE SERVICE PROVIDER OR ANY

OF ITS AFFILIATES BE LIABLE TO THE RECIPIENT OR ANY OF ITS AFFILIATES FOR INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGES ARISING FROM BUSINESS INTERRUPTION, DIMINUTION OF VALUE, INCREASED INSURANCE PREMIUMS OR LOST PROFITS AND LOSSES BASED UPON ANY MULTIPLIER OF EARNINGS, INCLUDING EARNINGS BEFORE INTEREST, DEPRECIATION OR AMORTIZATION, OR ANY OTHER VALUATION METRIC, ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR ANY OTHER THEORY (OTHER THAN TO THE EXTENT THAT ANY SUCH DAMAGE ARISES OUT OF OR RESULTS FROM THE WILLFUL MISCONDUCT OR FRAUD OF THE SERVICE PROVIDER OR ANY OF ITS AFFILIATES), AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(ii) THE RECIPIENT ACKNOWLEDGES THAT NEITHER THE SERVICE PROVIDER NOR ANY OF ITS AFFILIATES ARE IN THE BUSINESS OF PROVIDING SERVICES OF THE TYPE CONTEMPLATED BY THIS AGREEMENT, AND THAT THE TRANSITION SERVICES ARE TO BE PROVIDED ON A TEMPORARY BASIS TO THE RECIPIENT TO ASSIST WITH THE ORDERLY SEPARATION OF THE BUSINESS FROM THE SERVICE PROVIDER'S OTHER BUSINESSES AND OPERATIONS. ACCORDINGLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SERVICE PROVIDER'S MAXIMUM LIABILITY TO THE RECIPIENT AND ANY OTHER PARTY ARISING UNDER OR IN RELATION TO THIS AGREEMENT OR ANY OF THE TRANSITION SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE AGGREGATE AMOUNT PAID BY THE RECIPIENT TO THE SERVICE PROVIDER UNDER THIS AGREEMENT.

(c) Indemnity. The Recipient agrees to indemnify, defend and hold harmless the Service Provider, the Selling Entities, and their Affiliates, and each of their respective directors, officers, members, managers, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any liability, loss, damage, penalty, fine, cost or expense (including reasonable and documented attorneys', accountants', consultants' and other advisors' fees and disbursements) which are imposed on or incurred by any of the Indemnified Parties arising out of, as a result of or relating to any claim, demand, suit or recovery by any Person in connection with acts committed by the Service Provider or any of the other Indemnified Parties in providing the Transition Services except to the extent caused by the gross negligence, willful misconduct or fraud of the Service Provider or an Affiliate thereof.

Section 11. Dispute Resolution.

(a) Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, or the breach, termination, or validity hereof (each, a "Dispute") shall be resolved by submitting such Dispute first to the relevant Service Contact of each Party, and such Service Contacts shall seek to resolve such Dispute through informal good faith negotiation. In the event that any Dispute between the Parties relating to the Transition Services or this Agreement is not resolved by such Service Contacts within ten (10) Business Days after the claiming Party notifies the other Party of the Dispute (during which time the Service Contacts shall meet in person, by telephone or by other electronic means as often as reasonably necessary to attempt to resolve the Dispute), such Service Contacts shall escalate the Dispute to a senior manager of the Recipient (the "Recipient Manager") and a senior manager of the Service Provider or one of its Affiliates (the "Service Provider Manager") for resolution. In the event that the Recipient Manager and the Service Provider Manager fail to meet or, if they meet, fail to resolve the

Dispute within an additional ten (10) Business Days, then the claiming Party will provide the other Party with a written "Notice of Dispute", describing (i) the issues in dispute and such Party's position thereon, (ii) a summary of the evidence and arguments supporting such Party's positions, (iii) a summary of the negotiations that have taken place to date, and (iv) the name and title of the senior executives or their respective designees who will represent the claiming Party. The senior executives or their respective designees of the claiming Party designated in such Notice of Dispute shall meet in person, by telephone or by other electronic means with senior executives or their respective designees as designated by the non-claiming Party as often as reasonably necessary to resolve the Dispute and shall confer in a good faith effort to resolve the Dispute. If such senior executives or their respective designees decline to meet within the allotted time or fail to resolve the Dispute within twenty (20) Business Days after receipt of the Notice of Dispute, then either Party may pursue the resolution of such Dispute set forth in Section 11(b).

(b) If any Dispute is not resolved pursuant to Section 11(a), the Parties agree to submit the Dispute to non-binding mediation administered by the Judicial Arbitration and Mediation Services ("JAMS"). The Parties shall conclude the mediation within thirty (30) days from the date on which such mediation was initiated. The mediation proceedings shall take place in the offices of the JAMS in New York, New York or such other location mutually agreed to by the Parties. Each Party shall bear its own costs and expenses incurred in connection with such mediation as well as fifty percent (50%) of the costs and expenses incurred to contract the mediator and use the facilities to conduct the mediation. All mediation proceedings shall be conducted in the English language. At any time following the first mediation session, either Party may pursue the resolution of such dispute set forth in Section 11(c).

(c) Any Dispute that is not resolved pursuant to Section 11(a) or Section 11(b) shall be finally and exclusively settled in accordance with Section 12(l), Section 12(m), and Section 12(n) below.

Section 12. General.

(a) Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written instrument signed on behalf of the Service Provider and the Recipient.

(b) Force Majeure. The Service Provider, its Affiliates and any Third-Party Providers shall be excused from performance of any Transition Services or their other respective obligations hereunder, and shall not be liable to the Recipient for any loss, claim or damage, as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from any act or event beyond such Party's reasonable control, including: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics; pandemics; quarantines; forced closures or occupancy restrictions; unusually severe weather conditions; or other causes beyond the reasonable control of such Party.

(c) Mutual Drafting; Headings. The Parties participated jointly in the negotiation and drafting of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(d) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal

substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(e) Complete Agreement. This Agreement (including the appendixes hereto) contain the complete agreement between the Parties hereto and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.

(f) No Third-Party Beneficiaries. Except as set forth in Section 10(c), this Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment at all or for any specified period.

(g) Counterparts. This Agreement may be executed by facsimile or electronic means (including, without limitation, pdf format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, email, pdf format or otherwise) to the other Party.

(h) Incorporation of Appendixes. All Appendixes attached hereto and referred to herein are hereby incorporated herein by reference and made a part of this Agreement for all purposes as if fully set forth herein.

(i) Notices. All notices or other communications required or permitted under, or otherwise made in connection with, this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery), in each case, addressed as follows (or to such other addresses as the addressees shall indicate in accordance with the provisions hereof):

If to the Service Provider:

Imerys USA, Inc.
100 Mansell Ct E,
Roswell, GA 30076
[Attn:
Email:]

with a copy (which shall not constitute notice) to:

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004
Attn: William Beausoleil

Email: william.beausoleil@hugheshubbard.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Attn: David Zaheer
Email: David.Zaheer@lw.com

If to the Recipient:

Magris Resources Canada Inc.

333 Bay Street
Suite 1101
Toronto Ontario M5H 2R2
Attention: Vice-President, Legal
Email: steve.astritis@magrisresources.com

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Attention: Scott Petepiece
Sean Skiffington
Email: spetepiece@shearman.com
sean.skiffington@shearman.com

Any Party may change the address to which notices, requests, demands, claims, and other communications required or permitted hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(j) Relationship of the Parties. The Recipient acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the Parties and that all Transition Services are provided by the Service Provider and its Affiliates as an independent contractor. In matters relating to this Agreement, each Party shall be solely responsible for the acts of its employees and agents, and such employees or agents shall not be considered employees or agents of the other Party. Neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other Party.

(k) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by the Recipient without the prior written consent of the Service Provider. The Service provider has the right to assign or delegate this Agreement and any of the rights, interests or obligations hereunder without the consent of the Recipient (it being understood that no such assignment shall relieve the Service provider of any of its obligations hereunder). Any attempted assignment of this Agreement not in accordance with the terms of this Section 12(k) shall be void.

(l) Governing Law. All claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware that apply to contracts entered into and to be performed entirely within such State.

(m) Consent to Jurisdiction. Each Party to this Agreement irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated by this Agreement or the agreements delivered in connection herewith or for recognition or enforcement of any judgment relating thereto, and each of the parties irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts, (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such courts, (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such courts, and (d) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such courts. Each of the parties hereto agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 12(i). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by law.

(n) Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12(N).

(o) Compliance with Laws. Each Party shall comply with all applicable laws governing the Transition Services to be provided hereunder. No Party shall take any action in violation of any law that would reasonably be expected to result in liability being imposed on the other Party.

(p) Expenses. Except to the extent expressly provided in this Agreement, the Service Provider, on the one hand, and the Recipient, on the other hand, shall each be responsible for the fees and expenses incurred by it, or on behalf of it, in connection with, or in anticipation of, this Agreement and the consummation of the transactions contemplated hereby.

(q) Notwithstanding anything in this Agreement to the contrary, neither Party shall have any obligation to cause its Affiliates who are not controlled by such Party to take or refrain from taking any action, and with respect to any Affiliate of a Party that is not controlled by such Party, the sole obligation of such Party shall be to direct such Affiliate to take or refrain from taking the applicable action.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date first written above.

IMERYS S.A.

By:____
Name:
Title:

[RECIPIENT]

By:____
Name:
Title:

APPENDIX A

Transition Services

[Attached]

Services to be provided

Functional Area	Imerys Proposed TSA Services	Service Cost	Service Period
Treasury	● Common vendor setup & maintenance in AX ● Services related to cash application (Dealtrust) ● Cash collection Note: fees to be negotiated by the parties in good faith.		● Up to 12 months
IT / ERP	● [Support Services (for hardware/software owned by Imerys) ● Application Services ● Collaboration tools ● Telephony: Voice / VoiP ● Networking / Security ● Hosting / Business Continuity ● Business strategy / IT alignment] Note: additional details, specific services and fees to be negotiated by the parties in good faith.		
Ore Purchasing	● Sourcing services of Didier Aubry, Jyrki Bergstrom and one geologist: Note: fees to be negotiated by the parties in good faith.		● Up to 6 months

APPENDIX B

Service Provider Computer System Security and Remote Access Requirements

1. Recipient and its Affiliates, and their respective employees, subcontractors and agents will:

1.1 Immediately inform Service Provider's IT security team of any security breach, attempted breach, or lapse in security that might adversely affect a Service Provider system or any Recipient or Recipient's Affiliate system on which Service Provider data resides, including any unauthorized access to or compromise of Service Provider data or resources.

1.2 Maintain secure network connections through the utilization of encryption technology compliant with FIPS 140-2 while transferring Sensitive Data. "Sensitive Data" includes payment card information of Service Provider or Service Provider's customers or employees, personal information of Service Provider customers or employees (including Social Security number, driver's license number, or name associated with data such as job performance or health insurance records), financial data, trade secrets, security and system configuration information or any data that, if improperly disclosed, could result in damage or liability to Service Provider.

1.3 Store all Sensitive Data in an encrypted format utilizing encryption technology compliant with FIPS 140-2 and provide security key management and escrow facilities to ensure that encrypted Sensitive Data is not lost or irretrievable should the encryption keys become unavailable.

1.4 Ensure that all inbound and outbound remote access to and from Service Provider computer systems and any systems that process, transmit or store Sensitive Data utilize an end-to-end encryption method compliant with FIPS 140-2.

1.5 Maintain a Service Provider-approved firewall at all logical demilitarized zones ("DMZ") and Internet connection points, with access control restricted to that necessary for the conducting of the business authorized by this Agreement.

1.6 Prevent possible bridging of Service Provider computer systems or networks with non-Service Provider networks. This includes the prevention of logical connectivity from Recipient or Recipient Affiliate computer systems to non-Service Provider networks (e.g., the Internet) as well as any other network connected to Recipient's or Recipient's Affiliates' systems (e.g., other customers of Recipient or its Affiliates) while simultaneously connected to Service Provider computer systems (e.g., "split tunneling" VPNs).

1.7 Allow only authorized individuals to access Service Provider computer systems from authorized locations under this Agreement.

1.8 Provide physical security to prevent unauthorized access to any device used to access Service Provider computer systems or systems that process, store or transmit Service Provider data.

1.9 Ensure that all remote personal computing systems, workstations and laptops that access Service Provider computer systems or process Service Provider data have functional and current antivirus and firewall software installed.

1.10 Allow Service Provider or a Service Provider -approved auditing entity to periodically verify that Recipient and its Affiliates are in compliance with the terms of this Agreement. Depending on the sensitivity and criticality of the services or data provided, Service Provider will have the option of commissioning or requesting a review of Recipient's and its Affiliates' internal control structure and business continuity plans.

1.11 Ensure that all remote access uses industry standard strong authentication mechanisms.

2. Recipient must further ensure that all of its and its Affiliates employees, subcontractors or agents with any access to any Service Provider computer systems comply with the following procedures:

2.1 Sign an appropriate agreement that acknowledges Service Provider's security requirements contained in this schedule prior to gaining access to a Service Provider computer system.

2.2 Not attempt to access any Service Provider computer system, device, program or data file without signing a nondisclosure and confidentiality statement provided by or acceptable to Service Provider.

2.3 Not attempt to access any Service Provider computer system with anything other than his or her individual User ID provided by Service Provider; "group IDs" or "generic IDs" are not authorized.

2.4 Not attempt unauthorized access to any Service Provider computer system, device or asset, including program and data files.

2.5 Not attempt to connect any network, computer system, device, site or asset to the Service Provider computer system without explicit authorization from Service Provider.

2.6 Not attempt to access any Service Provider computer system, device or site from any unauthorized device, location, or software.

2.7 Not attempt to remove, copy, compromise or replace system files or processes on any Service Provider computer system unless authorized by the Service Provider.

2.8 Not attempt to install software on any Service Provider computer system unless authorized by Service Provider's information technology department.

2.9 Maintain unique logon credentials that provide individual accountability for usage (no shared or generic user-IDs (unless explicitly pre-authorized by Service Provider's security group in writing).

2.10 Maintain strict confidentiality of authentication credentials (e.g., passwords) and set them to obscure values that are not easily guessed.

EXHIBIT F
Form of Deed (California)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

[______________________]
[______________________]
[______________________]
Attention: [______________________]

MAIL TAX STATEMENTS TO:

[______________________]
[______________________]
[______________________]
Attention: [______________________]

(Space Above This Line For Recorder's Use Only)

APN: 064-003-094-000

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX $____________; CITY TRANSFER TAX $_________;
[X] computed on full value of property conveyed, or
[ ] computed on full value of items or encumbrances remaining at time of sale,
[ ] unincorporated area [ ] City of __________, and
[ ] exempt from transfer tax; Reason:

FOR VALUE RECEIVED, IMERYS TALC VERMONT, INC., a Vermont corporation, ("Grantor"), hereby grants to [______________________], a [______________________], all of Grantor's right, title and interest in and to that certain real property situated in the County of Calaveras, State of California, described on Exhibit A attached hereto and by this reference incorporated herein.

SAID PROPERTY IS CONVEYED SUBJECT TO:

1. General and special taxes and assessments, whether or not past due or delinquent, for the current fiscal tax year and all prior tax years; and

2. All other covenants, conditions, restrictions, reservations, rights, rights-of-way, easements, dedications, offers of dedications and other matters of record or that would be disclosed by an accurate survey or physical inspection of the real property.

Dated as of ___________________, 2020.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of the date set forth above.

IMERYS TALC VERMONT, INC.,
a Vermont corporation

By: ______________________________
Name:
Its:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ____________________)
) ss
COUNTY OF __________________)

On _______________ ___, 2020, before me, ________________________________, a Notary Public, personally appeared _____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ____________________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________________________ (Seal)
Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[legal description to come]

APN: 064-003-094-000

EXHIBIT F
Form of Deed (Montana Special Warranty Deed)

WHEN RECORDED RETURN TO:
[Insert contact information]

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, _________ of ____________ ("Grantors") forever hereby grant and convey unto _______________ of ________________ ("Grantee") as fee simple forever, all of Grantors' right, title and interest in the real estate and related interests situated in the town of _____________, _____________ County, Montana, more particularly described as set forth below:

******FILL IN LEGAL DESCRIPTION AFTER RECEIVE TITLE COMITTMENT******

Together with all improvements, rights, privileges, easements, rights of way, fixtures, reversions, remainders, rents, royalties, issues, and profits which are appurtenant to or obtained from that real property including, without limitation, all water, water rights, ditches, ditch rights, timber rights, and mineral rights appurtenant to that real property, all right, title, and interest of the Seller in any strips and gores between that real property and adjacent properties, and all right, title, and interest of the Seller in any rights-of-way for public roads, streets, and alleys, either currently in existence or vacated, which adjoin or pass through that real property.

SUBJECT TO reservations, restrictions and exceptions in patents from the United States or the State of Montana, prior conveyances, mineral reservations, all real property taxes and assessment for the current year and subsequent years, and all building and use restrictions, covenants, easements, agreements, conditions and rights of way of record and those which would be disclosed by an examination of the property.

Grantor, for itself and its successors and assigns, expressly limits the covenants of this Special Warranty Deed to those herein expressed, and warrants and covenants to Grantee only that prior to the execution of this deed, except as noted above, Grantor has not conveyed the Property, or any right, title, or interest therein, to any person other than the Grantee, and that except as noted above, the Property is free from encumbrances done, made or suffered by the Grantor or any person claiming under it. Grantor, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, to warrant and defend the title to the premises hereby

conveyed on the express terms of this Special Warranty Deed, against the claim of every person whatsoever, claiming by, through or under the said Grantor.

TO HAVE AND TO HOLD, the said real estate with all of its tenements, hereditaments, and appurtenances thereunto belonging, unto the said Grantee and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this ______ day of ___________________________, 202__.

GRANTOR

____

STATE OF MONTANA)
: ss
County of ________________)

On this ____ day of ____________________, 202__, before me, a Notary Public for the State of Montana, personally appeared _________ known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

(Notarial Seal)

____
NOTARY PUBLIC FOR THE STATE OF MONTANA
Printed Name: ____________________________________
Residing at: ___________________________MONTANA
My commission expires ______________________________

EXHIBIT F
Form of Deed (Montana Patented Claims)

After Recording Return to:
[Insert contact information]

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, _______, of ______________ ("Transferor"), transfers, conveys, remises, releases and quitclaims unto __________________ of________ ("Transferee"), without any covenants of warranty whatsoever and without recourse to the Transferee, all of Transferor's right, title and interest, in and to the patented mining claims situated in Madison County, Montana, described in Exhibit A hereto (the "Patented Claims"), including all of the lodes, ledges, veins and mineral-bearing rock, both known and unknown, intralimital and extralateral, and all dips, spurs and angles, and all mineral rights, ores, mineral bearing-quartz, rock and earth and other mineral deposits therein or thereon, all dumps, tailings, surface rights and tenements, hereditaments, appurtenances, fixtures, buildings, and improvements thereon or thereunto belonging or in anywise appertaining, any and all water, water rights, and ditch rights, any reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, unto Transferee and its successors and assigns forever.

IN WITNESS WHEREOF, Transferor has caused this instrument to be executed this ___ day of____________, 202_.

TRANSFEROR

____
(Name of Transferor)

STATE OF MONTANA)
: ss
County of _______________)

On this ____ day of ______, 202__, before me, a Notary Public for the State of Montana, personally appeared ______________, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

____
NOTARY PUBLIC FOR THE STATE OF MONTANA

(Notarial Seal)

Exhibit A

[Insert Patented Claim Names and Descriptions]

EXHIBIT F
Form of Deed (Montana Unpatented Claims)

After Recording Return to:
[Insert contact information]

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, _______, of ______________ ("Transferor"), transfers, conveys, remises, releases and quitclaims unto _________________ of________ ("Transferee"), without any covenants of warranty whatsoever and without recourse to the Transferee, all of Transferor's right, title and interest in and to the unpatented mining claims situated in Madison County, Montana, described in Exhibit A hereto (the "Mining Claims"), including all of the lodes, ledges, veins and mineral-bearing rock, both known and unknown, intralimital and extralateral, and all dips, spurs and angles, and all the ores, mineral bearing rock, earth or other mineral deposits therein, with all singular tenements, hereditaments, appurtenances, fixtures, buildings and improvements thereon and appertaining thereto.

This conveyance is subject to the paramount title of the United States to the lands covered by these Mining Claims.

TO HAVE AND TO HOLD, unto Transferee and its successors and assigns forever.

IN WITNESS WHEREOF, Transferor has caused this instrument to be executed this ___ day of___________, 202_.

TRANSFEROR

____
(Name of Transferor)

STATE OF MONTANA)
: ss

County of ________________)

On this ____ day of ______, 202__, before me, a Notary Public for the State of Montana, personally appeared _____________, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

____

NOTARY PUBLIC FOR THE STATE OF MONTANA

(Notarial Seal)

Exhibit A

[Insert Claim Names and Descriptions]

EXHIBIT F
Form of Deed (Ontario)

Properties

PIN 73017 - 0007 LT *Interest/Estate* Fee Simple

Description PCL 15602 SEC SWS; MINING CLAIM S. 58288 REEVES BEING LAND AND LAND UNDER WATER OF A SMALL POND WITHIN THE LIMITS OF THIS MINING CLAIM S/T LT635051, LT635052; DISTRICT OF SUDBURY

Address SUDBURY

Consideration

Consideration $0.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name [INSERT NAME OF TRANSFEROR]

Acting as a company

Address for Service [INSERT ADDRESS FOR SERVICE OF TRANSFEROR]

I, [INSERT NAME OF AUTHORIZED SIGNATORY], have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s) *Capacity* *Share*

Name [INSERT NAME OF TRANSFEREE]

Acting as a company

Address for Service [INSERT ADDRESS FOR SERVICE OF TRANSFEREE]

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Calculated Taxes

Provincial Land Transfer Tax $0.00

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 73017 - 0007 PCL 15602 SEC SWS; MINING CLAIM S. 58288 REEVES BEING LAND AND LAND UNDER WATER OF A SMALL POND WITHIN THE LIMITS OF THIS MINING CLAIM S/T LT635051, LT635052; DISTRICT OF SUDBURY

BY: [INSERT NAME OF TRANSFEROR]

TO: [INSERT NAME OF TRANSFEREE]

3. **The total consideration for this transaction is allocated as follows:**

(a) Monies paid or to be paid in cash	$0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	$0.00
(ii) Given Back to Vendor	$0.00
(c) Property transferred in exchange (detail below)	$0.00
(d) Fair market value of the land(s)	$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	$0.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	$0.00
(i) Other considerations for transaction not included in (g) or (h) above	$0.00
(j) Total consideration	$0.00

PROPERTY Information Record

A. Nature of Instrument: Transfer

LRO 53 Registration No. Date:

B. Property(s): PIN 73017 - 0007 Address SUDBURY Assessment Roll No -

C. Address for Service: [INSERT ADDRESS FOR SERVICE OF TRANSFEREE]

D. (i) Last Conveyance(s): PIN 73017 - 0007 Registration No.

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☑ No ☐ Not known ☐

Ministry of Finance
33 King Street West
PO Box 625
Oshawa ON L1H 8H9

Property Identifier(s) No.

Land Transfer Tax Affidavit

Land Transfer Tax Act

In the Matter of the Conveyance of (*insert brief description of land*) ______

BY (*print names of all transferors in full*) ______

TO (*print names of all transferees in full*) ______

I ______

have personal knowledge of the facts herein deposed to and Make Oath and Say that:

1. I am ***(place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):***

- ☐ (a) the transferee named in the above-described conveyance;
- ☐ (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
- ☐ (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for ______ (the transferee(s));
- ☐ (d) a transferee and am making this affidavit on my own behalf and on behalf of (*insert name of spouse*) ______ who is my spouse.
- ☐ (e) the transferor or an officer authorized to act on behalf of the transferor company and ☐ I am tendering this document for registration and ☐ no tax is payable on registration of this document.

2. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	$	
(b) Mortgages (i) Assumed (*principal and interest*)	$	
(ii) Given back to vendor	$	
(c) Property transferred in exchange (*detail below in para. 5*)	$	
(d) Other consideration subject to tax (*detail below*)	$	
(e) Fair market value of the lands (*see Instruction 2(c)*)	$	
(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (*Total of (a) to (e)*)	$	$
(g) Value of all chattels - items of tangible personal property		$
(h) Other consideration for transaction not included in (f) or (g) above		$
(i) Total Consideration		$

All blanks must be filled in. Insert ***Nil*** *where applicable.*

3 (a). To be completed where the value of consideration for the conveyance exceeds $400,000 and the agreement of purchase and sale was entered into on or before November 14, 2016.

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:

- ☐ does not contain a single family residence or contains more than two single family residences;
- ☐ contains at least one and not more than two single family residences; or
- ☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is $ ______ **and the** remainder of the lands are used for ______ purposes.

☐ Date on which the agreement of purchase and sale was entered into ______

Note: *Subsection 2(1.1)(b) imposes an additional tax at the rate of one-half of one per cent upon the value of the consideration in excess of $400,000.00 for agreements of purchase and sale that were entered into on or before November 14, 2016, where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.*

3 (b). To be completed where the value of consideration for the conveyance exceeds $2,000,000 and the agreement of purchase and sale was entered into after November 14, 2016.

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:

- ☐ does not contain a single family residence or contains more than two single family residences;
- ☐ contains at least one and not more than two single family residences; or
- ☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is $ ______ **and the** remainder of the lands are used for ______ purposes.

☐ Date on which the agreement of purchase and sale was entered into ______

Note: *Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of $2,000,000 for agreements of purchase and sale that were entered into after November 14, 2016, where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.*

4. If consideration is nominal, is the land subject to any encumbrance? ☐ Yes ☐ No

5. Statements as to applicability of additional tax on foreign entities and taxable trustees (non resident speculation tax). **Complete paragraph (a) or paragraph (b).**

(a) The transferee(s) has considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region", "taxable trustee" as set out in subsection 1(1) of the *Land Transfer Tax Act*, and declare one of the following statements:

- ☐ This conveyance is subject to additional tax as set out in subsection 2(2.1) of the Act
- ☐ This conveyance is subject to additional tax as set out in subsection 2(2.1) of the Act. This is a conveyance of a combination of "designated land" and land that is not designated land. The transferee(s) has accordingly apportioned the value of the consideration on the basis that the consideration attributable to the conveyance of the designated land is $ ______ and the remainder of land is used for ______ purposes

(b) The transferee(s) has considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region", "taxable trustee" as set out in subsection 1(1) of the *Land Transfer Tax Act*. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:

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- [ ] This is not a conveyance of land that is located within the "specified region".
- [ ] This is not a conveyance of "designated land".
- [ ] The transferee(s) is not a "foreign entity" or a "taxable trustee".
- [ ] Subsection 2.1(3) of the Act applies to this conveyance (the land has been conveyed pursuant to an agreement of purchase and sale entered into on or before April 20, 2017, and any assignment of the agreement of purchase and sale to any other person was entered into on or before April 20, 2017).
- [ ] Subsection 2.1 (4) of the Act applies to this conveyance in that the land is being conveyed to a "nominee" as defined in Ontario Regulation 182/17 and the conveyance satisfies the requirements of section 2 of the Regulation.
- [ ] Subsection 2.1 (4) of the Act applies to this conveyance in that the land is being conveyed to a "protected person" as defined in Ontario Regulation 182/17 and the conveyance satisfies the requirements of section 3 of the Regulation.
- [ ] Subsection 2.1 (4) of the Act applies to this conveyance in that the land is being conveyed to a "foreign national" and the foreign national's "spouse" as defined in subsection 1(1) of the Act, and the conveyance satisfies the requirements of section 4 of the Regulation.
- [ ] ______________________________ (provide reason)

6. Complete either paragraphs 6(a) and 6(c) or paragraphs 6(b) and 6(c)

- [ ] (a) The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the *Land Transfer Tax Act* for a period of at least seven years.
- [ ] (b) The transferee(s) declare that they have designated (Insert name, full mailing address, telephone number and email address of custodian name)

____

as custodian and the custodian will keep at the custodian's place of residence in Ontario or principal place of business in Ontario such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the *Land Transfer Tax Act* for a period of at least seven years. [NOTE: Where the transferee names their solicitor as the custodian, the transferee acknowledges that they have specifically instructed their solicitor to keep the documents, records and accounts that contain such information as will enable an accurate determination of the taxes payable under the *Land Transfer Tax Act* separate from other files that the solicitor may have concerning the transferee. The transferee also acknowledges that the solicitor has been instructed to provide such documents, records and accounts to the Ministry of Finance upon request. Taxpayers must advise the Ministry of Finance if there is a change in custodian]

- [ ] (c) The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the *Land Transfer Tax Act*, to the Ministry of Finance upon request.

7. To be completed if this Affidavit is completed by a Solicitor:

- [ ] I have fulfilled my obligations as the solicitor of (print names of all transferees) ______________________________

for the conveyance, in relation to the Law Society of Ontario's Rules of Professional Conduct and its By-Laws, as well as the *Land Transfer Tax Act*, and have reviewed with the transferee(s) their obligations under the *Land Transfer Tax Act* that are material to the conveyance described in this document.

8. Check appropriate box:

- [ ] The information prescribed for purposes of section 5.0.1 is required to be provided for this conveyance. A Prescribed information for Purposes of Section 5.0.1 form will be submitted to the Ministry of Finance.
- [ ] The information prescribed for purposes of section 5.0.1 is not required to be provided for this conveyance.

9. Other remarks and explanations, if necessary. ______________________________

Sworn/affirmed before me in the ______________________________

this __________ day of ______________________ , 20 ________

Signature(s)

A Commissioner for taking Affidavits, etc.

Property Information Record

A. Describe nature of instrument: ______________________________

B. (i) Address of property being conveyed *(if available)* ______________________________

(ii) Assessment Roll No. *(if available)* ______________________________

C. Mailing address(es) for future Notices of Assessment under the *Assessment Act* for property being conveyed

D. (i) Registration number for last conveyance of property being conveyed *(if available)* ______________

(ii) Legal description of property conveyed: Same as in D (i) above. [ ] Yes [ ] No [ ] Not Known

E. Name(s) and address(es) of each transferee's solicitor: ______________________________

For Land Registry Office Use Only
Registration No.
Registration Date (Year/Month/Day)
Land Registry Office No.

School Support (Voluntary Election) (See reverse for explanation)

	Yes	No
(a) Are all individual transferees Roman Catholic?	[ ]	[ ]
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters?	[ ]	[ ]
(c) Do all individual transferees have French Language Education Rights?	[ ]	[ ]
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)?	[ ]	[ ]

Note: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).

Instructions

Attach this Affidavit to the conveyance tendered for registration. Provide one unattached and completed copy to the Land Registrar at the time of registration.

Deponents

1) This affidavit is required to be made by or on behalf of each transferee named in the conveyance. Where any transferee (other than a joint tenant) is taking less than the whole interest in the property being acquired, the percentage ownership of each of the transferees must be clearly indicated beside their respective names.

The minister has discretion to authorize the transferor, but not the solicitor or other agent for the **transferor**, to make the affidavit in limited circumstances.

Value of the Consideration

2) The amount of land transfer payable is determined by applying the rates of tax to the value of the consideration given for the conveyance. Please review the definitions of "value of the consideration", "land", "convey", and"conveyance" in the act to ensure that the true value of the consideration is reported. **Interest will be payable and penalties may be imposed if the true value of the consideration is not reported or all the tax owing is not paid.**

What follows provides: (a) some of the general provisions of value of the consideration, (b) a few illustrative examples of items and matters that should be part of the value of the consideration but that are often overlooked, (c) some of the deeming provisions found in the definition of value of the consideration. This material is not exhaustive and does not replace the act and its regulations. **You are urged to review the full definitions in the act.**

(a) **General**

Value of the consideration includes the:

- gross sale price or the amount expressed in money of any consideration given or to be for the conveyance by or on behalf of the transferee (e.g., cash paid for land)
- value expressed in money of any liability assumed or undertaken by or on behalf of the transferee as part of the arrangement relating to the conveyance (e.g., assuming a mortgage attached to the land), and
- value expressed in money of any benefit of whatsoever kind conferred directly or indirectly by the transferee on any person as part of the arrangement relating to the conveyance (e.g., transferee provides professional services to transferor as part of arrangement to purchase land).

(b) **Items often overlooked in error**

Value of the consideration includes:

- items not included in the purchase price of newly constructed homes such as extras and upgrades, penalties, premiums, charges, levies, fees (including Tarion registration fees) and other costs
- consideration given for a structure to be built as part of the arrangement relating to the conveyance, and
- consideration given for any assignment(s) of the agreement of purchase and sale.

(c) **Deeming provisions**

Value of the consideration may be deemed to be equal to the fair market value of the lands at the date of registration where the conveyance is:

i) a lease of land where the term, including renewals and extensions, can exceed 50 years

ii) from trustee to trustee, where there has been a change in beneficial ownership since the trustee-transferor first took title

iii) a final order of foreclosure or quit claim in lieu thereof due to a default under the mortgage and the fair market value is less than the total amounts owed (including principal and interest and all other costs and expenses other than municipal taxes) under the mortgage(s) of the transferee chargee and all mortgages with priority to that of the transferee mortgage under default.

iv) to a corporation and shares of the corporation form part of the consideration, or

v) from a corporation to any of its shareholders

For more details, see relevant publications available on the Ministry's website including Ontario Tax Bulletins:

- Calculating Land Transfer Tax; and
- Determining the Value of the Consideration for Transfers of New Homes.

Single Family Residences

3. Extract of subsection 1(1) of the Act:

"single family residence" means a unit or proposed unit under the *Condominium Act* 1998 or a structure or part of a structure that is designed for occupation as the residence of a family, including dependants or domestic employees of a member of the family, whether or not rent is paid to occupy any part of it and whether or not the land on which it is situated is zoned for residential use, and

Additional tax on foreign entities and taxable trustees (Non-Resident Speculation Tax)

Pursuant to subsection 2 (2.1), every person who, on or after April 21, 2017, tenders for registration a conveyance by which any designated land that is located within the specified region is acquired by a foreign entity or a taxable trustee shall pay an additional tax computed at the rate of 15 per cent on the value of the consideration for the conveyance. Please review the definition of "designated land", "foreign entity", "specified region" and "taxable trustee" under the *Land Transfer Tax Act*.

Please note that this tax is in addition to the tax payable pursuant to subsection 2(1).

All declarants must complete either paragraph 5(a) or 5(b), even if the additional tax is not payable on the conveyance.

Record keeping declaration

All declarants must complete either paragraphs 6(a) and 6(c) or paragraphs 6(b) and 6(c)

Prescribed Information for Purposes of Section 5.0.1

Prescribed Information is required if the conveyance involves agricultural land or land that contains at least one and no more than six single family residences.

School Support (Voluntary Election)

a) includes such a residence that is to be constructed as part of the arrangement relating to a conveyance, and

b) does not include such a residence that is constructed or is to be constructed on agricultural land that is eligible to be classified in the farm property class prescribed under the *Assessment Act*.

(a) & (b) The school support for the land being transferred will be assigned to the public school board unless otherwise directed. Only Roman Catholics can be separate school board supporters. If all individual transferees are Roman Catholic and wish to be separate school supporters, the completion of (a) and (b) will serve as notice to the Assessment Commissioner to enter the transferees on the next Assessment Roll as Roman Catholic separate school supporters.

(c) & (d) If the land being transferred is situated in an area in which a French Language School Board has been established, and all individual transferees have French language education rights, completion of (c) and (d) will serve as notice to the Assessment Commissioner to enter the transferees on the next Assessment Roll as French language school board supporters.

An individual has French language education rights under s.23 of the *Canadian Charter of Rights and Freedoms* if the individual can answer **yes** to any one of the following questions:

i) Is French the language you first learned and still understand?

ii) Did you receive elementary school instruction in French? (This does not include French immersion or French as a second language.)

iii) Have any of your children received, or are they now receiving, elementary or secondary school instruction in Canada in French? (This does not include French immersion or French as a second language.)

For further information, contact your local school board. This information is requested under the authority of s.16 of the *Assessment Act*.

Enquiries:

Phone	1-866-ONT-TAXS (1-866-668-8297)
Teletypewriter (TTY)	1-800-263-7776
Website	ontario.ca/finance

The personal information collected on this form, and the accompanying deed of transfer, is being collected by the Ministry of Finance under the authority of the *Land Transfer Tax Act*, R.S.O. 1990, c. L.6, as amended ("the Act"). The personal information may be used for purposes of the administration or enforcement of the Act and for purposes of compiling statistical information and of developing and evaluating economic, tax and fiscal policy. Any questions regarding the collection, use and disclosure of the personal information should be directed to: Manager, Land Taxes, Ministry of Finance, 33 King St. West, PO Box 625, Oshawa ON L1H 8H9, phone 1-866-668-8297, Teletypewriter (TTY) 1-800-263-7776.

EXHIBIT F
Form of Deed (Texas)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

THAT IMERYS TALC AMERICA, INC., a Delaware limited liability company, formerly known as Luzenac America, Inc., ("**Grantor**"), FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid to Grantor by ______________________________, with a mailing address of ______________________________ ("**Grantee**"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, all of Grantor's right, title and interest in and to the real property situated in the City of Houston, Harris County, Texas, as more particularly described on Exhibit A attached hereto, together with: (i) any improvements located thereon; and (ii) all rights and appurtenances belonging or appertaining thereto (the "**Property**").

TO HAVE AND TO HOLD the Property (together with all and singular the rights and appurtenances thereto in anywise belonging) unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise. The preceding sentence is for the benefit of Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

The Property is being conveyed and accepted in its "AS-IS, WHERE IS WITH ALL FAULTS" condition subject to all encumbrances, rights of way and other matters of record affecting the Property.

This Special Warranty Deed is expressly made subject to all validly existing restrictions, covenants, conditions, rights-of-way, easements, ordinances, mineral reservations, and royalty reservations of record, if any, affecting all or any part of the Property.

By acceptance of this Special Warranty Deed, Grantee assumes payment of all property taxes on the Property for the year 202__ and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EFFECTIVE as of the ____ day of ________________, 202__.

GRANTOR:

IMERYS TALC AMERICA, INC.,
a Delaware limited liability company

By:_______________________________________
Name:_____________________________________
Title:______________________________________

STATE OF ________________ §
§
COUNTY OF ______________§

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared ____________________, ________________ of IMERYS TALC AMERICA, INC., a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this __ day of _________, 202__.

____
Notary Public

(SEAL)

AFTER RECORDING RETURN TO:
____
____
____
____

EXHIBIT A
TO
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

EXHIBIT F
Form of Deed (Vermont)

VERMONT LIMITED WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **IMERYS TALC VERMONT, INC.,** a Vermont corporation, of the Town of Ludlow, and State of Vermont, "Grantor", in the consideration of One Dollar and other valuable considerations paid to its full satisfaction by **__________________________,** a _______________, of the Town of ____________, and State of ____________, "Grantee", by these presents, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee**, ___________________________________,** and its successors and assigns forever, those certain lands and premises, with improvements thereon, situated in the Town of ______________ in the County of _________________, and State of Vermont that are more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Property").

The foregoing conveyance is made subject to the matters described on Exhibit B attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the Property, with all the privileges and appurtenances thereto and thereof, to the said Grantee, ______________________, and its successors and assigns, to their own use and behoof, forever; and the said Grantor, Imerys Talc Vermont, Inc., for itself and for its successors and assigns, does **COVENANT** with the said Grantee, _______________________, and its successors and assigns, that until the ensealing of these presents Imerys Talc Vermont, Inc. is the sole owner of the Property, and has good right and title to convey the same in manner aforesaid, and that it hereby engages to WARRANT and DEFEND the same against all lawful claims of all persons claiming by, through or under said Grantor, but no other.

IN WITNESS WHEREOF, IMERYS TALC VERMONT, INC. hereunto has caused its hand and seal to be affixed hereto as of this ____ day of _____________________, 202__.

IN THE PRESENCE OF:

IMERYS TALC VERMONT, INC.,
a Vermont corporation

____

By:_____________________________
Name:
Title:

STATE OF VERMONT
COUNTY OF _____________

This warranty deed was acknowledged before me on __________________, 202__ by ______________________________, as the ___________________________ of Imerys Talc Vermont, Inc.

Before me: ______________________________________
Notary Public State of Vermont
My commission expires: _______________________________
My commission number: ___________________________________

EXHIBIT A
TO
LIMITED WARRANTY DEED

THE PROPERTY

EXHIBIT B
TO
LIMITED WARRANTY DEED

PERMITTED ENCUMBRANCES

EXHIBIT G

RECEIPT FOR CASH PURCHASE PRICE

[●], 2020

Reference is made to the Asset Purchase Agreement, dated as of October 13, 2020 by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada Inc., a Canada corporation, (collectively, the "Selling Entities"), and Magris Resources Canada Inc., a Canada corporation (as it may be amended, the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

The Selling Entities hereby acknowledge receipt from the Buyer of $[●], representing the Cash Purchase Price after applying the Deposit.

[*Signature Page Follows*]

DocuSign Envelope ID: 557B9626-21A0-4272-A7E5-63A3C88A27CF

IN WITNESS WHEREOF, this Receipt is executed as of the day first written above.

IMERYS TALC AMERICA, INC.

By: ___________________________
Name:
Title:

IMERYS TALC VERMONT, INC.

By: ___________________________
Name:
Title:

IMERYS TALC CANADA INC.

By: ___________________________
Name:
Title:

EXHIBIT H

Patent License Agreement

This PATENT LICENSE AGREEMENT (as amended, modified or supplemented in accordance with the terms hereof, this "Agreement") is entered into between [●] ("Imerys") and [●], a [●] (the "Recipient") as of the "Closing Date" (as defined in that certain Asset Purchase Agreement, (as amended, modified or supplemented in accordance with its terms, the "Purchase Agreement"), by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada, Inc., a Canada corporation, Imerys USA Inc., Imerys S.A., and the Recipient; capitalized terms used but not defined in this Agreement shall have the meaning ascribed in the Purchase Agreement). Each of Imerys and the Recipient is, individually, a "Party" and, collectively, they are the "Parties."

WHEREAS, the Parties have agreed to enter into this Agreement, pursuant to which they each agree to grant to the other rights to use the Licensed Proprietary Rights in accordance with the terms, and subject to the conditions, set forth in this Agreement. Each of Imerys and the Recipient is, individually and as applicable, either a "Licensee" or a "Licensor" for each of the Licensed Proprietary Rights, as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined elsewhere in this Agreement have the following meanings:

(a) "Affiliate" of Licensee means any corporation which, directly or indirectly, controls or is controlled by, or is under direct or indirect common control with, such Licensee; and for the purposes of this definition "control" (including "control by" and "under common control with") as used with respect to any corporation or Licensee, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation or Licensee, through the ownership of more than 50% of the voting shares.

(b) "Imerys-Licensed Rights" means the (i) patent rights as shown in Schedule B, and (ii) any patent issued in the future from any reissue, reexamination, divisional, continuation, and continuation-in-part thereof, including any foreign counterpart thereof.

(c) "Improvement" means any modification of or improvement or enhancement to any Imerys-Licensed Rights or Recipient-Licensed Rights, as the case may be.

(d) "Licensed Field" means to make and have-made, use, offer to sell, sell, and import Licensed Products.

(e) "Licensed Product" means any product the manufacture, use, offer for sale, sale, or importation of which by the applicable Licensee, such Licensee's Sublicensee, or such Licensee's Subcontractor would, in the absence of a license granted under the relevant patent, infringe a Valid Claim.

(f) "Licensed Proprietary Rights" means (i) with respect to the license granted to Recipient, the Imerys-Licensed Rights that are within the applicable Licensed

Territory, and (ii) with respect to the license granted to Imerys, the Recipient-Licensed Rights that are within the applicable Licensed Territory.

(g) "Licensed Territory" means:

(i) with respect to the license granted to Imerys under the Recipient-Licensed Rights:

(1) For the rights having the "Short Title" of (A) "Blends of Microcrystalline and Macrocrystalline Talc for reinforcing polypropylene," (B) "Controlled Polymer Foaming By Using A Blend of Mineral and Organic Nucleating Agent," and (C) "Silicone coatings, methods of making silicone coated articles and coated articles therefrom" as listed in Schedule A, in each "Country/Region" listed in Schedule A, except any country in North America for which a patent is or may be granted under those rights;

(2) For the rights having the "Short Title" of "High Aspect Ratio Minerals into Reinforced Fire Retardant Polymers" as listed in Schedule A, in each "Country /Region" listed in Schedule A, except any country in North America for which a patent is or may be granted under those rights, for Licensed Products that include talc; and

(ii) with respect to the license granted to the Recipient under the Imerys-Licensed Rights listed in Schedule B, only countries in North America for which a patent is or may be granted under those rights.

(h) "Recipient-Licensed Rights" means the (i) patent rights as shown in Schedule A, and (ii) any patent issued in the future from any reissue, reexamination, divisional, continuation, and continuation-in-part thereof, including any foreign counterpart thereof.

(i) "Subcontractor" means any person or legal entity through which Licensee exercises its have-made rights pursuant to Section 2; provided, that such person or legal entity is a third party service provider in the Licensed Field solely for the benefit of Licensee and its Affiliates (and not for such person or legal entity's independent benefit).

(j) "Valid Claim" means a claim of an unexpired issued patent included in the Licensed Proprietary Rights that has not been admitted or otherwise caused by the applicable Licensor to be invalid or unenforceable through reissue, disclaimer, or otherwise, or held invalid or unenforceable by an unappealed or unappealable judgment of a governmental authority of competent jurisdiction.

2. License Grant.

(a) Licensor hereby grants, and hereby causes its Subsidiaries to grant, to Licensee during the Term (as set forth in Section 7(a)) a worldwide, royalty-free, paid-up, non-exclusive, non-sublicensable (except in accordance with Section 2(b)), and non-

transferable (except in accordance with Section 8) license, under the Licensed Proprietary Rights in the Licensed Field and in the Licensed Territory. No license or rights are granted to Licensee by implication, estoppel, or otherwise, other than as expressly granted by Licensor under this Section 2(a).

(b) Licensee may sublicense rights it receives under Section 2(a) through to its Affiliates and its or their Subcontractors (each such sublicense recipient a "Sublicensee"), on the condition that each Sublicensee is bound by terms of use and obligations with respect to the Licensed Proprietary Rights that are no less restrictive than those set forth in this Agreement. Licensee is liable to Licensor and, as between the Parties, to all other persons, for the failure of any Sublicensee to comply with its sublicense agreement to the same extent that Licensee would have been liable had Licensee failed to comply with this Agreement. Any sublicenses granted under this Section 2(b) shall automatically terminate upon the termination of the relevant license to Licensee hereunder.

(c) Except as expressly provided herein, Licensee may not make any use of the Licensed Proprietary Rights licensed to it hereunder.

3. Improvements. Licensee will solely own all right, title, and interest in and to any Improvement of any Licensed Proprietary Rights licensed to it hereunder conceived or developed by Licensee and any Sublicensee or Subcontractor, including their employees and independent contractors after the Closing Date; all said Improvements will be deemed to be Licensee's Confidential Information and are not licensed to Licensor hereunder. Licensor will solely own all right, title, and interest in and to any Improvement of any Licensed Proprietary Rights to which it grants a license hereunder conceived or developed by or on behalf of Licensor; all said Improvements will be deemed to be Licensor's Confidential Information and are not licensed to Licensee hereunder.

4. Patent Matters. Licensor will be responsible, at its expense, for obtaining, prosecuting, maintaining, and defending throughout the jurisdictions in which the Licensed Proprietary Rights are enforceable. If, however, Licensor no longer intends to maintain a Licensed Proprietary Right (excluding any patent application that a patent office or agency refuses to issue during patent prosecution) and Licensor has not assigned such patent to a third party as a result of Licensor's decision to abandon such patent, Licensee may, in its sole discretion and expense, elect to assume responsibility for the maintenance of that patent, and Licensor shall assign that patent to Licensee; provided, that if Licensor has so assigned such Licensed Proprietary Right to such third party, then Licensee may elect to assume responsibility for the maintenance of that patent from such third party upon such third party's decision to abandon such patent. Each Party shall promptly notify the other Party in writing of any actual or suspected infringement or misappropriation of the Licensed Proprietary Rights, including any known details of such infringement or misappropriation. Licensor has the sole right, in its discretion, to bring any action or proceeding with respect to such infringement or misappropriation and to control its conduct (including any settlement).

5. Compliance with Laws. Licensee shall comply with all applicable laws and regulations in exercising its rights and performing its obligations under this Agreement.

6. Representations; Indemnity; Disclaimer.

(a) Mutual Representations. Each Party represents and warrants to the other Party that, as of the Closing Date: (i) it is duly organized, validly existing, and in good standing under the laws of the state or jurisdiction of its organization; (ii) it has the

full right, power, and authority to enter into and perform its obligations under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions of such Party; and (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

(b) Licensor Representations. Licensor represents and warrants that: (i) Licensor is the owner of the entire right, title, and interest in and to the relevant Licensed Proprietary Rights; (ii) Licensor has the right to grant the licenses hereunder.

(c) Indemnification by Recipient. Recipient shall fully indemnify and hold harmless Imerys and its Affiliates (collectively, "Imerys Indemnified Parties") from and against any and all losses, damages, costs (including reasonable attorneys' fees) and expenses, interest, awards, judgments and penalties actually suffered or incurred (collectively, "Losses") by any such Imerys Indemnified Party based on any third party claim (a) arising out of or relating to Recipient's or its and their Sublicensees' breach of this Agreement or (b) that, if successful, would hold an Imerys Indemnified Party, as a Licensor, responsible for Recipient's or its Sublicensees' activities, as a Licensee, by reason of the Licensor's grant of a license hereunder or Licensee's exercise of rights granted hereunder.

(d) Indemnification by Imerys. Imerys shall fully indemnify and hold harmless Recipient and its Affiliates (collectively, "Recipient Indemnified Parties") from and against any and all Losses incurred by any such Recipient Indemnified Party based on any third party claim (a) arising out of or relating to Imerys's or any of its Sublicensees' breach of this Agreement or (b) that, if successful, would hold an Recipient Indemnified Party, as a Licensor, responsible for Imerys's or its Sublicensees' activities, as a Licensee, by reason of the Licensor's grant of a license hereunder or Licensee's exercise of rights granted hereunder.

(e) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 OR IN THE PURCHASE AGREEMENT, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE LICENSED PROPRIETARY RIGHTS, INCLUDING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY LICENSED PROPRIETARY RIGHTS OR THE ACCURACY, COMPLETENESS, OR USEFULNESS FOR ANY PURPOSE OF ANY KNOW-HOW OR OTHER INFORMATION OR MATERIALS MADE AVAILABLE BY LICENSOR UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 OR IN THE PURCHASE AGREEMENT, LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

7. Term and Termination.

(a) Term. This Agreement is effective as of the Closing Date and will continue in effect until with respect to the patents included in the Licensed Proprietary

Rights, on a patent-by-patent basis, until expiration or abandonment of the last to expire Valid Claim.

(b) Effect of Expiration or Termination.

(i) Upon any termination of this Agreement:

(A) Licensee shall immediately cease exercising all rights granted under the Licensed Proprietary Rights.

(B) Each Party shall promptly return to the other Party, or delete or destroy, all relevant records and materials in such Party's possession or control containing the other Party's Confidential Information.

(ii) Expiration of this Agreement will not relieve the Parties of any obligations accruing before the effective date of expiration or termination.

(iii) The rights and obligations of the Parties set forth in this Section 7(b) and Section 9 (Miscellaneous), and any right, obligation, or required performance of the Parties under this Agreement which, by its express terms or nature and context is intended to survive expiration or termination of this Agreement, will survive any such expiration or termination.

8. Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement (along with its related rights and requiring assumption of its obligations under this Agreement but will not be released of its confidentiality obligations hereunder) without the consent of the other Party to its Affiliates and successors in interest in connection with any corporate reorganization, recapitalization, or any divestiture, merger, acquisition, joint venture or sale of all or substantially all of the assets or equity of such Party related to this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 8 is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

9. Miscellaneous.

(a) Further Assurances. Each Party shall, upon the request of the other Party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement, including but limited to Licensee causing any of Licensee's Sublicensees or Subcontractors to execute documents and take further actions.

(b) Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

(c) No Public Statements. Neither Party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the other Party's prior written consent.

(d) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (other than routine communications having no legal effect) must be in writing and sent to the respective Party at the addresses indicated below (or at such other address for a Party as may be specified in a notice given in accordance with this Section 9(d)):

If to Recipient:	Recipient […]
If to Imerys:	Imerys […]

Notices sent in accordance with this Section 9(d) will be deemed effective: (a) when received, if delivered by hand; (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

(e) Entire Agreement. This Agreement, any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(f) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

(g) Amendment; Waiver. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or

invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the United States District Courts located in New York or the courts of the State of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(j) Equitable Relief. Licensee acknowledges that a breach by Licensee of this Agreement may cause Licensor irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Licensee hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies are not exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

(k) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement.

10. Dispute Resolution.

(a) Negotiation of Disputes. In the event of a dispute arising under this Agreement, senior level executives of the Parties will meet in New York, New York as soon as reasonably possible (but not later than sixty (60) days after written notice of a dispute) and will enter into good faith negotiations aimed at resolving the dispute. The Parties may agree to another location for their meeting. If the Parties are unable to resolve the dispute in a mutually satisfactory manner within an additional sixty (60) days from the date of the senior level meeting, the matter may be submitted to arbitration by either Party as provided for in Section 10(b) hereof.

(b) Arbitration of Disputes. If a dispute arising under this Agreement has not been resolved by the non-binding procedures set forth in Section 10(a) within the time periods provided, either Party may submit the dispute to arbitration administered by the American Arbitration Association ("AAA") under its then current ICDR International Arbitration Rules ("AAA International Rules") and as set forth in this Section 10. The arbitration proceeding shall take place in New York, New York, in English, before an arbitration panel of three (3) arbitrators, all of whom shall be admitted to practice law in at least one jurisdiction in the United States, and at least two of whom shall have substantial experience in the field of intellectual property litigation or intellectual property licensing

("Arbitration Panel"). The arbitration shall be commenced and conducted as follows:

(i) The Parties shall request that the arbitrators conduct the arbitration proceeding in an expedited fashion in order to complete the proceeding and render a written decision as soon as reasonably possible in light of the nature of the claims, but in no event later than one (1) year of the date upon which the Arbitration Panel was formed under the AAA International Rules. The Parties shall use their best efforts to cooperate with the arbitrators to complete the proceeding and render a decision within such one (1) year period. Permitted discovery under sub-part (v) hereof and times set in any scheduling order shall be limited to achieve a decision within the one (1) year period.

(ii) The Arbitration Panel shall not under any circumstance consolidate, join or otherwise combine the arbitration proceeding with any other proceeding or party.

(iii) The arbitration proceedings shall be governed by this Agreement, by the AAA International Rules, by the procedural arbitration law of the site of the arbitration, and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The Arbitration Panel shall determine the matters at issue in the dispute in accordance with the substantive law of the State of New York without regard to conflicts of law principles. The Arbitration Panel shall decide the issues submitted as arbitrators at law only and shall base its award, and any interim awards, upon the terms of this Agreement and the laws of the State of New York.

(iv) The Arbitration Panel shall take into account applicable principles of legal privilege and related protections, including the confidentiality of attorney-client communications and attorney-work product. No Party or witness shall be required to waive any privilege recognized at law. The Arbitration Panel shall issue orders as reasonably necessary to protect the confidentiality of proprietary information, trade secrets, and other sensitive information disclosed.

(v) The Arbitration Panel shall have the exclusive authority to permit requests for the production of relevant documents, including confidential discovery to the extent required by a Party in order to establish its case. The Arbitration Panel may order the conduct of the deposition of, or the propounding of interrogatories to, such persons who may possess information relevant to the determination of the claims. The Arbitration Panel shall decide any dispute regarding such requests for discovery or the adequacy of a discovery response by any Party. The Parties will be entitled to present direct, cross, and re-direct examination at the hearing.

(vi) The award of the Arbitration Panel shall be final and binding and a Party may seek enforcement of the award in any court of competent jurisdiction. The award of the Arbitration Panel shall clearly

set forth the specific dollar amount(s), if any, payable by Licensee under the award. Any monetary award shall be payable in U.S. dollars, free of any tax, offset or other deduction. The award and any determination of the arbitration shall be confidential to the Parties and shall be binding solely on the Parties.

(vii) In the event the Arbitration Panel awards a Party a monetary amount, that Party shall pay such amount to the other Party within the time period set forth in the award (or if no time period is set, within thirty (30) days of the date of the award), regardless of any appeals.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Imerys

By________________________________
Name:
Title:

Recipient

By________________________________
Name:
Title:

EXHIBIT I

TRANSITIONAL TRADEMARK LICENSE AGREEMENT

This TRANSITIONAL TRADEMARK LICENSE AGREEMENT (as amended, modified or supplemented in accordance with the terms hereof, this "Agreement") is entered into between Imerys S.A., a French corporation ("Imerys") and [●], a [●] (the "Recipient") as of the "Closing Date" (as defined in that certain Asset Purchase Agreement, (as amended, modified or supplemented in accordance with its terms, the "Purchase Agreement"), by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada, Inc., a Canada corporation, Imerys USA Inc., Imerys and the Recipient). Each of Imerys and the Recipient is, individually, a "Party" and, collectively, they are the "Parties."

WHEREAS, in order to provide for an orderly transition from the Business (as defined in the Purchase Agreement) operating as subsidiaries of Imerys to operating as owned by Recipient, the Parties have agreed to enter into this Agreement, pursuant to which they each agree to grant to the other limited rights to use the Licensed Trademarks on a transitional basis in accordance with the terms, and subject to the conditions, set forth in this Agreement. Each of Imerys and the Recipient is, individually and as applicable, either a "Licensee" or a "Licensor" for each of the Licensed Trademarks, as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth for such terms in the Purchase Agreement. For the purpose of this Agreement, the following capitalized terms have the following meanings:

(a.) "Advertising Materials" means advertising and promotional materials in any medium, including any websites that Licensee uses in connection with the sale and distribution of the Products.

(b.) "Affiliate" of Licensee means any corporation which, directly or indirectly, controls or is controlled by, or is under direct or indirect common control with, such Licensee; and for the purposes of this definition "control" (including "control by" and "under common control with") as used with respect to any corporation or Licensee, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation or Licensee, through the ownership of more than 50% of the voting shares.

(c.) "Licensed Trademarks" means, collectively, the names and trademarks "JETFINE," "LUZENAC," "MISTRON," "MISTRON VAPOR," "TALCOLIVA" and "HAR" (including all word, logo and design versions thereof), including the trademark registrations and applications shown in Schedule A.

(d.) "Party" means Licensor and Licensee individually, and "Parties" means the Licensor and Licensee collectively.

(e.) "Product Packaging" means (i) the primary packaging in which Products are packaged (e.g., bags with labels), (ii) the secondary packaging in which Products are packaged (e.g., boxes containing bags) and (iii) any leaflets contained inside or supplied with the secondary packaging.

(f.) "Products" means any products or services sold by or through the Recipient Field by Recipient, or any products or services sold by or through the business of Imerys.

(g.) "Recipient Field" means the business of mining, producing, marketing and selling talc and talc-based products.

(h.) "Regulatory Approval" means the approval, registration, license or authorization of a governmental authority necessary for the manufacturing, distribution, use, promotion or sale of a Product for one or more indications in a country or other regulatory jurisdiction.

(i.) "Third Party" means any person other than the Parties, or one of their Subsidiaries.

2. License Grants.

(a.) License to Use Licensed Trademarks on Product Packaging.

(i.) Beginning on the Closing Date and solely for the term set forth in Section 2(a)(ii), Licensor hereby grants, and hereby causes its Subsidiaries to grant, to Licensee a non-exclusive, non-transferable (subject to Section 10(c)), sublicensable (subject to Section 2(d)), fully paid-up, royalty-free, temporary (in accordance with Section 2(a)(ii)), limited right and license to use the Licensed Trademarks on Product Packaging for the Products, subject to the terms of this Agreement, for the terms specified in Section 2(a)(ii)) ("Product Packaging License").

(ii.) Term. The Product Packaging License will terminate, on a Product-by-Product basis, so that such Product Packaging no longer displays any Licensed Trademarks, as follows:

(A) As to the "JETFINE" mark, Imerys is the Licensor and Recipient is the Licensee, and the term of the license shall expire 24 months from the Closing Date;

(B) As to the "LUZENAC" mark, Imerys is the Licensor and Recipient is the Licensee, and the term of the license shall expire 12 months from the Closing Date;

(C) As to the "MISTRON" and "MISTRON VAPOR" marks, Recipient is the Licensor and Imerys is the Licensee, and the term of the license shall expire 24 months from the Closing Date;

(D) As to the "MISTROBLOCK" mark, Recipient is the Licensor and Imerys is the Licensee, and the term of the license shall expire 12 months from the Closing Date;

(E) As to the "TALCOLIVA" mark, Imerys is the Licensor and Recipient is the Licensee, and the term of the license shall expire 12 months from the Closing Date; and

(F) As to the "HAR" mark, Imerys is the Licensor and Recipient is the Licensee, and the term of the license shall expire on the earlier of: (x) 12 months from the Closing Date and (y); the last sale date of all Products in the possession, custody or control of Recipient (or any of its Subsidiaries) that have already been manufactured as of the Closing Date or that are in production as of the Closing Date.

(b.) License to Use Licensed Trademarks in Advertising Materials. Beginning on the Closing Date and solely for the term of the Product Packaging License, Licensor hereby grants to Licensee a non-exclusive, non-transferable (subject to Section 10(c)), sublicensable (subject to Section 2(d)), fully paid-up, royalty-free, temporary (in accordance with Section 2(a)(ii)), limited right and license to use the Licensed Trademarks in Advertising Materials, including advertising online and via social media outlets, in connection with the Products, subject to the terms of this Agreement.

(c.) License to Use Licensed Trademarks in Distribution and Sale, and Business Records. Beginning on the Closing Date and solely for the term of the Product Packaging License, Licensor hereby grants to Licensee a non-exclusive, non-transferable (subject to Section 10(c)), sublicensable (subject to Section 2(d)), fully paid-up, royalty-free, temporary (in accordance with Section 2(a)(ii)), limited right and license to use the Licensed Trademarks, including as a trade name, (i) in connection with the distribution and sale of the Products and (ii) in Licensee's business records used in connection with day-to-day operations (including company books and records, human resources, bank statements, invoices, and Regulatory Approval applications), subject to the terms of this Agreement.

(d.) Sublicensing. Licensee may sublicense (i) rights it receives under Sections 2(a) through 2(c) to its Affiliates and (ii) rights it receives under Sections 2(a) through 2(c) to distributors of Product (each such sublicense recipient in (i) or (ii), a "Sublicensee"), on the condition that each Sublicensee is bound by terms of use and obligations with respect to the Licensed Trademarks that are no less restrictive than those set forth in this Agreement. Licensee is liable to Licensor and, as between the Parties, to all other persons, for the failure of any Sublicensee to comply with its sublicense agreement to the same extent that Licensee would have been liable had Licensee failed to comply with this Agreement. Any sublicenses granted under this Section 2(d) shall automatically terminate upon the termination of the relevant license to Licensee hereunder pursuant to Section 2(a)(ii).

3. Reservation of Rights. Licensor reserves all rights in and to the Licensed Trademarks. Licensee acknowledges and agrees that as between Licensor and Licensee, Licensor is the sole and exclusive owner of all right, title and interest in, to and under the Licensed Trademarks, including all goodwill of the business connected with the use of, or symbolized by, the Licensed Trademarks. All goodwill generated by Licensee's use of the Licensed Trademarks inures solely to the benefit of Licensor. Nothing in this Agreement grants Licensee any ownership or other proprietary interest in any Licensed Trademarks.

4. Restrictions on Use. Without limiting the generality of Section 3 of this Agreement, and without prejudice to the Licensee's activities with respect to the Licensed Trademarks as of the date hereof, Licensee will not nor attempt to, nor permit, enable, or request any of its Subsidiaries to:

(a.) use any Licensed Trademarks in any manner, or engage in any other act or omission, that would be reasonably likely to impair any right of Licensor in, to or under the Licensed Trademarks, including any act or omission that would be reasonably likely to invalidate or cause the cancellation or abandonment of any Licensed Trademarks;

(b.) file, acquire or otherwise obtain any registration for or application to register any Trademark or Internet domain name, or acquire, create or otherwise obtain any social media account that consists of, incorporates, uses, or is confusingly similar to any Licensed Trademarks, whether with any governmental authority, internet domain name registrar, social media platform or otherwise (each of the foregoing, a "Registration");

(c.) adopt or use any variation, derivation or acronym of the Licensed Trademarks or any word, symbol or Trademark confusingly similar to the Licensed Trademarks (each, a "Variation");

(d.) use any Licensed Trademarks together with any other word, symbol or Trademark so as to form a composite Trademark (each, a "Composite");

(e.) represent to any other person that Licensee, any of its Subsidiaries or any other person (other than Licensor or its successors in interest to the Licensed Trademarks) has or will have any ownership interest in any Licensed Trademarks;

(f.) grant or attempt to grant a security interest in or lien on, record any security interest or lien on, or otherwise encumber, any Licensed Trademarks or this Agreement; or

(g.) contest, challenge or otherwise make any claim or take any action adverse to Licensor's ownership of or interest in, or the validity of, the Licensed Trademarks, including in any proceeding before any governmental authority.

5. Transfer of Rights. If Licensee has or acquires any rights in, to or under the Licensed Trademarks, or any Registrations, Composites or Variations, Licensee hereby irrevocably assigns all such rights to Licensor. At the reasonable request of Licensor, Licensee will execute any document, and perform any act reasonably necessary to obtain or confirm, Licensor's or its designee's exclusive ownership interest in and to the Licensed Trademarks and Registrations, in each applicable jurisdiction, including executing and delivering applications, oaths, declarations, affidavits, waivers, assignments and other documents.

6. Compliance with Laws. Licensee will comply with all applicable laws in connection with its use of the Licensed Trademarks, including the sale, distribution, promotion and advertising of Products, in connection with its use of the Advertising Materials, and in connection with any other exercise of the rights and licenses granted to it under this Agreement.

7. Quality Control.

(a.) (i) Recipient will use the Licensed Trademarks for which it is the Licensee under the terms of this Agreement solely in a manner reasonably consistent with the operation of the Business prior to Closing, and (ii) Imerys will use the Licensed Trademarks for which it is the Licensee under the terms of this Agreement solely in a manner reasonably consistent with the operation of Imerys' business prior to Closing.

(b.) Concerning any Products manufactured by Licensee or its Subsidiaries, Licensee will ensure that such Products at all times meet or exceed (i) the quality and manufacturing standards of similar products in the Products' industry, (ii) the then-current good manufacturing practices applicable to such Products, and (iii) any other standards imposed by the applicable governmental authorities. Licensee will notify Licensor in writing in the event that any Product does not meet such standards.

(c.) Inspection. Licensee will permit Licensor to enter any place used for the storage or distribution of the Products, Advertising Materials or company books and records to inspect (at reasonable times and on reasonable advance notice and at Licensor's cost and expense) the methods of storage and distribution to ensure compliance with the quality standards, or any other specifications or requirements, described in this Agreement. Licensee will promptly cease all use of any Licensed Trademark identified by Licensor that does not comply with this Agreement.

8. Enforcement and Maintenance.

(a.) Notification. Licensee will promptly notify Licensor upon becoming aware of any use of, or any application or registration for, a Licensed Trademark by any Third Party that is (i) an infringement, dilution or other violation of such Licensed Trademark or (ii) a claim asserted by any person that such Licensed Trademark is invalid or that Licensee's use of such Licensed Trademark infringes, dilutes or otherwise violates any person's trademark or other rights.

(b.) Enforcement. Licensor has the sole right, but not the obligation, to take action against other persons in the courts, administrative agencies or otherwise, at Licensor's cost and expense, to (i) prevent or terminate infringement, dilution or other violation of the Licensed Trademarks, (ii) oppose or cancel applications or registrations for any trademarks that may conflict with any Licensed Trademarks, or (iii) otherwise defend the Licensed Trademarks (each of (i)-(iii), an "Action"). Licensee may not initiate or maintain any Action on its own.

(c.) Procedure. At the reasonable request of Licensor, Licensee will cooperate with Licensor, at Licensor's expense, in an Action (including by executing, filing and delivering all documents and evidence requested by Licensor) and will lend its name to that Action if required by Law or if reasonably requested by Licensor. Licensor will have the sole authority regarding the handling of or decisions concerning any Action or any settlement or compromise thereof, provided that Licensor may not create any obligations or liabilities on Licensee without Licensee's consent. All damages or other compensation of any kind recovered in any Action or from any settlement or compromise thereof, are for the sole benefit of Licensor.

(d.) Maintenance. As between Licensor and Licensee, Licensor is responsible for prosecuting, maintaining and renewing applications and registrations for the Licensed Trademarks ("Maintenance"). Licensor will use commercially reasonable efforts to maintain the Licensed Trademarks during the term of this Agreement. At Licensor's request and expense, Licensee will cooperate and provide assistance to Licensor in connection with Maintenance, including (i) supplying specimens and other samples of Licensee's use of the Licensed Trademarks and (ii) executing documents and performing lawful acts as reasonably requested by Licensor.

9. Term and Termination.

(a.) Term. This Agreement shall be effective as of the Closing Date through the date of termination of the last-to-terminate Product Packaging License (as set forth in Section 2(a)(ii)).

(b.) Effect of Termination. After any termination of this Agreement pursuant to Section 9(a), (i) all rights of Licensee to use the applicable Licensed Trademarks automatically terminate, and (ii) Licensee will promptly cease using the Licensed Trademarks and will destroy (or modify so as to remove the Licensed Trademarks) the applicable Product Packaging and Advertising Materials as set forth in Sections 2(a) and 2(b). Notwithstanding anything herein to the contrary, after any termination of this Agreement, Licensee can use the applicable Licensed Trademark for internal use of any historical records or other internal documentation or materials that bear any of the Licensed Trademarks as of such termination without the need to remove any of the Licensed Trademarks.

(c.) Survival. The following sections, together with any sections that expressly survive by their terms, survive expiration or termination of this Agreement: Sections 1, 3, 9(c) and 10.

10. Miscellaneous.

(a.) Counterparts; Entire Agreement; Conflicting Agreements.

(i.) This Agreement may be executed in one (1) or more counterparts, all of which shall be considered one (1) and the same agreement, and shall become effective when one (1) or more counterparts have been signed by each Party and delivered to the other Party. Execution of this Agreement or any other documents pursuant to this Agreement by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as being, executed by an original signature.

(ii.) This Agreement, the Purchase Agreement, the other Ancillary Agreements, the exhibits, the schedules and appendices hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties with respect to such subject matter other than those set forth or referred to herein or therein.

(iii.) The Parties hereby acknowledge and agree, and shall cause their Subsidiaries to acknowledge and agree, that the Trademark License Agreement, dated as of February 2019, by and between Imerys USA, Inc., Imerys, Imerys Talc America, Inc., Imerys Talc Canada, Inc., and Imerys Talc Vermont, Inc., is wholly superseded and cancelled, of no further force or effect, and replaced with the terms of this Agreement, as of the Closing Date.

(iv.) In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the Purchase Agreement shall control.

(b.) Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of New York, without regard to the conflict of laws principles thereof that would result in the application of any law other than the laws of New York.

(c.) Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that no Party hereto may assign its respective rights or delegate its respective obligations under this Agreement without the prior written consent of the other Party hereto. Notwithstanding the foregoing, either Party may assign this Agreement (along with its related rights and requiring assumption of its obligations under this Agreement) without the consent of the other Party to its Affiliates and successors in interest in connection with any corporate reorganization, recapitalization, or any divestiture, merger, acquisition, joint venture or sale of all or substantially all of the assets or equity of such Party related to this Agreement.

(d.) No Third-Party Beneficiaries. (i) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any person (including employees of the Parties hereto) except the Parties any rights or remedies hereunder, and (ii) there are no Third Party beneficiaries of this Agreement and this Agreement shall not provide any Third Party (including employees of the Parties hereto) with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

(e.) Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person or (b) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Imerys, to:

[ ]

with a copy (which shall not constitute notice) to:

[…]

If to Recipient to:

with a copy (which shall not constitute notice) to:

[…]

Any Party may, by written notice to the other Party, change the address to which such notices are to be given.

(f.) Severability. If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the rights and obligations contemplated by this Agreement be fulfilled as originally contemplated to the greatest extent possible.

(g.) Force Majeure. No Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations under this Agreement results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, or labor problems, or, in the case of computer systems, any failure in electrical or air conditioning equipment. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of such delay.

(h.) Headings. The table of contents and article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i.) Waivers of Default. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party.

(j.) Specific Performance. In the event of any actual or threatened default or breach of, any of the terms, conditions and provisions of this Agreement, the Party or Parties who are or are to be thereby aggrieved shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in each case (i) without the requirement of posting any bond or other indemnity and (ii) in addition to any other remedy to which it or they may be entitled, at Law or in equity. Such remedies shall be cumulative with and not exclusive of and shall be in addition to any other remedies which any Party may have under this Agreement, or at law or in equity or otherwise, and the exercise by a Party hereto of any one remedy shall not preclude the exercise of any other remedy.

(k.) Amendments. No provision of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

(l.) Interpretation. Interpretation of this Agreement (except as specifically provided in this Agreement, in which case such specified rules of construction shall govern with respect to this Agreement) shall be governed by the following rules of construction: (i) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (ii) references to the terms Article, Section, paragraph and Exhibit are references to the Articles, Sections, paragraphs and Exhibits to this Agreement, unless otherwise specified; (iii) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words, refer to this entire Agreement, including the Schedules and Exhibits hereto; (iv) references to "$" shall mean U.S. dollars; (v) the word "including" and words of similar import shall mean "including without limitation," unless otherwise specified; (vi) the word "or" shall not be exclusive; (vii) references to "written" or "in writing" include in electronic form; (viii) provisions shall apply, when appropriate, to successive events and transactions; (ix) a reference to any person includes such person's permitted successors and permitted assigns; (x) any reference to "days" means calendar days unless business days are expressly specified; and (xi) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is not a business day, the period shall end on the next succeeding business day.

(m.) Waiver of Jury Trial. SUBJECT TO SECTIONS 10(j) AND 10(n) HEREIN, EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY COURT PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF AND PERMITTED UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HEREBY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10(m).

(n.) Submission to Jurisdiction; Waivers. With respect to any claim relating to or arising out of this Agreement, each Party to this Agreement irrevocably (i) consents and submits to the exclusive jurisdiction of the courts of New York, (ii) waives any objection which such Party may have at any time to the laying of venue of any claim brought in any such court, waives any claim that such claim has been brought in an inconvenient forum and further waives the right to object, with respect to such claim, that such court does not have jurisdiction over such Party and (iii) consents to the service of process at the address set forth for notices in Section 10(e) herein; provided, however, that such manner of service of process shall not preclude the service of process in any other manner permitted under applicable Law.

(o.) Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties will cooperate with each other and shall use its (and shall cause its Subsidiaries to use their) commercially reasonable efforts, prior to, on and after the Closing Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements to implement and give effect to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be duly executed and delivered in its name and on its behalf as of the date first written above.

IMERYS:	**RECIPIENT**
Imerys S.A. […]	[Recipient] [ ]

EXHIBIT J

ENVIRONMENTAL SERVICES TERM SHEET

*This Term Sheet ("the "**Term Sheet**") is entered into as of [●] (the "**Term Sheet Effective Date**") by and among Magris Resources Canada, Inc. ("**Provider**"), on the one hand, and Imerys Talc America, Inc., Imerys Talc Vermont, Inc., and Imerys Talc Canada Inc. (each, a "**Service Recipient**" and together the "**Service Recipients**"), on the other hand, pursuant to that certain Asset Purchase Agreement by and among the Service Recipients, Imerys USA Inc., Imerys S.A. and Provider, dated as of [●] (the "**Purchase Agreement**"). Terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement. Service Provider and the Service Recipients may each be referred to as a "**Party**" and may collectively be referred to as the "**Parties**". The terms contained in this Term Sheet are not binding, are not intended to create rights in favor of the Parties with respect to the Services (as defined below), and are subject to change based upon the results of due diligence and the negotiation of a definitive services agreement. The Parties have no binding obligation to conduct any amount of due diligence or negotiate or execute a definitive services agreement. The obligations of the Parties to consummate any transaction or perform any Services will be subject in all respects to the negotiation, execution, and delivery of the definitive services agreement and the satisfaction of all conditions contained therein.*

Non-Binding Obligations

Services Agreement	Provider and the Service Recipients will enter into a services agreement (a "**Services Agreement**") pursuant to which Provider will provide the Environmental Services (defined below) to the Service Recipients during the Services Term (defined below) for the Fees (defined below) specified herein.
Services	Provider shall provide the following "***Services***": direct and manage investigation, remediation and reclamation work only to the extent and as specifically directed by the Service Recipient at the Service Recipient's following three sites: Johnson Mill (98 Lendway Lane, Johnson, Vermont, USA), Hamm Mine (White Road/Town Highway #9, Windham/Londonderry, Vermont, USA), and Broughton Mine (2, 15e rang, Saint-Pierre-de-Broughton, Quebec, Canada) (each a **"Site"** and collectively, the **"Sites"**). Provider shall cause the Services to be performed by Provider's environmental personnel (including Robin Reilly and David Vodusek in each case only to the extent employed by Provider, or such other replacements reasonably approved by Service Recipient in writing) (the "***Environmental Personnel***").
Fees	The Service Recipients shall pay to Provider the costs incurred by Provider in performing the Services performed by Provider (including the proportion of time spent by Environmental Personnel to provide the Services based on their salaries and benefits) plus a five percent (5%) margin on such costs ("***Fees***"). Fees will be invoiced monthly, payable net 30 days. Provider will procure third-party services or supplies only to the extent and as directed by Service Recipient and not as the Service Recipient's agent. Any such third-party agreement will be made directly by the Service Recipient and third party as counterparties.
Services Term; Termination	The Services shall be performed at each Site until the earliest of any of the following: (1) a "no further action" letter has been obtained from the applicable regulator (2) the applicable remediation and reclamation work at such Site is completed, or (3) five (5) years after the date of the Services Agreement. The Service Recipient can terminate some or all of the Services at any or all of the Sites, in any of the Service Recipient's sole discretion, by providing written notice to Provider, such termination to be effective ten (10) days after Provider receives written notice of such termination. The Services Agreement may be terminated by either Party by giving thirty (30) days'

	written notice to the other Party, if the non-terminating Party has breached any of its material obligations contained in this Term Sheet, which breach cannot be or has not been cured within thirty (30) days after the giving of notice by the terminating Party to the non-terminating Party specifying such breach; which cure period may be extended to ninety (90) days if the breaching Party is taking diligent efforts to cure such breach.
Permitting and Site Conditions	Responsibility for Site permitting and conditions remains with the Service Recipient except to the extent Provider fails to comply with Service Recipient's reasonable and lawful directions. At the Service Recipient's direction, Provider shall assist Service Recipient in the proper handling, storage, transportation and/or disposal of any waste or hazardous materials in accordance with all applicable federal, state and local laws and regulations. Service Recipient shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow Provider to complete the Services in a timely manner. In no event shall Provider take title to, ownership of, or be liable for disposal or remediation costs associated with any waste or hazardous materials related to the Services. Any and all Environmental Permits shall be applied for, obtained and maintained by or on behalf of Service Recipient in its own name.

[*Remainder of the page left intentionally blank*]

EXHIBIT K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
IMERYS TALC AMERICA, INC., *et al.*,[1]	:	Case No. 19-10289 (LSS)
Debtors.	:	(Jointly Administered)
	:	**Ref. Docket Nos. 1718, 1950, [__]**

ORDER (I) APPROVING THE DEBTORS' DESIGNATION OF MAGRIS RESOURCES CANADA INC. AS STALKING HORSE BIDDER AND RELATED BID PROTECTIONS AND (II) GRANTING RELATED RELIEF

In accordance with the *Order (I)(A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (II) Granting Related Relief* [Docket No. 1950] (as modified by the *Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2039], the *Second Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2189], and the *Third Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. [●]] (collectively, the "**Notices of Modified Dates**"), and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Bidding Procedures Order**");[2] and

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Imerys Talc America, Inc. (6358), Imerys Talc Vermont, Inc. (9050), and Imerys Talc Canada Inc. (6748). The Debtors' address is 100 Mansell Court East, Suite 300, Roswell, Georgia 30076.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order, or if not defined therein, then in the Stalking Horse Agreement (as defined herein), unless the context otherwise requires.

upon consideration of the *Notice of (I) Designation of Stalking Horse Bidder, (II) Filing of Stalking Horse Agreement and Proposed Sale Order and (III) Request for Approval of Bid Protections* [Docket No. [●]] (the "**Stalking Horse Notice**") filed by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**"), and the relevant terms and conditions of that certain Asset Purchase Agreement, dated as of October 13, 2020 (the "**Stalking Horse Agreement**"), among the Debtors and Magris Resources Canada Inc. (the "**Stalking Horse Bidder**"), attached as Exhibit A to the Stalking Horse Notice; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief granted herein is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that notice of the Stalking Horse Notice was appropriate and no other notice need be provided; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. Statutory Predicates. The predicates for the relief granted herein are sections 105, 363, 503, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014.

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[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Notice of Order. The Stalking Horse Notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of, and an opportunity to object to, the Debtors' entry into the Stalking Horse Agreement, including the Break-Up Fee, the Expense Reimbursement, and the Initial Minimum Overbid (as defined below) (collectively, the "**Bid Protections**") contemplated thereby, and provided a fair and reasonable opportunity for parties in interest to object, and to be heard, with respect to the proposed entry of this Order, and was provided in accordance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the applicable Local Rules, and the Bidding Procedures Order. Accordingly, no other or further notice with respect to such matters is necessary or shall be required.

C. Designation of Stalking Horse Bidder. Pursuant to the Bidding Procedures Order, the Debtors are authorized to, after consultation with the Consultation Parties and with the consent of the TCC and the FCR, select and designate one or more Potential Bidders to act as stalking horse bidder for up to substantially all of the Debtors' Assets, and agree to provide certain bid protections to such stalking horse bidder, subject to approval of this Court.

D. Stalking Horse Agreement. The Debtors and the Stalking Horse Bidder negotiated the Stalking Horse Agreement at arm's length and in good faith, without collusion, all within the meaning of section 363(m) of the Bankruptcy Code. The Debtors have determined, after consultation with the Consultation Parties and in their reasonable business judgment, that the Stalking Horse Agreement represents the highest or otherwise best offer the Debtors have received to date. Entry of this Order, including approval of the Debtors' entry into, and performance under, the Stalking Horse Agreement (subject to the solicitation of higher or otherwise better offers as provided in the Bidding Procedures and the Bidding Procedures Order) and the Bid Protections

contained therein, is in the best interests of the Debtors and their estates, creditors, and all other parties in interest.

E. Good Faith of Stalking Horse Bidder. The Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the Stalking Horse Bidder's negotiation of the Stalking Horse Agreement and the Bidding Procedures, subject to (1) compliance with the Bidding Procedures and (2) entry of the Sale Order.

F. Bid Protections. The Bid Protections, as set forth in the Stalking Horse Agreement, are: (1) commensurate to the real and substantial benefits conferred upon the Debtors' estates by the Stalking Horse Bidder; (2) reasonable and appropriate in light of the size and nature of the proposed sale contemplated by the Stalking Horse Agreement, the commitments that have been made by the Stalking Horse Bidder, and the efforts that have been and will be expended by the Stalking Horse Bidder; and (3) necessary to induce the Stalking Horse Bidder to continue to pursue such sale and continue to be bound by the Stalking Horse Agreement. The Bid Protections are an essential inducement to, and condition of, the Stalking Horse Bidder's entry into, and continuing obligations under, the Stalking Horse Agreement. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidder is unwilling to be bound to the terms of the Stalking Horse Agreement (including the obligation to maintain its committed offer in accordance with the terms of the Stalking Horse Agreement while such offer is subject to higher or otherwise better bids as contemplated by the Bidding Procedures). The Stalking Horse Bidder has provided a material benefit to the Debtors and their creditors by providing a baseline value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other Potential Bidders in

the sale process, thereby increasing the likelihood that the value of the Assets will be maximized through the Debtors' sale process.

G. Accordingly, the Bid Protections are (i) fair, reasonable and appropriate and designed to maximize value for the benefit of the Debtors' estates; and (ii) actual and necessary costs and expenses of preserving the Debtors' estates within the meanings of section 503(b) and 507(a) of the Bankruptcy Code; *provided*, *however*, no Bid Protections shall be payable, nor shall the Stalking Horse Bidder seek to compel payment of the Break-Up Fee and Expense Reimbursement other than as set forth in the Stalking Horse Agreement; *provided, further*, that nothing herein constitutes a waiver, limitation, or adverse determination regarding any request by the Stalking Horse Bidder for a claim under section 503(b)(3)(D) of the Bankruptcy Code solely with respect to the Bid Protections.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

I. Approval of Designation of the Stalking Horse Bidder

1. The Stalking Horse Agreement is authorized and approved in the form attached to the Stalking Horse Notice as Exhibit A as the stalking horse bid for the Assets (the "**Stalking Horse Bid**"). The Debtors are authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to enter into and perform under the Stalking Horse Agreement, subject to the solicitation of higher or otherwise better offers for the Assets and the terms and conditions set forth therein, in the Bidding Procedures Order, the Bidding Procedures and this Order.

2. All objections to the relief granted herein that have not been withdrawn, waived or settled are hereby overruled as to the relief granted herein. For the avoidance of doubt, objections to the Sale, entry of the Sale Order and provisions of the Stalking Horse Agreement, other than the designation of the Stalking Horse Bidder and the Bid Protections, are reserved and should be raised in accordance with and pursuant to the deadlines set forth in the Bidding Procedures Order.

3. The Stalking Horse Bidder shall be deemed a Qualified Bidder, and the Stalking Horse Bid shall be deemed a Qualified Bid, for all purposes under the Bidding Procedures Order and Bidding Procedures.

4. The Stalking Horse Agreement shall be binding and enforceable on the parties thereto in accordance with its terms. The failure to describe specifically or include any provision of the Stalking Horse Agreement or related documents in the Stalking Horse Notice or herein shall not diminish or impair the effectiveness of such provision as to such parties. The Stalking Horse Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, solely in accordance with the terms thereof, without further order of the Court; *provided*, *however*, that the parties may not amend the Purchase Price, Bid Protections, or make any other changes to the Stalking Horse Agreement which, taken as a whole, would be materially adverse to the Debtors without further order of this Court.

5. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Order, this Order does not approve or authorize the sale of the Assets or the assumption and assignment of executory contracts or unexpired real property leases under the Stalking Horse Agreement. Such approval and authorization (if any) is to be considered only at the Sale Hearing pursuant to the Bidding Procedures and Bidding Procedures Order.

II. Approval of the Bid Protections

6. The Bid Protections, as set forth in the Stalking Horse Agreement, are approved in their entirety. The Bid Protections and this Order shall be binding on the Debtors, their successors and assigns, and shall survive the termination of the Stalking Horse Agreement, appointment of a chapter 11 trustee or similar fiduciary, and dismissal or conversion of the Chapter 11 Cases; *provided, however*, that the obligation to pay or honor the Bid Protections shall be subject to the terms and conditions of the Stalking Horse Agreement.

7. The Debtors are authorized to pay (i) the Break-Up Fee in an amount equal to $3,345,000 (1.5% of the cash component of the Purchase Price), and (ii) the Expense Reimbursement, not to exceed $500,000, for reasonable and documented out-of-pocket costs and expenses (including expenses of outside counsel, accountants and financial advisors) incurred by the Stalking Horse Bidder in connection with, or related to, its evaluation, consideration, analysis, negotiation, and documentation of a possible transaction with the Debtors, or in connection with or related to the transactions contemplated by the Stalking Horse Agreement, in each case, as provided in the Stalking Horse Agreement, subject to the terms and conditions set forth therein, in the Bidding Procedures Order, the Bidding Procedures and this Order. The Break-Up Fee and the Expense Reimbursement shall be entitled to administrative expense status under sections 503(b) and 507(a)(2) of the Bankruptcy Code.

8. An initial minimum overbid amount of $100,000 (the "**Initial Minimum Overbid**") is approved, subject to the terms and conditions set forth in the Stalking Horse Agreement, the Bidding Procedures Order, the Bidding Procedures and this Order.

9. The Debtors and the Stalking Horse Bidder are granted all rights and remedies provided to them under the Stalking Horse Agreement, including, without limitation, the right to specifically enforce the Stalking Horse Agreement (including with respect to the Bid Protections and the Deposit) in accordance with its terms; *provided, however*, that the Break-Up Fee and Expense Reimbursement shall not be payable, nor shall the Stalking Horse Bidder seek to compel payment of the Break-Up Fee and Expense Reimbursement, prior to consummation of an Alternative Transaction.

III. Competing Bids

10. The Bid Deadline for submission of Bids for the Debtors' Assets is **November 10, 2020 at 4:00 p.m. (prevailing Eastern Time)**. The requirements for submitting a Qualified Bid

are set forth in the Bidding Procedures Order and the Bidding Procedures. Subject to entry of this Order, the value of the purchase price included in any Bid for assets subject to the Stalking Horse Bid must equal at least (i) $226,845,000, representing the value of the Purchase Price set forth in the Stalking Horse Bid, plus the amount of the Break-Up Fee and the Expense Reimbursement, plus (ii) the Initial Minimum Overbid of $100,000.

11. If one or more Qualified Bids for the assets subject to the Stalking Horse Bid are received by the Bid Deadline, the Debtors will conduct an Auction on **November 12, 2020 at 10:00 a.m. (prevailing Eastern Time)** or such other time as the Debtors will notify all Qualified Bidders with the reasonable consent of the TCC and the FCR. The Auction will be conducted virtually, through Zoom, GoToMeeting, WebEx or similar platform that allows parties to participate remotely.

12. A hearing to consider approval of the sale of the Debtors' Assets (the "**Sale Hearing**") will be held on **November 16, 2020 at 10:00 a.m. (prevailing Eastern Time)** at the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801. The deadline to file objections to the proposed sale is **November 2, 2020 at 4:00 p.m. (prevailing Eastern Time)**. For the avoidance of doubt, objections to any Cure Amount or to assumption and assignment of executory contracts or unexpired leases on any basis other than an Adequate Assurance Objection are due on or before the Cure Objection Deadline (each as defined in the Bidding Procedures Order).

13. Notwithstanding Bankruptcy Rule 6004(h) or otherwise, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Debtors and the Stalking Horse Bidder are authorized to take all reasonable actions necessary to effectuate the relief granted in this Order.

15. To the extent the automatic stay provisions of section 362 of the Bankruptcy Code would otherwise apply, such provisions are vacated and modified to the extent necessary to permit the parties to the Stalking Horse Agreement to exercise their termination rights thereunder in accordance with its terms, and deliver any notice contemplated thereunder, in each case, without further order of the Court.

16. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Stalking Horse Agreement, any purported termination of such Stalking Horse Agreement pursuant to the preceding paragraph 15, and the implementation of this Order.

EXHIBIT L

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-- x	
In re:	: Chapter 11
	:
IMERYS TALC AMERICA, INC., *et al.*,[1]	: Case No. 19-10289 (LSS)
	:
Debtors.	: (Jointly Administered)
	:
	: **Ref. Docket Nos. 1718 & 1950**
-- x	

ORDER (I) APPROVING SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (II) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH AND (III) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") for entry of an order (this "**Sale Order**") (i) approving the sale of all or substantially all of the Debtors' assets (collectively, the "**Assets**") free and clear of all liens, claims, encumbrances, and other interests, (ii) authorizing the assumption and assignment of certain of the Debtors' executory contracts and unexpired non-residential real property leases, and (iii) granting related relief, all as more fully set forth in the Motion; and this Court having entered the *Order (I)(A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (II) Granting Related Relief*

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1 The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Imerys Talc America, Inc. (6358), Imerys Talc Vermont, Inc. (9050), and Imerys Talc Canada Inc. (6748). The Debtors' address is 100 Mansell Court East, Suite 300, Roswell, Georgia 30076.

2 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined herein), or if not defined therein, in the Motion or the Bidding Procedures Order (as defined herein), as applicable.

[Docket No. 1950] (as modified by the *Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2039], the *Second Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2189], and the *Third Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. [●]] (collectively, the "**Notices of Modified Dates**"), the "**Bidding Procedures Order**") on June 30, 2020; and this Court having entered the Stalking Horse Order (as defined below) on October [29], 2020; [and the Auction having been held on November [12], 2020; and Magris Resources Canada Inc. (the "**Buyer**") having been selected as the Successful Bidder [at the conclusion of the Auction]; and upon the Buyer and the Debtors having entered into that certain Asset Purchase Agreement, dated as of October 13, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the "**Asset Purchase Agreement**"), a copy of which is attached hereto as Exhibit A; and this Court having reviewed the Motion and the Asset Purchase Agreement; and it appearing that proper and adequate notice of the Motion, the Bidding Procedures Order, and the Auction having been given to all parties entitled thereto, and that no other or further notice need be given; and a hearing having been held to consider the relief requested in the Motion (the "**Sale Hearing**"); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest and upon the record of the Sale Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

Jurisdiction, Final Order, and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105(a), 363 and 365 of title 11 of the United States Code (the "**Bankruptcy Code**"), rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the applicable Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"). The consummation of the transactions contemplated by the Asset Purchase Agreement and this Sale Order (collectively, the "**Transactions**") is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and the Debtors, on the one hand, and the Buyer (as defined herein) and its affiliates, on the other hand, have complied with all of the applicable requirements of such sections and rules in respect of the Transactions.

C. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

Notice of the Sale, Auction and the Cure Payments

D. As evidenced by the affidavits of service filed with this Court,[4] proper, timely, adequate, and sufficient notice of, inter alia, the Motion, the Bidding Procedures Order, the Assumption and Assignment Procedures, the Auction, the Sale Hearing, the Sale, and the transactions described in the Asset Purchase Agreement, and all deadlines related to the foregoing, has been provided to all parties entitled to receive such notice under the Bidding Procedures Order and applicable rules.

E. On July 28, 2020, August 28, 2020, and October [●]], 2020, the Debtors served the *Notice of Potential Assumption of Certain Executory Contracts or Unexpired Leases* [Docket No. 2040], the *Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 2142], and the *[Second Supplemental notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases*] [Docket No. [●]] (collectively, the "**Cure Notices**") on each of the counterparties to the Assumed Agreements and Assumed Real Property Leases in accordance with the Bidding Procedures Order. The service of the Cure Notices was sufficient under the circumstances and in full compliance with the Assumption and Assignment Procedures and the Bidding Procedures Order, and no further notice need be provided in respect of the Debtors' assumption and assignment to the Buyer of any Assumed Agreement (excluding any contracts that become Excluded Assets in accordance with the Asset Purchase Agreement after the date hereof, collectively, the "**Assigned Contracts**") or the Cure Payments for any Assigned Contract. All counterparties to the Assigned Contracts have

[4] *See* Docket Nos. [1739, 1954, 1970, 1973, 2085, and [●]].

had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Cure Payments. Service of the Cure Notices was appropriate and reasonably calculated to provide all counterparties to the Assigned Contracts with timely and proper notice of the potential assumption and assignment of the Assigned Contracts in connection with the sale of the Assets and the related Cure Payments.

F. On [●], 2020, the Debtors served the *Notice of Sale, Bidding Procedures, Auction, and Sale Hearing* [Docket No. [●]] (the "**Auction and Sale Notice**") on all parties required to receive such notice under the Bidding Procedures Order and applicable rules, and published such notice in the national editions of *The Wall Street Journal* and *The Globe and Mail* and the website maintained by the Debtors' claims and noticing agent, Prime Clerk LLC. Such publication of the Auction and Sale Notice conforms to the requirements of the Bidding Procedures Order and Bankruptcy Rules 2002(l) and 9008, and was reasonably calculated to provide notice to any affected party and afford any affected party the opportunity to exercise any rights related to the Motion and the relief granted by this Sale Order. Service and publication of the Auction and Sale Notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Purchased Assets, including the proposed sale of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests, the Sale, the Bidding Procedures, the Auction, and the Sale Hearing.

G. The Debtors filed the *Notice of Successful Bidder* [Docket No. [●]] (the "**Notice of Successful Bidder**") with this Court on [●], 2020, and served such notice on all parties required to receive such notice under the Bidding Procedures Order and applicable rules. Such notice was appropriate and reasonably calculated to provide all interested parties with timely and

proper notice of the [cancellation / conclusion] of the Auction and the identity of the Successful Bidder [and Backup Bidder].

H. The notice described in the foregoing paragraphs is due, proper, timely, adequate, and sufficient notice of the Motion, the Auction, the Bidding Procedures Order, the Sale Hearing, the assumption and assignment of the Assigned Contracts to the Buyer, the Sale, and the entry of this Sale Order, and has been provided to all parties in interest. Such notice was, and is, good, sufficient, and appropriate under the circumstances of these Chapter 11 Cases, provided a fair and reasonable opportunity for parties in interest to object, and to be heard, with respect thereto, and was provided in accordance with sections 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, and 9014, and the applicable Local Rules, and in compliance with the Bidding Procedures Order. Accordingly, no other or further notice with respect to such matters is necessary or shall be required.

The Stalking Horse Bid

I. Pursuant to the Bidding Procedures Order, the Debtors were authorized (but not required) to exercise their business judgment, in consultation with the Consultation Parties and with the consent of the TCC and FCR, to (i) select and designate one or more Potential Bidders to act as a Stalking Horse Bidder for up to substantially all of the Assets, (ii) negotiate the terms of, and enter into a Stalking Horse Agreement, and (c) agree to certain bid protections for the benefit of such Stalking Horse Bidder, subject to approval of the Court after notice and an opportunity to object.

J. After extensive, arm's length, good faith negotiations among the Debtors and the Buyer, and their respective advisors, in accordance with the Bidding Procedures and the Bidding Procedures Order, on October 13, 2020, the Debtors and the Buyer finalized the Asset Purchase

Agreement wherein the Debtors and the Buyer agreed that the Buyer would serve as the Stalking Horse Bidder for the Purchased Assets, and the Transactions contemplated by the Asset Purchase Agreement would serve as the Stalking Horse Bid, subject to entry of the Stalking Horse Order.

K. On October 13, 2020, the Debtors filed with the Court, and served on the Transaction Notice Parties, the *Notice of (I) Designation of Stalking Horse Bidder, (II) Filing of Stalking Horse Agreement and Proposed Sale Order and (III) Request for Approval of Bid Protections* [Docket No. [●]] (the "**Stalking Horse Notice**"). [No objections were filed to the Stalking Horse Notice.] On October [29], 2020, this Court entered the *Order (I) Approving Debtors' Designation of Magris Resources Canada Inc. as Stalking Horse Bidder and Related Bid Protections and (II) Granting Related Relief* [Docket No. [●]] (the "**Stalking Horse Order**"), approving, among other things, (i) the Debtors' entry into the Asset Purchase Agreement with the Buyer, (ii) the designation of the Buyer as the Stalking Horse Bidder for the Purchased Assets, and (iii) the Bid Protections (as defined and further described in the Stalking Horse Order).

Business Judgment

L. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Sale and the other transactions contemplated by the Asset Purchase Agreement and the Transaction Documents, including, without limitation, the assumption, assignment, and/or transfer of the Assigned Contracts pursuant to sections 105, 363, and 365 of the Bankruptcy Code, prior to and outside of a plan of reorganization, and such action is an appropriate exercise of each Debtor's business judgment and in the best interests of the Debtors, their estates, and their creditors. The Debtors have determined that entry into the Asset Purchase Agreement and the Sale of the Purchased Assets to the Buyer present the best opportunity to maximize the value of the Debtors' estates.

Marketing and Sale Process

M. The Debtors and their professionals, agents, and other representatives have marketed the Debtors' Assets and conducted all aspects of the sale process at arm's length, in good faith, and in compliance with the Bidding Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Debtors' Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures and the Auction were duly noticed, were substantively and procedurally fair to all parties, and were conducted in a diligent, non-collusive, fair and good-faith manner. The Asset Purchase Agreement constitutes the best and highest offer for the Debtors' Assets.

Good Faith of the Buyer; No Collusion

N. The Buyer is purchasing the Purchased Assets for value in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and therefore is entitled to, and granted pursuant to paragraph 32 below, the full rights, benefits, privileges, immunities and protections of that provision, and has otherwise proceeded in good faith in all respects in connection with the Transaction in that, among other things: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Assets; (ii) the Buyer complied in good faith in all respects with the provisions in the Bidding Procedures and the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bidding process set forth in the Bidding Procedures; (iv) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed; and (v) the negotiation and execution of the Asset Purchase Agreement and the other Transaction Documents were at arm's length and in good faith.

O. None of the Debtors, the Buyer, any other party in interest, or any of their respective Representatives has engaged in any conduct that would cause or permit the Asset Purchase Agreement or any of the Transaction Documents, or the consummation of the Transaction, to be avoidable or avoided, or for costs or damages to be imposed, under section 363(n) of the Bankruptcy Code, or has acted in bad faith or in any improper or collusive manner with any Person in connection therewith.

Highest or Otherwise Best Offer

P. The Debtors [conducted the Auction in accordance with, and] have [otherwise] complied in all material respects with[,] the Bidding Procedures Order. The Debtors and their advisors adequately marketed the Purchased Assets, and the process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any party to make a higher or otherwise better offer to purchase the Purchased Assets.

Q. In accordance with the Bidding Procedures, the Bid submitted by the Buyer was deemed a Qualified Bid and the Buyer was eligible to participate in the Auction for the Assets as a Qualified Bidder. [Other than the Stalking Horse Bid, no Qualified Bids were submitted for the Purchased Assets by the Bid Deadline. As such, the Debtors, in consultation with the Consultation Parties and with the consent of the TCC and the FCR, cancelled the Auction and the Buyer was deemed to be the Successful Bidder in accordance with the Bidding Procedures.] [The Debtors evaluated each Qualified Bid and each Overbid submitted at the Auction prior to selecting the Buyer as the Successful Bidder in accordance with the Bidding Procedures.] [No other Person has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Buyer.] The Asset Purchase Agreement constitutes the highest or otherwise best offer for the

Purchased Assets and represents fair and reasonable consideration to the Debtors for the Purchased Assets under the circumstances of these Chapter 11 Cases.

No Fraudulent Transfer

R. The Asset Purchase Agreement and the other Transaction Documents were not entered into, and the Transaction is not being consummated, for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors under applicable law, and none of the parties to the Asset Purchase Agreement or parties to any of the Transaction Documents are consummating the Transaction with any fraudulent or otherwise improper purpose. The Purchase Price for the Purchased Assets constitutes full and adequate consideration, is fair and reasonable, and constitutes reasonably equivalent value, fair consideration, and fair value under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law.

Validity of Transfer

S. The Debtors have full corporate power and authority (i) to perform all of their obligations under the Asset Purchase Agreement and the Transaction Documents and (ii) to consummate the Transaction. Subject to the entry of this Sale Order, no further consents or approvals are required for the Debtors to consummate the Transaction or otherwise perform their obligations under the Asset Purchase Agreement or the Transaction Documents, except, in each case, as otherwise expressly set forth in the Asset Purchase Agreement or other Transaction Documents.

T. As of the Closing Date, the transfer of the Purchased Assets to the Buyer, including, without limitation, the assumption, assignment, and transfer of the Assigned Contracts, will be a legal, valid, and effective transfer thereof, and will vest the Buyer with all right, title, and interest

of the Debtors in and to the Purchased Assets, free and clear of all Interests (as defined below) (other than Permitted Liens and Assumed Liabilities) accruing or arising any time prior to the Closing Date, except as expressly set forth in the Asset Purchase Agreement.

Section 363(f) Is Satisfied

U. The Debtors may sell or otherwise transfer the Purchased Assets free and clear of all Interests (other than Permitted Liens and Assumed Liabilities) because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Interests against the Debtors, their estates, or any of the Purchased Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Interests who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by the terms of this Sale Order, including, as applicable, by having their Interests, if any, attach to the proceeds of the Sale attributable to the Purchased Assets in which such creditor alleges or asserts an Interest, in the same order of priority, with the same validity, force, and effect, that such creditor had against the Purchased Assets immediately prior to consummation of the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

V. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Transaction contemplated thereby if (i) the Sale, including the assumption, assignment, and transfer of the Assigned Contracts to the Buyer, was not free and clear of all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities), or (ii) the Buyer or any of its Affiliates, past, present and future members or shareholders, lenders, subsidiaries, parents, divisions, agents, Representatives, insurers, attorneys, successors and

assigns, or any of its or their respective directors, managers, officers, employees, agents, Representatives, attorneys, advisors, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (each a "**Buyer Party**") would, or in the future could, be liable for any of such Interests, including any successor or transferee liability (other than Permitted Liens and Assumed Liabilities). Not transferring the Purchased Assets free and clear of all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities), including rights or claims based on any successor or transferee liability, would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Interests would be of substantially less benefit to the Debtors' estates.

W. As used in this Sale Order, the terms "Interest" and "Interests" include all of the following, in each case, to the extent against or with respect to the Debtors, or in, on, or against, or with respect to any of the Purchased Assets:

i. encumbrances, charges, liens (whether consensual, statutory, possessory, judicial, or otherwise), claims, mortgages, leases, subleases, licenses, hypothecations, deeds of trust, pledges, levies, security interests or similar interest, title defect, options, hypothecations, rights of use or possession, rights of first offer or first refusal (or any other type of preferential arrangement), profit sharing interests, rights of consent, restrictive covenants, encroachments, servitude, restrictions on transferability of any type, charge, easement, right of way, restrictive covenant, transfer restriction under any shareholder agreement, judgment, conditional sale or other title retention agreement, any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Purchased Assets, or any similar rights, or other imposition, imperfection or defect of title or restriction on transfer or use of any nature whatsoever (collectively, "**Liens**");

ii. any and all claims as defined in section 101(5) of the Bankruptcy Code and jurisprudence interpreting the Bankruptcy Code, causes of actions, payments, charges, judgments, assessments, losses, monetary damages, penalties, fines, fees, interest obligations, deficiencies, debts, obligations, costs and expenses and other liabilities (whether absolute, accrued,

contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise), including, without limitation: (1) any and all claims or causes of action based on or arising under any labor, employment or pension laws, labor or employment agreements, including any employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA (as defined herein), (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code and of any similar state law (collectively, "**COBRA**"), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101 et seq.); (2) any rights under any pension or multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, "**ERISA**"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (3) any and all claims or causes of action based upon or relating to any putative successor or transferee liability; (4) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor affiliate; (5) any Excluded Assets; (6) any and all claims or causes of action based upon or relating to any unexpired and executory contract or unexpired lease that is not an Assigned Contract that will be assumed and assigned pursuant to this Order and the Asset Purchase Agreement; (7) any and all claims or causes of action based upon or relating to any bulk sales, transfer taxes or similar law; (8) any and all claims or causes of action based upon or relating to any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtor Assets prior to the Closing, including, without limitation, any ad valorem taxes assessed by any applicable taxing authority; (9) Talc Personal Injury Claims (as defined in the Plan (as may be amended)) and Talc Personal Injury Demands (as defined in the Plan (as may be amended)); (10) any other Excluded Liabilities under the Asset Purchase Agreement; and (11) any and all other claims, causes of action, proceedings, warranties, guaranties, rights of recovery, setoff, recoupment, rights, remedies, obligations, liabilities, counterclaims, cross-claims, third party claims,

demands, restrictions, responsibilities, or contribution, reimbursement, subrogation, or indemnification claims or liabilities based on or relating to any act or omission of any kind or nature whatsoever asserted against any of the Debtors or any of their respective affiliates, directors, officers, agents, successors or assigns in connection with or relating to the Debtors, their operations, their business, their liabilities, the Debtors' marketing and bidding process with respect to the Assets, the Assigned Contracts, or the Transactions contemplated by the Asset Purchase Agreement (collectively, "**Claims**"); and

iii. without limiting any of the foregoing, any other interest that the Debtors may sell property free and clear of pursuant to section 363(f) of the Bankruptcy Code (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Case, and whether imposed by agreement, understanding, applicable Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability) (items (i), (ii) and (iii) above are collectively, "**Interests**").

Not a Successor; Not a Sub Rosa Plan

X. The Buyer and the Buyer Parties are not, and shall not be deemed to, as a result of any action taken in connection with the Transaction: (1) be a successor to or a mere continuation or substantial continuation (or other such similarly situated party) to the Debtors or their estates (other than with respect to the Assumed Liabilities as expressly stated in the Asset Purchase Agreement); or (2) have, *de facto* or otherwise, merged or consolidated with or into the Debtors. Neither the Buyer nor any Buyer Party shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, other than to the extent expressly provided in the Asset Purchase Agreement or in this Sale Order.

Y. The Sale does not constitute a *de facto* plan of reorganization or liquidation or an element of such a plan for the Debtors, as it does not and does not propose to: (i) impair or restructure existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting

rights with respect to any current or future plan proposed by the Debtors; (iii) circumvent chapter 11 plan safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (iv) classify claims or equity interests, compromise controversies, or extend debt maturities.

Assumption, Assignment and/or Transfer of the Assigned Contracts

Z. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the Buyer, in each case, in connection with the consummation of the Transaction and (ii) that the assumption and assignment of the Assigned Contracts to the Buyer is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Assigned Contracts being assigned to the Buyer are an integral part of the Purchased Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Assigned Contracts are reasonable and enhance the value of the Debtors' estates. Each and every provision of the documents governing the Purchased Assets or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any of the Purchased Assets, if any, have been or will be satisfied or are otherwise unenforceable under section 365 of the Bankruptcy Code. Any non-Debtor counterparty to an Assigned Contract that has not filed with this Court an objection to such assumption and assignment in accordance with the terms of the Bidding Procedures Order is deemed to have consented to such assumption and assignment.

AA. To the extent necessary or required by applicable law, the Debtors (or the Buyer on behalf of the Debtors) has or will have as of the Closing Date: (i) cured, or provided adequate assurance of cure, of any default existing prior to the Closing Date with respect to the Assigned Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) provided compensation, or adequate assurance of compensation, to any party for any actual

pecuniary loss to such party resulting from such default with respect to such Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The respective amounts set forth on Schedule 1 attached to each of the Cure Notices (or any Supplemental Cure Notice served in accordance with the Assumption and Assignment Procedures or any order of this Court) are the sole amounts necessary under sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code to cure any and all defaults under the Assigned Contracts under section 365(b) of the Bankruptcy Code and, upon payment of the Cure Costs the Debtors shall have no further liability under the Assigned Contracts whatsoever.

BB. The promise of the Buyer to perform the obligations first arising under the Assigned Contracts after their assumption and assignment to the Buyer constitutes adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Assigned Contracts. Any objections to the foregoing, the determination of any Cure Payments, or otherwise related to or in connection with the assumption, assignment, or transfer of any of the Assigned Contracts to the Buyer are hereby overruled on the merits or otherwise treated as set forth in paragraph 3 below. Those non-Debtor counterparties to Assigned Contracts who did not object to the assumption, assignment, or transfer of their applicable Assigned Contract, or to their applicable Cure Payment, are deemed to have consented thereto for all purposes of this Sale Order.

CC. The Buyer shall maintain certain rights to modify the list of the Assigned Contracts, after the date of this Sale Order in accordance with the terms of the Asset Purchase Agreement. Such modification rights include, but are not limited to, the right of the Buyer, subject to the terms of the Asset Purchase Agreement, to amend or revise the Assumed Contracts and

Leases Schedule in order to add or eliminate any assignable Non-Real Property Contract or Real Property Lease to or from such schedule. The Buyer would not have agreed to the Transaction without such modification rights. The notice and opportunity to object provided to counterparties to the Assigned Contracts and to other parties in interest, as set forth in the Assumption and Assignment Procedures, fairly and reasonably protects any rights that such counterparties and other parties in interest may have with respect to such Non-Real Property Contracts or Real Property Leases.

Compelling Circumstances for an Immediate Sale

DD. To maximize the value of the Purchased Assets and resources in these Chapter 11 Cases, it is essential that the Sale of the Purchased Assets be approved and consummated promptly. Accordingly, there is cause to waive the stay requirements contemplated by Bankruptcy Rules 6004 and 6006 with regards to the Transaction contemplated by this Sale Order, the Asset Purchase Agreement, and the Transaction Documents.

EE. The consummation of the Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105, 363, and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The Motion, and the relief requested therein, is granted and approved, and the Transaction contemplated thereby and by the Asset Purchase Agreement and the other Transaction Documents is approved, in each case as set forth in this Sale Order.

2. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order and the Stalking Horse Order are incorporated herein by reference.

3. All objections to the Motion or the relief requested therein, including the assumption and assignment of the Assigned Contracts and the Cure Payments related thereto, that have not been withdrawn, waived, resolved, adjourned, or otherwise settled as set forth herein, as announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby denied and overruled on the merits. Those parties who did not object to the Motion or the entry of this Sale Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including, without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

Approval of Asset Purchase Agreement; Binding Nature

4. The Asset Purchase Agreement and the other Transaction Documents, and all of the terms and conditions thereof, are hereby approved as set forth herein.

5. The consideration provided by the Buyer for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law, and the Transaction may not be avoided or rejected by any Person, or costs or damages imposed or awarded against the Buyer or any Buyer Party, under section 363(n) or any other provision of the Bankruptcy Code.

6. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to, and shall, take any and all actions necessary or appropriate to

(a) consummate the Transaction, including the Sale, pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement and the other Transaction Documents and otherwise comply with the terms of this Sale Order, and (b) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their obligations as contemplated by the Asset Purchase Agreement and the other Transaction Documents, in each case without further notice to or order of this Court. The Transaction authorized herein shall be of full force and effect, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement or any other Transaction Document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Sale Order; *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

7. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any Claim(s) (whether known or unknown) against the Debtors, all holders of Interests (whether known or unknown) against, in or on all or any portion of the Purchased Assets, all non-Debtor parties to the Assigned Contracts, the Buyer, the Buyer Parties, and all successors and assigns of the foregoing, including, without limitation, any trustee, if any, subsequently appointed in these Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of these Chapter 11 Cases, or other plan fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in the Debtors' bankruptcy cases, or any other Person.

Transfer of Assets Free and Clear of Interests; Injunction

8. Pursuant to sections 105(a), 363(b), 363(f), 365(a), 365(b), and 365(f) of the Bankruptcy Code, the Debtors are authorized and directed to transfer the Purchased Assets, including but not limited to the Assigned Contracts, to the Buyer on the Closing Date in accordance with the Asset Purchase Agreement and the other Transaction Documents. Upon the Debtors' receipt of the Purchase Price (including the Deposit) and as of the Closing Date, such transfer shall constitute a legal, valid, binding, and effective transfer of, and shall vest the Buyer with all right, title and interest to such Purchased Assets free and clear of any and all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities).

9. All such Interests (other than Permitted Liens and Assumed Liabilities) shall attach solely to the proceeds of the Sale with the same validity, priority, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto. This Sale Order shall be effective as a determination that, on and as of the Closing, all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities) have been unconditionally released, discharged, and terminated in, on, or against the Purchased Assets (but not the proceeds thereof). The provisions of this Sale Order authorizing and approving the transfer of the Purchased Assets free and clear of Interests shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

10. Except as expressly permitted by the Asset Purchase Agreement or this Sale Order, all Persons holding Interests (other than the Permitted Liens and Assumed Liabilities) of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date are hereby

forever barred, estopped, and permanently enjoined from asserting their respective Interests against the Buyer or any Buyer Party, and each of its or their respective property and assets, including, without limitation, the Purchased Assets.

11. On and after the Closing Date, the Buyer shall be authorized to execute and file such documents, and to take all other actions as may be necessary, on behalf of each holder of an Interest (other than Permitted Liens and Assumed Liabilities) to release, discharge, and terminate such Interests in, on and against the Purchased Assets (but not the proceeds thereof) as provided for herein, as such Interests may have been recorded or may otherwise exist. On and after the Closing Date, and without limiting the foregoing, the Buyer shall be authorized to file termination statements, mortgage releases or lien terminations, or any other such comparable documents in any required jurisdiction to remove any mortgage, record, notice filing, or financing statement recorded to attach, perfect, or otherwise notice any Interest that is extinguished or otherwise released pursuant to this Sale Order. This Sale Order constitutes authorization under all applicable jurisdictions and versions of the Uniform Commercial Code and other applicable law for the Buyer to file UCC and other applicable termination statements with respect to all security interests in, liens on, or other Interests (other than Permitted Liens and Assumed Liabilities) in the Purchased Assets (but not the proceeds thereof).

12. On and after the Closing, the Persons holding an Interest (other than Permitted Liens or Assumed Liabilities) shall execute such documents and take all other actions as may be reasonably necessary to release their respective Interests in the Purchased Assets (but not the proceeds thereof), as such Interests may have been recorded or otherwise filed. The Buyer may, but shall not be required to, file a certified copy of this Sale Order in any filing or recording office in any federal, state, county, or other jurisdiction in which any of the Debtors are incorporated or

has real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder, and such filing or recording shall be accepted and shall be sufficient to release, discharge, and terminate any of the Interests as set forth in this Sale Order as of the Closing Date. All Persons that are in possession of any portion of the Purchased Assets on the Closing Date shall promptly surrender possession thereof to the Buyer at the Closing.

13. The transfer of the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement and Transaction Documents does not require any consents other than specifically provided for in the Asset Purchase Agreement or as provided for herein.

14. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer to the Buyer of the Purchased Assets and the Debtors' interests in the Purchased Assets acquired by the Buyer under the Asset Purchase Agreement. This Sale Order is and shall be effective as a determination that, on the Closing Date, all Interests of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date (other than Permitted Liens and Assumed Liabilities), shall have been unconditionally released, discharged, and terminated to the fullest extent permitted by applicable law, and that the conveyances described herein have been effected. This Sale Order is and shall be binding upon and govern the acts of all entities (including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials) who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease. Each of the foregoing entities shall accept for filing any and all of the documents and instruments

necessary and appropriate to release, discharge, and terminate any of the Interests or to otherwise consummate the Transaction contemplated by this Sale Order, the Asset Purchase Agreement, or any Transaction Document.

Assigned Contracts; Cure Payments

15. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing Date, the Debtors' assumption, assignment and transfer to the Buyer of the Assigned Contracts is hereby authorized and approved in full subject to the terms set forth below.

16. Upon and as of the Closing, the Debtors are authorized and empowered to, and shall, assume, assign, and/or transfer each of the Assigned Contracts to the Buyer free and clear of all Interests (other than Permitted Liens and Assumed Liabilities); *provided, however*, to the extent that the Buyer exercises its right under the Asset Purchase Agreement to eliminate any Assigned Contract from the Assumed Contracts and Leases Schedule prior to the Closing Date, such contract shall not be assumed or assigned by the Debtors, unless otherwise assumed in accordance with the Plan. The payment of the applicable Cure Payments (if any), or the reservation by the Debtors (or the Buyer on behalf of the Debtors) of an amount of cash that is equal to the lesser of (i) the amount of any cure or other compensation asserted by the applicable counterparty to such Assigned Contract as required under section 365 of the Bankruptcy Code or (ii) the amount approved by order of this Court to reserve for such payment (such lesser amount, the "**Alleged Cure Claim**") shall, pursuant to section 365 of the Bankruptcy Code and other applicable law, (a) effect a cure, or provide adequate assurance of cure, of all defaults existing thereunder as of the Closing Date and (b) compensate, or provide adequate assurance of compensation, for any actual pecuniary loss to such non-Debtor party resulting from such default. Accordingly, on and as of the Closing Date,

other than such payment or reservation, neither the Debtors nor the Buyer shall have any further liabilities or obligations to the non-Debtor parties to the Assigned Contracts with respect to, and the non-Debtor parties to the Assigned Contracts shall be forever barred, estopped and permanently enjoined from seeking, any additional amounts or Claims that arose, accrued, or were incurred at any time on or prior to the Closing Date on account of the Debtors' cure or compensation obligations arising under section 365 of the Bankruptcy Code. The Buyer has provided adequate assurance of future performance under the relevant Assigned Contracts within the meaning of section 365(f) of the Bankruptcy Code.

17. The rights of the Buyer to modify the list of the Assigned Contracts after the date of this Sale Order subject to the terms of the Asset Purchase Agreement and any applicable deadline under the Bankruptcy Code (including confirmation of the Plan) are hereby approved. Moreover, with respect to any Non-Real Property Contracts or Real Property Leases that are not assumed and assigned to the Buyer on [●] and provided such Non-Real Property Contract or Real Property Lease has not been rejected by the Debtors after [●] pursuant to section 365 of the Bankruptcy Code, upon written notice from the Buyer to the Debtors at any time after [●], the Debtors are hereby authorized to take all actions reasonably necessary to assume and assign to the Buyer, pursuant to section 365 of the Bankruptcy Code, any such Non-Real Property Contract and/or Real Property Lease as set forth in such notice with the proposed Cure Payment applicable thereto, which shall be determined by this Court after notice and a hearing in the event of a dispute, satisfied in accordance with the Asset Purchase Agreement. Notwithstanding anything in this Sale Order to the contrary, on the date any such Non-Real Property Contract or Real Property Lease is assumed and assigned to the Buyer, such Non-Real Property Contract or Real Property Lease shall

thereafter be deemed an Assigned Contract and a Purchased Asset for all purposes under this Sale Order, the Asset Purchase Agreement, and any other Transaction Documents.

18. To the extent any provision in any Assigned Contract assumed or assumed and assigned (as applicable) pursuant to this Sale Order (including, without limitation, any "change of control" provision) (a) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption or assignment or (b) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (i) the commencement of these Chapter 11 Cases, (ii) the insolvency or financial condition of the Debtors at any time before the closing of these Chapter 11 Cases, (iii) the Debtors' assumption or assumption and assignment (as applicable) of such Assigned Contract, or (iv) the consummation of the Transaction, then such provision shall be deemed modified so as to not entitle the non-Debtor party thereto to prohibit, restrict, or condition such assumption or assignment, to modify or terminate such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including, without limitation, any such provision that purports to allow the non-Debtor party thereto to recapture such Assigned Contracts, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

19. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assigned Contracts have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors

in and under the Assigned Contracts free and clear of any Interest (other than Permitted Liens and Assumed Liabilities), and each Assigned Contract shall be fully enforceable by the Buyer in accordance with its respective terms and conditions, except as limited or modified by the provisions of this Sale Order. Upon and as of the Closing, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and, accordingly, the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts. The Buyer shall have no liability arising or accruing under the Assigned Contracts on or prior to the Closing Date, except as otherwise expressly provided in the Asset Purchase Agreement or this Sale Order.

20. To the extent a non-Debtor party to an Assigned Contract failed to timely object to a Cure Payment in accordance with the Bidding Procedures Order, such Cure Payment shall be deemed to be finally determined and any such non-Debtor party shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Payment at any time, and such Cure Payment, when paid, shall be deemed to resolve any defaults or other breaches with respect to any Assigned Contract to which it relates. Unless as otherwise set forth in this Sale Order or the Asset Purchase Agreement, the non-Debtor parties to the Assigned Contracts are barred from asserting against the Debtors, their estates, the Buyer and the Buyer Parties, any default or unpaid obligation allegedly arising or occurring before the Closing Date, any pecuniary loss resulting from such default, or any other obligation under the Assigned Contracts arising or incurred prior to the Closing Date, other than the applicable Cure Payments. Upon the payment of the applicable Cure Payments or the reservation of the Alleged Cure Claims, if any, the Assigned Contracts will remain in full force and effect, and no default shall exist, or be deemed to exist, under the Assigned Contracts as of the Closing Date nor shall there exist, or be deemed to exist,

any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

21. All counterparties to the Assigned Contracts shall be deemed to have consented to such assumption and assignment under section 365(c)(1)(B) of the Bankruptcy Code and the Buyer shall enjoy all of the Debtors' rights, benefits, and privileges under each such Assigned Contract as of the applicable date of assumption and assignment without the necessity to obtain any non-Debtor parties' written consent to the assumption or assignment thereof.

22. Upon payment of the Cure Payments, no default or other obligations arising prior to the Closing Date shall exist under any Assigned Contract, and each non-Debtor party is forever barred and estopped from (a) declaring a default by the Debtors or the Buyer under such Assigned Contract, (b) raising or asserting against the Debtors or the Buyer (or any Buyer Party), or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts or arising by reason of the closing of the Sale, or (c) taking any other action against the Buyer or any Buyer Party as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assigned Contract, in each case, in connection with the Sale.

23. Nothing in this Sale Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtors that any Assigned Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code. Specifically, and notwithstanding anything to the contrary, nothing in this Order, the Motion, or the Cure Notices shall be construed as a determination that any of the unpatented mining claims with the Bureau of Land Management included in the Supplemental Cure Notice, are (or are related to) executory

contracts or leases governed by section 365 of the Bankruptcy Code. The parties reserve all rights with respect thereto.

24. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions or of their respective rights to enforce every term and condition of the Assigned Contracts.

Additional Injunction; No Successor Liability

25. Effective upon the Closing Date and except as expressly set forth in the Asset Purchase Agreement with respect to Permitted Liens and Assumed Liabilities, all Persons are forever barred, estopped, and permanently enjoined from asserting against the Buyer or any Buyer Party any Interest of any kind or nature whatsoever such Person had, has, or may have against or in the Debtors, their estates, officers, directors, managers, shareholders, or the Purchased Assets, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) to collect or recover, (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order, (iii) creating, perfecting, or enforcing any Interest, (iv) asserting any right of subrogation, setoff or recoupment of any kind, (v) commencing or continuing any action in any manner or place, that does not comply with or is inconsistent with the provisions of this Sale Order, other orders of this Court, the Asset Purchase Agreement, the other Transaction Documents or any other agreements or actions contemplated or taken in respect thereof, including, without limitation and for the avoidance of doubt, any action related to Talc Personal Injury Claims (as defined in the Plan (as may be amended)) or Talc Personal Injury Demands (as defined in the Plan (as may be amended)), or (vi) revoking, terminating, failing, or refusing to transfer or renew any license, permit, or

authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets in connection with the Sale, in each case, as against the Buyer or any Buyer Party or any of its or their respective property or assets, including the Purchased Assets.

26. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Buyer as of the Closing Date.

27. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale. Each and every federal, state, and local governmental agency or department is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale set forth in the Asset Purchase Agreement.

28. Subject to the terms, conditions, and provisions of this Sale Order, all Persons are hereby forever prohibited and barred from taking any action that would adversely affect or interfere (a) with the ability of the Debtors to sell and transfer the Purchased Assets to Buyer in accordance with the terms of the Asset Purchase Agreement, any other Transaction Document and this Sale Order, and (b) with the ability of the Buyer to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Asset Purchase Agreement, any other Transaction Document and this Sale Order.

29. Notwithstanding any action taken in connection with the Transaction contemplated by the Asset Purchase Agreement or the Transaction Documents, or the operation and use of the Purchased Assets acquired from the Debtors, it shall be deemed that the Buyer (i) is not the successor of the Debtors, (ii) has not, *de facto*, or otherwise, merged with or into the Debtors, (iii) is not a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors, (iv) is not a successor employer as defined in the Code or by the U.S. National Labor Relations Board or under other applicable Law, and (v) is not liable for any acts or omissions of the Debtors in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in the Asset Purchase Agreement. Except as otherwise provided in the Asset Purchase Agreement or this Sale Order, the Buyer shall not be liable for or any of the Debtors' predecessors or Affiliates, and the Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any Liabilities of the Debtors arising prior to the Closing Date.

30. Except as expressly set forth in the Asset Purchase Agreement with respect to Permitted Liens and Assumed Liabilities, the transfer of the Purchased Assets, including, without limitation, the assumption, assignment, and transfer of any Assigned Contract, to the Buyer shall not cause or result in, or be deemed to cause or result in, the Buyer or any Buyer Party having any liability, obligation, or responsibility for, or any Purchased Assets being subject to or being recourse for, any Interest whatsoever, whether arising under any doctrines of successor, transferee, or vicarious liability or any kind or character, including, but not limited to, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, tort, product liability, employment, *de facto* merger, substantial

continuity, or other law, rule, or regulation, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, breach of fiduciary duty, aiding or abetting breach of fiduciary duty, or otherwise, whether at law or in equity, directly or indirectly, and whether by payment or otherwise. No Buyer or Buyer Party shall be deemed to have expressly or implicitly assumed any of the Debtors' liabilities (other than a Permitted Lien or Assumed Liability expressly set forth in the Asset Purchase Agreement).

31. Except as otherwise provided herein or in the Asset Purchase Agreement, the transfer of the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement shall not result in the Buyer, the Buyer Parties or the Purchased Assets having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any claim against the Debtors or against any insider of the Debtors or Interests (other than Permitted Liens and Assumed Liabilities).

Good Faith

32. The Transaction contemplated by this Sale Order, the Asset Purchase Agreement, and Transaction Documents is undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale and the Transaction shall not alter, affect, limit, or otherwise impair the validity of the Sale or Transaction (including the assumption, assignment, and/or transfer of the Assigned Contracts), unless such authorization and consummation are duly stayed pending such appeal. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled

to, and is hereby granted, the full rights, benefits, privileges, and protections of section 363(m) of the Bankruptcy Code.

[Obligations of the Backup Bidder

33. The Backup Bid is hereby approved and is deemed open and irrevocable until the earlier of (i) the date that is 30 calendar days following entry of this Sale Order and (ii) the date of the Closing of the Transaction. If the Buyer fails to consummate the Sale because of its failure to perform, the Debtors shall be authorized to consummate the Transaction with the Backup Bidder subject to the procedures set forth in the Bidding Procedures Order.

34. In the event that the Debtors consummate the Transaction with the Backup Bidder as set forth herein, the Backup Bidder shall have the same protections as the Buyer as set forth in this Sale Order and shall acquire the Assets and assume liabilities in accordance with the Backup Bid and this Sale Order subject to the procedures set forth in the Bidding Procedures Order.]

Other Provisions

35. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry. The stays provided in Bankruptcy Rules 6004(h) and 6006(d) are hereby expressly waived and shall not apply. Accordingly, the Debtors are authorized and empowered to close the Sale and Transaction immediately upon entry of this Sale Order.

36. The Buyer shall not be required, pursuant to section 365(l) of the Bankruptcy Code or otherwise, to provide any additional deposit or security with respect to any of the Assigned Contracts to the extent not previously provided by the Debtors.

37. Neither the Buyer nor the Debtors shall have an obligation to close the Transaction until all conditions precedent in the Asset Purchase Agreement to each of their respective

obligations to close the Transaction have been met, satisfied, or waived in accordance with the terms of the Asset Purchase Agreement.

38. Nothing in this Sale Order shall modify or waive any closing conditions or termination rights set forth in the Asset Purchase Agreement, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

39. Nothing in this Sale Order or the Asset Purchase Agreement (i) releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any Person would be subject to as the post-Closing owner or operator of the Purchased Assets after the date of entry of this Sale Order, *provided, however*, that the foregoing shall not limit, diminish or otherwise alter the Debtors' or the Buyer's defenses, claims, causes of action, or other rights under applicable non-bankruptcy law with respect to any liability that may exist to a governmental unit at such owned or operated property or (ii) authorizes the transfer or assignment of any governmental license, permit, registration, authorization, or approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Other than with respect to matters for which this Court has exclusive jurisdiction under 28 U.S.C. § 1334, nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order subject to the Debtors' and the Buyer's rights to assert in that forum or before this Court that any such laws are not in fact police or regulatory laws or that the matter should be heard by this Court.

40. Westchester Fire Insurance Company and/or certain of its Affiliates (collectively, the "**Sureties**" and each, a "**Surety**") have issued commercial surety bonds on behalf of the Debtors (collectively, the "**Existing Surety Bonds**"), which relate to certain Purchased Assets,

permits and other obligations of the Debtors that will be transferred to the Buyer pursuant to the Asset Purchase Agreement. The Existing Surety Bonds were issued pursuant to certain existing indemnity agreements and/or related agreements between the Sureties, on the one hand, and one or more of the Debtors or their non-Debtor affiliates, on the other hand (collectively, the "**Existing Indemnity Agreements**"). Nothing in this Sale Order or the Asset Purchase Agreement shall be (i) construed to authorize or permit the assumption and assignment of any Existing Surety Bond or any Existing Indemnity Agreement, or to obligate any Surety to replace any Existing Surety Bond in connection with the Transaction, (ii) deemed to provide a Surety's consent to the involuntary substitution of any principal under any Existing Surety Bond or Existing Indemnity Agreement, (iii) deemed to alter, limit, modify, release, waive or prejudice any rights, remedies and/or defenses of any Surety under any Existing Surety Bond, (iv) deemed to alter, limit, modify, prejudice, release or waive any rights of such Sureties under the Existing Indemnity Agreements, or (v) deemed to alter, limit, modify, prejudice, waive or release any rights of the Sureties in connection with the Chapter 11 Cases. Additionally, nothing in this Sale Order deems the Buyer to be a substitute principal under any Existing Surety Bond or an indemnitor under any Existing Indemnity Agreement.

41. The Buyer agrees that it shall comply with all applicable obligations imposed by governing law and continue to honor and pay in the ordinary course all obligations arising under the collective bargaining agreements with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO CLC ("**USW**") Local 7520-1 for Timmins and USW Local 7580-4 for Penhorwood/Foleyet, whether such obligations accrued or arose prior to the Closing Date, which shall include processing any pending grievances and arbitration cases and paying any arbitral awards entered in any

grievance filed prior to the Closing Date; *provided* that nothing in this paragraph modifies the Debtors' obligations under the Asset Purchase Agreement.

42. Pursuant to section 363(f) of the Bankruptcy Code, and to the greatest extent possible under the CCAA, the transfer of the Purchased Assets shall be free and clear of any security interests in the Purchased Assets, including any liens or claims arising out of the bulk transfer laws, or under similar provisions of Canadian provincial, retail or sales tax Laws.

43. The failure to specifically include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Asset Purchase Agreement be authorized and approved in its entirety.

44. The Asset Purchase Agreement and the other Transaction Documents may be modified, amended, or supplemented in a written instrument signed by the parties thereto, without further notice to or order of this Court; *provided* that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

45. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b), to, among other things, (i) interpret, implement, and enforce the terms and provisions of this Sale Order, the Asset Purchase Agreement, the Transaction Documents, and any amendments thereto and any waivers and consents given thereunder, (ii) compel delivery of the Purchased Assets to the Buyer, (iii) enforce the injunctions and limitations of liability set forth in this Sale Order, and (iv) enter any orders under sections 363 and 365 of the Bankruptcy Code with respect to the Assigned Contracts.

46. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

47. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any Person obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Transaction under the Asset Purchase Agreement at any time pursuant to the terms thereof.

48. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) these Chapter 11 Cases, (b) any subsequent chapter 7 case into which these Chapter 11 Cases may be converted, or (c) any related proceeding subsequent to entry of this Sale Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order. To the extent of any such conflict or derogation, the terms of this Sale Order shall govern.

49. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Sale Order shall govern.

50. To the extent there are any inconsistencies between the terms of this Sale Order, on the one hand, and the Asset Purchase Agreement or any Transaction Document, on the other hand, the terms of this Sale Order shall govern.

51. The provisions of this Sale Order are non-severable and mutually dependent.

EXHIBIT A

Asset Purchase Agreement

TAB F

DocuSign Envelope ID: 557B9626-21A0-4272-A7E5-63A3C88A27CF

This is
EXHIBIT "F"
to the Affidavit of
ANTHONY WILSON
Sworn October 29, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
IMERYS TALC AMERICA, INC., *et al.*,[1]	:	Case No. 19-10289 (LSS)
Debtors.	:	(Jointly Administered)
	:	**Ref. Docket No. 1959**

ORDER (I) AUTHORIZING EMPLOYMENT AND RETENTION OF RAMBOLL US CORPORATION AS ENVIRONMENTAL ADVISOR *NUNC PRO TUNC* TO JUNE 25, 2020 AND (II) WAIVING CERTAIN INFORMATIONAL REQUIREMENTS OF LOCAL RULE 2016-2 IN CONNECTION THEREWITH

Upon the application (the "**Application**")[2] of the Debtors for an order, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1, 2016-1, and 2016-2, (I) authorizing the employment and retention of Ramboll US Corporation ("**Ramboll**") as their environmental advisor *nunc pro tunc* to June 25, 2020, and (II) waiving certain informational requirements of Local Rule 2016-2 in connection therewith, all as more fully set forth in the Application; and it appearing that this Court has jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Imerys Talc America, Inc. (6358), Imerys Talc Vermont, Inc. (9050), and Imerys Talc Canada Inc. (6748). The Debtors' address is 100 Mansell Court East, Suite 300, Roswell, Georgia 30076.

[2] Capitalized terms used but not otherwise defined herein, but defined in the Application, shall have the meanings ascribed to such terms in the Application.

before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court being satisfied, based on the representations made in the Application, the Arslanian Declaration and the *Supplemental Declaration of Eddie Arslanian in Support of Debtors' Application for Entry of an Order (I) Authorizing Employment and Retention of Ramboll US Corporation as Environmental Advisor* Nunc Pro Tunc *to June 25, 2020 and (II) Waiving Certain Informational Requirements of Local Rule 2016-2 in Connection Therewith* [Docket No. 2014] (the "**Supplemental Declaration**") that Ramboll is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that Ramboll neither represents nor holds any interest adverse to the Debtors' estates; and adequate notice of the Application and opportunity for objection having been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED to the extent set forth herein.

2. The Debtors are authorized to employ and retain Ramboll as their environmental advisor, pursuant to sections 327 and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-2, in accordance with the terms and conditions set forth in the Engagement Letter, a copy of which is attached hereto as Exhibit 1 and incorporated by reference herein, as modified by the provisions of this Order, *nunc pro tunc* to June 25, 2020.

3. Notwithstanding anything to the contrary in this Order, the Application, the Engagement Letter, the Arslanian Declaration, or the Supplemental Declaration, (a) Ramboll shall file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court; and (b)

Ramboll's applications for compensation and reimbursement of expenses shall be subject to the standard of review set forth in section 330 of the Bankruptcy Code.

4. Notwithstanding anything to the contrary in this Order, the Application, the Engagement Letter, the Arslanian Declaration, or the Supplemental Declaration, Ramboll shall comply with all requirements of Bankruptcy Rule 2016(a) and Local Rule 2016-2, including all information and time keeping requirements of subsection (d) of Local Rule 2016-2, except that Ramboll shall not be required to keep time records on a "project category" basis. Ramboll shall also comply with all information and other requirements of Local Rule 2016-2(e) with respect to any request for reimbursement of expenses.

5. During the pendency of these Chapter 11 Cases, the following language set forth in paragraph 5 of the Due Diligence General Terms and Conditions (included as part of the Engagement Letter) (the "**Terms and Conditions**"), shall have no force or effect: "The use of company-owned equipment and protective clothing will be billed in accordance with our standard fee schedule."

6. The indemnification provisions included in the Engagement Letter are approved, subject to the following during the pendency of these Chapter 11 Cases:

i. No indemnified party shall be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;

ii. The Debtors shall have no obligation to indemnify any indemnified party, or provide contribution or reimbursement to any indemnified party pursuant to the Engagement Letter for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from that person's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of Ramboll's or other indemnified party's contractual obligations unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003);

or (iii) settled prior to a judicial determination as to subclauses (i) or (ii) above, but determined by this Court, after notice and a hearing to be a claim or expense for which that indemnified party should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order; and

iii. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing the Chapter 11 Cases, an indemnified party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, the indemnified party must file an application therefore in this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by an indemnified party for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify or make reimbursements to the indemnified party. All parties in interest shall retain the right to object to any demand by any indemnified party for indemnification, contribution, or reimbursement.

7. During the pendency of these Chapter 11 Cases, the following language set forth in paragraph 14 of the Terms and Conditions, shall have no force or effect as to the Debtors or their estates: "In no event shall our liability exceed $1,000,000 and Client specifically releases Ramboll of any damages, claims, liabilities, and costs in excess of that amount." For the avoidance of doubt, this paragraph 7 shall apply only to claims by the Debtors and their estates, and (to the extent that the quoted language may be applicable to limit third-party claims) this paragraph 7 shall not apply to claims by any third party, including, without limitation, any third party that may become permitted to rely upon Ramboll work product prepared under the Engagement Letter or otherwise (including, without limitation, Ramboll reports).

8. To the extent that Ramboll uses the services of independent contractors or subcontractors (collectively, the "**Contractors**") during the pendency of the Chapter 11 Cases,

Ramboll shall (i) pass through the cost of such Contractors to the Debtors at the same rate that Ramboll pays the Contractors; and (ii) seek reimbursement for actual costs only.

9. During the pendency of these Chapter 11 Cases, any provision in the Engagement Letter, the Application, or any attachment thereto, requiring the payment of interest on fees or expenses if not paid within a certain time frame will have no force or effect.

10. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

11. Notwithstanding anything to the contrary in the Application or Engagement Letter, Ramboll shall have whatever duties, fiduciary or otherwise, that are imposed upon it by applicable law.

12. In the event of any inconsistency between the Engagement Letter, the Application, and this Order, this Order shall govern.

13. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

14. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order and of the Engagement Letter during the pendency of these Chapter 11 Cases.

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Dated: July 23rd, 2020
Wilmington, Delaware

<u>EXHIBIT 1</u>

Engagement Letter

355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Tel: +1.213.485.1234 Fax: +1.213.891.8763
www.lw.com

LATHAM & WATKINS LLP

FIRM / AFFILIATE OFFICES
Abu Dhabi, Barcelona, Beijing, Boston, Brussels, Chicago, Doha, Dubai, Frankfurt, Hamburg, Hong Kong, Houston, London, Los Angeles, Madrid, Milan, Moscow, Munich, New Jersey, New York, Orange County, Paris, Riyadh, Rome, San Diego, San Francisco, Shanghai, Silicon Valley, Singapore, Tokyo, Washington, D.C.

June 24, 2020

Ramboll US Corporation
350 South Grand Avenue, Suite 2800
Los Angeles, CA 90071
Attn: Eddie Arslanian, Managing Principal
Email: earslanian@ramboll.com

Re: Retention Agreement

Dear Eddie:

This letter agreement confirms that Latham & Watkins LLP ("Latham") is retaining Ramboll US Corporation ("Consultant" or "You") to provide consulting services to Latham in order to assist Latham in providing legal advice to Latham's clients Imerys Talc America, Inc., Imerys Talc Vermont, Inc., and Imerys Talc Canada Inc. (collectively, "Debtors"), in connection with the assessment of environmental, health, and safety matters relating to the divestiture of assets and liabilities, including the preparation of ASTM-compliant Phase I environmental site assessments, limited environmental compliance reviews, desktop environmental assessments, and probabilistic cost estimates of remediation, reclamation, compliance and other costs (the "Project").

Consultant will provide services pursuant to one or more written proposals (each a "Proposal") to be provided by Consultant, which shall be approved in writing by Latham and Debtors ("Services"). Any changes to the Services following approval of the Proposal shall be approved in writing by Latham and Debtors. This letter agreement shall be deemed effective as of the first date that Consultant received confidential information relating to the Project, and shall continue until the Services are completed unless sooner terminated as provided herein (the "Term").

Consultant is to provide invoices directly to Debtors. Consultant understands and agrees that Latham will not be responsible for payment of such invoices and agrees to look solely to Debtors for payment. Notwithstanding the terms set forth in Attachment B of the Proposal, all invoices will be submitted and paid in accordance with the *Order Under 11 U.S.C. §§ 105(a) and 331, Fed. R. Bankr. P. 2016(a), and Del. Bankr. L.R. 2016-2 Establishing Procedures for Interim Compensation and Reimbursement of Professionals* [Docket No. 301] in the bankruptcy proceedings, *In re: Imerys Talc America, Inc. et al.*, Case No. 19-10289 (LSS), pending in the U.S. Bankruptcy Court for the District of Delaware. Please direct copies of your invoices to me at the address provided above.

LATHAM&WATKINS LLP

Latham has the right to terminate the Services and this letter agreement at any time and for any reason before expiration of the Term. Upon notice of termination, Consultant shall stop all work immediately. Consultant shall be paid for all work performed during the Term prior to termination in accordance with the tasks and fee schedules set forth in the Proposal, and as approved by the court overseeing Debtors' Chapter 11 restructuring. At the conclusion of the Term, Consultant shall do no further work on the Project and shall not be paid for any further work on the Project unless Latham and Consultant have agreed in writing to extend the Term or to enter into a new agreement for work on the Project.

You are aware that because the Services to be undertaken by you are an integral part of an effort by Latham to advise its client, the engagement of Consultant, and the materials and reports involving these services, are understood to be potentially subject to the attorney-client and work-product privileges, as well as confidential.

You agree to hold in confidence all information obtained in connection with this letter agreement and shall not disclose any information regarding your Services without prior authorization from us – or as may be required by law. You also agree to caption all work product, correspondence and other communications and writings as "CONFIDENTIAL ATTORNEY WORK PRODUCT," unless otherwise instructed by us, and to direct all work product, correspondence, and other communications and writings to Latham, other than where it is necessary to direct communications to Debtors, in which case you agree to copy Latham on the correspondence.

If requested, Consultant agrees to return to us or to Debtors all copies of any material supplied to you under this letter agreement or any other confidential materials immediately and further agrees not to make or permit to be made any copies of any such materials without our express written permission.

You understand that the terms of this letter agreement are explicitly subject to the Bankruptcy Court's Order approving the *Debtors' Application for Entry of Order (I) Authorizing Employment and Retention of Ramboll US Corporation as Environmental Advisor Nunc Pro Tunc to* [_____, 2020] *and (II) Waiving Certain Informational Requirements of Local Rule 2016-2 in Connection Therewith*.

We look forward to working with you on this matter. We ask you to confirm our agreement by signing this letter agreement and returning a signed copy to us. If you have any questions, please do not hesitate to call me at (213) 891-8758.

Very truly yours,

DocuSigned by:
Aron Potash
575A5D183C23450...

Aron Potash
of LATHAM & WATKINS LLP

AGREED TO AND ACCEPTED BY:

RAMBOLL US CORPORATION

Name: Eddie Arslanian

June 24, 2020
Date

ENVIRONMENT
& HEALTH

Privileged and Confidential
Attorney Work Product

Mr. Aron Potash
Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560

PROPOSAL FOR ENVIRONMENTAL DUE DILIGENCE REVIEW OF IMERYS TALC AMERICA, INC.

Dear Aron,

June 24, 2020

Ramboll
350 S Grand Avenue
Suite 2800
Los Angeles, CA 90071
USA

T +1 213 943 6300
F +1 213 943 6301

www.ramboll.com

Ramboll US Corporation (Ramboll) is pleased to submit this proposal to Latham & Watkins LLP (L&W) on behalf of L&W's clients Imerys Talc America, Inc., Imerys Talc Vermont, Inc., and Imerys Talc Canada Inc. (collectively, the "Client", "Imerys" or the "Company") to conduct an environmental due diligence review of Imerys.. Imerys currently operates nine active properties (comprising talc mines, talc mills, and support facilities) in Montana, Texas, Vermont, and Ontario, and additionally owns five inactive talc mines/tailing ponds in California, Montana, and Vermont. A list of the active, inactive, and known former sites is presented in Attachment A.

Ramboll understands that the Company has filed a Chapter 11 plan of reorganization, in which the assets of the Company will be sold through a Section 363 sale process. The objective of Ramboll's review will be to provide prospective purchasers of the assets with a clear understanding of the environmental risk profile of the Company as a whole, with a focus on environmental contamination matters, mine-related closure costs, and environmental compliance matters.

STATEMENT OF QUALIFICATIONS

For more than 30 years, Ramboll has been recognized as a technical leader and innovator in providing due diligence services to our clients in assessing the environment issues associated with transactions. Ramboll has performed thousands of environmental assessments of industrial properties, commercial and residential developments, and hazardous waste sites throughout the United States and internationally, in almost every industrial category and classification. We carefully tailor our assessments to each client's particular portfolio and desired risk threshold and employ innovative approaches – such probabilistic risk modeling – as warranted.

Ramboll is well positioned with staff and expertise to assist with evaluation of the facilities and operations that may be anticipated to pass through the bankruptcy process. Ramboll has helped numerous companies navigate the bankruptcy and reorganization process, including companies that have operated mining assets, such as ASARCO, Inc.; EaglePicher Industries; Peabody Energy Corp.; Kerr-McGee (Tronox); Lyondell; Chrysler Corporation; Delphi; Kaiser; CMC Heartland; Fruit of the Loom; Safety-Kleen; and, others. Specific examples of bankruptcy services that Ramboll has provided to mining and other clients are listed below.

- In two separate bankruptcy proceedings (ASARCO and EaglePicher Industries), Ramboll evaluated government claims for remediation and natural resource

damages at over 90 former mining sites in the U.S. – some in operation for over 100 years – on behalf of the parent companies. Sites included lead, zinc and copper mines, and ore processing, smelting and metal refining facilities (including mines in the Tri-States Mining District, comprising three of the largest and most complex Superfund sites in the country). Ramboll performed claim evaluations, assessed site remediation and ecological restoration activities, and negotiated with federal and state regulatory authorities regarding necessary work for site closure, remediation and reclamation activities. Ramboll evaluated restoration activities for tailings piles, streams and riparian corridors, and flora, fauna, groundwater and surface water restoration activities. In addition, Ramboll negotiated environmental claim resolution for federal and state governments and third parties, and established trusts for non-strategic assets as an alternative to abandonment to conclude proceedings.

- Ramboll evaluated operating copper mines, as well as copper smelter and mineral refining operations (copper and precious metals, such as silver, gold and platinum) for environmental compliance and future closure and restoration costs. As part of this process, Ramboll demonstrated to the bankruptcy court that sufficient capital and operating revenue could be generated by the debtor after bankruptcy. Ramboll used an economic evaluation of capital and operation and maintenance costs of operating facilities emerging from bankruptcy to ensure environmental compliance.
- Ramboll provided strategic management and expert engineering analysis and testimony to develop a funded Environmental Trust for a portfolio of environmentally impacted properties. The Environmental Trust was a key feature in allowing the client to emerge from the Chapter 11 proceeding without carrying forward the burden of contingent environmental liabilities.
- Ramboll developed and is currently implementing a due diligence program to assess whether 55 former railroad-related properties pose an imminent and identifiable threat to public health or safety for a Chapter 11 liquidating trustee. Those properties deemed not to pose a threat are being abandoned or sold under Section 544(a) of the bankruptcy code, and those deemed a potential threat are being remediated prior to abandonment or sale.

CORE PROJECT TEAM LEADERS

The project will be directed by Karen Hartley of Ramboll's Arlington, Virginia office and Eddie Arslanian of Ramboll's Los Angeles, California office. Steven Fecht of Ramboll's Westford, Massachusetts office will provide technical expertise on the mining aspects of the project, particularly as related to the assessment of compliance with mining permits and estimation of costs related to mine closure and contamination matters. Steve will lead a team of Ramboll experts who are knowledgeable about mining-specific matters. Kelly Guyton of Ramboll's Arlington, Virginia office will provide overall project management of all elements of the review. The site visits will be staffed by Ramboll senior consultants and managers who are based in offices that are proximate to the locations of the sites to be visited, including the sites in Canada. Below is background information on each of the core project team leaders.

Mining Subject Matter Expert: Steven Fecht

Steven Fecht is a Senior Managing Consultant and is Ramboll's Mine Sector Group lead. Steven has over 18 years of experience in conducting due diligence, site assessment, environmental monitoring/ investigation, and remediation activities. Steven's expertise is focused in the mining industry. He is an active member of both the National Mining Association (NMA) and Society for Mining, Metallurgy and Exploration (SME), where he has advocated for mining and has chaired numerous sessions and/or panels at national conferences on sustainable mine development practices. His specific experience related to mining includes working as an environmental specialist at open-pit mining operations; supporting international development projects through development of environmental and social management systems (ESMS) and environmental and social impact assessments (ESIA), regulatory impact assessment (RIA) such as the

Stream Protection Rule and CERCLA 109(B), acquisitional due diligence and reclamation bond adequacy review for various projects, third party review of Mine Closure Plans and Life-of-Mine closure costs, and conducting environmental risk determinations at historical mine sites and abandoned mine lands. Additionally, Steven has specific experience in assessing environmental risks and closure costs related to talc mines, including in the state of Vermont.

Project Directors: Karen Hartley and Eddie Arslanian

Karen has over 20 years of environmental consulting experience and has directed numerous environmental due diligence projects for various law firms and private equity investors. Karen has conducted and managed large-scale due diligence environmental assessments and regulatory compliance audits of more than 1,000 industrial, manufacturing and commercial facilities throughout the United States and globally to assess on-site and off-site liabilities. Many of these assignments involved complex contamination and compliance matters requiring the development of reasonable worst case remediation cost estimates. Karen has particular expertise in helping companies with complex environmental liabilities prepare for the sale process through the completion of vendor due diligence reports that are focused on clearly presenting the environmental status of the company.

Eddie has over 20 years of professional experience in providing technical and management expertise in environmental consulting and engineering. Eddie has designed, implemented and managed various phases of site characterizations, feasibility studies, remediation design and implementation, indoor air testing, health risk assessments and fate and transport studies at contaminated sites under the oversight of various federal, state and local environmental regulatory agencies. He has also managed and performed environmental due diligence of various aerospace, biotech, chemical, manufacturing and healthcare facilities, nurseries, and multi-tenant and light industrial business parks as part of corporate mergers and acquisitions and commercial real estate transactions throughout the US, as well as in Europe and Mexico. As part of the due diligence process, he has evaluated environmental liabilities for subsurface contamination issues and compliance issues regarding air, wastewater, and waste.

Project Manager: Kelly Guyton

Kelly is a Senior Managing Consultant and has more than 20 years of experience in environmental consulting, with an emphasis on merger and acquisition due diligence and regulatory compliance auditing as well as Environmental, Social, and Governance (ESG) assessment of industrial, commercial and/or institutional entities in the US and internationally. Kelly has managed and participated in numerous corporate due diligence projects—for sites in the U.S. and abroad—to identify issues which could result in significant costs to prospective buyers. She has also provided clients with technical assistance to bring such facilities into compliance with federal, state and local regulatory requirements. Her work at Ramboll, as well as at Virginia Tech and MIT, established an interdisciplinary focus on environmental and energy engineering, science, economics, law, policy, and sustainability.

PROPOSED SCOPE OF WORK

As detailed below, in Task 1 of this review, Ramboll proposes to conduct a Phase I Environmental Site Assessment (ESA) at each of the active and inactive sites. The Phase I ESA reports for the nine active sites will additionally include a Limited Environmental Compliance Review (LECR), focusing on environmental permitting obligations and compliance status. For sites that are no longer owned by the Company (i.e., former sites), Ramboll will conduct a desktop review of available environmental documentation (i.e., a desktop assessment, as detailed in Task 2 of this review). For each of the active, inactive, and former sites, Ramboll will prepare a range of cost estimates to address known and potential contamination concerns, closure costs, and any potentially significant environmental compliance costs, as detailed in Task 3. Finally, as an optional task (Task 4), Ramboll can prepare an Executive Summary report that

presents a high-level overview of Ramboll's findings and cost estimates for the portfolio. Each of these tasks is described in detail below.

Task 1: Phase I ESAs of All Active and Inactive Sites and LECRs of the Active Sites

Ramboll proposes to conduct a Phase I ESA at each of the active and inactive sites (14 sites total, as detailed in Attachment A). Each Phase I ESA will meet the requirements of ASTM International's Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E-1527-13 (the "ASTM Standard").[1] For the nine active sites, Ramboll's Phase I ESA report will include an LECR, which will discuss each site's environmental permitting obligations and compliance status.

The Phase I ESA and LECRs will include the following elements:

- Document Review: Ramboll will conduct an in-depth review of available documents obtained from the Company either prior to or during Ramboll's site reconnaissance. Documents that will be reviewed (as available) include prior Phase I ESAs and compliance reports, subsurface investigation and remediation reports, environmental permits, closure plans and cost estimates, and other compliance documentation.
- Order and Review of Federal, State and Local Government Records: Ramboll will order and review regulatory database searches for the sites and the surrounding properties from third-party database providers. For sites in the U.S., Ramboll will supplement this with searches for the sites on the United States Environmental Protection Agency (USEPA) Enforcement & Compliance History Online (ECHO) database and applicable state environmental agency databases. Ramboll will also request and review information from the local tax assessor office and building department for each site, to the extent readily available.
- Review of Readily Available Historical Sources: Ramboll will review readily available standard historical sources, such as aerial photographs, topographic maps, city directory abstracts, and fire insurance maps to evaluate historical property use and the potential for impacts to the property from off-site sources. Ramboll will order the historical information from third-party database providers. (This task does not include a formal title and deed search or an environmental lien search.)
- Telephone Interview with Company Management: Ramboll will interview Company management regarding site operations, known and potential contamination conditions, closure costs, environmental compliance and any ongoing notices of violation, environmental management structure, asbestos-containing building materials, and health and safety enforcement actions. Ramboll assumes that this interview will be conducted at the outset of the assignment to provide an overall orientation to the Company's major environmental obligations. The interview is expected to last up to two hours in duration.
- Site Reconnaissance and Interviews with Site-Level Personnel: Ramboll will visually inspect the physical condition of the sites, including the interior of any buildings or other structures, to evaluate whether there are any current or past operations that involve the use, treatment, storage, disposal or generation of hazardous substances or petroleum products.[2] Each site inspection, at a minimum, will include a brief evaluation of:

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[1] The Phase I ESA reports for the sites in Canada will meet the substantive requirements of the ASTM Standard, though certain requirements of the ASTM Standard cannot be met, such as the types of databases searched or performance of a regulatory review of adjoining sites. These deviations from the ASTM Standard are not expected to significantly affect the conclusions of Ramboll's review.

[2] Due to health and safety considerations, Ramboll personnel will not physically inspect any mining areas that pose material risks to human health or safety, or enter any subsurface areas of the sites. Such areas will be observed from

- presence of hazardous substances and petroleum products;
- storage tanks;
- odors;
- pools of liquid;
- drums and other containers;
- potential polychlorinated biphenyl (PCB)-containing equipment;
- heating and cooling systems;
- visible surface stains or corrosion on floors, walls, or ceilings;
- drains and sumps;
- pits, ponds, or lagoons;
- stained soil or pavement;
- stressed vegetation;
- areas that are apparently filled or graded by non-natural causes (e.g., solid waste);
- wastewater management practices;
- wells; and
- septic systems.

Ramboll will also visually inspect, to the extent practicable from property boundaries and public thoroughfares, adjacent properties for current or past land use conditions that may adversely affect the subject property. In addition, Ramboll will interview current facility owners, occupants, and other knowledgeable parties who may have information concerning the history of the property and the activities conducted by current and previous property occupants.

- Limited Review of Environmental Compliance and Other Matters: For the nine active sites, Ramboll will perform a review of current operations to assess general compliance with applicable current provincial/state and federal environmental regulations in the following program areas:
  - State/Province-issued Mining Permits;
  - Integrated Environmental Compliance Approvals (Canadian sites);
  - Air Emissions;
  - Greenhouse Gas (GHG) Reporting;
  - Process Wastewater Discharges;
  - Storm Water Discharges;
  - Hazardous Waste and Nonhazardous Waste Management;
  - Spill Prevention;
  - Underground Storage Tank (UST) and Aboveground Storage Tank (AST) Registration;
  - Water Withdrawal and Water Supply; and
  - Chemical Inventory Reporting.

satellite imagery and/or nearby vantage points, to the extent possible. Ramboll will also inquire with site personnel before the visits to determine the appropriate personal protective equipment (PPE) that is required to be worn by the Ramboll auditor. Certain areas of the sites that have the potential to be dusty environments (e.g., areas where milling is being conducted) may be observed from distant vantage points due to potential industrial hygiene concerns.

For the inactive sites, Ramboll will not conduct an LECR, but will review any current/active environmental permits and will include a discussion of the site's status with respect to the conditions of those permits.

In addition, Ramboll will complete a cursory review of the facility's regulatory status with the Occupational Safety and Health Administration (OSHA) and the Mine Safety and Health Administration (MSHA), and the Canadian equivalents, as appropriate. The health and safety review will be limited to a search of the OSHA Establishment Search database and the MSHA Mine Data Retrieval System and discussions with facility personnel regarding any recent OSHA/MSHA inspections and enforcement actions. A review of the facility's compliance with OSHA/MSHA programs is not included in Ramboll's scope of work. Also, a review of requirements related to explosives (e.g., those imposed by the Bureau of Alcohol, Tobacco, Firearms and Explosives) is beyond the scope of this assignment.

With respect to asbestos-containing building materials, Ramboll will inquire as to whether or not an asbestos survey and/or asbestos Operations and Maintenance (O&M) Plan (to the extent required) exists for the facility, and if so, whether the requirements and recommendations of the survey/O&M Plan have been implemented. If no asbestos survey exists, Ramboll will make general qualitative observations of the types of presumed asbestos-containing materials (PACM) and other suspect ACMs that are noted in accessible areas during the course of the site assessment. Ramboll's scope of work does not include completion of a formal asbestos survey.[3]

- Report Preparation: Upon completion of the above tasks, Ramboll will prepare a Phase I ESA report for each site. For the active sites subject to an LECR, Ramboll will include the LECR as a separate chapter within the Phase I ESA report. If requested by the Client, the reports will categorize the findings relative to a pre-determined significance threshold (assumed to be $50,000 or $100,000 per finding, and to be decided based on discussions with L&W and/or the Client).

Task 2: Desktop Environmental Review of Former Sites and Off-Site Waste Disposal Matters

Ramboll will conduct a desktop assessment of known and potential contamination concerns and closure costs associated with sites that the Company formerly owned or operated and has since divested (i.e., former sites). Ramboll understands that there are at least three former sites (i.e., the Hamm mine in Vermont, the Johnson mill in Vermont, and the Broughton mine in Quebec). The Company may have additionally formerly owned/operated and divested other sites; for purposes of this proposal, Ramboll assumes that there up to ten total former sites and assumes that the Company will provide a list identifying addresses of any former sites. Under this task, Ramboll will also include an assessment of off-site waste disposal liabilities.

The desktop review will include the following elements:

- Document Review: Ramboll will request that the Company provide a list of all formerly owned or operated sites. Ramboll will also review pertinent environmental documents provided by the Company pertaining to former sites and off-site waste disposal matters (e.g., prior Phase I ESAs, subsurface investigation and remediation reports, closure plans and cost estimates, and correspondence regarding off-site waste disposal liabilities). For purposes of this proposal, Ramboll assumes that the Company will provide environmental documentation for between three and five of the former sites and up to three off-site waste disposal matters.

[3] The scope of work does not include a review of the potential for asbestos to be contained in the materials mined, processed, or handled at the sites, nor does it include an evaluation of industrial hygiene matters. In addition, Ramboll's scope of work will not include a review of employee or consumer exposure claims or related litigation matters.

- Telephone Interview with Company Management: As part of the telephone interview described in Task 1, Ramboll will interview Company management regarding Company history, operations at former sites, known and potential contamination conditions at former sites, closure costs, and off-site waste disposal liabilities.
- Review of Environmental Database Information: For each of the identified former sites, Ramboll will order and review regulatory database searches for the sites and the surrounding properties from third-party database providers.[4] For sites in the U.S., Ramboll will supplement this with searches for the sites on the USEPA databases and applicable state environmental agency databases.
- Review of Potential Off-site Waste Disposal Liabilities: Ramboll will inquire as to whether the Company or its related entities has received any notices of off-site waste disposal liability, such as USEPA 104(e) notice letters. Ramboll will also search the USEPA's Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Potentially Responsible Party (PRP) database to evaluate whether the Company names (or names of entities under which the Company has operated) are listed as a PRP at any off-site waste disposal site.
- Report Preparation: Ramboll will prepare a single desktop review report that incorporates the findings of the desktop review of former sites and off-site-waste disposal liabilities. The report will include discussion of Company history, contamination matters, closure plans, and off-site waste disposal liabilities. The report will focus on findings in excess of a significance threshold of $50,000 or $100,000.

Task 3: Preparation of Cost Estimates

Ramboll understands that the Company has prepared estimates for closure (reclamation) for many of the mine sites. Additionally, a certain number of the sites may have known or potential liabilities related to environmental contamination and environmental compliance matters for which cost estimates have not been generated. For each active and inactive site and the three known former sites, Ramboll will prepare a range of cost estimates to address closure costs and any significant or potentially significant contamination and compliance matters. Specifically, Ramboll will review applicable state/provincial and federal mining regulations, permits, mining operation plans, closure plans, and Company-prepared closure cost estimates. Ramboll will then develop cost estimates under three different scenarios to provide a realistic estimate of potential future liabilities associated with the sites. Specifically, Ramboll will provide order-of-magnitude reasonable best case (RBC), reasonable case (RC), and reasonable worst case (RWC) estimates of costs for each site. Ramboll will present the findings of this task in a letter report with an appended table that presents (for each site) the Company's cost estimates (where available) and Ramboll's range of RBC, RC, and RWC costs, along with the basis for the estimates.

[4] This proposal assumes that each former site is comprised of one address and one tax parcel. Additional costs may be incurred if the sites span multiple addresses or parcels. Also, this proposal does not include order and review of historical information sources for former sites obtained from a third-party provider (e.g., aerial photographs, topographic maps, City Directory abstracts, and fire insurance maps). If available information suggests that a review of such materials is warranted, Ramboll can order and review these resources, for a nominal additional cost.

Optional Task 3a: Monte Carlo Analysis

As an optional supplement to this task (referred to herein as Task 3a), Ramboll can undertake a probabilistic modeling exercise using Monte Carlo simulations to predict potential future liabilities associated with the portfolio. A Monte Carlo simulation would allow for use of site- and issue-specific reasonable case and reasonable worst case estimates to generate a probable range of costs for the entire portfolio rather than a sum of the cost ranges for each individual site. The output of this simulation will be a set of estimates that will be lower in magnitude than a simple sum of individual estimates. Ramboll will develop separate Monte Carlo simulations for closure costs and for contamination costs. If this additional task is selected, Ramboll's Monte Carlo analysis will be incorporated into the report prepared for Task 3.

Optional Task 4: Preparation of an Executive Summary Report

As an optional task, Ramboll will prepare a written Executive Summary report that consolidates the high-level findings of Tasks 1, 2, and 3 (and Task 3a, if authorized) into a single document that can be provided to bidders to present an overview of the environmental status of the Company as a whole. The report will include a high-level discussion of site operations, environmental management, any significant findings of the Phase I ESA and LECR reports for the active and inactive sites (i.e., the Task 1 findings) and any significant findings related to former sites and off-site waste disposal liabilities (i.e., the Task 2 findings). The report will also present the findings of Ramboll's cost estimation exercise under Task 3/Task 3a and will present the ranges of Ramboll's remediation and closure cost estimates for the sites.

PROJECT SCHEDULE AND COST

Ramboll proposes to initiate work immediately upon receipt of authorization and understands that work must be completed on an accelerated timeframe. Ramboll is prepared to schedule site visits immediately upon receipt of authorization to proceed and gaining access to conduct the visits.[5] Ramboll will provide draft reports on a rolling basis, as they are completed. We will endeavor to provide all draft reports within approximately three to four weeks of authorization. We will provide regular oral reports throughout the assignment and will work with you to meet relevant transactional deadlines. Final reports will be issued as soon as possible following the resolution of the bankruptcy court hearing approving Ramboll's retention as a professional, or such earlier date as Ramboll and the Client may otherwise agree.

Ramboll proposes to undertake this assignment on a time and materials basis in accordance with the terms and conditions contained in Attachment B. Based on the scope of work described above, Ramboll's cost for the assignment are presented in Table 1 below.

Table 1: Summary of Estimated Costs

Task	Estimated Cost
Task 1: Phase I ESAs of All Active and Inactive Sites and LECRs of the Active Sites	$115,000 to $130,000
Task 2: Desktop Environmental Review of Former Sites and Off-Site Waste Disposal Matters	$10,000 to $15,000

[5] Due to the ongoing coronavirus pandemic, prior to the site visits, Ramboll will request a phone call with personnel at each site to discuss health and safety requirements for the Ramboll auditor, including social distancing, personal protective equipment, and history of known/suspected COVID-19 cases at the site. In the event that a known or suspected COVID-19 case is identified at any of the sites, Ramboll may seek to delay the site visit or request a change in site visit protocols (e.g., completion of a remote site visit using live-streaming video tools in lieu of an in-person visit).

Table 1: Summary of Estimated Costs	
Task	**Estimated Cost**
Task 3: Preparation of Cost Estimates	$15,000 to $25,000
Total Range of Costs for Tasks 1 through 3	**$140,000 to $170,000**
Optional Task 3a: Monte Carlo Analysis	$3,000 to $5,000
Optional Task 4: Preparation of an Executive Summary Report	$10,000 to $15,000

Notes:

1. If the Client elects to have certain inactive sites assessed at the desktop level in lieu of being subject to a site visit and Phase I ESA report, Ramboll can revise this cost estimate to reduce the costs for Task 1, along with a minor commensurate cost increase for Task 2.
2. This proposal assumes that each site is comprised of one address and one tax parcel, except for those locations noted in Attachment A that Ramboll considers to be co-located and is treating as a combined site. Additional costs may be incurred if the sites span multiple addresses or tax parcels. Also, in order to meet the file review requirements of the 2013 ASTM Standard, Ramboll will make a determination as to whether state or federal agency file reviews are warranted for the subject sites or for nearby/adjacent sites. Ramboll will advise you of any additional costs related to supplemental file review requests before such costs are incurred.
3. Ramboll's scope of work does not include the conduct of name-based database searches. Such searches can be completed on request, for an additional cost.
4. Ramboll assumes that available environmental documents for the Broughton mine site in Quebec are in English. If the documents are in French, costs will be nominally increased to allow for review by a native French speaker and/or translation to English.

The cost ranges presented in Table 1 reflect the varying degrees of documentation that may be provided for the sites, the anticipated complexity of certain sites, and travel costs. The upper end of these costs will not be exceeded without prior authorization from you. *Ramboll's cost estimates are exclusive of any international taxes, which will be the responsibility of the Client to pay (e.g., taxes for the Canadian sites).*

ADDITIONAL DISCRETIONARY TASKS

Based on Ramboll's past experience in representing companies on the sale side of a transaction, the Client may request Ramboll's assistance on some or all of the following tasks: 1) preparation for and discussions with potential bidders; 2) preparation for and discussions with insurance agents; and 3) review of drafts of purchase and sale agreements and disclosure schedules for the contemplated transaction. At the Client's request, Ramboll will complete such tasks on a time and materials basis, in accordance with the attached business terms and conditions.

RELIANCE ON RAMBOLL'S WORK PRODUCT

Ramboll recognizes that there ultimately may be parties other than Client that may wish to rely upon the findings of its reports. Recognizing that the conclusions in the report represent Ramboll's professional judgment based upon the information available and conditions existing as of the date of the review, the reports that Ramboll provides to you may be relied upon by other parties only if the Client and all other parties to whom reliance has been or may be granted agree that Ramboll's aggregate/total exposure and liability in connection with the assignment/project to the Client and all other parties to whom reliance has been or may be granted do not exceed the limitations of liability in the attached Terms and Conditions. If other parties wish to rely on Ramboll's work product, Ramboll will prepare a reliance letter to be executed by Ramboll, the Client, and the other relying parties.

CLOSING

We look forward to working with you to complete this assignment. If you have any questions or need further information, please contact us. If the foregoing terms are acceptable, please have the persons responsible for payment sign this letter and return it to our attention.

Sincerely,

Eddie Arslanian, PE
Managing Principal

+1 213 942 6326
earslanian@ramboll.com

Karen Hartley
Principal

+1 703 5162486
khartley@ramboll.com

Attachments

cc: Kelly Guyton and Steven Fecht, Ramboll US Corporation

PROPOSAL FOR ENVIRONMENTAL DUE DILIGENCE REVIEW OF IMERYS TALC AMERICA, INC.

ACCEPTED AND APPROVED BY:

Signature: DocuSigned by: Giorgio La Motta 3F41881EC1404F8... Date: June 25, 2020

Name: Giorgio La Motta Title: General Manager

ATTACHMENT A
LIST OF ACTIVE, INACTIVE, AND KNOWN FORMER SITES

Attachment A – List of Active, Inactive, and Known Former Sites

No.	Site Name	Type	Owned/ Formerly Owned	Active/ Inactive	Location	Proposed Ramboll Scope of Work
1	Ludlow	Mill	Owned	Active	East Hill Road, Ludlow, VT	Phase I ESA and LECR
2	Argonaut	Mine	Leased	Active	751 East Hill Rd, Ludlow, VT	Phase I ESA and LECR
3	Rainbow	Mine	Owned	Active	East Hill Road, Ludlow, VT	The Rainbow, Black Bear, Clifton, and Frostbite properties appear to be co-located with the Argonaut mine and will be treated as one single "site" for purposes of Ramboll's Phase I ESA. The LECR for the combined report will not include the two closed mine properties.
4	Black Bear	Mine	Owned	Active	East Hill Road, Ludlow, VT	
5	Clifton	Mine	Owned	Closed	Smokeshire Road, Chester, VT (on Argonaut property)	
6	Frostbite	Mine	Owned	Closed	Ludlow, VT (on Argonaut property)	
7	Hammondsville	Mine	Owned	Inactive, partially closed	1724 VT Route 106 Reading, VT	Phase I ESA
8	Troy	Mine	Owned	Inactive	Berthiaume Loop Rd, Troy, VT	Phase I ESA
9	West Windsor	Mine/ Tailings Ponds	Partially Owned	Closed	44 VT Rtes, West Windsor VT; 106 VT Rtes, Reading, VT	Phase I ESA
10	Hamm	Mine	Formerly Owned	Inactive	White Road, Windham, VT	Desktop review (sold site)
11	Johnson	Mill	Formerly Owned	Inactive	98 Lendway Lane, Johnson, VT	Desktop review (sold site)
12	Houston	Mill	Owned	Active	17509 Van Road, Houston, TX	Phase I ESA and LECR
13	Yellowstone	Mine	Owned	Active	Unspecified address in or near Yellowstone, MT	Phase I ESA and LECR
14	Three Forks	Mill	Owned	Active	2150 Bench Rd, Three Forks, MT	Phase I ESA and LECR
15	Sappington	Mill	Owned	Active	28769 Sappington Rd Three Forks, MT	Phase I ESA and LECR
16	Beaverhead	Mine	Owned	Closed	Unspecified address in or near Beaverhead, MT	Phase I ESA
17	Red Hill	Mine	Owned	Closed	Unspecified address in or near Angels Camp, CA	Phase I ESA
18	Timmins Micronizing	Mill	Partially Owned/ Leased	Active	100 Water Tower Rd, Timmins, Ontario, Canada	Phase I ESA and LECR
19	Foleyet Loadout	Unloading/ Storage	Leased	Active	Unspecified address in or near Foleyet, Ontario, Canada	Phase I ESA and LECR
20	Penhorwood	Mine/ Concentrator	Leased	Active Concentrator/ Closed Mine	1 Penhorwood Mine Road, Foleyet Ontario, Canada	Phase I ESA and LECR
21	Broughton	Mine	Formerly Owned	Inactive	2, 15e rang, Saint-Pierre-de-Broughton, Quebec, Canada	Desktop review (sold site)

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ATTACHMENT B
RAMBOLL'S BUSINESS TERMS AND CONDITIONS

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DUE DILIGENCE GENERAL TERMS AND CONDITIONS

Ramboll US Corporation, a Virginia corporation, ("Ramboll") agrees to provide professional services under the following General Terms and Conditions, provided that, in the event of any inconsistency between the retention agreement under which this proposal was issued and these terms and conditions, the retention agreement shall govern:

1. Fees: Ramboll bills for its services on a time and materials basis using standard hourly rates. If requested, we will provide an estimate of the fees for a particular task, and we will not exceed that estimate without prior Client approval. For deposition and testimony we charge premium hourly rates. In certain circumstances we will undertake an assignment on a fixed fee basis if the requirements can be clearly defined.

2. Invoicing: Ramboll bills its clients on a monthly basis using a standard invoice format. This format provides for a description of work performed and a summary of professional fees, expenses, and communication and reproduction charges. For more detailed invoicing requests, Ramboll reserves the right to charge for invoice preparation time by staff members.

3. Payment: Ramboll invoices are payable UPON RECEIPT. Ramboll reserves the right to assess a late charge of 1.5 percent per month for any amounts not paid within 30 days of the receipt date. Ramboll also reserves the right to stop work or withhold work product if invoices remain unpaid for more than 60 days past the receipt date. If Ramboll's work relates to a business transaction, Ramboll shall be paid in a timely fashion, without regard to whether or when the transaction closes. If Ramboll legal counsel determines that Ramboll is required to take legal action to obtain payment for unpaid invoices and Ramboll prevails in court, Client agrees to pay all of Ramboll's costs associated with the legal action, including reasonable legal fees.

4. Subcontractors: Ramboll has a policy that its Clients should directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters). As a service to you, we will advise you with respect to selecting other such contractors and will assist you in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors you may hire. When Ramboll engages a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost. By engaging us to perform these services, you agree to indemnify, defend and hold Ramboll, its directors, officers, employees, and other agents harmless from and against any claims, demands, judgment, obligations, liabilities and costs (including reasonable attorneys' and expert fees) relating in any way to the performance or non-performance of work by another contractor, except claims for personal injury or property damage to the extent caused by the negligence or willful misconduct of Ramboll's employees.

5. Reimbursable Expenses: Project-related expenses including travel, priority mail, overnight delivery, outside reproduction and courier services will be billed at cost. The use of company-owned cars, trucks, and vans will be charged at $125 per day. The use of company-owned equipment and protective clothing will be billed in accordance with our standard fee schedule.

6. Access and Site Information: Client agrees to grant or obtain for Ramboll reasonable access to any sites to be investigated as part of Ramboll's scope of work. Client also agrees to indicate to Ramboll the boundary lines of the site and the location of any underground structures, including tanks, piping, water, telephone, electric, gas, sewer, and other utility lines. Client agrees to notify Ramboll of any hazardous site conditions or hazardous materials, about which Client has knowledge and to which Ramboll's employees or contractors may be exposed while performing services on behalf of Client, including providing copies of

relevant Material Safety Data Sheets. Client also shall make available to Ramboll all information within its control necessary to allow Ramboll to perform its services and agrees to comply with reasonable requests by Ramboll for clarification or additional information. Client shall be responsible for the accuracy of this information. Ramboll shall not be responsible for any damage to underground structures or utilities to the extent such damage was caused by incomplete or inaccurate information provided to us by the client or other party. Client agrees to make Ramboll aware of any unsafe conditions at any project site about which Client has knowledge.

7. Reporting Requirements: Client may be required under federal, state or local statutes or regulations to report the results of Ramboll's services to appropriate regulatory agencies. Ramboll is not responsible for advising Client about its reporting obligations and Client agrees that it shall be responsible for all reporting, unless Ramboll has an independent duty to report under applicable law. In those situations, Ramboll will provide Client with advance notice that Ramboll believes that it has an obligation to report as well as the substance of the report it intends to make.

8. RCRA Compliance: Client shall be responsible for complying with the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. ("RCRA") and its implementing regulations in connection with Ramboll's work under this Agreement. Client may request Ramboll's assistance in meeting its RCRA and other similar waste management obligations, including analytical testing to assist Client in proper characterization of waste, identifying potential transporters and disposal facilities for waste (provided that Client shall make the final selection of both the transporter and disposal facility), entering into subcontracts or purchase order arrangements with the transporters and/or disposal facilities selected by Client, and preparing manifests for the Client's approval and execution. Client agrees that, by virtue of providing these services, Ramboll shall not be deemed a "generator" or a party who "arranges" for the "transportation," "treatment" or "disposal" of any "hazardous waste" or "hazardous substance" (as those terms are defined in the Comprehensive Environmental Response Compensation and Liability Act or "CERCLA", 42 U.S.C. Section 9601). Client agrees to indemnify, defend and hold Ramboll, its directors, officers, employees and agents, harmless from and against any and all claims, demands, judgments, obligations, liabilities, any costs (including reasonable attorneys' and expert fees) relating to: (1) Ramboll's work in assisting Client with its RCRA obligations; and (2) the transportation, treatment, and disposal of hazardous substances or hazardous waste generated by the field activities conducted for Client.

9. Information

a) Confidentiality: We treat all information obtained from Clients as confidential, unless such information is previously known to us, comes into the public domain through no fault of ours, or is furnished to us by a third party who is under no obligation to keep the information confidential. If we are subpoenaed to disclose confidential information obtained from you or about our work for you, we will give you reasonable notice and the opportunity to object before releasing any confidential information.

Ramboll values its relationships with our clients and we will make every effort to provide assistance to our clients as needed. In an effort to serve our clients' global due diligence needs, Client recognizes that we may assist more than one client in evaluating the same acquisition opportunity. In those situations, Ramboll will take appropriate efforts to maintain the confidentiality of each engagement, including establishing separate teams for each client, separated by a strict ethical screen. No information will be shared by team members working for different clients, nor will there be communications between the teams with respect to the transaction. Ramboll has in place the procedures necessary to protect the confidentiality of our work product and our advice to our clients in these matters.

b) Data Privacy: Each Party will as part of their contractual relationship and to perform their respective obligations under the Agreement obtain and use, for administrative purposes only, the following personal data about certain employees of the other Party or third parties engaged by the other Party ("Third Parties") who are working to fulfil the Agreement:

a. Name;
b. Name of employer (i.e. one of the Parties or a Third Party);
c. Title; and
d. Contact information, such as e-mail or phone number.

Each Party will collect and process such personal data as Data Controllers in compliance with applicable data protection laws.

Each Party further acknowledges and agrees that it will provide all of its employees and/or Third Parties, as applicable, who are working to fulfil the Agreement, with a general notice about the other Party's collection and processing of their personal data. Such notice must comply with applicable data protection laws (including, to the extent applicable, Article 13 and 14 of the Regulation (EU) 2016/679, the General Data Protection Regulation). Furthermore, each Party agrees to process such personal data in accordance with applicable data protection laws.

c) Intellectual Property. If Ramboll delivers a written product to the Client, Ramboll hereby grants to Client a perpetual, nonexclusive, royalty-free license to copy, modify and otherwise utilize the product in connection with the Client project for which the Services were provided. Ramboll retains all intellectual property rights.

10. Independent Contractor: Client agrees that Ramboll is acting as an independent contractor and shall retain responsibility for and control over the means for performing its services. Nothing in these Terms and Conditions shall be construed to make Ramboll or any of its officers, employees or agents, an employee or agent of Client.

11. Standard of Care: In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services in the same geographic area. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Ramboll makes no other warranty or representation, either express or implied, with respect to its services. Estimates of cost, recommendations and opinions are made on the basis of our experience and professional judgment; they are not guarantees. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered.

Client recognizes that there may be hazardous conditions at sites to be investigated as part of Ramboll's work. Client acknowledges that Ramboll has neither created nor contributed to the existence of any hazardous, toxic or otherwise dangerous substance or condition at the site(s) which are covered by Ramboll's work. Client also recognizes that some investigative procedures may carry the risk of release or dispersal of pre-existing contamination, even when exercising due care. Client releases Ramboll from any claim (including claims under CERCLA or state law) that it is an "operator" of any site where it performs work for Client or a "generator" or a party who "arranges" for the "transportation," "treatment" or "disposal" of any "hazardous substance" (as those terms are defined in CERCLA), by virtue of its work for Client at any site.

12. Insurance: Ramboll shall maintain the following insurance coverage while it performs the work described herein: (1) statutory Workers Compensation and Employer's Liability Coverage; (2) General Liability for bodily injury and property damage of $1,000,000 aggregate; (3) Automobile Liability with $1,000,000

combined single limit; and (4) Professional Liability and Contractor's Pollution Liability with a combined single limit of $1,000,000 per claim and in the aggregate. If Client desires additional insurance or special endorsements, premiums associated with that coverage would be considered a reimbursable expense. Upon request, we will provide you with a certificate of insurance.

13. Third Parties: Ramboll's services are solely for Client's benefit and may not be relied upon by any third party without Ramboll's express written consent. Any use or dissemination of Ramboll work products (including Ramboll reports), without the written consent of Ramboll, shall be at Client's risk and Client shall indemnify and defend Ramboll from any and all claims, demands, judgments, liabilities and costs (including reasonable attorneys' and expert fees), related to the unauthorized use or dissemination of Ramboll's work. Client also agrees to be solely responsible for and to defend, indemnify, and hold Ramboll harmless from and against any and all claims, demands, judgments, liabilities and costs (including reasonable attorneys' and expert fees), asserted by third parties arising out of or in any way related to our performance or non-performance of services, except for claims of personal injury or property damage to the extent caused by the negligence or willful misconduct of Ramboll's employees.

14. Limitation of Liability: Ramboll shall be liable only for direct damages that result from Ramboll's negligence or willful misconduct in the performance of its services. UNDER NO CIRCUMSTANCES SHALL RAMBOLL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER LAW OR CONTRACT. Ramboll shall not be liable for and Client shall indemnify Ramboll from and against all claims, demands, liabilities and costs (including attorneys' and expert fees) arising out of or in any way related to our performance or non-performance of services, including all on-site activities except to the extent caused by Ramboll's negligence or willful misconduct. In no event shall our liability exceed $1,000,000 and Client specifically releases Ramboll for any damages, claims, liabilities and costs in excess of that amount.

15. Termination: This Agreement may be terminated by either party upon ten (10) days written notice to the other. If Client terminates the Agreement, Client agrees to pay Ramboll for all services performed until the effective date of the termination. Client's obligations under Paragraphs 3, 4, 8, 9, 11, 13, and 14 shall survive termination of this Agreement and/or completion of the services hereunder.

16. Disputes: All disputes under this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association. If our personnel or documents are subpoenaed for depositions or court appearance in any dispute related to the project (except disputes between Ramboll and Client related to our services), Client agrees to reimburse us at our then current billing rates for responding to those subpoenas, including out-of-pocket reimbursable expenses.

17. Scope of Agreement: Once Client has signed Ramboll's proposal, that proposal and these Terms and Conditions shall constitute the complete and exclusive Agreement between the parties and will supersede all prior or contemporaneous agreements, whether written or oral. No provision of these Terms and Conditions may be waived, altered or modified except in writing and signed by Ramboll. Client may use standard business forms, such as purchase orders, for convenience only; any provision on those forms that conflict with these Terms and Conditions shall not apply.

18. Nonsolicitation: Both Ramboll and Client agree during the term of this Agreement and for 12 months following its termination for any reason, neither party will solicit for employment, or hire as an employee or contractor, any personnel of the other party involved in the performance of services under this Agreement.

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19. Force Majeure: Ramboll shall not be liable in any way because of any delay or failure in performance due to circumstances or causes beyond its control, including without limitation strike, lockout, embargo, epidemic, riot, war, act of terrorism, flood, fire, act of God, accident, failure or breakdown of components necessary to order completion, Client, subcontractor or supplier delay or non-performance, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order, or circumstances or conditions which may pose a material risk to the health or safety of its employees. In such event, Ramboll is entitled to equitable compensation from Client for time expended and expenses incurred with respect to the project as a result of the event of Force Majeure.

REVISION – March 2020

TAB G

DocuSign Envelope ID: 557B9626-21A0-4272-A7E5-63A3C88A27CF

This is
EXHIBIT "G"
to the Affidavit of
ANTHONY WILSON
Sworn October October 29, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

--- x	
In re:	: Chapter 11
IMERYS TALC AMERICA, INC., *et al.*,[1]	: Case No. 19-10289 (LSS)
Debtors.	: (Jointly Administered)
	: **Ref. Docket No. 1540 & 1602**
--- x	

ORDER APPROVING ORDINARY COURSE YEAR-END BONUS PAYMENTS FOR CERTAIN EMPLOYEES UNDER SECTIONS 105(a), 363 AND 503 OF THE BANKRUPTCY CODE

Upon the motion (the "Motion")[2] of the Debtors for entry of an order, pursuant to sections 105(a), 363 and 503 of the title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), approving ordinary course year-end bonus payments to certain employees of the Debtors pursuant to the Imerys Annual Incentive Plan (the "**AIP**"); and upon the *Second Supplemental Declaration of Edgar William Mosley II in Support of Debtors' Motion for an Order Approving Ordinary Course Year-End Bonus Payments for Certain Employees Under Sections 105(a), 3663 and 503 of the Bankruptcy Code* [Docket No. 1602] (the "**Supplemental Mosley Declaration**"); and the Court having reviewed the Motion and the Supplemental Mosley Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29,

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Imerys Talc America, Inc. (6358), Imerys Talc Vermont, Inc. (9050), and Imerys Talc Canada Inc. (6748). The Debtors' address is 100 Mansell Court East, Suite 300, Roswell, Georgia 30076.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter an order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this order, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED, to the extent set forth herein.

2. The 2019 Year-End Bonus Payments under the 2019 AIP are hereby approved as to the two individual employees of Debtor Imerys Talc America, Inc. identified in the Motion, one of whom is a member of the board of directors and the President of each of the Debtors, and the other of whom is the Treasurer of each of the Debtors (the "**Eligible Employees**").

3. The Debtors are authorized to make the 2019 Year-End Bonus Payments to the Eligible Employees contemplated under the AIP consistent with the terms of the 2019 AIP set forth in the Motion, in the amount of $101,877 with respect to the Director/President of the Debtors and $54,094 to the Treasurer of the Debtors.

4. Nothing in this Order approves or authorizes any payment under the 2019 AIP beyond what this Court has already approved and authorized in the Final Wages Order, other than the 2019 Year-End Bonus Payment to the two Eligible Employees in the amounts set forth in paragraph 3 above.

5. The entry of this Order is without prejudice to the Debtors' right to request further relief with respect to the AIP or any other Employee Incentive Plan.

6. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Dated: April 9th, 2020
Wilmington, Delaware

TAB H

DocuSign Envelope ID: 557B9626-21A0-4272-A7E5-63A3C88A27CF

This is
EXHIBIT "H"
to the Affidavit of
ANTHONY WILSON
Sworn October 29, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
IMERYS TALC AMERICA, INC., *et al.*,[1]	:	Case No. 19-10289 (LSS)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	**Ref. Docket No. 2158**

ORDER APPROVING ORDINARY
COURSE MID-YEAR BONUS PAYMENT UNDER
SECTIONS 105(a), 363 AND 503 OF THE BANKRUPTCY CODE

Upon the motion (the "Motion")[2] of the Debtors for entry of an order, pursuant to sections 105(a), 363 and 503 of the title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), approving an ordinary course year-end bonus payment to an employee of the Debtors pursuant to the Imerys Annual Incentive Plan (the "**AIP**"); and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter an order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that

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[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this order, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED, to the extent set forth herein.

2. The 2020 Mid-Year Bonus Payment under the 2020 AIP is hereby approved as to the Director of Operations of Debtor Imerys Talc Canada Inc. ("**ITC**"), who also serves as a member of the board of directors of ITC (the "**Eligible Employee**").

3. The Debtors are authorized to make the 2020 Mid-Year Bonus Payment to the Eligible Employee contemplated under the AIP consistent with the terms of the 2020 AIP set forth in the Motion, in the amount of CAD $10,962.70.

4. Nothing in this Order approves or authorizes any payment under the 2020 AIP beyond what this Court has already approved and authorized in the Final Wages Order, other than the 2020 Mid-Year Bonus Payment to the Eligible Employee in the amounts set forth in paragraph 3 above.

5. The entry of this Order is without prejudice to the Debtors' right to request further relief with respect to the AIP or any other Employee Incentive Plan.

6. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Dated: September 21st, 2020
Wilmington, Delaware

TAB I

DocuSign Envelope ID: 557B9626-21A0-4272-A7E5-63A3C88A27CF

This is
EXHIBIT "I"
to the Affidavit of
ANTHONY WILSON
Sworn October 29, 2020

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

DocuSign Envelope ID: 557B9626-21A0-4272-A7E5-63A3C88A27CF

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
IMERYS TALC AMERICA, INC., *et al.*,[1]	:	Case No. 19-10289 (LSS)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	**Re: Docket No. 1201, 1235 & 1726**
	:	

ORDER APPROVING DEBTORS'
<u>REVISED KEY EMPLOYEE INCENTIVE PROGRAM</u>

Upon the motion (as modified by the Supplement filed with the Court on May 15, 2020, the "**<u>Motion</u>**")[2] of the Debtors for entry of an order, pursuant to sections 363(b) and 503(c) of the Bankruptcy Code (i) authorizing the implementation of the Revised KEIP, (ii) approving the terms of the Revised KEIP, and (iii) granting related relief; and the Court having reviewed the Motion, the Mosley Declaration and the Supplemental KEIP Declaration; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after

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[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this Order, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED, as set forth herein.

2. Pursuant to sections 363(b) and 503(c) of the Bankruptcy Code, the Revised KEIP is hereby approved in its entirety, and the Debtors are hereby authorized to implement the Revised KEIP.

3. The Debtors are authorized to take all actions necessary to implement the Revised KEIP on the terms set forth in the Motion, including making any payments that become due in connection therewith. For the avoidance of doubt, the Debtors shall be authorized to make semi-annual payments in accordance with the terms of the AIP Component of the Revised KEIP without further order from the Court.

4. The authorization hereunder to make payments pursuant to the Revised KEIP shall not create any obligation on the part of the Debtors to make payments under the Revised KEIP, unless the KEIP Participants meet the necessary conditions under the Revised KEIP.

5. The Debtors' obligations to pay amounts that become due and owing under the Revised KEIP shall constitute administrative expenses pursuant to section 503(b) of the Bankruptcy Code, thereby entitled to priority payment pursuant to section 507(a)(2) of the Bankruptcy Code.

6. Nothing in this Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and all of the Debtors' rights with respect to such matters are expressly reserved.

7. Nothing in this Order nor the Debtors' payment of claims pursuant to this Order shall be construed as or deemed to constitute (a) an agreement or admission by the Debtors as to the validity of any claim against the Debtors on any grounds, (b) a waiver or impairment of the Debtors' rights to dispute any claim on any grounds, (c) a promise by the Debtors to pay any claim, or (d) an implication or admission by the Debtors that such claim is payable pursuant to this Order.

8. Any Bankruptcy Rule (including, but not limited to, Bankruptcy Rule 6004(h)) or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

9. The entry of this Order is without prejudice to the Debtors' right to request further relief with respect to any other incentive plan.

10. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

11. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Dated: June 1st, 2020
Wilmington, Delaware

DocuSign Envelope ID: 557B9626-21A0-4272-A7E5-63A3C88A27CF

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "**DEBTORS**")
APPLICATION OF IMERYS TALC CANADA INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CV-19-614614-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF ANTHONY WILSON
SWORN OCTOBER 29, 2020

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Maria Konyukhova LSO#: 52880V
Tel: (416) 869-5230
mkonyukhova@stikeman.com

Nicholas Avis LSO#: 76781Q
Tel: (416) 869-5504
navis@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant

TAB 3

Court File No.: CV-19-614614-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 3rd
	)	
	)	
JUSTICE KOEHNEN	)	DAY OF NOVEMBER, 2020

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "DEBTORS")

APPLICATION OF IMERYS TALC CANADA INC., UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ORDER
(RECOGNITION OF FOREIGN ORDERS)

THIS MOTION, made by Imerys Talc Canada Inc. in its capacity as the foreign representative (the "**Foreign Representative**") of the Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Motion Record, proceeded on this day by way of videoconference due to the COVID-19 crisis.

ON READING the affidavit of Anthony Wilson sworn October 29, 2020 (the "**Wilson Affidavit**"), the Eighth Report of Richter Advisory Group Inc., in its capacity as information officer (the "**Information Officer**") dated October ●, 2020, each filed, and upon being provided with copies of the documents required by section 49 of the CCAA,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and those other parties listed on the counsel slip;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and

hereby dispenses with further service thereof.

RECOGNITION OF FOREIGN ORDERS

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Wilson Affidavit.

3. **THIS COURT ORDERS** that the following orders of the United States Bankruptcy Court for the District of Delaware made in the insolvency proceedings of the Debtors under Chapter 11 of Title 11 of the United States Bankruptcy Code are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

(a) *Order (i) Approving the Debtors' Designation of Magris Resources Canada Inc. as Stalking Horse Bidder and Related Bid Protections and (ii) Granting Related Relief*, entered on October 29, 2020 [Docket No. 2022] (the "**Stalking Horse Approval Order**")

(b) *Order (i) Authorizing Employment and Retention of Ramboll US Corporation as Environmental Advisor* Nunc Pro Tunc *to June 25, 2020 and (ii) Waiving Certain Informational Requirements of Local Rule 2016-2 in Connection Therewith*, entered on July 23, 2020 [Docket No. 2022] (the "**Ramboll Retention Order**");

(c) *Order Approving Ordinary Course Year-End Bonus Payments for Certain Employees Under Sections 105(a), 363 and 503 of the Bankruptcy Code*, entered on April 9, 2020 [Docket No. 1617] (the "**Year End AIP Order**");

(d) *Order Approving Ordinary Course Mid-Year Bonus Payment Under Sections 105(a), 363, and 503 of the Bankruptcy Code*, entered on September 21, 2020 [Docket No. 2228] (the "**Mid-Year AIP Order**"); and

(e) *Order Approving Debtors' Revised Key Employee Incentive Program*, entered on June 1, 2020 [Docket No. 1787] (the "**KEIP Order**").

GENERAL

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to

assist the Debtors, the Foreign Representative, the Information Officer as officer of this Court, and their respective counsel and agents in carrying out the terms of this Order.

5. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Debtors and the Foreign Representative and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

6. **THIS COURT ORDERS AND DECLARES** that this Order and all of its provisions are effective from the date it is made without any need for entry and filing.

____

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "**DEBTORS**")
APPLICATION OF IMERYS TALC CANADA INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CV-19-614614-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(RECOGNITION OF FOREIGN ORDERS)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Maria Konyukhova LSO#: 52880V
Tel: (416) 869-5230
mkonyukhova@stikeman.com

Nicholas Avis LSO#: 76781Q
Tel: (416) 869-5504
navis@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "DEBTORS")
APPLICATION OF IMERYS TALC CANADA INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CV-19-614614-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD
(RECOGNITION MOTION)
(Returnable November 3, 2020)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Maria Konyukhova LSO#: 52880V
Tel: (416) 869-5230
mkonyukhova@stikeman.com

Nicholas Avis LSO#: 76781Q
Tel: (416) 869-5504
navis@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant