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

MOTION RECORD
(RE: RECOGNITION MOTION OF FOREIGN ORDERS)
(Returnable November 22, 2024)

November 19, 2024

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TO: THE SERVICE LIST

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

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(November 19, 2024)

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C.	Exhibit "C" – J&J Settlement Order
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H.	Exhibit "H" – J&J Settlement Motion
I.	Exhibit "I" – Trust Agreement
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TAB 1

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NOTICE OF MOTION
(Re: Recognition of Foreign Orders)
(Returnable November 22, 2024)

The Applicant, Imerys Talc Canada Inc. ("**ITC**"), in its capacity as foreign representative (the "**Foreign Representative**") of itself, Imerys Talc America, Inc. ("**ITA**"), and Imerys Talc Vermont, Inc. ("**ITV**", and together with ITC and ITA, the "**Debtors**") will make a motion before the Honourable Justice Steele presiding over the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**") on November 22, 2024, at 12:00 noon, or as soon after that time as the motion can be heard. Please advise if you intend on attending the motion by emailing Nicholas Avis (navis@stikeman.com).

PROPOSED METHOD OF HEARING: The motion is to be heard:

- [ ] In writing under subrule 37.12.1(1);
- [ ] In writing as an opposed motion under subrule 37.12.1(4);
- [ ] In person;
- [ ] By telephone conference;
- [X] By video conference:

THE MOTION IS FOR[1]:

1. An order recognizing and enforcing in Canada the following orders of the US Court made under the insolvency proceedings of the Debtors under the US Bankruptcy Code:

(i) *Order Authorizing the Establishment of a Delaware Trust and Transfer of Funds to Such Trust*, which is expected to be entered by the US Court prior to the hearing of this Motion and be in substantially the same form as proposed order attached to the *Certification of Counsel Regarding Revised Order Authorizing the Establishment of a Delaware Trust and Transfer of Funds to Such Trust* [Docket No. 6794] (such order, the "**QSF Order**");

(ii) *Order (I) Approving Disclosure Statement for the Second Joint Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code and the Form and Manner of Notice of Hearing Thereon, (II) Establishing Combined Solicitation Procedures, (III) Approving Forms of Ballots, (IV) Scheduling a Hearing to Consider Confirmation of the Plan, (V) Approving Procedures for Notice of the Hearing and for Filing Objections to Confirmation of the Plan, and (VI) Granting Related Relief* entered on November 5, 2024 [Docket No. 6730] (the "**Solicitation Procedures Order**");

(iii) *Order (I) Approving the Amended and Restated Settlement Agreement Between the Imerys Debtors, the Cyprus Debtor, Johnson & Johnson, and the Other Parties Thereto, and (II) Approving the Sale of Certain Rights*, entered on October 31, 2024 [Docket No. 6715] (the "**J&J Settlement Order**"); and

[1] All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the affidavit of Eric Danner sworn November 19, 2024 (the "**Seventh Danner Affidavit**").

(iv) *Order Approving Stipulation and Agreement Extending the Term of Mediation*, entered on June 13, 2024 [Docket No. 6322] (the "**Tenth Mediation Extension Order**");

THE GROUNDS FOR THE MOTION ARE:

2. The facts for this motion are more fully set out in the Seventh Danner Affidavit;

Generally

3. The Debtors were formerly engaged in the business of mining, processing, selling, and/or distributing talc;

4. On February 13, 2019, the Debtors filed voluntary petitions for relief under title 11 of the US Bankruptcy Code with the US Court ("**Imerys' Chapter 11 Cases**");

5. On February 20, 2019, this Court made an initial recognition order declaring ITC the "foreign representative" of the Debtors as defined in section 45 of the CCAA and issued a supplemental order;

The Debtors' Second Plan

(a) Generally

6. The Debtors' stated purpose of Imerys' 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;

7. The Debtors filed the Second Plan and the Second Disclosure Statement with the US Court on January 31, 2024;

8. The Second Plan and the Second Disclosure Statement were updated on multiple occasions, with the most recent update being on November 5, 2024;

9. The Second Plan provides a mechanism to channel by permanent injunctions all Talc Personal Injury Claims (subject to the limitations set forth in the Second Plan) to the Talc Personal Injury Trust, which will be used to resolve the Talc Personal Injury Trust Claims;

10. The Second Plan is the result of extensive good-faith and arm's length negotiations with a number of interested parties including but not limited to the Claimant Fiduciaries, the Imerys Non-Debtors, the Cyprus Debtor, CAMC, J&J, Rio Tinto, and Zurich;

11. Copies of the Second Plan and the Second Disclosure Statement, as updated on November 5, 2024, are included in this Motion Record, and any summaries of the Second Plan and the Second Disclosure Statement contained in this Notice are qualified in their entirety by reference to the Second Plan and the exhibits and schedules attached thereto;

(b) The Talc Personal Injury Trust

12. The Talc Personal Injury Trust will assume all liability and responsibility for, and resolve, all Talc Personal Injury Claims against the Debtors and the Cyprus Debtor;[2]

13. The Talc Personal Injury Trust will manage the Talc Personal Injury Trust Assets and liquidate such assets pursuant to the Trust Distribution Procedures;

14. The Talc Personal Injury Trust will have two separate sub-accounts: Fund A (for Ovarian Cancer Claims) and Fund B (for Mesothelioma Claims and Lung Cancer Claims);[3]

[2] Talc Personal Injury Claims against both the Debtors and the Cyprus Debtor are channelled to the Talc Personal Injury Trust because the Talc Personal Injury Claims against the Cyprus Debtor are believed to be a subset of the Talc Personal Injury Claims against the Debtors.

[3] The Trust Distribution Procedures also provide that Other Disease Claims – *i.e.*, claims that are not Ovarian Cancer Claims, Mesothelioma Claims, or Lung Cancer Claims – may be compensable in certain circumstances. Other Disease Claims will be paid from Fund A or Fund B (as applicable), in accordance with the terms of the Trust Distribution Procedures.

(c) Creditor Classes

15. The Second Plan establishes Creditor Classes, two of which (Class 4a and Class 4b) are impaired and eligible to vote to accept or reject the Second Plan;

16. Class 4a consists of all Direct Talc Personal Injury Claims and Indirect Talc Personal Injury Claims that are Fund A Claims, and Class 4b consists of all Direct Talc Personal Injury Claims and Indirect Talc Personal Injury Claims that are Fund B Claims;

17. The Second Disclosure Statement is intended to provide adequate information to the holders of Class 4a and 4b claims so that they can make an informed judgement when voting;

18. The Second Plan treats Canadian-based creditors in the same manner as the US-based creditors;

(d) Settlements

19. The Second Plan encompasses a number of settlements that resolve outstanding disputes among the Debtors and other parties, paving the way for a consensual resolution of the Imerys' Chapter 11 Cases;

20. These settlements see certain parties make (or cause to be made) contributions to the Talc Personal Injury Trust for the benefit of holders of Talc Personal Injury Claims, and in exchange certain parties to these settlements will be released from certain claims and receive the benefit of the Channeling Injunction;

21. The settlements result in contributions to the Talc Personal Injury Trust that are unlikely to be available in the absence of such settlements and relieve the Debtors from pursuing litigation with the settling parties;

J&J Settlement

22. One of the settlements is the J&J Settlement, which was entered into on July 13, 2024, by the Debtors, Imerys S.A., Imerys Talc Italy S.p.A., the Cyprus Debtor, CAMC, and the Claimant Fiduciaries, on the one hand, and J&J and LLT Management LLC, on the other hand;

23. The Debtors, the Cyprus Debtor, CAMC, Imerys S.A., and the Claimant Fiduciaries were engaged in extensive, good faith negotiations with J&J over the course of months for the purpose of resolving disputes regarding the parties' respective indemnification rights and obligations under the J&J Agreements and applicable law, the Debtors' and the Cyprus Debtor's entitlement to the proceeds of the J&J Policies, and J&J's objections to the Plans and the Trust Distribution Procedures;

24. The J&J Settlement contemplates, among other things, that subsequent to the Trigger Date, J&J will pay to the Debtors and the Cyprus Debtor (if prior to the effective date of the Plans) or the Talc Personal Injury Trust (if after the effective date of the Plans) the full amount of the J&J Initial Payment and any portions of the J&J Insurance Payments that have been received by J&J and immediately assign all of their rights to receive the Home Proceeds;

25. J&J, in turn, will acquire the rights of the Debtors and the Cyprus Debtor and their estates in the J&J Agreements and any and all of the Debtor J&J Released Claims held by the Debtors and the Cyprus Debtor and/or their estates;

26. The J&J Settlement is guaranteed to yield settlement proceeds of at least $505 million that will be transferred (along with other assets) to the Debtors and the Cyprus Debtor and/or the Talc Personal Injury Trust for the benefit of current and future talc claimants no later than December 31, 2025, subject to the terms of the J&J Settlement and the Plans;

27. The Debtors believe that the J&J Settlement is fair and equitable and in the best interests of their estates, particularly when compared to the likely alternative: contested, costly and protracted litigation;

The Solicitation Procedures Order

28. The Solicitation Procedures Order provides a path towards the confirmation of the Second Plan by means of:

(a) approving the Second Disclosure Statement for the Second Plan;

(b) approving the form and manner of the Second Disclosure Statement Hearing in respect of the Second Disclosure Statement;

(c) establishing combined Solicitation Procedures;

(d) approving the forms of Ballots;

(e) approving the form, manner and scope of the Imerys Confirmation Hearing Notice in respect of the Confirmation Hearing

(f) establishing certain deadlines in connection with the foregoing; and

(g) granting related relief;

29. The Solicitation Procedures Order was developed in consultation with, among others, the Tort Claimants' Committee and the FCR;

30. The Solicitation Procedures set out in the Solicitation Procedures Order provide a fair and equitable process to solicit votes on the Second Plan and will provide a path to confirmation and, ultimately, the Debtors' emergence from its insolvency proceedings;

31. The Solicitation Procedures establish certain dates and deadlines in connection with the confirmation of the Second Plan, including December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time) as the Voting Deadline, and April 22, 23 and 24, 2025, at 10:00 a.m. (Prevailing Eastern Time) for the Confirmation Hearing;

32. No Canadian stakeholders are anticipated to be prejudiced as a result of recognizing the Solicitation Procedures Order;

The J&J Settlement Order

33. The J&J Settlement Order approves the J&J Settlement;

34. On November 7, 2024, the RMI Insurers filed a notice appealing the J&J Settlement Order along with a motion to stay the J&J Settlement Order pending appeal;

35. The Debtors are seeking to have the J&J Settlement Order recognized notwithstanding the RMI Insurers' appeal;

36. The Debtors do not expect the RMI Insurers' appeal to prevent them from advancing the Second Plan, including soliciting votes thereon;

37. It is unlikely that the RMI Insurers' motion to stay the J&J Settlement Order will be heard until early 2025 and the appeal itself could take far longer to be heard and resolved;

38. No Canadian stakeholders are anticipated to be prejudiced as a result of recognizing the J&J Settlement Order;

The QSF Order

39. The QSF Order authorizes the establishment of the Trust to hold a portion of the remaining Sale proceeds, in trust, which will be used to satisfy the Debtors' liabilities to holders of Talc Personal Injury Claims, pending establishment of the Talc Personal Injury Trust;

40. The Trust secures the tax deduction that ITC took in 2021 (the year of the Sale) in respect of its liabilities to holders of the Talc Personal Injury Claims;

41. Without the Trust (a) ITC would face uncertainty with respect to its Canadian tax liabilities because of the timing of the tax deduction it took in respect of its liabilities to holders of Talc Personal Injury Claims; and (b) there could be a substantial increase in ITC's Canadian tax liabilities and thus a significant reduction of the amount available to pay to the holders of Talc Personal Injury Claims;

42. The Trust will be an irrevocable trust, and the Trust Funds are only to be used for the resolution of Talc Personal Injury Claims or the administrative expenses of operating the Trust or the Talc Personal Injury Trust;

43. The holders of the Talc Personal Injury Claims could be prejudiced if they are unable to secure the deduction within the necessary timeframe;

44. ITC received a partial clearance certificate from the Canadian Revenue Agency on October 29, 2024, which means that ITC may distribute assets to the Trust without risking personal liability for its legal representative for any unpaid taxes, to the extent any such taxes exist for periods ending on or before December 31, 2023;

45. The Canada Revenue Agency was given notice of the QSF Motion in the US Court;

46. The Canada Revenue Agency is currently auditing ITC with respect to the period January 1, 2020, to December 31, 2021;

47. No objections to the QSF Motion were filed with the US Court;

The Tenth Mediation Extension Order

48. The Tenth Mediation Extension Order extends the term of the Mediation in which the Debtors have been involved with various parties from December 31, 2023 (the expiration of the last extension) through February 29, 2024;

49. The Mediation allowed the Debtors to narrow the issues and find a less contested path forward with other stakeholders;

50. The Mediation is not currently on-going;

51. The recognition of the Tenth Mediation Extension Order is not anticipated to cause material prejudice to Canadian stakeholders;

Other Grounds

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

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

54. 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:

55. The Seventh Danner Affidavit and the Exhibits referred to therein;

56. The Ninth Report of KPMG Inc. in its capacity as the Information Officer, to be filed; and

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

November 19, 2024

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Proceeding commenced at Toronto

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AFFIDAVIT OF ERIC DANNER
(Sworn November 19, 2024)

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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.

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 ERIC DANNER
(Sworn November 19, 2024)

I, Eric Danner, of the City of Boston, in the State of Massachusetts, United States of America (the "**US**"), MAKE OATH AND SAY:

1. I am a partner at CohnReznick LLP ("**CohnReznick**"), which maintains offices in New York, New York. I am a CPA and hold a Bachelor of Arts in Economics from Vassar College and an MBA in Accounting/Finance from Boston University. On March 12, 2021, the United States Bankruptcy Court for the District of Delaware (the "**US Court**") entered an order that authorized Imerys Talc America, Inc. ("**ITA**"), Imerys Talc Vermont, Inc. ("**ITV**"), and Imerys Talc Canada Inc. ("**ITC**", and together with ITA and ITV, the "**Debtors**") to (a) engage CohnReznick effective *nunc pro tunc* to January 28, 2021; (b) designate me as their Chief Restructuring Officer, *nunc pro tunc* to January 28, 2021; and (c) designate me as the President and Treasurer of the Debtors effective as of February 17, 2021. This Court recognized the aforementioned order of the US Court on April 19, 2021.

2. As a result of my role and tenure with CohnReznick and the Debtors, my review of public and non-public documents, and my discussions with the Debtors' employees and advisers, I either have personal knowledge or am generally familiar with the Debtors' businesses, financial condition, policies, and procedures, day-to-day operations, and books

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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.

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 Solicitation Procedures Order, the J&J Settlement Order, the QSF Order, and the Tenth Mediation Extension Order (each as 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 dollar references in this affidavit are in US dollars, unless otherwise specified.

BACKGROUND

A. Generally

5. The Debtors are three debtors-in-possession in Imerys' Chapter 11 Cases (as defined below) commenced before the US Court.

6. The Debtors were in the business of mining, processing, selling, and/or distributing talc. They operated talc mines, plants, and distribution facilities in Montana, Vermont, Texas and Ontario, and collectively represented nearly 50% of all talc production in North America. ITA and ITV sold talc directly to their customers as well as to third party and affiliate distributors. ITC exported the vast majority of its talc into the US almost entirely on a direct basis to its customers.

7. The Debtors are indirectly owned by Imerys S.A., which is a French corporation that is the direct or indirect parent entity of over 200 affiliated entities (the "**Imerys Group**").

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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 ("**Imerys' Chapter 11 Cases**") with the US Court ("**Imerys' US Proceeding**"). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the US Bankruptcy Code. 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 such claim, a "**Talc Personal Injury Claim**").

9. As of the Petition Date, approximately 5% of the Debtors' revenues were from talc sales in the United States for personal care/cosmetic applications like baby power, makeup, and soap. The Debtors were historically the sole supplier of cosmetic talc to Johnson & Johnson ("**J&J**"). Although personal care/cosmetic sales made up only a small portion of the Debtors' revenue, nearly all of the pending Talc Personal Injury Claims allege injuries based on use of cosmetic products containing talc, although some claims also allege injuries based on exposure to talc in an industrial setting.

10. 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 US 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.

11. On February 14, 2019, the US Court entered various orders in Imerys' 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 Imerys' Chapter 11 Cases under joint administration in Imerys' US Proceeding.

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12. On February 20, 2019, this Court issued an initial recognition order, *inter alia*, declaring ITC the foreign representative as defined in s. 45 of the CCAA, along with a supplemental order, *inter alia*, recognizing the First Day Orders and appointing Richter Advisory Group Inc. as the information officer. Richter Advisory Group Inc. was replaced by KPMG Inc. as the information officer (the "**Information Officer**") on January 26, 2021.

13. On March 5, 2019, the Office of the United States Trustee for the District of Delaware appointed a committee of tort claimants in Imerys' Chapter 11 Cases (the "**Tort Claimants' Committee**"). On June 3, 2019, the US Court entered an order appointing the future claimants' representative (the "**FCR**") pursuant to sections 105(a), 524(g)(4)(B)(i) and 1109(b) of the US Bankruptcy Code.

14. The Debtors sold substantially all of their talc operations to Magris Resources Canada Inc. as part of a transaction that closed on February 17, 2021, and resulted in a cash payment of $223 million to the Debtors (the "**Sale**"). Consequently, the Debtors are no longer engaged in the talc business. The Debtors' current operations are overseen and managed by CohnReznick.

B. Cyprus' Chapter 11 Case

15. Cyprus Mines Corporation (the "**Cyprus Debtor**") was the parent company of ITV from 1989 to 1992 and the parent company of ITA in 1992. As of the Petition Date, the Cyprus Debtor or its parent company Cyprus Amax Minerals Company ("**CAMC**", and together with the Cyprus Debtor, "**Cyprus**") were named as defendants in approximately 700 talc-related lawsuits. In a substantial number of those lawsuits, the Cyprus Debtor or CAMC was named as a co-defendant of one or more of the Debtors and the lawsuits attempted to hold Cyprus and the Debtors liable for the same conduct.

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16. On February 11, 2021, the Cyprus Debtor filed a voluntary petition for relief under chapter 11 of the US Bankruptcy Code with the US Court ("**Cyprus' Chapter 11 Case**"). Cyprus' Chapter 11 Case is being administered in parallel with Imerys' Chapter 11 Cases before the US Court. On November 5, 2024, the Cyprus Debtor filed with the US Court an updated *First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code* [Cyprus Debtor's Docket No. 2651] (the "**Cyprus Plan**").

17. On March 4, 2021, the Office of the United States Trustee for the District of Delaware appointed a committee of tort claimants in Cyprus' Chapter 11 Case (the "**Cyprus Tort Claimants' Committee**"). On June 10, 2021, the US Court entered an order appointing the future claimants' representative (the "**Cyprus FCR**") pursuant to sections 105(a), 524(g)(4)(B)(i) and 1109(b) of the US Bankruptcy Code.

18. The Debtors and the Cyprus Debtor are working together to, among other things, jointly seek approval of the Plans, which contain many interrelated provisions, and the J&J Settlement (each as defined below).

C. Further Information

19. The events leading up to the within motion, including the factual background regarding the Debtors' business operations and the progress of Imerys' Chapter 11 Cases, are set out in greater detail in the Debtors' previous affidavits filed in connection with this proceeding, which are available on the Information Officer's webpage: https://home.kpmg/ca/imerystalc. Copies of the documents filed in the US Court in Imerys' Chapter 11 Cases and Cyprus' Chapter 11 Case can be found on the webpage for Kroll Restructuring Administration LLC (formerly known as Prime Clerk LLC), the Debtors' and the Cyprus Debtor's claims and noticing agent: https://cases.ra.kroll.com/imerystalc/ and https://cases.ra.kroll.com/cyprusmines/.

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DEVELOPMENTS IN IMERYS' CHAPTER 11 CASES

20. The Debtors have been actively pursuing their restructuring efforts in the United States. Since my last affidavit sworn May 24, 2024, the US Court has entered a number of orders including the following:

a) *Order (I) Approving Disclosure Statement for the Second Joint Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code and the Form and Manner of Notice of Hearing Thereon, (II) Establishing Combined Solicitation Procedures, (III) Approving Forms of Ballots, (IV) Scheduling a Hearing to Consider Confirmation of the Plan, (V) Approving Procedures for Notice of the Hearing and for Filing Objections to Confirmation of the Plan, and (VI) Granting Related Relief* entered on November 5, 2024 [Docket No. 6730] (the "**Solicitation Procedures Order**");

b) *Order (I) Approving the Amended and Restated Settlement Agreement Between the Imerys Debtors, the Cyprus Debtor, Johnson & Johnson, and the Other Parties Thereto, and (II) Approving the Sale of Certain Rights*, entered on October 31, 2024 [Docket No. 6715] (the "**J&J Settlement Order**"); and

c) *Order Approving Stipulation and Agreement Extending the Term of Mediation*, entered on June 13, 2024 [Docket No. 6322] (the "**Tenth Mediation Extension Order**"), each of which are discussed below.

21. On October 25, 2024, the Debtors filed the *Debtors' Motion for an Order Authorizing the Establishment of a Delaware Trust and Transfer of Funds to Such Trust* [Docket No. 6693] (the "**QSF Motion**"). On November 15, 2024, the US Court heard the QSF Motion and indicated that it would enter the requested order, subject to certain revisions being made. Later on

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November 15, 2024, the Debtors filed with the US Court the *Certification of Counsel Regarding Revised Order Authorizing the Establishment of a Delaware Trust and Transfer of Funds to Such Trust* [Docket No. 6794] (the "**QSF COC**"), which included as an exhibit a revised copy of the *Order Authorizing the Establishment of a Delaware Trust and Transfer of Funds to Such Trust* (the "**QSF Order**"). A copy of the QSF COC is attached hereto and marked as **Exhibit "A"**. As of the swearing of this Affidavit, the US Court has not entered the QSF Order. I expect the QSF Order to be entered in the coming days, and I expect it to be substantially in the form as attached to the QSF COC. I intend to swear a supplementary affidavit if and when the QSF Order is entered.

22. The Debtors are seeking to recognize in Canada the QSF Order, the Solicitation Procedures Order, the J&J Settlement Order and the Tenth Mediation Extension Order. Each of these orders are described later in this affidavit. A copy of the Solicitation Procedures Order is attached hereto and marked as **Exhibit "B"**. A copy of the J&J Settlement Order is attached hereto and marked as **Exhibit "C"**. A copy of the Tenth Mediation Extension Order is attached hereto and marked as **Exhibit "D"**.

23. In this affidavit, I refer to the QSF Order, the Solicitation Procedures Order, the J&J Settlement Order, and the Tenth Mediation Extension Order collectively as the "**Foreign Orders**".

OVERVIEW OF THE DEBTORS' PLAN[1]

A. The Debtors' First Plan

24. The Debtors' stated purpose of Imerys' Chapter 11 Cases is to confirm a plan of reorganization that will maximize the value of the Debtors' assets for the benefit of all

[1] Capitalized terms used herein that are not otherwise defined have the meaning ascribed to them in the Second Plan (as defined below).

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stakeholders and include a trust mechanism to address Talc Personal Injury Claims in a fair and equitable manner.

25. To this effect, on May 15, 2020, the Debtors filed the *Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code Filed by Imerys Talc America, Inc.* [Docket No. 1714] (as was modified, amended, or supplemented or updated from time-to-time, the "**First Plan**") and 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] with the US Court.

26. The First Plan was amended ten times, with the tenth and final amendment [Docket No. 4099] being filed with the court on September 16, 2021. The First Plan was summarized in the affidavit of Ryan Van Meter sworn February 18, 2021, which was filed in the within proceedings as part of the motion returnable February 23, 2021. A copy of Ryan Van Meter's affidavit sworn February 18, 2021 (without exhibits) is attached hereto and marked as **Exhibit "E"**.

27. In general terms, the First Plan contemplated the establishment of a trust (the "**Talc Personal Injury Trust**") pursuant to sections 105(a) and 524(g) of the US Bankruptcy Code. Upon the "Effective Date" (as defined in the First Plan), Talc Personal Injury Claims would be channelled into the Talc Personal Injury Trust and the Talc Personal Injury Trust would take full ownership of the "Reorganized North American Debtors", including certain settlement interests and the proceeds (less costs required to administer Imerys' Chapter 11 Cases) derived from the Sale.

28. The voting deadline for the First Plan was on March 25, 2021. The final tabulation, which was released on May 7, 2021, showed that 62,533 votes (79.83% of the votes cast) cast

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accepted the First Plan. The minimum approval threshold of 75% in number as required for a plan by section 524(g) of the US Bankruptcy Code was satisfied; however, various parties brought forward motions to disregard certain votes on the basis that these votes were impermissibly counted as votes in favour of the First Plan.

29. On October 13, 2021, the US Court issued the *Opinion* [Docket No. 4239] (the "**Opinion**") ruling that 15,719 votes (approximately 20% of the votes submitted on the First Plan) should not be counted as votes for or against the First Plan. As a result, only 72% of the votes cast on the First Plan were votes to accept the First Plan, and the Debtors no longer met the minimum acceptance threshold of 75% in number. Following the Opinion, the Debtors suspended all remaining deadlines related to confirmation of the First Plan and determined that a re-solicitation would be required.

B. The Debtors' Second Plan

30. On January 31, 2024, the Debtors filed with the US Court the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 6051] (as may be modified, amended, supplemented or updated from time-to-time, the "**Second Plan**", and together with the Cyprus Plan, the "**Plans**") and the *Disclosure Statement for the Second Joint Plan of Reorganization of Imerys Talc America Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 6052] (as may be modified, amended, or supplemented or updated from time-to-time, the "**Second Disclosure Statement**").

31. As discussed in my affidavit sworn May 24, 2024, the Second Plan and the Second Disclosure Statement were filed as a result of the Debtors' First Plan not obtaining the required number of votes to meet the minimum acceptance threshold.

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32. The Second Plan and the Second Disclosure Statement were updated on multiple occasions, including (a) August 2, 2024 [Docket Nos. 6439 & 6440]; (b) September 27, 2024 [Docket Nos. 6591 & 6592]; (c) October 25, 2024 [Docket Nos. 6694 & 6695]; (d) October 29, 2024 [Docket Nos. 6706 & 6707]; (e) November 4, 2024 [Docket Nos. 6726 & 6727]; and (f) November 5, 2024 [Docket No. 6732 & 6733].

33. The Second Plan and the Second Disclosure Statement were updated on multiple occasions due to, amongst other things, the results of the Debtors' good-faith, arm's-length negotiations with stakeholders.

34. Copies of the Second Plan and Second Disclosure Statement, as updated on November 5, 2024, are attached hereto as **Exhibit "F"** and **Exhibit "G"**, respectively. In this affidavit, I summarize the Second Plan (and the Second Disclosure Statement). All such summaries are qualified in their entirety by reference to the Second Plan and the exhibits and schedules attached to the Second Plan, which control over any summaries in the event of any inconsistency or incompleteness.

35. The Second Plan, like the First Plan, provides a mechanism to channel by permanent injunctions all Talc Personal Injury Claims (subject to the limitations set forth in the Second Plan) to the Talc Personal Injury Trust. The Talc Personal Injury Trust resolves Talc Personal Injury Trust Claims using the Talc Personal Injury Trust Assets in accordance with the Talc Personal Injury Trust Documents, including the Trust Distribution Procedures. It also resolves talc-related claims filed against the Cyprus Debtor.

36. The Second Plan is the result of extensive good-faith and arm's length negotiations with a number of interested parties including but not limited to the Tort Claimants' Committee, the Cyprus Tort Claimants' Committee, the FCR, the Cyprus FCR (collectively, the "**Claimant Fiduciaries**"), the Imerys Non-Debtors, the Cyprus Debtor, CAMC, J&J, Rio Tinto America,

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Inc. ("**Rio Tinto**"), and Zurich American Insurance Company ("**Zurich**"). In addition, the Debtors committed significant resources to mediate outstanding disagreements with each of Cyprus, Rio Tinto, J&J, and several insurers, including Zurich and XL Insurance America, Inc.

37. The Plan Proponents believe that there will be substantially more assets available to resolve Talc Personal Injury Claims under the Second Plan than would be the case if there were a liquidation.

38. The Second Disclosure Statement is intended to provide creditors with "adequate information" regarding the Second Plan, in compliance with section 1125(b) of the US Bankruptcy Code, so that they can vote to accept or reject the Second Plan. The adequate information standard requires that the Debtors disclose information, as far as is reasonably practicable, in light of the nature and history of the Debtors, that would enable a hypothetical investor of the relevant class to make an informed judgement about the Second Plan.

39. Only the holders of claims in Class 4a (Talc Personal Injury Claims – Fund A Claims) and 4b (Talc Personal Injury Claims – Fund B Claims) hold impaired claims that are entitled to vote on the Second Plan. The Second Disclosure Statement is, accordingly, intended to provide adequate information to the holders of Class 4a and 4b claims so that they can make an informed judgement when voting. The different classes are summarized below in paragraph 81.

C. The Talc Personal Injury Trust

40. The Second Plan provides for the establishment of a Talc Personal Injury Trust that will assume all liability and responsibility for, and resolve, all Talc Personal Injury Claims against the Debtors and the Cyprus Debtor. Talc Personal Injury Claims against both the Debtors and the Cyprus Debtor are channelled to the Talc Personal Injury Trust because the Talc Personal

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Injury Claims against the Cyprus Debtor are believed to be a subset of the Talc Personal Injury Claims against the Debtors. As a result, creating a joint Talc Personal Injury Trust into which all Talc Personal Injury Claims are channelled will allow for a more efficient distribution of the Talc Personal Injury Trust Assets and increase recovery amounts.

41. The Talc Personal Injury Trust will manage the Talc Personal Injury Trust Assets and liquidate such assets pursuant to the Trust Distribution Procedures.

42. The Trust Distribution Procedures provide the means for resolving all Talc Personal Injury Claims under the Second Plan. To this effect, the Talc Personal Injury Trust will have two separate sub-accounts: Fund A (for Ovarian Cancer Claims) and Fund B (for Mesothelioma Claims and Lung Cancer Claims).[2] The division of cash between these two funds (and the specific fixed percentage) is the result of extensive internal deliberations among members of the Tort Claimants' Committee and Cyprus Tort Claimants' Committee and the FCR and Cyprus FCR.

43. The Initial Payment Percentage for each Fund will be set by the Talc Trustees, with the consent of the applicable Talc Trust Advisory Committee and the applicable Post-Effective Date FCR, after the Effective Date. Once set, the Initial Payment Percentages will apply to all Talc Personal Injury Claims to be paid by the Talc Personal Injury Trust, unless and until the Talc Trustees, with the consent of the applicable Talc Trust Advisory Committee and the applicable Post-Effective Date FCR, determine that a Fund's Payment Percentage must be changed to assure that such Fund shall be in a financial position to pay present and future holders of similar Talc Personal Injury Claims payable from such Fund in substantially the

[2] The Trust Distribution Procedures also provide that Other Disease Claims – *i.e.*, claims that are not Ovarian Cancer Claims, Mesothelioma Claims, or Lung Cancer Claims – may be compensable in certain circumstances. Other Disease Claims will be paid from Fund A or Fund B (as applicable), in accordance with the terms of the Trust Distribution Procedures.

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same manner. The following chart shows the estimated range of the Initial Payment Percentage for each Fund under the Second Plan:

Fund	Disease	Estimated Initial Payment Percentage Range (Low to High)[3]
Fund A	Ovarian Cancer IV	0.4% - 1.6%
	Ovarian Cancer III	
	Ovarian Cancer II	
	Ovarian Cancer I	
Fund B	Mesothelioma Industrial A	1.9% - 6.0%
	Mesothelioma Industrial B	
	Mesothelioma Cosmetic A	
	Mesothelioma Cosmetic B	
	Lung Cancer (Industrial Talc)	
	Lung Cancer (Cosmetic Talc)	

44. The estimated Initial Payment Percentage ranges are purely estimates based on the information and analyses currently available. They reflect the substantial uncertainties in projecting an Initial Payment Percentage at this stage and they are subject to a number of caveats, as set out in the Second Plan and Second Disclosure Statement. The estimated Initial Payment Percentage ranges are not binding, and the actual payment percentages applied in each Fund over the life of the Talc Personal Injury Trust may differ substantially from these estimates.

D. Settlements

45. The Second Plan encompasses a number of settlements that resolve outstanding disputes among the Debtors and other parties. Each of these settlements, as described below, pave the way for a consensual resolution of the Imerys' Chapter 11 Cases. These settlements see certain parties make (or cause to be made) contributions to the Talc Personal Injury Trust for the benefit of holders of Talc Personal Injury Claims, and in exchange certain parties to

[3] The Cyprus Plan estimates different Initial Payment Percentage ranges.

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these settlements will be released from certain claims and receive the benefit of the Channeling Injunction.

46. The settlements result in contributions to the Talc Personal Injury Trust that are unlikely to be available in the absence of such settlements. The settlements also relieve the Debtors from pursuing litigation with the settling parties, which would be costly and time consuming and carry litigation risk.

The J&J Settlement[4]

Background

47. Given that I have not previously described the J&J Settlement (as defined below) to this Court in any of my earlier affidavits, and given that the Debtors are seeking recognition of the J&J Settlement Order, I have included here a brief history of the disputes between the Debtors, the Cyprus Debtor and J&J to provide more context around the J&J Settlement. A more detailed history of the J&J Settlement is set out in the *Joint Motion of the Imerys Debtors and the Cyprus Debtor for an Order (i) Approving the Settlement Agreement Between the Imerys Debtors, the Cyprus Debtor, Johnson & Johnson, and the Other Parties Thereto, and (ii) Approving the Sale of Certain Rights* [Docket No. 6376] (the "**J&J Settlement Motion**"), a copy of which is attached hereto as **Exhibit "H"**.

48. From 1965 to 1989, Windsor Minerals, Inc. ("**Windsor**", now known as ITV) was a wholly owned subsidiary of J&J and supplied talc to its corporate parent. J&J sold Windsor to the Cyprus Debtor through a stock purchase agreement dated as of January 6, 1989 (the "**1989 SPA**").

[4] All capitalized terms used in this subsection that are not otherwise defined have the meaning ascribed to them in the J&J Settlement Order.

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49. In 1992, the Cyprus Debtor transferred talc-related assets and liabilities, including its stock in Windsor, to a subsidiary, Cyprus Talc Corporation ("**CTC**," now known as ITA), pursuant to an Agreement of Transfer and Assumption, dated June 5, 1992, and the outstanding stock of CTC was purchased by Rio Tinto (which was then named RTZ America Inc.) through a stock purchase agreement dated June 5, 1992.

50. In 2011, Mircal S.A. entered into an agreement with Rio Tinto to purchase the stock of the Rio Tinto Group's talc operations, including the stock of Luzenac America, Inc. (now known as ITA) and Windsor (now known as ITV). The stock purchase agreement entitled Mircal S.A. to substitute other members of the Imerys Group to acquire individual talc-related entities from the Rio Tinto Group. Mircal S.A. exercised that right to cause Imerys Minerals Holding Limited (UK) to acquire the outstanding shares of Luzenac America, Inc.

51. Certain Debtors or their related entities supplied talc to certain J&J entities (the "**J&J Corporate Parties**")[5] for use in products through several supply agreements: (a) 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**"), as amended (the "**1996 Amendment to the 1989 Supply Agreement**"); (b) that certain Supply Agreement between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated April 15, 2001 (the "**2001 Supply Agreement**"), as amended (the "**2004 Amendment to the 2001 Supply Agreement**"); (c) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2010 (the "**2010**

[5] The J&J Corporate Parties, as defined in the J&J Settlement:

> "**J&J Corporate Parties**" shall refer to J&J, Johnson & Johnson Baby Products Company, Johnson & Johnson Consumer Inc., Johnson & Johnson Consumer Products, Inc., and each of their past and present parents, subsidiaries and affiliates, and, in their capacities as such, all of their respective agents and representatives, direct and indirect equity holders, and the successors and assigns of each.

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Supply Agreement"); and (d) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2011 (the "**2011 Supply Agreement**" and, together with the 1989 SPA, the 1989 Supply Agreement, the 1996 Amendment to the 1989 Supply Agreement, the 2001 Supply Agreement, the 2004 Amendment to the 2001 Supply Agreement, and the 2010 Supply Agreement, the "**J&J Agreements**").

52. ITV and ITA have historically supplied talc to the J&J Corporate Parties through certain of the J&J Agreements, and the J&J Agreements contain indemnification obligations. The Debtors and the Cyprus Debtor, in light of the claims made against them by talc claimants, have sought to make claims under the J&J Agreements' indemnification obligations. The J&J Corporate Parties, however, have disputed their indemnification obligations for years, including prior to the Petition Date.

53. The three fundamental disputes as amongst the Debtors, the Cyprus Debtor and the J&J Corporate Parties are the following:

a) **Indemnification**: The Debtors and the Cyprus Debtor and their affiliates assert rights against certain J&J Corporate Parties for, among other things, contractual indemnification arising under the J&J Agreements. The J&J Corporate Parties dispute the existence and scope of any obligation to indemnify the Debtors or the Cyprus Debtor under the J&J Agreements and assert rights against the Debtors and the Cyprus Debtor for, among other things, contractual indemnification arising under certain of the J&J Agreements.

b) **Insurance**: The J&J Corporate Parties dispute the Debtors' and the Cyprus Debtor's entitlement to proceeds of certain insurance policies with alleged remaining solvent limits of approximately $1.5 billion issued to one or more of the

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J&J Corporate Parties by third-party insurers that potentially cover talc-related liabilities (the "**J&J Policies**").

c) **Chapter 11 Plan**: J&J contends that certain provisions of the Plans and related documents, including the Trust Distribution Procedures, could be used to impose liability on J&J through its purported indemnity obligations.

Negotiated Settlement

54. The Debtors, the Cyprus Debtor, CAMC, Imerys S.A., and the Claimant Fiduciaries have engaged in extensive, good faith negotiations with J&J over the course of months for the purpose of resolving disputes regarding the parties' respective indemnification rights and obligations under the J&J Agreements and applicable law, the Debtors' and the Cyprus Debtor's entitlement to the proceeds of the J&J Policies, and J&J's objections to the Plans and the Trust Distribution Procedures.

55. On July 13, 2024, the Debtors, Imerys S.A., Imerys Talc Italy S.p.A., the Cyprus Debtor, CAMC, and the Claimant Fiduciaries, on the one hand, and J&J and LLT Management LLC on the other hand, entered into a settlement agreement and release (as may be amended and restated, the "**J&J Settlement**") that resolved the fundamental disputes between the parties.[6] On September 20, 2024, the settlement agreement was amended and restated to, among other things, replace LLT Management LLC as a signatory with newly-formed Red River Talc LLC, Johnson & Johnson Holdco (NA) Inc., and Pecos River Talc LLC, and to add Rio Tinto and Zurich as signatories. A summary of the key terms of the J&J Settlement can be found at paragraph 38 of the J&J Settlement Motion attached hereto as **Exhibit "H"**.

56. The J&J Settlement effects a compromise and settlement of:

[6] Rio Tinto and Zurich also entered into the J&J Settlement solely with respect to certain provisions contained therein relating to those parties.

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a) The existence and scope of any obligation of the J&J Corporate Parties to indemnify the Debtors, the Cyprus Debtor and related parties under the J&J Agreements;

b) The existence and scope of any obligation of the Debtors, the Cyprus Debtor and related parties to indemnify the J&J Corporate Parties under the J&J Agreements;

c) Claims the parties to the J&J Settlement may have against each other relating to the J&J Agreements or otherwise related to the supply of talc by the Debtors and/or the Cyprus Debtor to any J&J Corporate Party; and

d) Other claims the parties subject to the J&J Settlement may have against each other arising out of or relating to the Talc Personal Injury Claims.

57. The J&J Settlement also resolves J&J's objections to the Plans and the Trust Distribution Procedures.

58. The J&J Settlement contemplates, among other things, three key payments by J&J to the Debtors and the Cyprus Debtor (collectively, the "**J&J Payment Obligations**"):

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Payment	Description & Amount	Timing
1. J&J Initial Payment	A settlement payment from J&J in the aggregate amount of $225 million.	On or prior to the date that is five business days after the Trigger Date.[7]
2. J&J Insurance Payments	A contribution from the J&J Corporate Parties of the first $200 million and 50% of the next $160 million of insurance proceeds recovered under the J&J Policies (subject to an aggregate capped guarantee of $280 million and certain other limitations).	Within five business days after receipt of any portion of any J&J Insurance Payments or Home Proceeds.
3. Home Proceeds	Contribution of all payments made by The Home Insurance Company in Liquidation's ("**Home**") estate with respect to the full amount of the Home allowance for proofs of claims made by ITV and J&J under any policies issued by The Home Insurance Company and/or its affiliates, which assert claims of $111,381,494, whether an initial payment or any subsequent payments relating to such allowance.	

59. In addition, J&J will acquire the rights of the Debtors and the Cyprus Debtor and their estates in the J&J Agreements and any and all of the Debtor J&J Released Claims (as defined in the J&J Settlement) held by the Debtors and the Cyprus Debtor and/or their estates free and clear of any and all rights, claims and interests of any other entity pursuant to sections 363(b)

[7] The "Trigger Date", as defined in the J&J Settlement:

> The "**Trigger Date**" shall be the earliest date on which all of the following conditions precedent have occurred:
> (a) The Imerys Debtors and the Cyprus Debtor each have filed the J&J Settlement Motion in their respective Chapter 11 Cases.
> (b) The Bankruptcy Court has entered the J&J Settlement Order.
> (c) the Voting Affirmation Date, which is the date after the Voting Certification has been filed with the Bankruptcy Court in the Chapter 11 Cases evidencing requisite claimant approval of the Plans on which either (i) the Voting Objection Deadline has expired without (a) any Voting Objection being filed or (b) Voting Objection(s) being filed before expiration of the Voting Objection Deadline that, in the reasonable discretion of each of the Imerys Parties, Cyprus Parties and the Claimant Fiduciaries, if granted, individually or collectively could result in one or both of the Plans not having received requisite claimant approval or (ii) if one or more Voting Objection(s) are filed before expiration of the Voting Objection Deadline that, in the reasonable discretion of each of the Imerys Parties, Cyprus Parties and the Claimant Fiduciaries, if granted, individually or collectively could result in one or both of the Plans not having received requisite claimant approval, such Voting Objection(s) are resolved by the applicable parties or the Bankruptcy Court in a manner that confirms both of the Plans have received requisite claimant approval.

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and 363(f) of the US Bankruptcy Code, subject to certain limitations described in the J&J Settlement.

60. The J&J Settlement contemplates that subsequent to the Trigger Date, J&J will pay to the Debtors and the Cyprus Debtor (if prior to the effective date of the Plans) or the Talc Personal Injury Trust (if after the effective date of the Plans) the full amount of the J&J Initial Payment and any portions of the J&J Insurance Payments that have been received by J&J and immediately assign all of their rights to receive the Home Proceeds, as further detailed in the J&J Settlement. J&J will continue to pay amounts received in respect of the J&J Policies until the full amount of the J&J Insurance Payments have been transferred to the Debtors and the Cyprus Debtor or the Talc Personal Injury Trust (as applicable), provided that, any remaining amounts owed under the J&J Insurance Payments, up to $280 million will be paid by J&J using other sources no later than December 31, 2025. Effective as of the date when the aggregate amount of $280 million on account of the J&J Insurance Payments has been paid, the Debtors and the Cyprus Debtor and/or the Talc Personal Injury Trust will assign to J&J all rights, interests, and remedies they have under the J&J Policies.

61. The J&J Settlement is guaranteed to yield settlement proceeds of at least $505 million that will be transferred (along with other assets) to the Debtors and the Cyprus Debtor and/or the Talc Personal Injury Trust for the benefit of current and future talc claimants no later than December 31, 2025, subject to the terms of the J&J Settlement and the Plans.

62. On September 20, 2024, Red River Talc LLC filed voluntary petitions for relief under chapter 11 of the US Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas to address its talc liabilities. The J&J Settlement includes a provision that makes each of J&J and any successor thereto, and Red River Talc LLC and/or Pecos

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River Talc LLC and any successor thereto, jointly and severally liable for the J&J Payment Obligations.

Implications of the J&J Settlement

63. The J&J Settlement is the culmination of extensive negotiations over the course of months among the Debtors, the Cyprus Debtor, CAMC, Imerys S.A., J&J, and the Claimant Fiduciaries regarding the parties' respective claims under the J&J Agreements, the J&J Policies, and applicable law.

64. The Debtors believe that the J&J Settlement is fair and equitable and in the best interests of their estates, particularly when compared to the likely alternative: contested, costly and protracted litigation. The J&J Settlement resolves the parties' ongoing disputes regarding their respective rights and obligations under the J&J Agreements and J&J Policies, resolves J&J's potential objections to the Plans, and eliminates uncertainty regarding significant assets of the estates. The J&J Settlement guarantees at least $505 million in cash for the benefit of the Debtors' estates and creditors and assist the Debtors' efforts to confirm the Plans, without leaving the resolution of significant disputes to what would undoubtedly be intense litigation. Given the significant risks inherent in litigation, the recovery provided for in the J&J Settlement must be viewed as significantly beneficial for the Debtors, their estates, and creditors.

65. The J&J Settlement enables the Debtors to arrange for a substantial infusion of additional funds to the Talc Personal Injury Trust, while avoiding the cost and uncertainty of litigation regarding the parties' respective rights and obligations under the J&J Agreements and the J&J Policies. The J&J Settlement will resolve J&J's objections to the Plans, which will reduce go-forward litigation costs during the pendency of Imerys' Chapter 11 Cases and Cyprus' Chapter 11 Case and improve the likelihood of confirmation of the Plans.

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66. Importantly, notwithstanding any other provision within the J&J Settlement, nothing contained therein affects the rights of an individual holder of a Talc Personal Injury Claim or such individual holder's heirs, executors, and assigns, to prosecute such individual holder's claims against any J&J Corporate Party.

Imerys Settlement

67. The Second Plan embodies a global settlement of issues (the "**Imerys Settlement**") by the Plan Proponents, which resolves all outstanding disputes between the Debtors, their Estates, the Imerys Non-Debtors, the Tort Claimants' Committee, and the FCR, and provides for a significant contribution to the Talc Personal Injury Trust by the Imerys Non-Debtors.

68. The Imerys Settlement provides that, *inter alia*:

a) In the event the Second Plan is properly accepted by holders of Talc Personal Injury Claims, ITI will commence a chapter 11 bankruptcy proceeding (subject to board approval) to be jointly administered (subject to US Court approval) with the North American Debtors' Chapter 11 Cases prior to the Confirmation Hearing;

b) On the Effective Date (i) the equity interest in ITA and ITC will be reinstated and transferred to the Talc Personal Injury Trust and (ii) the equity interests in ITV will be reinstated; and

c) 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, a Non-Debtor Affiliate.

69. As part of the Imerys Settlement, the Imerys Non-Debtors will contribute, or cause to be contributed, *inter alia*:

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a) To the Debtors or the Reorganized Debtors (who will in turn contribute it to the Talc Personal Injury Trust), the Imerys Settlement Funds consisting of $75 million plus the proceeds of the Sale less $376,630, representing Imerys S.A.'s reasonable and documented out-of-pocket costs and expenses of negotiation and preparation of debtor-in-possession financing (for the avoidance of doubt, the Talc Personal Injury Trust will receive the *remaining* Sale Proceeds after accounting for (i) amounts used to fund Imerys' Chapter 11 Cases and (ii) any and all amounts payable or reserved pursuant to the Second Plan);

b) To the Debtors or the Reorganized Debtors, the Imerys Cash Contribution consisting of the balance of a certain intercompany loan plus $5 million (subject to certain deductions) for payment of Allowed Claims in Class 3a plus $15 million to fund the Debtors' administrative expenses; and

c) To the Talc Personal Injury Trust, the Talc Trust Contribution consisting of the proceeds of the Contributed Indemnity and Insurance Interests, the Talc PI Pledge Agreement, and the Talc PI Guaranty.

70. The Imerys Non-Debtors have also agreed to take certain actions, including waiving all Non-Debtor Intercompany Claims against the Debtors, assuming certain Pension Liabilities of the North American Debtors (if not otherwise assumed by the Buyer), and contributing (or causing to be contributed) their rights and interests to the XL Policies to the Debtors.

71. The Imerys Settlement paved the way for a value-maximizing sale process that has helped fund Imerys' Chapter 11 Cases and will allow for remaining proceeds (less amounts used to fund the Reserves and make other payments required by the Second Plan) to be available for distribution to holders of Talc Personal Injury Claims.

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Rio Tinto/Zurich Settlement

72. The Second Plan 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 American Insurance Company, in its own capacity and as successor-in-interest to 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**").

73. The Rio Tinto/Zurich Settlement arises from the Rio Tinto Corporate Parties' historic ownership of the Debtors. Zurich issued primary liability policies to Luzenac America from 1997 to 2001 and to certain of the Rio Tinto Corporate Parties from 2001 to 2012. The Debtors have asserted rights to coverage under these policies, which Zurich and the Rio Tinto Corporate Parties have disputed.

74. Pursuant to the Rio Tinto/Zurich Settlement, 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 further described in the Second Plan.

Cyprus Settlement

75. As described above under *Cyprus' Chapter 11 Case* starting at paragraph 15, the Cyprus Debtor is a predecessor in interest of ITA.

76. The Second Plan effectuates a global settlement (the "**Cyprus Settlement**") among (a) the Debtors, (b) Cyprus and Freeport-McMoRan Inc., (c) the Tort Claimants' Committee, (d) the FCR, (e) the Cyprus Tort Claimants' Committee and (f) the Cyprus FCR, which

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represents a comprehensive resolution of all issues between and among the Cyprus Settlement Parties.

77. The Cyprus Settlement resolves (a) the treatment of Talc Personal Injury Claims relating to Cyprus, (b) disputes between Cyprus and the Debtors regarding entitlement to certain insurance proceeds between Cyprus and the Debtors, and (c) disputes between Cyprus and the Debtors regarding ownership of certain indemnification obligations owed by J&J.

78. The Cyprus Settlement, like the Imerys Settlement and the Rio Tinto/Zurich Settlement, provides a significant benefit to holders of Talc Personal Injury Claims. Specifically, the Cyprus Settlement provides, *inter alia,* that:

a) It will be implemented through both the Second Plan filed in Imerys' Chapter 11 Cases as well as the plan filed by the Cyprus Mines in Cyprus' Chapter 11 Case;

b) CAMC for and on behalf of itself, Cyprus Mines, and all other Cyprus Protected Parties, will pay a total of $195 million to the Talc Personal Injury Trust in seven installments, which shall be guaranteed by Freeport-McMoRan Inc.; and

c) The Cyprus Protected Parties will assign the Cyprus Talc Insurance Policy Rights to the Talc Personal Injury Trust (subject to certain conditions) as well as other rights to or claims for indemnification, contribution, reimbursement or subrogation related to Talc Personal Injury Claims.

The XL Settlement

79. The Second Plan implements a comprehensive settlement among the Debtors, XL Insurance America, Inc. ("**XL**"), on behalf of itself and for the benefit of the XL Protected Parties, and Imerys USA on behalf of itself and the other Non-Debtor Covered Entities (as

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defined in the XL Settlement Agreement) and consented to by the Tort Claimants' Committee and the FCR (the "**XL Settlement**").

80. One or more of the Debtors have the right to insurance coverage under four primary general liability policies and four umbrella polices issued by XL to Imerys USA and its subsidiaries. The XL Settlement resolves disputes over the amount of coverage to which the Debtors claim to be entitled under the XL Policies. Specifically, the XL Settlement provides, *inter alia,* that:

a) XL will buy back any and all of the rights of the Debtors under the XL Policies, free and clear of any rights of third parties, pursuant to section 363 of the US Bankruptcy Code, as set out in the Second Plan and in the XL Settlement Agreement;

b) The XL Protected Parties will be released from the XL Released Claims, and the XL Protected Parties will receive the benefit of the Channeling Injunction and related injunctive protections under the Second Plan, which will be effective after the XL Contribution is made to the Talc Personal Injury Trust; and

c) XL (on behalf of itself and the XL Protected Parties) will contribute (i) $29.25 million in Cash to the Talc Personal Injury Trust and/or the Non-Debtor Covered Entities.

E. Creditor Classes & Distributions Under the Second Plan

81. There are six Classes of Claims and Equity Interests under the Second Plan. Each of these Classes and their proposed treatment under the Second Plan are summarized in the following table. Where a Class is Unimpaired, it is presumed to accept the Second Plan and is therefore not eligible to vote.

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Class	Class Description[8]	Treatment	Estimated Recovery
Class 1 Priority Non-Tax Claims	Certain Claims entitled to priority pursuant to section 507(a) of the US Bankruptcy Code (other than an Administrative Claim, a Priority Tax Claim, or a Fee Claim)	Unimpaired, not entitled to vote	100%
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 Second Plan or any Final Order as a Secured Claim	Unimpaired, not entitled to vote	100%
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, not entitled to vote	100%
Class 3b Unsecured Claims against ITI	Includes certain Claims 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, not entitled to vote	100%
Class 4a Talc Personal Injury Claims – Fund A Claims	Includes all Direct Talc Personal Injury Claims and Indirect Talc Personal Injury Claims that are Fund A Claims	Impaired (eligible to vote to accept or reject the Second Plan)	See para. 83 below
Class 4b Talc Personal Injury Claims – Fund B Claims	Includes all Direct Talc Personal Injury Claims and Indirect Talc Personal Injury Claims that are Fund B Claims	Impaired (eligible to vote to accept or reject the Second Plan)	See para. 83 below
Class 5a Non-Debtor Intercompany Claims	Includes any claim held against a Debtor by Imerys S.A. or a Non-Debtor Affiliate other than administrative claims and claims related to post-petition Intercompany Transactions	Unimpaired, not entitled to vote	See para. 84 below
Class 5b Debtor Intercompany Claims	Any claim held by a Debtor against another Debtor	Unimpaired, not entitled to vote	100%
Class 6a Equity Interests in ITA and ITC	Outstanding shares of ITA and ITC	Unimpaired, not entitled to vote	See para. 84 below
Class 6b Equity Interests in ITV	Outstanding shares of ITV	Unimpaired, not entitled to vote	100%

[8] These descriptions are neither comprehensive nor complete. For the proper definitions of each class, please refer to the Second Plan.

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Class	Class Description[8]	Treatment	Estimated Recovery
Class 6c Equity Interests in ITI	Outstanding shares of ITI	Unimpaired, not entitled to vote	100%

82. Classes 1, 2, 3a, 3b, 5b, 6b, and 6c are Unimpaired under the Second Plan and are conclusively presumed to have accepted the Second Plan pursuant to section 1126(f) of the US Bankruptcy Code.

83. Class 4a consists of all Direct Talc Personal Injury Claims and Indirect Talc Personal Injury Claims that are Fund A Claims, and Class 4b consists of all Direct Talc Personal Injury Claims and Indirect Talc Personal Injury Claims that are Fund B Claims. On the Effective Date, liability for all Talc Personal Injury Claims shall be channelled 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. The estimated recoveries for classes 4a and 4b under the Second Plan are summarized in the table at paragraph 43, above.

84. Classes 5a and 6a are treated as Unimpaired under the Second Plan. They may not receive a recovery, but they are deemed Unimpaired under the Second Plan and are presumed to have accepted the Second Plan because all holders of Claims or Equity Interests (as applicable) in Classes 5a and 6a are Plan Proponents and have consented to their treatment under the Second Plan in accordance with the Imerys Settlement.

85. The Debtors believe that the proposed creditor classification is appropriate in the circumstances.

F. The Second Plan and its Impact on Canadian Stakeholders

86. The Second 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

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Class 4a and 4b (Talc Personal Injury Claims)) are Unimpaired and their claims will be satisfied in full. Canadian creditors with claims in Class 4a and 4b (Talc Personal Injury Claims) will be treated in the same way as US-based creditors that have claims in Class 4a and 4b.

87. As a result of the closing of the sale transaction with Magris Resources, the Debtors no longer have any material assets in Canada, other than the cash proceeds of the sale (which, if the Second Plan is confirmed, will ultimately be transferred to the Talc Personal Injury Trust, subject to certain deductions, and may in the interim be treated in accordance with the QSF Order).

88. It is a condition precedent to the Effective Date of the Second Plan that this Court enter an order recognizing the US Court order confirming the Second Plan in its entirety and that the aforementioned order of the US Court and the Second Plan be implemented and effective in Canada in accordance with their terms.

G. The Solicitation Procedures[9]

89. The process for soliciting votes to accept or reject the Second Plan (the "**Solicitation Procedures**") is set out in Exhibit 1 of the Solicitation Procedures Order. The Solicitation Procedures provide a path to confirmation of the Second Plan and, ultimately, the Debtors' emergence from its insolvency proceedings.

90. The Solicitation Procedures provide that Solicitation Packages are to be distributed to parties entitled to vote on the Second Plan and other interested parties. The Solicitation Package consists of:

[9] All capitalized terms used in this subsection that are not otherwise defined have the meaning ascribed to them in the Solicitation Procedures.

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a) A cover letter in paper form describing the contents of the Imerys Solicitation Package and a USB flash drive, and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;

b) The Imerys Confirmation Hearing Notice in paper form;

c) A USB flash drive containing a copy of the Second Disclosure Statement with all exhibits, including the Second Plan with its exhibits;

d) The Solicitation Procedures Order (without exhibits);

e) The Combined Solicitation Procedures;

f) Solely to counsel for holders of Direct Talc Personal Injury Claims, an Imerys Master Ballot and voting instructions;

g) Solely to holders of Imerys Talc Personal Injury Claims to whom such holders' attorneys direct the Solicitation Agent to send a Ballot, or who themselves request a Ballot, or to the extent otherwise required by the Combined Solicitation Procedures, an Imerys Individual Ballot (with a postage prepaid, preaddressed business reply envelope); and

h) The Imerys Letter in paper form.

91. The Debtors have engaged Kroll Restructuring Administration LLC to assist in the voting process. For the Second Plan to be accepted, it needs to be approved by at least two-thirds in amount and seventy-five percent in number of those voting claims in each of Class 4a and 4b.

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92. All Ballots must be received by the Solicitation Agent no later than 4:00 PM (Prevailing Eastern Time) on December 16, 2024.

93. The Solicitation Procedures contemplate the method of providing notice for the Confirmation Hearing. In addition to the notice being provided in the Solicitation Packages, notice of the Confirmation Hearing is to be published in *The Wall Street Journal* and certain other newspapers and publications, on or before a date not fewer than twenty-eight days before the Confirmation Objection Deadline (or as soon as reasonably practicable thereafter). The Debtors will also disseminate notice of the Confirmation Hearing through the Supplemental Publication Plan.

Second Plan Confirmation Schedule

94. The Solicitation Procedures established certain dates and deadlines in connection with the confirmation of the Second Plan:

Event	Date[10]
Voting Record Date	October 28, 2024
Deadline for Plan Proponents to Identify Topics of Anticipated Expert Testimony	November 5, 2024
Deadline to Mail Imerys Solicitation Packages and Related Notices	November 8, 2024, or as soon as reasonably practicable thereafter
Deadline to Serve Written Discovery in Connection with Confirmation	November 11, 2024
Deadline for All Parties Other than Plan Proponents to Identify Topics for Anticipated Affirmative Expert Testimony	November 22, 2024
Deadline to File Rule 3018 Motions	November 22, 2024, at 4:00 p.m. (Prevailing Eastern Time)
Deadline for Substantial Completion of Document Productions	December 13, 2024, for all parties except (i) the Insurer Group (as defined in Article XIV of the Imerys Disclosure Statement), (ii) Alystock, Witkin, Kreis & Overholtz, PLLC ("**AWKO**"), and (iii) the Imerys Debtors with respect to requests related to the Plan Supplement

[10] The dates listed in this table are tentative and may change.

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Event	Date[10]
	December 20, 2024, for (i) the Insurer Group, (ii) AWKO, and (iii) the Imerys Debtors with respect to requests related to the Plan Supplement
Voting Deadline	December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time) (unless otherwise extended pursuant to the Combined Solicitation Procedures)
Fact Depositions	December 16, 2024 – January 24, 2025
Deadline to File Voting Certification[11]	January 4, 2025
End of Fact Discovery	January 24, 2025
Affirmative Expert Reports Due	January 31, 2025
Voting Objection Deadline	February 3, 2025
Responsive Expert Reports Due	February 19, 2025
Expert Depositions	February 20, 2025 – March 5, 2025
Hearing on Voting Objections	March 4, 2025, at 10:00 a.m. (Prevailing Eastern Time)
End of Expert Discovery	March 5, 2025
Deadline to file Notice of Proposed Assumption and Cure Amounts	March 12, 2025 (fourteen (14) days prior to Confirmation Objection Deadline)
Deadline for Assumption Objections and/or Cure Objections	The earlier of (i) fourteen (14) days after the service of the Notice of Proposed Assumption and Cure Amounts, and (ii) three (3) Business Days prior to the Confirmation Hearing
Confirmation Objection Deadline	March 26, 2025, at 4:00 p.m. (Prevailing Eastern Time)
Confirmation Reply Deadline and Deadline to File Form of Confirmation Order	April 15, 2025
Confirmation Hearing	April 22, 23, 24, 2025, at 10:00 a.m. (Prevailing Eastern Time)

[11] In addition to tabulating the votes from Class 4a and Class 4b to accept or reject the Imerys Plan, the Voting Certification shall also include (a) a list of Class 4a and Class 4b creditors who opted out of the releases contained in the Imerys Plan, (b) a list of Class 4a and Class 4b creditors whose Imerys Solicitation Packages were returned as undeliverable, or who were not served with an Imerys Solicitation Package pursuant to paragraph 10 of this Order, and (c) a list of Class 4a and Class 4b creditors who were contacted by the Solicitation Agent to cure a defect in their Ballots.

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H. Establishment of a "Qualified Settlement Fund" Trust

95. The Debtors, as noted above, sold their assets to Magris Resources on February 17, 2021. Pursuant to the Second Plan, the remaining proceeds from the Sale, less amounts necessary to fund administrative expenses of Imerys' Chapter 11 Cases and certain post-effective date expenses, are to be transferred to the Talc Personal Injury Trust to satisfy Talc Personal Injury Claims.

96. In 2021 – the year of the Sale – ITC took a tax deduction in respect of its liabilities to holders of the Talc Personal Injury Claims. The Canada Revenue Agency is currently auditing ITC with respect to the period January 1, 2020, to December 31, 2021. To date, no portion of the Sale proceeds have been transferred to the Talc Personal Injury Trust because the Second Plan has not yet been confirmed.

97. In order for ITC to secure its tax deduction, the Debtors intend to establish a Delaware trust (the "**Trust**") pursuant to sections 105(a) and 363(b) of chapter 11 of title 11 of the US Bankruptcy Code. The Trust will constitute a "qualified settlement fund" pursuant to the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder. The Trust will hold a portion of the remaining Sale proceeds, in trust (the "**Trust Funds**"), which will be used to satisfy the Debtors' liabilities to holders of the Talc Personal Injury Claims, pending the establishment of the Talc Personal Injury Trust. The Trust will be an irrevocable trust for the benefit of holders of Talc Personal Injury Claims.

98. Without the Trust, ITC would face uncertainty with respect to its Canadian tax liabilities because of the timing of the tax deduction it took in respect of its liabilities to holders of Talc Personal Injury Claims. Allowing the Debtors to transfer a portion of the Sale proceeds to the Trust (pending the establishment and transfer to the Talc Personal Injury Trust pursuant to the confirmation of the Second Plan) allows ITC to secure such tax deduction up to such portion

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transferred by the actual delivery of the Trust Funds, which will be used to satisfy its liabilities to holders of Talc Personal Injury Claims. Absent this structure, there could be a substantial increase in ITC's Canadian tax liabilities and thus a significant reduction of the amount available to pay to the holders of Talc Personal Injury Claims.

99. I requested Canadian tax clearance certificates with the Canadian Revenue Agency pursuant to the *Income Tax Act*, RSC 1985, c 1 (5th Supp) (the "**ITA**"), the *Excise Tax Act*, RSC 1985, c E-15 (the "**ETA**"), and other applicable legislation, which request must be made before any transfer to the Trust is initiated.

100. Under the ITA and the ETA, any "legal representative" for a taxable Canadian entity must obtain a tax clearance certificate before distributing assets. If assets are distributed without first obtaining this clearance certificate and unpaid taxes are still owed under the ITA or the ETA, such legal representative may be personally liable for any such unpaid taxes, up to the value of the assets distributed (to the extent that there are not sufficient funds to pay such unpaid taxes in full).

101. On October 29, 2024, the Canadian tax authorities issued a partial clearance certificate certifying that ITC's legal representatives will not be personally liable for all taxes of ITC with respect to all periods ending on or before December 31, 2023, on the basis that ITC has paid all outstanding taxes, interest, and penalties (if any) for such periods. The partial clearance certificate does not apply to any potential taxes owing for the period January 1, 2024, onwards (which is why it is only a partial clearance).

102. By obtaining the partial clearance certificate in advance of the confirmation of the Second Plan, the certification process should not delay the ultimate distribution of funds to holders of Talc Personal Injury Claims. ITC may now distribute assets to the Trust without

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risking personal liability for its legal representative for any unpaid taxes, to the extent any such taxes exist for periods ending on or before December 31, 2023.

103. The creation of the Trust and transfer of the Trust Funds for the benefit of holders of Talc Personal Injury Claims is in the best interests of the estates because (a) it allowed the clearance certificate process to begin in advance of the Second Plan being confirmed; and (b) it facilitates the confirmation of ITC's Canadian tax liabilities, which allows ITC to secure a tax deduction for the portion transferred to the Trust in connection with its liabilities related to the Talc Personal Injury Claims.

Terms and Conditions of the Trust

104. The Trust will be governed by the terms of the trust agreement filed by the Debtors on November 7, 2024 (the "**Trust Agreement**") [Docket No. 6745], a copy of which is attached hereto and marked as **Exhibit "I"**.

105. The proposed trustee of the Trust is Wilmington Trust, National Association. The trustee is to manage and invest the amounts deposited in the Trust in a manner consistent with the standards set forth in the Uniform Prudent Investor Act (United States), subject to certain limitations and provisions until the Trust Funds are released.

106. The Trust Funds are only to be used for the resolution of Talc Personal Injury Claims or the administrative expenses of operating the Trust or the Talc Personal Injury Trust. The Trust is irrevocable and the Debtors will have no independently exercisable right to a refund or reversion of any portion of the Trust Funds.

107. The Trust Funds will be released from the Trust only if one of two conditions is satisfied:

a) To provide funding for the Talc Personal Injury Trust; or

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b) If no confirmed plan of reorganization becomes effective in Imerys' Chapter 11 Cases establishing a section 524(g) trust, the Trust Funds will be released, as necessary, to pay Talc Personal Injury Claims upon a judgment of a court of competent jurisdiction or a final settlement establishing the amount of such claims, at any time when the Chapter 11 Cases are no longer pending.

108. Even if no plan of reorganization is confirmed in Imerys' Chapter 11 Cases, the Trust Funds will nevertheless be available to pay Talc Personal Injury Claims.

THE FOREIGN ORDERS SOUGHT TO BE RECOGNIZED

A. The Solicitation Procedures Order[12]

109. The US Court heard the motion seeking approval of the Solicitation Procedures Order on October 28 and 29 and November 4, 2024. The US Court entered the Solicitation Procedures Order on November 5, 2024.

110. The Solicitation Procedures Order*:*

a) Approves the Second Disclosure Statement for the Second Plan;

b) Approves the form and manner of the Second Disclosure Statement Hearing in respect of the Second Disclosure Statement;

c) Establishes combined Solicitation Procedures;

d) Approves the forms of Ballots;

[12] All capitalized terms used in this subsection that are not otherwise defined have the meaning ascribed to them in the Solicitation Procedures Order.

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e) Approves the form, manner and scope of the Imerys Confirmation Hearing Notice in respect of the Confirmation Hearing

f) Establishes certain deadlines in connection with the foregoing; and

g) Grants related relief.

111. The Solicitation Procedures Order was developed in consultation with, among others, the Tort Claimants' Committee and the FCR. The Information Officer was kept appraised of the progress of the Solicitation Procedures Order.

112. Notice of the motion in connection with the Solicitation Procedures Order was provided to, amongst other parties, (a) all Persons or Entities that have filed Proofs of Claim in Imerys' Chapter 11 Cases that have not been previously withdrawn or disallowed by a Final Order; (b) all Persons or Entities listed as holding liquidated, noncontingent, and undisputed Claims; (c) all holders of Equity Interests in the Imerys North American Debtors and the Cyprus Debtor; (d) all known attorneys representing any holders of Direct Talc Personal Injury Claims against the Debtors; (e) any other known holders of Claims against, or Equity Interests in, the Imerys North American Debtors and Cyprus Debtor; and (f) ITI. Copies of the notice were also served on (a) the U.S. Trustee; (b) the Securities and Exchange Commission; (c) counsel to the Imerys Tort Claimant's Committee; (d) counsel to the Imerys FCR; (e) counsel to the Cyprus Torts Claimants' Committee; (f) counsel to the Cyprus FCR; (g) those parties that have requested notice in the Imerys Cases pursuant to Bankruptcy Rule 2002; and (h) those parties identified on the official service list established in the Cyprus Chapter 11 Cases.

113. The US Court received objections and responses from various parties in connection with the Solicitation Procedures Order, including:

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a) AWKO, on behalf of thousands of holders of Talc Personal Injury Claims [Docket No. 6604];

b) Various insurers defined as the "Insurers" and the "Objecting Insurers" [Docket Nos. 6610, 6609]; and

c) The United States Trustee [Docket No. 6637].

114. The Debtors engaged with the objectors to narrow the issues. Some of the objections that were unresolved ahead of the hearing were resolved during the hearing. Any remaining unresolved objections were overruled by the US Court with the entry of the Solicitation Procedures Order.

115. The Solicitation Procedures Order is in the best interests of the Debtors, their estates, and their creditors.

Impact of the Solicitation Procedures Order on Canadian Stakeholders

116. No Canadian stakeholders are anticipated to be prejudiced as a result of recognizing the Solicitation Procedures Order.

B. The J&J Settlement Order

117. The US Court heard the motion seeking approval of the J&J Settlement on September 25, 2024. The US Court entered the J&J Settlement Order on October 31, 2024.

118. The J&J Settlement is guaranteed to yield settlement proceeds of at least $505 million that will be transferred (along with other assets) to the Debtors and the Cyprus Debtor and/or the Talc Personal Injury Trust for the benefit of current and future talc claimants no later than December 31, 2025, subject to the terms of the J&J Settlement and the Plans.

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119. Notice of the J&J Settlement Motion was provided to, amongst other parties, (a) counsel to each of the Claimant Fiduciaries; (b) those parties that have requested notice pursuant to Bankruptcy Rule 2002 in Imerys' Chapter 11 Cases; and (c) those parties that have requested notice pursuant to Bankruptcy Rule 2002 in Cyprus' Chapter 11 Case. In addition, the Debtors served copies of the notice by first class mail on (a) the aforementioned parties; (b) known counsel to holders of Talc Personal Injury Claims; (c) holders of Talc Personal Injury Claims against the Debtors who submitted an individual ballot to vote on the Debtors' prior plan or filed a proof of claim directly in Imerys' Chapter 11 Cases; (d) known holders of Talc Personal Injury Claims against the Cyprus Debtor whose personal addresses are known to the Cyprus Debtor; (e) known holders of Indirect Talc Personal Injury Claims (as defined in the Plans); (f) the issuers of the J&J Policies; and (g) holders of interests in the policies issued by certain insurance companies and the J&J Policies whose addresses are known to the Debtors.

120. The Debtors further published a notice of the J&J Settlement in *Globe & Mail (Canada) National Edition*, *The Wall Street Journal*, *USA Today National Edition*, and *New York Times National Edition*.

121. The US Court received objections and responses from various parties in connection with the J&J Settlement Order, including:

a) Deborah Giannecchini, a talc claimant with ovarian cancer and a member of the Tort Claimants' Committee who brought an objection [Docket No. 6422] and a separate motion for clarification [Docket No. 6423] in her individual capacity as a holder of a Talc Personal Injury Claim. The Debtors revised the J&J Settlement and the J&J Settlement Order in an effort to resolve the issues raised by Ms. Giannecchini's objection. The Court overruled Mr. Giannecchini's remaining

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objections and denied the motion for clarification to the extent not already consensually resolved;

b) TIG Insurance Company and certain other insurers, whose objection was sealed [Docket Nos. 6425, 6424, 6427, and 6541]. The Debtors engaged with these insurers and reached a consensual resolution;

c) Employers Mutual Casualty Company, which is a party to multiple pre-petition insurance policies with the Debtors [Docket Nos. 6426 and 6537]. The Debtors and J&J engaged with this insurer and reached a consensual resolution;

d) Various insurers defined as the "RMI Insurers" [Docket Nos. 6428, 6429, 6435, 6544, 6545, and 6545]. The Debtors engaged with the RMI Insurers at length regarding their issues but were unable to reach a consensual resolution. The Court overruled the RMI Insurers' objection;

e) Denny Thomas, whose alleges that his wife died because of J&J powder [Docket No. 6448]. The J&J Settlement does not impact Mr. Thomas' claim;

f) Rio Tinto America Inc. and certain other entities defined as the "Rio Tinto Settling Parties", which filed a response and reservation of rights in its capacity as a party to a comprehensive settlement with the Debtors [Docket No. 6539]. The Debtors engaged with the Rio Tinto Settling Parties and reached a consensual resolution;

g) Zurich, which filed a response and reservation of rights in its capacity as a party to a comprehensive settlement with the Debtors [Docket No. 6542]. The Debtors engaged with Zurich and reached a consensual resolution; and

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h) Jess R. Smith, who filed an untimely objection on behalf of his mother, Judy Ann Smith [Docket No. 6597].

122. Some of the objections that were unresolved ahead of the hearing were resolved during the hearing. Any remaining unresolved objections were overruled by the US Court with the entry of the J&J Settlement Order.

123. The J&J Settlement is in the best interests of the Debtors, their estates, and their creditors. The Claimant Fiduciaries each support (and are signatories to) the J&J Settlement.

The RMI Insurers' Appeal of the J&J Settlement Order

124. On November 7, 2024, the RMI Insurers filed a notice appealing the J&J Settlement Order [Docket No. 6748] along with a motion to stay the J&J Settlement Order pending appeal [Docket No. 6750]. The RMI Insurers are subrogated to the indemnification rights against J&J held by any party claiming to be insured under certain insurance policies on whose behalf the RMI Insurers have made certain defence or settlement payments. The RMI Insurers claim in their motion to stay the J&J Settlement Order that the J&J Settlement does not pay or adequately protect their subrogated claims for indemnification from the J&J Payment Obligations.

125. In my experience, and given my understanding of how the US Court has handled motions in Imerys' Chapter 11 Cases, I believe it is unlikely that the RMI Insurers' motion to stay the J&J Settlement Order will be heard until early 2025 and the appeal itself could take far longer to be heard and resolved. I do not expect the RMI Insurers' appeal to prevent the Debtors from advancing the Second Plan, including soliciting votes thereon and, depending on the vote tabulation, seeking confirmation of the Second Plan.

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126. The Debtors are seeking to have the J&J Settlement Order recognized notwithstanding the RMI Insurers' appeal:

a) The RMI Insurers' appeal could take months – even years – to resolve;

b) Recognition of the J&J Settlement Order will help ensure that J&J complies with the terms of the J&J Settlement, including the payment of the J&J Payment Obligations; and[13]

c) Recourse to the J&J Payment Obligations may be necessary to pay the administrative costs of Imerys' Chapter 11 Cases—delaying recognition of the J&J Settlement Order could, therefore, impact the Debtors' ability to meet their administrative expenses.

Impact of the J&J Settlement Order on Canadian Stakeholders

127. The J&J Settlement serves the paramount interests of creditors because, among other reasons, it (a) resolves and thereby eliminates disputes among the Debtors and certain J&J Corporate Parties regarding critical assets of the estates, (b) provides a guaranteed recovery for the Debtors' estates or the Talc Personal Injury Trust (subject to the effective date of the Plans) without the cost and delay of post-effective date litigation, (c) avoids uncertainty regarding the proposed assignment of the Debtors' rights under the J&J Agreements to the Talc Personal Injury Trust under the Debtors' Plans, and (d) makes closer the reality of the Debtors achieving the stated purpose of their cases – establishing a trust for the benefit of the holders of Talc Personal Injury Claims. As noted above, the participation of the Claimant Fiduciaries in the settlement discussions and their support of the J&J Settlement speaks

[13] This assumes that the RMI Insurers' motion to stay the J&J Settlement Order pending appeal is not allowed. If the stay is allowed, then J&J is not expected to satisfy the J&J Payment Obligations until the appeal is final.

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volumes as to the fairness of the settlement for the Debtors' talc creditors, the only impaired class of creditors under the Plans.

128. The J&J Settlement narrows the issues and enables the parties to move forward on a less contested path. No Canadian stakeholders are anticipated to be prejudiced as a result of recognizing the J&J Settlement Order. The proceeds of the J&J Settlement Order will be contributed to the Talc Personal Injury Trust, which will benefit holders of Talc Personal Injury Claims including Canadian holders of such claims.

C. The QSF Order

129. The Debtors, by way of the QSF Motion, are seeking authorization to establish the Trust in the accordance with the Trust Agreement to hold the Trust Funds. The US Court heard the QSF Motion on November 15, 2024, and is expected to enter the QSF Order in the coming days.

130. No objections to the QSF Motion were filed with the US Court. The Canada Revenue Agency was given notice of the QSF Motion.

Impact of the QSF Order on Canadian Stakeholders

131. ITC claimed against its 2021 income (the year in which the Sale occurred) a deduction for the liabilities arising from the Talc Personal Injury Claims. Because no plan has been confirmed in Imerys' Chapter 11 Cases, the Debtors must now take action to secure for ITC the benefit of the aforementioned tax deduction. Securing the tax deduction for the liabilities arising from the Talc Personal Injury Claims through an actual transfer of funds could maximize the amount available to pay to the holders of the Talc Personal Injury Claims by reducing the Canadian taxes payable by ITC. The holders of the Talc Personal Injury Claims could be prejudiced if they are unable to secure this deduction within the necessary timeframe.

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132. The Canada Revenue Agency was given notice of the QSF Motion and did not object. I understand that the Canada Revenue Agency will be given notice of the Debtors motion to recognize the QSF Order.

D. Tenth Mediation Extension Order

133. On November 30, 2021, the US Court entered the *Order (I) Appointing Mediators, (II) Referring Certain Matters to Mediation, and (III) Granting Related Relief* [Docket No. 4385] (the "**Mediation Order**"), with such order being recognized by this Court on December 22, 2021.

134. The Mediation Order, among other things, (a) authorized Kenneth R. Feinberg, Esq. to serve as a mediator to mediate any and all issues related to: (i) a global settlement entered into by and among, *inter alios*, the Debtors, Cyprus, Claimant Fiduciaries and related issues (the "**Global Settlement Issues**"); and (ii) the resolution of disputes over the obligations of certain insurers that issued insurance policies to the Cyprus Debtor and its past and present affiliates (the "**Insurance Issues**" and together with the Global Settlement Issues, the "**Mediation Issues**"); (b) provides that the mediation with respect to the Insurance Issues shall proceed jointly between Lawrence W. Pollack, Esq. and Mr. Feinberg (together, the "**Mediators**" and each a "**Mediator**") and that Mr. Pollack will assist Mr. Feinberg in mediating disputes with respect to the Global Settlement Issues, as appropriate; and (c) refers the Mediation Issues to mandatory mediation (the "**Mediation**").

135. Pursuant to the Mediation Order, the Debtors engaged in discussions with key parties in Imerys' Chapter 11 Cases in an effort to reach a resolution with respect to certain ongoing disputes.

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136. The US Court entered multiple orders extending the term of the Mediation, including on March 11, 2022, April 15, 2022, May 23, 2022, July 13, 2022, September 30, 2022, January 23, 2023, March 29, 2023, June 8, 2023, and October 2, 2023. These Mediation extension orders were recognized by this Court as part of four separate recognition orders.

137. On January 24, 2024, the Debtors each filed with the US Court *Certifications of Counsel regarding Proposed Order Approving Stipulation and Agreement Extending the Term of Mediation* [Imerys Docket No. 6038, Cyprus Docket No. 2019] requesting that the US Court enter an order extending the term of the Mediation (a) with respect to the Global Settlement Issues through February 29, 2024; and (b) with respect to the Insurance Issues, through February 5, 2024. Following an objection by a stakeholder, the Debtors adjusted the proposed extension to February 29, 2024, with respect to all Mediation Issues.

138. On June 14, 2024, the US Court entered the Tenth Mediation Extension Order, which extended the term of the Mediation from December 31, 2023 (the expiration of the last extension) through to February 29, 2024. The Mediation is not currently on-going.

139. The Mediation allowed the Debtors to narrow the issues and find a less contested path forward with other stakeholders. As a result of the Mediation, the Debtors reached a renewed consensus with Cyprus and the Claimant Fiduciaries, culminating in the Cyprus Settlement and the filing of the Second Plan and Second Disclosure Statement.

Impact of the Tenth Mediation Extension Order on Canadian Stakeholders

140. No Canadian stakeholders are anticipated to be prejudiced as a result of recognizing the Tenth Mediation Extension Order.

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CONCLUSION

141. I believe that the relief sought in this motion (a) is 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 Imerys' Chapter 11 Cases.

SWORN before me remotely by video conference by Eric Danner, stated as being in the City of New York, in the State of New York, United States of America, before me at the City of Toronto, in the Province of Ontario, on November 19, 2024, in accordance with O. Reg 431/20 *Administering Oath or Declaration Remotely*.

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis LSO #76781Q
Commissioner for Taking Affidavits

Signed by:
Eric Danner
107EF4ADACCA4CC...

ERIC DANNER

Docusign Envelope ID: CBFCFB76-BC78-4556-932E-F965C821FB9F

EXHIBIT “A”

Docusign Envelope ID: CBFCFB76-BC78-4556-932E-F965C821FB9F

This is
EXHIBIT "A"
to the Affidavit of
ERIC DANNER
Sworn November 19, 2024

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nick Avis
Commissioner for Taking Affidavits

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. 6693 & 6761**

CERTIFICATION OF COUNSEL REGARDING REVISED ORDER AUTHORIZING THE ESTABLISHMENT OF A DELAWARE TRUST AND TRANSFER OF FUNDS TO SUCH TRUST

The undersigned hereby certifies as follows:

1. On October 25, 2024, the debtors and debtors-in-possession in the above-captioned cases (collectively, the "**Debtors**"), filed the *Debtors' Motion for Order Authorizing the Establishment of a Delaware Trust and Transfer of Funds to Such Trust* [Docket No. 6693] (the "**Motion**") with the United States Bankruptcy Court for the District of Delaware (the "**Court**"). A copy of the proposed order granting the relief requested in the Motion was attached thereto as Exhibit A (the "**Proposed Order**").

2. Pursuant to the *Notice of Motion and Hearing* filed with the Motion, objections to the Motion were to be filed and served by no later than November 8, 2024 at 4:00 p.m. (prevailing Eastern Time). No answer, objection or other responsive pleading to the Motion has appeared on the Court's docket in the above-captioned chapter 11 cases. On November 12, 2024, the Debtors filed the *Certificate of No Objection Regarding Debtors' Motion for Order Authorizing the Establishment of a Delaware Trust and Transfer of Funds to Such Trust* [Docket No. 6761] (the

[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.

"**Certificate of No Objection**"). Following the filing of the Certificate of No Objection, the Court indicated that it had questions with respect to the Proposed Order.

3. On November 15, 2024, the Court held a hearing (the "**Hearing**") to consider the relief requested in the Motion. At the Hearing, the Court indicated that it would enter the Proposed Order, subject to certain revisions being made consistent with the record made at the Hearing.

4. Consistent with the record made at the Hearing, the Debtors have prepared a revised version of the Proposed Order (the "**Revised Order**"), and a copy of the Revised Order is attached hereto as **Exhibit 1**. For the convenience of the Court and all parties in interest, a blackline comparison of the Revised Order marked against the Proposed Order is attached hereto as **Exhibit 2**.

5. The Revised Order has been circulated to Wilmington Trust, N.A., the Official Committee of Tort Claimants, and Future Talc Personal Injury Claimants' Representative, and the aforementioned parties do not object to the entry of the Revised Order. The Revised Order has been circulated to the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"), and the U.S. Trustee indicates that it takes no position with respect to entry of the Revised Order.

WHEREFORE, the Debtors respectfully request that the Court enter the Revised Order, substantially in the form attached hereto as **Exhibit 1**, at its earliest convenience.

Dated: November 15, 2024
Wilmington, Delaware

/s/ Huiqi Liu

RICHARDS, LAYTON & FINGER, P.A.

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- and -

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Counsel for Debtors and Debtors-in-Possession

Exhibit 1

Revised Order

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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. 6693**

ORDER AUTHORIZING THE ESTABLISHMENT OF A DELAWARE TRUST AND TRANSFER OF FUNDS TO SUCH TRUST

Upon the motion (the "**Motion**")[2] of the Debtors for an order authorizing the establishment of a Delaware trust; 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 a final 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

[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 defined herein shall have the meaning ascribed to them in the Motion.

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED, as set forth herein.

2. All objections to entry of this Order, to the extent not withdrawn or settled, are overruled.

3. The Debtors are authorized to enter into the Trust Agreement, and the Trust Agreement is hereby approved and binding on all parties thereto.

4. ITC is authorized to take such actions as may be necessary to establish a Delaware trust (the "**Trust**") and to transfer the Trust Funds to such Trust to satisfy part of its existing liability to holders of Talc Personal Injury Claims, and the Trust shall assume ITC's liabilities to holders of Talc Personal Injury Claims up to the amount of the Trust Funds plus any income earned thereon.

5. The Trust shall be established in accordance with and governed by the terms of the Trust Agreement so that it may constitute a "qualified settlement fund" under section 468B of the Internal Revenue Code of 1986, as amended, and Treasury regulations promulgated thereunder.

6. The Trust Funds shall be earmarked for and only used for the purposes provided in the Trust Agreement.

7. The Court shall be the supervisory court with respect to the Trust and shall retain jurisdiction while the cases are pending with the Court. Notwithstanding the foregoing, in the event the cases are no longer pending with the Court, and/or if at any time the Court is unable or unwilling to exercise jurisdiction over a matter subject to resolution, review, or approval by the Court, then such matter shall be subject to the jurisdiction of the Court of Chancery of the State of Delaware.

8. The Debtors are authorized to transfer, or cause to be transferred, the Trust Funds to the Talc Personal Injury Trust pursuant to the terms of the Trust Agreement without the need for further order of this Court.

9. This order and each of its provisions shall be binding upon any successor administrator(s) and upon any representative of the Debtors' estates who may hereafter be appointed in these cases or any succeeding cases.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

11. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 2

Blackline

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. ~~—~~6693**

ORDER AUTHORIZING THE ESTABLISHMENT OF A DELAWARE TRUST AND TRANSFER OF FUNDS TO SUCH TRUST

Upon the motion (the "**Motion**")[2] of the Debtors for an order authorizing the establishment of a Delaware trust; 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 a final 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

[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 defined herein shall have the meaning ascribed to them in the Motion.

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED, as set forth herein.

2. All objections to entry of this Order, to the extent not withdrawn or settled, are overruled.

3. The Debtors are authorized to enter into the Trust Agreement, and the Trust Agreement is hereby approved and binding on all parties thereto.

4. ITC is authorized to take such actions as may be necessary to establish a Delaware trust (the "**Trust**") and to transfer the Trust Funds to such Trust to satisfy part of its existing liability to holders of Talc Personal Injury Claims, and the Trust shall assume ITC's liabilities to holders of Talc Personal Injury Claims up to the amount of the Trust Funds plus any income earned thereon.

5. The Trust shall be established in accordance with and governed by the terms of the Trust Agreement so that it may constitute a "qualified settlement fund" under section 468B of the Internal Revenue Code of 1986, as amended, and Treasury regulations promulgated thereunder.

6. The Trust Funds shall be earmarked for and only used for the purposes provided in the Trust Agreement.

7. The Court shall be the supervisory court with respect to the Trust and shall retain jurisdiction ~~for the entire life of the Trust.~~ while the cases are pending with the Court. Notwithstanding the foregoing, in the event the cases are no longer pending with the Court, and/or if at any time the Court is unable or unwilling to exercise jurisdiction over a matter subject to resolution, review, or approval by the Court, then such matter shall be subject to the jurisdiction of the Court of Chancery of the State of Delaware.

8. The Debtors are authorized to transfer, or cause to be transferred, the Trust Funds to the Talc Personal Injury Trust pursuant to the terms of the Trust Agreement without the need for further order of this Court.

9. This order and each of its provisions shall be binding upon any successor administrator(s) and upon any representative of the Debtors' estates who may hereafter be appointed in these cases or any succeeding cases.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

11. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

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EXHIBIT “B”

Docusign Envelope ID: CBFCFB76-BC78-4556-932E-F965C821FB9F

This is
EXHIBIT "B"
to the Affidavit of
ERIC DANNER
Sworn November 19, 2024

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nick Avis
Commissioner for Taking Affidavits

Docusign Envelope ID: CBFCFB76-BC78-4556-932E-F965C821FB9F

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)
Debtor.	:	**Re: Docket Nos. 6727, 6707, 6706, 6952, 6591, 6507, 6257, 6167, 6098, 6084, 6079**

ORDER (I) APPROVING DISCLOSURE STATEMENT FOR THE SECOND JOINT PLAN OF REORGANIZATION OF IMERYS TALC AMERICA, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE AND THE FORM AND MANNER OF NOTICE OF HEARING THEREON, (II) ESTABLISHING COMBINED SOLICITATION PROCEDURES, (III) APPROVING FORMS OF BALLOTS, (IV) SCHEDULING A HEARING TO CONSIDER CONFIRMATION OF THE PLAN, (V) APPROVING PROCEDURES FOR NOTICE OF THE HEARING AND FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN, AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of ITA, ITV, and ITC (collectively, the "**Imerys Debtors**"), the debtors and debtors-in-possession in the above-captioned cases jointly administered under Case No. 19-10289 (LSS) (the "**Imerys Cases**"), and Cyprus Mines Corporation (the "**Cyprus Debtor**"), the debtor and debtor-in-possession in Case No. 21-10398 (LSS) (the "**Cyprus Case**"), for entry of an order, pursuant to sections 105(a), 341, 502, 521, 524(g), 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3003, 3016, 3017, 3018, 3020, 9006, 9007, and 9008, and Local Rules 2002, 3017-1, and 9006-1, among other things, (a) approving the Imerys Disclosure Statement for the Imerys Plan, (b) approving the form and manner of the Joint Disclosure Statement Hearing Notice in respect of the Joint Disclosure

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

[2] Capitalized terms used but not defined in this Order have the meanings given in the Combined Solicitation Procedures and/or the Imerys Plan, as the context requires.

Statement Hearing (each as defined in the Motion), (c) establishing Combined Solicitation Procedures,[3] (d) approving the forms of Ballots with respect to the Imerys Plan, (e) approving the form, manner, and scope of the Imerys Confirmation Hearing Notice in respect of the Confirmation Hearing, (f) establishing certain deadlines in connection with the foregoing, and (g) granting related relief—all as more fully set forth in the Motion; and this Court having reviewed the Motion; and it appearing that this Court has 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 as of February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court 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 this Court having determined that there is good and sufficient cause for the relief granted in this Order, it is hereby

FOUND AND DETERMINED THAT:

A. Notice of the Joint Disclosure Statement Hearing, provided in the manner described in the Motion and through the notices filed on the docket of the Imerys Cases, was sufficient and appropriate under the circumstances and complied with the applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no further notice is needed.

B. The Imerys Disclosure Statement contains "adequate information" within the meaning of section 1125 of the Bankruptcy Code, and no further information is necessary.

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[3] As set forth herein, this Order grants relief requested in the Motion with respect to the Imerys Debtors. A separate order granting the relief requested in the Motion with respect to the Cyprus Debtor will be entered in the Cyprus Case. Notwithstanding the foregoing, this Order approves Combined Solicitation Procedures to govern the solicitation of the Cyprus Plan and Imerys Plan.

C. The Imerys Disclosure Statement complies with Bankruptcy Rule 3016(c) and describes, in specific and conspicuous language, the acts to be enjoined and the entities subject to the injunction, exculpation, and release provisions contained in the Imerys Plan.

D. The Combined Solicitation Procedures attached hereto as Exhibit 1 provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code and the applicable Bankruptcy Rules.

E. The contents of the Imerys Solicitation Packages and other notices, as set forth in the Motion with respect to the Imerys Debtors, comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice of the Imerys Plan, the Confirmation Hearing, and related matters to all interested parties.

F. The forms of Ballots attached hereto as Exhibits 2-1, 2-2, and 2-3, including all instructions provided therein, (a) are sufficiently consistent with Official Form No. 14 to be approved, (b) adequately address the particular needs of the Imerys Cases, and (c) are appropriate for the Classes of Claims entitled to vote to accept or reject the Imerys Plan. No further information or instructions are necessary.

G. Ballots need not be provided to holders of Claims in any Class other than Class 4a (Fund A Claims) and Class 4b (Fund B Claims) (the "**Imerys Voting Classes**") because all other Classes are presumed to accept the Imerys Plan because they are Unimpaired.

H. The period during which the Imerys Debtors may solicit votes on the Imerys Plan is a reasonable and adequate period of time for holders of Claims entitled to vote on the Imerys Plan to make an informed decision to accept or reject the Imerys Plan and timely return Ballots evidencing such decision.

I. The notice of the Imerys Plan and the Confirmation Hearing, as set forth in the Motion, provides good and sufficient notice of the Imerys Plan, the Confirmation Hearing, and the opportunity to vote on and object to the Imerys Plan, complies with Bankruptcy Rules 2002 and 3017, and satisfies the requirements of due process with respect to all known creditors.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED**, as set forth herein.

I. Disclosure Statement

2. The Imerys Disclosure Statement is **APPROVED** as containing "adequate information" within the meaning of section 1125 of the Bankruptcy Code. For the avoidance of doubt, as used in this Order, "**Imerys Debtors**" means ITA, ITV, and ITC, and does not include Imerys Talc Italy S.p.A. ("**ITI**"). This Order does not approve any action that may be taken by ITI, does not approve the Imerys Disclosure Statement for solicitation of ITI's creditors, and does not approve any solicitation procedures with respect to ITI or its creditors.

3. All objections to the Imerys Disclosure Statement that have not been withdrawn or resolved previously or at the hearing to consider the Imerys Disclosure Statement are overruled.

4. The Joint Disclosure Statement Hearing Notice and other notices relating to the Joint Disclosure Statement Hearing and the manner of service thereof are each **APPROVED**.

II. Plan Confirmation Schedule

5. The following dates and deadlines in connection with the Combined Solicitation Procedures and the Confirmation Hearing are **APPROVED**:

Event	Date
Voting Record Date	October 28, 2024
Deadline for Plan Proponents to Identify Topics of Anticipated Expert Testimony	November 5, 2024

Event	Date
Deadline to Mail Imerys Solicitation Packages and Related Notices	November 8, 2024, or as soon as reasonably practicable thereafter
Deadline to Serve Written Discovery in Connection with Confirmation	November 11, 2024
Deadline for All Parties Other than Plan Proponents to Identify Topics for Anticipated Affirmative Expert Testimony	November 22, 2024
Deadline to File Rule 3018 Motions	November 22, 2024, at 4:00 p.m. (Prevailing Eastern Time)
Deadline to File Plan Supplement	December 2, 2024
Deadline to Object to Rule 3018 Motions	December 6, 2024
Deadline for Substantial Completion of Document Productions	December 13, 2024 for all parties except (i) the Insurer Group (as defined in Article XIV of the Imerys Disclosure Statement), (ii) Alystock, Witkin, Kreis & Overholtz, PLLC ("**AWKO**"), and (iii) the Imerys Debtors with respect to requests related to the Plan Supplement December 20, 2024, for (i) the Insurer Group, (ii) AWKO, and (iii) the Imerys Debtors with respect to requests related to the Plan Supplement
Voting Deadline	December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time) (unless otherwise extended pursuant to the Combined Solicitation Procedures)
Fact Depositions	December 16, 2024 – January 24, 2025
Deadline to File Voting Certification[4]	January 4, 2025
End of Fact Discovery	January 24, 2025
Affirmative Expert Reports Due	January 31, 2025

[4] In addition to tabulating the votes from Class 4a and Class 4b to accept or reject the Imerys Plan, the Voting Certification shall also include (a) a list of Class 4a and Class 4b creditors who opted out of the releases contained in the Imerys Plan, (b) a list of Class 4a and Class 4b creditors whose Imerys Solicitation Packages were returned as undeliverable, or who were not served with an Imerys Solicitation Package pursuant to paragraph 10 of this Order, and (c) a list of Class 4a and Class 4b creditors who were contacted by the Solicitation Agent to cure a defect in their Ballots.

Event	Date
Voting Objection Deadline	February 3, 2025
Responsive Expert Reports Due	February 19, 2025
Expert Depositions	February 20 – March 5, 2025
Hearing on Voting Objections	March 4, 2025, at 10:00 a.m. (Prevailing Eastern Time)
End of Expert Discovery	March 5, 2025
Deadline to File Plan Cure and Assumption Notices	March 12, 2025 (fourteen (14) days before Confirmation Objection Deadline)
Deadline for Assumption Objections and/or Cure Amount Objections	The earlier of (i) fourteen (14) days after the service of the Plan Cure and Assumption Notice, and (ii) three (3) Business Days before the Confirmation Hearing
Confirmation Objection Deadline	March 26, 2025, at 4:00 p.m. (Prevailing Eastern Time)
Confirmation Reply Deadline and Deadline to File Form of Confirmation Order	April 15, 2025
Confirmation Hearing	April 22, 23, 24, 2025, at 10:00 a.m. (Prevailing Eastern Time)

6. The Confirmation Hearing shall commence on **April 22, 2025, at 10:00 a.m. (Prevailing Eastern Time)**. The Confirmation Hearing may be adjourned from time to time by this Court or the Imerys Plan Proponents without further notice other than as indicated in any notice or agenda of matters scheduled for a particular hearing that is filed with this Court.

III. Distribution of Imerys Solicitation Packages

7. The proposed distribution and contents of the Imerys Solicitation Packages, which shall include the following, are APPROVED:

a. cover letter in paper form describing the contents of the Imerys Solicitation Package and the enclosed USB flash drive (which flash drive will be clipped to a document in the Imerys Solicitation Package), and instructions for

obtaining (free of charge) printed copies of the materials provided in electronic format;

b. the Imerys Confirmation Hearing Notice in paper form;

c. a USB flash drive containing copies of the Imerys Disclosure Statement with all exhibits, including the Imerys Plan with its exhibits;

d. this Order (without exhibits);

e. the Combined Solicitation Procedures;

f. solely to the attorneys of holders of Imerys Direct Talc Personal Injury Claims, an Imerys Master Ballot and voting instructions;

g. solely to holders of Imerys Talc Personal Injury Claims to whom such holders' attorneys direct the Solicitation Agent to send a Ballot, or who themselves request a Ballot, or to the extent otherwise required by the Combined Solicitation Procedures, an Imerys Individual Ballot (with a postage prepaid, preaddressed business reply envelope); and

h. the Imerys Letter in paper form.

8. On or before November 8, 2024, or as soon as reasonably practicable thereafter, the Imerys Debtors shall transmit, or cause to be transmitted, the Imerys Solicitation Packages as set forth in the Combined Solicitation Procedures.

9. As part of the Imerys Solicitation Package, copies of the Imerys Disclosure Statement, the Imerys Plan, this Order, and exhibits to all such documents, may be provided in PDF format on a USB flash drive, instead of printed hard copies. The cover letter included in the Imerys Solicitation Package shall include instructions for obtaining printed copies of the materials free of charge and include the website of the Imerys Debtors' claims and noticing agent from which these materials may also be downloaded. The Imerys Debtors may substitute hard copies of all solicitation materials instead of the USB flash drive as may be necessary to achieve timely distribution of the Imerys Solicitation Packages or for any other reason.

10. The Imerys Debtors and the Solicitation Agent shall not be required to mail an Imerys Solicitation Package or any other materials related to voting or confirmation of the Imerys

Plan to any person or entity from which the notice of the Motion or other mailed notice in the Imerys Cases was returned as undeliverable by the postal service, unless the Solicitation Agent is provided with accurate addresses for such persons or entities on or before the Voting Record Date, and failure to mail Imerys Solicitation Packages or any other materials related to voting or confirmation of the Imerys Plan to such persons or entities shall not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline and shall not constitute a violation of Bankruptcy Rule 3017(d).

11. The Imerys Debtors shall distribute a copy of the Imerys Confirmation Hearing Notice and Imerys Notice of Non-Voting Status to the holders of Claims and Equity Interests in Classes 1, 2, 3a, 3b, 5a, 5b, 6a, 6b, and 6c of the Imerys Plan ("**Imerys Non-Voting Classes")** and to the holders of Imerys Unclassified Claims, and the Imerys Debtors and the Solicitation Agent shall not be required to mail an Imerys Solicitation Package or any other materials related to voting or confirmation of the Imerys Plan to the holders of Claims or Equity Interests in the Imerys Non-Voting Classes under the Imerys Plan or holders of Imerys Unclassified Claims, except that copies of the Imerys Plan and the Imerys Disclosure Statement shall be served on all parties in Classes 5a, 6a, and 6b under the Imerys Plan.

12. The Imerys Debtors shall not be required to deliver Ballots, Imerys Solicitation Packages, or an Imerys Notice of Non-Voting Status to counterparties to the Imerys Debtors' Executory Contracts and Unexpired Leases who do not have scheduled Claims or Claims based upon filed Proofs of Claim in the Imerys Cases. Rather, in lieu thereof, and in accordance with Bankruptcy Rule 3017(d), the Imerys Debtors shall mail to the counterparties to the Imerys Debtor's Executory Contracts and Unexpired Leases a notice, substantially in the form of Exhibit 3-4 attached hereto (the "**Imerys Contract/Lease Notice**"), as well as a copy of the Imerys

Confirmation Hearing Notice by no later than November 8, 2024, or as soon as reasonably practicable thereafter.

13. For the avoidance of doubt, a Holder will only be entitled to receive an Imerys Notice of Non-Voting Status on account of a Claim arising from the rejection of an Executory Contract or Unexpired Lease if the Claim is filed by the Voting Record Date.

14. With respect to any transferred Claim in the Imerys Voting Classes, the transferee shall be entitled to receive an Imerys Solicitation Package and, if the Holder of such Claim is entitled to vote with respect to the Imerys Plan, cast a Ballot on account of such Claim only if: (a) all actions necessary to effectuate the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date; or (b) the transferee files by the Voting Record Date (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Imerys Plan made by the Holder of such Claim as of the Voting Record Date.

15. On or before December 2, 2024, or such later date that this Court may approve, the Imerys Debtors shall file and serve the Plan Supplement on the Imerys 2002 List, and any party in interest who requests in writing a copy from counsel to the Imerys Debtors, provided that the identity of the initial Talc Trustees and their compensation, the initial members of the Ovarian Cancer TAC, and the initial members of the Mesothelioma TAC, and any amendments thereto, shall be filed and served on all parties receiving Ballots. No further service of the Plan Supplement is necessary. The Imerys Debtors shall further serve copies of the Imerys Debtors' Executory Contract and Unexpired Lease exhibits on the applicable counterparties. The lists of the Imerys

Debtors' Executory Contracts and Unexpired Leases included in the Plan Supplement will be revised by the Imerys Debtors as needed subject to the Imerys Plan.

IV. Combined Solicitation Procedures

16. The Combined Solicitation Procedures attached hereto as Exhibit 1 are **APPROVED** in all respects.

17. The forms of Ballots attached hereto as Exhibits 2-1, 2-2, and 2-3, respectively, are **APPROVED** in all respects.

18. The form of Imerys Letter attached hereto as Exhibit 4 may be included in the Imerys Solicitation Packages.

19. The release opt out election set forth in the Ballots, and the terms and conditions therein, is appropriate. If the holder of an Imerys Talc Personal Injury Claim in Class 4a (Fund A Claims) or Class 4b (Fund B Claims) (a) votes to accept the Imerys Plan, (b) does not submit a Ballot, or (c) rejects the Imerys Plan but does not opt out of the release provisions in the Imerys Plan, the holder will be a Releasing Claim Holder and deemed to have granted the releases in Section 12.2.2 of the Imerys Plan.

20. Talc Personal Injury Claims in Class 4a (Fund A Claims) and 4b (Fund B Claims) of the Imerys Plan shall be temporarily allowed in the amount set forth in section IV(b)(i) of the Combined Solicitation Procedures solely for purposes of voting to accept or reject the Imerys Plan and not for any other purpose; *provided* that any votes that are determined by final non-appealable order, following a motion on notice and hearing to not have been filed in good faith shall be subject to designation pursuant to section 1126(e) of the Bankruptcy Code. Holders of Talc Personal Injury Claims (including Indirect Talc Personal Injury Claims) against the Imerys Debtors may file a Rule 3018 Motion seeking temporary allowance of such holders' Claims in a different

amount. Any such Rule 3018 Motion must be filed no later than November 22, 2024, at 4:00 p.m. (Prevailing Eastern Time) (twenty-four (24) calendar days before the Voting Deadline).

21. For the avoidance of doubt, neither the Classification Motion (as defined in the Imerys Disclosure Statement) nor the filing of any objection to Imerys Direct Talc Personal Injury Claims by any party shall impact the voting rights of any Imerys Direct Talc Personal Injury Claims that are subject to the Classification Motion or any objection.

22. As Solicitation Agent, Kroll Restructuring Administration, LLC shall process and tabulate Ballots and file the Voting Certification in the Imerys Cases no later than January 4, 2025. A Ballot shall not be counted if:

a. The Ballot is submitted by or on behalf of a claimant not entitled to vote pursuant to the Combined Solicitation Procedures;

b. The Ballot is submitted to a Person or Entity other than the Solicitation Agent;

c. The Ballot is not actually received by the Solicitation Agent in the manner set forth in the Combined Solicitation Procedures by the Voting Deadline, unless the Imerys Debtors (with the consent of the other Imerys Plan Proponents, with such consent not to be unreasonably withheld or delayed) shall have granted an extension of the Voting Deadline with respect to such Ballot, or this Court shall have granted such an extension;

d. The Ballot is returned to the Solicitation Agent indicating acceptance or rejection of the Imerys Plan but is unsigned; *provided, however*, for the avoidance of doubt, a signature contained in (i) any Ballot submitted via the Ballot Submission Portal, or (ii) to the extent permitted by the Combined Solicitation Procedures, any Ballot submitted via e-mail, in each case, will be deemed to be an original signature;

e. The Ballot is returned to the Solicitation Agent: (i) indicating neither acceptance nor rejection of the Imerys Plan; (ii) indicating both acceptance and rejection of the Imerys Plan; or (iii) indicating partial rejection and partial acceptance of the Imerys Plan; *provided that* such Ballot will be examined and considered for the purpose of determining whether the claimant has opted out of giving the releases contained in the Imerys Plan;

f. The Ballot is illegible or contains insufficient information to permit the identification of the claimant;

g. The Ballot is transmitted to the Solicitation Agent by facsimile or other electronic means except as provided in Sections V(c) through V(f) of the Combined Solicitation Procedures;

h. The Master Ballot and Exhibit is transmitted to the Solicitation Agent by any means beyond what is authorized by the Combined Solicitation Procedures;

i. The Ballot is submitted in a form that is not the appropriate Ballot for such Claim; or

j. The Ballot is not completed (including, without limitation, (i) a Ballot with respect to a Talc Personal Injury Claim on which the claimant or their attorney or representative fails to make the required certification, (ii) a Ballot submitted by a holder of a Talc Personal Injury Claim that does not provide the last four digits of the claimant's Social Security Number, or their Tax ID Number (TIN) or Employer ID Number (EIN), as applicable, or have the appropriate box checked indicating that such claimant has not been issued a Social Security Number, EIN, or TIN, as applicable, (iii) a Ballot submitted by a holder of an Imerys Direct Talc Personal Injury Claim or their attorney or representative that does not provide the date of birth of the claimant, or (iv) a Ballot submitted by a holder of an Imerys Direct Talc Personal Injury Claim or their attorney or representative that does not specify a disease category).

23. The Imerys Debtors are authorized to cause Imerys Solicitation Packages to be distributed to the attorney of record for holders of Direct Talc Personal Injury Claims entitled to vote on the Imerys Plan in lieu of serving an Imerys Solicitation Package on each individual claimant. Holders of Direct Talc Personal Injury Claims entitled to vote on the Imerys Plan shall have the ability to vote their Claims in the event their attorney lacks or is otherwise unable to certify that he or she has the authority to vote on behalf of the claimant in question, or otherwise declines to exercise any such authority. Holders of Direct Talc Personal Injury Claims entitled to vote on the Imerys Plan shall have the ability to request an Imerys Solicitation Package directly from the Solicitation Agent.

24. In the case of claimants whose Imerys Direct Talc Personal Injury Claims are voted by their attorney, such attorney must certify that he or she has the authority to vote on behalf of

the holders of each of the Imerys Direct Talc Personal Injury Claims listed on the Exhibit to the Master Ballot returned by such attorney.

25. A Ballot will not constitute or be deemed a proof of Claim or Equity Interest, an assertion of a Claim, the allowance of a Claim, or the acceptance or liquidation of any Talc Personal Injury Claim for purposes of any distribution. None of the information set forth in the Ballot shall constitute an admission by the Imerys Debtors as to the extent, validity, or priority of the Claim voted, nor shall anything contained in the Ballot or information submitted in or with the Ballot be binding upon either of the Imerys Debtors or the holder in any subsequent claims resolution process or other proceeding. A Ballot may not be used for any purposes other than to transmit votes on the Imerys Plan, and to determine whether Class 4a (Fund A Claims) and Class 4b (Fund B Claims) claimants who are permitted to opt out from giving the releases contained in the Imerys Plan have done so.

26. The Solicitation Agent is required to retain all paper copies of Ballots and all solicitation-related correspondence for the later of one (1) year following the Effective Date and the resolution of any appeal of confirmation of the Imerys Plan, whereupon the Solicitation Agent shall destroy and/or otherwise dispose of all paper copies of Ballots, printed solicitation materials including unused copies of the Imerys Solicitation Packages and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Imerys Debtors or the Clerk of this Court in writing within such one (1) year period.

V. Confirmation Notices and Objection Procedures

27. The form, manner, and scope of the mailed Imerys Confirmation Hearing Notice, the Publication Notice, the Imerys Notice of Non-Voting Status, and the Imerys Contract/Lease Notice, attached hereto as Exhibits 3-1, 3-2, 3-3, and 3-4, respectively, constitute good, sufficient,

and adequate notice to known creditors and holders of Equity Interests of the Imerys Debtors, and other parties-in-interest in the Imerys Cases, comply with due process, and are **APPROVED**. Such notices are being provided by means reasonably calculated to reach all known interested persons, reasonably convey all the required information to inform all known interested persons affected thereby and provide a reasonable time for a response and an opportunity to object to the relief requested. No other or further notice to known interested persons is necessary.

28. Notwithstanding anything else herein, the Imerys Debtors shall cause the Imerys Confirmation Hearing Notice to be served on: (a) all holders of Claims, including Unclassified Claims, and Equity Interests under the Imerys Plan, whether or not they are entitled to vote; (b) the Imerys 2002 List; (c) the Internal Revenue Service; (d) the SEC, (e) the United States Attorney for the District of Delaware; (f) the United States Trustee; (g) counsel to the Imerys Tort Claimants' Committee; (h) counsel to the Imerys FCR; (i) counsel to the Cyprus Tort Claimants' Committee; (j) counsel to the Cyprus FCR; (k) all state and local taxing authorities in the United States and Canada in the jurisdictions in which the Imerys Debtors have tax liabilities; (l) all federal, state, and local authorities in the United States and Canada that regulate any portion of the Imerys Debtors' businesses, including the Environmental Protection Agency; (m) all other persons or entities listed on the Imerys Debtors' creditor mailing matrices; and (n) all counterparties to the Imerys Executory Contracts and Unexpired Leases.

29. Notwithstanding anything else herein, the Imerys Debtors shall also cause the entities set forth in (b) through (l) of paragraph 28 above to be served with a copy of this Order (without exhibits) and a copy of the Imerys Plan and the Imerys Disclosure Statement. In addition, as set forth in the Combined Solicitation Procedures, on or before the Solicitation Date, the Imerys Debtors shall cause an Imerys Solicitation Package (without a Ballot) to be served for

informational purposes only upon (a) the United States Trustee, (b) the Securities and Exchange Commission, (c) counsel to the Imerys Tort Claimants' Committee, (d) counsel to the Cyprus Tort Claimants' Committee, (e) counsel to the Imerys FCR, (f) counsel to the Cyprus FCR, and (g) the Imerys 2002 List.

30. Objections and responses, if any, to confirmation of the Imerys Plan must (a) be in writing, (b) set forth in detail the name and address of any party filing the objection, the legal and factual basis for the objection, and the amount of the objector's Claim(s) or such other grounds that give the objector standing to assert the objection, (c) conform to the Bankruptcy Rules and Local Rules, (d) be filed in the Imerys Cases with this Court, and (e) be served upon the parties listed in the Imerys Confirmation Hearing Notice at the addresses set forth therein, **on or before 4:00 p.m. (Prevailing Eastern Time) on March 26, 2025**, which service may be through the CM/ECF system, with courtesy copies by e-mail delivered to counsel for each of the Plan Proponents.

31. Objections to confirmation of the Imerys Plan not timely filed and served in accordance with the provisions of this Order may not be considered by this Court.

32. The Imerys Plan Proponents or other parties in interest may file and serve a reply or replies to any objections or responses to confirmation of the Imerys Plan **on or before April 15, 2025**.

VI. Additional Relief

33. The Imerys Debtors are authorized to take any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of this Court.

34. The Imerys Debtors are authorized to make any non-substantive changes to the Combined Solicitation Procedures, Ballots, Imerys Confirmation Notices, Publication Notice, Imerys Notice of Non-Voting Status, and Imerys Contract/Lease Notice without further order of this Court, including, without limitation, filling in any missing dates or other missing information and changes to (a) correct any typographical, grammatical, and formatting errors or omissions before their mailing to parties in interest or publication, and (b) modify the Publication Notice as necessary or desirable for purposes of providing notice in foreign publications; *provided* that the Imerys Debtors shall notify the United States Trustee before making any such changes.

35. The Imerys Debtors and/or the Solicitation Agent, as applicable, are authorized to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots, which determination, absent a contrary ruling of this Court, will be final and binding, subject to the Combined Solicitation Procedures.

36. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: November 5th, 2024
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Combined Solicitation Procedures

Combined Solicitation Procedures for

Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code

and

First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code

The following procedures (the "**Combined Solicitation Procedures**") are adopted with respect to (a) the distribution of solicitation packages with respect to the (i) *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Plan**") and (ii) *First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code* (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Cyprus Plan**" and, together with the Imerys Plan, the "**Plans**") and (b) the return and tabulation of ballots and master ballots to be used in voting on the Plans.

The Combined Solicitation Procedures set out in this document are supplemented by the instructions accompanying the ballots and master ballots that will be included in the solicitation packages, which will be sent to (or can be obtained by) those persons or entities entitled to vote on the Plans, or such persons' or entities' authorized representatives. You should review those instructions and the Combined Solicitation Procedures carefully. In the event of conflict between the ballot instructions and the Combined Solicitation Procedures, the terms of the Combined Solicitation Procedures will govern and control.

I. DEFINITIONS[1]

(a) **"Ballot"** means each of the ballots and/or master ballots upon which holders of Talc Personal Injury Claims entitled to vote shall, among other things, indicate their acceptance or rejection of the applicable Plan(s) in accordance with the Plan(s) and the Combined Solicitation Procedures, and which must be ***actually received*** by the Solicitation Agent on or before the Voting Deadline.

(b) **"Bankruptcy Court"** means the United States Bankruptcy Court for the District of Delaware or such other court (other than the District Court) as may have jurisdiction over the Chapter 11 Cases.

(c) **"Combined Solicitation Procedures Motion"** means the *Motion of Debtors for Entry of Order (I) Approving Disclosure Statements for the (A) Second Joint Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the*

[1] Capitalized terms used but not defined in the Combined Solicitation Procedures have the meanings given to them in the Combined Solicitation Procedures Motion or, if not defined therein, in the Imerys Plan or the Cyprus Plan, as the context requires.

Bankruptcy Code and (B) First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code, and the Form and Manner of Notice of Hearing Thereon, (II) Establishing Combined Solicitation Procedures, (III) Approving Forms of Ballots, (IV) Scheduling a Joint Hearing to Consider Confirmation of the Plans, (V) Approving Procedures for Notice of the Joint Hearing and for Filing Objections to Confirmation of the Plans, and (VI) Granting Related Relief [Imerys Docket No. 6079; Cyprus Docket No. 2160].

(d) **"Confirmation Hearing"** means the hearing(s) held by the Bankruptcy Court pursuant to section 1129 of the Bankruptcy Code to consider confirmation of the Plans, as such hearing(s) may be adjourned or continued from time to time.

(e) **"Confirmation Hearing Notice"** means, as applicable, the Imerys Confirmation Hearing Notice and/or the Cyprus Confirmation Hearing Notice.

(f) **"Confirmation Objection Deadline"** means March 26, 2025, at 4:00 p.m. (Prevailing Eastern Time).

(g) **"Cyprus Confirmation Hearing Notice"** means the mailed notice of (i) the date and time fixed for (A) submitting votes on the Cyprus Plan, (B) filing objections to confirmation of the Cyprus Plan, and (C) the Confirmation Hearing and (ii) the procedure for holders of Cyprus Talc Personal Injury Claims to obtain a Cyprus Solicitation Package, substantially in the form attached to the Cyprus Solicitation Procedures Order as Exhibit 3-1.

(h) **"Cyprus Contract/Lease Notice"** means, the notice, substantially in the form attached to the Cyprus Solicitation Procedures Order as Exhibit 3-4, to be provided to Cyprus Executory Contract counterparties.

(i) **"Cyprus Direct Talc Personal Injury Claim"** means "Direct Talc Personal Injury Claim" as that term is defined in the Cyprus Plan.

(j) **"Cyprus Disclosure Statement"** means the *Disclosure Statement for First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code* [Cyprus D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time).

(k) **"Cyprus Indirect Talc Personal Injury Claim"** means "Indirect Talc Personal Injury Claim" as that term is defined in the Cyprus Plan.

(l) **"Cyprus Individual Ballot"** means a Ballot submitted by a holder of a Cyprus Talc Personal Injury Claim pursuant to the Combined Solicitation Procedures.

(m) **"Cyprus Master Ballot"** means a Ballot submitted on behalf of one or more holders of Cyprus Direct Talc Personal Injury Claims pursuant to the Combined Solicitation Procedures.

(n) **"Cyprus Notice of Non-Voting Status"** means a notice, substantially in the form attached as Exhibit 3-3 to the Cyprus Solicitation Procedures Order, to be provided by the Cyprus Debtor to Known holders of (i) Claims in Classes 1, 2, 3, and 5 of the Cyprus Plan and (ii) Cyprus

Unclassified Claims, which notifies such parties that they are not entitled to vote to accept or reject the Cyprus Plan.

(o) **"Cyprus Solicitation Package"** means, and will consist of, all of the following:

(i) a cover letter in paper form describing the contents of the Cyprus Solicitation Package and the enclosed USB flash drive (which flash drive will be clipped to a document in the Cyprus Solicitation Package), and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;

(ii) the Cyprus Confirmation Hearing Notice in paper form;

(iii) a USB flash drive containing copies of the Cyprus Disclosure Statement with all exhibits, including the Cyprus Plan with its exhibits;

(iv) the Cyprus Solicitation Procedures Order (without exhibits);

(v) the Combined Solicitation Procedures;

(vi) solely to the attorneys of holders of Cyprus Direct Talc Personal Injury Claims, a Cyprus Master Ballot and voting instructions;

(vii) solely to holders of Cyprus Talc Personal Injury Claims to whom such holders' attorneys direct the Solicitation Agent to send a Ballot, or who themselves request a Ballot, or to the extent otherwise required by the Combined Solicitation Procedures, a Cyprus Individual Ballot (with a postage prepaid, preaddressed business reply envelope); and

(viii) a letter in paper form from the Cyprus Tort Claimants' Committee urging holders of Cyprus Talc Personal Injury Claims to vote to accept the Cyprus Plan.

(p) **"Cyprus Solicitation Procedures Order"** means the order of the Bankruptcy Court approving the Cyprus Disclosure Statement and the Combined Solicitation Procedures.

(q) **"Cyprus Talc Personal Injury Claim"** means "Talc Personal Injury Claim" as that term is defined in the Cyprus Plan.

(r) **"Cyprus Unclassified Claims"** means Administrative Claims, Fee Claims, and Priority Tax Claims, which are unclassified and Unimpaired under the Cyprus Plan.

(s) **"Debtors"** means, collectively, (i) 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 at or before the Confirmation Hearing, Imerys Talc Italy S.p.A., and (ii) Cyprus Mines Corporation.

(t) **"Disclosure Statements"** means, collectively, the Imerys Disclosure Statement and the Cyprus Disclosure Statement.

(u) **"Direct Talc Personal Injury Claim"** means, as applicable, an Imerys Direct Talc Personal Injury Claim and/or a Cyprus Direct Talc Personal Injury Claim.

(v) **"Dockets"** means the dockets in the Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court.

(w) **"Equity Interests"** has the meanings given in each of the Plans.

(x) **"Executory Contract"** means any unexpired lease or executory contract of any of the Debtors, as applicable, that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

(y) **"Imerys Confirmation Hearing Notice"** means the mailed notice of (i) the date and time fixed for (A) submitting votes on the Imerys Plan, (B) filing objections to confirmation of the Imerys Plan, and (C) the Confirmation Hearing and (ii) the procedure for holders of Imerys Talc Personal Injury Claims to obtain an Imerys Solicitation Package, substantially in the form attached to the Imerys Solicitation Procedures Order as Exhibit 3-1.

(z) **"Imerys Contract/Lease Notice"** means, the notice, substantially in the form attached to the Imerys Solicitation Procedures Order as Exhibit 3-4, to be provided to Imerys Executory Contract counterparties.

(aa) **"Imerys Direct Talc Personal Injury Claim"** means "Direct Talc Personal Injury Claim" as that term is defined in the Imerys Plan.

(bb) **"Imerys Disclosure Statement"** means the *Disclosure Statement for Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time).

(cc) **"Imerys Indirect Talc Personal Injury Claim"** means "Indirect Talc Personal Injury Claim" as that term is defined in the Imerys Plan.

(dd) **"Imerys Individual Ballot"** means a Ballot submitted by a holder of an Imerys Talc Personal Injury Claim pursuant to the Combined Solicitation Procedures.

(ee) **"Imerys Master Ballot"** means a Ballot submitted on behalf of one or more holders of Imerys Direct Talc Personal Injury Claims pursuant to the Combined Solicitation Procedures.

(ff) **"Imerys Notice of Non-Voting Status"** means a notice, substantially in the form attached as Exhibit 3-3 to the Imerys Solicitation Procedures Order, to be provided by the Imerys Debtors to Known holders of (i) Claims in Classes 1, 2, 3a, 3b, 5a, 5b, 6a, 6b, and 6c of the Imerys Plan and (ii) Imerys Unclassified Claims, which notifies such parties that they are not entitled to vote to accept or reject the Imerys Plan.

(gg) **"Imerys Solicitation Package"** means, and will consist of, all of the following:

(i) a cover letter in paper form describing the contents of the Imerys Solicitation Package and the enclosed USB flash drive (which flash drive will be clipped to a document in the Imerys Solicitation Package), and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;

(ii) the Imerys Confirmation Hearing Notice in paper form;

(iii) a USB flash drive containing copies of the Imerys Disclosure Statement with all exhibits, including the Imerys Plan with its exhibits;

(iv) the Imerys Solicitation Procedures Order (without exhibits);

(v) the Combined Solicitation Procedures;

(vi) solely to the attorneys of holders of Imerys Direct Talc Personal Injury Claims, an Imerys Master Ballot and voting instructions;

(vii) solely to holders of Imerys Talc Personal Injury Claims to whom such holders' attorneys direct the Solicitation Agent to send a Ballot, or who themselves request a Ballot, or to the extent otherwise required by the Combined Solicitation Procedures, an Imerys Individual Ballot (with a postage prepaid, preaddressed business reply envelope); and

(viii) a letter in paper form from the Imerys Tort Claimants' Committee urging holders of Imerys Talc Personal Injury Claims to vote to accept the Imerys Plan.

(hh) **"Imerys Solicitation Procedures Order"** means the order of the Bankruptcy Court approving the Imerys Disclosure Statement and the Combined Solicitation Procedures.

(ii) **"Imerys Talc Personal Injury Claim"** means "Talc Personal Injury Claim" as that term is defined in the Imerys Plan.

(jj) **"Imerys Unclassified Claims"** means Administrative Claims, Fee Claims, and Priority Tax Claims, which are unclassified and Unimpaired under the Imerys Plan.

(kk) **"Indirect Talc Personal Injury Claim"** means, as applicable, an Imerys Indirect Talc Personal Injury Claim and/or a Cyprus Indirect Talc Personal Injury Claim.

(ll) **"Individual Ballot"** means, as applicable, an Imerys Individual Ballot and/or a Cyprus Individual Ballot.

(mm) **"Known"** means, where such Entity's or Person's information (i) is listed on: (A) the Debtors' books and records, (B) the claims registers maintained in the Chapter 11 Cases, or (C) the Schedules or (ii) is otherwise furnished to the Debtor.

(nn) **"Master Ballot"** means as applicable, an Imerys Master Ballot and/or a Cyprus Master Ballot.

(oo) **"Person"** means a person as defined in section 101(41) of the Bankruptcy Code.

(pp) **"Publication Notice"** means a published notice, substantially in the form attached to the Imerys Solicitation Procedures Order and Cyprus Solicitation Procedures Order as Exhibit 3-2, of the date and time fixed for the Confirmation Hearing, the deadline by which parties entitled to vote must submit Ballots to accept or reject the Plans, and the deadline for submitting objections to the Plans.

(qq) **"Schedules"** means the schedules of assets and liabilities and the statements of financial affairs of the Debtors as filed on the Dockets in accordance with section 521 of the Bankruptcy Code, as such schedules and statements may be modified, amended, or supplemented from time to time.

(rr) **"Solicitation Agent"** means Kroll Restructuring Administration LLC.

(ss) **"Solicitation Date"** means the date established by the Bankruptcy Court as the deadline by which the Solicitation Agent must cause the Solicitation Packages to be distributed to the parties entitled to vote to accept or reject the Plans, as more specifically provided herein, which is November 8, 2024, or as soon as reasonably practicable thereafter.

(tt) **"Solicitation Packages"** means, as applicable, the Imerys Solicitation Package and/or the Cyprus Solicitation Package.

(uu) **"Supplemental Publication Plan"** means the supplement to the Publication Notice comprising various media sources, which may include, among others, trade publications, consumer magazines, television advertising, internet banner advertising, paid internet search listings, and a social media campaign.

(vv) **"Talc Personal Injury Claim"** means, as applicable, an Imerys Talc Personal Injury Claim and/or a Cyprus Talc Personal Injury Claim.

(ww) **"Trust Distribution Procedures"** means the trust distribution procedures for the Talc Personal Injury Trust that are attached to the Imerys Plan as Exhibit A and the Cyprus Plan as Exhibit B, and which provide for the resolution, liquidation, and satisfaction of Talc Personal Injury Claims.

(xx) **"Voting Deadline"** means the date established by the Bankruptcy Court as the deadline for the return of Ballots for voting on the Plans, which is December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time), except that to the extent the Imerys Debtors or the Cyprus Debtor, as applicable, have extended such deadline to a subsequent date (with the consent of the other applicable Plan Proponents, with such consent not to be unreasonably withheld or delayed), the Voting Deadline shall mean such date as extended.

(yy) **"Voting Record Date**" means October 28, 2024.

II. CONFIRMATION NOTICE

The Solicitation Packages will include the Confirmation Hearing Notice. In addition to the mailed Confirmation Hearing Notice, the Debtors will cause notice of the Confirmation Hearing to be published. The Publication Notice will be published in *The Wall Street Journal* and certain other newspapers and publications, on or before a date not fewer than twenty-eight (28) days before the Confirmation Objection Deadline (or as soon as reasonably practicable thereafter). The Debtors will also disseminate notice of the Confirmation Hearing through the Supplemental Publication Plan.

III. DISTRIBUTION OF SOLICITATION PACKAGES AND RELATED MATERIALS

This section explains the manner in which Solicitation Packages and related materials will be dispatched to parties in interest.

(a) **Talc Personal Injury Claims**. On or before the Solicitation Date, the Solicitation Agent will cause Solicitation Packages to be mailed to Known holders of Talc Personal Injury Claims or such holders' Known attorneys in the manner prescribed in Section IV below. For the avoidance of doubt, as part of the mailing of Solicitation Packages on or before the Solicitation Date, Individual Ballots will be sent to Known holders of Talc Personal Injury Claims that appear on the Debtors' official claims register ***only if*** such holders are not represented by an attorney based on a reasonable review by the Debtors' professionals.

(b) **Other Parties.** The Solicitation Agent will cause the Solicitation Packages (without a Ballot) to be served for informational purposes only upon (a) the United States Trustee, (b) the Securities and Exchange Commission, (c) counsel to the Imerys Tort Claimants' Committee, (d) counsel to the Cyprus Tort Claimants' Committee, (e) counsel to the Imerys FCR, (f) counsel to the Cyprus FCR, and (g) those parties that have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002. The Debtors may, in their discretion, distribute or cause the Solicitation Agent to distribute Solicitation Packages to other parties not specified in this Section III. The Imerys Debtors will distribute an Imerys Notice of Non-Voting Status and the Imerys Confirmation Hearing Notice to Known holders of (a) Claims in Classes 1, 2, 3a, 3b, 5a, 5b, 6a, 6b, and 6c of the Imerys Plan and (b) Imerys Unclassified Claims. The Cyprus Debtor will distribute a Cyprus Notice of Non-Voting Status and the Cyprus Confirmation Hearing Notice to Known holders of (a) Claims in Classes 1, 2, 3, and 5 of the Cyprus Plan and (b) Cyprus Unclassified Claims. The Debtors will also distribute a copy of the Imerys Contract/Lease Notice or the Cyprus Contract/Lease Notice, as applicable, to counterparties to Executory Contracts.

(c) **Determination of Holders of Record**. Subject to Section IV below, Solicitation Packages will be served upon the Known Entity or Known Person that holds a Talc Personal Injury Claim as of the Voting Record Date and/or such Known Entity's or Known Person's attorney. Neither the Debtors nor the Solicitation Agent will have any obligation to cause a Solicitation Package to be served upon a subsequent holder of such Claim.

(d) **Exception for Undeliverables**. Notwithstanding any provision in this Section III to the contrary, neither the Debtors nor the Solicitation Agent will be required to mail a Solicitation Package to any Person or Entity from which the notice of the Combined Solicitation Procedures

Motion or other mailed notice in the Chapter 11 Cases was returned as undeliverable by the postal service, unless the Person or Entity (or the Person's or Entity's agent) provides the Solicitation Agent directly with an accurate address for such Person or Entity before the Voting Record Date. For the avoidance of doubt, if any Solicitation Package and/or solicitation-related notice is returned to the Solicitation Agent as undeliverable without a forwarding address, neither the Debtors nor the Solicitation Agent is required to conduct research for an updated address and neither the Debtors nor the Solicitation Agent has any affirmative duty to re-mail Solicitation Packages to such parties.

IV. SPECIAL PROCEDURES RELATING TO TALC PERSONAL INJURY CLAIMS

(a) **Distribution of Solicitation Packages.** The Solicitation Agent will cause Solicitation Packages to be served with respect to Talc Personal Injury Claims as follows:

(i) **To attorneys representing individual holders of Direct Talc Personal Injury Claims**:

(A) A single Solicitation Package containing an Imerys Master Ballot or Cyprus Master Ballot will be served upon each law firm (each, a "**Firm**") Known by the Imerys Debtors and/or Cyprus Debtor, as applicable, to represent individuals who hold Imerys Direct Talc Personal Injury Claims and Cyprus Direct Talc Personal Injury Claims, as applicable (a Firm's "**Direct Talc Personal Injury Clients**"). The Debtors shall file on the applicable Dockets a list of Firms served in this manner, including address information, within seven (7) days of service.

(B) If a Firm who receives a Solicitation Package either (1) is unable to certify that it has the authority to vote on the Imerys Plan and/or Cyprus Plan (as applicable) on behalf of any Direct Talc Personal Injury Clients, or (2) wishes any Direct Talc Personal Injury Clients to cast their own Individual Ballots, the Firm shall furnish the Solicitation Agent with a list setting forth the name and address for each such Direct Talc Personal Injury Client within fifteen (15) Business Days of receiving the Solicitation Package and either (a) direct the Solicitation Agent to transmit Solicitation Packages (including Individual Ballots) to the listed Direct Talc Personal Injury Clients or (b) request that the Solicitation Agent provide a specified amount of Solicitation Packages (including Individual Ballots) to the Firm so that it may send such Solicitation Packages to the listed Direct Talc Personal Injury Clients; *provided*, that, in either case, if such list contains more than twenty (20) such Holders, such information must be provided in Microsoft Excel or comparable electronic format to the Solicitation Agent at iandctalcBallots@ra.kroll.com (with "Imerys Attorney Solicitation

Request" or "Cyprus Attorney Solicitation Request," as applicable, in the subject line).[2]

(C) Firms that wish their Direct Talc Personal Injury Clients to receive Solicitation Packages for informational purposes (without a Ballot) must provide to the Solicitation Agent such clients' name and address through email at iandctalcBallots@ra.kroll.com (with "Imerys Attorney Solicitation Request" or "Cyprus Attorney Solicitation Request," as applicable, in the subject line), within fifteen (15) Business Days of receiving the Solicitation Package; *provided*, that, if such client list contains more than twenty (20) such Holders, such information must be provided to the Solicitation Agent in Microsoft Excel or comparable electronic format.

(ii) **To individuals and Entities holding Talc Personal Injury Claims**:

(A) **Transmittal by the Solicitation Agent**. If either (1) an individual or Entity who holds or asserts a Talc Personal Injury Claim requests a Solicitation Package by written notice to the Solicitation Agent and provides a mailing address therewith, or (2) an attorney who represents or purports to represent a holder of a Talc Personal Injury Claim furnishes the name and address of such holder to the Solicitation Agent via email at iandctalcBallots@ra.kroll.com (with "Imerys Direct Solicitation Request" or "Cyprus Direct Solicitation Request," as applicable, in the subject line) in accordance with Section IV(a)(i)(B) hereof, then the Solicitation Agent will cause a Solicitation Package to be mailed, together with an Individual Ballot, directly to each such individual or Entity within five (5) Business Days after receiving such request (or as soon as reasonably practicable thereafter). If an individual who holds or asserts a Talc Personal Injury Claim signs and files a proof of claim (other than through counsel) before the Voting Record Date and the Imerys Debtors' and/or Cyprus Debtor's professionals, as applicable (in their sole discretion), determine such Claim to be a Talc Personal Injury Claim, then the Imerys Debtors and/or Cyprus Debtor will instruct the Solicitation Agent to cause a Solicitation Package, together with an Individual Ballot, to be mailed directly to each such individual or Entity by the Solicitation Date (or as soon as reasonably practicable thereafter).

(B) **Transmittal by an Attorney**. An attorney may choose to transmit Solicitation Packages to his or her clients directly as per

[2] With respect to this Section IV(a)(i)(B) and Section IV(a)(i)(C) below, if the list of Direct Talc Personal Injury Clients contains information for twenty (20) or fewer clients, the attorney may alternatively submit the applicable information in .pdf format to the Solicitation Agent at iandctalcBallots@ra.kroll.com (with "Imerys Attorney Solicitation Request" or "Cyprus Attorney Solicitation Request," as applicable, in the subject line).

Section IV(a)(i)(B) hereof. In such cases, the Solicitation Agent will use commercially reasonable efforts to provide the Solicitation Packages (including Individual Ballots) to such attorney within five (5) Business Days after receipt of such written request (or as soon as reasonably practicable thereafter) by e-mail at iandctalcBallots@ra.kroll.com (with "Imerys Law Firm Solicitation Request" or "Cyprus Law Firm Solicitation Request," as applicable, in the subject line). The Imerys Debtors and Cyprus Debtor, proportionally as applicable, will each reimburse an attorney for the actual postage incurred by such attorney. If an attorney wishes to seek reimbursement, such attorney must submit reasonable evidence of postage expenses incurred to obtain such reimbursement.

(C) **Individual Holders of Talc Personal Injury Claims Against the Debtors**. Notwithstanding other provisions of the Combined Solicitation Procedures to the contrary, the Solicitation Agent shall cause a Solicitation Package (including, among other things, an appropriate Ballot) to be mailed directly to (1) individual Known holders of Talc Personal Injury Claims who the Imerys Debtors and/or Cyprus Debtor, as applicable, reasonably believe are not represented by an attorney and (2) law firms Known by the Imerys Debtors and/or Cyprus Debtor, as applicable, to represent individuals or Entities who hold Indirect Talc Personal Injury Claims. Individual holders of Known Talc Personal Injury Claims against the Debtors that are not represented by an attorney submitting a Master Ballot on their behalf and Known law firms submitting Master Ballots on behalf of their clients will be provided unique login credentials to submit their Ballots through the Ballot Submission Portal. In addition, any holder of a Talc Personal Injury Claim who is not represented by an attorney and/or does not receive a Solicitation Package may submit an Individual Ballot via the Ballot Submission Portal on the Solicitation Agent's website; however, such holder must first contact the Solicitation Agent by e-mail at iandctalcBallots@ra.kroll.com (with "Imerys Law Firm Solicitation Request" or "Cyprus Law Firm Solicitation Request," as applicable, in the subject line) for a login credential. The Confirmation Hearing Notice will contain instructions outlining how a holder of a Talc Personal Injury Claim may submit a Ballot if any such holder believes it may be entitled to vote on the Plan and has not received a Solicitation Package.

(b) **Calculation of Votes With Respect to Talc Personal Injury Claims**.

(i) **Individual Holders of Talc Personal Injury Claims**. Each holder of a Talc Personal Injury Claim against an Imerys Debtor and each holder of a Talc Personal Injury Claim against the Cyprus Debtor will have a single vote per Class, as applicable, on each of the Imerys Plan and/or the Cyprus

Plan, as applicable, in the amount set forth below, which amount shall be used solely for voting tabulation purposes on the applicable Plan. If a holder of a Direct Talc Personal Injury Claim votes and designates multiple disease categories within the same Class on their Ballot (*e.g.*, checks the box for both "Mesothelioma" and "Lung Cancer"), then such vote shall count only once and in the greater amount set forth below (in the example, $215,000). If a holder of a Talc Personal Injury Claim votes and designates disease categories in both Class 4a (Fund A Claims) and Class 4b (Fund B Claims), then such holder shall have a single vote in each Class subject to the same calculation principles.

Class	Disease Type	Amount for Voting Tabulation Purposes Only
Class 4a	Ovarian Cancer	$215,000
	Other Disease that on claimant's reasonable belief would be assigned to Fund A	$100
	Indirect Talc Claim	$100
Class 4b	Mesothelioma	$215,000
	Lung Cancer	$15,000
	Other Disease that on claimant's reasonable belief would be assigned to Fund B	$100
	Indirect Talc Claim	$100

(ii) **3018 Motions**. Any holder of a Talc Personal Injury Claim who wishes to vote its Claim in an amount greater than the applicable amount prescribed above must file a motion with the Bankruptcy Court requesting temporary allowance of such Talc Personal Injury Claim for voting purposes in an amount greater than the applicable amount prescribed above, in accordance with Bankruptcy Rule 3018. Such a motion must be filed with the Bankruptcy Court and served on the Imerys Plan Proponents and/or Cyprus Plan Proponents, as applicable, so that the motion is ***actually received*** by them no later than November 22, 2024 at 4:00 p.m. (Prevailing Eastern Time). Any Imerys Plan Proponent or Cyprus Plan Proponent, as applicable, shall have the right to oppose the relief requested in any such motion and request a hearing on an emergency or expedited basis related thereto. The Bankruptcy Court will schedule a hearing to consider any such requested relief.

(c) **Required Certifications**. No vote in favor of or against the Imerys Plan or Cyprus Plan, as applicable, and/or checking of the Opt Out box with regard to the Imerys Plan or Cyprus

Plan, as applicable, by or on behalf of a holder of a Talc Personal Injury Claim shall be counted by the Solicitation Agent unless the Ballot reflecting such vote is timely submitted to the Solicitation Agent with the written certifications contained on the Ballot.

(i) **Certification for Individual Ballots**. Individual Ballots voted by, or on behalf of, a holder of a Talc Personal Injury Claim shall contain an acknowledgement and certification on information and belief or under penalty of perjury, as applicable, *inter alia*, that (A) the person signing the Individual Ballot has received the documents included in the Imerys Solicitation Package and/or Cyprus Solicitation Package, as applicable; (B) the person signing the Ballot holds a Talc Personal Injury Claim against the Imerys Debtors and/or Cyprus Debtor, as applicable, as of the Voting Record Date, or is an agent or attorney authorized to submit the Individual Ballot on behalf of such holder; and (C) the disease category attributed to such Talc Personal Injury Claim, as applicable, is the disease category designated on the Individual Ballot.

No supporting documentation such as medical records should be included when submitting any documents, including a Ballot, to the Solicitation Agent.

(ii) **Certifications for Master Ballots**.

(A) Firms shall certify to one of the options below with respect to each Direct Talc Personal Injury Client whose vote is included in the Firm's Master Ballot.

(1) "Option (a) Certification": The Firm (or one or more of its attorneys) has communicated with each of the Direct Talc Personal Injury Clients listed on the Exhibit (as defined in the Master Ballot) and has been authorized, consistent with applicable law, by each such Direct Talc Personal Injury Client (i) to vote each of their Direct Talc Personal Injury Claims to accept or reject the Imerys Plan and/or Cyprus Plan, as applicable, as indicated on the Exhibit, and (ii) to make any other responsive election indicated on the Exhibit.

(2) "Option (b) Certification": The Firm (or one or more of its attorneys) has the authority under a power of attorney or other mechanism under applicable law to vote to accept or reject the Imerys Plan and/or Cyprus Plan, as applicable, (in addition to the other responsive elections to be reflected on the Exhibit) on behalf of its Direct Talc Personal Injury Clients and the Firm completed the Imerys Master Ballot and/or Cyprus Master Ballot, as applicable, in accordance with the authority granted to the Firm.

(B) Master Ballots voted on behalf of holders of Direct Talc Personal Injury Claims shall contain an acknowledgement and certification, *inter alia*, that (A) the attorney signing the Imerys Master Ballot and/or Cyprus Master Ballot, as applicable, has received the documents included in the Imerys Solicitation Package and/or Cyprus Solicitation Package, as applicable; (B) the attorney signing the Master Ballot is authorized by agreement or under applicable law to vote on the Imerys Plan and/or Cyprus Plan, as applicable, on behalf of each of the holders of Direct Talc Personal Injury Claims listed on the Exhibit accompanying the Master Ballot and to make the release election for such Plan(s) as indicated on such Exhibit; (C) each claimant identified on such Exhibit has, on information and belief, a Talc Personal Injury Claim against the Imerys Debtors and/or Cyprus Debtor, as applicable, as of the Voting Record Date; (D) for each claimant identified on such Exhibit, the attorney or his or her Firm has the authority under a power of attorney (or other mechanism under applicable law) to vote to accept or reject the Imerys Plan and/or Cyprus Plan, as applicable (in addition to the other responsive elections to be reflected on the Exhibit to the applicable Master Ballot); and (E) the disease category attributed to the Talc Personal Injury Claim for each claimant identified on the Exhibit to the Master Ballot is the disease category designated on the Master Ballot.

No supporting documentation such as medical records should be included when submitting any documents, including a Ballot, to the Solicitation Agent.

(d) **Completion and Return of Master Ballots by Attorneys for Holders of Direct Talc Personal Injury Claims**. Attorneys who represent individual holders of Direct Talc Personal Injury Claims shall be permitted to cast Master Ballots for such holders, but only to the extent such attorneys have the authority under applicable law to do so, and so certify in the manner set forth herein and on the Master Ballot. Each attorney voting on behalf of the individuals he or she represents who hold Direct Talc Personal Injury Claims shall complete the Imerys Master Ballot and/or Cyprus Master Ballot, as applicable, which will set forth the votes cast by such attorney on behalf of any such clients. The following procedures will govern the completion and return of a Master Ballot:

(ii) **Inability to Make Required Certifications on Master Ballot**: If the attorney is unable to make the required certifications on behalf of any holder of a Direct Talc Personal Injury Claim whom he or she represents, the attorney shall *not* cast a vote on behalf of such holder; rather, the attorney should timely send notice to the Solicitation Agent in accordance with Section IV(a)(i)(B) hereof, so the Solicitation Agent can solicit such claimant directly.

(iii) **Exhibit to the Master Ballot**:

(A) Each attorney completing an Imerys Master Ballot and/or Cyprus Master Ballot, as applicable, shall prepare a spreadsheet in the form shown on the Master Ballot. This spreadsheet will become an exhibit to the Master Ballot and must clearly identify the attorney's Firm on each page and list in separate columns the following information for each holder of a Direct Talc Personal Injury Claim on whose behalf the attorney is voting: (a) the last name of the claimant; (b) the first name of the claimant; (c) the last 4 digits of the Social Security Number of the claimant (if the claimant does not have a Social Security Number, check the appropriate box); (d) the date of birth of the claimant; (e) whether the claimant votes to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan and/or the Cyprus Plan, as applicable; (f) if the claimant votes to REJECT (vote against), or abstains from voting on, the applicable Plan, whether the claimant opts out of the releases contained in Section 12.2.2 of the Imerys Plan and/or the releases contained in Section 12.2.2 of the Cyprus Plan, as applicable; (g) whether the claimant's Direct Talc Personal Injury Claim against the Imerys Debtors or the Cyprus Debtor, as applicable, has not been released; (h) the applicable disease category; and (i) as set forth above, the type of authority upon which inclusion of the vote is based ("Option (a) Certification" or "Option (b) Certification"). **A Master Ballot and Exhibit that do not contain the aforementioned information shall be deemed defective and not accepted by the Debtors for voting purposes on the Imerys Plan or Cyprus Plan, as applicable.**

(B) The entire Exhibit must be submitted with the Master Ballot. The completed Master Ballot and Exhibit must be returned to the Solicitation Agent in accordance with Section V hereof.

V. RETURN OF BALLOTS

(a) **Claimants Entitled to Vote**. Only holders of Talc Personal Injury Claims in Class 4a (Fund A Claims) and Class 4b (Fund B Claims) as of the Voting Record Date are entitled to vote on the Plans, as applicable.

(b) **Authority to Complete and Execute Ballots**. If a Ballot is signed by a trustee, executor, guardian, attorney-in-fact, officer of a corporation, or any other entity acting in a fiduciary or representative capacity, the signatory must indicate such capacity when signing. The authority of the signatory of each Ballot to complete and execute the Ballot shall be presumed, but by executing a Ballot, each signatory certifies that he or she has such authority and shall provide evidence of such authority upon request of the Solicitation Agent.

(c) **Submission of Individual Ballots**. Individual Ballots submitted by holders of Direct Talc Personal Injury Claims or Indirect Talc Personal Injury Claims may be returned (i) via online transmission through the Ballot Submission Portal on the Solicitation Agent's restructuring website at https://cases.ra.kroll.com/iandctalc according to the instructions set forth in the Ballot and on the website or (ii) by regular mail (using the return envelope included in the Solicitation Package or otherwise), hand delivery, or overnight courier, as applicable, based on whether it is an Imerys Plan vote or Cyprus Plan vote to which the Ballot being submitted relates, to:

Imerys Ballot Processing Center
c/o Kroll Restructuring Administration, LLC
850 Third Avenue, Suite 412
Brooklyn, New York 11232

or

Cyprus Ballot Processing Center
c/o Kroll Restructuring Administration, LLC
850 Third Avenue, Suite 412
Brooklyn, New York 11232

To arrange for hand delivery, please send an email to iandctalcBallots@ra.kroll.com (with "Imerys Ballot Delivery" or "Cyprus Ballot Delivery," as applicable, in the subject line) at least 24 hours before arrival at the address above and provide the anticipated date and time of delivery.

(d) **Submission of Master Ballots and Exhibits.** The Solicitation Agent will only accept Master Ballots and related Exhibits, if properly completed, through the Ballot Submission Portal accessible on the Solicitation Agent's case website at https://cases.ra.kroll.com/iandctalc; *provided, however*, that the Solicitation Agent shall accept Master Ballots and/or Exhibits submitted by electronic transmission (including e-mail), facsimile, or other means where the submitting party has received permission in writing, before submission, from the Debtors to do so. Detailed submission instructions are provided in the Master Ballot. For the avoidance of doubt, votes contained in a Master Ballot delivered to the Solicitation Agent in hard copy (whether by regular mail, overnight courier, or hand delivery) or submitted by facsimile, e-mail, or any other means of electronic transmission (except the Ballot Submission Portal) will NOT be counted, unless the party submitting such Master Ballot previously received permission in writing from the Debtors to submit a Master Ballot via means other than the Ballot Submission Portal.

(e) **Deadline for Receiving Completed Ballots**. All Ballots must be ***actually received*** by the Solicitation Agent by 4:00 p.m. (Prevailing Eastern Time) on the Voting Deadline (which deadline may be extended by the Imerys Debtors or the Cyprus Debtor, as applicable, with the consent of the Imerys Plan Proponents or the Cyprus Plan Proponents, respectively, with such consent not to be unreasonably withheld or delayed) in order to register a vote on a Plan. If any Ballot is received by the Solicitation Agent after such date and time, the vote(s) recorded on such late Ballot may not be counted for purposes of voting on the Plans.

(f) **Ballots Submitted by Facsimile or Electronic Transmission**. Except as provided in Section V(c) and V(d) hereof, the Solicitation Agent shall not accept Ballots submitted by electronic transmission (including e-mail) or facsimile except where the submitting party has received permission in writing, before submission, from the Debtors to do so. Except as provided in Section V(c) and V(d) hereof or as may be permitted in writing by the Debtors pursuant to this paragraph, any Ballots submitted by electronic transmission (including e-mail) or facsimile will not be counted.

(g) **Retention of Ballots by Solicitation Agent**. The Solicitation Agent will date-stamp all Ballots when received. Ballots received on the day of the Voting Deadline will be date and time-stamped. In addition, the Solicitation Agent will retain originals of all Ballots and all solicitation-related correspondence (including undeliverable mail) for the later of one (1) year after the Effective Date and the resolution of any appeal of confirmation of the Plan(s), unless otherwise instructed by the Debtors in writing or otherwise ordered by the Bankruptcy Court, and will destroy them promptly thereafter.

VI. TABULATION OF BALLOTS

(a) **Determination of Amount of Talc Personal Injury Claims Voted**. The amounts used to tabulate acceptance/votes in favor of or rejection of/votes against the Plans by holders of Talc Personal Injury Claims are set forth in Section IV hereof.

(b) **Ballots and Votes Excluded**. A vote cast on a Ballot will not be counted if any of the following applies to such Ballot or any particular vote on any Ballot:

(i) The Ballot is submitted by or on behalf of a Person or Entity that does not hold a Talc Personal Injury Claim as of the Voting Record Date.

(ii) The Ballot is submitted to a Person or Entity other than the Solicitation Agent.

(iii) The Ballot is not ***actually received*** by the Solicitation Agent in the manner set forth in Section V hereof by the Voting Deadline, unless the Imerys Debtors or the Cyprus Debtor (with the consent of the other Imerys Plan Proponents or Cyprus Plan Proponents, respectively, with such consent not to be unreasonably withheld or delayed) shall have granted in writing an extension of the Voting Deadline with respect to such Ballot (or vote), or the Bankruptcy Court shall have granted such an extension.

(iv) The Ballot is returned to the Solicitation Agent indicating a vote on a Plan but is unsigned; *provided, however*, for the avoidance of doubt, a signature contained in (a) any Ballot submitted via the Ballot Submission Portal, or (b) to the extent permitted by the Combined Solicitation Procedures, any Ballot submitted via e-mail, in each case, will be deemed to be an original signature.

(v) The Ballot is illegible or contains insufficient information to permit the identification of the claimant.

(vi) The Ballot is transmitted to the Solicitation Agent by facsimile or other electronic means except as provided in Sections V(c) through V(f) hereof.

(vii) The Master Ballot and Exhibit is transmitted to the Solicitation Agent by any means beyond what is authorized by the Combined Solicitation Procedures.

(viii) The Ballot is submitted in a form that is not the appropriate Ballot for such Claim.

(ix) A Ballot or a vote on a Master Ballot is returned to the Solicitation Agent: (a) indicating neither acceptance nor rejection of a Plan; (b) indicating both acceptance and rejection of a Plan; or (c) indicating partial rejection and partial acceptance of a Plan.

(x) The Ballot is not completed (including, without limitation, (a) a Ballot with respect to a Talc Personal Injury Claim on which the claimant or their attorney or representative fails to make the required certification, (b) a Ballot submitted by a holder of a Talc Personal Injury Claim that does not provide the last four digits of the claimant's Social Security Number, or their Tax ID Number (TIN) or Employer ID Number (EIN), as applicable, or have the appropriate box checked indicating that such claimant has not been issued a Social Security Number, EIN, or TIN, as applicable, (c) a Ballot submitted by a holder of a Direct Talc Personal Injury Claim or their attorney or representative that does not provide the date of birth of the claimant, or (d) a Ballot submitted by a holder of a Direct Talc Personal Injury Claim or their attorney or representative that does not specify a disease category).

(c) **General Solicitation Procedures and Standard Assumptions**. In addition to all other provisions of the Combined Solicitation Procedures, the following procedures for voting and standard assumptions will be used in tabulating Ballots.

(i) For each Plan, the Solicitation Agent will submit in the applicable Chapter 11 Case a certification with final voting results (the "**Voting Certification**") by January 4, 2025. The Voting Certification will include, among other things, a general description of the methodology used for solicitation and tabulation, final voting results, any exceptions granted to otherwise-applicable Combined Solicitation Procedures, and an exhibit showing any votes excluded as invalid and the reason for invalidity. In addition, the Solicitation Agent shall identify votes, if any, that have been changed or withdrawn before the original Voting Deadline (*i.e.*, December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time)) and any voters that were contacted to cure Ballot deficiencies. To preserve the confidentiality of the claimants, the Solicitation Agent will identify defective Ballots by using law firm names and unique identification numbers and may redact the names, addresses, birth dates, social security numbers (full or partial), and other

personally identifying information of voters appearing anywhere on the Voting Certification, including any exhibits thereto.

(ii) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in the same Class shall, to the extent practicable, be aggregated as if such creditor held one Claim, and the votes related to such Claims shall be treated as a single vote to accept or reject the applicable Plan in such Class; *provided that* all such creditor's Claims (in either Class) must be voted to accept or reject the applicable Plan. Such Claims that are voted in part to accept and in part to reject a Plan will be invalidated in their entirety.

(iii) The holder of a Claim (or his or her attorney, agent, or representative) must complete each section of the Ballot, including, without limitation, voting to accept or reject the Plan(s) (unless such holder is choosing to abstain from voting to accept or reject such Plan(s)), as applicable, completing the requested identification information, and signing and dating the Ballot.

(iv) The Solicitation Agent shall have the discretion to, but shall not be obligated to, contact voters to cure any defects in the Ballots; *provided that* the Solicitation Agent shall not consider whether a voter has voted to accept or reject the Plan(s) in determining whether to contact such voter regarding Ballot defects and the basis for the Solicitation Agent's contacting voters must be uniformly applied.

(v) A defective or irregular Ballot shall not be deemed to have been delivered until such defect or irregularity has been cured on or before the Voting Deadline or has been waived by the Imerys Debtors or the Cyprus Debtor, as applicable (in consultation with the other Imerys Plan Proponents or Cyprus Plan Proponents, respectively). Subject to any contrary order of the Bankruptcy Court, the Debtors reserve the right (in consultation with the applicable other Plan Proponents) to waive any and all defects or irregularities or conditions of delivery as to any particular Ballot pursuant to Section VII hereof. Any waiver of defects or irregularities in any Ballot shall be detailed in the Voting Certification.

(vi) 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. To be valid, the notice of withdrawal must (a) be signed by the person who signed the Ballot to be revoked and (b) be received by the Solicitation Agent on or before the Voting Deadline. Each Plan Proponent reserves the right to contest any withdrawals. In the event any voter requests after the original Voting Deadline (*i.e.*, December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time)) to (a) withdraw a vote contained on a Ballot or (b) change any vote contained on a Ballot, such request must comply with the process and requirements set forth in Bankruptcy Rule 3018. For the avoidance of doubt, any such withdrawal

shall apply to all votes on a Ballot in both Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims), as applicable.

(vii) A creditor may not split his, her, or its vote on any Plan. Accordingly, (a) each creditor shall have a single vote on each Plan per Class, as applicable, (b) the full amount of all such creditor's Claims (calculated in accordance with the Combined Solicitation Procedures) within Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims) shall be deemed to have been voted either to accept/in favor of or reject/against the applicable Plan, and (c) any individual vote on a Ballot that partially rejects/votes against and partially accepts/votes in favor of a Plan, including a creditor that votes differently in respect of each Class, shall not be counted. For the avoidance of doubt, a holder of a Direct Talc Personal Injury Claim against the Imerys Debtors and the Cyprus Debtor may vote differently with respect to each of the Imerys Plan and the Cyprus Plan. As an example, a holder of a Direct Talc Personal Injury Claim may vote to accept (vote in favor of) the Imerys Plan, and vote to reject (vote against) the Cyprus Plan, or vice versa. For the avoidance of doubt, a holder of a Talc Personal Injury Claim in multiple Classes of a Plan must either vote to accept (vote in favor of) the applicable Plan in both Classes or vote to reject (vote against) the applicable Plan in both Classes.

(viii) If multiple Ballots are submitted by the same attorneys or agents, such Ballots will be counted except to the extent that they are duplicative of other Ballots. If two or more such Ballots submitted by the same attorney or agent are inconsistent, the last valid Ballot received by the Solicitation Agent on or before the Voting Deadline will, to the extent of such inconsistency, govern unless otherwise ordered by the Bankruptcy Court.

(ix) If multiple Ballots are received on account of the same holder on the same Claim, but are submitted by different attorneys or agents, the holder's vote will be counted only once and only if the votes on each Ballot are consistent. If the votes are not consistent, the Solicitation Agent shall contact the relevant attorneys or agents, with notice of such communication to counsel to each of the Plan Proponents, and request that the attorneys or agents coordinate with each other to resolve the conflicting representation, and for the appropriate attorney or agent to send an e-mail to iandctalcBallots@ra.kroll.com copying all affected attorneys and the Debtors confirming such resolution. If representation of the holder of the Claim is not resolved within ten (10) calendar days from the notice of the conflict as provided by the Solicitation Agent, such votes shall not be counted.

(x) If multiple Ballots are timely received from the holder of a Claim and one or more persons 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 on behalf of the holder of the Claim will not be counted.

(xi) If multiple Ballots are received from a holder of a Claim for the same Claim, the last otherwise valid Ballot that is received before the applicable Voting Deadline shall be the Ballot that is counted as a vote on the applicable Plan. Notwithstanding the foregoing, if multiple Ballots are received from a holder of a Claim for the same Claim, and the last Ballot is received after the original Voting Deadline (*i.e.*, December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time)), such Ballot must comply with the process and requirements set forth in Bankruptcy Rule 3018 to be counted.

(xii) A Ballot that is completed, but on which the claimant did not vote to accept/in favor of or reject/against either Plan, or on which the claimant has voted to accept/in favor of *and* reject/against a Plan, shall not be counted as a vote on either Plan.

(xiii) A Ballot that designates multiple disease categories within a single Class (*e.g.*, checks the box for both "Mesothelioma" and "Lung Cancer") shall count as a single vote in the greater amount calculated in accordance with the Combined Solicitation Procedures (in the example, $215,000).

VII. CHANGES TO COMBINED SOLICITATION PROCEDURES

The approval of certain changes to the Combined Solicitation Procedures are subject to the following requirements:

(a) If the Debtors, pursuant the Combined Solicitation Procedures and in consultation with the other Plan Proponents, provide a waiver of any condition or requirement for completed Ballots (each, a "**Solicitation Change**"), (a) such Solicitation Change shall be memorialized in the Voting Certification and (b) the Debtors shall concurrently with or following the filing of the Voting Certification, file a notice with the Bankruptcy Court supporting the justification for the Solicitation Change, provided that such notice shall be filed no later than two (2) business days after the filing of the Voting Certification.

(b) For the avoidance of doubt, the Imerys Debtors or the Cyprus Debtor, as applicable, may extend the Voting Deadline with the consent of the other applicable Plan Proponents (with such consent not to be unreasonably withheld or delayed) and such extension shall be a Solicitation Change subject to this Section VII.

(c) Parties in interest shall have five (5) calendar days after filing of the Debtors' notice described in Section VII(a) herein to file and serve any objection to the Solicitation Change.

(d) If no party in interest objects to the Solicitation Change, the Ballot(s) subject to such Solicitation Change shall be accepted as having been received in compliance with the Combined Solicitation Procedures, and such Solicitation Change shall be included in the Voting Certification.

(e) If a party in interest timely objects in writing to the Solicitation Change and the Debtors (in consultation with the other Plan Proponents) and such objecting party are unable to resolve the disputed Solicitation Change, the Bankruptcy Court shall resolve such dispute at or before the Confirmation Hearing. A revised Voting Certification reflecting any resolution shall be filed as soon as practicable after such resolution, as applicable.

VIII. AMENDMENTS TO THE PLANS, DISCLOSURE STATEMENTS, AND COMBINED SOLICITATION PROCEDURES

The Debtors (with the consent of the other Plan Proponents, with such consent not to be unreasonably withheld or delayed) reserve the right to make non-substantive or immaterial changes to the Disclosure Statements, the Combined Solicitation Procedures, the Plans, the Ballots, the Confirmation Notices, and related documents without further order of the Bankruptcy Court, including, without limitation, changes to correct typographical and grammatical errors, and to make conforming changes among the Disclosure Statements, the Plans, and any other materials in the Solicitation Package before their distribution, *provided* that the Debtors shall notify the United States Trustee before making any such changes.

Exhibit 2-1

Imerys Direct Ballot

IMERYS PLAN BALLOT

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]

BALLOT FOR ACCEPTING OR REJECTING
THE SECOND JOINT PLAN OF REORGANIZATION
OF IMERYS TALC AMERICA, INC. AND ITS DEBTOR
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4: DIRECT TALC PERSONAL INJURY CLAIMS

On February 13, 2019, each of ITA, ITV, and ITC (collectively, the "**Imerys Debtors**") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), thereby commencing the Imerys Debtors' chapter 11 cases administered jointly at Case No. 19-10289 (LSS) (the "**Imerys Cases**").[3]

On [●], 2024, the Imerys Debtors, Imerys S.A., the official committee of tort claimants appointed in the Imerys Cases (the "**Imerys Tort Claimants' Committee**"), and the representative for future talc personal injury claimants appointed in the Imerys Cases (the "**Imerys FCR**" and,

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

[2] Imerys Talc Italy S.p.A. ("**ITI**") may file (but has not yet filed) a chapter 11 case. If and when ITI files a chapter 11 case, the Imerys Debtors will seek entry of an order by the Bankruptcy Court jointly administering ITI's chapter 11 case with those of the Imerys Debtors under Case No. 19-10289 (LSS).

[3] The term "Imerys Debtors" refers to ITA, ITV, and ITC (collectively, the "**Imerys North American Debtors**") and, to the extent ITI commences a chapter 11 case, the term Imerys Debtors also refers to ITI.

together with the Imerys Debtors, Imerys S.A., and the Imerys Tort Claimants' Committee, the "**Imerys Plan Proponents**") filed the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Plan**"), which is described in greater detail in that certain disclosure statement with respect to the Imerys Plan [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Disclosure Statement**").[4]

On [●], 2024, the Bankruptcy Court entered an order [Imerys D.I. [●]] (the "**Solicitation Procedures Order**") approving the Imerys Disclosure Statement as containing "adequate information" within the meaning ascribed to such term in section 1125 of the Bankruptcy Code and procedures for soliciting votes to accept or reject the Imerys Plan (the "**Solicitation Procedures**").[5]

The Imerys Plan, Imerys Disclosure Statement, Solicitation Procedures Order, and Solicitation Procedures have been included in the package of materials containing the attached ballot (the "**Ballot**") and can be accessed free-of-charge at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement" below the "Quick Links" header at the left margin of the landing page.

The Imerys Plan provides for the issuance of a "Channeling Injunction" and a "Supplemental Settlement Injunction Order," pursuant to sections 524(g) and 105(a) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the Entities that would be subject to these injunctions, see Section 7.8 of the Imerys Disclosure Statement and Article XII of the Imerys Plan. Certain key elements of the Imerys Plan, including the Channeling Injunction, are also set forth on Appendix A.

The Imerys Plan will be accepted by the holders of Talc Personal Injury Claims for purposes of sections 105(a), 524(g), and 1129 of the Bankruptcy Code if at least two-thirds (2/3) in amount and three-quarters (3/4) in number of holders of Talc Personal Injury Claims in each of Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan vote in favor thereof.

If the Imerys Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Imerys Debtors (including those holders who reject the Imerys Plan or abstain from voting on the Imerys Plan, and those holders who are not entitled to vote on the

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[4] The Bankruptcy Court has not approved the Imerys Disclosure Statement or the Solicitation Procedures (as defined herein) as to ITI; however, the Solicitation Procedures apply to holders of Talc Personal Injury Claims against both the Imerys North American Debtors and ITI. If at least two-thirds (2/3) in amount and three-quarters (3/4) in number of holders of Talc Personal Injury Claims in each of Class 4a (Fund A Claims) and Class 4b (Class B Claims) of the Imerys Plan vote in favor thereof, ITI may commence a chapter 11 case and would seek entry of an order by the Bankruptcy Court approving the Imerys Disclosure Statement and the Solicitation Procedures as to ITI at or before the Confirmation Hearing. Accordingly, ITI is soliciting holders of Talc Personal Injury Claims for support of the Imerys Plan simultaneously with solicitation by the Imerys North American Debtors of the Imerys Plan, even though ITI has not yet commenced a chapter 11 case.

[5] Capitalized terms used but not defined herein have the meanings given in the Solicitation Procedures or, if not defined therein, in the Imerys Plan.

Imerys Plan) will be bound by the confirmed Imerys Plan and the transactions contemplated thereby.[6]

No later than December 2, 2024, or such later date as the Bankruptcy Court may approve, the Imerys Debtors will file the Plan Supplement with the Bankruptcy Court.

The Imerys Debtors' Plan Supplement[7] will include (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 and the Talc PI Guaranty; (l) the Talc PI Pledge Agreement; (m) a list of the Talc Insurance Policies; (n) the list of officers and directors of Reorganized ITI; (o) the Share Purchase Agreement; and (p) the initial members of the Ovarian Cancer TAC and the initial members of the Mesothelioma / Lung Cancer TAC.

The Plan Supplement, and any amendments or supplements to the foregoing, will be served only on those parties that have requested notice in the Imerys Cases pursuant to Bankruptcy Rule 2002 and any party in interest who requests in writing a copy from counsel for the Imerys Debtors, as appliable; *provided* that (i) the initial members of the Ovarian Cancer TAC and the Mesothelioma / Lung Cancer TAC and (ii) any amendments to the identity of the initial Talc Trustees and their compensation, the identity of the initial Delaware Trustee, the initial members of the Ovarian Cancer TAC, and the initial members of the Mesothelioma / Lung Cancer TAC, will be filed and served on all parties receiving Ballots. Once filed, a copy of the Imerys Debtors' Plan Supplement will also be available for review and download on the Solicitation Agent's website free of charge at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement" below the "Quick Links" header at the left margin of the landing page.

The Ballot is to be used by holders of Talc Personal Injury Claims other than Indirect Talc Personal Injury Claims ("**Direct Talc Personal Injury Claims**") in Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan only, **who hold such Direct Talc Personal Injury Claims as of October 28, 2024 (the "Voting Record Date")**.[8] **Unless such time is extended by the Imerys Debtors (with the consent of the other Imerys Plan Proponents, with such consent**

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[6] Following confirmation of the Imerys Plan by the Bankruptcy Court, the Imerys Debtors will seek affirmation of such order by the United States District Court for the District of Delaware (the Imerys Debtors will also seek affirmation by the Ontario Superior Court of Justice (Commercial List) in Ontario, Canada) and, upon such affirmation, the Imerys Plan will become effective; *provided*, *however*, that such condition to effectiveness may be waived at the sole option of the Imerys Plan Proponents.

[7] The Imerys Debtors previously filed versions of their Plan Supplement on February 5, 2021 [Imerys D.I. 2900] and July 16, 2021 [Imerys D.I. 3840].

[8] As set forth in Section V(a) of the Solicitation Procedures, "[o]nly holders of Talc Personal Injury Claims in Class 4a (Fund A Claims) and Class 4b (Fund B Claims) as of the Voting Record Date are entitled to vote on the Plans."

not to be unreasonably withheld or delayed) or the Bankruptcy Court, the Ballot must be properly completed, signed, and returned to the Solicitation Agent *so as to be actually received* no later than December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time) (the "Voting Deadline") in order for the votes on the Ballot to count. Unless otherwise provided in the Solicitation Procedures, the Solicitation Agent's dedicated online portal (the "Ballot Submission Portal"), which is accessible at https://cases.ra.kroll.com/iandctalc, is the sole manner in which Ballots will be accepted via electronic or online transmission. Except as provided in the Solicitation Procedures, Ballots submitted by facsimile, e-mail, or other means of electronic transmission will NOT be counted.

[*Remainder of page left intentionally blank*]

DOCUMENTS INCLUDED WITH THE BALLOT

You should have received the following documents with the Ballot (collectively, the "**Solicitation Package**"). **Please note that some of the following documents may be included on a USB flash drive included as part of your Solicitation Package.**

- a cover letter in paper form describing the contents of the Solicitation Package and the enclosed USB flash drive and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;
- the Imerys Confirmation Hearing Notice in paper form;
- a USB flash drive containing a copy of the Imerys Disclosure Statement with all exhibits, including the Imerys Plan with its exhibits;
- the Solicitation Procedures Order (without exhibits);
- the Solicitation Procedures;
- a pre-addressed, return envelope for your completed Ballot; and
- a letter in paper form from the Imerys Tort Claimants' Committee urging you to vote to accept the Imerys Plan.

If you have questions about the Ballot, or if you did not receive a copy of the Imerys Plan or any related materials, please contact Kroll Restructuring Administration, LLC (the "**Solicitation Agent**"), at iandctalcInfo@ra.kroll.com (with "Imerys Talc Solicitation Inquiry" in the subject line) or (844) 514-9092 (U.S. / Canada, toll-free) or +1 (646) 777-2352 (International, toll). Information may also be obtained at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement" below the "Quick Links" header at the left margin of the landing page.

Any admission of Claims for purposes of voting on the Imerys Plan is not an admission of liability on the part of the Imerys Debtors or any other party for payment purposes.

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INSTRUCTIONS FOR COMPLETING THE BALLOT.

The following instructions explain each of the items contained on the Ballot. If you have any questions, please contact the Solicitation Agent at the phone number or e-mail provided above or visit https://cases.ra.kroll.com/iandctalc.

If Submitting Your Vote through the Ballot Submission Portal:

The Solicitation Agent will accept Ballots if properly completed through the Ballot Submission Portal. To submit your customized electronic Ballot via the Ballot Submission Portal, visit https://cases.ra.kroll.com/iandctalc, click on the Ballot Submission Portal link located on the left-hand navigation panel of the landing page and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot**:**

Unique E-Ballot ID#: _____

Except as provided in the Solicitation Procedures, submission of your Ballot via the Solicitation Agent's Ballot Submission Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Except as provided in the Solicitation Procedures, Ballots submitted by facsimile, e-mail, or other means of electronic transmission will not be counted.

Each "Unique E-Ballot ID#" is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Ballot Submission Portal should NOT also submit a paper Ballot.

The encrypted Ballot data and audit trail created by such electronic submission will become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective. Ballots submitted via the Ballot Submission Portal will be deemed to contain an original signature.

If your Ballot is **not actually received** on or before the Voting Deadline by the Solicitation Agent, and such Voting Deadline is not extended by the Imerys Debtors as noted above, your vote will not be counted.

If Submitting Your Vote through Regular Mail, Overnight Courier, or via Hand Delivery:

Submit your completed and signed Ballot by regular mail using the return envelope included in the Solicitation Package (or otherwise), or by hand delivery or overnight courier to:

Imerys Ballot Processing Center
c/o Kroll Restructuring Administration, LLC
850 Third Avenue, Suite 412
Brooklyn, New York 11232

To arrange for hand delivery, please send an email to iandctalcBallots@ra.kroll.com (with "Imerys Ballot Delivery" in the subject line) at least 24 hours before arrival at the address above and provide the anticipated date and time of delivery.

To fill out the Ballot, you must complete the following:

Item 1. Claimant's Name and Address.

Please fill in the name and address information requested. Claimants should include street address, city, state, ZIP Code, telephone number, and the last four digits of their Social Security Number, if they have one.

Claimants with Social Security Numbers MUST provide the last four digits of their Social Security Number in this box. Claimants that do not have a Social Security Number MUST check the box provided for this representation in Item 1.

Item 2. Disease Category.

Please specify a disease category for your Direct Talc Personal Injury Claim, chosen from the categories below. The following disease categories, along with their corresponding medical and evidentiary criteria are for voting purposes only.

The available disease categories and their criteria are as follows:

a. Class 4a (Fund A Claims)

i. Ovarian Cancer: Requires a diagnosis of epithelial ovarian cancer, fallopian tube cancer, or primary peritoneal cancer involving one or more of the following subtypes: serous, endometrioid, clear cell, undifferentiated, mixed type, serous borderline, or endometrioid borderline.

ii. Other Disease (Fund A):[9] Requires a diagnosis of a disease that does not meet the criteria for any disease set forth in (i) above but on claimant's reasonable belief would be assigned to Fund A.

b. Class 4b (Fund B Claims)

i. Mesothelioma: Requires a diagnosis of mesothelioma.

[9] *See* Trust Distribution Procedures § 5.2(b)(vii) for information on assignment of Other Diseases to Fund A.

ii. Lung Cancer: Requires (1) a diagnosis of a primary lung cancer (*i.e.*, a lung cancer that originates in the lungs and is unrelated to any previous cancer as opposed to a lung cancer that has spread to the lungs from another part of the body), (2) evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease,[10] and (3) supporting medical documentation establishing exposure to Imerys Talc (as defined in the Trust Distribution Procedures) or a product containing Imerys Talc as a contributing factor in causing the lung cancer in question.

iii. Other Disease (Fund B):[11] Requires a diagnosis of a disease that does not meet the criteria for any disease set forth in (i) or (ii) above but on claimant's reasonable belief would be assigned to Fund B.

If none of the above disease categories is indicated for a claimant, the Solicitation Agent shall not count the vote.

Item 3. Vote on the Imerys Plan.

Vote on the Imerys Plan by checking the box that corresponds to your choice. You may vote to ACCEPT the Imerys Plan (meaning that you vote in favor of the Plan) or to REJECT the Imerys Plan (meaning that you vote against the Imerys Plan). You must check either the ACCEPT or REJECT box below for the Imerys Plan to have your vote counted. If you check both the ACCEPT and REJECT boxes for the Imerys Plan, your vote will not be counted.

Item 4. Releases.

Pursuant to Article XII of the Imerys Plan, the Imerys Debtors seek approval of the release provisions set forth on Appendix A. You may opt out of giving this release if you vote to reject the Imerys Plan or choose not to vote on the Imerys Plan by checking the applicable box in Item 3.

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[10] Evidence of "Bilateral Asbestos-Related Nonmalignant Disease," for purposes of meeting the criteria for establishing Lung Cancer, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale or (ii)(x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (*e.g.*, an ILO report, a written radiology report or a pathology report). Solely for Lung Cancer claims filed against the Imerys Debtors or another defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a Qualified Physician, or (ii) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with or compatible with a diagnosis of asbestos-related disease, shall be evidence of a Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Lung Cancer. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, "Asbestos-associated Diseases," Vol. 106, No. 11, App. 3 (October 8, 1982). A "Qualified Physician" is a physician who is board-certified (or in the case of Canadian Claims, a physician who is certified or qualified under comparable medical standards or criteria of Canada) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine or occupational medicine.

[11] *See* Trust Distribution Procedures § 5.2(b)(vii) for information on assignment of Other Diseases to Fund B.

If the Imerys Plan becomes effective, holders of Direct Talc Personal Injury Claims are deemed to provide the releases contained in Section 12.2.2 of the Imerys Plan, as set forth in Appendix A, unless you are permitted to opt out and you do so. You may opt out of the releases by checking the applicable box in Item 3 only if you vote to reject the Imerys Plan or do not vote but you submit the Ballot with the applicable opt out box checked. If you (a) vote to accept the Imerys Plan, (b) do not submit a Ballot, or (c) reject, or abstain from voting on, the Imerys Plan but do not opt out of the release provisions, you will be deemed to have granted the releases in Section 12.2.2 of the Imerys Plan.

Item 5. Certifications, Acknowledgment, Signature and Date.

Either the claimant, the claimant's personal representative, or the claimant's attorney MUST sign the Ballot. If the Ballot is not signed, the vote shown on the Ballot will NOT be counted.

Claimants with Social Security Numbers MUST provide the last four digits of their Social Security Number in Item 1 of the Ballot as well. Claimants that do not have a Social Security Number MUST check the box provided for this representation in Item 1.

The claimant, the claimant's personal representative, or the claimant's attorney, MUST certify certain information on the Ballot. Please read the certifications below and ensure that the information on the Ballot meets the requirements of those certifications.

By signing the Ballot, you make one of the following certifications, as applicable:

- I am the claimant and make the following certifications on information and belief.

  i. I have been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

  ii. I am the holder of a Direct Talc Personal Injury Claim in Class 4a (Fund A Claims) or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such Claim has not been released;

  iii. To the best of my knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the disease category attributed to the Direct Talc Personal Injury Claim is the disease category designated on the Ballot; and

  iv. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan in my capacity as the claimant.

- I am the personal representative of the claimant and make the following certifications on information and belief.

  i. The claimant's personal representative has been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

  ii. The claimant is the holder of a Direct Talc Personal Injury Claim in Class 4a (Fund A Claims) or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such claim has not been released;

  iii. To the best of my knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the disease category attributed to the Direct Talc Personal Injury Claim is the disease category designated on the Ballot; and

  iv. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan.

- I am an attorney for the claimant and make the following certifications under penalty of perjury.

  i. The claimant's attorney has been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

  ii. The claimant is the holder of a Direct Talc Personal Injury Claim in Class 4a (Fund A Claims) or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such claim has not been released;

  iii. To the best of my knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the disease category attributed to the Direct Talc Personal Injury Claim is the disease category designated on the Ballot; and

  iv. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan on behalf of the claimant.

The Ballot does not constitute and will not be deemed a Proof of Claim or Equity Interest, an assertion of a Claim, the allowance of a Claim, or the acceptance or liquidation of any Talc Personal Injury Claim for purposes of any distribution. None of the information set forth in the Ballot shall constitute an admission by the Imerys Debtors as to the extent, validity, or priority of

the Claim voted herein, nor shall anything contained herein or information submitted in or with the Ballot be binding upon the Imerys Debtors or the holder in any subsequent claims resolution process or other proceeding. The Ballot may not be used for any purposes other than to transmit votes on the Imerys Plan and to determine whether Class 4a (Fund A Claims) and Class 4b (Fund B Claims) claimants who are permitted to opt out from giving the releases contained in the Imerys Plan have done so.

If you cast more than one Ballot voting the same Direct Talc Personal Injury Claim before the Voting Deadline, the last valid Ballot received by the Solicitation Agent on or before the Voting Deadline will be deemed to reflect your intent and will supersede any prior Ballots.

Holders of Claims must vote the full amount of their Claims to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan. A holder of a Direct Talc Personal Injury Claim may not split his or her vote on the Imerys Plan. Accordingly, the votes of any holder of a Direct Talc Personal Injury Claim who purports partially to accept and partially to reject the Imerys Plan will not be counted.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, BELIEVE YOU MAY HAVE RECEIVED AN INCORRECT BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF ANY OF THE DOCUMENTS DESCRIBED IN THESE INSTRUCTIONS, PLEASE CONTACT THE SOLICITATION AGENT AT:

TELEPHONE: (844) 514-9092 (U.S. / CANADA, TOLL-FREE)
OR +1 (646) 777-2352 (INTERNATIONAL, TOLL)
E-MAIL: IANDCTALCINFO@RA.KROLL.COM (WITH "IMERYS TALC SOLICITATION INQUIRY" IN THE SUBJECT LINE)
OR VISIT HTTPS://CASES.RA.KROLL.COM/IANDCTALC

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IMERYS PLAN BALLOT

BALLOT FOR ACCEPTING OR REJECTING
THE SECOND JOINT PLAN OF REORGANIZATION
OF IMERYS TALC AMERICA, INC. AND ITS DEBTOR
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4: DIRECT TALC PERSONAL INJURY CLAIMS

Please read the instructions that accompany this Ballot before completing. Print clearly.
ITEM 1 – Claimant's Name and Address:
Name
Street Address
City, State, and ZIP Code (U.S.)
Telephone Number
Email Address
Date of Birth (MM/DD/YYYY)[1]
Last Four Digits of Social Security Number ☐ I do not have a Social Security Number.

[1] Ballots that do not include the claimant's date of birth and the last 4 digits of the claimant's Social Security Number will not be counted. Claimants who do not have a Social Security Number must check the box provided.

ITEM 2 – Disease Category:

Class 4a (Fund A Claims)

☐ Ovarian Cancer

☐ Other Disease that on claimant's reasonable belief would be assigned to Fund A[2]

Class 4b (Fund B Claims)

☐ Mesothelioma

☐ Lung Cancer

☐ Other Disease that on claimant's reasonable belief would be assigned to Fund B[3]

ITEM 3 – Vote on the Imerys Plan:

The undersigned, as holder of (or representative of a holder of) a Direct Talc Personal Injury Claim in Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date, votes (fill in ONE box only):

☐ to ACCEPT (vote in favor of) the Imerys Plan.

☐ to REJECT (vote against) the Imerys Plan.

ITEM 4 – Releases:

The undersigned, as holder of (or representative of a holder of) a Direct Talc Personal Injury Claim in Class 4a (Fund A Claims) or Class 4b (Fund B Claims) of the Imerys Plan, elects to:

☐ Opt Out of giving the releases contained in Article XII the Imerys Plan.

i. Opting out of giving the releases provided in Article XII of the Imerys Plan will not affect your distribution under the Imerys Plan.

ii. If you vote to **accept** the Imerys Plan, you will fall under the definition of "Releasing Claim Holder" in the Imerys Plan and will be deemed to provide the releases set forth in Article XII of the Imerys Plan. **If you vote to accept the Imerys Plan, you cannot opt out of giving such releases**.

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2 See Trust Distribution Procedures § 5.2(b)(vii) for information on assignment of Other Diseases to Fund A.

3 See *id.* for information on assignment of Other Diseases to Fund B.

iii. If you vote to **reject** the Imerys Plan and wish to opt out of giving the releases provided in Article XII of the Imerys Plan, you must check the Opt Out box above and return the completed Ballot to the Solicitation Agent so as to be received by the Voting Deadline.

iv. If you **do not vote** on the Imerys Plan but wish to opt out of giving the releases provided in Article XII of the Imerys Plan, you must check the Opt Out box above, and also provide the information sought in Items 1 and 4 of this Ballot and submit this Ballot to the Solicitation Agent so as to be received by the Voting Deadline.

v. If the Imerys Plan becomes effective, as a holder of a Direct Talc Personal Injury Claim under the Imerys Plan, you are deemed to provide the releases contained in Article XII of the Imerys Plan, unless you fall under categories (iii) or (iv) above, and you check the Opt Out box.

ITEM 5 – Certifications, Acknowledgment, Signature and Date:

By signing this Ballot, the undersigned certifies that:

☐ I am the claimant and make the following certifications on information and belief.

i. I have been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

ii. I am the holder of a Direct Talc Personal Injury Claim in Class 4a (Fund A Claims) or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such Claim has not been released;

iii. the disease category attributed to such Direct Talc Personal Injury Claim is the disease category designated on this Ballot; and

iv. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan in my capacity as the claimant.

☐ I am the personal representative of the claimant and make the following certifications on information and belief.

i. The claimant's personal representative has been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

ii. The claimant is the holder of a Direct Talc Personal Injury Claim in Class 4a (Fund A Claims) or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such Claim has not been released;

iii. the disease category attributed to such Direct Talc Personal Injury Claim is the disease category designated on this Ballot; and

iv. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan on behalf of the claimant.

☐ I am the attorney for the claimant and make the below certifications under penalty of perjury.

i. The claimant's attorney has been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

ii. The claimant is the holder of a Direct Talc Personal Injury Claim in Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such Claim has not been released;

iii. the disease category attributed to such Direct Talc Personal Injury Claim is the disease category designated on this Ballot; and

iv. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan on behalf of the claimant.

Signature and Date

Signature of Claimant or Authorized Agent
Date

YOU MUST COMPLETE ITEM 5 IN ORDER FOR YOUR VOTE(S) ON THE IMERYS PLAN TO BE COUNTED.

DO NOT INCLUDE MEDICAL RECORDS WITH THIS BALLOT.
MEDICAL RECORDS CANNOT BE RETURNED BY THE SOLICITATION AGENT.

IF THIS BALLOT IS NOT *ACTUALLY RECEIVED BY* THE SOLICITATION AGENT BY DECEMBER 16, 2024, AT 4:00 P.M. (PREVAILING EASTERN TIME), YOUR VOTE(S) MAY NOT BE COUNTED.

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Appendix A

Release, Injunction, and Exculpation Provisions in the Imerys Plan[1]

[1] Capitalized terms used but not defined in this Appendix A have the meanings given in the Imerys Plan.

RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN PLAN

Pursuant to Article XII of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions. **If you are (a) the holder of a Claim that is Unimpaired or (b) a Plan Proponent and hold an Impaired Claim, you will be presumed to accept the Plan and deemed to grant the Releases by Holders of Claims set forth below and in Article XII of the Plan.** If you fall within (a) above and wish to object to the release, you must file an objection to the Plan.

ARTICLE I:

1. DEFINITIONS

"Released Parties" means each of: (a) the Imerys Protected Parties; (b) the Debtors; (c) the Reorganized Debtors; (d) the Tort Claimants' Committee; (e) the individual members of the Tort Claimants' Committee (in their capacities as such); (f) the FCR; (g) the Information Officer; (h) the Rio Tinto Protected Parties subject to the limitation in Section 10.8.6 of the Plan; (i) the Cyprus Protected Parties; (j) the Reorganized Cyprus Mines Debtor; (k) the Cyprus Tort Claimants' Committee; (l) the individual members of the Cyprus Tort Claimants' Committee (in their capacities as such); (m) the Cyprus FCR; (n) the Zurich Protected Parties; (o) the XL Protected Parties; and (p) to the fullest extent permitted by applicable law, with respect to each of the foregoing Persons in clauses (b), (c), (d), (f), (g), (j), (k), (m), (n), and (o), each such Person's Representatives.

"**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 Person's respective predecessors, successors, and assigns, each in their capacity as such.

ARTICLE XII:

a. 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, demands, 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, 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, or their respective property; (iii) creating, perfecting, or enforcing any Lien or Encumbrance of any kind against the Debtors, the Reorganized Debtors, 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.

b. Releases by Debtors, their Estates, and Certain Protected Parties.

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, the Reorganized 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, the Reorganized Debtors or the 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, the Reorganized Debtors or the 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 (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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing). The Debtors, the Reorganized 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.

In furtherance of the Imerys Settlement, on the Effective Date, 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 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 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 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").

In furtherance of the Cyprus Settlement, 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, the Tort Claimants' Committee and FCR, and any Cyprus Settling Talc Insurance Company (regardless of when it enters into any settlement with the Debtors, the Tort Claimants' Committee, the FCR, or the Talc Personal Injury Trust), each solely on its own behalf, are deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge each and all of the Cyprus 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, the FCR, or any Cyprus Settling Talc Insurance Company have, had, may have, or may claim to have against any of the Cyprus Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim (collectively, the "Cyprus Released Claims").

In furtherance of the XL Settlement, effective upon the Talc Personal Injury Trust's receipt of the XL 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 XL 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 XL Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim or the XL Policies (collectively, the "XL Released Claims"). For the avoidance of doubt, the XL Released Claims shall not include any claims arising out of or relating to coverage under the international insurance policies issued to Imerys S.A. by XL Insurance Company Ltd, including Policy Numbers FR00003071LI11A, FR00003071LI12A, and FR00003071LI13A.

c. 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, 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 and Talc Personal Injury Claims), 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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing), except to the extent that such act or omission of a Released Party is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act. The releases set forth in this Section 12.2.2 of the Plan are in addition to, and not in lieu of, the Acceptance and Release that every claimant must complete, execute and deliver to the Talc Personal Injury Trust as a condition precedent to its receipt of any payment or distribution from the Talc Personal Injury Trust. Notwithstanding anything to the contrary in the Plan, the Plan Documents, or the Confirmation Order, the releases and injunctions set forth in this Section 12.2.2 (and otherwise in this Article XII) shall not constitute a release of nor shall enjoin any claims or defenses that a Settling Talc Insurance Company may have against its reinsurers and/or retrocessionaires in their capacities as such or that any reinsurer or retrocessionaire of a Settling Talc Insurance Company may have against such Settling Talc Insurance Company in its capacity as a reinsured, and nothing in the Plan, the Plan Documents, or the Confirmation Order shall impair or otherwise affect the ability of any Settling Talc Insurance Company (or reinsurer or retrocessionaire) to

assert any such claim or defense in any forum; *provided* that no such claim can be asserted against the Talc Personal Injury Trust unless otherwise provided in the Plan.

d. 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").

e. 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.

f. Channeling Injunction.

Terms. To preserve and promote the settlements contemplated by and provided for in the Plan 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 to the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents, and such holder (regardless of whether such holder is a Releasing Claim 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 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.

Reservations. Notwithstanding anything to the contrary in Section 12.3.1(a) 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.

g. Insurance Entity Injunction.

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.

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; *provided, however*, that to the extent any Talc Insurance Company asserts a claim against J&J, nothing in the Plan shall affect J&J's ability to assert any defense or counterclaim;

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 0 shall not impair in any way any actions brought by the Talc Personal Injury Trust against any Talc Insurance Company; 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 0 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.**

Reservations. Notwithstanding anything to the contrary above, this Insurance Equity 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 Settlement 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 Settlement Agreement.

h. Supplemental Settlement Injunction Order. In order to preserve and promote the (i) Imerys Settlement, (ii) the Rio Tinto/Zurich Settlement, (iii) the Cyprus Settlement, and (iv) the XL 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.

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.

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

iv. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any XL Released Claims directly or indirectly against the

XL Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any XL Released Claims.

Any Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL 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, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party that is enjoined under the Plan as to such Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party and may seek to enforce such injunction in a court of competent jurisdiction.

i. Exculpation. None of (a) the Debtors, (b) the Imerys Protected Parties, (c) the Tort Claimants' Committee, (d) the members of the Tort Claimants' Committee in their capacities as such, (e) the FCR, (f) the Information Officer, and (g) the Representatives of any of the foregoing, and in the case of (b) – (g), solely in their capacities as such and solely with respect to conduct while acting as a fiduciary of the Debtors' Estates, shall have or incur any liability to any Person or Entity for any act or omission taken or to be taken on or after the Petition Date through and including the Effective Date 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 for the purposes of this Section 12.7, 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 shall be considered a Representative of the Debtors. 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.

Exhibit 2-2

Imerys Master Ballot

IMERYS PLAN BALLOT

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]

MASTER BALLOT FOR ACCEPTING OR REJECTING
THE SECOND JOINT PLAN OF REORGANIZATION
OF IMERYS TALC AMERICA, INC. AND ITS DEBTOR
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4: DIRECT TALC PERSONAL INJURY CLAIMS

On February 13, 2019, each of ITA, ITV, and ITC (collectively, the "**Imerys Debtors**") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), thereby commencing the Imerys Debtors' chapter 11 cases administered jointly at Case No. 19-10289 (LSS) (the "**Imerys Cases**").[3]

On [●], 2024, the Imerys Debtors, Imerys S.A., the official committee of tort claimants appointed in the Imerys Cases (the "**Imerys Tort Claimants' Committee**"), and the representative for future talc personal injury claimants appointed in the Imerys Cases (the "**Imerys FCR**" and, together with the Imerys Debtors, Imerys S.A., and the Imerys Tort Claimants' Committee, the

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

[2] Imerys Talc Italy S.p.A. ("**ITI**") may file (but has not yet filed) a chapter 11 case. If and when ITI files a chapter 11 case, the Imerys Debtors will seek entry of an order by the Bankruptcy Court jointly administering ITI's chapter 11 case with those of the Imerys Debtors under Case No. 19-10289 (LSS).

[3] The term "Imerys Debtors" refers to ITA, ITV, and ITC (collectively, the "**Imerys North American Debtors**") and, to the extent ITI commences a chapter 11 case, the term Imerys Debtors also refers to ITI.

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"**Imerys Plan Proponents**") filed the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Plan**"), which is described in greater detail in that certain disclosure statement with respect to the Imerys Plan [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Disclosure Statement**").[4]

On [●], 2024, the Bankruptcy Court entered an order [Imerys D.I. [●]] (the "**Solicitation Procedures Order**") approving the Imerys Disclosure Statement as containing "adequate information" within the meaning ascribed to such term in section 1125 of the Bankruptcy Code and procedures for soliciting votes to accept or reject the Imerys Plan (the "**Solicitation Procedures**").[5]

The Imerys Plan, Imerys Disclosure Statement, Solicitation Procedures Order, and Solicitation Procedures have been included in the package of materials containing the attached master ballot (the "**Master Ballot**") and can be accessed free-of-charge at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement" below the "Quick Links" header at the left margin of the landing page.

The Imerys Plan provides for the issuance of a "Channeling Injunction" and a "Supplemental Settlement Injunction Order," pursuant to sections 524(g) and 105(a) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the Entities that would be subject to these injunctions, see Section 7.8 of the Imerys Disclosure Statement and Article XII of the Imerys Plan. Certain key elements of the Imerys Plan, including the Channeling Injunction, are also set forth on Appendix A.

The Imerys Plan will be accepted by the holders of Talc Personal Injury Claims for purposes of sections 105(a), 524(g), and 1129 of the Bankruptcy Code if at least two-thirds (2/3) in amount and at least three-quarters (3/4) in number of holders of Talc Personal Injury Claims in each of Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan vote in favor thereof.

If the Imerys Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Imerys Debtors (including those holders who reject the Imerys Plan or abstain from voting on the Imerys Plan, and those holders who are not entitled to vote on the

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[4] The Bankruptcy Court has not approved the Imerys Disclosure Statement or the Solicitation Procedures (as defined herein) as to ITI; however, the Solicitation Procedures apply to holders of Talc Personal Injury Claims against both the Imerys North American Debtors and ITI. If at least two-thirds (2/3) in amount and three-quarters (3/4) in number of holders of Talc Personal Injury Claims in each of Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan vote in favor thereof, ITI may commence a chapter 11 case and would seek entry of an order by the Bankruptcy Court approving the Imerys Disclosure Statement and the Solicitation Procedures as to ITI at or before the Confirmation Hearing. Accordingly, ITI is soliciting holders of Talc Personal Injury Claims for support of the Imerys Plan simultaneously with solicitation by the Imerys North American Debtors of the Imerys Plan, even though ITI has not yet commenced a chapter 11 case.

[5] Capitalized terms used but not defined herein have the meanings given in the Solicitation Procedures or, if not defined therein, in the Imerys Plan.

Imerys Plan) will be bound by the confirmed Imerys Plan and the transactions contemplated thereby.[6]

No later than December 2, 2024, or such later date as the Bankruptcy Court may approve, the Imerys Debtors will file the Plan Supplement with the Bankruptcy Court.

The Imerys Debtors' Plan Supplement[7] will include (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 and the Talc PI Guaranty; (l) the Talc PI Pledge Agreement; (m) a list of the Talc Insurance Policies; (n) the list of officers and directors of Reorganized ITI; (o) the Share Purchase Agreement; and (p) the initial members of the Ovarian Cancer TAC and the initial members of the Mesothelioma / Lung Cancer TAC.

The Plan Supplement, and any amendments or supplements to the foregoing, will be served only on those parties that have requested notice in the Imerys Cases pursuant to Bankruptcy Rule 2002 and any party in interest who requests in writing a copy from counsel for the Imerys Debtors; *provided* that (i) the initial members of the Ovarian Cancer TAC and the Mesothelioma / Lung Cancer TAC and (ii) any amendments to the identity of the initial Talc Trustees and their compensation, the identity of the initial Delaware Trustee, the initial members of the Ovarian Cancer TAC, and the initial members of the Mesothelioma / Lung Cancer TAC, will be filed and served on all parties receiving Ballots. Once filed, a copy of the Plan Supplement will also be available for review and download on the Solicitation Agent's website free of charge at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement" below the "Quick Links" header at the left margin of the landing page.

The Master Ballot is to be used by attorneys only for voting on behalf of holders of Talc Personal Injury Claims other than Indirect Talc Personal Injury Claims ("**Direct Talc Personal Injury Claims**") in Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan only, **who hold such Direct Talc Personal Injury Claims as of October 28, 2024 (the "Voting Record Date").**[8] **Unless such time is extended by the Imerys Debtors (with the consent of the other Plan Proponents, with such consent not to be unreasonably withheld or delayed) or the Bankruptcy Court, the Master Ballot must be**

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[6] Following confirmation of the Imerys Plan by the Bankruptcy Court, the Imerys Debtors will seek affirmation of such order by the United States District Court for the District of Delaware (the Imerys Debtors will also seek affirmation by the Ontario Superior Court of Justice (Commercial List) in Ontario, Canada) and, upon such affirmation, the Imerys Plan will become effective; *provided*, *however*, that such condition to effectiveness may be waived at the sole option of the Imerys Plan Proponents.

[7] The Imerys Debtors previously filed versions of their Plan Supplement on February 5, 2021 [Imerys D.I. 2900] and July 16, 2021 [Imerys D.I. 3840].

[8] As set forth in Section V(a) of the Solicitation Procedures, "[o]nly holders of Talc Personal Injury Claims in Class 4a (Fund A Claims) and Class 4b (Fund B Claims) as of the Voting Record Date are entitled to vote on the Plans."

properly completed, signed, and submitted to the Solicitation Agent *so as to be actually received* no later than December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time) (the "Voting Deadline") in order for the votes on the Master Ballot to count. Unless you receive express, written permission from the Imerys Debtors to submit a Master Ballot via other means, the ONLY acceptable manner of submission of Master Ballots is electronically via a dedicated online portal (the "Ballot Submission Portal"), which is accessible at https://cases.ra.kroll.com/iandctalc, the Imerys Debtors' and Cyprus Debtor's combined restructuring website, according to submission instructions set forth below. For the avoidance of doubt, votes contained in Master Ballots delivered to the Solicitation Agent in hard copy (whether by regular mail, overnight courier, or hand delivery) or submitted by facsimile, e-mail, or any other means of electronic transmission (except the Ballot Submission Portal) will NOT be counted, unless the party submitting such Master Ballot previously received permission in writing from the Imerys Debtors to submit a Master Ballot via means other than the Ballot Submission Portal.

[*Remainder of page left intentionally blank*]

DOCUMENTS INCLUDED WITH THE MASTER BALLOT

You should have received the following documents with the Master Ballot (collectively, the "**Solicitation Package**"). **Please note that some of the following documents may be included on a USB flash drive included as part of your Solicitation Package.**

- a cover letter in paper form describing the contents of the Solicitation Package and the enclosed USB flash drive, and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;
- the Imerys Confirmation Hearing Notice in paper form;
- a USB flash drive containing a copy of the Imerys Disclosure Statement with all exhibits, including the Imerys Plan with its exhibits;
- the Solicitation Procedures Order (without exhibits);
- the Solicitation Procedures; and
- a letter in paper form from the Imerys Tort Claimants' Committee urging you to vote to accept the Imerys Plan.

If you have questions about the Master Ballot, or if you did not receive a copy of the Imerys Plan or any related materials, please contact Kroll Restructuring Administration LLC (the "**Solicitation Agent**") at iandctalcBallots@ra.kroll.com (with "Imerys Solicitation Master Ballot Inquiry" in the subject line) or (844) 514-9092 (U.S. / Canada, toll-free) or +1 (646) 777-2352 (International, toll). Information may also be obtained at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement" below the "Quick Links" header at the left margin of the landing page.

Any admission of Claims for purposes of voting on the Imerys Plan is not an admission of liability on the part of the Imerys Debtors or any other party for payment purposes.

[*Remainder of page left intentionally blank*]

INSTRUCTIONS FOR COMPLETING YOUR BALLOT

1. The Master Ballot is provided to you, as an attorney for holders of Direct Talc Personal Injury Claims against the Imerys Debtors, who hold such Direct Talc Personal Injury Claims as of the Voting Record Date, in connection with the solicitation of votes of holders of Direct Talc Personal Injury Claims to accept or reject the Imerys Plan. The Imerys Disclosure Statement and Imerys Plan are also being provided to you. PLEASE READ ALL DOCUMENTS CAREFULLY BEFORE COMPLETING THE MASTER BALLOT.

2. The Master Ballot is to be used by attorneys who represent, **and are authorized to vote on behalf of**, one or more holders of Direct Talc Personal Injury Claims. You may be required to provide evidence of your authorization by holders of Direct Talc Personal Injury Claims to vote to accept or reject the Imerys Plan.

3. You are receiving the Master Ballot because you represent certain clients (collectively, your "**Direct Talc Personal Injury Clients**") that voted on the Imerys Debtors' prior proposed plan of reorganization or are otherwise listed in the Imerys Debtors' books and records as having asserted one or more Direct Talc Personal Injury Claims against the Imerys Debtors. Your firm ("**Firm**") must certify to one of the options below with respect to each Direct Talc Personal Injury Client whose vote is included in your Firm's Master Ballot.

(a) "Option (a) Certification": The Firm (or one or more of its attorneys) has communicated with each of the Direct Talc Personal Injury Clients listed on the Exhibit (as defined in the Master Ballot) and has been authorized, consistent with applicable law, by each such Direct Talc Personal Injury Client (i) to vote each of their Direct Talc Personal Injury Claims to accept or reject the Imerys Plan, as indicated on the Exhibit, and (ii) to make any other responsive election indicated on the Exhibit.

(b) "Option (b) Certification": The Firm (or one or more of its attorneys) has the authority under a power of attorney or other mechanism under applicable law to vote to accept or reject the Imerys Plan (in addition to the other responsive elections to be reflected on the Exhibit) on behalf of its Direct Talc Personal Injury Clients and the Firm completed the Master Ballot in accordance with the authority granted to the Firm.

4. To use the Master Ballot, you must be authorized to vote on behalf of your Direct Talc Personal Injury Clients under all applicable standards for such authorization. With respect to any of your Direct Talc Personal Injury Clients, if you: (a) are unable to certify that you have the authority to vote on the Imerys Plan on behalf of such Direct Talc Personal Injury Client, or (b) wish such Direct Talc Personal Injury Client to cast his or her own individual ballot (an "**Individual Ballot**"), you must:

(x) if you choose for the Solicitation Agent to transmit the Solicitation Packages (including Individual Ballots) to your Direct Talc Personal Injury Clients, notify the Solicitation Agent of that choice and furnish the Solicitation Agent with a list setting forth the name and address for each such Direct Talc Personal Injury Client within fifteen (15) Business Days of receiving the Solicitation Package; *provided*, that, if such list contains

more than twenty (20) such Direct Talc Personal Injury Clients, such information must be provided in Microsoft Excel or comparable electronic format to the Solicitation Agent at iandctalcBallots@ra.kroll.com (with "Imerys Direct Solicitation Client List" in the subject line); or

(y) if you choose to transmit Solicitation Packages to your Direct Talc Personal Injury Clients directly, within fifteen (15) Business Days of receiving the Solicitation Package, notify the Solicitation Agent of that choice and furnish a request to the Solicitation Agent for a specified number of Solicitation Packages (including Individual Ballots) by providing the relevant Direct Talc Personal Injury Clients' names and addresses (an "**Imerys Direct Solicitation Client List**") to the Solicitation Agent; *provided*, that, if such list contains more than twenty (20) such Direct Talc Personal Injury Clients, such information must be provided in Microsoft Excel or comparable electronic format to the Solicitation Agent at iandctalcBallots@ra.kroll.com (with "Imerys Direct Solicitation Client List" in the subject line).[9]

The Solicitation Agent will use commercially reasonable efforts to provide the Solicitation Packages (including Individual Ballots) directly to your identified Direct Talc Personal Injury Clients within five (5) Business Days after receipt of notification of such choice (or as soon as reasonably practicable thereafter). The Imerys Debtors will reimburse you for the actual postage incurred by you. If you wish to seek reimbursement, you must submit reasonable evidence of postage expenses incurred in order to obtain such reimbursement.

If an Individual Ballot is timely received from an individual holder of a Direct Talc Personal Injury Claim and a Master Ballot is received from one or more persons purporting to be such holder's attorney or agent, the Ballot received from the individual holder will be the Ballot that is counted, and the vote of the purported attorney or agent on behalf of such holder will not be counted.

5. To be entitled to vote on the Imerys Plan, a holder of a Direct Talc Personal Injury Claim in Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims) (either directly or through his or her attorney or agent) must be able to certify that such holder has a Direct Talc Personal Injury Claim in Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims), as applicable, as of the Voting Record Date and that such holder has the disease category specified for such holder on the Exhibit.

6. To have the votes reflected on the Master Ballot counted for purposes of voting on the Imerys Plan, the Master Ballot must be completed, signed, and submitted **so that it is actually received** no later than the Voting Deadline (or such later date as agreed by the Imerys Debtors with the consent of the Imerys Plan Proponents with such consent not to be unreasonably withheld or delayed) by the Solicitation Agent as set forth in these instructions below. Master Ballots will not be accepted in hard copy (whether by regular mail, overnight courier, or hand delivery) or by telecopy, facsimile transmission, email, or any other means of electronic submission (except

[9] In the case of both this subparagraph (y) and subparagraph (x) above, if the list contains information for twenty (20) or fewer clients, you may alternatively submit the applicable information in PDF format to the Solicitation Agent at iandctalcBallots@ra.kroll.com (with the appropriate subject line message referenced above).

through the Ballot Submission Portal on the Solicitation Agent's website at https://cases.ra.kroll.com/iandctalc), unless the party submitting a Master Ballot previously received permission in writing from the Debtors to submit such Master Ballot via means other than the Ballot Submission Portal. If a Master Ballot is received after the Voting Deadline, it may not be counted. If the Master Ballot is not signed on the appropriate lines, the Master Ballot will not be valid or counted as having been cast.

7. The Master Ballot will not constitute or be deemed a proof of Claim or Equity Interest, an assertion of a Claim, the allowance of a Claim, or the acceptance or liquidation of any Talc Personal Injury Claim for purposes of any distribution. None of the information set forth in the Master Ballot shall constitute an admission by the Imerys Debtors as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein or information submitted in or with the Master Ballot be binding upon the Imerys Debtors or the holder in any subsequent claims resolution process or other proceeding. The Master Ballot may not be used for any purposes other than to transmit votes on the Imerys Plan and to determine whether Class 4a (Fund A Claims) and Class 4b (Fund B Claims) claimants who are permitted to opt out from giving the releases contained in the Imerys Plan have done so.

8. Multiple Master Ballots may be completed and delivered to the Solicitation Agent. Subject to the terms of the Solicitation Procedures, votes reflected by multiple Master Ballots submitted by the same Firm will be counted except to the extent that they are duplicative of other Master Ballots. If two or more such ballots submitted by the same Firm are inconsistent, the last valid Master Ballot received by the Solicitation Agent on or before the Voting Deadline will, to the extent of such inconsistency, govern unless otherwise ordered by the Bankruptcy Court. If more than one Master Ballot is submitted and the last such ballot supplements rather than supersedes earlier Master Ballot(s), please designate the subsequent Master Ballot(s) as "Supplemental" and clearly mark which of those votes reflected thereon are additional votes. Notwithstanding the foregoing, if two or more Master Ballots are received from separate Firms, each of whom purports to represent the same holder of a Direct Talc Personal Injury Claim, the vote of the holder will be counted only once and only if the votes of the holder are consistent. If 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 Imerys 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 Imerys Plan, the Solicitation Agent will contact the relevant attorneys or agents, with notice of such communication to counsel to each of the Imerys Plan Proponents and request that the attorneys or agents coordinate with each other to resolve the conflicting representation, and for the appropriate attorney or agent to send an e-mail to iandctalcBallots@ra.kroll.com (with "Imerys Attorney Representation Conflict" in the subject line) copying all affected attorneys and the Imerys Debtors confirming such resolution. If representation of the holder of the Direct Talc Personal Injury Claim is not resolved within ten (10) calendar days from the notice of the conflict as provided by the Solicitation Agent, such votes shall not be counted.

9. Each holder of a Direct Talc Personal Injury Claim that votes must vote his or her entire claim either, to ACCEPT / in favor of, or to REJECT / against, the Imerys Plan. A holder of a Direct Talc Personal Injury Claim may not split his or her vote. Accordingly, the votes of any holder of a Direct Talc Personal Injury Claim who purports partially to accept and partially to reject the Imerys Plan will not be counted.

10. If the Master Ballot is signed and timely sent to the Solicitation Agent, but does not designate either acceptance or rejection, or designates both acceptance and rejection, of the Imerys Plan for any particular claimant listed on the Exhibit accompanying the Master Ballot, then the Solicitation Agent may, at its discretion, either contact the party submitting the Master Ballot in order to cure the defect on the Master Ballot or such Claim will not be counted either as an acceptance or rejection of the Imerys Plan, but will be accepted for purposes of determining whether those Class 4a (Fund A Claims) and Class 4b (Fund B Claims) claimants listed have opted out of giving the releases contained in the Imerys Plan.

11. **To complete the Master Ballot properly, you must follow the procedures described below:**

Item 1 of the Master Ballot requires that you prepare the Exhibit, *i.e.*, a list of each voting holder of a Direct Talc Personal Injury Claim that you represent in substantially the same format as provided in Appendix B, hereto. The Exhibit must be in Microsoft Excel or comparable electronic format; *provided, however*, that, if you represent twenty (20) or fewer holders of Direct Talc Personal Injury Claims, you may provide the Exhibit in PDF format. The Exhibit must, with respect to each holder of a Direct Talc Personal Injury Claim on whose behalf you are voting, (a) the last four digits of such holder's Social Security Number (if the holder has not been issued a Social Security Number, check the appropriate box), and such holder's date of birth; (b) indicate whether such holder accepts or rejects the Imerys Plan and, if such holder votes to reject the Imerys Plan, whether such holder opts out of the releases contained in Section 12.2.2 of the of the Imerys Plan (as described in greater detail on Appendix A); (c) indicate the authority (as set forth in paragraphs IV(c)(ii)(A)(1) and (2) of the Solicitation Procedures ("Option (a) Certification" or "Option (b) Certification")) based upon which votes on behalf of the listed clients are being included in the Exhibit; and (d) specify a disease category for the Direct Talc Personal Injury Claim of each holder, chosen from the categories below. The following disease categories, along with their corresponding medical and evidentiary criteria are for voting purposes only.

The available disease categories and their criteria are as follows:

a. Class 4a (Fund A Claims)

   i. Ovarian Cancer: Requires a diagnosis of epithelial ovarian cancer, fallopian tube cancer, or primary peritoneal cancer involving one or more of the following subtypes: serous, endometrioid, clear cell, undifferentiated, mixed type, serous borderline, or endometrioid borderline.

   ii. Other Disease (Fund A):[10] Requires a diagnosis of a disease that does not meet the criteria for any disease set forth in (i) above but on claimant's reasonable belief would be assigned to Fund A.

b. Class 4b (Fund B Claims)

   i. Mesothelioma: Requires a diagnosis of mesothelioma.

[10] *See* Trust Distribution Procedures § 5.2(b)(vii) for information on assignment of Other Diseases to Fund A.

ii. Lung Cancer: Requires (1) a diagnosis of a primary lung cancer (*i.e.*, a lung cancer that originates in the lungs and is unrelated to any previous cancer as opposed to a lung cancer that has spread to the lungs from another part of the body), (2) evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease,[11] and (3) supporting medical documentation establishing exposure to Imerys Talc (as defined in the Trust Distribution Procedures) or a product containing Imerys Talc as a contributing factor in causing the lung cancer in question.

iii. Other Disease (Fund B):[12] Requires a diagnosis of a disease that does not meet the criteria for any disease set forth in (i) or (ii) above but on claimant's reasonable belief would be assigned to Fund B.

If none of the above disease categories is indicated for a claimant, the Solicitation Agent shall not count the vote.

Pursuant to Article XII of the Imerys Plan, the Imerys Debtors seek approval of the release provisions set forth on Appendix A. You may opt out of giving this release on behalf of holders of Direct Talc Personal Injury Claims that vote to reject the Imerys Plan or choose not to vote on the Imerys Plan by stating so in the Exhibit.

If the Imerys Plan becomes effective, holders of a Direct Talc Personal Injury Claim are deemed to provide the releases contained in Section 12.2.2 of the Imerys Plan, as set forth in Appendix A, unless you are permitted to opt out on behalf of such holder and you do so. You may opt out of the releases on behalf of a holder by stating so in the Exhibit only if the holder votes to reject the Imerys Plan or does not vote but you submit the Master Ballot stating that such holder is opting out of the releases. If the holder (a) votes to accept the Imerys Plan, (b) does not submit a Ballot, or (c) rejects, or abstains from voting on, the Imerys Plan but does not opt out of the release provisions, the holder will be deemed to have granted the releases in Section 12.2.2 of the Imerys Plan.

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[11] Evidence of "Bilateral Asbestos-Related Nonmalignant Disease," for purposes of meeting the criteria for establishing Lung Cancer, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale or (ii)(x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (*e.g.*, an ILO report, a written radiology report or a pathology report). Solely for Lung Cancer claims filed against the Imerys Debtors or another defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a Qualified Physician, or (ii) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with or compatible with a diagnosis of asbestos-related disease, shall be evidence of a Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Lung Cancer. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, "Asbestos-associated Diseases," Vol. 106, No. 11, App. 3 (October 8, 1982). A "Qualified Physician" is a physician who is board-certified (or in the case of Canadian Claims, a physician who is certified or qualified under comparable medical standards or criteria of Canada) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine or occupational medicine.

[12] *See* Trust Distribution Procedures § 5.2(b)(vii) for information on assignment of Other Diseases to Fund B.

Item 2 of the Master Ballot contains certifications which are required for you to submit a vote on behalf of one or more holders of Direct Talc Personal Injury Claims. Please ensure that you have read and understood the certifications before signing the Master Ballot. If you are unable to make the certification as to the authority to vote on behalf of any holder of a Direct Talc Personal Injury Claim you represent, you may not cast a vote on behalf of such holder and you must notify the Solicitation Agent and provide the Solicitation Agent with your Imerys Direct Solicitation Client List within fifteen (15) Business Days of receiving the Solicitation Package so that the Solicitation Agent can arrange for Solicitation Packages (including Individual Ballots) to be served upon such holders.

Sign the Master Ballot.

Provide your name and mailing and email addresses where indicated.

Contact the Solicitation Agent if you need additional information or copies of any documents contained in the Solicitation Package or if you have any technical questions regarding composition and submission of your Master Ballot and related Exhibit.

Submit the completed, executed Master Ballot and related Exhibit ***so as to be actually received*** by the Solicitation Agent before the Voting Deadline via the Ballot Submission Portal as set forth below (the Ballot Submission Portal is the ONLY acceptable means of submission of Master Ballots and related Exhibit).

12. **To Submit Your Master Ballot and Exhibit Through the Ballot Submission Portal:**

The Solicitation Agent will only accept Master Ballots and related Exhibits, if properly completed and formatted, through the Ballot Submission Portal, unless the party submitting a Master Ballot previously received permission in writing from the Imerys Debtors to submit such Master Ballot via means other than the Ballot Submission Portal. To submit your Master Ballot, including the related client list Exhibit, via the Ballot Submission Portal, visit https://cases.ra.kroll.com/iandctalc, click on the Ballot Submission Portal link located on the left-hand navigation panel of the website landing page and upload your Master Ballot (with the Exhibit).

IMPORTANT NOTE: You will need the following information to submit your electronic Master Ballot and Exhibit via the Ballot Submission Portal:

Unique E-Ballot ID #:_____

The encrypted Ballot data and audit trail created by such electronic submission will become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective. Ballots submitted via the Ballot Submission Portal will be deemed to contain an original signature.

If your Master Ballot is **not received** on or before the Voting Deadline by the Solicitation Agent, and such Voting Deadline is not extended by the Debtors as noted above, the votes included in your Master Ballot will not be counted.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, BELIEVE YOU MAY HAVE RECEIVED AN INCORRECT BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF ANY OF THE DOCUMENTS DESCRIBED IN THESE INSTRUCTIONS, PLEASE CONTACT THE SOLICITATION AGENT AT:

TELEPHONE: (844) 514-9092 (U.S. / CANADA, TOLL-FREE)
OR +1 (646) 777-2352 (INTERNATIONAL, TOLL)
E-MAIL: IANDCTALCINFO@RA.KROLL.COM (WITH "IMERYS TALC SOLICITATION INQUIRY" IN THE SUBJECT LINE)
OR VISIT HTTPS://CASES.RA.KROLL.COM/IANDCTALC

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IMERYS PLAN BALLOT

MASTER BALLOT FOR ACCEPTING OR REJECTING THE SECOND JOINT PLAN OF REORGANIZATION OF IMERYS TALC AMERICA, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4: DIRECT TALC PERSONAL INJURY CLAIMS

PLEASE COMPLETE THE FOLLOWING:

The Solicitation Procedures are included within the Solicitation Package that accompanies these instructions. The Solicitation Procedures contain important information regarding the balloting process. Please read the Solicitation Procedures before submitting this Master Ballot.

Please note **that each holder of a Direct Talc Personal Injury Claim who votes on the Imerys Plan must vote the entire amount of his or her claim to accept or reject the Imerys Plan.** Any holders of Direct Talc Personal Injury Claims who attempt partially to reject and partially to accept the Imerys Plan will not have their vote counted. If this Master Ballot is signed and timely received by the Solicitation Agent but does not designate either acceptance or rejection or designates both acceptance and rejection of the Imerys Plan for any particular claimant, such vote will not be counted either as an acceptance or rejection of the Imerys Plan.

Item 1 – List of Holders of Direct Talc Personal Injury Claims Represented by the Firm.

Please include as an exhibit to this Master Ballot (the "**Exhibit**") an electronic list of each holder of a Direct Talc Personal Injury Claim whom you represent, which list should be in Microsoft Excel format or a comparable application (*provided, however*, that, if you represent twenty (20) or fewer holders of Direct Talc Personal Injury Claims, you may provide the Exhibit in PDF format) and formatted **in substantially the same format as the table attached hereto as Appendix B**. The Exhibit should indicate for each claimant: (a) the last name of the claimant; (b) the first name of the claimant; (c) the last 4 digits of the Social Security Number of the claimant (if the claimant does not have a Social Security Number, check the appropriate box); (d) the date of birth of the claimant; (e) whether the claimant votes to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan; (f) if the claimant votes to REJECT (vote against the Imerys Plan), or abstains from voting on the Imerys Plan, whether the claimant opts out of the releases contained in Section 12.2.2 of the Imerys Plan; (g) the authority (as set forth in paragraphs IV(c)(ii)(A)(1) and (2) of the Solicitation Procedures ("Option (a) Certification" or "Option (b) Certification")) based upon which votes on behalf of the listed clients are being included in the Exhibit and (h) the claimant's disease category. If you have any technical questions or need to arrange for special delivery of your Exhibit, please contact the Solicitation Agent at iandctalcBallots@ra.kroll.com (with "Imerys Master Ballot Inquiry" in the subject line) or at (844) 514-9092 (U.S. / Canada, toll-free) or +1 (646) 777-2352 (International, toll).

Please note the following regarding the releases contained in the Imerys Plan:

(i) Opting out of giving the releases provided in Section 12.2.2 of the Imerys Plan on behalf of any holder of a Direct Talc Personal Injury Claim will not affect the distribution to be received by that holder under the Imerys Plan.

(ii) If a claimant votes to **accept** the Imerys Plan, such claimant will fall under the definition of "Releasing Claim Holder" in the Imerys Plan and will be deemed to provide the releases set forth in Section 12.2.2 of the Imerys Plan. **If a claimant votes to accept the Imerys Plan, such claimant cannot opt out of giving such releases**.

(iii) If a claimant votes to **reject** the Imerys Plan and wishes to opt out of giving the releases provided in Section 12.2.2 of the Imerys Plan, the Opt Out box must be checked for such claimant and this Master Ballot returned to the Solicitation Agent so as to be received by the Voting Deadline.

(iv) If a claimant **does not vote** on the Imerys Plan, but wishes to opt out of giving the releases provided in Section 12.2.2 of the Imerys Plan, the Opt Out box must be checked for such claimant, the other information sought pursuant to this Master Ballot must be provided, and this Master Ballot must be returned to the Solicitation Agent so as to be received by the Voting Deadline.

(v) If the Imerys Plan becomes effective, holders of Direct Talc Personal Injury Claims will be deemed to provide the releases contained in Section 12.2.2 of the Imerys Plan unless they fall under categories (iii) or (iv) above and the Opt Out box has been checked for them.

Item 2 – Certifications, Acknowledgement, Signature, and Date.

By signing this Master Ballot, the undersigned certifies under penalty of perjury that each of the following statements is true and correct:

- I have been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan.

- I am authorized, by agreement or under applicable law, by each of the holders of the Direct Talc Personal Injury Claims listed on the Exhibit to vote his, her, or its Direct Talc Personal Injury Claim to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan and to make the release election as indicated on the Exhibit.

- For each client listed on the Exhibit and for whom the "Option (a) Certification" is indicated in the appropriate box, I or my Firm communicated with each of the Direct Talc Personal Injury Clients listed on the Exhibit and have been authorized, consistent with applicable law, by each such Direct Talc Personal Injury Client (i) to vote each of their Direct Talc Personal Injury Claims to accept or reject the Imerys Plan, as indicated on the Exhibit, and (ii) to make any other responsive election indicated on the Exhibit.

- For each client listed on the Exhibit and for whom the "Option (b) Certification" is indicated in the appropriate box, I or my Firm has the authority under a power of attorney or other mechanism under applicable law to vote to accept or reject the Imerys Plan (in addition to the other responsive elections to be reflected on the Exhibit) on behalf of each such client.

- To the best of my knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, each holder of a Direct Talc Personal Injury Claim listed on the Exhibit who is casting a vote and/or checking the Opt Out box with regard to the Imerys Plan has, on such holder's information and belief, a Direct Talc Personal Injury Claim (as defined in the Imerys Plan), as of the Voting Record Date against the Imerys Debtor.

- To the best of my knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, each Direct Talc Personal Injury Claim listed on the Exhibit has not been released.

- To the best of my knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the disease category attributed to the Direct Talc Personal Injury Claim for each holder is the disease category designated for each holder on the Exhibit.

Print or Type Name of Attorney: _____

Name of Firm: _____

Attorney Signature: _____

Street Address: _____

City, State, and ZIP Code: _____

Telephone Number: _____

E-mail Address of Attorney/Signatory: _____

Date: _____

The entire Exhibit accompanying this Master Ballot must be prepared and submitted with this completed Master Ballot to the Solicitation Agent.

IF THIS MASTER BALLOT IS NOT *ACTUALLY RECEIVED BY* THE SOLICITATION AGENT BY DECEMBER 16, 2024 AT 4:00 P.M. (PREVAILING EASTERN TIME), YOUR VOTE WILL NOT BE COUNTED.

Appendix A

Imerys Plan: Channeling Injunction and Releases by Holders of Claims[1]

[1] Capitalized terms used but not defined in this Appendix A have the meanings given in the Imerys Plan.

RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN PLAN

Pursuant to Article XII of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions. **If you are (a) the holder of a Claim that is Unimpaired or (b) a Plan Proponent and hold an Impaired Claim, you will be presumed to accept the Plan and deemed to grant the Releases by Holders of Claims set forth below and in Article XII of the Plan.** If you fall within (a) above and wish to object to the release, you must file an objection to the Plan.

ARTICLE I:

1. DEFINITIONS

"Released Parties" means each of: (a) the Imerys Protected Parties; (b) the Debtors; (c) the Reorganized Debtors; (d) the Tort Claimants' Committee; (e) the individual members of the Tort Claimants' Committee (in their capacities as such); (f) the FCR; (g) the Information Officer; (h) the Rio Tinto Protected Parties subject to the limitation in Section 10.8.6 of the Plan; (i) the Cyprus Protected Parties; (j) the Reorganized Cyprus Mines Debtor; (k) the Cyprus Tort Claimants' Committee; (l) the individual members of the Cyprus Tort Claimants' Committee (in their capacities as such); (m) the Cyprus FCR; (n) the Zurich Protected Parties; (o) the XL Protected Parties; and (p) to the fullest extent permitted by applicable law, with respect to each of the foregoing Persons in clauses (b), (c), (d), (f), (g), (j), (k), (m), (n), and (o), each such Person's Representatives.

"**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 Person's respective predecessors, successors, and assigns, each in their capacity as such.

ARTICLE XII:

a. 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, demands, 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, 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, or their respective property; (iii) creating, perfecting, or enforcing any Lien or Encumbrance of any kind against the Debtors, the Reorganized Debtors, 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.

b. Releases by Debtors, their Estates, and Certain Protected Parties.

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, the Reorganized 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, the Reorganized Debtors or the 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, the Reorganized Debtors or the 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 (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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing). The Debtors, the Reorganized 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.

In furtherance of the Imerys Settlement, on the Effective Date, 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 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 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 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").

In furtherance of the Cyprus Settlement, 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, the Tort Claimants' Committee and FCR, and any Cyprus Settling Talc Insurance Company (regardless of when it enters into any settlement with the Debtors, the Tort Claimants' Committee, the FCR, or the Talc Personal Injury Trust), each solely on its own behalf, are deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge each and all of the Cyprus 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, the FCR, or any Cyprus Settling Talc Insurance Company have, had, may have, or may claim to have against any of the Cyprus Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim (collectively, the "Cyprus Released Claims").

In furtherance of the XL Settlement, effective upon the Talc Personal Injury Trust's receipt of the XL 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 XL 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 XL Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim or the XL Policies (collectively, the "XL Released Claims"). For the avoidance of doubt, the XL Released Claims shall not include any claims arising out of or relating to coverage under the international insurance policies issued to Imerys S.A. by XL Insurance Company Ltd, including Policy Numbers FR00003071LI11A, FR00003071LI12A, and FR00003071LI13A.

c. 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, 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 and Talc Personal Injury Claims), 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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing), except to the extent that such act or omission of a Released Party is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act. The releases set forth in this Section 12.2.2 of the Plan are in addition to, and not in lieu of, the Acceptance and Release that every claimant must complete, execute and deliver to the Talc Personal Injury Trust as a condition precedent to its receipt of any payment or distribution from the Talc Personal Injury Trust. Notwithstanding anything to the contrary in the Plan, the Plan Documents, or the Confirmation Order, the releases and injunctions set forth in this Section 12.2.2 (and otherwise in this Article XII) shall not constitute a release of nor shall enjoin any claims or defenses that a Settling Talc Insurance Company may have against its reinsurers and/or retrocessionaires in their capacities as such or that any reinsurer or retrocessionaire of a Settling Talc Insurance Company may have against such Settling Talc Insurance Company in its capacity as a reinsured, and nothing in the Plan, the Plan Documents, or the Confirmation Order shall impair or otherwise affect the ability of any Settling Talc Insurance Company (or reinsurer or retrocessionaire) to

assert any such claim or defense in any forum; *provided* that no such claim can be asserted against the Talc Personal Injury Trust unless otherwise provided in the Plan.

d. 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").

e. 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.

f. Channeling Injunction.

Terms. To preserve and promote the settlements contemplated by and provided for in the Plan 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 to the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents, and such holder (regardless of whether such holder is a Releasing Claim 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 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.

Reservations. Notwithstanding anything to the contrary in Section 12.3.1(a) 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.

g. Insurance Entity Injunction.

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.

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; *provided, however*, that to the extent any Talc Insurance Company asserts a claim against J&J, nothing in the Plan shall affect J&J's ability to assert any defense or counterclaim;

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 0 shall not impair in any way any actions brought by the Talc Personal Injury Trust against any Talc Insurance Company; 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 0 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.**

Reservations. Notwithstanding anything to the contrary above, this Insurance Equity 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 Settlement 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 Settlement Agreement.

h. Supplemental Settlement Injunction Order. In order to preserve and promote the (i) Imerys Settlement, (ii) the Rio Tinto/Zurich Settlement, (iii) the Cyprus Settlement, and (iv) the XL 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.

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.

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

iv. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any XL Released Claims directly or indirectly against the

XL Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any XL Released Claims.

Any Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL 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, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party that is enjoined under the Plan as to such Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party and may seek to enforce such injunction in a court of competent jurisdiction.

i. Exculpation. None of (a) the Debtors, (b) the Imerys Protected Parties, (c) the Tort Claimants' Committee, (d) the members of the Tort Claimants' Committee in their capacities as such, (e) the FCR, (f) the Information Officer, and (g) the Representatives of any of the foregoing, and in the case of (b) – (g), solely in their capacities as such and solely with respect to conduct while acting as a fiduciary of the Debtors' Estates, shall have or incur any liability to any Person or Entity for any act or omission taken or to be taken on or after the Petition Date through and including the Effective Date 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 for the purposes of this Section 12.7, 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 shall be considered a Representative of the Debtors. 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.

Appendix B

Master Ballot Exhibit for Class 4 (Talc Personal Injury Claims)

Claimant's Last Name	Claimant's First Name	Claimant's SSN (last 4 digits) (check the box if no SSN issued)	Date of Birth	Vote to ACCEPT (in Favor of) OR Vote to REJECT (Against) the **Imerys Plan**	Opt Out of Giving Releases in the Imerys Plan (Only if Voting to Reject Imerys Plan, or not Voting on the **Imerys Plan**)	Claimant Has a Direct Talc Personal Injury Claim Against the Imerys Debtors That **Has Not** been Released	Type of Authority for Vote(s) (indicate "Option (a) Certification" or "Option (b) Certification")	Disease Category
		☐ Client has not been issued a SSN		☐ ACCEPT ☐ REJECT	☐ Claimant opts out of the Imerys Plan's releases	☐ Claimant's Direct Talc Personal Injury Claim against the Imerys Debtors has not been released	☐ Option (a) Certification ☐ Option (b) Certification	**Class 4a (Fund A Claims)** ☐ Ovarian Cancer ☐ Other Disease that on claimant's reasonable belief would be assigned to Fund A[1] **Class 4b (Fund B Claims)** ☐ Mesothelioma ☐ Lung Cancer ☐ Other Disease that on claimant's reasonable belief would be assigned to Fund B[2]

(Add additional cells as needed)

1 *See* Trust Distribution Procedures § 5.2(b)(vii) for information on assignment of Other Diseases to Fund A.

2 *See id.* for information on assignment of Other Diseases to Fund B.

Exhibit 2-3

Imerys Indirect Ballot

IMERYS PLAN BALLOT

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]

BALLOT FOR ACCEPTING OR REJECTING
THE SECOND JOINT PLAN OF REORGANIZATION
OF IMERYS TALC AMERICA, INC. AND ITS DEBTOR
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4: INDIRECT TALC PERSONAL INJURY CLAIMS

On February 13, 2019, each of ITA, ITV, and ITC (collectively, the "**Imerys Debtors**") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), thereby commencing the Imerys Debtors' chapter 11 cases administered jointly at Case No. 19-10289 (LSS) (the "**Imerys Cases**").[3]

On [●], 2024, the Imerys Debtors, Imerys S.A., the official committee of tort claimants appointed in the Imerys Cases (the "**Imerys Tort Claimants' Committee**"), and the representative for future talc personal injury claimants appointed in the Imerys Cases (the "**Imerys FCR**" and,

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

[2] Imerys Talc Italy S.p.A. ("**ITI**") may file (but has not yet filed) a chapter 11 case. If and when ITI files a chapter 11 case, the Imerys Debtors will seek entry of an order by the Bankruptcy Court jointly administering ITI's chapter 11 case with those of the Imerys Debtors under Case No. 19-10289 (LSS).

[3] The term "Imerys Debtors" refers to ITA, ITV, and ITC (collectively, the "**Imerys North American Debtors**") and, to the extent ITI commences a chapter 11 case, the term Imerys Debtors also refers to ITI.

together with the Imerys Debtors, Imerys S.A., and the Imerys Tort Claimants' Committee, the "**Imerys Plan Proponents**") filed the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Plan**"), which is described in greater detail in that certain disclosure statement with respect to the Imerys Plan [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Disclosure Statement**").[4]

On [●], 2024, the Bankruptcy Court entered an order [Imerys D.I. [●]] (the "**Solicitation Procedures Order**") approving the Imerys Disclosure Statement as containing "adequate information" within the meaning ascribed to such term in section 1125 of the Bankruptcy Code and procedures for soliciting votes to accept or reject the Imerys Plan (the "**Solicitation Procedures**").[5]

The Imerys Plan, Imerys Disclosure Statement, Solicitation Procedures Order, and Solicitation Procedures have been included in the package of materials containing the attached ballot (the "**Ballot**") and can be accessed free-of-charge at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement" below the "Quick Links" header at the left margin of the landing page.

The Imerys Plan provides for the issuance of a "Channeling Injunction" and a "Supplemental Settlement Injunction Order," pursuant to sections 524(g) and 105(a) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the Entities that would be subject to these injunctions, see Section 7.8 of the Imerys Disclosure Statement and Article XII of the Imerys Plan. Certain key elements of the Imerys Plan, including the Channeling Injunction, are also set forth on Appendix A.

The Imerys Plan will be accepted by the holders of Talc Personal Injury Claims for purposes of sections 105(a), 524(g), and 1129 of the Bankruptcy Code if holders of at least two-thirds (2/3) in amount and at least three-quarters (3/4) in number of holders of Talc Personal Injury Claims in each of Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan vote in favor thereof.

If the Imerys Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Imerys Debtors (including those holders who reject the Imerys Plan or

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[4] The Bankruptcy Court has not approved the Imerys Disclosure Statement or the Solicitation Procedures (as defined herein) as to ITI; however, the Solicitation Procedures apply to holders of Talc Personal Injury Claims against both the Imerys North American Debtors and ITI. If at least two-thirds (2/3) in amount and three-quarters (3/4) in number of holders of Talc Personal Injury Claims in Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan vote in favor thereof, ITI may commence a chapter 11 case and would seek entry of an order by the Bankruptcy Court approving the Imerys Disclosure Statement and the Solicitation Procedures as to ITI at or before the Joint Confirmation Hearing. Accordingly, ITI is soliciting holders of Talc Personal Injury Claims for support of the Imerys Plan simultaneously with solicitation by the Imerys North American Debtors of the Imerys Plan, even though ITI has not yet commenced a chapter 11 case.

[5] Capitalized terms used but not defined herein have the meanings given in the Solicitation Procedures or, if not defined therein, in the Imerys Plan.

abstain from voting on the Imerys Plan, and those holders who are not entitled to vote on the Imerys Plan) will be bound by the confirmed Imerys Plan and the transactions contemplated thereby.[6]

No later than December 2, 2024, or such later date as the Bankruptcy Court may approve, the Imerys Debtors will file the Plan Supplement with the Bankruptcy Court.

The Imerys Debtors' Plan Supplement[7] will include (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 and the Talc PI Guaranty; (l) the Talc PI Pledge Agreement; (m) a list of the Talc Insurance Policies; (n) the list of officers and directors of Reorganized ITI; (o) the Share Purchase Agreement; and (p) the initial members of the Ovarian Cancer TAC and the initial members of the Mesothelioma / Lung Cancer TAC.

The Plan Supplement, and any amendments or supplements to the foregoing, will be served only on those parties that have requested notice in the Imerys Cases pursuant to Bankruptcy Rule 2002 and any party in interest who requests in writing a copy from counsel for the Imerys Debtors; *provided* that (i) the initial members of the Ovarian Cancer TAC and the Mesothelioma / Lung Cancer TAC and (ii) any amendments to the identity of the initial Talc Trustees and their compensation, the identity of the initial Delaware Trustee, the initial members of the Ovarian Cancer TAC, and the initial members of the Mesothelioma / Lung Cancer TAC, will be filed and served on all parties receiving Ballots. Once filed, a copy of the Plan Supplement will also be available for review and download on the Solicitation Agent's website free of charge at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement" below the "Quick Links" header at the left margin of the landing page.

The Ballot is to be used by holders of Indirect Talc Personal Injury Claims[8] in Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan only, **who hold such Indirect**

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[6] Following confirmation of the Imerys Plan by the Bankruptcy Court, the Imerys Debtors will seek affirmation of such order by the United States District Court for the District of Delaware (the Imerys Debtors will also seek affirmation by the Ontario Superior Court of Justice (Commercial List) in Ontario, Canada) and, upon such affirmation, the Imerys Plan will become effective; *provided*, *however*, that such condition to effectiveness may be waived at the sole option of the Imerys Plan Proponents.

[7] The Imerys Debtors previously filed versions of their Plan Supplement on February 5, 2021 [Imerys D.I. 2900] and July 16, 2021 [Imerys D.I. 3840].

[8] "**Indirect Talc Personal Injury Claim**" means a Talc Personal Injury Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, 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), insurer, codefendant 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

Talc Personal Injury Claims as of October 28, 2024 (the "Voting Record Date").[9] **Unless such time is extended by the Imerys Debtors (with the consent of the other Imerys Plan Proponents, with such consent not to be unreasonably withheld or delayed) or the Bankruptcy Court, the Ballot must be properly completed, signed, and returned to the Solicitation Agent *so as to be actually received* no later than December 16, 2024 at 4:00 p.m. (Prevailing Eastern Time) (the "Voting Deadline") in order for the votes on the Ballot to count. Unless otherwise provided in the Solicitation Procedures, the Solicitation Agent's dedicated online portal (the "Ballot Submission Portal"), which is accessible at https://cases.ra.kroll.com/iandctalc, is the sole manner in which Ballots will be accepted via electronic or online transmission. Except as provided in the Solicitation Procedures, Ballots submitted by facsimile, e-mail, or other means of electronic transmission will NOT be counted.**

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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 will not include any claim for loss of consortium, loss of companionship, services and society, or wrongful death.

[9] As set forth in Section V(a) of the Solicitation Procedures, "[o]nly holders of Talc Personal Injury Claims in Class 4a (Fund A Claims) and Class 4b (Fund B Claims) as of the Voting Record Date are entitled to vote on the Plans."

DOCUMENTS INCLUDED WITH THE BALLOT

You should have received the following documents with the Ballot (collectively, the "**Solicitation Package**"). **Please note that some of the following documents may be included on a USB flash drive included as part of your Solicitation Package.**

- a cover letter in paper form describing the contents of the Solicitation Package and the enclosed USB flash, and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;
- the Imerys Confirmation Hearing Notice in paper form;
- a USB flash drive containing a copy of the Imerys Disclosure Statement with all exhibits, including the Imerys Plan with its exhibits;
- the Solicitation Procedures Order (without exhibits);
- the Solicitation Procedures;
- a pre-addressed, return envelope for your completed Ballot; and
- a letter in paper form from the Imerys Tort Claimants' Committee urging you to vote to accept the Imerys Plan.

If you have questions about the Ballot, or if you did not receive a copy of the Imerys Plan or any related materials, please contact Kroll Restructuring Administration LLC (the "**Solicitation Agent**"), at iandctalcInfo@ra.kroll.com (with "Imerys Talc Solicitation Inquiry" in the subject line) or (844) 514-9092 (U.S. / Canada, toll-free) or +1 (646) 777-2352 (International, toll). Information may also be obtained at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement" below the "Quick Links" header at the left margin of the landing page**.**

Any admission of Claims for purposes of voting on the Imerys Plan is not an admission of liability on the part of the Imerys Debtors or any other party for payment purposes.

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INSTRUCTIONS FOR COMPLETING THE BALLOT.

The following instructions explain each of the items contained on the Ballot. If you have any questions, please contact the Solicitation Agent at the phone number or e-mail provided above or visit https://cases.ra.kroll.com/iandctalc.

If Submitting Your Vote through the Ballot Submission Portal:

The Solicitation Agent will accept Ballots if properly completed through the Ballot Submission Portal. To submit your customized electronic Ballot via the Ballot Submission Portal, visit https://cases.ra.kroll.com/iandctalc, click on the Ballot Submission Portal link located on the left-hand navigation panel of the landing page and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot**:**

Unique E-Ballot ID#: _____

Except as provided in the Solicitation Procedures, submission of your Ballot via the Solicitation Agent's Ballot Submission Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Except as provided in the Solicitation Procedures, Ballots submitted by facsimile, e-mail, or other means of electronic transmission will not be counted.

Each "Unique E-Ballot ID#" is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Ballot Submission Portal should NOT also submit a paper Ballot.

The encrypted Ballot data and audit trail created by such electronic submission will become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective. Ballots submitted via the Ballot Submission Portal will be deemed to contain an original signature.

If your Ballot is **not actually received** on or before the Voting Deadline by the Solicitation Agent, and such Voting Deadline is not extended by the Imerys Debtors as noted above, your vote will not be counted.

If Submitting Your Vote through Regular Mail, Overnight Courier, or via Hand Delivery:

Submit your completed and signed Ballot by regular mail using the return envelope included in the Solicitation Package (or otherwise), or by hand delivery or overnight courier to:

Imerys Ballot Processing Center
c/o Kroll Restructuring Administration, LLC
850 Third Avenue, Suite 412
Brooklyn, New York 11232

To arrange for hand delivery, please send an email to iandctalcBallots@ra.kroll.com (with "Imerys Ballot Delivery" in the subject line) at least 24 hours before arrival at the address above and provide the anticipated date and time of delivery.

To fill out the Ballot, you must complete the following:

Item 1. Claimant's Name and Address.

Please fill in the name and address information requested. Claimants should include street address, city, state, ZIP Code, telephone number, and their Employer ID Number or Tax ID Number, if they have one.

Claimants with an Employer ID Number or a Tax ID Number MUST provide their Employer ID or Tax ID Number, as applicable, in this box. Claimants that do not have an Employer ID Number or a Tax ID Number MUST check the box provided for this representation in Item 1.

Item 2. Vote on the Imerys Plan.

Vote on the Imerys Plan by checking the box that corresponds to your choice. You may vote to ACCEPT the Imerys Plan (meaning that you vote in favor of the Imerys Plan) or to REJECT the Imerys Plan (meaning that you vote against the Imerys Plan). You must check either the ACCEPT or REJECT box below to have your vote counted. If you check both the ACCEPT and REJECT boxes, your vote will not be counted.

Each holder of an Indirect Talc Personal Injury Claim against the Imerys Debtors will have a single Claim for voting purposes, which Claim **has been temporarily allowed in the amount of $100.00 in the aggregate per claimant for purposes of voting on the Imerys Plan** in accordance with certain tabulation rules set forth in the Solicitation Procedures approved by the Bankruptcy Court. The temporary allowance of Indirect Talc Personal Injury Claims in the amount of $100.00 is solely for voting purposes and does not constitute an allowance of such Claim for purposes of distribution under the Trust Distribution Procedures and is not binding on claimants, the Plan Proponents, or the Talc Personal Injury Trust for any purpose other than voting on the Imerys Plan.

If you believe that your Indirect Talc Personal Injury Claim should be allowed for voting purposes in an amount other than $100.00, you must file a motion with the Bankruptcy Court pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure no later than **November 22, 2024, at 4:00 p.m. (Prevailing Eastern Time)** (twenty-four (24) calendar days before the Voting Deadline) seeking temporary allowance of your Indirect Talc Personal Injury Claim in such

other amount. The Bankruptcy Court will thereafter determine the amount of your Indirect Talc Personal Injury Claim solely for voting purposes in accordance with the procedures described in the Solicitation Procedures and Solicitation Procedures Order.

Item 3. Releases.

Pursuant to Article XII of the Imerys Plan, the Imerys Debtors seek approval of the release provisions set forth on Appendix A. You may opt out of giving this release if you vote to reject the Imerys Plan or choose not to vote on the Imerys Plan, by checking the applicable box in Item 3.

If the Imerys Plan becomes effective, holders of Indirect Talc Personal Injury Claims are deemed to provide the releases contained in Section 12.2.2 of the Imerys Plan, as set forth in Appendix A, unless you are permitted to opt out and you do so. You may opt out of the releases by checking the applicable box in Item 3 only if you vote to reject the Imerys Plan or do not vote but you submit the Ballot with the applicable opt out box checked. If you (a) vote to accept the Imerys Plan, (b) do not submit a Ballot, or (c) reject, or abstain from voting on, the Imerys Plan but do not opt out of the release provisions, you will be deemed to have granted the releases in Section 12.2.2 of the Imerys Plan.

Item 4. Certifications, Acknowledgment, Signature and Date.

Either the claimant, the claimant's personal representative, or the claimant's attorney MUST sign the Ballot. If the Ballot is not signed, the vote shown on the Ballot will NOT be counted.

Claimants with an Employer ID Number or a Tax ID Number MUST provide their Employer ID or Tax ID Numbers, as applicable, in this box. Claimants that do not have an Employer ID Number or a Tax ID Number MUST check the box provided for this representation in Item 1.

The claimant, the claimant's personal representative, or the claimant's attorney, MUST certify certain information on the Ballot. Please read the certifications below and ensure that the information on the Ballot meets the requirements of those certifications.

By signing the Ballot, you make one of the following certifications, as applicable, on information and belief:

- I am the claimant.

    i. I have been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

ii. I am the holder of an Indirect Talc Personal Injury Claim in Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such claim has not been released; and

iii. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan in my capacity as the claimant.

- I am the personal representative of the claimant.

  i. The claimant's personal representative has been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

  ii. The claimant is the holder of an Indirect Talc Personal Injury Claim in Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such claim has not been released; and

  iii. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan on behalf of the claimant.

- I am an attorney for the claimant.

  i. The claimant's attorney has been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

  ii. The claimant is the holder of an Indirect Talc Personal Injury Claim in Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such claim has not been released; and

  iii. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan on behalf of the claimant.

The Ballot does not constitute and will not be deemed a Proof of Claim or Equity Interest, an assertion of a Claim, the allowance of a Claim, or the acceptance or liquidation of any Talc Personal Injury Claim for purposes of any distribution. None of the information set forth in the Ballot shall constitute an admission by the Imerys Debtors as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein or information submitted in or with the Ballot be binding upon the Imerys Debtors or the holder in any subsequent claims resolution process or other proceeding. The Ballot may not be used for any purposes other than to transmit votes on the Imerys Plan and to determine whether Class 4a (Fund A Claims) and Class 4b (Fund

B Claims) claimants who are permitted to opt out from giving the releases contained in the Imerys Plan have done so.

If you cast more than one Ballot voting the same Indirect Talc Personal Injury Claim before the Voting Deadline, the last valid Ballot received by the Solicitation Agent on or before the Voting Deadline will be deemed to reflect your intent and will supersede any prior Ballots.

Holders of Claims must vote the full amount of their Claims to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan. A holder of an Indirect Talc Personal Injury Claim may not split his or her vote on the Imerys Plan. Accordingly, the votes of any holder of an Indirect Talc Personal Injury Claim who purports partially to accept and partially to reject the Imerys Plan will not be counted.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, BELIEVE YOU MAY HAVE RECEIVED AN INCORRECT BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF ANY OF THE DOCUMENTS DESCRIBED IN THESE INSTRUCTIONS, PLEASE CONTACT THE SOLICITATION AGENT AT:

TELEPHONE: (844) 514-9092 (U.S. / CANADA, TOLL-FREE)
OR +1 (646) 777-2352 (INTERNATIONAL, TOLL)
E-MAIL: IANDCTALCINFO@RA.KROLL.COM (WITH "IMERYS TALC SOLICITATION INQUIRY" IN THE SUBJECT LINE)
OR VISIT HTTPS://CASES.RA.KROLL.COM/IANDCTALC

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IMERYS PLAN BALLOT

BALLOT FOR ACCEPTING OR REJECTING
THE SECOND JOINT PLAN OF REORGANIZATION
OF IMERYS TALC AMERICA, INC. AND ITS DEBTOR
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4: INDIRECT TALC PERSONAL INJURY CLAIMS

Please read the instructions that accompany this Ballot before completing. Print clearly.
ITEM 1 – Claimant's Name and Address:
Name
Title
Street Address
City, State, and ZIP Code (U.S.)
Telephone Number
Email Address
Tax ID Number (TIN) or Employer ID Number (EIN) ☐ I do not have a TIN or an EIN.

ITEM 2 – Vote on the Imerys Plan:

The undersigned, as holder of (or representative of a holder of) an Indirect Talc Personal Injury Claim in Class 4a (Fund A Claims) or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date, votes (fill in ONE box per Class only):

Class 4a (Fund A Claims)

☐ to ACCEPT (vote in favor of) the Imerys Plan.

☐ to REJECT (vote against) the Imerys Plan.

Class 4b (Fund B Claims)

☐ to ACCEPT (vote in favor of) the Imerys Plan.

☐ to REJECT (vote against) the Imerys Plan.

Amount of your Claim(s) for voting purposes only: $100.00.

ITEM 3 – Releases:

The undersigned, as holder of (or representative of a holder of) an Indirect Talc Personal Injury Claim in Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date, elects to:

☐ Opt Out of giving the releases contained in Article XII the Imerys Plan.

i. Opting out of giving the releases provided in Article XII of the Imerys Plan will not affect your distribution under the Imerys Plan.

ii. If you vote to **accept** the Imerys Plan, you will fall under the definition of "Releasing Claim Holder" in the Imerys Plan and will be deemed to provide the releases set forth in Article XII of the Imerys Plan. **If you vote to accept the Imerys Plan, you cannot opt out of giving such releases**.

iii. If you vote to **reject** the Imerys Plan and wish to opt out of giving the releases provided in Article XII of the Imerys Plan, you must check the Opt Out box above and return the completed Ballot to the Solicitation Agent so as to be received by the Voting Deadline.

iv. If you **do not vote** on the Imerys Plan but wish to opt out of giving the releases provided in Article XII of the Imerys Plan, you must check the Opt Out box above, and also provide the information sought in Items 1 and 4 of this Ballot and

submit this Ballot to the Solicitation Agent so as to be received by the Voting Deadline.

v. If the Imerys Plan becomes effective, as a holder of an Indirect Talc Personal Injury Claim under the Imerys Plan, you are deemed to provide the releases contained in Article XII of the Imerys Plan, unless you fall under categories (iii) or (iv) above, and you check the Opt Out box.

ITEM 4 – Certifications, Acknowledgment, Signature and Date:

By signing this Ballot, the undersigned certifies, on information and belief, that:

☐ I am the claimant

i. I have been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

ii. I am the holder of an Indirect Talc Personal Injury Claim in Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such claim has not been released; and

iii. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan in my capacity as the claimant.

☐ I am the personal representative of the claimant.

i. The claimant's personal representative has been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

ii. The claimant is the holder of an Indirect Talc Personal Injury Claim in Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such claim has not been released; and

iii. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan on behalf of the claimant.

☐ I am the attorney for the claimant.

i. The claimant's attorney has been provided with a copy of the Imerys Confirmation Hearing Notice, the Imerys Disclosure Statement (with the Imerys Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation

Procedures, and a letter from the Imerys Tort Claimants' Committee urging claimants to vote to ACCEPT (vote in favor of) the Imerys Plan;

ii. The claimant is the holder of an Indirect Talc Personal Injury Claim in Class 4a (Fund A Claims) and/or Class 4b (Fund B Claims) of the Imerys Plan as of the Voting Record Date and such claim has not been released; and

iii. I have full power and authority to vote to ACCEPT (vote in favor of) or to REJECT (vote against) the Imerys Plan on behalf of the claimant.

Signature and Date

Signature of Claimant or Authorized Agent
Date

YOU MUST COMPLETE ITEM 4 IN ORDER FOR YOUR VOTE(S) ON THE IMERYS PLAN TO BE COUNTED.

IF THIS BALLOT IS NOT *ACTUALLY RECEIVED BY* THE SOLICITATION AGENT BY DECEMBER 16, 2024, AT 4:00 P.M. (PREVAILING EASTERN TIME), YOUR VOTE(S) MAY NOT BE COUNTED.

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Appendix A

Release, Injunction, and Exculpation Provisions in the Imerys Plan[1]

[1] Capitalized terms used but not defined in this Appendix A have the meanings given in the Imerys Plan.

RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN PLAN

Pursuant to Article XII of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions. **If you are (a) the holder of a Claim that is Unimpaired or (b) a Plan Proponent and hold an Impaired Claim, you will be presumed to accept the Plan and deemed to grant the Releases by Holders of Claims set forth below and in Article XII of the Plan.** If you fall within (a) above and wish to object to the release, you must file an objection to the Plan.

ARTICLE I:

1. DEFINITIONS

"Released Parties" means each of: (a) the Imerys Protected Parties; (b) the Debtors; (c) the Reorganized Debtors; (d) the Tort Claimants' Committee; (e) the individual members of the Tort Claimants' Committee (in their capacities as such); (f) the FCR; (g) the Information Officer; (h) the Rio Tinto Protected Parties subject to the limitation in Section 10.8.6 of the Plan; (i) the Cyprus Protected Parties; (j) the Reorganized Cyprus Mines Debtor; (k) the Cyprus Tort Claimants' Committee; (l) the individual members of the Cyprus Tort Claimants' Committee (in their capacities as such); (m) the Cyprus FCR; (n) the Zurich Protected Parties; (o) the XL Protected Parties; and (p) to the fullest extent permitted by applicable law, with respect to each of the foregoing Persons in clauses (b), (c), (d), (f), (g), (j), (k), (m), (n), and (o), each such Person's Representatives.

"**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 Person's respective predecessors, successors, and assigns, each in their capacity as such.

ARTICLE XII:

a. 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, demands, 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, 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, or their respective property; (iii) creating, perfecting, or enforcing any Lien or Encumbrance of any kind against the Debtors, the Reorganized Debtors, 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.

b. Releases by Debtors, their Estates, and Certain Protected Parties.

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, the Reorganized 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, the Reorganized Debtors or the 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, the Reorganized Debtors or the 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 (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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing). The Debtors, the Reorganized 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.

In furtherance of the Imerys Settlement, on the Effective Date, 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 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 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 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").

In furtherance of the Cyprus Settlement, 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, the Tort Claimants' Committee and FCR, and any Cyprus Settling Talc Insurance Company (regardless of when it enters into any settlement with the Debtors, the Tort Claimants' Committee, the FCR, or the Talc Personal Injury Trust), each solely on its own behalf, are deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge each and all of the Cyprus 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, the FCR, or any Cyprus Settling Talc Insurance Company have, had, may have, or may claim to have against any of the Cyprus Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim (collectively, the "Cyprus Released Claims").

In furtherance of the XL Settlement, effective upon the Talc Personal Injury Trust's receipt of the XL 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 XL 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 XL Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim or the XL Policies (collectively, the "XL Released Claims"). For the avoidance of doubt, the XL Released Claims shall not include any claims arising out of or relating to coverage under the international insurance policies issued to Imerys S.A. by XL Insurance Company Ltd, including Policy Numbers FR00003071LI11A, FR00003071LI12A, and FR00003071LI13A.

c. 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, 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 and Talc Personal Injury Claims), 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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing), except to the extent that such act or omission of a Released Party is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act. The releases set forth in this Section 12.2.2 of the Plan are in addition to, and not in lieu of, the Acceptance and Release that every claimant must complete, execute and deliver to the Talc Personal Injury Trust as a condition precedent to its receipt of any payment or distribution from the Talc Personal Injury Trust. Notwithstanding anything to the contrary in the Plan, the Plan Documents, or the Confirmation Order, the releases and injunctions set forth in this Section 12.2.2 (and otherwise in this Article XII) shall not constitute a release of nor shall enjoin any claims or defenses that a Settling Talc Insurance Company may have against its reinsurers and/or retrocessionaires in their capacities as such or that any reinsurer or retrocessionaire of a Settling Talc Insurance Company may have against such Settling Talc Insurance Company in its capacity as a reinsured, and nothing in the Plan, the Plan Documents, or the Confirmation Order shall impair or otherwise affect the ability of any Settling Talc Insurance Company (or reinsurer or retrocessionaire) to

assert any such claim or defense in any forum; *provided* that no such claim can be asserted against the Talc Personal Injury Trust unless otherwise provided in the Plan.

d. 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").

e. 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.

f. Channeling Injunction.

Terms. To preserve and promote the settlements contemplated by and provided for in the Plan 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 to the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents, and such holder (regardless of whether such holder is a Releasing Claim 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 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.

Reservations. Notwithstanding anything to the contrary in Section 12.3.1(a) 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.

g. Insurance Entity Injunction.

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.

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; *provided, however*, that to the extent any Talc Insurance Company asserts a claim against J&J, nothing in the Plan shall affect J&J's ability to assert any defense or counterclaim;

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 0 shall not impair in any way any actions brought by the Talc Personal Injury Trust against any Talc Insurance Company; 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 0 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.**

Reservations. Notwithstanding anything to the contrary above, this Insurance Equity 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 Settlement 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 Settlement Agreement.

h. Supplemental Settlement Injunction Order. In order to preserve and promote the (i) Imerys Settlement, (ii) the Rio Tinto/Zurich Settlement, (iii) the Cyprus Settlement, and (iv) the XL 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.

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.

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

iv. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any XL Released Claims directly or indirectly against the

XL Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any XL Released Claims.

Any Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL 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, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party that is enjoined under the Plan as to such Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party and may seek to enforce such injunction in a court of competent jurisdiction.

i. Exculpation. None of (a) the Debtors, (b) the Imerys Protected Parties, (c) the Tort Claimants' Committee, (d) the members of the Tort Claimants' Committee in their capacities as such, (e) the FCR, (f) the Information Officer, and (g) the Representatives of any of the foregoing, and in the case of (b) – (g), solely in their capacities as such and solely with respect to conduct while acting as a fiduciary of the Debtors' Estates, shall have or incur any liability to any Person or Entity for any act or omission taken or to be taken on or after the Petition Date through and including the Effective Date 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 for the purposes of this Section 12.7, 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 shall be considered a Representative of the Debtors. 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.

Exhibit 3-1

Imerys Confirmation Hearing Notice

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]
	:	**Hearing Date: April 22, 23, 24, 2025 at 10:00 a.m. ET** **Obj. Deadline: March 26, 2025 at 4:00 p.m. ET**

NOTICE OF HEARING TO CONSIDER CONFIRMATION OF SECOND JOINT PLAN OF REORGANIZATION OF IMERYS TALC AMERICA, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE THAT on February 13, 2019, each of ITA, ITV, and ITC (collectively, the "**Imerys Debtors**") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), thereby commencing the Imerys Debtors' chapter 11 cases administered jointly at Case No. 19-10289 (LSS) (the "**Imerys Cases**").[3]

PLEASE TAKE FURTHER NOTICE THAT on [●], 2024, the Imerys Debtors filed the:

- *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Imerys D.I. [●]] (together

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

[2] Imerys Talc Italy S.p.A. ("**ITI**") may file (but has not yet filed) a chapter 11 case. If and when ITI files a chapter 11 case, the Imerys Debtors will seek entry of an order by the Bankruptcy Court jointly administering ITI's chapter 11 case with those of the Imerys Debtors under Case No. 19-10289 (LSS).

[3] The term "Imerys Debtors" refers to ITA, ITV, and ITC (collectively, the "**Imerys North American Debtors**") and, to the extent ITI commences a chapter 11 case, the term Imerys Debtors also refers to ITI.

with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Plan**"); and

- *Disclosure Statement for Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Disclosure Statement**").[4]

The Imerys Plan provides a mechanism by which Talc Personal Injury Claims against the Imerys Debtors will be channeled to a single trust established pursuant to sections 524(g) and 105(a) of the Bankruptcy Code.

The Imerys Debtors, Imerys S.A., the official committee of tort claimants appointed in the Imerys Cases (the "**Imerys Tort Claimants' Committee**"), and the representative for future talc personal injury claimants appointed in the Imerys Cases (the "**Imerys FCR**" and, collectively with the Imerys Debtors, Imerys S.A., and the Imerys Tort Claimants' Committee, the "**Imerys Plan Proponents**") are proponents of the Imerys Plan and support confirmation thereof.

PLEASE TAKE FURTHER NOTICE THAT:

1. The Bankruptcy Court has scheduled a hearing for **April 22, 23, 24, 2025, at 10:00 a.m. (Prevailing Eastern Time)** (the "**Confirmation Hearing**") to consider whether to confirm the Imerys Plan.

2. The Confirmation Hearing will be held before The Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the Bankruptcy Court, located at 824 North Market Street, Sixth Floor, Courtroom No. 2, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice or agenda of matters scheduled for a particular hearing that is filed with the Bankruptcy Court. If the Confirmation Hearing is continued, the Imerys Debtors will post the new date and time of the Confirmation Hearing at: https://cases.ra.kroll.com/iandctalc. The Imerys Plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest, unless such notice is required by the Bankruptcy Code, Bankruptcy Rules, or other applicable law.

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[4] The Bankruptcy Court has not approved the Imerys Disclosure Statement or the Solicitation Procedures as to ITI; however, the Solicitation Procedures apply to holders of Talc Personal Injury Claims against both the Imerys North American Debtors and ITI. If at least two-thirds (2/3) in amount and three-quarters (3/4) in number of holders of Talc Personal Injury Claims in each of Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan vote in favor thereof, ITI may commence a chapter 11 case and would seek entry of an order by the Bankruptcy Court approving the Imerys Disclosure Statement and the Solicitation Procedures as to ITI at or before the Confirmation Hearing. Accordingly, ITI is soliciting holders of Talc Personal Injury Claims for support of the Imerys Plan simultaneously with solicitation by the Imerys North American Debtors of the Imerys Plan, even though ITI has not yet commenced a chapter 11 case.

3. On [●], 2024, the Bankruptcy Court entered an order (the "**Solicitation Procedures Order**") approving the Imerys Disclosure Statement as containing "adequate information" within the meaning ascribed to such term in section 1125 of the Bankruptcy Code and procedures for soliciting votes to accept or reject the Imerys Plan (the "**Solicitation Procedures**").[5]

4. Pursuant to the Solicitation Procedures, all Talc Personal Injury Claims in Class 4a and Class 4b of the Imerys Plan, as of the Voting Record Date, will be temporarily allowed in the amounts set forth in the Solicitation Procedures. Holders of Talc Personal Injury Claims against the Imerys Debtors may file a motion (a "**Rule 3018 Motion**") in the Imerys Cases, pursuant to Bankruptcy Rule 3018(a), seeking temporary allowance of their Claim in a different amount for purposes of voting to accept or reject the Imerys Plan. Any such Rule 3018 Motion must be filed in the Imerys Cases and served no later than **November 22, 2024, at 4:00 p.m. (Prevailing Eastern Time)**, which service may be through the CM/ECF system, with courtesy copies by e-mail.

5. The Bankruptcy Court has further established a deadline of **December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time)** (the "**Voting Deadline**") for voting to accept or reject the Imerys Plan. If you are entitled to vote to accept or reject the Imerys Plan, an appropriate ballot and voting instructions have been included in the package of materials containing this notice, or, alternatively, such items may have been sent to your attorney. You must return your Ballot according to the instructions accompanying the Ballot so that it is received by the Imerys Debtors' claims, noticing, and solicitation agent, Kroll Restructuring Administration LLC (the "**Solicitation Agent**"), no later than the Voting Deadline. **If you do not return your Ballot so that it is *actually received* by the Solicitation Agent by the Voting Deadline, your vote(s) may not be counted.** Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote(s). If you have not received a Ballot and believe you are entitled to vote on the Imerys Plan, you may request a Ballot and voting instructions from the Solicitation Agent by e-mail at iandctalcInfo@ra.kroll.com (with "Imerys Talc Solicitation Inquiry" in the subject line) or by calling the solicitation hotline at (844) 514-9092 (U.S./Canada, toll free) or (646) 777-2352 (international, toll) and submit your Ballot as set forth above by the Voting Deadline. All submitted Ballots will be tabulated according to the rules set forth in the Solicitation Procedures as approved in the Solicitation Procedures Order.

6. No later than December 2, 2024, or such later date that the Court may approve, the Imerys Debtors will file the Plan Supplement with the Bankruptcy Court.

7. The Plan Supplement[6] will include (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

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[5] Capitalized terms used but not defined in this notice have the meanings given in the Solicitation Procedures or, if not defined therein, in the Imerys Plan.

[6] The Imerys Debtors previously filed versions of their Plan Supplement on February 5, 2021 [Imerys D.I. 2900] and July 16, 2021 [Imerys D.I. 3840].

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 and the Talc PI Guaranty; (l) the Talc PI Pledge Agreement; (m) a list of the Talc Insurance Policies; (n) the list of officers and directors of Reorganized ITI; (o) the Share Purchase Agreement; and (p) the initial members of the Ovarian Cancer TAC and the initial members of the Mesothelioma / Lung Cancer TAC.

8. The Plan Supplement, and any amendments or supplements thereto, will be served only on those parties that have requested notice in the Imerys Cases pursuant to Bankruptcy Rule 2002 and any party in interest who requests in writing a copy from counsel for the Imerys Debtors; *provided* that (i) the initial members of the Ovarian Cancer TAC and the Mesothelioma / Lung Cancer TAC and (ii) any amendments to the identity of the initial Talc Trustees and their compensation, the identity of the initial Delaware Trustee, the initial members of the Ovarian Cancer TAC, and the initial members of the Mesothelioma / Lung Cancer TAC, will be filed and served on all parties receiving Ballots. Once filed, a copy of the Plan Supplement will also be available for review and download on the Solicitation Agent's website free of charge at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement" below the "Quick Links" header at the left margin of the landing page.

9. If you have received your Ballot and the package of materials containing this Notice from your attorney, your attorney may require you to submit your completed Ballot to him or her by a date specified in a letter from your attorney included in the package of materials. Please return your completed Ballot to your attorney by such date. If you have received your Ballot and package of solicitation materials from your attorney but your attorney has not requested that you return a completed Ballot to your attorney for inclusion on a master ballot, you must return your completed Ballot to the Solicitation Agent by the Voting Deadline for your vote to count.

10. If you would like to object to the Imerys Plan, you may do so by filing your objection no later than **March 26, 2025, at 4:00 p.m. (Prevailing Eastern Time)** (the "**Confirmation Objection Deadline**"). Objections, if any, to confirmation of the Imerys Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Equity Interest of such party; (c) state with particularity the legal and factual basis and nature of any objection to the Imerys Plan; and (d) be filed with the Bankruptcy Court, 824 North Market Street, Third Floor, Wilmington, Delaware 19801, in the Imerys Cases, together with proof of service, **on or before the Confirmation Objection Deadline**, and served upon the parties below (the "**Notice Parties**"), which service may be through the CM/ECF system, with courtesy copies by e-mail:

a. counsel to the Imerys Debtors, (i) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq. (collins@rlf.com), Michael J. Merchant, Esq. (merchant@rlf.com), and Amanda R. Steele, Esq. (steele@rlf.com), and (ii) Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, California 90071-1560, Attn: Jeffrey E. Bjork, Esq. (jeff.bjork@lw.com), Kimberly A. Posin, Esq. (kim.posin@lw.com), Helena G. Tseregounis, Esq. (helena.tseregounis@lw.com), and Shawn P. Hansen, Esq. (shawn.hansen@lw.com);

b. counsel to Imerys S.A., Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, New York 10004, Attn: Christopher Kiplok, Esq. (christopher.kiplok@hugheshubbard.com) and Erin Diers, Esq. (erin.diers@hugheshubbard.com);

c. counsel to the Imerys Tort Claimants' Committee, Robinson & Cole LLP, 1201 North Market Street, Suite 1406, Wilmington, Delaware 19801, Attn: Natalie D. Ramsey, Esq. (nramsey@rc.com), Mark A. Fink, Esq. (mfink@rc.com), and Michael R. Enright, Esq. (menright@rc.com);

d. counsel to the Imerys FCR, Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Robert S. Brady, Esq. (rbrady@ycst.com), Edwin J. Harron, Esq. (eharron@ycst.com), Sharon M. Zieg, Esq. (szieg@ycst.com), and Jared W. Kochenash, Esq. (jkochenash@ycst.com); and

e. the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801, Attention: Linda Richenderfer, Esq. (linda.richenderfer@usdoj .com).

Objections not timely filed and served in such manner may not be considered by the Bankruptcy Court and may be deemed overruled without further notice.

11. The Bankruptcy Court has approved the following dates and deadlines in connection with the solicitation of votes on the Imerys Plan:

Event	Date
Voting Record Date	October 28, 2024
Deadline for Plan Proponents to Identify Topics of Anticipated Expert Testimony	November 5, 2024
Deadline to Mail Solicitation Packages and Related Notices	November 8, 2024, or as soon as reasonably practicable thereafter
Deadline to Serve Written Discovery in Connection with Confirmation	November 11, 2024
Deadline for All Parties Other than Plan Proponents to Identify Topics for Anticipated Affirmative Expert Testimony	November 22, 2024
Deadline to File Rule 3018 Motions	November 22, 2024, at 4:00 p.m. (Prevailing Eastern Time)
Deadline to File Plan Supplement	December 2, 2024

Event	Date
Deadline to Object to Rule 3018 Motions	December 6, 2024
Deadline for Substantial Completion of Document Productions	December 13, 2024 for all parties except (i) the Insurer Group (as defined in Article XIV of the Imerys Disclosure Statement), (ii) Alystock, Witkin, Kreis & Overholtz, PLLC ("**AWKO**"), and (iii) the Imerys Debtors with respect to requests related to the Plan Supplement December 20, 2024, for (i) the Insurer Group, (ii) AWKO, and (iii) the Imerys Debtors with respect to requests related to the Plan Supplement
Voting Deadline	December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time) (unless otherwise extended pursuant to the Solicitation Procedures)
Fact Depositions	December 16, 2024 – January 24, 2025
Deadline to File Voting Certification[7]	January 4, 2025
End of Fact Discovery	January 24, 2025
Affirmative Expert Reports Due	January 31, 2025
Voting Objection Deadline	February 3, 2025
Responsive Expert Reports Due	February 19, 2025
Expert Depositions	February 20 – March 5, 2025
Hearing on Voting Objections	March 4, 2025, at 10:00 a.m. (Prevailing Eastern Time)
End of Expert Discovery	March 5, 2025
Deadline to File Plan Cure and Assumption Notices	March 12, 2025 (fourteen (14) days before Confirmation Objection Deadline)
Deadline for Assumption Objections and/or Cure Amount Objections	The earlier of (i) fourteen (14) days after the service of the Plan Cure and Assumption Notice, and (ii) three (3) Business Days before the Confirmation Hearing

[7] In addition to tabulating the votes from Class 4a and Class 4b to accept or reject the Imerys Plan, the Voting Certification shall also include (a) a list of Class 4a and Class 4b creditors who opted out of the releases contained in the Imerys Plan, (b) a list of Class 4a and Class 4b creditors whose Solicitation Packages were returned as undeliverable, or who were not served with a Solicitation Package pursuant to paragraph 10 of the Solicitation Procedures Order, and (c) a list of Class 4a and Class 4b creditors who were contacted by the Solicitation Agent to cure a defect in their Ballots.

Event	Date
Confirmation Objection Deadline	March 26, 2025, at 4:00 p.m. (Prevailing Eastern Time)
Confirmation Reply Deadline and Deadline to File Form of Confirmation Order	April 15, 2025
Confirmation Hearing	April 22, 23, 24, 2025, at 10:00 a.m. (Prevailing Eastern Time)

12. The Imerys Plan proposes to modify the rights of certain creditors of the Imerys Debtors. The classification of Claims and Equity Interests under the Imerys Plan is described generally 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%

Class	Designation	Treatment	Entitlement to Vote	Estimated Recovery
4a	Talc Personal Injury Claims – Fund A Claims	Impaired	Entitled to Vote	The Initial Payment Percentage for Fund A Claims is estimated in the following range: Fund A (Ovarian Cancer Claims and Other Disease Claims (as applicable)): 0.4% – 1.6%. _____ (a) The Trust Distribution Procedures include provisions that require the Talc Trustees to set the Initial Payment Percentage for each Fund after the Effective Date and permit the Talc Trustees to subsequently modify the Payment Percentage for each Fund separately, all with the consent of the applicable Talc Trust Advisory Committee and Post-Effective Date FCR. (b) The Payment Percentages are subject to the Dual Estate Factor, which will increase recoveries for holders of Talc Personal Injury Claims as provided for in the Trust Distribution Procedures.
4b	Talc Personal Injury Claims – Fund B Claims	Impaired	Entitled to Vote	The Initial Payment Percentage for Fund B Claims is estimated in the following range: Fund B (Mesothelioma Claims, Lung Cancer Claims, and Other Disease Claims (as applicable)): 1.9% – 6.0%. _____ (a) The Trust Distribution Procedures include provisions that require the Talc Trustees to set the Initial Payment Percentage for each Fund after the Effective Date and permit the Talc Trustees to subsequently modify the Payment Percentage for each Fund separately, all with the consent of the applicable Talc Trust Advisory Committee and Post-Effective Date FCR. (b) The Payment Percentages are subject to the Dual Estate Factor, which will increase recoveries for holders of Talc Personal Injury Claims as provided for in the Trust Distribution Procedures.
5a	Non-Debtor Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	*See Treatment in Imerys Plan*

Class	Designation	Treatment	Entitlement to Vote	Estimated Recovery
5b	Debtor Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
6a	Equity Interests in ITA and ITC	Unimpaired	Not Entitled to Vote (Presumed to Accept)	*See Treatment in Imerys Plan*
6b	Equity Interests in ITV	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
6c	Equity Interests in ITI	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%

13. Please be advised that the Imerys Plan contains certain release, injunction, and exculpation provisions, which will become effective if the Imerys Plan is approved and are set forth in Article XII of the Imerys Plan and described in Section 7.8 of the Imerys Disclosure Statement. Such provisions include those set forth in Appendix A.

14. If you would like copies of the Imerys Plan, the Imerys Disclosure Statement, the Solicitation Procedures Order, or other documents related to the Imerys Plan, free of charge, you can obtain those documents by: (a) telephoning the Solicitation Agent at (844) 514-9092 (U.S. / Canada, toll-free) or +1 (646) 777-2352 (International, toll); (b) visiting https://cases.ra.kroll.com/iandctalc; (c) e-mailing your request to iandctalcInfo@ra.kroll.com (with "Imerys Talc Solicitation Inquiry" in the subject line); or (d) writing to the Imerys Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232. The Imerys Disclosure Statement, the Imerys Plan, and the Solicitation Procedures Order are on file with the Clerk of the Bankruptcy Court, Third Floor, 824 Market Street, Wilmington, Delaware 19801, and may be examined by parties in interest by visiting the Office of the Clerk of the Bankruptcy Court during business hours, or viewed on the Bankruptcy Court's website (http://www.deb.uscourts.gov), for a fee, by following the directions for accessing the ECF system on such website.

This notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Imerys Plan or about anything stated herein or if you would like to obtain additional information, please contact the Solicitation Agent at the numbers or addresses specified above. Please note that the Solicitation Agent may not provide legal advice. If you need legal advice, please consult with your attorney.

[*Remainder of page left intentionally blank*]

Dated: [●], 2024

RICHARDS, LAYTON & FINGER, P.A.

/s/

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Appendix A

Release, Injunction, and Exculpation Provisions in the Imerys Plan[1]

[1] Capitalized terms used but not defined in this Appendix A have the meanings given in the Imerys Plan.

RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN PLAN

Pursuant to Article XII of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions. **If you are (a) the holder of a Claim that is Unimpaired or (b) a Plan Proponent and hold an Impaired Claim, you will be presumed to accept the Plan and deemed to grant the Releases by Holders of Claims set forth below and in Article XII of the Plan.** If you fall within (a) above and wish to object to the release, you must file an objection to the Plan.

ARTICLE I:

1. DEFINITIONS

"Released Parties" means each of: (a) the Imerys Protected Parties; (b) the Debtors; (c) the Reorganized Debtors; (d) the Tort Claimants' Committee; (e) the individual members of the Tort Claimants' Committee (in their capacities as such); (f) the FCR; (g) the Information Officer; (h) the Rio Tinto Protected Parties subject to the limitation in Section 10.8.6 of the Plan; (i) the Cyprus Protected Parties; (j) the Reorganized Cyprus Mines Debtor; (k) the Cyprus Tort Claimants' Committee; (l) the individual members of the Cyprus Tort Claimants' Committee (in their capacities as such); (m) the Cyprus FCR; (n) the Zurich Protected Parties; (o) the XL Protected Parties; and (p) to the fullest extent permitted by applicable law, with respect to each of the foregoing Persons in clauses (b), (c), (d), (f), (g), (j), (k), (m), (n), and (o), each such Person's Representatives.

"**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 Person's respective predecessors, successors, and assigns, each in their capacity as such.

ARTICLE XII:

a. 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, demands, 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, 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, or their respective property; (iii) creating, perfecting, or enforcing any Lien or Encumbrance of any kind against the Debtors, the Reorganized Debtors, 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.

b. Releases by Debtors, their Estates, and Certain Protected Parties.

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, the Reorganized 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, the Reorganized Debtors or the 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, the Reorganized Debtors or the 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 (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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing). The Debtors, the Reorganized 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.

In furtherance of the Imerys Settlement, on the Effective Date, 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 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 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 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").

In furtherance of the Cyprus Settlement, 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, the Tort Claimants' Committee and FCR, and any Cyprus Settling Talc Insurance Company (regardless of when it enters into any settlement with the Debtors, the Tort Claimants' Committee, the FCR, or the Talc Personal Injury Trust), each solely on its own behalf, are deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge each and all of the Cyprus 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, the FCR, or any Cyprus Settling Talc Insurance Company have, had, may have, or may claim to have against any of the Cyprus Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim (collectively, the "Cyprus Released Claims").

In furtherance of the XL Settlement, effective upon the Talc Personal Injury Trust's receipt of the XL 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 XL 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 XL Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim or the XL Policies (collectively, the "XL Released Claims"). For the avoidance of doubt, the XL Released Claims shall not include any claims arising out of or relating to coverage under the international insurance policies issued to Imerys S.A. by XL Insurance Company Ltd, including Policy Numbers FR00003071LI11A, FR00003071LI12A, and FR00003071LI13A.

c. 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, 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 and Talc Personal Injury Claims), 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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing), except to the extent that such act or omission of a Released Party is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act. The releases set forth in this Section 12.2.2 of the Plan are in addition to, and not in lieu of, the Acceptance and Release that every claimant must complete, execute and deliver to the Talc Personal Injury Trust as a condition precedent to its receipt of any payment or distribution from the Talc Personal Injury Trust. Notwithstanding anything to the contrary in the Plan, the Plan Documents, or the Confirmation Order, the releases and injunctions set forth in this Section 12.2.2 (and otherwise in this Article XII) shall not constitute a release of nor shall enjoin any claims or defenses that a Settling Talc Insurance Company may have against its reinsurers and/or retrocessionaires in their capacities as such or that any reinsurer or retrocessionaire of a Settling Talc Insurance Company may have against such Settling Talc Insurance Company in its capacity as a reinsured, and nothing in the Plan, the Plan Documents, or the Confirmation Order shall impair or otherwise affect the ability of any Settling Talc Insurance Company (or reinsurer or retrocessionaire) to

assert any such claim or defense in any forum; *provided* that no such claim can be asserted against the Talc Personal Injury Trust unless otherwise provided in the Plan.

d. 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").

e. 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.

f. Channeling Injunction.

Terms. To preserve and promote the settlements contemplated by and provided for in the Plan 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 to the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents, and such holder (regardless of whether such holder is a Releasing Claim 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 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.

Reservations. Notwithstanding anything to the contrary in Section 12.3.1(a) 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.

g. Insurance Entity Injunction.

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.

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; *provided, however*, that to the extent any Talc Insurance Company asserts a claim against J&J, nothing in the Plan shall affect J&J's ability to assert any defense or counterclaim;

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 0 shall not impair in any way any actions brought by the Talc Personal Injury Trust against any Talc Insurance Company; 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 0 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.**

Reservations. Notwithstanding anything to the contrary above, this Insurance Equity 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 Settlement 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 Settlement Agreement.

h. Supplemental Settlement Injunction Order. In order to preserve and promote the (i) Imerys Settlement, (ii) the Rio Tinto/Zurich Settlement, (iii) the Cyprus Settlement, and (iv) the XL 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.

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.

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

iv. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any XL Released Claims directly or indirectly against the

XL Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any XL Released Claims.

Any Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL 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, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party that is enjoined under the Plan as to such Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party and may seek to enforce such injunction in a court of competent jurisdiction.

i. Exculpation. None of (a) the Debtors, (b) the Imerys Protected Parties, (c) the Tort Claimants' Committee, (d) the members of the Tort Claimants' Committee in their capacities as such, (e) the FCR, (f) the Information Officer, and (g) the Representatives of any of the foregoing, and in the case of (b) – (g), solely in their capacities as such and solely with respect to conduct while acting as a fiduciary of the Debtors' Estates, shall have or incur any liability to any Person or Entity for any act or omission taken or to be taken on or after the Petition Date through and including the Effective Date 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 for the purposes of this Section 12.7, 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 shall be considered a Representative of the Debtors. 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.

Exhibit 3-2

Publication Notice

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]
In re:	:	Chapter 11
CYPRUS MINES CORPORATION,[3]	:	Case No. 21-10398 (LSS)
Debtor.	:	**Hearing Date: April 22, 23, 24, 2025 at 10:00 a.m. ET** **Obj. Deadline: March 26, 2025 at 4:00 p.m. ET**

NOTICE OF (I) DEADLINE FOR VOTING TO ACCEPT OR REJECT (A) SECOND JOINT PLAN OF REORGANIZATION OF IMERYS TALC AMERICA, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE AND (B) FIRST AMENDED PLAN OF REORGANIZATION OF CYPRUS MINES CORPORATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, (II) HEARING TO CONSIDER CONFIRMATION OF PROPOSED PLANS, AND (III) RELATED MATTERS

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

[2] Imerys Talc Italy S.p.A. ("**ITI**") may file (but has not yet filed) a chapter 11 case. If and when ITI files a chapter 11 case, the Imerys Debtors will seek entry of an order by the Bankruptcy Court jointly administering ITI's chapter 11 case with those of the Imerys Debtors under Case No. 19-10289 (LSS).

[3] The last four digits of the Cyprus Debtor's taxpayer identification number are 0890. The Cyprus Debtor's address is 333 North Central Avenue, Phoenix, Arizona 85004.

PLEASE TAKE NOTICE THAT on February 13, 2019, each of ITA, ITV, and ITC (collectively, the "**Imerys Debtors**")[4] filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), thereby commencing the Imerys Debtors' chapter 11 cases administered jointly at Case No. 19-10289 (LSS) (the "**Imerys Cases**").

PLEASE TAKE FURTHER NOTICE THAT on February 11, 2021, Cyprus Mines Corporation (the "**Cyprus Debtor**" and, collectively with the Imerys Debtors, the "**Debtors**") filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, thereby commencing the Cyprus Debtor's chapter 11 case administered at Case No. 21-10398 (LSS) (the "**Cyprus Case**" and, collectively with the Imerys Cases, the "**Chapter 11 Cases**").[5]

PLEASE TAKE FURTHER NOTICE THAT on [●], 2024, the Imerys Debtors filed the:

- *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Plan**"); and

- *Disclosure Statement for Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Disclosure Statement**").

PLEASE TAKE FURTHER NOTICE THAT on [●], 2024, the Cyprus Debtor filed the:

- *First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code* [Cyprus D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Cyprus Plan**" and, together with the Imerys Plan, the "**Plans**"); and

- *Disclosure Statement for First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code* [Cyprus D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Cyprus Disclosure Statement**" and, together with the Imerys Disclosure Statement, the "**Disclosure Statements**").

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[4] The term "Imerys Debtors" refers to ITA, ITV, and ITC and, to the extent ITI commences a chapter 11 case, the term Imerys Debtors also refers to ITI. Unless otherwise noted, citations and references to documents filed in the Imerys Cases are to filings made in the lead Imerys Case and adhere to the following format: Imerys D.I. [#].

[5] Citations and references to documents filed in the Cyprus Case adhere to the following format: Cyprus D.I. [#].

PLEASE TAKE FURTHER NOTICE THAT:

1. The Bankruptcy Court has scheduled a hearing for **April 22, 23, 24, 2025, at 10:00 a.m. (Prevailing Eastern Time)** (the "**Confirmation Hearing**") to consider whether to confirm the Plans. The Confirmation Hearing will be held before The Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the Bankruptcy Court, located at 824 North Market Street, Sixth Floor, Courtroom No. 2, Wilmington, Delaware 19801.

2. On [●], 2024, the Bankruptcy Court entered orders [Imerys D.I. [●]; Cyprus D.I. [●]] (each, a "**Solicitation Procedures Order**") approving each Disclosure Statement and procedures for soliciting votes to accept or reject the Plans (the "**Combined Solicitation Procedures**").[6] The Combined Solicitation Procedures are attached to each Solicitation Procedures Order as Exhibit 1.[7]

3. Pursuant to each Solicitation Procedures Order, the Bankruptcy Court approved certain procedures for soliciting votes to accept or reject the Plans. Only holders of Claims in Class 4a (Fund A Claims) and Class 4b (Fund B Claims) under each of the Imerys Plan and the Cyprus Plan, as of the Voting Record Date, are entitled to receive a ballot (a "**Ballot**") for casting a vote on the Imerys Plan and/or the Cyprus Plan, as applicable. Holders of Claims and Equity Interests in all other Classes are deemed to accept the applicable Plan because they are unimpaired by such Plan or have consented to their treatment under such Plan. For a vote to accept or reject a Plan to be counted, a Ballot must be completed and returned in accordance with the instructions provided on the Ballot so that it is actually received by the Solicitation Agent by **December 16, 2024, at 4:00 p.m. (Prevailing Eastern Time)** (the "**Voting Deadline**"). If you have not received a Ballot and are entitled to vote on the Imerys Plan and/or the Cyprus Plan, you may request a Ballot and voting instructions from the Solicitation Agent by e-mail at iandctalcInfo@ra.kroll.com[8] or by calling (844) 514-9092 (U.S. / Canada, toll-free) or +1 (646) 777-2352 (International, toll), and submit your Ballot as set forth above so that it is received by the Voting Deadline.

4. Pursuant to the Combined Solicitation Procedures, all Talc Personal Injury Claims in Class 4a and Class 4b of the Plans will be temporarily allowed in the amounts set forth in the Combined Solicitation Procedures. Holders of Talc Personal Injury Claims against the Imerys Debtors and/or the Cyprus Debtor may file a motion (a "**Rule 3018 Motion**") in the applicable Chapter 11 Case, pursuant to Bankruptcy Rule 3018(a), seeking temporary allowance of their Claim in a different amount for purposes of voting to accept or reject the Imerys Plan and/or the Cyprus Plan, as applicable. Any such Rule 3018 Motion must be filed in the applicable Chapter

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[6] The Bankruptcy Court has not approved the Imerys Disclosure Statement or the Combined Solicitation Procedures as to ITI. However, if at least two-thirds (2/3) in amount and three-quarters (3/4) in number of holders of Talc Personal Injury Claims in each of Class 4a (Fund A Claims) and Class 4b (Class B Claims) of the Imerys Plan vote in favor thereof, ITI may commence a chapter 11 case and would seek to have the Solicitation Procedures Order made applicable to it at or before the Confirmation Hearing.

[7] Capitalized terms used but not defined in this notice have the meanings given in the Combined Solicitation Procedures or, if not defined therein, in the Imerys Plan or the Cyprus Plan, as the context requires.

[8] If you are inquiring about the Imerys Plan, include "Imerys Ballot Request" in the subject line of your email. If you are inquiring about the Cyprus Plan, include "Cyprus Ballot Request" in the subject line of your email.

11 Case and served no later than **November 22, 2024, at 4:00 p.m. (Prevailing Eastern Time)**, which service may be through the CM/ECF system, with courtesy copies by e-mail.

5. **The Imerys Plan proposes certain releases and injunctions in furtherance of the Imerys Plan. The Imerys Plan proposes a channeling injunction that permanently channels all Talc Personal Injury Claims against the Imerys Debtors and the Imerys Protected Parties to a trust established pursuant to sections 105 and 524(g) of the Bankruptcy Code. In addition, the Imerys Plan proposes an injunction that permanently enjoins the pursuit of any claim against or interest in the Imerys Debtors, the Reorganized Imerys Debtors, the Talc Personal Injury Trust, or any of their respective property to the extent that such claim or interest has been discharged, released, waived, settled, or deemed satisfied in accordance with the Imerys Plan (other than the enforcement of any right pursuant to the Imerys Plan). For the specific terms and conditions of all the releases and injunctions provided for in the Imerys Plan, and the precise scope of the Claims and Demands to be channeled, please refer to the specific terms of the Imerys Plan, which can be obtained as described below.**

6. **The Cyprus Plan proposes certain releases and injunctions in furtherance of the Cyprus Plan. The Cyprus Plan proposes a channeling injunction that permanently channels all Talc Personal Injury Claims against the Cyprus Debtor and the Cyprus Protected Parties to a trust established pursuant to sections 105 and 524(g) of the Bankruptcy Code. In addition, the Cyprus Plan proposes an injunction that permanently enjoins the pursuit of any claim against or interest in the Cyprus Debtor, the Reorganized Cyprus Debtor, the Talc Personal Injury Trust, or any of their respective property to the extent that such claim or interest has been discharged, released, waived, settled, or deemed satisfied in accordance with the Cyprus Plan (other than the enforcement of any right pursuant to the Cyprus Plan). For the specific terms and conditions of all the releases and injunctions provided for in the Cyprus Plan, and the precise scope of the Claims and Demands to be channeled, please refer to the specific terms of the Cyprus Plan, which can be obtained as described below.**

7. The Plans propose establishing a trust to resolve all Talc Personal Injury Claims against the Debtors. Persons and entities with Talc Personal Injury Claims will be forever barred from asserting their Claims against the Debtors and the other Protected Parties specified in the Plans. If the Plans are approved by the Bankruptcy Court, all current and future holders of Talc Personal Injury Claims against the Debtors can request and receive money only from the Talc Personal Injury Trust. You should read the applicable Plan(s) and Disclosure Statement(s) carefully for details about how the applicable Plan(s), if approved, will affect your rights.

8. The Bankruptcy Court has issued the Solicitation Procedures Orders describing how to vote on the Plans, and the Disclosure Statements contain information that will help you decide how to vote. Your legal rights will be affected if the Plans are approved.

9. Under the Combined Solicitation Procedures approved by the Bankruptcy Court, lawyers for holders of Direct Talc Personal Injury Claims may vote on the Imerys Plan and/or Cyprus Plan, as applicable, on behalf of their clients, if authorized by the client. If you are unsure whether your lawyer is authorized to vote on your behalf, please contact your lawyer.

10. If you would like to object to the Imerys Plan and/or the Cyprus Plan, you may do so by filing your objection no later than **March 26, 2025, at 4:00 p.m. (Prevailing Eastern Time)** (the "**Confirmation Objection Deadline**"). Objections, if any, to confirmation of the Imerys Plan and/or the Cyprus Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Equity Interest of such party; (c) state with particularity the legal and factual basis and nature of any objection to the Imerys Plan and/or the Cyprus Plan; and (d) be filed with the Bankruptcy Court, 824 North Market Street, Third Floor, Wilmington, Delaware 19801, in the applicable Chapter 11 Case(s), together with proof of service, **on or before the Confirmation Objection Deadline**, and served upon the requisite notice parties, which service may be through the CM/ECF system, with courtesy copies by e-mail. Parties may obtain the contact information for the notice parties by contacting the Solicitation Agent as set forth below.

Objections not timely filed and served in such manner may not be considered by the Bankruptcy Court and may be deemed overruled without further notice.

HOW TO OBTAIN COPIES OF THE PLANS AND DISCLOSURE STATEMENTS

If you would like copies of the Plans, the Disclosure Statements, the Solicitation Procedures Orders, or other documents related to the Plans, free of charge, you can obtain those documents by: (a) telephoning the Solicitation Agent at (844) 514-9092 (U.S. / Canada, toll-free) or +1 (646) 777-2352 (International, toll); (b) visiting https://cases.ra.kroll.com/iandctalc; (c) e-mailing your request to iandctalcInfo@ra.kroll.com;[9] or (d) writing to the Imerys Ballot Processing Center or Cyprus Ballot Processing Center, as applicable, in both cases c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232. The Disclosure Statements, the Plans, and the Solicitation Procedures Orders are on file with the Clerk of the Bankruptcy Court, Third Floor, 824 Market Street, Wilmington, Delaware 19801, and may be examined by parties in interest by visiting the Office of the Clerk of the Bankruptcy Court during business hours, or viewed on the Bankruptcy Court's website (http://www.deb.uscourts.gov), for a fee, by following the directions for accessing the ECF system on such website.

This notice is being published for informational purposes only. If you have questions with respect to your rights under the Imerys Plan or the Cyprus Plan, or about anything stated herein or if you would like to obtain additional information, please contact the Solicitation Agent at the number or address specified above. Please note that the Solicitation Agent may not provide legal advice. If you need legal advice, please consult with your attorney.

[9] If you are inquiring about the Imerys Debtors' solicitation documents, include "Imerys Solicitation Inquiry" in the subject line of your email. If you are inquiring about the Cyprus Debtor's solicitation documents, include "Cyprus Solicitation Inquiry" in the subject line of your email.

Dated: [●], 2024

RICHARDS, LAYTON & FINGER, P.A.

/s/
Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
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Exhibit 3-3

Imerys Notice of Non-Voting Status

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]
	:	**Hearing Date: April 22, 23, 24, 2025 at 10 a.m. ET** **Obj. Deadline: March 26, 2025 at 4:00 p.m. ET**

NOTICE OF NON-VOTING STATUS

TO: ALL HOLDERS OF UNCLASSIFIED CLAIMS AND CLAIMS OR EQUITY INTERESTS IN CLASSES 1, 2, 3a, 3b, 5a, 5b, 6a, 6b, AND 6c OF THE IMERYS PLAN

IMPORTANT NOTICE REGARDING IMERYS RELEASES

HOLDERS OF UNCLASSIFIED CLAIMS AND CLAIMS AND EQUITY INTERESTS IN CLASSES 1, 2, 3a, 3b, 5a, 5b, 6a, 6b, AND 6c OF THE IMERYS PLAN

YOU ARE PRESUMED TO ACCEPT THE IMERYS PLAN AND ARE CONCLUSIVELY PRESUMED TO GRANT THE "RELEASES BY HOLDERS OF CLAIMS" (SET FORTH BELOW AND IN ARTICLE XII OF THE IMERYS PLAN) AND ARE NOT ENTITLED TO OPT OUT OF SUCH RELEASES. IF YOU OBJECT TO THE GRANT OF SUCH RELEASES, YOU MAY FILE AN OBJECTION TO THE IMERYS PLAN.

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

[2] Imerys Talc Italy S.p.A. ("**ITI**") may file (but has not yet filed) a chapter 11 case. If and when ITI files a chapter 11 case, the Imerys Debtors will seek entry of an order by the Bankruptcy Court jointly administering ITI's chapter 11 case with those of the Imerys Debtors under Case No. 19-10289 (LSS).

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF IMERYS DISCLOSURE STATEMENT

On February 13, 2019, each of ITA, ITV, and ITC (collectively, the "**Imerys Debtors**") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), thereby commencing the Imerys Debtors' chapter 11 cases administered jointly at Case No. 19-10289 (LSS) (the "**Imerys Cases**").[3]

On [●], 2024, the Imerys Debtors filed the (a) *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Plan**") and (b) *Disclosure Statement for Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Imerys D.I. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time the "**Imerys Disclosure Statement**").[4]

On [●], 2024, the Bankruptcy Court entered an order (the "**Solicitation Procedures Order**") approving the Imerys Disclosure Statement as containing "adequate information" within the meaning ascribed to such term in section 1125 of the Bankruptcy Code[5] and procedures for soliciting votes to accept or reject the Imerys Plan (the "**Solicitation Procedures**").

No later than December 2, 2024, or such later date that the Court may approve, the Imerys Debtors will file the Plan Supplement with the Bankruptcy Court.

The Plan Supplement[6] will include (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

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[3] The term "Imerys Debtors" refers to ITA, ITV, and ITC (collectively, the "**Imerys North American Debtors**") and, to the extent ITI commences a chapter 11 case, the term Imerys Debtors also refers to ITI.

[4] The Bankruptcy Court has not approved the Imerys Disclosure Statement or the Solicitation Procedures as to ITI. However, if at least two-thirds (2/3) in amount and three-quarters (3/4) in number of holders of Talc Personal Injury Claims in each of Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan vote in favor thereof, ITI may commence a chapter 11 case and would seek to have the Solicitation Procedures Order made applicable to it at or before the Confirmation Hearing. Accordingly, ITI is soliciting holders of Talc Personal Injury Claims for support of the Imerys Plan simultaneously with solicitation by the Imerys North American Debtors of the Imerys Plan, even though ITI has not yet commenced a chapter 11 case.

[5] Capitalized terms used but not defined in this notice have the meanings given in the Solicitation Procedures or, if not defined therein, in the Imerys Plan.

[6] The Imerys Debtors previously filed versions of their Plan Supplement on February 5, 2021 [Imerys D.I. 2900] and July 16, 2021 [Imerys D.I. 3840].

Agreement; (i) the Amended Charter Documents; (j) the list of officers and directors of the Reorganized North American Debtors; (k) the Talc PI Note and the Talc PI Guaranty; (l) the Talc PI Pledge Agreement; (m) a list of the Talc Insurance Policies; (n) the list of officers and directors of Reorganized ITI; (o) the Share Purchase Agreement; and (p) the initial members of the Ovarian Cancer TAC and the initial members of the Mesothelioma / Lung Cancer TAC.

The Plan Supplement, and any amendments or supplements to the foregoing, will be served only on those parties that have requested notice in the Imerys Cases pursuant to Bankruptcy Rule 2002 and any party in interest who requests in writing a copy from counsel for the Imerys Debtors; *provided* that (i) the initial members of the Ovarian Cancer TAC and the Mesothelioma / Lung Cancer TAC and (ii) any amendments to the identity of the initial Talc Trustees and their compensation, the identity of the initial Delaware Trustee, the initial members of the Ovarian Cancer TAC, and the initial members of the Mesothelioma / Lung Cancer TAC, will be filed and served on all parties receiving Ballots. Once filed, a copy of the Plan Supplement will also be available for review and download on the Solicitation Agent's website free of charge at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement" below the "Quick Links" header at the left margin of the landing page.

ENTITLEMENT TO VOTE ON IMERYS PLAN

You are receiving this notice because, according to the applicable Imerys Debtor's books and records, you are the holder of: (i) a Claim or Equity Interest in Class 1 (Priority Non-Tax Claims), Class 2 (Secured Claims), Class 3a (Unsecured Claims against the North American Debtors), Class 3b (Unsecured Claims against ITI), Class 5a (Non-Debtor Intercompany Claims), Class 5b (Debtor Intercompany Claims), Class 6a (Equity Interests in ITA and ITC), Class 6b (Equity Interests in ITV), or Class 6c (Equity Interests in ITI) of the Imerys Plan (collectively, the "**Imerys Non-Voting Classes**"); and/or (ii) an Administrative Claim, Priority Tax Claim, or a Fee Claim against one or more of the Imerys Debtors, which are unclassified under the Imerys Plan (collectively, the "**Unclassified Claims**").

Pursuant to the terms of the Imerys Plan, holders of Claims or Equity Interests in the Imerys Non-Voting Classes are Unimpaired and therefore, pursuant to Section 1126(f) of the Bankruptcy Code, are presumed to have accepted the Imerys Plan.

Also, in accordance with the terms of the Imerys Plan, holders of Claims and Equity Interests in the Non-Voting Classes and holders of Unclassified Claims are not entitled to vote on the Imerys Plan and are deemed to grant the "Releases by Holders of Claims" set forth herein and in Article XII of the Imerys Plan.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE IMERYS PLAN

The hearing to consider whether to confirm the Imerys Plan is scheduled to commence on **April 22, 23, 24, 2025, at 10:00 a.m. (Prevailing Eastern Time)** (the "**Confirmation Hearing**") in the Bankruptcy Court before The Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the Bankruptcy Court, located at 824 North Market Street, Sixth Floor, Courtroom No. 2, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time without further notice other than as indicated in any notice of agenda for matters scheduled for a

particular hearing that is filed with the Bankruptcy Court. If the Confirmation Hearing is continued, the Imerys Debtors will post the new date and time of the Confirmation Hearing at: https://cases.ra.kroll.com/iandctalc. The Imerys Plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest, unless such notice is required by Bankruptcy Code, Bankruptcy Rules, or other applicable law.

Notwithstanding the fact that you are not entitled to vote to accept or reject the Imerys Plan, you nevertheless may be a party in interest in one or more of the Imerys Cases and you may be entitled to participate in such Chapter 11 Case, including by filing objections to confirmation of the Imerys Plan. If you would like to object to the Imerys Plan, you may do so by filing your objection no later than **March 26, 2025, at 4:00 p.m. (Prevailing Eastern Time)** (the "**Confirmation Objection Deadline**"). Objections, if any, to confirmation of the Imerys Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Equity Interest of such party; (c) state with particularity the legal and factual basis and nature of any objection to the Imerys Plan; and (d) be filed with the Bankruptcy Court, 824 North Market Street, Third Floor, Wilmington, Delaware 19801, in the Imerys Cases, together with proof of service, **before the Confirmation Objection Deadline** and served upon the parties below (the "**Notice Parties**"), which service may be through the CM/ECF system, with courtesy copies by e-mail:

a. counsel to the Imerys Debtors, (i) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq. (collins@rlf.com), Michael J. Merchant, Esq. (merchant@rlf.com), and Amanda R. Steele, Esq. (steele@rlf.com), and (ii) Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, California 90071-1560, Attn: Jeffrey E. Bjork, Esq. (jeff.bjork@lw.com), Kimberly A. Posin, Esq. (kim.posin@lw.com), Helena G. Tseregounis, Esq. (helena.tseregounis@lw.com), and Shawn P. Hansen, Esq. (shawn.hansen@lw.com);

b. counsel to Imerys S.A., Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, New York 10004, Attn: Christopher Kiplok, Esq. (christopher.kiplok@hugheshubbard.com) and Erin Diers, Esq. (erin.diers@hugheshubbard.com);

c. counsel to the Imerys Tort Claimants' Committee, Robinson & Cole LLP, 1201 North Market Street, Suite 1406, Wilmington, Delaware 19801, Attn: Natalie D. Ramsey, Esq. (nramsey@rc.com), Mark A. Fink, Esq. (mfink@rc.com), and Michael R. Enright, Esq. (menright@rc.com);

d. counsel to the Imerys FCR, Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Robert S. Brady, Esq. (rbrady@ycst.com), Edwin J. Harron, Esq. (eharron@ycst.com), Sharon M. Zieg, Esq. (szieg@ycst.com), and Jared W. Kochenash, Esq. (jkochenash@ycst.com); and

e. the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801, Attention: Linda Richenderfer, Esq. (linda.richenderfer@usdoj .com).

Objections not timely filed and served in such manner may not be considered by the Bankruptcy Court and may be deemed overruled without further notice.

SUMMARY OF IMERYS PLAN TREATMENT OF CLAIMS AND EQUITY INTERESTS

The Imerys Plan proposes to modify the rights of certain creditors and equity holders of the Imerys Debtors. The classification of Claims and Equity Interests under the Imerys Plan is described generally 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%

Class	Designation	Treatment	Entitlement to Vote	Estimated Recovery
4a	Talc Personal Injury Claims – Fund A Claims	Impaired	Entitled to Vote	The Initial Payment Percentage for Fund A Claims is estimated in the following range: Fund A (Ovarian Cancer Claims and Other Disease Claims (as applicable)): 0.4% – 1.6%. _____ (a) The Trust Distribution Procedures include provisions that require the Talc Trustees to set the Initial Payment Percentage for each Fund after the Effective Date and permit the Talc Trustees to subsequently modify the Payment Percentage for each Fund separately, all with the consent of the applicable Talc Trust Advisory Committee and Post-Effective Date FCR. (b) The Payment Percentages are subject to the Dual Estate Factor, which will increase recoveries for holders of Talc Personal Injury Claims as provided for in the Trust Distribution Procedures.
4b	Talc Personal Injury Claims – Fund B Claims	Impaired	Entitled to Vote	The Initial Payment Percentage for Fund B Claims is estimated in the following range: Fund B (Mesothelioma Claims, Lung Cancer Claims, and Other Disease Claims (as applicable)): 1.9% – 6.0%. _____ (a) The Trust Distribution Procedures include provisions that require the Talc Trustees to set the Initial Payment Percentage for each Fund after the Effective Date and permit the Talc Trustees to subsequently modify the Payment Percentage for each Fund separately, all with the consent of the applicable Talc Trust Advisory Committee and Post-Effective Date FCR. (b) The Payment Percentages are subject to the Dual Estate Factor, which will increase recoveries for holders of Talc Personal Injury Claims as provided for in the Trust Distribution Procedures.
5a	Non-Debtor Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	*See Treatment in Imerys Plan*

Class	Designation	Treatment	Entitlement to Vote	Estimated Recovery
5b	Debtor Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
6a	Equity Interests in ITA and ITC	Unimpaired	Not Entitled to Vote (Presumed to Accept)	*See Treatment in Imerys Plan*
6b	Equity Interests in ITV	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
6c	Equity Interests in ITI	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE IMERYS PLAN

Pursuant to Article XII of the Imerys Plan, the Imerys Debtors seek approval of the release, injunction, and exculpation provisions set forth in Appendix A. **If you are the holder of an Imerys Claim that is Unimpaired, you will be presumed to accept the Imerys Plan and deemed to grant the Releases by Holders of Claims set forth in Appendix A and in Article XII of the Imerys Plan.** If you fall within the aforementioned group and wish to object to the releases, you must file an objection to the Imerys Plan.

HOW TO OBTAIN COPIES OF IMERYS PLAN AND IMERYS DISCLOSURE STATEMENT

If you would like copies of the Imerys Plan, the Imerys Disclosure Statement, the Solicitation Procedures Order, or other documents related to the Imerys Plan, free of charge, you can obtain those documents by: (a) telephoning the Solicitation Agent at (844) 514-9092 (U.S. / Canada, toll-free) or +1 (646) 777-2352 (International, toll); (b) visiting https://cases.ra.kroll.com/iandctalc; (c) e-mailing your request to iandctalcInfo@ra.kroll.com (with "Imerys Solicitation Inquiry" in the subject line); or (d) writing to the Imerys Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232. The Imerys Disclosure Statement, the Imerys Plan, and the Solicitation Procedures Order are on file with the Clerk of the Bankruptcy Court, Third Floor, 824 Market Street, Wilmington, Delaware 19801, and may be examined by parties in interest by visiting the Office of the Clerk of the Bankruptcy Court during business hours, or viewed on the Bankruptcy Court's website (http://www.deb.uscourts.gov), for a fee, by following the directions for accessing the ECF system on such website.

This notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Imerys Plan or about anything stated herein or if you would like to obtain additional information, please contact the Solicitation Agent at the number or address specified above. Please note that the Solicitation Agent may not provide legal advice. If you need legal advice, please consult with your attorney.

Dated: [●], 2024

RICHARDS, LAYTON & FINGER, P.A.

/s/

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Michael J. Merchant (No. 3854)
Amanda R. Steele (No. 5530)
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Appendix A

Release, Injunction, and Exculpation Provisions in the Imerys Plan[1]

[1] Capitalized terms used but not defined in this Appendix A have the meanings given in the Imerys Plan.

RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN PLAN

Pursuant to Article XII of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions. **If you are (a) the holder of a Claim that is Unimpaired or (b) a Plan Proponent and hold an Impaired Claim, you will be presumed to accept the Plan and deemed to grant the Releases by Holders of Claims set forth below and in Article XII of the Plan.** If you fall within (a) above and wish to object to the release, you must file an objection to the Plan.

ARTICLE I:

1. DEFINITIONS

"Released Parties" means each of: (a) the Imerys Protected Parties; (b) the Debtors; (c) the Reorganized Debtors; (d) the Tort Claimants' Committee; (e) the individual members of the Tort Claimants' Committee (in their capacities as such); (f) the FCR; (g) the Information Officer; (h) the Rio Tinto Protected Parties subject to the limitation in Section 10.8.6 of the Plan; (i) the Cyprus Protected Parties; (j) the Reorganized Cyprus Mines Debtor; (k) the Cyprus Tort Claimants' Committee; (l) the individual members of the Cyprus Tort Claimants' Committee (in their capacities as such); (m) the Cyprus FCR; (n) the Zurich Protected Parties; (o) the XL Protected Parties; and (p) to the fullest extent permitted by applicable law, with respect to each of the foregoing Persons in clauses (b), (c), (d), (f), (g), (j), (k), (m), (n), and (o), each such Person's Representatives.

"**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 Person's respective predecessors, successors, and assigns, each in their capacity as such.

ARTICLE XII:

a. 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, demands, 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, 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, or their respective property; (iii) creating, perfecting, or enforcing any Lien or Encumbrance of any kind against the Debtors, the Reorganized Debtors, 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.

b. Releases by Debtors, their Estates, and Certain Protected Parties.

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, the Reorganized 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, the Reorganized Debtors or the 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, the Reorganized Debtors or the 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 (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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing). The Debtors, the Reorganized 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.

In furtherance of the Imerys Settlement, on the Effective Date, 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 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 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 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").

In furtherance of the Cyprus Settlement, 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, the Tort Claimants' Committee and FCR, and any Cyprus Settling Talc Insurance Company (regardless of when it enters into any settlement with the Debtors, the Tort Claimants' Committee, the FCR, or the Talc Personal Injury Trust), each solely on its own behalf, are deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge each and all of the Cyprus 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, the FCR, or any Cyprus Settling Talc Insurance Company have, had, may have, or may claim to have against any of the Cyprus Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim (collectively, the "Cyprus Released Claims").

In furtherance of the XL Settlement, effective upon the Talc Personal Injury Trust's receipt of the XL 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 XL 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 XL Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim or the XL Policies (collectively, the "XL Released Claims"). For the avoidance of doubt, the XL Released Claims shall not include any claims arising out of or relating to coverage under the international insurance policies issued to Imerys S.A. by XL Insurance Company Ltd, including Policy Numbers FR00003071LI11A, FR00003071LI12A, and FR00003071LI13A.

c. 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, 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 and Talc Personal Injury Claims), 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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing), except to the extent that such act or omission of a Released Party is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act. The releases set forth in this Section 12.2.2 of the Plan are in addition to, and not in lieu of, the Acceptance and Release that every claimant must complete, execute and deliver to the Talc Personal Injury Trust as a condition precedent to its receipt of any payment or distribution from the Talc Personal Injury Trust. Notwithstanding anything to the contrary in the Plan, the Plan Documents, or the Confirmation Order, the releases and injunctions set forth in this Section 12.2.2 (and otherwise in this Article XII) shall not constitute a release of nor shall enjoin any claims or defenses that a Settling Talc Insurance Company may have against its reinsurers and/or retrocessionaires in their capacities as such or that any reinsurer or retrocessionaire of a Settling Talc Insurance Company may have against such Settling Talc Insurance Company in its capacity as a reinsured, and nothing in the Plan, the Plan Documents, or the Confirmation Order shall impair or otherwise affect the ability of any Settling Talc Insurance Company (or reinsurer or retrocessionaire) to

assert any such claim or defense in any forum; *provided* that no such claim can be asserted against the Talc Personal Injury Trust unless otherwise provided in the Plan.

d. 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").

e. 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.

f. Channeling Injunction.

Terms. To preserve and promote the settlements contemplated by and provided for in the Plan 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 to the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents, and such holder (regardless of whether such holder is a Releasing Claim 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 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.

Reservations. Notwithstanding anything to the contrary in Section 12.3.1(a) 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.

g. Insurance Entity Injunction.

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.

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; *provided, however*, that to the extent any Talc Insurance Company asserts a claim against J&J, nothing in the Plan shall affect J&J's ability to assert any defense or counterclaim;

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 0 shall not impair in any way any actions brought by the Talc Personal Injury Trust against any Talc Insurance Company; 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 0 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.**

Reservations. Notwithstanding anything to the contrary above, this Insurance Equity 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 Settlement 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 Settlement Agreement.

h. Supplemental Settlement Injunction Order. In order to preserve and promote the (i) Imerys Settlement, (ii) the Rio Tinto/Zurich Settlement, (iii) the Cyprus Settlement, and (iv) the XL 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.

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.

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

iv. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any XL Released Claims directly or indirectly against the

XL Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any XL Released Claims.

Any Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL 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, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party that is enjoined under the Plan as to such Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party and may seek to enforce such injunction in a court of competent jurisdiction.

i. Exculpation. None of (a) the Debtors, (b) the Imerys Protected Parties, (c) the Tort Claimants' Committee, (d) the members of the Tort Claimants' Committee in their capacities as such, (e) the FCR, (f) the Information Officer, and (g) the Representatives of any of the foregoing, and in the case of (b) – (g), solely in their capacities as such and solely with respect to conduct while acting as a fiduciary of the Debtors' Estates, shall have or incur any liability to any Person or Entity for any act or omission taken or to be taken on or after the Petition Date through and including the Effective Date 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 for the purposes of this Section 12.7, 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 shall be considered a Representative of the Debtors. 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.

Exhibit 3-4

Imerys Contract/Lease Notice

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]
	:	**Hearing Date: April 22, 23, 24, 2025 at 10:00 a.m. ET** **Obj. Deadline: March 26, 2025 at 4:00 p.m. ET**

NOTICE TO CONTRACT AND LEASE COUNTERPARTIES

PLEASE TAKE NOTICE THAT on February 13, 2019, each of ITA, ITV, and ITC (collectively, the "**Imerys Debtors**") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), thereby commencing the Imerys Debtors' chapter 11 cases administered jointly at Case No. 19-10289 (LSS) (the "**Imerys Cases**").[3]

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you or one of your affiliates is a counterparty to an Executory Contract or Unexpired Lease with one or more of ITA, ITV, and ITC (collectively, the "**Imerys North American Debtors**") and/or ITI. Please read carefully the following notices regarding the Imerys Debtors' proposed assumption or rejection of Executory Contracts and Unexpired Leases and related information regarding the Imerys Disclosure Statement and Imerys Plan (each as defined below).

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

[2] Imerys Talc Italy S.p.A. ("**ITI**") may file (but has not yet filed) a chapter 11 case. If and when ITI files a chapter 11 case, the Debtors will seek entry of an order by the Bankruptcy Court (as defined below) jointly administering ITI's chapter 11 case with those of the Debtors under Case No. 19-10289 (LSS).

[3] The term "Imerys Debtors" refers to ITA, ITV, and ITC (collectively, the "**Imerys North American Debtors**") and, to the extent ITI commences a chapter 11 case, the term Imerys Debtors also refers to ITI.

APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

PLEASE TAKE NOTICE THAT on [●], 2024, the Imerys Debtors filed the:

- *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Plan**");[4] and

- *Disclosure Statement for Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Imerys Disclosure Statement**").

PLEASE TAKE FURTHER NOTICE THAT on [●], 2024, the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") entered an order [Docket No. [●]] (the "**Solicitation Procedures Order**") approving, among other things, the Imerys Disclosure Statement and procedures for soliciting votes to accept or reject the Imerys Plan (the "**Solicitation Procedures**") as to the Imerys North American Debtors only. The Bankruptcy Court has not approved the Imerys Disclosure Statement or the Solicitation Procedures as to ITI. However, if the requisite number of Imerys Plan acceptances are received from holders of Claims in Class 4a (Fund A Claims) and Class 4b (Fund B Claims) of the Imerys Plan, ITI may commence a chapter 11 case and would seek to have the Solicitation Procedures Order made applicable to it.

PLEASE TAKE FURTHER NOTICE THAT the Bankruptcy Court has scheduled a hearing to commence on **April 22, 2025, at 10:00 a.m. (Prevailing Eastern Time)** (the "**Confirmation Hearing**") to consider confirmation of the Imerys Plan. The Confirmation Hearing will be held before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the Bankruptcy Court, located at 824 North Market Street, Sixth Floor, Courtroom No. 2, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time without further notice other than as indicated in any notice or agenda of matters scheduled for a particular hearing that is filed with the Bankruptcy Court. If the Confirmation Hearing is continued, the Imerys Debtors will post the new date and time of the Confirmation Hearing at https://cases.ra.kroll.com/iandctalc. The Imerys Plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest, unless such notice is required by the Bankruptcy Code, Bankruptcy Rules, or other applicable law.

ENTITLEMENT TO VOTE ON IMERYS PLAN

PLEASE TAKE NOTICE THAT in accordance with the terms of the Imerys Plan and the Bankruptcy Code, Administrative Claims, Priority Tax Claims, and Fee Claims (collectively, the "**Unclassified Claims**") are unclassified and are not entitled to vote on the Imerys Plan. In

[4] Capitalized terms used but not defined in this notice have the meanings given in the Solicitation Procedures or, if not defined therein, in the Imerys Plan.

addition, holders of Claims and Equity Interests in Classes 1, 2, 3a, 3b, 5a, 5b, 6a, 6b, and 6c under the Imerys Plan (collectively, the "**Non-Voting Classes**") are presumed to accept the Imerys Plan and are not entitled to vote to accept or reject the Imerys Plan. Allowed Claims, if any, arising in respect of the rejection of any Executory Contracts or Unexpired Leases will be placed in Class 3a (Unsecured Claims against the North American Debtors), Class 3b (Unsecured Claims against ITI), or Class 5a (Non-Debtor Intercompany Claims), as applicable, which Classes are presumed to accept the Imerys Plan, and are, accordingly, not entitled to vote on the Imerys Plan.

PLEASE TAKE FURTHER NOTICE THAT, in accordance with the terms of the Imerys Plan, holders of Claims in Classes 3a, 3b, and 5a are deemed to grant the "Releases by Holders of Claims" set forth herein and in Article XII of the Imerys Plan.

OBJECTIONS TO CONFIRMATION OF IMERYS PLAN

PLEASE TAKE NOTICE THAT notwithstanding that you are not entitled to vote on the Imerys Plan, you nevertheless may be a party in interest in the Imerys Cases and you may be entitled to participate in the Imerys Cases, including by filing objections to confirmation of the Imerys Plan. The deadline for filing objections to the Imerys Plan is **March 26, 2025, at 4:00 p.m. (Prevailing Eastern Time)** (the "**Confirmation Objection Deadline**"). Objections, if any, to confirmation of the Imerys Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Equity Interest of such party; (c) state with particularity the legal and factual basis and nature of any objection to the Imerys Plan; and (d) be filed with the Bankruptcy Court, 824 North Market Street, Third Floor, Wilmington, Delaware 19801 together with proof of service **on or before the Confirmation Objection Deadline**, and served upon the parties below (the "**Notice Parties**"), which service may be through the CM/ECF system, with courtesy copies by e-mail:

a. counsel to the Imerys Debtors, (i) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq. (collins@rlf.com), Michael J. Merchant, Esq. (merchant@rlf.com), and Amanda R. Steele, Esq. (steele@rlf.com), and (ii) Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, California 90071-1560, Attn: Jeffrey E. Bjork, Esq. (jeff.bjork@lw.com), Kimberly A. Posin, Esq. (kim.posin@lw.com), Helena G. Tseregounis, Esq. (helena.tseregounis@lw.com), and Shawn P. Hansen, Esq. (shawn.hansen@lw.com);

b. counsel to Imerys S.A., Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, New York 10004, Attn: Christopher Kiplok, Esq. (christopher.kiplok@hugheshubbard.com) and Erin Diers, Esq. (erin.diers@hugheshubbard.com);

c. counsel to the Imerys Tort Claimants' Committee, Robinson & Cole LLP, 1201 North Market Street, Suite 1406, Wilmington, Delaware 19801, Attn: Natalie D. Ramsey, Esq. (nramsey@rc.com), Mark A. Fink, Esq. (mfink@rc.com), and Michael R. Enright, Esq. (menright@rc.com);

d. counsel to the Imerys FCR, Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Robert S. Brady, Esq. (rbrady@ycst.com), Edwin J. Harron, Esq. (eharron@ycst.com), Sharon M. Zieg, Esq. (szieg@ycst.com), and Jared W. Kochenash, Esq. (jkochenash@ycst.com); and

e. the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801, Attn: Linda Richenderfer, Esq. (linda.richenderfer@usdoj.com).

Objections not timely filed and served in such manner may not be considered by the Bankruptcy Court and may be deemed overruled without further notice.

ASSUMPTION AND REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

PLEASE TAKE NOTICE that to facilitate their reorganization under the Imerys Plan, the Imerys Debtors will seek Bankruptcy Court approval of the assumption of certain of their Executory Contracts and Unexpired Leases (collectively, the "**Assumed Contracts**").

PLEASE TAKE FURTHER NOTICE that on July 28, 2020, August 28, 2020, October 28, 2020, January 15, 2021, January 22, 2021, January 29, 2021, and April 30, 2021, in connection with the Bid Procedures Order and the Sale Order, the Imerys North American Debtors served on each applicable Imerys North American Counterparty (as defined below) a notice [Docket Nos. 2040, 2142, 2437, 2793, 2826, 2874 & 3501] (each a "**Sale Cure Notice**") of: (a) the potential assumption and assignment of such party's Executory Contract or Unexpired Lease to the buyer of the Imerys North American Debtors' assets; (b) the Imerys North American Proposed Cure Cost (as defined below) associated with such potential assumption and assignment; and (c) the deadline to object to the Imerys North American Proposed Cure Cost. Recipients had until that date that was 14 days after service of the applicable Sale Cure Notice to object to the Imerys North American Proposed Cure Cost set forth therein. Recipients that failed to timely object are deemed to have consented to such Imerys North American Proposed Cure Cost.

PLEASE TAKE FURTHER NOTICE that on or before October 13, 2021, the Imerys Debtors served on each applicable Imerys North American Counterparty and ITI Counterparty (as defined below) a notice (each a "**Prior Plan Cure and Assumption Notice**") of: (a) the potential assumption and assignment of such party's Executory Contract or Unexpired Lease pursuant to the Imerys Plan; (b) the applicable Imerys North American Proposed Cure Cost (if not previously included on a Sale Cure Notice) or ITI Proposed Cure Cost (as defined below) associated with such potential assumption and assignment; and (c) the deadline to object to the applicable Imerys North American Proposed Cure Cost (if not previously included on a Sale Cure Notice) or ITI Proposed Cure Cost or to the assumption and assignment of such Executory Contract or Unexpired Lease. Recipients had until February 15, 2021 or such later date as identified in the applicable Prior Plan Cure and Assumption Notice to object to the Imerys North American Proposed Cure Cost (if not previously included on a Sale Cure Notice) or ITI Proposed Cure Cost set forth therein or the assumption and assignment of such party's Executory Contract or Unexpired Lease. Imerys

North American Counterparty recipients that failed to timely object are deemed to have consented to such Imerys North American Proposed Cure Cost and the assumption and assignment of such Executory Contract or Unexpired Lease. ITI Counterparty recipients are not, regardless of whether they filed a timely objection, deemed to have consented to such ITI Proposed Cure Cost and the assumption and assignment of such Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE that the Assumed Contracts that the Imerys North American Debtors may, but are not required to, seek to assume in connection with the Plan are identified on Exhibit A attached hereto (the "**Potential Imerys North American Assumed Contracts**") with the corresponding cure amount (each, a "**Imerys North American Proposed Cure Cost**"), if any, that the Imerys North American Debtors believe is required to be paid to the applicable counterparty (each, an "**Imerys North American Counterparty**") to each of the Potential Imerys North American Assumed Contracts under sections 365(b)(1)(A) and (B) of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that the Assumed Contracts that ITI may, but is not required to, seek to assume in connection with the Imerys Plan are identified on Exhibit B attached hereto (the "**Potential ITI Assumed Contracts**" and, together with the Potential Imerys North American Assumed Contracts, the "**Potential Assumed Contracts**") with the corresponding cure amount (each, an "**ITI Proposed Cure Cost**" and, together with the Imerys North American Proposed Cure Costs, the "**Proposed Cure Costs**"), if any that ITI believes is required to be paid to the applicable counterparty (each, an "**ITI Counterparty**" and, together with the Imerys North American Counterparties, the "**Counterparties**") to each of the Potential ITI Assumed Contracts under sections 365(b)(1)(A) and (B) of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that:

a. if you are a Counterparty to a Potential Imerys North American Assumed Contract that was included on a Sale Cure Notice, you have already been notified that any objection you had to the Imerys North American Proposed Cure Cost set forth therein had to be filed by the date that was fourteen (14) days after service of the applicable Sale Cure Notice by the Imerys Debtors;

b. if you are a Counterparty to a Potential Imerys North American Assumed Contract that was included on a Prior Plan Cure and Assumption Notice, you have already been notified that any objection you had to the Imerys North American Proposed Cure Cost set forth therein or the assumption and assignment of such Executory Contract or Unexpired Lease had to be filed by February 15, 2021 or such later date as identified in such Prior Plan Cure and Assumption Notice;

c. if you are a Counterparty to (i) a Potential Imerys North American Assumed Contract not covered by the above or (ii) a Potential ITI Assumed Contract, you will have until [●] to object to the Proposed Cure Cost or the assumption and assignment of such Executory Contract or Unexpired Lease, including any objection as to adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code; and

d. any Potential Assumed Contract that is later added to any supplemental or revised list of Potential Assumed Contracts and/or has its Proposed Cure Cost modified by the Imerys Debtors will have until the date that is fourteen (14) days after the Imerys Debtors serve such Counterparty with notice of such supplement or revised list to object to assumption of its Executory Contract or Unexpired Lease pursuant to the Imerys Plan, including any objection as to adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code, and, if the Proposed Cure Cost has been modified, exclusively to the Proposed Cure Cost.

All objections set forth in subsections (a) through (d) above (each, a "**Contract Objection**") must be filed and served on the Notice Parties, so as to be actually received by the applicable objection deadline, which service may be through the CM/ECF system, with courtesy copies by e-mail.

PLEASE TAKE FURTHER NOTICE that any unresolved Contract Objections will 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.

If no Contract Objection is timely received with respect to an Assumed Contract, absent order of the Bankruptcy Court to the contrary: (a) the Counterparty to such Assumed Contract will be deemed to have consented to the assumption by the Imerys Debtors of the Assumed Contract, and be forever barred from asserting any objection with regard to such assumption (including, without limitation, with respect to adequate assurance of future performance); (b) any and all defaults under the Assumed Contract and any and all pecuniary losses related thereto will be deemed cured and compensated pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Proposed Cure Cost for such Assumed Contract, as may be amended; and (c) the Proposed Cure Cost for such Assumed Contract, as may be amended, will be controlling, notwithstanding anything to the contrary in such Assumed Contract, or any other related document, and the Counterparty will be deemed to have consented to the Proposed Cure Cost and will be forever barred from asserting any other claims related to such Assumed Contract against the Imerys Debtors and their estates or the reorganized Imerys Debtors that existed before the entry of the order resolving the Contract Objection.

PLEASE TAKE FURTHER NOTICE that, except as otherwise provided in the Imerys Plan, (a) all Executory Contracts and Unexpired Leases of the Imerys North American Debtors that are not assumed by one of the Imerys North American Debtors or identified as an Executory Contract or Unexpired Lease to be assumed by one of the Imerys North American Debtors as of the Effective Date of the Imerys Plan (the "**Imerys North American Rejected Contracts**") and (b) all Executory Contracts and Unexpired Leases of ITI, in the event ITI becomes an Imerys Debtor, identified as an Executory Contract or Unexpired Lease to be rejected by ITI (together with the Imerys North American Rejected Contracts, the "**Rejected Contracts**"), will be deemed rejected as of the Effective Date of the Imerys Plan. Absent an order of the Bankruptcy Court to the contrary, if the rejection of a Rejected Contract results in damages to the Counterparty thereto, a Claim for damages will be forever barred and will not be enforceable unless a Proof of Claim is filed and served on the Imerys Debtors by the Counterparty by the earlier of (i) 30 days after

service of notice of the Effective Date of the Imerys Plan, and (ii) 30 days after service of notice of entry of a Final Order rejecting such Rejected Contract pursuant to a motion filed by any Imerys Debtor (the "**Claim Deadline**"), which notice, in each case, will set forth such deadline.

PLEASE TAKE FURTHER NOTICE that (a) the Imerys 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 Imerys North American Debtors at any time before the date that is sixteen (16) days before the Confirmation Hearing, and (b) ITI reserves the right to alter, amend, modify, or supplement the list of Executory Contracts and Unexpired Leases to be rejected by ITI and the list of Executory Contracts and Unexpired Leases to be assumed by ITI at any time before the date that is sixteen (16) days before the Confirmation Hearing in order to take into account Executory Contracts and Unexpired Leases to be assumed or rejected in advance of the Confirmation Hearing. Any Counterparty to an Executory Contract or Unexpired Lease affected by such alteration, amendment, modification, or supplement will have fourteen (14) days after service of the same to file any objection or other response.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND EQUITY INTERESTS

The Imerys Plan proposes to modify the rights of certain creditors and equity holders of the Imerys Debtors. The classification of Claims and Equity Interests under the Imerys Plan is described generally 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%

Class	Designation	Treatment	Entitlement to Vote	Estimated Recovery
4a	Talc Personal Injury Claims – Fund A Claims	Impaired	Entitled to Vote	The Initial Payment Percentage for Fund A Claims is estimated in the following range: Fund A (Ovarian Cancer Claims and Other Disease Claims (as applicable)): 0.4% – 1.6%. _____ (a) The Trust Distribution Procedures include provisions that require the Talc Trustees to set the Initial Payment Percentage for each Fund after the Effective Date and permit the Talc Trustees to subsequently modify the Payment Percentage for each Fund separately, all with the consent of the applicable Talc Trust Advisory Committee and Post-Effective Date FCR. (b) The Payment Percentages are subject to the Dual Estate Factor, which will increase recoveries for holders of Talc Personal Injury Claims as provided for in the Trust Distribution Procedures.
4b	Talc Personal Injury Claims – Fund B Claims	Impaired	Entitled to Vote	The Initial Payment Percentage for Fund B Claims is estimated in the following range: Fund B (Mesothelioma Claims, Lung Cancer Claims, and Other Disease Claims (as applicable)): 1.9% – 6.0%. _____ (a) The Trust Distribution Procedures include provisions that require the Talc Trustees to set the Initial Payment Percentage for each Fund after the Effective Date and permit the Talc Trustees to subsequently modify the Payment Percentage for each Fund separately, all with the consent of the applicable Talc Trust Advisory Committee and Post-Effective Date FCR. (b) The Payment Percentages are subject to the Dual Estate Factor, which will increase recoveries for holders of Talc Personal Injury Claims as provided for in the Trust Distribution Procedures.
5a	Non-Debtor Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	*See Treatment in Imerys Plan*

Class	Designation	Treatment	Entitlement to Vote	Estimated Recovery
5b	Debtor Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
6a	Equity Interests in ITA and ITC	Unimpaired	Not Entitled to Vote (Presumed to Accept)	*See Treatment in Imerys Plan*
6b	Equity Interests in ITV	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
6c	Equity Interests in ITI	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%

HOW TO OBTAIN COPIES OF IMERYS PLAN AND IMERYS DISCLOSURE STATEMENT

If you would like copies of the Imerys Plan, the Imerys Disclosure Statement, or the Solicitation Procedures Order, or other documents related to the Imerys Plan, free of charge, you can obtain those documents by: (a) telephoning the Solicitation Agent at (844) 514-9092 (U.S. / Canada, toll-free) or +1 (646) 777-2352 (International, toll); (b) visiting https://cases.ra.kroll.com/iandctalc; (c) e-mailing your request to iandctalcInfo@ra.kroll.com (with "Imerys Solicitation Inquiry" in the subject line); or (d) writing to the Imerys Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232. The Imerys Disclosure Statement, the Imerys Plan, and the Solicitation Procedures Order are on file with the Clerk of the Bankruptcy Court, Third Floor, 824 Market Street, Wilmington, Delaware 19801, and may be examined by parties in interest by visiting the Office of the Clerk of the Bankruptcy Court during business hours, or viewed on the Bankruptcy Court's website (http://www.deb.uscourts.gov), for a fee, by following the directions for accessing the ECF system on such website.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

Pursuant to Article XII of the Imerys Plan, the Imerys Debtors are seeking approval of certain release, injunction, and exculpation provisions, which are set forth in Exhibit C. **If you are the holder of an Imerys Claim that is Unimpaired, you will be presumed to accept the Imerys Plan and deemed to grant the Releases by Holders of Claims set forth in Exhibit C and in Article XII of the Imerys Plan.** If you wish to object to the releases, you must file an objection to the Imerys Plan.

This notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Imerys Plan or about anything stated herein or if you would like to obtain additional information, please contact the Solicitation Agent at the number or address specified above. Please note that the Solicitation Agent may not provide legal advice. If you need legal advice, please consult with your attorney.

Dated: [●], 2024

RICHARDS, LAYTON & FINGER, P.A.

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Exhibit A

Potential Imerys North American Assumed Contracts

Exhibit B

Potential ITI Assumed Contracts

Exhibit C

Release, Injunction, and Exculpation Provisions in the Imerys Plan[1]

[1] Capitalized terms used but not defined in this Exhibit C have the meanings given in the Imerys Plan.

RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN PLAN

Pursuant to Article XII of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions. **If you are (a) the holder of a Claim that is Unimpaired or (b) a Plan Proponent and hold an Impaired Claim, you will be presumed to accept the Plan and deemed to grant the Releases by Holders of Claims set forth below and in Article XII of the Plan.** If you fall within (a) above and wish to object to the release, you must file an objection to the Plan.

ARTICLE I:

1. DEFINITIONS

"Released Parties" means each of: (a) the Imerys Protected Parties; (b) the Debtors; (c) the Reorganized Debtors; (d) the Tort Claimants' Committee; (e) the individual members of the Tort Claimants' Committee (in their capacities as such); (f) the FCR; (g) the Information Officer; (h) the Rio Tinto Protected Parties subject to the limitation in Section 10.8.6 of the Plan; (i) the Cyprus Protected Parties; (j) the Reorganized Cyprus Mines Debtor; (k) the Cyprus Tort Claimants' Committee; (l) the individual members of the Cyprus Tort Claimants' Committee (in their capacities as such); (m) the Cyprus FCR; (n) the Zurich Protected Parties; (o) the XL Protected Parties; and (p) to the fullest extent permitted by applicable law, with respect to each of the foregoing Persons in clauses (b), (c), (d), (f), (g), (j), (k), (m), (n), and (o), each such Person's Representatives.

"**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 Person's respective predecessors, successors, and assigns, each in their capacity as such.

ARTICLE XII:

a. 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, demands, 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, 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, or their respective property; (iii) creating, perfecting, or enforcing any Lien or Encumbrance of any kind against the Debtors, the Reorganized Debtors, 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.

b. Releases by Debtors, their Estates, and Certain Protected Parties.

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, the Reorganized 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, the Reorganized Debtors or the 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, the Reorganized Debtors or the 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 (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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing). The Debtors, the Reorganized 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.

In furtherance of the Imerys Settlement, on the Effective Date, 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 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 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 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").

In furtherance of the Cyprus Settlement, 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, the Tort Claimants' Committee and FCR, and any Cyprus Settling Talc Insurance Company (regardless of when it enters into any settlement with the Debtors, the Tort Claimants' Committee, the FCR, or the Talc Personal Injury Trust), each solely on its own behalf, are deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge each and all of the Cyprus 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, the FCR, or any Cyprus Settling Talc Insurance Company have, had, may have, or may claim to have against any of the Cyprus Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim (collectively, the "Cyprus Released Claims").

In furtherance of the XL Settlement, effective upon the Talc Personal Injury Trust's receipt of the XL 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 XL 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 XL Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim or the XL Policies (collectively, the "XL Released Claims"). For the avoidance of doubt, the XL Released Claims shall not include any claims arising out of or relating to coverage under the international insurance policies issued to Imerys S.A. by XL Insurance Company Ltd, including Policy Numbers FR00003071LI11A, FR00003071LI12A, and FR00003071LI13A.

c. 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, 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 and Talc Personal Injury Claims), 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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing), except to the extent that such act or omission of a Released Party is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act. The releases set forth in this Section 12.2.2 of the Plan are in addition to, and not in lieu of, the Acceptance and Release that every claimant must complete, execute and deliver to the Talc Personal Injury Trust as a condition precedent to its receipt of any payment or distribution from the Talc Personal Injury Trust. Notwithstanding anything to the contrary in the Plan, the Plan Documents, or the Confirmation Order, the releases and injunctions set forth in this Section 12.2.2 (and otherwise in this Article XII) shall not constitute a release of nor shall enjoin any claims or defenses that a Settling Talc Insurance Company may have against its reinsurers and/or retrocessionaires in their capacities as such or that any reinsurer or retrocessionaire of a Settling Talc Insurance Company may have against such Settling Talc Insurance Company in its capacity as a reinsured, and nothing in the Plan, the Plan Documents, or the Confirmation Order shall impair or otherwise affect the ability of any Settling Talc Insurance Company (or reinsurer or retrocessionaire) to

assert any such claim or defense in any forum; *provided* that no such claim can be asserted against the Talc Personal Injury Trust unless otherwise provided in the Plan.

d. 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").

e. 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.

f. Channeling Injunction.

Terms. To preserve and promote the settlements contemplated by and provided for in the Plan 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 to the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents, and such holder (regardless of whether such holder is a Releasing Claim 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 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.

Reservations. Notwithstanding anything to the contrary in Section 12.3.1(a) 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.

g. Insurance Entity Injunction.

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.

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; *provided, however*, that to the extent any Talc Insurance Company asserts a claim against J&J, nothing in the Plan shall affect J&J's ability to assert any defense or counterclaim;

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 0 shall not impair in any way any actions brought by the Talc Personal Injury Trust against any Talc Insurance Company; 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 0 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.**

Reservations. Notwithstanding anything to the contrary above, this Insurance Equity 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 Settlement 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 Settlement Agreement.

h. Supplemental Settlement Injunction Order. In order to preserve and promote the (i) Imerys Settlement, (ii) the Rio Tinto/Zurich Settlement, (iii) the Cyprus Settlement, and (iv) the XL 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.

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.

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

iv. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any XL Released Claims directly or indirectly against the

XL Protected Parties (or any of them) shall be permanently stayed, restrained, and enjoined from pursuing now, or at any time in the future, any XL Released Claims.

Any Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL 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, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party that is enjoined under the Plan as to such Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party and may seek to enforce such injunction in a court of competent jurisdiction.

i. Exculpation. None of (a) the Debtors, (b) the Imerys Protected Parties, (c) the Tort Claimants' Committee, (d) the members of the Tort Claimants' Committee in their capacities as such, (e) the FCR, (f) the Information Officer, and (g) the Representatives of any of the foregoing, and in the case of (b) – (g), solely in their capacities as such and solely with respect to conduct while acting as a fiduciary of the Debtors' Estates, shall have or incur any liability to any Person or Entity for any act or omission taken or to be taken on or after the Petition Date through and including the Effective Date 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 for the purposes of this Section 12.7, 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 shall be considered a Representative of the Debtors. 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.

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Exhibit 4

Robinson+Cole
GILBERT LLP

November ___, 2024

Re: Imerys Talc America, Inc., *et al.*[1]
Letter from the Imerys Committee in Support of and Asking for Your Vote in Favor of the Imerys Chapter 11 Plan Pending in the United States Bankruptcy Court for the District of Delaware

Dear Holders of Talc Personal Injury Claims and Their Representatives:

In connection with the bankruptcy cases of Imerys Talc America, Inc., *et al*. (the "Imerys Debtors"), the Office of the United States Trustee appointed the Official Committee of Tort Claimants (the "Imerys Committee") to represent the interests of persons who have manifested an injury caused by or allegedly caused by exposure to talc for which one or more of the Imerys Debtors has legal responsibility. The Imerys Committee is composed of eleven talc personal injury claimants who are represented by the following law firms: (i) the Lanier Law Firm; (ii) Levy Konigsberg LLP; (iii) The Gori Law Firm; (iv) Burns Charest LLP; (v) Baron & Budd, P.C.; (vi) OnderLaw, LLC; (vii) Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.; (viii) Simon Greenstone Panatier, P.C.; (ix) Ashcraft & Gerel, LLP; (x) Cohen, Placitella & Roth, P.C.; and (xi) Barnes Law Group.

James L. Patton, Jr. was appointed as the legal representative for future talc personal injury claimants (the "Imerys FCR"). The role of the Imerys FCR is to represent the interests of persons who are presently unaware of their talc-related injuries or who will develop talc-related injuries in the future that are the legal responsibility of one or more of the Imerys Debtors.

The Second Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code (the "Imerys Plan")[2] is the result of extensive negotiation among the Imerys Committee, the Imerys FCR, the Imerys Debtors, and other interested parties. The cornerstone of the Imerys Plan is a number of settlements that were reached during the course of the Chapter 11 Cases. The settlements are summarized here but are described in much greater detail in Article VI and Article VII of the disclosure statement accompanying the Imerys Plan (the "Imerys Disclosure Statement"). These settlements were reached in order to, among other things, provide funding for the Talc Personal Injury Trust (the "Trust") to which all Talc Personal Injury Claims are channeled for resolution.

Imerys Settlement

An agreement was reached by and among the Imerys Debtors, the Imerys Committee, the Imerys FCR, and Imerys S.A. It includes commitments by Imerys S.A.: (i) to ensure that the Imerys Debtors' assets would be sold for no less than $110 million, (ii) to contribute additional Cash of up to

[1] The Imerys Debtors, along with the last four digits of each Imerys Debtor's federal tax identification number, are: Imerys Talc America, Inc. (6358), Imerys Talc Vermont, Inc. (9050), and Imerys Talc Canada Inc. (6748).

[2] Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Imerys Plan. All descriptions contained in this letter are summaries.

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$75 million for the Trust, (iii) to assign the Contributed Indemnity and Insurance Interests to the Trust, (iv) to satisfy certain of the Imerys Debtors' administrative expenses, and (v) to provide funding of $5 million for general unsecured creditors - an amount believed to be sufficient to pay the Imerys Debtors' general unsecured creditors in full with any remainder being contributed to the Trust.

Rio Settlement

An agreement was reached among the Plan Proponents, Rio Tinto, and Zurich (the "Rio Settlement"). The Rio Settlement is expected to bring, among other things, a total of $340 million in Cash and rights including the Rio Tinto/Zurich Credit Contribution to the Trust.

Asset Sale

Another source of Cash for the Trust is the sale of substantially all of the Imerys Debtors' assets. On November 17, 2020, the Bankruptcy Court approved the sale of substantially all of the Imerys Debtors' assets to Magris Resources Canada Inc. ("Magris") for a total of $223 million in cash plus the assumption of certain additional liabilities. Amounts from the sale have been used to administrate the Chapter 11 Cases and fund necessary reserves with the remainder (including any excess in the reserves) to be contributed to the Trust.

Settlement with Johnson & Johnson[3]

On October 8, 2024, the Bankruptcy Court conducted a hearing at which time it approved a settlement among the Imerys/Cyprus Settlement Parties (defined below), Johnson & Johnson and certain affiliated entities (collectively "J&J"), and others (the "J&J Settlement Agreement") a copy of which is attached as Exhibit E to the Imerys Plan. The J&J Settlement Agreement was the result of months of negotiations and resolved a number of issues, including (i) the existence and scope of the Parties' respective rights and obligations under the J&J Agreements and applicable law, and claims the Parties may have against each other relating to the J&J Agreements or otherwise related to the supply of talc by the Debtors to any J&J Corporate Party, (ii) the Debtors' rights to the proceeds of the J&J Policies, and (iii) the reservations and objections of the J&J Corporate Parties with respect to the Plans (including the Trust Distribution Procedures). The settlement is guaranteed to yield settlement proceeds of at least $505 million that will be shared equally by the Imerys Debtors and Cyprus (defined below).

Settlement with the Cyprus Parties

The Imerys Debtors' case relates in part to another bankruptcy case with significant talc-related liabilities - Cyprus Mines Corporation ("Cyprus"). The Trust will resolve Talc Personal Injury Claims asserted against the Imerys Debtors as well as those asserted against Cyprus.

A separate agreement (the "Cyprus Agreement") was reached that is expected to bring, among other things, a total of $195 million in Cash and rights to the Cyprus Talc Insurance Policies to the Trust.

The Trust and procedures for seeking to have Talc Personal Injury Claims resolved are part of a global settlement among the following parties: (i) the Imerys Debtors; (ii) the Imerys Committee; (iii) the Imerys FCR; (iv) CAMC; (v) Freeport; (vi) Cyprus; (vii) the official committee of tort

[3] Capitalized terms used in this paragraph and not otherwise defined have the meanings ascribed to such terms in the J&J Settlement Agreement.

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claimants appointed in the Cyprus bankruptcy case; and (viii) Roger Frankel, in his capacity as the legal representative for future talc claimants in the Cyprus bankruptcy case (collectively, the "Imerys/Cyprus Settlement Parties"). The Imerys Plan, the plan in the Cyprus bankruptcy (the "Cyprus Plan"), the Talc Personal Injury Trust Agreement, and the Trust Distribution Procedures are the product of a lengthy, extensive, arms-length negotiation among the Imerys/Cyprus Settlement Parties.

The Imerys Committee and the Imerys FCR each believe that the Trust and other aspects of the Imerys Plan provide the maximum recoveries currently available on a consensual basis for present talc claimants and is fair and equitable to all parties in interest.

The Imerys Plan and Imerys Disclosure Statement as well as certain exhibits to the Imerys Plan and Imerys Disclosure Statement, are included as part of this solicitation package for your review.

A Plan Supplement will be posted on-line on or before December 2, 2024 at https://cases.ra.kroll.com/iandctalc. **In order to have the most complete package of information available to you, you should not vote on the Imerys Plan until you have reviewed the information contained in this solicitation package as well as in the Plan Supplement. You should also consider contacting your legal advisers in advance of voting.**

The Imerys Committee and the Imerys FCR are co-proponents of the Imerys Plan along with the Imerys Debtors and the other Plan Proponents. The Imerys Committee and the Imerys FCR believe that the Imerys Plan represents the best possible recovery to all holders of Talc Personal Injury Claims when compared to all reasonably available alternatives, and that acceptance of the Imerys Plan is in the best interest of such holders.

The Imerys Committee recommends that you vote to accept the Imerys Plan.

If the Imerys Plan does not receive sufficient support from holders of Talc Personal Injury Claims who submit ballots voting on the Imerys Plan, then the Imerys Plan cannot be confirmed. If the Imerys Plan is not confirmed, the Imerys Settlement, the Rio Settlement, and the Cyprus Settlement will not become effective and the settlement proceeds, consisting of hundreds of millions of dollars will not be realized for the benefit of claimants. Furthermore, the "Trigger Date" as defined in the J&J Settlement Agreement will not occur. It is the Trigger Date that starts off the process of J&J making payments pursuant to the terms of the J&J Settlement Agreement. Without these various sources of value, it is the view of the Imerys Committee and the Imerys FCR that recoveries for holders of Talc Personal Injury Claims from these Chapter 11 Cases will be drastically reduced.

As set forth in the Ballots and Master Ballots (each as defined in the Voting Procedures) and in the voting instructions included therewith, the deadline by which votes must be **received** so as to be counted is **December 16, 2024.** Additional paper copies of these documents may be requested by contacting Kroll Restructuring Administration, LLC as the solicitation agent by e-mail at iandctalcInfo@ra.kroll.com (with "Imerys Talc Solicitation Inquiry" in the subject line) or by telephone at (844) 514-9092 (U.S. / Canada, toll-free) or +1 (646) 777-2352 (International, toll). The solicitation package, excluding Ballots and Master Ballots, is also available at https://cases.ra.kroll.com/iandctalc by clicking the link for "Imerys Plan & Disclosure Statement"

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below the "Quick Links" header at the left margin of the landing pages. The Plan Supplement will be made available at this website on or before December 2, 2024.

Please return your Ballot or Master Ballot after you review all of the solicitation materials. Be sure to follow all of the instructions on such Ballot or Master Ballot when you submit your vote.

We may be reached at the number and email below.

Sincerely,

Robinson & Cole LLP
Natalie D. Ramsey Michael R. Enright Mark A. Fink
Phone: 302-516-1687 Email: imerysplan@rc.com
Lead Counsel to the Official Committee of Tort Claimants

Gilbert LLP
Kami E. Quinn Heather Frazier
Special Insurance Counsel to the Official Committee of Tort Claimants and the Future Claimants' Representative

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EXHIBIT “C”

Docusign Envelope ID: CBFCFB76-BC78-4556-932E-F965C821FB9F

This is
EXHIBIT "C"
to the Affidavit of
ERIC DANNER
Sworn November 19, 2024

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nick Avis
Commissioner for Taking Affidavits

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: IMERYS TALC AMERICA, Inc., *et al.*,[1] Debtors.	Chapter 11 Case No. 19-10289 (LSS) (Jointly Administered) Related to D.I. 6376, 6573
In re: CYPRUS MINES CORPORATION,[2] Debtor.	Chapter 11 Case No. 21-10398 (LSS) Related to D.I. 2361, 2537

ORDER (I) APPROVING THE AMENDED AND RESTATED SETTLEMENT AGREEMENT BETWEEN THE IMERYS DEBTORS, THE CYPRUS DEBTOR, JOHNSON & JOHNSON, AND THE OTHER PARTIES THERETO, AND (II) APPROVING THE SALE OF CERTAIN RIGHTS

Upon consideration of the *Joint Motion of the Imerys Debtors And the Cyprus Debtor for an Order (I) Approving the Settlement Agreement Between the Imerys Debtors, the Cyprus Debtor, Johnson & Johnson, and the Other Parties Thereto, and (II) Approving the Sale of Certain Rights* (the "**Motion**")[3] and the Court having reviewed the Motion and the Settlement Agreement[4]; and

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

[2] The last four digits of the Cyprus Debtor's taxpayer identification number are 0890. The Cyprus Debtor's address is 333 North Central Avenue, Phoenix, AZ 85004.

[3] Capitalized terms used but not defined in this Order have the meanings given in the glossary attached hereto as Exhibit A.

[4] As used in this Order, the term "Settlement Agreement" shall refer to the *Amended and Restated Settlement Agreement and Release* filed at D.I. No. 6573 in the above-captioned Chapter 11 cases of the Imerys Debtors and at D.I. No. 2537 in the above-captioned Chapter 11 case of the Cyprus Debtor.

the Court having found that the Court has 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 as of February 29, 2012*; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and the relief requested being in the best interests of the Debtors, their estates, creditors, and other parties-in interest; and upon the record of the Imerys Cases and the Cyprus Case and any hearing held to consider the Motion; and due and proper notice of the Motion having been provided; and it appearing that no further notice need be provided; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[5]

A. Notwithstanding the requirements of the *Final Order (I) Authorizing the Filing of (A) a Consolidated Master List of Creditors, (B) a Consolidated List of the Top Thirty Law Firms Representing Talc Claimants, and (C) a Consolidated List of Creditors Holding the Thirty Largest Unsecured Claims, and (III) Approving Certain Notice Procedures for Talc Claims* [Imerys D.I. 248] entered in the Imerys Cases, due and adequate notice of the Motion and the hearing on the Motion was given by (a) mailing a copy of the Motion and notice of the hearing on the Motion to: (i) the U.S. Trustee; (ii) the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) counsel to the Imerys TCC; (v) counsel to the Imerys FCR; (vi) counsel to the Cyprus TCC; (vii) counsel to the Cyprus FCR; (viii) those parties that have requested notice pursuant to Bankruptcy Rule 2002 in the Imerys Cases; (ix) those parties that have requested notice

[5] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, made applicable to this proceeding pursuant to Bankruptcy Rules 7052 and 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.

pursuant to Bankruptcy Rule 2002 in the Cyprus Case; (x) counsel to Imerys SA's current subsidiaries and affiliates (other than the Imerys Debtors); (xi) counsel to Freeport-McMoRan Inc. and its direct and indirect subsidiaries (other than the Cyprus Debtor); (xii) counsel to J&J's current subsidiaries and affiliates; (xiii) any Talc Insurance Company whose address is known to the Debtors; (xiv) former affiliates of Imerys S.A. whose addresses are known to the Debtors; and (xv) former affiliates of either Freeport-McMoran Inc. or CAMC whose addresses are known to the Debtors (collectively, the "**Core Notice Parties**"); and (b) mailing a copy of the Settlement Notice to: (i) the Core Notice Parties; (ii) known counsel to holders of Talc Personal Injury Claims; (iii) holders of Talc Personal Injury Claims against the Imerys Debtors who submitted an individual ballot to vote on the Imerys Debtors' prior plan or filed a proof of claim directly in the Imerys Cases; (iv) known holders of Talc Personal Injury Claims against the Cyprus Debtor whose personal addresses are known to the Cyprus Debtor; (v) known holders of Indirect Talc Personal Injury Claims; (vi) the issuers of the J&J Policies; and (vii) holders of interests in the policies issued by any Talc Insurance Company and the J&J Policies whose addresses are known to the Debtors. In addition, further due and adequate notice of the Motion and of the hearing on the Motion as well as an opportunity to object to the relief sought in the Motion was provided by the Debtors having published notice of the Motion and of the hearing on the Motion at least 65 days before the hearing, at least once in each of the following publications: *The Wall Street Journal*, *USA Today National Edition*, *New York Times National Edition*, and *Globe & Mail (Canada) National Edition*.

B. The notice described in the foregoing paragraph is due, proper, timely, adequate, and sufficient notice of the Motion, the Settlement Agreement, the J&J Buyback, and the releases contained in Sections 6.1, 6.2 and 6.4 of the Settlement Agreement. Such notice was, and is, good,

sufficient, and appropriate under the circumstances of the Imerys Cases and the Cyprus Case, 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 105 and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9014, and 9019, and the applicable Local Rules. Accordingly, no other or further notice with respect to such matters is necessary or shall be required.

C. The Settlement Agreement, including the releases contained therein and the Estate Allocation, is fair and equitable and in the best interests of the Debtors and their estates, based upon the evidence and arguments made at the hearing on the Motion as to the probability of success in litigation; the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and the paramount interest of the creditors.

D. The probability of success in prosecuting the various matters resolved by the Settlement is uncertain. None of the Parties, including the Debtors and their stakeholders, are guaranteed a favorable outcome if litigation continues. The Settlement is a global resolution of the Parties' disputes including multiple adversary proceedings and filed claims, each of which individually have their own strengths and weaknesses. The Court concludes that a global resolution of the respective claims and disputes resolved by the Settlement, including resolving J&J's objections to the Plans, is in the best interests of the Debtors' estates.

E. In the absence of a settlement, the Debtors and their estates face considerable litigation expense, risk, and delay. The disputes among the Parties involve numerous legal and factual issues, and judicial resolution of these disputes will require extensive and costly briefing and discovery. Even if the Debtors or any of the other Parties were successful in litigating their respective claims, any judgment obtained may be subject to appeal with no guarantee as to the

ultimate outcome. Moreover, the Parties' combined legal spend during this protracted litigation process, including J&J's objections to the Plans, would be significant and further forestall the return of value to the Debtors' creditors. The Settlement, however, resolves the Parties' disputes now without the need for costly, uncertain litigation.

F. The Settlement Agreement and the J&J Buyback were negotiated extensively and at arms' length with all Parties having been represented by competent counsel, without collusion or fraud, and in good faith by and between the Parties. Accordingly, the J&J Corporate Parties are consummating the J&J Buyback and the Settlement in good faith, as contemplated under section 363(m) of the Bankruptcy Code.

G. The terms and conditions of the Settlement Agreement, including the rationale and facts underlying the Settlement, have been adequately disclosed to the Court.

H. The Debtors and the Claimant Fiduciaries support the Settlement Agreement and the J&J Buyback and believe the Settlement is in the best interests of the Debtors, their estates, and their creditors.

I. Under the circumstances of these chapter 11 cases, including the support of the Claimant Fiduciaries, the J&J Buyback (a) represents a sound exercise of the Debtors' business judgments and otherwise complies with section 363 of the Bankruptcy Code; (b) meets the requirements for a sale of the Debtor J&J Rights free and clear of any interests and claims of third parties in such property, including any claim of any person or entity on account of, based upon, directly or indirectly arising from, or in any way relating to any alleged right, claim, or interest of the Debtors and/or their estates, or any of them, in the Debtor J&J Rights, including subrogation claims (except as provided in Sections 3.1 and 6.1 of the Settlement Agreement), pursuant to section 363(f) of the Bankruptcy Code; and (c) constitutes a purchase by J&J in good faith without

knowledge of adverse claims pursuant to section 363(m) of the Bankruptcy Code, rendering the provisions of section 363(m) applicable.

J. The Debtors are authorized to sell the Debtor J&J Rights free and clear of all liens, claims, and encumbrances, including subrogation claims (except as provided for in Sections 3.1 and 6.1 of the Settlement Agreement), because, with respect to each person or entity asserting a lien, claim or encumbrance, one or more of the standards set forth in section 363(f)(l)-(5) of the Bankruptcy Code has been satisfied. Specifically, except as provided for in Sections 3.1 and 6.1 of the Settlement Agreement, each person or entity asserting a lien, claim, or encumbrance in the Debtor J&J Rights (a) has consented to the J&J Buyback (with the consent of Rio Tinto, the Rio Tinto Captive Insurers and Zurich being conditioned on their rights, as set forth in Paragraphs 11, and 21 of this Order, attaching to the Imerys Share of Settlement Proceeds), (b) could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest, and/or (c) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code.

K. The total consideration provided by the J&J Corporate Parties pursuant to the Settlement Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the laws of the State of Delaware, and any other applicable law, and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law, and the Settlement Agreement and the J&J Buyback are not being entered into and consummated for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law.

L. J&J would not have entered into the Settlement Agreement and would not consummate the J&J Buyback if the Debtor J&J Rights could not be purchased free and clear of all liens, claims and encumbrances, including subrogation claims (except as provided for in Sections 3.1 and 6.1 of the Settlement Agreement).

M. J&J's agreement not to pursue objections to the Plans is in reliance on all the terms of the Settlement Agreement being effective, including that the Plans and TDP approved in the Imerys Cases and the Cyprus Case will not be used to impact, prejudice, or affect the J&J Corporate Parties in the tort system or a bankruptcy case. Absent the Settlement Agreement, J&J would have likely objected to the Plans and TDP, among other things, which would have resulted in additional litigation expense, risk, and delay.

N. The claims for which the rights of the Debtors and their estates are being sold free and clear, including certain subrogation claims, pursuant to the J&J Buyback are "interests" as that term is used in section 363(f) of the Bankruptcy Code.

O. As set forth in Section 12.1 of the Settlement Agreement, notwithstanding any other provision of the Settlement Agreement, nothing contained therein shall affect the rights of an individual holder of a Talc Personal Injury Claim, or such individual holder's heirs, executors, and assigns, to prosecute such individual holder's claims against any J&J Corporate Party.

P. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein, and the Settlement Agreement is approved in its entirety.

2. Any and all objections to the Motion and to the relief requested therein and/or granted in this Order that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are overruled on the merits.

3. The Settlement Notice, and the manner of providing notice of the Settlement Agreement, are approved in all respects. The form and manner of notice of the Settlement Agreement (a) are approved as reasonable and adequate and (b) fulfill the notice and other due process requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and applicable law.

4. Pursuant to Bankruptcy Rule 9019, the Settlement Agreement and each of its terms and conditions, including the releases contained therein, the third-party beneficiary provision in Section 13.8, and the Estate Allocation, shall be, and hereby are, approved in their entirety.

5. The Debtors shall be, and hereby are, authorized to undertake any transactions contemplated by the Settlement Agreement that remain uncompleted as of the date of this Order.

6. In light of the terms of the Settlement Agreement and in consideration of the J&J Payment Obligations to be made by J&J thereunder, the mutual releases set forth in the Settlement Agreement are approved, subject to the conditions precedent and subsequent set forth in the Settlement Agreement, including the making of the J&J Initial Payment and J&J's obligations with respect to the J&J Insurance Payments and Home Proceeds. Such releases are reasonable and appropriate, and comply with the Bankruptcy Code and other applicable laws. Effective upon the Closing Date, the Debtors, the Debtor Releasing Parties, the Non-Debtor Releasing Parties, the Zurich Corporate Parties and the J&J Releasing Parties shall be deemed to provide the releases as set forth in the Settlement Agreement and such releases shall be binding and enforceable subject to and in accordance with the terms of the Settlement Agreement.

7. The settlement and the mutual releases contained in the Settlement Agreement are in the best interests of the Debtors' estates and all parties in interest.

8. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized and empowered to sell, transfer, and convey the Debtor J&J Rights to J&J outside the ordinary course of business subject only to the terms and conditions in the Settlement Agreement. The Debtor J&J Rights shall be deemed so conveyed to J&J immediately upon the Closing Date pursuant to the terms of the Settlement Agreement.

9. Pursuant to section 363(f) of the Bankruptcy Code, the J&J Buyback shall constitute a valid, legal, and effective transfer, which shall vest J&J with all right, title, and interest in and to the Debtor J&J Rights free and clear of all liens, claims, encumbrances, and other interests of any person, including, but not limited to, all rights and interests of the Debtors, any other person claiming by, through, or on behalf of the Debtors, any other insurer, any holder of any Talc Personal Injury Claim against the Debtors, whether arising prior to or subsequent to the applicable petition date, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, interests in the Debtor J&J Rights that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of the Debtors' estates or J&J, as the case may be, in the Debtor J&J Rights).

10. The J&J Buyback does not include, and J&J is not purchasing, any rights or interests in claims against the J&J Corporate Parties arising out of or in connection with prepetition payments to any of the Imerys Parties or Cyprus Parties, by way of subrogation or otherwise, asserted by Truck or the RMI Managed Insurers, including National Union. As a result, the J&J Buyback does not prejudice the rights of these insurers. For the avoidance of doubt, the Potential Subrogated Claims include any and all rights of Truck and/or any RMI Managed Insurer in, to or

under the J&J Agreements in respect of prepetition payments made by Truck and/or any RMI Managed Insurer to any of the Imerys Parties or Cyprus Parties, including rights, if any, to interest and/or attorneys' fees and costs arising from such prepetition payments, whether such interest, attorneys' fees and/or costs are incurred prepetition or postpetition. Because the Debtors are not selling to J&J pursuant to the J&J Buyback the portion of the Debtors' indemnification rights, if any, under the J&J Agreements that form the basis of the RMI Managed Insurers' Potential Subrogated Claims or Truck's Potential Subrogated Claims (and only those Potential Subrogated Claims), neither the RMI Managed Insurers nor Truck has an interest in property of the Debtors' estates that is being sold pursuant to the J&J Buyback and, as such, (i) the RMI Managed Insurers are not entitled to adequate protection, and (ii) Truck did not request adequate protection.

11. Unless and until the Settlement Agreement is terminated, the Debtors, the Reorganized Debtors, the Debtor Corporate Parties, the Talc Personal Injury Trust, the Debtor Releasing Parties, the Non-Debtor Releasing Parties and any other person that seeks to assert claims through any of the foregoing, or to otherwise recover from any Cyprus Talc Insurance Policies, are enjoined from commencing, prosecuting, accepting payment on account of (other than the J&J Payment Obligations), or otherwise pursuing insurance coverage for, J&J Talc Claims, including recovering any defense costs or for contribution; *provided, however*, for the avoidance of doubt, in accordance with Section 6.3 of the Settlement Agreement, nothing in this Order or the Settlement Agreement shall enjoin or otherwise bar Rio Tinto, the Rio Tinto Captive Insurers and Zurich from seeking insurance coverage (including, without limitation, for defense costs or indemnity, whether for amounts to be paid under the Rio Tinto/Zurich Settlement or otherwise) from their insurers, reinsurers and retrocessionaires; and, *provided, further*, nothing herein shall alter the rights and protections afforded Rio Tinto, the Rio Tinto Captive Insurers and Zurich as

set forth in Sections 6.3.2 and 6.3.3 of the Settlement Agreement. Unless and until the Settlement Agreement is terminated, any settling insurer, any other party to the Plan Settlement Agreements (whether or not consummated), including Rio Tinto, the Rio Tinto Captive Insurers, and Zurich, and any person or entity claiming under or through any of the foregoing, including any reinsurers or retrocessionaires, shall not assert, or be able to assert, any subrogation rights against any J&J Corporate Party with respect to any payments made, to be made, or contemplated to be made pursuant to any Plan Settlement Agreement or otherwise on account of any Talc Personal Injury Claim, but instead Rio Tinto, the Rio Tinto Captive Insurers and Zurich shall be able to assert such rights against, and shall have all such rights attach to, the Imerys Share of Settlement Proceeds until the Rio Tinto/Zurich Settlement is consummated. Notwithstanding the above, subject to the other terms of the Settlement Agreement, J&J, on behalf of the Debtor Releasing Parties and Non-Debtor Releasing Parties, may pursue insurance coverage for J&J Talc Claims from only J&J Policies, except those policies under which J&J entered into talc-related settlements prior to the Execution Date. This provision shall be binding on any Talc Personal Injury Trust and shall be incorporated into any Plan. Notwithstanding the above, nothing in this Order shall prohibit, restrict, preclude, or enjoin the pursuit of insurance coverage for claims or portions of claims that are not J&J Talc Claims.

12. J&J is a good-faith purchaser of the Debtor J&J Rights without knowledge of adverse claims and is entitled to, and hereby is granted, all of the protections provided to good faith purchasers under section 363(m) of the Bankruptcy Code.

13. The transactions contemplated by the Settlement Agreement shall not be subject to avoidance under section 363(n) of the Bankruptcy Code. All persons shall be and hereby are enjoined from commencing or continuing an action seeking relief under section 363(n) of the

Bankruptcy Code with respect to the Settlement Agreement and the transactions contemplated thereby.

14. To the extent payments are made by J&J with respect to the J&J Payment Obligations prior to the Plans' Effective Date, such payments shall be made in accordance with the Estate Allocation.

15. This Order shall be binding upon the Debtors, J&J, all holders of claims against the Debtors, all insurers, all other persons and entities as set forth in the Motion, the respective successors and assigns of each person referred to in this paragraph, and any chapter 11 trustee, liquidating trustee, or other trust or distribution vehicle established under a chapter 11 plan of the Debtors, and on any chapter 7 trustee if the Cyprus Case or any of the Imerys Cases are converted to a chapter 7 proceeding.

16. Each of the Parties hereby is authorized to take all actions and execute all documents and instruments that it deems necessary or appropriate to implement and effectuate the transactions contemplated by the Settlement Agreement.

17. J&J is not, and shall not be deemed to be, a successor to the Debtors by reason of any theory of law or equity or as a result of the consummation of the transactions contemplated in the Settlement Agreement.

18. As set forth in the Settlement Agreement, any damages payable by the Imerys Debtors or the Cyprus Debtor under the Settlement Agreement for breach of the Settlement Agreement shall be administrative expense claims against the Debtors' estates. Notwithstanding the foregoing, such administrative claims will not be paid directly under policies issued by Employers Mutual Casualty Company.

19. Notwithstanding the above, nothing in this Order or the Settlement Agreement makes any determination that any insurer has or does not have any right of contribution, subrogation, including the Potential Subrogated Claims, or indemnity in the Debtor J&J Rights; *provided*, that, for the avoidance of doubt, the foregoing shall not limit or otherwise impair in any respect the effects of the J&J Buyback and the release of the Debtor J&J Released Claims by the Debtor Releasing Parties. If J&J pursues, on behalf of the Debtor Releasing Parties and Non-Debtor Releasing Parties, insurance coverage for J&J Talc Claims from J&J Policies, the rights of the insurers that issued J&J Policies to contest any such coverage claims on behalf of Debtor Releasing Parties and Non-Debtor Releasing Parties under J&J Policies are preserved. Further, nothing in this Order or the Settlement Agreement shall in any way: (i) operate as a coverage determination or preclude any insurer from asserting that the Settlement Agreement, this Order, or the negotiations leading thereto, violated or otherwise is contrary to the terms of any insurance policy or otherwise operates as a complete or partial defense to coverage, (ii) affect, impair, or prejudice the rights and defenses of any insurer to raise any factual or legal defense to any claim for insurance coverage, or (iii) prevent any insurer from contesting any underlying claim or the allocation or apportionment between Talc Personal Injury Claims, or portions of Talc Personal Injury Claims, which are J&J Talc Claims and those which are not. Insurers' rights to contest or object to (i) any plan of reorganization or (ii) the allocation or apportionment between Talc Personal Injury Claims, or portions of Talc Personal Injury Claims, which are J&J Talc Claims and those which are not, are not impaired by this Order or the Settlement Agreement in any way. For the avoidance of doubt, nothing in this paragraph impacts the Estate Allocation in paragraph 14.

20. Unless and until the Settlement Agreement is terminated, no J&J Corporate Party may assign any right, title or interest it may have as an additional insured under any Rio Tinto Captive Insurer Policies and the Zurich Policies to any party (including any other J&J Corporate Party) other than to the Rio Tinto Captive Insurers and Zurich (as appropriate).

21. Unless and until the Settlement Agreement is terminated, the J&J Corporate Parties consent to the sale of the Rio Tinto Captive Insurer Policies and the Zurich Policies back to the Rio Tinto Captive Insurers and Zurich, pursuant to the terms of the Rio Tinto/Zurich Settlement, free and clear of the right, title or interest any of the J&J Corporate Parties may have as additional insureds (or otherwise) under the Rio Tinto Captive Insurer Policies and the Zurich Policies (the "**Free and Clear Sale**"); *provided*, that J&J's consent to the Free and Clear Sale shall not impair or otherwise limit the effects of the J&J Buyback, and unless and until the Settlement Agreement is terminated, Rio Tinto, the Rio Tinto Captive Insurers, and Zurich and any person or entity claiming under or through any of the foregoing, including any reinsurers or retrocessionaires, shall not assert, or be able to assert, any subrogation rights against any J&J Corporate Party with respect to any payments made, to be made, or contemplated to be made pursuant to the Rio Tinto/Zurich Settlement, the Free and Clear Sale, or otherwise on account of any Talc Personal Injury Claim, but instead shall be able to assert such rights against, and shall have all such rights attach to, the Imerys Share of Settlement Proceeds, as provided in Paragraph 11 above.

22. The J&J Corporate Parties that are not debtors in any J&J Related Bankruptcy Case shall not oppose, or support any other person in opposing, the entry of an order in any J&J Related Bankruptcy Case granting relief from the automatic stay in any such J&J Related Bankruptcy Case to the extent necessary for this Court to authorize and approve the Free and Clear Sale.

23. Unless and until the Settlement Agreement is terminated, other than with respect to any claims addressed in the Plan Settlement Agreements, the Debtor Releasing Parties and the Non-Debtor Releasing Parties waive any claim under insurance policies other than J&J Policies for insurance coverage of J&J Talc Claims, including any defense costs; *provided, however*, that the forgoing shall not alter or diminish the provisions of Paragraph 11 of this Order and Sections 6.3.1, 6.3.2 and 6.3.3 of the Settlement Agreement with respect to Rio Tinto, the Rio Tinto Captive Insurers and Zurich.

24. This Court shall retain jurisdiction to interpret and enforce the provisions of the Settlement Agreement and this Order in all respects and further to hear and determine any and all disputes relating to the Settlement Agreement between the Parties or between a Party and any other person; *provided, however*, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Settlement Agreement or this Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter. In the event the Cyprus Case or the Imerys Cases have been closed, there shall be cause to have the Cyprus Case or the Imerys Cases, as applicable, reopened upon motion or application for such purposes.

Dated: October 31st, 2024
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

RLF1 31782629v.1

EXHIBIT A

GLOSSARY FOR ORDER (I) APPROVING THE AMENDED AND RESTATED SETTLEMENT AGREEMENT BETWEEN THE IMERYS DEBTORS, THE CYPRUS DEBTOR, JOHNSON & JOHNSON, AND THE OTHER PARTIES THERETO, AND (II) APPROVING THE SALE OF CERTAIN RIGHTS

This glossary is divided into two parts. Part I of this glossary provides definitions for capitalized terms that are used but not defined in the *Order (I) Approving the Amended and Restated Settlement Agreement Between the Imerys Debtors, the Cyprus Debtor, Johnson & Johnson, and the Other Parties Thereto, and (II) Approving the Sale of Certain Rights* (the "**Court Order**") to which this glossary is attached. Part II of this glossary provides definitions for (i) additional capitalized terms that are used within the definitions contained in Part I and Part II of this glossary, but are not used within the Court Order, and (ii) other defined terms in the Settlement Agreement that cross-reference other documents. The purpose of attaching this glossary as an exhibit to the Court Order is to provide the Court and other parties in interest a quick reference guide for definitions of capitalized terms used but not defined in the Court Order and to reduce the need to cross-reference other documents on the Court's docket to understand the meaning of those terms. For ease of reference, the source material for each definition in the glossary is noted in brackets following each definition. Notwithstanding anything to the contrary herein, this glossary is not intended to, and shall not, alter the terms of the Settlement Agreement, either of the Plans, or the meaning of any of the capitalized terms used and defined therein.

PART I
Capitalized Terms Used But Not Defined in the Court Order

1. "**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* in effect on the Execution Date. [*Settlement Agreement*]

2. "**Bankruptcy Court**" or "**Court**" means the United States Bankruptcy Court for the District of Delaware. [*Settlement Agreement*]

3. "**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 in effect on the Execution Date. [*Settlement Agreement*]

4. "**CAMC**" means Cyprus Amax Minerals Company. [*Settlement Agreement*]

5. "**Claimant Fiduciaries**" means the TCCs and FCRs. [*Settlement Agreement*]

6. "**Closing Date**" means the date on or after the Trigger Date, on which the Designated Accounts (if prior to the Plans' Effective Date) or the Talc Personal Injury Trust (if after the Plans' Effective Date) receive the J&J Initial Payment, $167,000,000 of the J&J Insurance

Payments, and any additional portion of the J&J Insurance Payments and Home Proceeds recovered prior to the Trigger Date. [*Settlement Agreement*]

7. "**Cyprus Case**" or "**Cyprus Chapter 11 Case**" means the chapter 11 case of the Cyprus Debtor captioned Case No. 21-10398 (LSS). [*Settlement Agreement*]

8. "**Cyprus Debtor**" means Cyprus Mines Corporation. [*Settlement Agreement*]

9. "**Cyprus FCR**" means the future claimants' representative appointed in the Cyprus Case. [*J&J Settlement Motion*]

10. "**Cyprus Parties**" means CAMC together with the Cyprus Debtor. [*Settlement Agreement*]

11. "**Cyprus Talc Insurance Policy**" means any liability insurance policy (i) that was issued prior to June 30, 1992; (ii) that is currently or was previously in effect at any time on or before the Effective Date; (iii) as to which there has not been a complete release of coverage for Talc Personal Injury Claims; and (iv) that names the Cyprus Debtor or any Cyprus Protected Party as an insured (whether as the primary or additional insured, or by virtue of being a parent or subsidiary of the named insured) or that is otherwise alleged to afford the Cyprus Debtor or any Cyprus Protected Party indemnity or insurance coverage for any Talc Personal Injury Claim or any other claims channeled to the Talc Personal Injury Trust. The Talc Insurance Policies include the policies set forth on Schedule II to the Cyprus Chapter 11 Plan, dated September 27, 2024 [Cyprus D.I. 2545]. For the avoidance of doubt, the term "Cyprus Talc Insurance Policy" does not include any J&J Policies.[1] [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

12. "**Cyprus TCC**" means the tort claimants' committee appointed in the Cyprus Case. [*J&J Settlement Motion*]

13. "**Debtor J&J Released Claims**" means any and all Claims, counterclaims, causes of action, Estate Causes of Action Against J&J, disputes, 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 arising pre-petition or post-petition, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, liquidated or unliquidated, fixed or contingent, accrued or unaccrued, in law, equity, contract, tort, or otherwise, 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, including Claims or causes of action based on a theory of contribution, subrogation, contractual and/or equitable indemnification, or common law, or insurance coverage claims against Middlesex, which the Debtor Releasing Parties have, had, may have, or may claim to have against any of the J&J Corporate Parties directly, derivatively, or indirectly arising out of,

[1] Nothing in the Court Order or the glossary shall be considered an adjudication by the Court or an admission by any insurance company that any insurance policy is, in fact, a Cyprus Talc Insurance Policy.

with respect to, or in any way relating to Talc Personal Injury Claims, the J&J Agreements, or otherwise to the supply of talc by the Debtors to any J&J Corporate Party. [*Settlement Agreement*]

14. "**Debtor J&J Rights**" means the rights of the Debtors and their Estates in the J&J Agreements and any and all of the Debtor J&J Released Claims held by the Debtors and/or their Estates. [*Settlement Agreement*]

15. "**Debtor Releasing Parties**" means the Debtors, the Estates, the Reorganized Debtors, and the Talc Personal Injury Trust, and any successors, assigns, or representatives of each of the foregoing and any other persons claiming under or through them. [*Settlement Agreement*]

16. "**Debtors**" means the Cyprus Debtor together with the Imerys Debtors. [*Settlement Agreement*]

17. "**Estate Allocation**" means as a component of the overall Settlement, to the extent payments are made by J&J with respect to the J&J Payment Obligations prior to the Plans' Effective Date, the Imerys Debtors and the Cyprus Debtor shall direct J&J to pay 50% of such funds to the Imerys Designated Account and 50% of such funds to the Cyprus Designated Account. [*J&J Settlement Motion*]

18. "**Execution Date**" means July 13, 2024. [*Settlement Agreement*]

19. "**Home Proceeds**" means all payments made by Home's estate with respect to the full amount of the Home allowance for proofs of claims made by ITV and J&J under any policies issued by The Home Insurance Company and/or its affiliates, which assert claims of $111,381,494, whether an initial payment or any subsequent payments relating to such allowance. For the avoidance of doubt, Home Proceeds refers to the claims and proceeds referenced in the April 3, 2024 letter on behalf of the New Hampshire Insurance Commissioner to J&J and ITV. [*Settlement Agreement*]

20. "**Imerys Cases**" or "**Imerys Chapter 11 Cases**" means the chapter 11 cases of ITA, ITV and ITC (jointly administered at Case No. 19-10289 (LSS)), including to the extent ITI commences its own chapter 11 case. [*Settlement Agreement*]

21. "**Imerys Debtors**" means ITA, ITV, ITC, and ITI. [*Settlement Agreement*]

22. "**Imerys FCR**" means the future claimants' representative appointed in the Imerys Cases. [*J&J Settlement Motion*]

23. "**Imerys Parties**" means the Imerys Debtors and Imerys S.A. [*Settlement Agreement*]

24. "**Imerys Share of Settlement Proceeds**" means the fifty-percent (50%) share of the J&J Initial Payment, the J&J Insurance Payments and any Home Proceeds that is paid into the Imerys Designated Account (or otherwise to or for the benefit of the Imerys Debtors and/or their Estates pursuant to the Settlement Agreement). [*Settlement Agreement*]

25. "**Imerys TCC**" means the tort claimants' committee appointed in the Imerys Cases. [*J&J Settlement Motion*]

26. "**Indirect Talc Personal Injury Claims**" means:

a. Imerys Chapter 11 Cases: a Talc Personal Injury Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of an Imerys Debtor, or predecessor of an Imerys 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), insurer, co-defendant of an Imerys Debtor, or predecessor of an Imerys 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. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: a Talc Personal Injury Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of the Cyprus Debtor, or predecessor of the Cyprus 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), insurer, co-defendant of the Cyprus Debtor, or predecessor of the Cyprus 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. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

27. "**J&J**" means Johnson & Johnson and any successor thereto, New Holdco and any successor thereto, Pecos River and any successor thereto, and Red River and any successor thereto. [*Settlement Agreement*]

28. "**J&J Agreements**" means the 1989 SPA, the 1989 Supply Agreement, the 1996 Amendment to the 1989 Supply Agreement, the 2001 Supply Agreement, the 2004 Amendment to the 2001 Supply Agreement, the 2010 Supply Agreement, and the 2011 Supply Agreement. [*Settlement Agreement*]

29. "**J&J Buyback**" means the acquisition by J&J, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, of the rights of the Debtors and their Estates in the J&J Agreements and any and all of the Debtor J&J Released Claims held by the Debtors and/or their Estates, pursuant to the J&J Settlement Order, free and clear of any and all rights, claims, or interests of any other entity, including subrogation claims, except as provided in Section 3.1. of the Settlement Agreement. [*Settlement Agreement*]

30. "**J&J Corporate Parties**" shall refer to J&J, Johnson & Johnson Baby Products Company, Johnson & Johnson Consumer Inc., Johnson & Johnson Consumer Products, Inc., and each of their past and present parents, subsidiaries and affiliates, and, in their capacities as such, all of their respective agents and representatives, direct and indirect equity holders, and the successors and assigns of each. For the avoidance of doubt, J&J Corporate Parties includes LLT (and any successor thereto); Red River (and any successor thereto); Pecos River; Kenvue, Inc.; Janssen Pharmaceuticals, Inc.; Old Holdco; New Holdco; and Middlesex, and the successors and assigns of each, and each of the entities listed on Schedule III of the Settlement Agreement, and the successors and assigns of each, and excludes the Debtors and the Debtor Corporate Parties. [*Settlement Agreement*]

31. "**J&J Initial Payment**" means two hundred twenty-five million U.S. dollars ($225,000,000). [*Settlement Agreement*]

32. "**J&J Insurance Payments**" means the first two hundred million U.S. dollars ($200,000,000) of any Insurance Recoveries, and fifty-percent (50%) of the next one-hundred sixty million U.S. dollars ($160,000,000), to be paid by J&J from Insurance Recoveries in accordance with Section 5.6 of the Settlement Agreement (if before the Trigger Date) or Section 5.10 of the Settlement Agreement (if on or after the Trigger Date); provided, however, (i) J&J shall pay, or cause to be paid, one hundred and sixty-seven million U.S. dollars ($167,000,000), in immediately available funds in U.S. dollars via wire transfer, to the Escrow Account within five (5) Business Days following the later to occur of (a) the entry by the Bankruptcy Court of the J&J Settlement Order and (b) the opening of the Escrow Account, and (ii) if the full two hundred and eighty million U.S. dollars ($280,000,000) has not been paid by J&J before December 31, 2025, J&J shall pay the unpaid balance thereof using other sources on December 31, 2025, in accordance with the payment instructions in Section 4.1 of the Settlement Agreement. [*Settlement Agreement*]

33. "**J&J Payment Obligations**" means the joint and several obligations of Johnson & Johnson, and any successor thereto, and Red River, and any successor thereto for payment of the J&J Initial Payment, and the J&J Insurance Payments and any Home Proceeds received by any J&J Corporate Party as set forth in Section 5 of the Settlement Agreement. [*Settlement Agreement*]

34. "**J&J Policies**" means any general liability policy or other policy that previously did, does or may provide coverage for talc claims that was issued to any one or more of the J&J Corporate Parties from 1954 through 1989. For the avoidance of doubt, J&J Policies do not include the Debtors' Policies or policies issued to any of the Rio Tinto Corporate Parties. [*Settlement Agreement*]

35. "**J&J Related Bankruptcy Case**" means any chapter 11 case or other bankruptcy or insolvency proceeding of any J&J Corporate Party (including Red River). [*Settlement Agreement*]

36. "**J&J Releasing Parties**" means collectively the J&J Corporate Parties, any successors, assigns, or representatives of any of them, and any other persons claiming under or through any of them. [*Settlement Agreement*]

37. "**J&J Talc Claims**" means (i) any Talc Personal Injury Claim (including any Indirect Talc Personal Injury Claim) that alleges bodily injury exclusively due to talc or a talc-containing product mined, manufactured, processed, sold, marketed, and/or distributed by a J&J Corporate Party or (ii) for any Talc Personal Injury Claim (including any Indirect Talc Personal Injury Claim) that alleges bodily injury due to a product mined, manufactured, processed, sold, marketed, and/or distributed by more than one entity (in addition to the Debtors), that portion of the claim that alleges bodily injury due to talc or a talc-containing product mined, manufactured, processed, sold, marketed, and/or distributed by Debtors and a J&J Corporate Party. For the avoidance of doubt, (i) any Talc Personal Injury Claim (including any Indirect Talc Personal Injury Claim) that alleges bodily injury exclusively due to any talc or a talc-containing product mined, manufactured, processed, sold, marketed, and/or distributed by entities that are not J&J Corporate Parties are not J&J Talc Claims and (ii) for any Talc Personal Injury Claim (including any Indirect Talc Personal Injury Claim) that alleges bodily injury due to any talc or a talc-containing product mined, manufactured, processed, sold, marketed, and/or distributed by more than one entity (in addition to the Debtors), that portion of the claim that alleges bodily injury due to a talc or a talc-containing product mined, manufactured, processed, sold, marketed, and/or distributed entirely by entities (other than the Debtors or in addition to the Debtors) that are not J&J Corporate Parties is not a J&J Talc Claim. [*Settlement Agreement*]

38. "**Local Rules**" means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

39. "**National Union**" means National Union Fire Insurance Company of Pittsburgh, PA. [*Settlement Agreement*]

40. "**Non-Debtor Releasing Parties**" means the Debtor Corporate Parties, the Rio Tinto Corporate Parties, any successors, assigns, or representatives of any of the Debtor Corporate Parties or the Rio Tinto Corporate Parties, and any other persons claiming under or through any of them. [*Settlement Agreement*]

41. "**Parties**" means collectively the Debtors, Imerys S.A., CAMC, J&J, and the Claimant Fiduciaries. [*Settlement Agreement*]

42. "**Plan Settlement Agreements**" means collectively, (a) the Imerys Settlement, Rio Tinto/Zurich Settlement, Cyprus Settlement, and XL Settlement, and (b) the settlement approved by the Bankruptcy Court pursuant to that certain *Order (I) Approving the Settlement Agreement Among the Imerys Debtors, the Cyprus Debtor, Cyprus Amax Minerals Corporation, and Old Republic Insurance Company and (II) Approving the Sale of Certain Insurance Policies* [Imerys D.I. 6262]. [*Settlement Agreement*]

43. "**Plans' Effective Date**" means the date on which the Talc Personal Injury Trust is created. [*Settlement Agreement*]

44. "**Plans**" means the Imerys Chapter 11 Plan and the Cyprus Chapter 11 Plan, as the same may be amended or modified from time to time. [*Settlement Agreement*]

45. "**Potential Subrogated Claims**" means any claims relating to J&J Talc Claims as to which, and in the amount as to which, any RMI Managed Insurer and/or Truck made pre-petition payments to or on behalf of the Imerys Parties or the Cyprus Parties. [*Settlement Agreement*]

46. "**Reorganized Debtors**" means each of the Imerys Debtors and the Cyprus Debtor as it exists after the effective date of the Imerys Chapter 11 Plan and the Cyprus Chapter 11 Plan, as applicable. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591); Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

47. "**Rio Tinto**" means Rio Tinto America Inc. [*Settlement Agreement*]

48. "**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 to the Imerys Chapter 11 Plan, dated August 2, 2024 [Imerys D.I. 6439]. 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. [*Imerys Chapter 11 Plan, dated August 2, 2024 (Imerys D.I. 6439)*]

49. "**Rio Tinto Captive Insurers**" means Three Crowns Insurance Company (formerly known as Three Crowns Insurance Company Limited) and Metals & Minerals Insurance Company Pte. Ltd. (both in their own capacities and, as applicable, as successor to Falcon Insurance Ltd.), and any future successors or assigns of any of the foregoing but only in their capacities as such, collectively or individually, as appropriate. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

50. "**Rio Tinto/Zurich Settlement**" means that certain comprehensive settlement set forth in the Imerys Chapter 11 Plan and the Rio Tinto/Zurich Settlement Agreement and implemented by the Imerys Chapter 11 Plan (as each may be amended or supplemented from time to time) 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 Imerys Debtors, on the other hand, and consented to by the Imerys TCC and the Imerys 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 in the Imerys Chapter 11 Plan and in the Rio Tinto/Zurich Settlement Agreement. [*Imerys Chapter 11 Plan, dated August 2, 2024 (Imerys D.I. 6439)*]

51. "**RMI Managed Insurers**" means any insurer currently or previously managed by Resolute Management, Inc. [*Settlement Agreement*]

52. "**Settlement**" means the settlement set forth in the Settlement Agreement. [*J&J Settlement Motion*]

53. "**Settlement Notice**" means the notice attached as Exhibit B to the J&J Settlement Motion. [*J&J Settlement Motion*]

54. "**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. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591); Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

55. "**Talc Personal Injury Claims**" means:

a. Imerys Chapter 11 Cases: any Claim or any Talc Personal Injury Demand against one or more of the Imerys 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 or harms (whether physical, emotional or otherwise and whether or not diagnosable or manifested before Confirmation or the close of the Imerys Chapter 11 Cases), directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products in connection with the alleged pre-Effective Date acts or omissions of one or more of the Imerys Debtors or any other Entity for whose conduct one or more of the Imerys Debtors (i) have liability or (ii) are alleged to have liability by reason of an Imerys Debtor's direct or indirect ownership or control of, conduct of business, or any transaction with such Entity. Talc Personal Injury Claims include, without limitation, any such claims or demands directly or indirectly arising out of or relating to: (a) any products previously mined, processed, milled, manufactured, sold (including, without limitation, any Sale pursuant to the Sale Order) and/or distributed by an Imerys Debtor or by any other Entity for whose conduct an Imerys Debtor has liability or is alleged to have liability; (b) any materials present at any premises owned, leased, occupied or operated by any Entity for whose products, acts, omissions, business or operations one or more of the Imerys Debtors have, or are alleged to have, liability; or (c) any talc in any way connected to an Imerys Debtor 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 in the

nature of alter ego, veil piercing, successor or vicarious liability, mere continuation, fraudulent transfer or conveyance, or conspiracy, and 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 Imerys 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. 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. For the avoidance of doubt, the term "Talc Personal Injury Claim" does not encompass any Claim against a Protected Party (other than an Imerys Debtor) that does not arise out of or relate directly or indirectly to such Protected Party's current or former (i) affiliation or corporate relationship with an Imerys Debtor (including direct or indirect ownership of an Imerys Debtor or predecessor thereof), (ii) control over an Imerys Debtor or predecessor thereof, (iii) provision of insurance to or for the benefit of an Imerys Debtor, or (iv) conduct of business or transactions involving an Imerys Debtor or predecessor thereof, but does encompass any Claim against a Protected Party that is covered by or comes within any of clauses (i) – (iv) of this sentence. Notwithstanding the foregoing, Talc Personal Injury Claims do not include: (a) any claim by any present or former employee of a predecessor or Affiliate of the Imerys 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; or (b) any claims or defenses that a Settling Talc Insurance Company may have against its reinsurers and/or retrocessionaires in their capacities as such (including any reinsurers or retrocessionaires that are Released Parties) or that any reinsurer or retrocessionaire of a Settling Talc Insurance Company may have against such Settling Talc Insurance Company in its capacity as a reinsured, and nothing in the Imerys Chapter 11 Plan, the Plan Documents, or the Confirmation Order shall impair or otherwise affect the ability of any Settling Talc Insurance Company (or any reinsurer or retrocessionaire) to assert any such claim or defense in any forum; *provided* that no such claim can be asserted against the Talc Personal Injury Trust unless otherwise provided in the Imerys Chapter 11 Plan. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: any Claim or any Talc Personal Injury Demand against the Cyprus Debtor 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 or harms (whether physical, emotional or otherwise and whether or not diagnosable or manifested before Confirmation or the close of the Cyprus Chapter 11 Case), directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products in connection with the alleged pre-Effective Date acts or omissions of the Cyprus Debtor or any other Entity for whose conduct the Cyprus Debtor (i) has liability or (ii) is alleged to have liability by reason of the Cyprus Debtor's direct or

indirect ownership or control of, conduct of business, or any transaction with such Entity. Talc Personal Injury Claims include, without limitation, any such claims or demands directly or indirectly arising out of or relating to: (a) any products previously mined, processed, milled, manufactured, sold and/or distributed by the Cyprus Debtor or by any other Entity for whose conduct the Cyprus Debtor has liability or is alleged to have 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 Cyprus Debtor has, or is alleged to have, liability; or (c) any talc in any way connected to the Cyprus Debtor 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 in the nature of alter ego, veil piercing, successor or vicarious liability, mere continuation, fraudulent transfer or conveyance, or conspiracy, and 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 the Cyprus Debtor 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. 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. For the avoidance of doubt, the term "Talc Personal Injury Claim" is intended to encompass any and all pending or future Claims against any Cyprus Protected Party in any way relating to the Cyprus Debtor's (or any predecessor's) or any current or former subsidiary of the Cyprus Debtor's manufacture, distribution or other conduct relating in any way to talc or talc-containing products. For the avoidance of doubt, the term "Talc Personal Injury Claim" does not encompass any Claim against a Protected Party (other than the Cyprus Debtor) that does not arise out of or relate directly or indirectly to such Protected Party's current or former (i) affiliation or corporate relationship with the Cyprus Debtor (including direct or indirect ownership of the Cyprus Debtor or predecessor thereof), (ii) control over the Cyprus Debtor or predecessor thereof, (iii) provision of insurance to or for the benefit of a Cyprus Debtor, or (iv) conduct of business or transactions involving the Cyprus Debtor or predecessor thereof, but does encompass any Claim against a Protected Party that is covered by or comes within any of clauses (i) – (iv) of this sentence. Notwithstanding the foregoing, Talc Personal Injury Claims do not include: (a) any claim by any present or former employee of a predecessor or Affiliate of the Cyprus Debtor 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; or (b) any claims or defenses that a Settling Talc Insurance Company may have against its reinsurers and/or retrocessionaires in their capacities as such (including any reinsurers or retrocessionaires

that are Released Parties) or that any reinsurer or retrocessionaire of a Settling Talc Insurance Company may have against such Settling Talc Insurance Company in its capacity as a reinsured, and nothing in the Cyprus Chapter 11 Plan, the Plan Documents, or the Confirmation Order shall impair or otherwise affect the ability of any Settling Talc Insurance Company (or any reinsurer or retrocessionaire) to assert any such claim or defense in any forum; *provided* that no such claim can be asserted against the Talc Personal Injury Trust unless otherwise provided in the Cyprus Chapter 11 Plan. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

56. "**Talc Personal Injury Trust**" means any talc personal injury trust established under the Imerys Chapter 11 Plan or the Cyprus Chapter 11 Plan. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591); Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

57. "**TDP**" or "**Trust Distribution Procedures**" means any trust distribution procedures proposed or approved in the Imerys Cases or the Cyprus Case. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591); Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

58. "**TCCs**" means the official committees of tort claimants appointed in each of the Chapter 11 Cases, as such committees may be reconstituted from time to time. [*Settlement Agreement*]

59. "**Truck**" means Truck Insurance Exchange. [*Settlement Agreement*]

60. "**U.S. Trustee**" means the Office of the United States Trustee for the District of Delaware. [*J&J Settlement Motion*]

61. "**Zurich**" means Zurich American Insurance Company, in its own capacity and as successor-in-interest to Zurich Insurance Company, U.S. Branch. [*Settlement Agreement*]

62. "**Zurich Corporate Parties**" means Zurich, and each of its past and present parents, subsidiaries and affiliates, and, in their capacities as such, all of their respective agents and representatives, direct and indirect equity holders, and the successors and assigns of each. For the avoidance of doubt, the Zurich Corporate Parties exclude the Debtors and the Debtor Corporate Parties. [*Settlement Agreement*]

63. "**Zurich Policies**" means any and all Talc Insurance Policies issued by the Zurich Corporate Parties, including the Talc Insurance Policies listed on Schedule VI to the Imerys Chapter 11 Plan, dated August 2, 2024 [Imerys D.I. 6439]. 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.[2] [*Imerys Chapter 11 Plan, dated August 2, 2024 (Imerys D.I. 6439)*]

[2] Notwithstanding anything to the contrary contained in this glossary, the term "Zurich Corporate Parties" as used in the definition of "Zurich Policies" shall mean: "Zurich and all Persons listed on Schedule V to the Imerys Chapter 11 Plan, dated August 2, 2024 [Imerys D.I. 6439], 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 Imerys

PART II
Additional Capitalized Terms

64. "**1989 SPA**" means the Stock Purchase Agreement dated as of January 6, 1989, through which Johnson & Johnson sold Windsor Minerals, Inc. to the Cyprus Debtor. [*Settlement Agreement*]

65. "**1989 Supply Agreement**" means 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, as amended (the "**1996 Amendment to the 1989 Supply Agreement**"). [*Settlement Agreement*]

66. "**2001 Supply Agreement**" means that certain Supply Agreement between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated April 15, 2001, as amended (the "**2004 Amendment to the 2001 Supply Agreement**"). [*Settlement Agreement*]

67. "**2010 Supply Agreement**" means that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2010. [*Settlement Agreement*]

68. "**2011 Supply Agreement**" means that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2011. [*Settlement Agreement*]

69. "**Affiliate**" means, 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). [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591); Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

70. "**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. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

71. "**Asset Purchase Agreement**" means that certain Asset Purchase Agreement by and among the North American Debtors and Magris Resources Canada Inc., dated as of October 13, 2020, as amended pursuant to that certain Amendment to the Asset Purchase Agreement, dated as of October 27, 2020 (as may be further amended, restated, supplemented, or otherwise modified

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Debtors, the Imerys Protected Parties, the Cyprus Protected Parties, and the J&J Corporate Parties. [*Imerys Chapter 11 Plan, dated August 2, 2024 (Imerys D.I. 6439)*]

from time to time in accordance with the terms thereof). [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

72. "**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. [*Settlement Agreement*]

73. "**Buyer**" means Magris Resources Canada Inc., as the purchaser pursuant to the Sale Order. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

74. "**Cash**" means lawful currency of the United States of America and its equivalents. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

75. "**Channeling Injunction**" means the permanent injunction provided for in Section 12.3 of the Imerys Chapter 11 Plan with respect to Talc Personal Injury Claims (as defined in the Imerys Chapter 11 Plan) against the Protected Parties (as defined in the Imerys Chapter 11 Plan) to be issued pursuant to the Confirmation Order. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591); Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

76. "**Chapter 11 Cases**" means the Cyprus Case together with the Imerys Cases. [*Settlement Agreement*]

77. "**Claim**," when capitalized, shall have the meaning ascribed to such term in section 101(5) of the Bankruptcy Code. [*Settlement Agreement*]

78. "**Contributed Indemnity and Insurance Interests**" means the rights and interests of the Imerys Non-Debtors, if any, 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 supplement to the Imerys Chapter 11 Plan. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

79. "**Confirmation**" means entry of a Confirmation Order in the Imerys Chapter 11 Cases or the Cyprus Chapter 11 Case, as applicable. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591*); *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

80. "**Confirmation Orders**" shall mean, together, the Imerys Confirmation Order and the Cyprus Confirmation Order. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

81. "**Cooperation Agreement**" means that certain Cooperation Agreement among the Debtors, Imerys S.A., on behalf of itself and the Non-Debtor Affiliates, the Talc Personal Injury Trust, Alston & Bird LLP, and Gordon Rees Scully Mansukhani LLP, in substantially the form contained in a supplement to the Imerys Chapter 11 Plan. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591*)]

82. "**Cyprus Affiliated Parties**" means:

a. Imerys Chapter 11 Cases: for such time as the Cyprus Debtor was a subsidiary of CAMC or its predecessors, and solely in their capacity as such: (i) direct or indirect shareholders of CAMC or its predecessors; (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 Cyprus Corporate Parties; and (iii) with respect to each of the foregoing Persons in clauses (i) and (ii), each such Person's respective heirs, executors, estates, and nominees, as applicable. For the avoidance of doubt, the Cyprus Affiliated Parties exclude the J&J Corporate Parties, the Rio Tinto Corporate Parties, the Imerys Corporate Parties, and the Imerys Debtors. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: for such time as the Cyprus Debtor was a subsidiary of CAMC or its predecessors, and solely in their capacity as such: (i) direct or indirect shareholders of CAMC or its predecessors; (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 Cyprus Debtor and the Cyprus Corporate Parties; and (iii) with respect to each of the foregoing Persons in clauses (i) and (ii), each such Person's respective heirs, executors, estates, and nominees, as applicable. For the avoidance of doubt, the Cyprus Affiliated Parties exclude the J&J Corporate Parties, the Rio Tinto Corporate Parties, the Imerys Debtors, and the Imerys Corporate Parties [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

83. "**Cyprus Alternative Account**" means a bank account of the Cyprus Debtor other than the Cyprus Default Account or, by agreement of the Cyprus Parties, an escrow account or "qualified settlement fund" (within the meaning of Treasury Regulations Section 1.468B-1) with terms agreed between the Cyprus Parties and reasonably acceptable to the TCC and FCR appointed in the Cyprus Chapter 11 Case. [*Settlement Agreement*]

84. "**Cyprus Chapter 11 Plan**" means the *First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code*, dated January 31, 2024 [Cyprus D.I. 2132], as may be amended or modified from time to time. [*Settlement Agreement, "Plans"*]

85. **"Cyprus Confirmation Order"** shall mean the order entered by the Bankruptcy Court confirming the Cyprus Chapter 11 Plan pursuant to section 1129 of the Bankruptcy Code. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

86. "**Cyprus Corporate Parties**" means:

a. Imerys Chapter 11 Cases: (a) Freeport, (b) CAMC, (c) the Cyprus Debtor, (d) the Persons listed on Schedule VII to the Imerys Chapter 11 Plan, each of which is directly or indirectly owned or controlled by Freeport, CAMC, and/or the Cyprus Debtor, and (e) any future successors or assigns of Freeport, CAMC, the Cyprus Debtor, and/or the Persons or Entities listed on Schedule VII to the Imerys Chapter 11 Plan, solely in their capacities as such. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: (a) Freeport, (b) CAMC, (c) the Persons listed on Schedule I to the Cyprus Chapter 11 Plan, each of which is directly or indirectly owned or controlled by Freeport, CAMC, and/or the Cyprus Debtor, and (d) any future successors or assigns of Freeport, CAMC, the Cyprus Debtor, and/or the Persons or Entities listed on Schedule I to the Cyprus Chapter 11 Plan, solely in their capacities as such. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

87. "**Cyprus Default Account**" means the bank account of the Cyprus Debtor designated on Schedule IV of the Settlement Agreement. [*Settlement Agreement*]

88. "**Cyprus Designated Account**" means (i) if, on or before the date that is two (2) Business Days after the Trigger Date, the Cyprus Debtor provides J&J a Form W-9 containing the applicable tax identification number and bank account information sufficient to make the required wire transfer(s) to a Cyprus Alternative Account, such Cyprus Alternative Account, or (ii) if the Cyprus Debtor fails to provide such information on or before the date that is two (2) Business Days after the Trigger Date, the Cyprus Default Account. In the event the Cyprus Designated Account is in the form of an escrow account or qualified settlement fund, the terms of any agreement governing such escrow account or qualified settlement fund shall provide that, in the event the Plans do not become effective, including if one of the Plans is withdrawn, the Bankruptcy Court or the District Court denies confirmation, or any confirmation order is reversed or vacated, the amounts held in or payable to such account or fund will revert to and be retained by the Cyprus Debtor. [*Settlement Agreement*]

89. "**Cyprus Plan Proponents**" means, collectively, the Cyprus Debtor, CAMC, the Cyprus TCC, and the Cyprus FCR. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

90. "**Cyprus Protected Parties**" means:

a. Imerys Chapter 11 Cases: the Cyprus Corporate Parties and the Cyprus Affiliated Parties. With regard to Amoco Corporation or any successor or predecessor thereto that is not otherwise a Protected Party (collectively, "Amoco"): (i) with respect to any talc-related claims or liabilities relating to its indirect or direct ownership of the Cyprus Debtor prior to July 1, 1985, including any talc-related claim or liability that could give rise to any claim against CAMC under the Memorandum of Agreement dated June 28, 1985 between Amoco Corporation and Cyprus Minerals Company, Amoco shall be a Cyprus Protected Party, and (ii) with respect to any indemnity or similar obligations that it undertook after July 1, 1985, including to any Cyprus Talc Insurance Company with respect to any Cyprus Talc Insurance Policy, Amoco shall not be a Cyprus Protected Party. For the avoidance of doubt, the Cyprus Protected Parties exclude the Imerys Debtors, the Imerys Protected Parties, the Rio Tinto Protected Parties, the Zurich Protected Parties, the XL Protected Parties, and the J&J Corporate Parties. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: the Cyprus Corporate Parties and the Cyprus Affiliated Parties. With regard to Amoco Corporation or any successor or predecessor thereto that is not otherwise a Protected Party (collectively, "Amoco"): (i) with respect to

any talc-related claims or liabilities relating to its indirect or direct ownership of the Cyprus Debtor prior to July 1, 1985, including any talc-related claim or liability that could give rise to any claim against CAMC under the Memorandum of Agreement dated June 28, 1985 between Amoco Corporation and Cyprus Minerals Company, Amoco shall be a Cyprus Protected Party, and (ii) with respect to any indemnity or similar obligations that it undertook after July 1, 1985, including to any Talc Insurance Company with respect to any Talc Insurance Policy, Amoco shall not be a Cyprus Protected Party. For the avoidance of doubt, the Cyprus Protected Parties exclude the Imerys Released Parties and the J&J Corporate Parties. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

91. "**Cyprus Settlement**" means that certain comprehensive settlement by and among the Cyprus Debtor, CAMC, Freeport, the Imerys Debtors, the FCRs, and the TCCs, the terms of which are set forth in and implemented by the Imerys Chapter 11 Plan and the Cyprus Chapter 11 Plan [*Imerys Chapter 11 Plan, dated August 2, 2024 (Imerys D.I. 6439)*]

92. "**Debtor Corporate Parties**" means Imerys S.A. and CAMC and each of their past and present parents, subsidiaries and affiliates, and, in their capacities as such, all of their respective agents and representatives, direct and indirect equity holders, and the successors and assigns of each. For the avoidance of doubt, Debtor Corporate Parties includes each of the entities listed on Schedule I and Schedule II of the Settlement Agreement, and excludes (x) the Debtors and (y) the J&J Corporate Parties and their affiliates. [*Settlement Agreement*]

93. "**Debtors' Policies**" mean any Cyprus Talc Insurance Policy, except, for the purposes of the Settlement Agreement, Cyprus Talc Insurance Policy does not include any J&J Policies. [*Settlement Agreement*]

94. "**Designated Accounts**" means each of the Cyprus Designated Account and the Imerys Designated Account. [*Settlement Agreement*]

95. "**Direct Talc Personal Injury Claim**" means a Talc Personal Injury Claim that is not an Indirect Talc Personal Injury Claim. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591); Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

96. "**District Court**" means the United States District Court for the District of Delaware. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

97. "**Document Access Agreement**" means that certain Document Access Agreement substantially in the form attached to a supplement to the Cyprus Chapter 11 Plan, as more fully described in Section 10.6.7 of the Cyprus Chapter 11 Plan. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

98. "**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 Imerys Chapter 11 Plan or the Cyprus Chapter 11 Plan have been satisfied or waived pursuant to Section 9.3 of the Imerys Chapter 11 Plan and Cyprus Chapter 11 Plan (each as applicable). [*Imerys Chapter 11*

Plan, dated September 27, 2024 (Imerys D.I. 6591); *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

99. "**Entity**" has the meaning ascribed to such term in section 101(15) of the Bankruptcy Code. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

100. "**Escrow Account**" means the escrow account which the Parties shall cooperate in good faith to open after the Execution Date, which shall be held by an escrow agent pursuant to an escrow agreement. [*Settlement Agreement*]

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

102. "**Estate Causes of Action Against J&J**" shall refer to 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 a Debtor or its Estate (including, without limitation, claims assertable by the TCCs or FCRs, or by any other creditors, on behalf of any Debtor or its Estate), whether or not asserted, whether known or unknown, in law, at equity or otherwise, whenever and wherever arising under the laws of any jurisdiction against any J&J Corporate Party. [*Settlement Agreement*]

103. "**FCRs**" means:

a. Imerys Chapter 11 Cases: 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 Claims in the future, but who are currently unknown. "FCR" stands for Future Claimants' Representative. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: Roger Frankel (or any Bankruptcy Court-appointed successor), in his capacity as the legal representative for any and all persons who may assert Talc Personal Injury Claims in the future, but who are currently unknown. "FCR" stands for Future Claimants' Representative. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

104. "**Freeport**" means Freeport-McMoRan Inc. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

105. "**Home**" means The Home Insurance Company in Liquidation. [*Settlement Agreement*]

106. "**Imerys Affiliated Parties**" means, in each case during the times the Imerys 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 Imerys Debtors; and (iii) with respect to each of the foregoing Persons in clauses (i) and (ii), each such Person's respective heirs, executors, estates, and nominees, as applicable. For the avoidance of doubt, the Imerys Affiliated Parties exclude the J&J Corporate Parties, the Rio Tinto Corporate Parties, and the Cyprus Corporate Parties. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

107. "**Imerys Alternative Account**" means a bank account of an Imerys Debtor other than the Imerys Default Account or, by agreement of the Imerys Parties, an escrow account or "qualified settlement fund" (within the meaning of Treasury Regulations Section 1.468B-1) with terms agreed between the Imerys Parties and reasonably acceptable to the TCC and FCR appointed in the Imerys Chapter 11 Cases. [*Settlement Agreement*]

108. "**Imerys Chapter 11 Plan**" means the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code,* dated January 31, 2024 [Imerys D.I. 6051], as the same may be amended or modified from time to time. [*Settlement Agreement, "Plans"*]

109. "**Imerys Confirmation Order**" means the order entered by the Bankruptcy Court confirming the Imerys Chapter 11 Plan pursuant to section 1129 of the Bankruptcy Code. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

110. "**Imerys Corporate Parties**" means Imerys S.A. and all Persons listed on Schedule I to the Imerys Chapter 11 Plan, each of which are or were Affiliates of Imerys S.A. during the time that the Imerys Debtors were owned or controlled by Imerys S.A., and the successors and assigns of such Persons, solely in their capacity as such. Schedule I to the Imerys Chapter 11 Plan is an exclusive list and does not include, among others, the J&J Corporate Parties, the Rio Tinto Corporate Parties, or the Cyprus Corporate Parties. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

111. "**Imerys Default Account**" means the bank account of an Imerys Debtor designated in Schedule IV of the Settlement Agreement. [*Settlement Agreement*]

112. "**Imerys Designated Account**" means (i) if on or before the date that is two (2) Business Days after the Trigger Date the Imerys Debtors provide J&J a Form W-9 containing the applicable tax identification number and bank account information sufficient to make the required wire transfer(s) to an Imerys Alternative Account, such Imerys Alternative Account, or (ii) if the Imerys Debtors fail to provide such information on or before the date that is two (2) Business Days after the Trigger Date, the Imerys Default Account. In the event the Imerys Designated Account is in the form of an escrow account or qualified settlement fund, the terms of any agreement governing such escrow account or qualified settlement fund shall provide that, in the event the Plans do not become effective, including if one of the Plans is withdrawn, the Bankruptcy Court or the District Court denies confirmation, or any confirmation order is reversed or vacated, the amounts held in or payable to such account or fund will revert to and be retained by the Imerys Debtors. [*Settlement Agreement*]

113. "**Imerys Plan Proponents**" means collectively, the Imerys Debtors, the Imerys TCC, the Imerys FCR, and Imerys S.A., on behalf of itself and all Persons listed on Schedule II to

the Imerys Chapter 11 Plan, each of which Imerys S.A. has direct or indirect ownership or other control. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

114. "**Imerys Protected Parties**" means the Imerys Corporate Parties and the Imerys Affiliated Parties. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

115. "**Imerys Released Parties**" means the Imerys Debtors and the Imerys Protected Parties. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

116. "**Imerys Settlement**" means that certain comprehensive settlement by and among the Imerys Plan Proponents, the terms of which are set forth and implemented in the Imerys Chapter 11 Plan. [*Imerys Chapter 11 Plan, dated August 2, 2024 (Imerys D.I. 6439)*]

117. "**Imerys Talc Insurance Policies**" means any insurance policy currently or previously in effect at any time on or before the Effective Date naming the Imerys Debtors (or any predecessor, subsidiary, or past or present Affiliate of the Imerys 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 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 any plan supplement, Schedule III to the Imerys Chapter 11 Plan, and Schedule VI to the Imerys Chapter 11 Plan. Notwithstanding the foregoing, Talc Insurance Policies shall not include any policy providing reinsurance to any Settling Talc Insurance Company. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

118. "**Insurance Recoveries**" means any funds received by any J&J Corporate Party arising out of or relating to coverage under the J&J Policies for talc claims against J&J, including the proceeds of any settlement agreements with any insurance carrier, any insurer's reimbursement of defense costs, payments, settlements, or judgments, and the proceeds of any judgment against any insurer or insurers. Insurance Recoveries include any settlement or reimbursement received on or after April 29, 2024 relating to talc claims against J&J, including approximately $167,000,000 J&J believes it will recover, as referenced in Section 5.2 of the Settlement Agreement. For the avoidance of doubt, Insurance Recoveries do not include (i) amounts recovered or received by J&J from Middlesex or in connection with any insurance policy issued by Middlesex to another J&J Corporate Party, including defense cost recoveries paid to J&J Corporate Parties by Middlesex; and (ii) the Home Proceeds. [*Settlement Agreement*]

119. "**ITA**" means Imerys Talc America, Inc. [*Settlement Agreement*]

120. "**ITC**" means Imerys Talc Canada Inc. [*Settlement Agreement*]

121. "**ITI**" means Imerys Talc Italy S.p.A. [*Settlement Agreement*]

122. "**ITV**" means Imerys Talc Vermont, Inc. [*Settlement Agreement*]

123. "**J&J Settlement Motion**" shall refer to a motion filed by the Imerys Debtors and the Cyprus Debtor in their respective Chapter 11 Cases supported by each of the Parties. Such motion shall be in form and substance acceptable to each of the Parties and shall seek (i) approval

of the Settlement Agreement and the J&J Buyback pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and (ii) entry of the J&J Settlement Order. [*Settlement Agreement*]

124. "**J&J Settlement Order**" means an order issued by the Bankruptcy Court in form and substance acceptable to each of the Parties as well as to Rio Tinto and Zurich (but, as to Rio Tinto and Zurich, only with respect to any matter impacting their respective rights), approving the Settlement Agreement, the J&J Buyback, and the J&J Settlement Motion pursuant to sections 363 and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 and containing the following provisions: (i) the J&J Buyback (a) represents a sound exercise of the Debtors' business judgment and is in the best interest of the Debtors and their Estates, and otherwise complies with section 363 of the Bankruptcy Code; (b) meets the requirements for a sale of the rights of the Debtors and their Estates under the J&J Agreements and the Debtor J&J Released Claims held by the Debtors and/or their Estates, free and clear of any interests and claims of third parties in such property, including any claim of any person or entity on account of, based upon, directly or indirectly arising from, or in any way relating to any alleged right, claim, or interest of the Debtors and/or their Estates, or any of them, in the J&J Agreements and/or the Debtor J&J Released Claims, including subrogation claims (except as provided in Section 6.1 of the Settlement Agreement), pursuant to section 363(f) of the Bankruptcy Code; and (c) constitutes a purchase by J&J in good faith pursuant to section 363(m) of the Bankruptcy Code, rendering the provisions of section 363(m) applicable; (ii) the settlement and mutual releases contained in the Settlement Agreement are in the best interests of the Estates; (iii) the Agreement and the J&J Buyback were negotiated at arm's length, without collusion or fraud, and in good faith; (iv) the total consideration provided by the J&J Corporate Parties constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable law, and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law; (v) the Settlement Agreement and the J&J Buyback are not being entered into and consummated for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law; (vi) approval of the irrevocable and unconditional mutual releases as set forth in the J&J Settlement Order, subject to the conditions precedent and subsequent set forth in the Settlement Agreement, including the making of the J&J Initial Payment and J&J's obligations with respect to the J&J Insurance Payments and Home Proceeds; (vii) J&J would not have entered into the Settlement Agreement and would not consummate the J&J Buyback if the J&J Agreements and Debtor J&J Released Claims held by the Debtors and/or their Estates were not free and clear of all liens, claims and encumbrances, including subrogation claims (except as provided for in Section 6.1); (viii) the Debtors are authorized to sell (a) their rights and claims against the J&J Corporate Parties under the J&J Agreements and under common law and (b) the Debtor J&J Released Claims, held by the Debtors and/or their Estates free and clear of all liens, claims, and encumbrances, including subrogation claims (except as provided for in Section 6.1), because, with respect to each person or entity asserting a lien, claim or encumbrance, one or more of the standards set forth in section 363(f)(l)-(5) of the Bankruptcy Code has been satisfied; (ix) except as provided for in Section 6.1, each person or entity asserting a lien, claim, or encumbrance in the J&J Agreements and/or Debtor J&J Released Claims held by the Debtors and/or their Estates (a) has consented to the J&J Buyback, (b) could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest, and/or (c) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code;

(x) an injunction, consistent with Section 6.3 of the Settlement Agreement, enjoining the Debtors, the Reorganized Debtors, the Debtor Corporate Parties, and the Talc Personal Injury Trust from commencing, prosecuting, or otherwise pursuing any insurance coverage for J&J Talc Claims; and (xi) the J&J Settlement Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). [*Settlement Agreement*]

125. "**LLT**" means LLT Management LLC (f/k/a LTL Management LLC). [*Settlement Agreement*]

126. "**Lung Cancer**" shall mean a primary lung cancer (i.e., a lung cancer that originates in the lungs and is unrelated to any previous cancer as opposed to a lung cancer that has spread to the lungs from another part of the body). [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

127. "**Lung Cancer Claim**" shall mean a Talc Personal Injury Claim for Lung Cancer. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

128. "**Mesothelioma Claim**" mean a Talc Personal Injury Claim for Mesothelioma Cosmetic A, Mesothelioma Cosmetic B, Mesothelioma Industrial A, or Mesothelioma Industrial B. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

129. "**Mesothelioma Cosmetic A**" shall have the meaning ascribed to such term in the definition of Regular or Routine Exposure to Cosmetic Talc. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

130. "**Mesothelioma Cosmetic B**" shall have the meaning ascribed to such term in the definition of Regular or Routine Exposure to Cosmetic Talc. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

131. "**Mesothelioma Industrial A**" shall have the meaning ascribed to such term in the definition of Regular or Routine Exposure to Industrial Talc. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

132. "**Mesothelioma Industrial B**" shall have the meaning ascribed to such term in the definition of Regular or Routine Exposure to Industrial Talc. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

133. "**Middlesex**" means Middlesex Assurance Company Limited. [*Settlement Agreement*]

134. "**New Holdco**" means Johnson & Johnson Holdco (NA) Inc. (f/k/a J&J Intermediate Holding Corp.) [*Settlement Agreement*]

135. "**North American Debtors**" means ITA, ITV, and ITC. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

136. "**Old Holdco**" means Johnson & Johnson Holdco (NA) Inc. (f/k/a Johnson & Johnson Consumer Inc.). [*Settlement Agreement*]

137. "**Ovarian Cancer**" shall mean epithelial ovarian cancer (serous, endometrioid, undifferentiated, clear cell and borderline), fallopian tube cancer, or primary peritoneal cancer. For the avoidance of doubt, Ovarian Cancer includes Ovarian Cancer I through IV. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

138. "**Ovarian Cancer IV**" shall mean: (a) a diagnosis of Stage IV Ovarian Cancer of a person with serous, endometrioid, clear cell or undifferentiated Ovarian Cancer, or (b) recurrence of or death from serous, endometrioid, clear cell, or undifferentiated Ovarian Cancer. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

139. "**Ovarian Cancer III**" shall mean a diagnosis of Stage III Ovarian Cancer of a person with serous, endometrioid, clear cell, or undifferentiated Ovarian Cancer. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

140. "**Ovarian Cancer II**" shall mean a diagnosis of Stage II Ovarian Cancer of a person with serous, endometrioid, clear cell, or undifferentiated Ovarian Cancer. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

141. "**Ovarian Cancer I**" shall mean (i) a diagnosis of Stage I Ovarian Cancer of a person with serous, endometrioid, clear cell, or undifferentiated Ovarian Cancer, and (ii) all borderline serous and endometrioid Ovarian Cancers. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

142. "**Ovarian Cancer Claim**" shall mean a Talc Personal Injury Claim for Ovarian Cancer. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591*); *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

143. "**Pecos River**" means Pecos River Talc LLC. [*Settlement Agreement*]

144. "**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. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

145. "**Petition Date**" means, with respect to the Imerys Debtors, February 13, 2019, and with respect to the Cyprus Debtor, means February 11, 2021. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591*); *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

146. "**Plan Documents**" means:

a. Imerys Chapter 11 Cases: the Imerys Chapter 11 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). [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: the Cyprus Chapter 11 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). [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

147. "**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plans filed by the Debtors, with terms consistent with the Plans, no later than fourteen (14) days prior to the earlier of (i) the deadline for submission of Ballots (as defined in the Voting Procedures) to vote to accept or reject the Plans, or (ii) the deadline to object to Confirmation of the Plans, 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. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591*); *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

148. "**Protected Parties**" means:

a. Imerys Chapter 11 Cases: any of the following: (a) the Imerys Debtors and any Person who served as a director or officer of any Imerys Debtor at any time during the Imerys Chapter 11 Cases, but solely in such Person's capacity as such; (b) the Imerys 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 Imerys Debtors, the Imerys 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; (g) the Rio Tinto Protected Parties; and (h) the Cyprus Protected Parties. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: any of the following: (a) the Cyprus Debtor; (b) the Cyprus Reorganized Debtor; (c) the Imerys Released Parties; (d) the Cyprus Protected Parties; (e) the Settling Talc Insurance Companies; and (f) any Person, except for the Talc Personal Injury Trust, that, pursuant to the Cyprus Chapter 11 Plan or otherwise, after the Effective Date, becomes a direct or indirect transferee of, or successor to, the Cyprus Debtor, the Reorganized Debtor, 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). [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

149. "**Post-Effective Date FCRs**" means (i) the Post-Effective Date Ovarian Cancer FCR and (ii) the Post-Effective Date Mesothelioma / Lung Cancer FCR. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

150. "**Post-Effective Date Mesothelioma / Lung Cancer FCR**" shall mean a future claimants representative appointed at the hearing(s) with respect to confirmation of the Plans (or any successor appointed pursuant to the Talc Personal Injury Trust Agreement), each in their capacity as a legal representative for any and all persons who may, in the future, assert a Talc Personal Injury Claim associated with a Mesothelioma Claim or a Lung Cancer Claim, and any other Talc Personal Injury Claim that might be paid from Fund B. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

151. "**Post-Effective Date Ovarian Cancer FCR**" shall mean a future claimants representative to be appointed at the hearing(s) with respect to confirmation of the Plans (or any successor appointed pursuant to the Talc Personal Injury Trust Agreement), each in their capacity as a legal representative for any and all persons who may, in the future, assert a Talc Personal Injury Claim associated with an Ovarian Cancer Claim, and any other Talc Personal Injury Claim that might be paid from Fund A. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

152. "**Red River**" means Red River Talc LLC. [*Settlement Agreement*]

153. "**Regular or Routine Exposure to Cosmetic Talc**" shall mean as follows: (i) for holders of Talc Personal Injury Claims asserting Mesothelioma, regular Cyprus Talc and/or Imerys Talc exposure through cosmetic products for a period of at least 3 years and no other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a "**Mesothelioma Cosmetic A**" claim); (ii) for holders of Talc Personal Injury Claims asserting Mesothelioma, regular Cyprus Talc and/or Imerys Talc exposure through cosmetic products for a period of at least 3 years and other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a "**Mesothelioma Cosmetic B**" claim); and (iii) for holders of Talc Personal Injury Claims asserting Lung Cancer, regular Cyprus Talc and/or Imerys Talc exposure through cosmetic products for a period of at least 15 years and no other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a "**Lung Cancer Cosmetic Talc**" claim). [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

154. "**Regular or Routine Exposure to Industrial Talc**" shall mean as follows: (i) for holders of Talc Personal Injury Claims asserting Mesothelioma, regular Cyprus Talc and/or Imerys Talc exposure in an industrial setting for a period of at least 1 year and no other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a "**Mesothelioma Industrial A**" claim); (ii) for holders of Talc Personal Injury Claims asserting Mesothelioma, regular Cyprus Talc and/or Imerys Talc exposure in an industrial setting for a period of at least 1 year and other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a "**Mesothelioma Industrial B**" claim); and (iii) for holders of Talc Personal Injury Claims asserting Lung Cancer, regular Cyprus Talc and/or Imerys Talc exposure in an industrial setting for a period of at least 10 years and no other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a "**Lung Cancer Industrial Talc**" claim). [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

155. "**Reorganized ITV**" means ITV as it exists on and after the Effective Date. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

156. "**Rio Tinto Cash Contribution**" means, 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. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

157. "**Rio Tinto Corporate Parties**" means Rio Tinto and each of its past and present parents, subsidiaries and affiliates, and, in their capacities as such, all of their respective agents and representatives, direct and indirect equity holders, and the successors and assigns of each. For the avoidance of doubt, the Rio Tinto Corporate Parties include the Rio Tinto Captive Insurers, and exclude the Debtors and the Debtor Corporate Parties. [*Settlement Agreement*]

158. "**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 Imerys Debtors, the Imerys Protected Parties, the Cyprus Protected Parties, the XL Protected Parties, and the J&J Corporate Parties. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

159. "**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. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

160. "**Rio Tinto/Zurich Credit Contribution**" means, with respect to the appropriate Rio Tinto Corporate Parties and the appropriate Zurich Corporate Parties, (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 Imerys 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; *provided*, however, that 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.[3] [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

161. "**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 Imerys 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 Imerys Debtors in the Rio Tinto Captive Insurer Policies and the Zurich Policies, in substantially the form attached as Exhibit C to the Imerys Chapter 11 Plan, as it may be amended from time to time. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

162. "**Rio Tinto/Zurich Trigger Date**" means the date that the Imerys TCC 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. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

163. "**Sale**" means the sale of substantially all of the assets of the North American Debtors to the Buyer pursuant to the Asset Purchase Agreement, as approved by the Sale Order. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

164. "**Sale Order**" means the *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* [Imerys D.I. 2539]. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

165. "**Settled Talc Insurance Policy**" means any Talc Insurance Policy that is released pursuant to a Talc Insurance Settlement Agreement. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

166. "**Settling Talc Insurance Company**" means:

[3] Notwithstanding anything to the contrary contained in this glossary, the term "Zurich Corporate Parties" as used in the definition of "Rio Tinto/Zurich Credit Contribution" shall mean: "Zurich and all Persons listed on Schedule V to the Imerys Chapter 11 Plan, dated September 27, 2024 [Imerys D.I. 6591], 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 Imerys Debtors, the Imerys Protected Parties, the Cyprus Protected Parties, and the J&J Corporate Parties. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

a. Imerys Chapter 11 Cases: solely with respect to Settled Talc Insurance Policies: (a) the Zurich Protected Parties; (b) the Rio Tinto Captive Insurers; (c) the Cyprus Settling Talc Insurance Companies; (d) the XL Protected Parties; (e) 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 Imerys Debtors, the Imerys TCC, and the Imerys FCR, in the Confirmation Order and/or the Affirmation Order, to be a Settling Talc Insurance Company; and (f) 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 Committees, and the Post-Effective Date FCRs; 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. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: solely with respect to Settled Talc Insurance Policies (a) prior to the Effective Date, any 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 Cyprus Debtor, the Cyprus TCC, and the Cyprus FCR, in the Confirmation Order and/or the Affirmation Order, to be a Settling Talc Insurance Company; and (b) 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 Committees, and the Post-Effective Date FCRs; 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. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

167. "**Talc Insurance Policies**" means the Imerys Talc Insurance Policies and the Cyprus Talc Insurance Policies. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

168. "**Talc Insurance Settlement Agreement**" means:

a. Imerys Chapter 11 Cases: (a) the Rio Tinto/Zurich Settlement Agreement, (b) the XL Settlement Agreement, and (c) any other settlement agreement entered into after the Petition Date by and among (i) any Talc Insurance Company, on the one hand, and (ii) one or more of the Debtors and consented to by the Imerys TCC and the Imerys FCR (or the Talc Personal Injury Trust, the Talc Trust Advisory Committees and the Post-Effective Date FCRs, after the Effective Date), on the other hand, in which a Talc Insurance Policy and/or the Imerys Debtors' rights thereunder with respect to Talc Personal Injury Claims are released. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: any settlement agreement entered into after the Petition Date by and among (i) any Talc Insurance Company, on the one hand, and (ii) the Cyprus Debtor, and consented to by the Cyprus TCC and the Cyprus FCR (or the Talc

Personal Injury Trust, the Talc Trust Advisory Committees and the Post-Effective Date FCRs, after the Effective Date) on the other hand, in which a Talc Insurance Policy and/or the Cyprus Debtor's rights thereunder with respect to Talc Personal Injury Claims are released [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

169. "**Talc Personal Injury Demand**" means:

a. Imerys Chapter 11 Cases: a demand for payment, present or future, against one or more of the Imerys Debtors or any Protected Party that (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 Documents. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: a demand for payment, present or future, against the Cyprus Debtor or any Protected Party that (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 Documents. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

170. "**Talc Personal Injury Trust Agreement**" means:

a. Imerys Chapter 11 Cases: that certain trust agreement, substantially in the form attached to the Imerys Chapter 11 Plan as Exhibit B. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: that certain trust agreement, substantially in the form attached to the Cyprus Chapter 11 Plan as Exhibit A. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

171. "**Talc Personal Injury Trust Documents**" means:

a. Imerys Chapter 11 Cases: 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 form and substance of such documents shall be acceptable to the Plan Proponents and the Cyprus Plan Proponents, and (ii) after the Effective Date, the Plan Proponents and the Cyprus 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 or Article XII of the Cyprus Chapter 11 Plan. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

b. Cyprus Chapter 11 Case: the Talc Personal Injury Trust Agreement, the Trust Distribution Procedures, the Document Access 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. With respect to the Talc Personal Injury Trust Agreement and the Trust Distribution Procedures, (i) prior to the Effective Date, the form and substance of such documents shall be acceptable to the Plan Proponents and the Imerys Plan Proponents, and (ii) after the Effective Date, the Plan Proponents and the Imerys 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 or in Article XII of the Imerys Chapter 11 Plan. [*Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

172. "**Talc Trust Advisory Committees"** means the Ovarian Cancer TAC and the Mesothelioma / Lung Cancer TAC, in each case, as appointed and serving in accordance with Section 4.5 of the Plans, and having the powers, duties and obligations set forth in the Talc Personal Injury Trust Agreement. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

173. "**Trigger Date**" means the earliest date on which all of the following conditions precedent have occurred: (i) the Imerys Debtors and the Cyprus Debtor each have filed the J&J Settlement Motion in their respective Chapter 11 Cases, (ii) the Bankruptcy Court has entered the J&J Settlement Order, and (iii) the Voting Affirmation Date. [*Settlement Agreement*]

174. "**Voting Affirmation Date**" means the date after the Voting Certification has been filed with the Bankruptcy Court in the Chapter 11 Cases evidencing requisite claimant approval of the Plans on which either (i) the Voting Objection Deadline has expired without (a) any Voting Objection being filed or (b) Voting Objection(s) being filed before expiration of the Voting Objection Deadline that, in the reasonable discretion of each of the Imerys Parties, Cyprus Parties and the Claimant Fiduciaries, if granted, individually or collectively could result in one or both of the Plans not having received requisite claimant approval or (ii) if one or more Voting Objection(s) are filed before expiration of the Voting Objection Deadline that, in the reasonable discretion of each of the Imerys Parties, Cyprus Parties and the Claimant Fiduciaries, if granted, individually or collectively could result in one or both of the Plans not having received requisite claimant approval, such Voting Objection(s) are resolved by the applicable parties or the Bankruptcy Court in a manner that confirms both of the Plans have received requisite claimant approval. [*Settlement Agreement*]

175. "**Voting Certification**" means the certifications of (i) the amount and number of Claims in Class 4 accepting or rejecting the Imerys Chapter 11 Plan and (ii) the amount and number of Claims in Class 4 accepting or rejecting the Cyprus Chapter 11 Plan. [*Motion of Debtors for Entry of Order (I) Approving Disclosure Statements for the (A) Second Joint Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code and (B) First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code, and the Form and Manner of Notice of Hearing*

Thereon, (II) Establishing Combined Solicitation Procedures, (III) Approving Forms of Ballots, (IV) Scheduling a Joint Hearing to Consider Confirmation of the Plans, (V) Approving Procedures for Notice of the Joint Hearing and for Filing Objections to Confirmation of the Plans, and (VI) Granting Related Relief (Imerys D.I 6079; Cyprus D.I. 2160)]

176. "**Voting Objection**" means (i) a request that the Bankruptcy Court designate an entity on the basis that its acceptance or rejection of either Plan was not in good faith, or was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code and (ii) any other objection to the Voting Certification or to any one or more vote(s) accepting or rejecting either Plan. [*Settlement Agreement*]

177. "**Voting Objection Deadline**" means the last day upon which any party in interest may file a Voting Objection. [*Settlement Agreement*]

178. **"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 Debtor entitled to vote on the Plans. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*; *Cyprus Chapter 11 Plan, dated September 27, 2024 (Cyprus D.I. 2545)*]

179. "**Zurich Cash Contribution**" means $260 million, which Zurich will contribute, or cause to be contributed, to the Talc Personal Injury Trust. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

180. "**XL**" means XL Insurance America, Inc. [*Settlement Agreement*]

181. "**XL California Fire Claim Contribution**" means (a) $1 million, which XL will contribute, or cause to be contributed, to the Talc Personal Injury Trust, and (b) $1.25 million, which XL will pay to Imerys Filtration Minerals, Inc. (a Non-Debtor Covered Entity) in consideration for the release of claims for insurance coverage arising from the settlement of a lawsuit styled as California Department of Forestry & Fire Protection v. Imerys Filtration Minerals, Inc., et al., Santa Barbara County Superior Court, Case No. 16CV02133. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

182. "**XL Cash Contribution**" means $28.25 million, which XL will contribute, or cause to be contributed, to the Talc Personal Injury Trust. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

183. "**XL Contribution**" means, collectively, (a) the XL Cash Contribution and (b) the XL California Fire Claim Contribution. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

184. "**XL Corporate Parties**" means XL and the entities listed on Exhibit 3 to the XL Settlement Agreement. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

185. "**XL Policies**" means any and all Talc Insurance Policies issued by the XL Corporate Parties, including the Talc Insurance Policies listed on Schedule X to the Imerys Chapter

11 Plan. For the avoidance of doubt, the XL Policies shall not include international insurance policies issued to Imerys S.A. by XL Insurance Company Ltd., including policy numbers FR00003071LI11A, FR00003071LI12A, and FR00003071LI13A. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

186. "**XL Protected Parties**" means (a) the XL Corporate Parties; (b) the direct or indirect shareholders of the XL Corporate Parties; (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 XL Corporate Parties; and (d) with respect to each of the foregoing Person 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 XL Protected Parties exclude the Imerys Debtors, the Imerys Protected Parties, the Rio Tinto Protected Parties, the Zurich Protected Parties, the Cyprus Protected Parties, and J&J. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

187. "**XL Settlement**" means that certain comprehensive settlement set forth in the Imerys Chapter 11 Plan and the XL Settlement Agreement and implemented by the Imerys Chapter 11 Plan by and among: (i) XL, on behalf of itself and for the benefit of the XL Protected Parties, (ii) the Imerys Debtors, and (iii) Imerys USA, on behalf of itself and the other Non-Debtor Covered Entities, and consented to by the Imerys Tort Claimants' Committee and the Imerys FCR, pursuant to which, in exchange for the XL Contribution, the XL Protected Parties receive the benefit of the Channeling Injunction and other protections set forth in the Imerys Chapter 11 Plan and in the XL Settlement Agreement. [*Imerys Chapter 11 Plan, dated August 2, 2024 (Imerys D.I. 6439)*]

188. "**XL Settlement Agreement**" means the XL Settlement Agreement among XL, the Imerys Debtors, and Imerys USA, providing for, *inter alia*, the free and clear sale, pursuant to section 363 of the Bankruptcy Code, of any and all rights and interests in the XL Policies, in substantially the form attached as Exhibit E to the Imerys Chapter 11 Plan. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

189. "**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 Imerys Debtors, the Imerys Protected Parties, the Cyprus Protected Parties, the XL Protected Parties, and the J&J Corporate Parties.[4] [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

[4] Notwithstanding anything to the contrary contained in this glossary, the term "Zurich Corporate Parties" as used in the definition of "Zurich Protected Parties" shall mean: "Zurich and all Persons listed on Schedule V to the Imerys Chapter 11 Plan, dated September 27, 2024 [Imerys D.I. 6591], 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 Imerys Debtors, the Imerys Protected Parties, the Cyprus Protected Parties, and the J&J Corporate Parties. [*Imerys Chapter 11 Plan, dated September 27, 2024 (Imerys D.I. 6591)*]

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EXHIBIT “D”

Docusign Envelope ID: CBFCFB76-BC78-4556-932E-F965C821FB9F

This is
EXHIBIT "D"
to the Affidavit of
ERIC DANNER
Sworn November 19, 2024

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nick Avis
Commissioner for Taking Affidavits

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
CYPRUS MINES CORPORATION,[1]	:	Case No. 21-10398 (LSS)
Debtor.	:	**Re: Docket Nos. 1959, 1950, 1929, 1748, 1746, 1649, 1642, 1549, 1535, 1368, 1365, 1321, 1161, 1143, 1035, 1029, 963, 912, 897, 851, 833, 793, 673, 671, 664, 647, 618, 617, 609, 605, 603, 593**
and		
In re:	:	Chapter 11
IMERYS TALC AMERICA, INC., *et al.*,[2]	:	Case No. 19-10289 (LSS)
Debtors.	:	(Jointly Administered)
	:	**Re: Docket Nos. 5854, 5824, 5805, 5607, 5606, 5496, 5490, 5399, 5375, 5196, 5192, 5115, 4933, 4919, 4818, 4817, 4812, 4753, 4652, 4605, 4518, 4385, 4376, 4333, 4332, 4331, 4328, 4315, 4313, 4295, 4292, 4291, 4290**

ORDER APPROVING STIPULATION AND
AGREEMENT EXTENDING THE TERM OF MEDIATION

Upon consideration of the *Stipulation and Agreement Extending the Term of Mediation*, a copy of which is attached hereto as Exhibit A (the "**Stipulation**"); and the Court having determined that good and adequate cause exists for approval of the Stipulation; it is hereby

[1] The last four digits of the Cyprus Debtor's taxpayer identification number are 0890. The Cyprus Debtor's address is 333 North Central Avenue, Phoenix, AZ 85004.

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

ORDERED THAT:

1. The Stipulation is approved.

2. This Court retains jurisdiction with respect to all matters arising from or related to the Stipulation and this Order.

Dated: June 13th, 2024
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Stipulation

(Attached)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
CYPRUS MINES CORPORATION,[1]	:	Case No. 21-10398 (LSS)
Debtor.	:	**Re: Docket Nos. 1959, 1950, 1929, 1748, 1746, 1649, 1642, 1549, 1535, 1368, 1365, 1321, 1161, 1143, 1035, 1029, 963, 912, 897, 851, 833, 793, 673, 671, 664, 647, 618, 617, 609, 605, 603, 593**
and		
In re:	:	Chapter 11
IMERYS TALC AMERICA, INC., *et al.*,[2]	:	Case No. 19-10289 (LSS)
Debtors.	:	(Jointly Administered)
	:	**Re: Docket Nos. 5854, 5824, 5805, 5607, 5606, 5496, 5490, 5399, 5375, 5196, 5192, 5115, 4933, 4919, 4818, 4817, 4812, 4753, 4652, 4605, 4518, 4385, 4376, 4333, 4332, 4331, 4328, 4315, 4313, 4295, 4292, 4291, 4290**

STIPULATION AND AGREEMENT EXTENDING THE TERM OF MEDIATION

This Stipulation and Agreement (this "**Stipulation**") is entered into by and among: (i) the Imerys Debtors; (ii) the Imerys TCC; (iii) the Imerys FCR; (iv) the Cyprus Debtor; (v) the Cyprus TCC; (vi) the Cyprus FCR (collectively, the "**Estate Mediation Parties**"); and (vii) Cyprus Amax

[1] The last four digits of the Cyprus Debtor's taxpayer identification number are 0890. The Cyprus Debtor's address is 333 North Central Avenue, Phoenix, AZ 85004.

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

Minerals Company ("**CAMC**"). The Estate Mediation Parties and CAMC have agreed to extend the term of the Mediation[3] as set forth below:

RECITALS

A. On February 13, 2019, Imerys Talc America, Inc., Imerys Talc Vermont, Inc., and Imerys Talc Canada Inc. (collectively, the "**Imerys Debtors**") each commenced with this Court a voluntary case (the "**Imerys Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

B. On February 11, 2021, Cyprus Mines Corporation (the "**Cyprus Debtor**") commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code (the "**Cyprus Case**").

C. On November 30, 2021, this Court entered the *Order (I) Appointing Mediators, (II) Referring Certain Matters to Mediation, and (III) Granting Related Relief* in the Cyprus Case and the Imerys Chapter 11 Cases [Cyprus D.I. 673; Imerys D.I. 4385] and on October 16, 2023, this Court entered the *Supplemental Order (I) Appointing Mediators, (II) Referring Certain Matters To Mediation, and (III) Granting Related Relief* in the Cyprus Case and the Imerys Cases [Cyprus D.I. 1959; Imerys D.I. 5854] (collectively, the "**Mediation Orders**").

D. The Estate Mediation Parties seek to extend the term of the Mediations provided for by the Mediation Orders from December 31, 2023 through February 29, 2024 (the "**Extension Period**").

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Mediation Motions [Imerys D.I. No. 4291; Cyprus D.I. 593; Imerys D.I. 4295] or the Mediation Orders (as defined below), as applicable.

12. Accordingly, subject to this Court's approval, the Estate Mediation Parties and Cyprus Amax Minerals Company ("**CAMC**")[4] have entered into this Stipulation, which extends the term of the Mediations contemplated by the Mediation Orders from December 31, 2023 (the expiration of the last extension) through February 29, 2024. The Estate Mediation Parties have agreed that (a) Mr. Feinberg's fee will remain $200,000 per month through the Extension Period, paid half by each of the Cyprus Estate and the Imerys Estates and (b) Mr. Gallagher's fee shall remain an hourly rate of $1,250 through the Extension Period which shall be paid as follows: 25% by the Imerys Debtors, 25% by the Cyprus Debtor, and 50% by the Insurer Mediation Parties (as defined in the Mediation Orders).

AGREEMENT

1. The term of the Mediation contemplated by the Mediation Orders is extended from December 31, 2023 (the expiration of the last extension) through February 29, 2024. Such extension is without prejudice to the parties' rights to seek a further extension of the term of the Mediation.

2. The Feinberg Mediation Fee shall remain at $200,000 per month through the Extension Period. The Feinberg Mediation Fee includes the services of any employees and staff professionals of Mr. Feinberg. The Feinberg Mediation Fee shall be paid 50% by the Imerys Estates and 50% by the Cyprus Estate.

3. The Gallagher Mediation Fee shall continue to be paid at an hourly rate of $1,250 through the Extension Period. The Gallagher Mediation Fee includes the services of any employees and staff professionals of Mr. Gallagher and is capped at $200,000 per month, which

[4] CAMC is only party to the provisions of the Stipulation addressing mediation of Plan Issues and Global Settlement Issues and is not a party to the provisions addressing Insurance Issues.

can be increased by further Order of the Court. The Gallagher Mediation Fee shall be paid as follows: 25% by the Imerys Debtors, 25% by the Cyprus Debtor, and 50% by the Insurer Mediation Parties (as defined in the Mediation Orders).

4. In connection with mediation of Global Settlement Issues and Plan Issues, Mr. Feinberg shall be authorized to mediate issues relating to implementation of settlements reached through the mediation process, including issues relating to the timeline leading to the confirmation hearing. In addition, Mr. Feinberg shall be specifically authorized to mediate, and communicate with parties in interest, regarding the schedule and any agreed deadlines for the Chapter 11 process.

5. Except as set forth herein, the Mediation Orders remain in full force and effect.

6. This Stipulation may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signature transmitted by facsimile or other electronic copy shall be deemed an original signature for purposes of this Stipulation.

7. This Stipulation contains the entire agreement by and among the Estate Mediation Parties and CAMC with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation.

8. The undersigned counsel hereby attest that they are duly authorized by their respective clients to enter into this Stipulation.

9. This Stipulation may be changed, modified, or otherwise altered in a writing executed by the signatories hereto. Oral modifications are not permitted.

10. This Stipulation shall be effective immediately upon approval by the Court.

11. This Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation.

12. The Estate Mediation Parties and CAMC reserve all rights and privileges with respect to the continued Mediation.

SO STIPULATED:

[Signatures to follow.]

Dated: February 5, 2024
Wilmington, Delaware

By: */s/ Jason D. Angelo*

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Dated: February 5, 2024
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Dated: February 5, 2024
Wilmington, Delaware

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Dated: February 5, 2024
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EXHIBIT “E”

Docusign Envelope ID: CBFCFB76-BC78-4556-932E-F965C821FB9F

This is
EXHIBIT "E"
to the Affidavit of
ERIC DANNER
Sworn November 19, 2024

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nick Avis
Commissioner for Taking Affidavits

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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.

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 RYAN VAN METER
(Sworn February 18, 2021)

I, Ryan Van Meter, of the City of Brookhaven, in the State of Georgia, United States of America (the "**US**"), MAKE OATH AND SAY:

1. I am the Vice President and General Counsel – North America for the Imerys Group and Secretary 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 am authorized to submit this affidavit on behalf of the Debtors.

2. In my role as Vice President and General Counsel – North America for the Imerys Group and Secretary of the Debtors, I am responsible for overseeing the general legal activities of the Debtors. 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.

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

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RJV

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relief, including recognizing the Solicitation Procedures Order (as 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 affidavits of Anthony Wilson sworn January 21, 2021 (the "**Eighth Wilson Affidavit**"), November 20, 2020 (the "**Seventh Wilson Affidavit**"), October 29, 2020 (the "**Sixth Wilson Affidavit**") and June 29, 2020 (the "**Fifth Wilson Affidavit**"), copies of which (without exhibits) are attached hereto and marked as **Exhibit "A"**, **Exhibit "B"**, **Exhibit "C"** and **Exhibit "D"**, respectively.

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 were in the business of mining, processing, selling, and/or distributing talc. The Debtors formerly operated talc mines, plants, and distribution facilities in Montana, Vermont, Texas and Ontario. ITA and ITV sold talc directly to their customers as well as to third party and affiliate distributors. ITC exported the vast majority of its talc into the United States almost entirely on a direct basis to its customers. As described further below, the Debtors have consummated a sale of substantially all of their operations to a third party, and therefore are no longer engaged in the talc business.

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 business to the Imerys Group.

8. On February 13, 2019, 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**"). 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 Ninth Amended Plan, a "**Talc Personal Injury Claim**").

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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 US 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 s. 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

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

a) *Order Scheduling Omnibus Hearings*, entered on January 21, 2021 [Docket No. 2814];

b) *Order Scheduling Omnibus Hearings*, entered on January 27, 2021 [Docket No. 2861];

c) *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*

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Related Relief, entered on January 27, 2021 [Docket No. 2863] (the "**Solicitation Procedures Order**"), which is discussed below; and

d) *Order Sustaining Debtors' Seventh Omnibus (Non-Substantive) Objection to Amended Claims* [Docket No. 2904], which disallowed certain amended and duplicate claims.

13. At this time, the Debtors are seeking to recognize only the Solicitation Procedures Order, which is described in greater detail below. The Solicitation Procedures Order is attached hereto and marked as **Exhibit "E"**.

III. THE NINTH AMENDED PLAN AND NINTH AMENDED DISCLOSURE STATEMENT[1]

Background

14. 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.

15. 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 other Imerys Plan Proponents (the "**Plan Proponents**").

16. The Ninth Amended Plan also implements (i) 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, 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

[1] Capitalized terms used in this section that are not otherwise defined are as defined in the Ninth Amended Plan, the Ninth Amended Disclosure Statement, or the Trust Distribution Procedures (each as defined below), as applicable.

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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**") and (ii) a global settlement (the "**Cyprus Settlement**") among (i) the Debtors, (ii) Cyprus Mines Corporation ("**Cyprus Mines**"), Cyprus Amax Minerals Company ("**CAMC**," and together with Cyprus Mines, "**Cyprus**"), and Freeport-McMoRan Inc., (iii) the Tort Claimants' Committee, and (iv) the FCR. The Rio Tinto/Zurich Settlement finally resolves 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 the Talc Insurance Policies issued by the Zurich Corporate Parties and the Rio Tinto Captive Insurers. The Cyprus Settlement resolves (i) the treatment of Talc Personal Injury Claims relating to Cyprus, (ii) disputes between Cyprus and the Debtors regarding entitlement to certain insurance proceeds between Cyprus and the Debtors, and (iii) disputes between Cyprus and the Debtors regarding ownership of certain indemnification rights.

17. The Imerys Settlement, the Rio Tinto/Zurich Settlement, and the Cyprus Settlement 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 additional cash recovery by virtue of the sale of the Debtors' assets. The Rio Tinto/Zurich Settlement and the Cyprus Settlement will also generate substantial recoveries for the holders of Talc Personal Injury Claims.

Overview of the Ninth Amended Plan

18. On May 15, 2020, the Debtors filed the *Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code Filed by Imerys Talc America, Inc.* [Docket No. 1714] (the "**Plan**") and 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 "**Disclosure Statement**") with the US Court. The Plan and the Disclosure Statement were described in the Fifth Wilson Affidavit.

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19. The Plan and the Disclosure Statement have each been amended nine times. The first through seventh amendments were described in the Fifth Wilson Affidavit, the Sixth Wilson Affidavit, Seventh Wilson Affidavit, and the Eighth Wilson Affidavit.

20. On January 23, 2021, the Debtors filed with the US Court the *Eighth 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. 2833] (the "**Eighth Amended Plan**") and the *Disclosure Statement for Eighth 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. 2834] (the "**Eighth Amended Disclosure Statement**"). The Eighth Amended Plan and the Eighth Amended Disclosure Statement, among other things, provided additional details on the Cyprus Settlement, and additional disclosures pertaining to the treatment of Talc Personal Injury Claims under the Trust Distribution Procedures.

21. On January 27, 2021, the Debtors filed with the US Court the *Ninth 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. 2853] (the "**Ninth Amended Plan**") and the *Disclosure Statement for Ninth 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. 2853] (the "**Ninth Amended Disclosure Statement**"). The Ninth Amended Plan and the Ninth Amended Disclosure Statement made certain minor revisions and additions, including clarifications related to the allocation of funds generated by the Cyprus Settlement and certain other revisions to account for additional disclosures requested by objecting parties at the hearing to approve the Solicitation Procedures Order.

22. A copy of the Ninth Amended Plan and the Ninth Amended Disclosure Statement are attached hereto and marked as **Exhibit "F"** and **Exhibit "G**", respectively. The general structure of the Ninth Amended Plan is similar to the structure of the original Plan.

23. The Ninth Amended Plan is the result of extensive negotiations with a number of interested parties, including, but not limited to, the Tort Claimants' Committee, the FCR, the Imerys Non-Debtors, Cyprus, Rio Tinto and Zurich.[2] In addition, the Debtors committed significant resources to mediating outstanding disagreements with each of Cyprus, Rio Tinto,

[2] All terms used in this paragraph that are not otherwise defined are as defined in the Ninth Amended Disclosure Statement.

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J&J, and several insurers, including Zurich, Truck, the Chubb Insurers, XL, and RMI. The Debtors have expended substantial time and effort to understand and address the concerns of the various stakeholders involved in the Chapter 11 Cases.

The Talc Personal Injury Trust

24. The primary purpose of the Ninth Amended 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 Ninth Amended 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.

25. The Ninth Amended Plan contemplates that ITI (currently a non-debtor) may file a petition in the US Proceeding. Such proceeding, if commenced, would be jointly administered for procedural purposes (subject to US Court approval) with the Chapter 11 Cases prior to the Confirmation Hearing. ITI intends to file a petition in the US Proceeding if the Ninth Amended Plan is accepted by the requisite number of holders of Talc Personal Injury Claims. Accordingly, if approved, the Ninth Amended 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 holders of Talc Personal Injury Claims and Non-Debtor Intercompany Claims) will be unimpaired.

26. The Ninth Amended Plan, in keeping with the Imerys Settlement, also contemplates, among other things, the following:

a) the North American Debtors' sale of substantially all of their assets to a purchaser;

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; and

c) 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

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ITI will serve as security for the Talc PI Note (in the amount of US$500,000) pursuant to the Talc PI Pledge Agreement.

27. 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 contingent purchase price enhancement of up to $102.5 million, subject to a reduction mechanism based on the amount of money generated from the Sale, as further described in the Ninth Amended Disclosure Statement.[3]

28. Moreover, pursuant to the Rio Tinto/Zurich Settlement 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, all as further described in the Ninth Amended Plan. Similarly, pursuant to the Cyprus Settlement, and upon the occurrence of the Cyprus Trigger Date, the Talc Personal Injury Trust will receive $130 million in cash in seven installments from CAMC, and the Cyprus Protected Parties (as applicable) will assign to the Talc Personal Injury Trust (i) the rights to and in connection with the Cyprus Talc Insurance Policies, and (ii) all rights to or claims for indemnification, contribution, or subrogation against (a) any Person relating to the payment or defense of any Talc Personal Injury Claim or other past talc-related claim channeled to the Talc Personal Injury Trust prior to the Cyprus Trigger Date, and (b) any Person relating to any other Talc Personal Injury Claim or other claims channeled to the Talc Personal Injury Trust.

29. 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, the right to receive the Cyprus Contribution (conditioned upon the occurrence of the Cyprus Trigger Date), insurance proceeds from specified insurance policies, and certain causes of action). The Talc Personal

[3] The Ninth Amended Plan provides that the contingent purchase price enhancement is not payable in the event the Sale closes.

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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 Sale

30. A key aspect of the Ninth Amended Plan is the sale of substantially all of the Debtors' assets pursuant to section 363 of the US Bankruptcy Code. The Ninth Amended Plan contemplates that the proceeds from the sale, less certain deductions, are to be contributed to the Talc Personal Injury Trust.

31. The sale process formally commenced on May 15, 2020. Magris Resources Canada Inc. ("**Magris Resources**") was declared the successful bidder on November 11, 2020. On November 17, 2020, the US Court entered the Sale Approval Order that, among other things, authorized and approved of the Sale of the Debtors' assets free and clear to Magris Resources. This Court recognized the Sale Approval Order on November 25, 2020. The Debtors consummated the sale to Magris on February 17, 2021.

32. The Debtors worked diligently and efficiently to close the Magris sale. During the approximately three months that it took to close the transaction, the Debtors were in regular communications with their US and Canadian counsel, their financial advisors, Magris, and US and Canadian counsel to Magris.

33. The sale closed on February 17, 2021. Given the scale and complexity of the transaction, it understandably took approximately three months to close the transaction. As a result of the sale closing, the North American Debtors are no longer engaged in talc operations.

Creditor Classes & Distributions

34. There are seven Classes of Claims and Equity Interests under the Ninth Amended Plan. Each of these Classes and their proposed treatment under the Ninth Amended Plan are summarized in the following table. Where a Class is Unimpaired, it is presumed to accept the Ninth Amended Plan and is therefore not eligible to vote. Unimpaired Claims will be paid in full.

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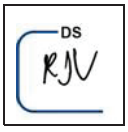
Class	Class Description[4]	Treatment	Estimated Recovery
Class 1 Priority Non-Tax Claims	Certain Claims entitled to priority pursuant to section 507(a) of the US Bankruptcy Code (other than an Administrative Claim, a Priority Tax Claim, a Fee Claim, or a DIP Facility Claim)	Unimpaired, not entitled to vote	100%
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 Ninth Amended Plan or any Final Order as a secured Claim	Unimpaired, not entitled to vote	100%
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, not entitled to vote	100%
Class 3b Unsecured Claims against ITI	Includes certain Claims 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, not entitled to vote	100%
Class 4 Talc Personal Injury Claims	Includes all Talc Personal Injury Claims	Impaired (eligible to vote to accept or reject the Ninth Amended Plan)	Payment ranges are discussed below
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 (each holder of an Allowed Claim in Class 5a is a Plan Proponent and therefore presumed to accept the Ninth Amended Plan)	Impaired, not entitled to vote	0%
Class 5b Debtor Intercompany Claims	Any claim held by a Debtor against another Debtor	Unimpaired, not entitled to vote	100%
Class 6 Equity Interests in the North American Debtors	Outstanding shares of the Debtors (each holder of an Allowed Claim in Class 6 is a Plan Proponent and therefore presumed to accept the Ninth Amended Plan)	Impaired, not entitled to vote	Cancelled

[4] These descriptions are neither comprehensive nor complete. For the proper definitions of each class, please refer to the Plan.

Deponent's Initials



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Class	Class Description[4]	Treatment	Estimated Recovery
Class 7 Equity Interests in ITI	Outstanding shares of ITI	Unimpaired, not entitled to vote	Reinstated

35. The Debtors believe that the proposed creditor classification is appropriate in the circumstances.

36. Class 4 consists of all Talc Personal Injury Claims. On the Effective Date, liability for all Talc Personal Injury Claims shall be channelled 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.

(f) Trust Distribution Procedures

37. The Trust Distribution Procedures provide the means for resolving all Talc Personal Injury Claims under the Ninth Amended Plan. The purposes of the Talc Personal Injury Trust is to: (i) assume all Talc Personal Injury Claims; (ii) to preserve, hold, manage, and maximize the assets of the Talc Personal Injury Trust; and (iii) to direct the processing, liquidation, and payment of all compensable Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Documents.

38. Specifically, the Trust Distribution Procedures establish a methodology for resolving 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. The Trust Distribution Procedures divide Class 4 Talc Personal Injury Claims into three categories:

a) Ovarian Cancer A Claims (Fund A);

b) Mesothelioma Claims (Fund B); and

c) Ovarian Cancer B - D Claims (Fund C).

39. The Trust Distribution Procedures allocate a fixed percentage of the Trust Fund and the Cyprus Contribution to each of these three Funds. Specifically, Fund A will receive a fixed allocation of 40% of the Trust Fund and 30.15% of the Cyprus Contribution; Fund B will receive

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a fixed allocation of 40% of the Trust Fund and 55% of the Cyprus Contribution; and Fund C will receive a fixed allocation of 20% of the Trust Fund and 14.85% of the Cyprus Contribution.

40. The division of cash derived from the Talc Personal Injury Trust Assets into three separate pools was the result of extensive internal deliberations among members of the Tort Claimants' Committee designed to achieve the support of the tort claimants.

41. The Trust Distribution Procedures are structured to provide an Expedited Review process using bright-line medical and exposure criteria to reduce the administrative expenses of the Talc Personal Injury Trust and ensure that funds are utilized to the maximum extent to compensate users of the Debtors' talc. Talc Personal Injury Claims that satisfy the criteria for Expedited Review are eligible to receive an offer at the Scheduled Value set forth in the Trust Distribution Procedures (the Scheduled Value is the specific value assigned to claims). Talc Personal Injury Claims which do not meet the criteria for Expedited Review are eligible for evaluation and compensation under the Individual Review Process.

42. All amounts to be paid under the Trust Distribution Procedures are subject to the payment percentages established by the Talc Personal Injury Trust. For example, under the Expedited Review process, the recovery of a holder of a Talc Personal Injury Claim that is resolved in favour of payment may be determined by multiplying the applicable Payment Percentage by the applicable Scheduled Vale. The Initial Payment Percentage attributed to each of the Funds will be within the following ranges listed below:

a) Fund A (Ovarian Cancer A Claimants): 0.40% to 2.34%;

b) Fund B (Mesothelioma Claimants): 3.70% to 6.24%; and

c) Fund C (Ovarian Cancer B – D Claimants): 0.30% to 1.48%.

43. The Initial Payment Percentages may change if there are significant changes in cash attributable to the Talc Personal Injury Trust.

The Ninth Amended Plan and its Impact on Canadian Stakeholders

44. The Ninth 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),

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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 Ninth 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.

45. As a result of the closing of the sale transaction with Magris Resources, the Debtors no longer have any material assets in Canada, other than the cash proceeds of the sale (which, if the Ninth Amended Plan is confirmed, will be transferred to the Talc Personal Injury Trust, subject to certain deductions).

46. It is a condition precedent to the Effective Date of the Ninth Amended Plan that this Court enter an order recognizing the US Court order confirming the Ninth Amended Plan in its entirety and that the aforementioned order of the US Court and the Ninth Amended Plan be implemented and effective in Canada in accordance with their terms.

IV. RECOGNITION OF THE SOLICITATION PROCEDURES ORDER[5]

47. The Solicitation Procedures Order:

a) approves the Ninth Amended Disclosure Statement for the Ninth Amended Plan;

b) approves the form and manner of the Disclosure Statement Hearing Notice in respect of the Disclosure Statement Hearing;

c) establishes Solicitation Procedures;

d) approves the form and manner of the Direct Talc Personal Injury Claim Solicitation Notice and Certified Plan Solicitation Directive;

e) approves the forms of Ballots;

f) approves the form, manner, and scope of the Confirmation Notices in respect of the Confirmation Hearing;

[5] All capitalized terms used in this section that are not otherwise defined are as defined in the Solicitation Procedures Order.

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g) establishes certain deadlines in connection with the foregoing; and

h) grants related relief.

48. The US Court entered the Solicitation Procedures Order on January 27, 2021.

49. The Solicitation Procedures Order was developed in consultation with, among others, the Tort Claimants' Committee and the FCR. The Information Officer was kept appraised of the progress of the Solicitation Procedures Order.

The Disclosure Statement

50. I understand that, pursuant to section 1125(b) of the US Bankruptcy Code, a disclosure statement must provide creditors with "adequate information" regarding a plan. The adequate information standard requires a debtor to disclose information, as far as is reasonably practicable, in light of the nature and history of the debtor that would enable a hypothetical investor of the relevant class to make an informed judgment about the plan. The Ninth Amended Disclosure Statement is intended to achieve this objective.

51. Only the holders of claims in Class 4 (Talc Personal Injury Claims) hold impaired claims that are entitled to vote on the Ninth Amended Plan. The Ninth Amended Disclosure Statement is, accordingly, intended to provide adequate information to the holders of Class 4 claims so that they can make an informed judgment when voting.

52. The Ninth Amended Disclosure Statement was created by the Debtors together with the other Plan Proponents. It describes, among other things, the Debtors' history, operations, assets and liabilities, the circumstances leading to the commencement of the Chapter 11 Cases, ongoing settlement discussions and/or agreements, and the structure and terms of the Ninth Amended Plan and trust distribution procedures. The Ninth Amended Disclosure Statement also includes a liquidation analysis and financial projections.

53. The original Disclosure Statement was filed with the US Court on May 15, 2020. The Debtors filed later iterations thereafter to carefully consider issues raised by objectors and to address those concerns that warranted further information or revision. For instance, over the course of the Chapter 11 Cases, the Debtors worked with the other Plan Proponents, Rio Tinto, Zurich, J&J, Arnold & Itkin LLP, the Insurer Group, Travelers and the U.S. Trustee to craft additional language to include in the Ninth Amended Disclosure Statement.

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54. Although the original hearing on the motion to enter the Solicitation Procedures Order was scheduled for June 30, 2020, the hearing was continued multiple times (and was ultimately heard on January 12, 15, and 25, 2021). The continuances allowed the Plan Proponents additional time to incorporate disclosures regarding the Rio Tinto/Zurich Settlement and the Cyprus Settlement, to finalize the Trust Distribution Procedures, to add disclosures regarding debtor-in-possession financing, and to include information regarding the approval of the Sale. In addition, the Ninth Amended Disclosure Statement and Ninth Amended Plan include additional refinements to, among other things, address certain objections. Finally, the continuances allowed certain objectors additional time to review and consider prior iterations of the Ninth Amended Plan and Ninth Amended Disclosure Statement.

55. The US Court concluded that the Ninth Amended Disclosure Statement contains "adequate information" when it approved the Ninth Amended Disclosure Statement as part of the Solicitation Procedures Order.

Notice of the Disclosure Statement Hearing

56. The Debtors' form and manner of notice of the Disclosure Statement Hearing to consider the approval of the Disclosure Statement included serving copies of the Disclosure Statement Hearing Notice by electronic and/or first-class mail to the following parties:

a) parties who have filed proofs of claims in the Chapter 11 Cases that have not been previously withdrawn or disallowed by a Final Order;

b) certain parties holding liquidated, noncontingent, and undisputed Claims;

c) all holders of Equity Interests in the Debtors;

d) all known attorneys representing any holders of Talc Personal Injury Claims;

e) any other known holders of Claims against, or Equity Interests in, the Debtors; and

f) Imerys Talc Italy S.p.A.

57. The Debtors also served copies of the Disclosure Statement Hearing Notice on the U.S. Trustee, the Securities and Exchange Commission, counsel to the Tort Claimants'

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Committee, counsel to the FCR, and those parties that have requested notice pursuant to certain rules.

58. Finally, copies of the Disclosure Statement Hearing Notice, the Ninth Amended Disclosure Statement and the Ninth Amended Plan are on file with the Clerk of the US Court for review during normal business hours and are available free-of-charge at https://cases.primeclerk.com/ImerysTalc/.

59. The US Court concluded in the Solicitation Procedures Order that the Solicitation Procedures provide a fair and equitable voting process.

60. I am advised by Maria Konyukhova of Stikeman Elliott LLP, Canadian counsel to ITC, that the notice procedures employed by the Debtors are similar to noticing procedures commonly employed in Canada.

The Solicitation Procedures

61. The Solicitation Procedures provide a fair and equitable process to solicit votes on the Ninth Amended Plan and will provide a path to confirmation and, ultimately, the Debtors' emergence from its insolvency proceedings.

62. The Solicitation Procedures are outlined in Exhibit 1 of the Solicitation Procedures Order.

63. The Solicitation Procedures Order provides that Solicitation Packages are to be distributed to parties entitled to vote on the Ninth Amended Plan and other interested parties. The Solicitation Package consists of:

a) a cover letter in paper form describing the contents of the Solicitation Package and a USB flash drive, 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 USB flash drive containing a copy of the Ninth Amended Disclosure Statement with all exhibits, including the Ninth Amended Plan with its exhibits;

d) the Solicitation Procedures Order (without exhibits);

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e) the Solicitation 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;

h) solely for holders of Talc Personal Injury Claims and their counsel, a preaddressed, 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.

64. For the Ninth Amended Plan to be accepted with the Channeling Injunction, it needs to be approved by at least two-thirds (2/3) in amount and seventy-five (75%) in number of those voting claims in Class 4 (Talc Personal Injury Claims).

65. All Ballots are to be received by the Solicitation Agent by 4:00 p.m. (Prevailing Eastern Time) on March 25, 2021.

66. The Solicitation Procedures contemplate the method of providing notice for the Confirmation Hearing. In addition to the notice being provided in the Solicitation Packages, notice of the Confirmation Hearing is to be published in *The Wall Street Journal*, the *Bozeman Daily Chronicle*, *Belgrade News*, *The Madisonian*, the *Houston Chronicle*, the *Vermont Journal*, *The Globe and Mail*, the *National Post*, *Le Journal de Montréal*, *La Stampa*, and *L'Eco del Chisone* between February 1, 2021 and February 14, 2021. The Debtors are also effectuating notice through a supplemental notice program designed by the Debtors and Prime Clerk LLC (the Debtors' claims and noticing agent).

Ninth Amended Plan Confirmation Schedule

67. The Solicitation Procedures Order established certain dates and deadlines in connection with the Solicitation Procedures and Confirmation Hearing:

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Event	Date
Voting Record Date	January 27, 2021
Deadline to Mail Solicitation Packages and Related Notices	February 1, 2021
Newspaper Publication Notice	February 1, 2021 – February 14, 2021
Deadline to File Plan Supplement	February 5, 2021
Deadline for Cure Objections	The later of (a) 14 days after receipt of a Sale Cure Notice (for North American Debtor counterparties only) or February 15, 2021 (for (i) ITI counterparties and (ii) North American Debtor counterparties not previously included on a Sale Cure Notice) 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 Ninth Amended Plan
Deadline for Assumption Objections	The later of (a) February 15, 2021 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 Serve Written Discovery in Connection with Confirmation	February 15, 2021
Deadline for Attorneys for Holders of Direct Talc Personal Injury Claims to Return Certified Plan Solicitation Directives and Client Lists	February 17, 2021
Deadline to File Rule 3018 Motions	February 19, 2021
Deadline for Plan Proponents to Identify Topics of Anticipated Expert Discovery	February 19, 2021
Deadline to Reply to Rule 3018 Motions	March 5, 2021
Deadline for All Parties Other than Plan Proponents to Identify Topics for Anticipated Affirmative Expert Discovery	March 5, 2021
Hearing on Rule 3018 Motions	March 15, 2021
Deadline for Substantial Completion of Document Productions	March 24, 2021
Voting Deadline	March 25, 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 Ninth Amended Plan
Fact Depositions	March 29, 2021 – April 14, 2021

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Event	Date
Deadline to File Voting Certification	April 8, 2021, at 4:00 p.m. (Prevailing Eastern Time)
End of Fact Discovery	April 14, 2021
Affirmative Export Reports Due	April 19, 2021
Responsive Expert Reports Due	May 10, 2021
Expert Depositions	May 13, 2021 – May 21, 2021
End of Expert Discovery	May 21, 2021
Confirmation Objection Deadline	May 28, 2021, at 4:00 p.m. (Prevailing Eastern Time)
Confirmation Reply Deadline and Deadline to File Form of Confirmation Order	June 14, 2021, at 4:00 p.m. (Prevailing Eastern Time)
Confirmation Hearing	June 21, 22, and 23, 2021, at 10:00 a.m. (Prevailing Eastern Time)

V. CONCLUSION

68. I believe that the relief sought in this motion (a) is 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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I confirm that while connected via video technology, Ryan Van Meter 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 remotely by video conference by Ryan Van Meter, stated as being in the City of Brookhaven, in the State of Georgia, United States of America, to the Community of Eugenia (Grey County), Ontario, on February 18, 2021, in accordance with O. Reg 431/20 *Administering Oath or Declaration Remotely*.

DocuSigned by:
Nicholas Avis
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Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

DocuSigned by:
Ryan Van Meter
FEF366B664B9476...

RYAN VAN METER

Deponent's Initials

DS
RJV

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EXHIBIT “F”

Docusign Envelope ID: CBFCFB76-BC78-4556-932E-F965C821FB9F

This is
EXHIBIT "F"
to the Affidavit of
ERIC DANNER
Sworn November 19, 2024

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nick Avis
Commissioner for Taking Affidavits

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]

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

NO CHAPTER 11 CASE HAS BEEN COMMENCED AT THIS TIME FOR IMERYS TALC ITALY S.P.A. THE DISCLOSURE STATEMENT AND SOLICITATION MATERIALS HAVE NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT FOR IMERYS TALC ITALY S.P.A. IMERYS TALC ITALY S.P.A., SUBJECT TO BOARD APPROVAL, INTENDS TO COMMENCE A CHAPTER 11 CASE, AND 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 ORDER APPROVING THE DISCLOSURE STATEMENT 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 IT IS DETERMINED THAT A CHAPTER 11 FILING IS NOT NECESSARY, ANY REFERENCE TO 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

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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] 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 4a and Class 4b, 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.

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 4A AND CLASS 4B 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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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 subject to board approval, intends to 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 in accordance with the terms of the Voting Procedures Order, for, among other things, a discussion of the history, businesses, properties, and results of operations of the Debtors, projections for future operations, settlements contained in the Plan, and risks associated with the Plan. The Disclosure Statement also provides a summary of 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 "**Acceptance and Release**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

1.1.2 "**Additional Contribution**" is defined in accordance with Section 10.7.2.4 of the Plan.

1.1.3 "**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, 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 provisions 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.

1.1.4 "**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.

1.1.5 "**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 the Allowed Administrative Claims against the Debtors and such other costs described in this Section 1.1.4 in full.

1.1.6 "**Administrative Expense Contribution**" is defined in accordance with Section 10.7.2.2 of the Plan.

1.1.7 "**Affiliate**" means, 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).

1.1.8 "**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.

1.1.9 "**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.

1.1.10 "**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.

1.1.11 "**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.

1.1.12 "**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.

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

1.1.14 "**Amoco**" is defined in accordance with Section 1.1.68 of the Plan.

1.1.15 "**Asset Purchase Agreement**" means that certain Asset Purchase Agreement by and among the North American Debtors and Magris Resources Canada Inc., dated as of October 13, 2020, as amended pursuant to that certain Amendment to the Asset Purchase Agreement, dated as of October 27, 2020 (as may be further amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof).

1.1.16 "**Assignment**" means the transfer to the Talc Personal Injury Trust of the Talc Insurance Assets.

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

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

1.1.19 "**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.

1.1.20 "**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].

1.1.21 "**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.

1.1.22 "**Buyer**" means Magris Resources Canada Inc., as the purchaser pursuant to the Sale Order.

1.1.23 "**California Coverage Action**" means the lawsuit styled as *Columbia Cas. Co., et al. v. BP Corp. N. Am., Inc., et al.,* No. CGC-17-560919 in the California Superior Court, County of San Francisco.

1.1.24 "**CAMC**" means Cyprus Amax Minerals Company, a Delaware corporation, and the immediate parent of Cyprus Mines.

1.1.25 "**CAMC Cash Payments**" is defined in accordance with Section 10.9.3 of the Plan.

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

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

1.1.28 "**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.

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

1.1.30 "**Certain Cyprus Historical Settled Insurers**" means the Cyprus Historical Settled Insurers excluding the insurers to whom a Cyprus Corporate Party has granted a release of coverage for Talc Personal Injury Claims pursuant to (i) the London Market Settlement and Release Agreement or (ii) the Seaton Settlement and Release Agreement.

1.1.31 "**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.

1.1.32 "**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.

1.1.33 "**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.

1.1.34 "**Claims Agent**" means Kroll Restructuring Administration LLC (f/k/a Prime Clerk LLC).

1.1.35 "**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 submitting certain Claims.

1.1.36 "**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.

1.1.37 "**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.

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

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

1.1.40 "**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].

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

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

1.1.43 "**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.

1.1.44 "**Confirmation Order**" means the order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.1.45 "**Contributed Indemnity and Insurance Interests**" is defined in accordance with Section 10.7.2.3 of the Plan.

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

1.1.47 "**Cooperation Agreement**" means that certain Cooperation Agreement among the Debtors, Imerys S.A., on behalf of itself and the Non-Debtor Affiliates, the Talc Personal Injury Trust, Alston & Bird LLP, and Gordon Rees Scully Mansukhani LLP, in substantially the form contained in the Plan Supplement.

1.1.48 "**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.

1.1.49 "**Cyprus**" means, collectively, Cyprus Mines and CAMC.

1.1.50 "**Cyprus Affiliated Parties**" means, for such time as Cyprus Mines was a subsidiary of CAMC or its predecessors, and solely in their capacity as such: (i) direct or indirect shareholders of CAMC or its predecessors; (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 Cyprus Corporate Parties; and (iii) with respect to each of the foregoing Persons in clauses (i) and (ii), each such Person's respective heirs, executors, estates, and nominees, as applicable. For the avoidance of doubt, the Cyprus Affiliated Parties exclude the J&J Corporate Parties, the Rio Tinto Corporate Parties, the Imerys Corporate Parties, and the Debtors.

1.1.51 "**Cyprus Affirmation Order**" means an order of the District Court affirming the confirmation of the Cyprus Mines Plan and issuing or affirming the issuance of a channeling injunction under section 524(g) and other applicable provisions of the Bankruptcy Code in favor of the Debtors, the Imerys Protected Parties, and the Cyprus Protected Parties.

1.1.52 "**Cyprus Confirmation Order**" means the order entered by the Bankruptcy Court confirming the Cyprus Mines Plan pursuant to section 1129 of the Bankruptcy Code.

1.1.53 "**Cyprus Contributions**" is defined in accordance with Section 10.9.3 of the Plan.

1.1.54 "**Cyprus Corporate Parties**" means (a) Freeport, (b) CAMC, (c) Cyprus Mines, (d) the Persons listed on Schedule VII, each of which is directly or indirectly owned or controlled by Freeport, CAMC, and/or Cyprus Mines, and (e) any future successors or

assigns of Freeport, CAMC, Cyprus Mines, and/or the Persons or Entities listed on Schedule VII, solely in their capacities as such.

1.1.55 "**Cyprus Designated Account**" has the meaning ascribed to such term in the J&J Settlement Agreement.

1.1.56 "**Cyprus FCR**" means Roger Frankel (or any Bankruptcy Court-appointed successor), in his capacity as the legal representative for any and all persons who may assert Cyprus Talc Personal Injury Claims in the future against Cyprus Mines, but who are currently unknown.

1.1.57 "**Cyprus Historical Insurance Settlements**" means the following agreements, but solely to the extent of the particular Cyprus Talc Insurance Policies released in each settlement agreement: (1) the settlement and release agreement by and between CAMC, on the one hand, and The Home Insurance Company, on the other hand, dated August 14, 2002; (2) the settlement and release agreement by and among CAMC, Cyprus Mines, AMAX Inc. and Cyprus Foote Mineral Company, on the one hand, and International Insurance Company, individually and as successor in interest to International Surplus Lines Insurance Company, and North River Insurance Corporation on the other hand, dated December 19, 2000; (3) the settlement and release agreement by and between CAMC, on the one hand, and St. Paul Fire and Marine Insurance Company, on the other hand, dated June 14, 2000; (4) the settlement and release agreement by and among CAMC, on the one hand, and Westport Insurance Corporation (f/k/a Puritan Insurance Company, f/k/a Manhattan Fire and Marine Insurance Company) on the other hand, dated July 19, 2000; (5) the London Market Settlement and Release Agreement; and (6) the Seaton Settlement and Release Agreement.

1.1.58 "**Cyprus Historical Settled Insurers**" means the insurers to whom a Cyprus Corporate Party has granted a release of coverage for Talc Personal Injury Claims pursuant to the Cyprus Historical Insurance Settlements, solely with respect to the policies and claims so released.

1.1.59 "**Cyprus Insurance Protocol**" means that: (1) in the event that (a) the Talc Personal Injury Trust obtains a Judgment providing that the Talc Personal Injury Trust is entitled to a payment from an insurer pursuant to any Cyprus Talc Insurance Policy or if such an insurer enters into an agreement or settlement to pay, or otherwise pays, an amount to the Talc Personal Injury Trust pursuant to any Cyprus Talc Insurance Policy, and (b) based on such Judgment or agreement or settlement or payment, such insurer obtains a Judgment against any Cyprus Historical Settled Insurer, or an agreement to pay from any Cyprus Historical Settled Insurer, the Talc Personal Injury Trust shall voluntarily reduce its Judgment against, agreement with, settlement with, or recovery from such insurer to the extent necessary to eliminate any indemnification or other monetary obligation owed by any Cyprus Corporate Party to such Cyprus Historical Settled Insurer pursuant to the Cyprus Historical Insurance Settlements; (2) the Talc Personal Injury Trust shall not seek recovery from any London Market Insurer that was a party to the London Market Settlement and Release Agreement, or any other insurer, with respect to policies and claims released in that agreement; (3) the Talc Personal Injury Trust shall not seek recovery from

Providence Washington, or any other insurer, with respect to the policy released in the Seaton Settlement and Release Agreement; (4) if the Talc Personal Injury Trust obtains a Judgment that entitles it to receive a payment from any of the Certain Cyprus Historical Settled Insurers, the Talc Personal Injury Trust shall voluntarily reduce its Judgment against the Certain Cyprus Historical Settled Insurer to the extent necessary to eliminate any indemnification or other monetary obligation owed by a Cyprus Corporate Party to such Certain Cyprus Historical Settled Insurer; and (5) the Talc Personal Injury Trust shall obtain in any future settlement with any Certain Cyprus Historical Settled Insurer with respect to the Cyprus Talc Insurance Policies released in any Cyprus Historical Insurance Settlement a release by the Certain Cyprus Historical Settled Insurer of the Cyprus Protected Parties.

1.1.60 "**Cyprus Mines**" means Cyprus Mines Corporation.

1.1.61 "**Cyprus Mines Bankruptcy**" means the chapter 11 case filed by Cyprus Mines on February 11, 2021, under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, Case No. 21-10398 (LSS).

1.1.62 "**Cyprus Mines Plan**" means the *First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code*, as may be amended, modified, or supplemented from time to time, filed by Cyprus Mines in the Cyprus Mines Bankruptcy, and which incorporates the terms of the Cyprus Settlement.

1.1.63 "**Cyprus Mines Plan Note**" means the unsecured, seven-year promissory note, in substantially the form contained in the Cyprus Mines Plan Supplement, issued by CAMC, for and on behalf of itself, Cyprus Mines, and all other Cyprus Protected Parties, in favor of the Talc Personal Injury Trust with an aggregate outstanding principal amount of $195 million as of the effective date of the Cyprus Mines Plan, payable as set forth in Section 10.9.3 of the Plan.

1.1.64 "**Cyprus Mines Plan Note Pledge Agreement**" means the Pledge Agreement, in substantially the form contained in the Cyprus Mines Plan Supplement, to be issued by CAMC in favor of the Talc Personal Injury Trust, pursuant to which the Talc Personal Injury Trust will be granted an Encumbrance entitling the Talc Personal Injury Trust to 51% of the equity interests in the Reorganized Cyprus Mines Debtor in the event of default and exercise of remedies under the Cyprus Mines Plan Note.

1.1.65 "**Cyprus Mines Plan Supplement**" means "Plan Supplement" as that term is defined in the Cyprus Mines Plan.

1.1.66 "**Cyprus Parties**" means, collectively, Cyprus and Freeport.

1.1.67 "**Cyprus Plan Proponents**" means "Plan Proponents" as that term is defined in the Cyprus Mines Plan.

1.1.68 "**Cyprus Protected Parties**" means the Cyprus Corporate Parties and the Cyprus Affiliated Parties. With regard to Amoco Corporation or any successor or predecessor thereto that is not otherwise a Protected Party (collectively, "**Amoco**"): (i) with

respect to any talc-related claims or liabilities relating to its indirect or direct ownership of Cyprus Mines prior to July 1, 1985, including any talc-related claim or liability that could give rise to any claim against CAMC under the Memorandum of Agreement dated June 28, 1985 between Amoco Corporation and Cyprus Minerals Company, Amoco shall be a Cyprus Protected Party, and (ii) with respect to any indemnity or similar obligations that it undertook after July 1, 1985, including to any Cyprus Talc Insurance Company with respect to any Cyprus Talc Insurance Policy, Amoco shall not be a Cyprus Protected Party. For the avoidance of doubt, the Cyprus Protected Parties exclude the Debtors, the Imerys Protected Parties, the Rio Tinto Protected Parties, the Zurich Protected Parties, the XL Protected Parties, and the J&J Corporate Parties.

1.1.69 "**Cyprus Released Claims**" is defined in accordance with Section 12.2.1(d) of the Plan.

1.1.70 "**Cyprus Settlement**" means that certain comprehensive settlement by and among the Cyprus Parties, the Debtors, the Tort Claimants' Committee, the FCR, the Cyprus Tort Claimants' Committee, and the Cyprus FCR, the terms of which are set forth in and implemented by the Plan and the Cyprus Mines Plan.

1.1.71 "**Cyprus Settling Talc Insurance Company**" means any Cyprus Talc Insurance Company that enters into any settlement at any time with the Debtors, the Tort Claimants' Committee, the FCR, or the Talc Personal Injury Trust under which such Cyprus Talc Insurance Company contributes funds, proceeds, or other consideration to or for the benefit of the Talc Personal Injury Trust, but solely with respect to any Cyprus Talc Insurance Policy that is the subject of such a settlement agreement. For the avoidance of doubt, Old Republic is a Cyprus Settling Talc Insurance Company.

1.1.72 "**Cyprus Talc Insurance Company**" means any insurance company, insurance syndicate, coverholder, insurance broker or syndicate insurance broker, guaranty association, or any other Entity that has, or may be alleged to have, liability under a Cyprus Talc Insurance Policy.

1.1.73 "**Cyprus Talc Insurance Policy**" means any liability insurance policy (i) that was issued prior to June 30, 1992, (ii) that is currently or was previously in effect at any time on or before the Effective Date, (iii) as to which there has not been a complete release of coverage for Talc Personal Injury Claims, and (iv) that names any Cyprus Protected Party as an insured (whether as the primary or additional insured, or by virtue of being a parent or subsidiary of the named insured) or that is otherwise alleged to afford any Cyprus Protected Party indemnity or insurance coverage for any Talc Personal Injury Claim or any other claims channeled to the Talc Personal Injury Trust. The Cyprus Talc Insurance Policies include, but are not limited to, the policies set forth on Schedule VIII. For the avoidance of doubt, the Cyprus Talc Insurance Policies do not include any J&J Policies.

1.1.74 "**Cyprus Talc Insurance Policy Rights**" means (a) all rights, Claims, benefits, or causes of action, if any, held by the Cyprus Protected Parties with respect to the Cyprus Talc Insurance Policies and the J&J Policies, including the right to receive

proceeds, subject to the J&J Settlement Agreement; and (b) all rights, Claims, or causes of action, if any, held by the Cyprus Protected Parties, including the right to receive proceeds, with respect to any settlement agreements or coverage-in-place agreements to the extent those agreements amend, modify, replace, or govern the rights and obligations of, and the coverage afforded to, any or all of the Cyprus Protected Parties under any Cyprus Talc Insurance Policy and any J&J Policy, subject to the J&J Settlement Agreement.

1.1.75 "**Cyprus Talc Personal Injury Claim**" means "Talc Personal Injury Claim" as that term is defined in the Cyprus Mines Plan.

1.1.76 "**Cyprus Tort Claimants' Committee**" means the official committee of tort claimants in the Cyprus Mines Bankruptcy appointed by the United States Trustee, as such committee is reconstituted from time to time.

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

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

1.1.79 **"Debtor J&J Released Claims**" has the meaning ascribed to such term in the J&J Settlement Agreement.

1.1.80 "**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.

1.1.81 "**Delaware Trustee**" means the Entity appointed in accordance with Section 4.4 to serve as the "Delaware Trustee" in accordance with the terms of the Plan, the Cyprus Mines Plan, and the Talc Personal Injury Trust Agreement.

1.1.82 "**Designated Accounts**" has the meaning ascribed to such term in the J&J Settlement Agreement.

1.1.83 "**DIP Loan Documents**" means the credit agreement setting forth the terms and conditions of the debtor-in-possession financing facility contemplated by the DIP Motion and all documents related thereto. For the avoidance of doubt, (i) an order approving the DIP Motion was not entered by the Bankruptcy Court and the DIP Motion has been withdrawn, and (ii) no debtor-in-possession financing facility has been funded in the Chapter 11 Cases.

1.1.84 **"DIP Motion**" means the *Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, and (IV)*

Granting Related Relief [Docket No. 2459]. A notice of withdrawal of the DIP Motion was filed on September 16, 2021.

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

1.1.86 "**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).

1.1.87 "**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. For the avoidance of doubt, the Talc Personal Injury Trust shall not be considered a Disbursing Agent.

1.1.88 "**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.

1.1.89 "**Disclosure Statement**" means the *Disclosure Statement for Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated November 5, 2024, 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.

1.1.90 "**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.

1.1.91 "**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.

1.1.92 "**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.

1.1.93 "**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.

1.1.94 "**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.

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

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

1.1.97 "**Dual Estate Factor**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

1.1.98 "**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.

1.1.99 "**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.

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

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

1.1.102 "**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.

1.1.103 "**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.

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

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

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

1.1.107 "**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, or by any other creditors, on behalf of any Debtor or its Estate), whether or not asserted, whether known or unknown, in law, at equity or otherwise, whenever and wherever arising under the laws of any jurisdiction, including, without limitation, claims or causes of action: (i) based on a theory of veil piercing, alter ego, vicarious liability, successor liability, mere continuation, domination and control, mere instrumentality, inadequate capitalization, single business enterprise or common enterprise, or any theory seeking to hold an Affiliate of a Debtor or other Protected Party liable for any Debtor's obligations; (ii) to avoid, invalidate or recover any transfer of any kind made by any Debtor, or any obligation of any Debtor, including under Chapter 5 of the Bankruptcy Code or other applicable law; (iii) based on a theory that any Affiliate of any Debtor or other Protected Party conspired with, aided or abetted, or acted in concert with any Debtor in allegedly harming holders of Talc Personal Injury Claims; or (iv) assertable by any Debtor or its Estate as a "generalized" claim under any federal, state, or other applicable law.

1.1.108 "**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.

1.1.109 "**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 Claims in the future, but who are currently unknown. "FCR" stands for Future Claimants' Representative.

1.1.110 "**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.

1.1.111 "**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.

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

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

1.1.114 "**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].

1.1.115 "**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.

1.1.116 "**Foreign Claim**" means a Talc Personal Injury Claim with respect to which: (i) the purchase of a product containing talc mined, processed, milled, manufactured, sold and/or distributed by a Debtor, or for which a Debtor otherwise has 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.

1.1.117 "**Freeport**" means Freeport-McMoRan Inc.

1.1.118 "**Freeport Plan Note Guarantee**" means the guarantee agreement, in substantially the form contained in the Cyprus Mines Plan Supplement, to be executed by Freeport and delivered to the Talc Personal Injury Trust pursuant to which, upon the occurrence of the effective date of the Cyprus Mines Plan, Freeport will guarantee CAMC's payment obligations under the Cyprus Mines Plan Note and be subject to a minimum liquidity covenant of not less than $500 million tested as of the end of each of its fiscal quarters. For purposes of this definition, "liquidity" means the sum of unrestricted cash of Freeport and its consolidated subsidiaries as of the applicable test date, plus availability under Freeport's revolving credit facilities at such time.

1.1.119 "**Fund**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

1.1.120 "**Fund A**" means the Fund described in Section 2.2(a) of the Trust Distribution Procedures.

1.1.121 "**Fund A Claims**" means Talc Personal Injury Claims that are Ovarian Cancer Claims and certain Other Disease Claims (as applicable), which will be compensated from Fund A in accordance with the Trust Distribution Procedures.

1.1.122 "**Fund B**" means the Fund described in Section 2.2(b) of the Trust Distribution Procedures.

1.1.123 "**Fund B Claims**" means Talc Personal Injury Claims that are Mesothelioma Claims, Lung Cancer Claims, and certain Other Disease Claims (as applicable), which will be compensated from Fund B in accordance with the Trust Distribution Procedures.

1.1.124 "**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].

1.1.125 "**Home Proceeds**" has the meaning ascribed to such term in the J&J Settlement Agreement.

1.1.126 "**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 Person's respective heirs, executors, estates, and nominees, as applicable. For the avoidance of doubt, the Imerys Affiliated Parties exclude the J&J Corporate Parties, the Rio Tinto Corporate Parties, and the Cyprus Corporate Parties.

1.1.127 "**Imerys Cash Contribution**" is defined in accordance with Section 10.7.2.2 of the Plan.

1.1.128 "**Imerys Contribution**" is defined in accordance with Section 10.7.2.4 of the Plan.

1.1.129 "**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., 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, the J&J Corporate Parties, the Rio Tinto Corporate Parties, or the Cyprus Corporate Parties.

1.1.130 "**Imerys Designated Account**" has the meaning ascribed to such term in the J&J Settlement Agreement.

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

1.1.132 "**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.

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

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

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

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

1.1.137 "**Imerys Settlement Funds**" means (i) $75 million, consisting of $74.5 million Cash and the Talc PI Note, *plus* (ii) the Sale Proceeds, *less* (iii) $376,630.14, representing Imerys S.A.'s reasonable and documented out-of-pocket costs and expenses of negotiation and preparation of the DIP Loan Documents. For the avoidance of doubt, the Talc Personal Injury Trust will receive the *remaining* Sale Proceeds after accounting for (i) amounts used to fund the Chapter 11 Cases and (ii) any and all amounts payable or reserved pursuant to the Plan.

1.1.138 "**Imerys USA**" means Imerys USA, Inc., a Non-Debtor Affiliate.

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

1.1.140 "**Indirect Talc Personal Injury Claim**" means a Talc Personal Injury Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, 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), insurer, 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.

1.1.141 "**Information Officer**" means any Entity (current and former), in its capacity as the information officer appointed by the Canadian Court in the Canadian Proceeding.

1.1.142 "**Initial Payment Percentages**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

1.1.143 "**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.

1.1.144 "**Insurance Adversary Proceeding**" means the adversary proceeding 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.

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

1.1.146 "**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.

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

1.1.148 "**Intercompany Loan**" means that certain loan payable from the Imerys Non-Debtors to the North American Debtors in the amount of approximately $23,963,000 as of the Petition Date, which has been paid in full, as of January 29, 2021.

1.1.149 "**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.

1.1.150 "**ITA**" means Imerys Talc America, Inc., a Delaware corporation, and a Debtor in the Chapter 11 Cases.

1.1.151 "**ITA Stock**" means all of the outstanding shares of stock of (i) ITA, 100% of which is currently held by Imerys USA, or (ii) if on or after the Effective Date, Reorganized ITA, and which, upon the Effective Date, will be contributed to the Talc Personal Injury Trust. On the Petition Date, the ITA Stock was held by Imerys Minerals Holding Limited.

1.1.152 "**ITC**" means Imerys Talc Canada Inc., a Quebec (Canada) corporation, and a Debtor in the Chapter 11 Cases.

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

1.1.154 "**ITC Stock**" means all of the outstanding shares of stock of (i) ITC, 100% of which is currently held by Mircal S.A., a Non-Debtor Affiliate, or (ii) if on or after the Effective Date, Reorganized ITC, and which, upon the Effective Date, will be contributed to the Talc Personal Injury Trust.

1.1.155 "**ITI**" means Imerys Talc Italy S.p.A., an Italian corporation, and a potential Debtor in the Chapter 11 Cases.

1.1.156 "**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.

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

1.1.158 "**ITI Stock**" means all of the outstanding shares of stock of (i) ITI, the majority of which is currently held by Mircal Italia, a Non-Debtor Affiliate, or (ii) if on or after the Effective Date, Reorganized ITI.

1.1.159 "**ITV**" means Imerys Talc Vermont, Inc., a Vermont corporation, and a Debtor in the Chapter 11 Cases.

1.1.160 "**ITV Stipulated Claim**" means any superpriority administrative expense claim held by ITV against ITA arising as a result of the Professional Fee Stipulated Order.

1.1.161 "**ITV Stock**" means all of the outstanding shares of stock of (i) ITV, 100% of which is currently held by ITA, or (ii) if on or after the Effective Date, Reorganized ITV.

1.1.162 "**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. For the avoidance of doubt, J&J includes LLT Management LLC

(f/k/a LTL Management LLC), Kenvue, Inc., Janssen Pharmaceuticals, Inc., and Johnson & Johnson Holdco (NA) Inc. and excludes the Debtors, the Imerys Corporate Parties, the Cyprus Corporate Parties, and the Rio Tinto Corporate Parties.

1.1.163 "**J&J Agreements**" means: (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, as amended; (iii) that certain Supply Agreement between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of April 15, 2001, as amended; (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.

1.1.164 "**J&J Corporate Parties**" has the meaning ascribed to such term in the J&J Settlement Agreement. For the avoidance of doubt, the J&J Corporate Parties exclude the Debtors, the Imerys Corporate Parties, the Cyprus Corporate Parties, and the Rio Tinto Corporate Parties.

1.1.165 "**J&J Initial Payment**" means $225,000,000.

1.1.166 "**J&J Insurance Payments**" has the meaning ascribed to such term in the J&J Settlement Agreement.

1.1.167 "**J&J Insurance Recoveries**" has the meaning ascribed to the term "Insurance Recoveries" in the J&J Settlement Agreement.

1.1.168 "**J&J Payment Obligations**" has the meaning ascribed to such term in the J&J Settlement Agreement.

1.1.169 "**J&J Payment Protocol**" means the protocol governing the payment of the J&J Payment Obligations to the Debtors, Cyprus Mines, and/or the Talc Personal Injury Trust, as applicable, which is set forth in Sections 4 and 5 of the J&J Settlement Agreement.

1.1.170 "**J&J Policies**" has the meaning ascribed to such term in the J&J Settlement Agreement.

1.1.171 "**J&J Related Rights**" means any and all rights and claims the Debtors or any Protected Party has against J&J in respect of Talc Personal Injury Claims under the J&J Agreements, the Plan, the other Plan Documents, the Cyprus Mines Plan, or applicable law including, without limitation, rights of and claims for contribution, reimbursement, subrogation, indemnification, and/or breach of contract.

1.1.172 "**J&J Settlement**" means that certain settlement set forth in the J&J Settlement Agreement and approved by the Bankruptcy Court pursuant to the J&J Settlement Order.

1.1.173 "**J&J Settlement Agreement**" means the Amended and Restated Settlement Agreement and Release among the Debtors, Imerys S.A., Cyprus Mines, CAMC, the Tort Claimants' Committee, the FCR, the Cyprus Tort Claimants' Committee, and the Cyprus FCR, on the one hand, and the J&J Settling Parties, on the other hand, which was approved by the Bankruptcy Court pursuant to the J&J Settlement Order and is attached hereto as Exhibit E.

1.1.174 "**J&J Settlement Closing Date**" has the meaning ascribed to the term "Closing Date" in the J&J Settlement Agreement.

1.1.175 "**J&J Settlement Order**" means the *Order (I) Approving the Amended and Restated Settlement Agreement Between the Imerys Debtors, the Cyprus Debtor, Johnson & Johnson, and the Other Parties Thereto, and (II) Approving the Sale of Certain Rights* [Docket No. 6715].

1.1.176 "**J&J Settlement Proceeds**" means the amount of the J&J Payment Obligations and the Home Proceeds that is (i) received by the Cyprus Designated Account prior to the Effective Date, (ii) in the Imerys Designated Account on the Effective Date, and (iii) payable to the Talc Personal Injury Trust on or after the Effective Date pursuant to the terms of the J&J Settlement Agreement.

1.1.177 "**J&J Settling Parties**" means Johnson & Johnson and any successor thereto, Johnson & Johnson Holdco (NA) Inc. (f/k/a J&J Intermediate Holding Corp.) and any successor thereto, Pecos River Talc LLC and any successor thereto, and Red River Talc LLC and any successor thereto. For the avoidance of doubt, the J&J Settling Parties exclude the Debtors, the Imerys Corporate Parties, the Cyprus Corporate Parties, and the Rio Tinto Corporate Parties.

1.1.178 "**Judgment**" means a final and binding judicial determination or arbitration award.

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

1.1.180 "**London Market Insurers**" has the meaning ascribed to such term in the London Market Settlement and Release Agreement.

1.1.181 "**London Market Settlement and Release Agreement**" means the settlement and release agreement by and between CAMC, on the one hand, and certain Underwriters at Lloyd's, London, and certain London Market Insurance Companies, on the other hand, entered into about May 2001.

1.1.182 "**Lung Cancer Claim**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

1.1.183 "**Mesothelioma Claim**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

1.1.184 "**Mesothelioma / Lung Cancer TAC**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

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

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

1.1.187 "**Non-Debtor Covered Entities**" has the meaning ascribed to such term in the XL Settlement Agreement.

1.1.188 "**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 post-petition 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 Administrative Expense Contribution.

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

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

1.1.191 "**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.

1.1.192 "**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.

1.1.193 "**Non-Talc Insurance Policies**" means any insurance policy, other than a Talc Insurance Policy or a Cyprus 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.

1.1.194 "**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. For the avoidance of doubt, the North American Debtor Causes of Action do not include any claims

or causes of action that are Purchased Assets (as that term is defined in the Asset Purchase Agreement).

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

1.1.196 "**North American Debtor Stock**" means the ITA Stock and the ITC Stock.

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

1.1.198 "**Old Republic**" means Old Republic Insurance Company.

1.1.199 "**Other Disease Claim**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

1.1.200 "**Ovarian Cancer Claim**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

1.1.201 "**Ovarian Cancer TAC**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

1.1.202 "**Payment Percentages**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

1.1.203 "**PBGC**" means the Pension Benefit Guaranty Corporation.

1.1.204 "**PDC Agreement**" means the letter agreement by and between Phelps Dodge Corporation, on the one hand, and BP Amoco Corporation, on the other hand, entered into on February 28, 2000.

1.1.205 "**PDC Agreement Talc Insurance and Indemnity Rights"** means all rights, Claims, benefits, or causes of action held by the Cyprus Protected Parties with respect to Talc Personal Injury Claims and the PDC Agreement, including the right to receive proceeds paid under any Cyprus Talc Insurance Policy subject to the PDC Agreement or from BP Amoco Corporation as indemnitor of certain insurance companies.

1.1.206 "**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.

1.1.207 "**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.

1.1.208 "**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.

1.1.209 "**Plan**" means this *Second Joint 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 and the Cyprus Settlement. The Plan shall be in form and substance acceptable to each of the Plan Proponents.

1.1.210 "**Plan Cure and Assumption Notices**" means (i) notices of proposed assumption and proposed Cure Amounts distributed or to be distributed to the applicable counterparty or counterparties to each Executory Contract or Unexpired Lease that may be assumed by a North American Debtor pursuant to the Plan, which notices 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 and (ii) notices of proposed assumption and proposed Cure Amounts distributed or to be distributed to the applicable counterparty or counterparties to each Executory Contract or Unexpired Lease that may be assumed by ITI, which notices 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.

1.1.211 "**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).

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

1.1.213 "**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan filed by the Debtors, with terms consistent with the Plan, no later than fourteen (14) days prior to the earlier of (i) the deadline for submission of Ballots (as defined in the Voting Procedures) 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 and the Talc PI Guaranty; (l) the Talc PI Pledge Agreement; (m) a list of the Talc Insurance Policies; (n) the list of officers and directors of Reorganized ITI; (o) the Share Purchase

Agreement; and (p) the initial members of the Ovarian Cancer TAC and the initial members of the Mesothelioma / Lung Cancer TAC; *provided* that (x) the Plan Documents listed in subsections (d), (g), (h), (i), (j), (k), (l), (o), and (p) shall each be in form and substance acceptable to each of the Plan Proponents and (y) the Plan Documents listed in subsections (d), (g), (m), and (p) shall be in form and substance reasonably acceptable to each of the Cyprus Plan Proponents (but only with respect to any terms or provisions that are material to the rights of the applicable Cyprus Plan Proponent or to the treatment of Cyprus Talc Personal Injury Claims). The Plan Supplement, and any amendments or supplements to the foregoing, will be served only on those parties that have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 and any party in interest who requests in writing a copy from counsel for the Debtors; *provided* that (i) the initial members of the Ovarian Cancer TAC and the Mesothelioma / Lung Cancer TAC and (ii) any amendments to the identity of the initial Talc Trustees and their compensation, the identity of the initial Delaware Trustee, the initial members of the Ovarian Cancer TAC and the initial members of the Mesothelioma / Lung Cancer TAC, will be filed and served on all parties receiving Ballots. In addition, copies of all Executory Contract and Unexpired Lease exhibits, and any amendments thereto, will be served on the applicable counterparties to such Executory Contracts and Unexpired Leases. A copy of the Plan Supplement and any amendments or supplements thereto will be available for review on the Claims Agent's website free of charge at https://cases.ra.kroll.com/ImerysTalc/ by clicking the link for "Plan & Disclosure Statement."

1.1.214 "**Post-Effective Date FCRs**" has the meaning ascribed to such term in the Talc Personal Injury Trust Documents.

1.1.215 "**Post-Effective Date Liabilities**" is defined in accordance with Section 4.15 of the Plan.

1.1.216 "**Prior Plan Cure and Assumption Notice**" means any Plan Cure and Assumption Notice distributed or caused to be distributed prior to October 13, 2021, to a counterparty to an Executory Contract or Unexpired Lease that may be assumed by a North American Debtor or ITI. For the avoidance of doubt, any objection to the proposed assumption by any of the North American Debtors pursuant to the Plan (including any objection as to adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code) or related Cure Amount (not previously included on a Sale Cure Notice) by a counterparty to a North American Debtor Executory Contract or Unexpired Lease that received a Prior Plan Cure and Assumption Notice was required to be filed, served and actually received by counsel to the Debtors and the other parties specified in the Prior Plan Cure and Assumption Notice by February 15, 2021 or such later date as identified in the applicable Prior Plan Cure and Assumption Notice.

1.1.217 "**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, or a Fee Claim.

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

1.1.219 "**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.

1.1.220 "**Professional Fee Stipulated Order**" means that certain *Order Approving Revised Stipulation and Agreement Permitting Imerys Talc Canada Inc. and Imerys Talc Vermont, Inc. to Make Payments to Imerys Talc America, Inc. for Chapter 11 Costs* [Docket No. 5504], which supersedes 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].

1.1.221 "**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.

1.1.222 "**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;

(g) the Rio Tinto Protected Parties; and

(h) the Cyprus Protected Parties.

1.1.223 "**Providence Washington**" means Providence Washington Insurance Company and Seaton Insurance Company, formerly known as Unigard Security Insurance Company, formerly known as Unigard Mutual Insurance Company.

1.1.224 "**Purchased Properties**" means (i) any properties ITV has or may acquire pursuant to the *Order Authorizing Debtors to Pursue and Effectuate Purchase of Property Located in Lyndonville, Vermont and Johnson, Vermont* [Docket No. 3961] and

(ii) other properties acquired by the Debtors with the approval of the Bankruptcy Court before the Effective Date.

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

1.1.226 "**Released Parties**" means each of: (a) the Imerys Protected Parties; (b) the Debtors; (c) the Reorganized Debtors; (d) the Tort Claimants' Committee; (e) the individual members of the Tort Claimants' Committee (in their capacities as such); (f) the FCR; (g) the Information Officer; (h) the Rio Tinto Protected Parties subject to the limitation in Section 10.8.6 of the Plan; (i) the Cyprus Protected Parties; (j) the Reorganized Cyprus Mines Debtor; (k) the Cyprus Tort Claimants' Committee; (l) the individual members of the Cyprus Tort Claimants' Committee (in their capacities as such); (m) the Cyprus FCR; (n) the Zurich Protected Parties; (o) the XL Protected Parties; and (p) to the fullest extent permitted by applicable law, with respect to each of the foregoing Persons in clauses (b), (c), (d), (f), (g), (j), (k), and (m), each such Person's Representatives.

1.1.227 "**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 Person's respective predecessors, successors, and assigns, each in their capacity as such.

1.1.228 "**Reorganized Cyprus Mines Debtor**" means Cyprus Mines as it exists after the effective date of the Cyprus Mines Plan.

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

1.1.230 "**Reorganized ITA**" means ITA, renamed Ivory America, Inc. or such other name as set forth in the Amended Charter Documents, on and after the Effective Date.

1.1.231 "**Reorganized ITC**" means ITC, renamed Ivory Canada, Inc. or such other name as set forth in the Amended Charter Documents, on and after the Effective Date.

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

1.1.233 "**Reorganized ITV**" means ITV, renamed Ivory Vermont, Inc. or such other name as set forth in the Amended Charter Documents, on and after the Effective Date.

1.1.234 "**Reorganized North American Debtor Cash Reserve**" means an amount, funded from Cash on hand of the North American Debtors, including the Sale Proceeds, 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, (c) amounts due in respect of the Canadian Proceeding related to the post-Effective Date period, (d) amounts the Reorganized North American Debtors will require for working capital purposes, and (e) amounts necessary to fund the Debtors' medical retiree benefit obligations for the Debtors' retired employees. For the avoidance of doubt, (i) 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 and (ii) post-Effective Date proceeds from the Purchased Properties not otherwise paid to the Talc Personal Injury Trust as a dividend will remain in the Reorganized North American Debtor Cash Reserve subject to Section 10.15.2 of the Plan.

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

1.1.236 "**Representatives**" means with respect to any Person, such Person's (a) successors, permitted assigns, subsidiaries, and controlled affiliates, (b) 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.

1.1.237 "**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.

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

1.1.239 "**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.

1.1.240 "**Rio Tinto Captive Insurers**" means Three Crowns Insurance Company (formerly known as Three Crowns Insurance Company Limited) and Metals & Minerals Insurance Pte. Ltd. (both in their own capacities and, as applicable, as successor to Falcon Insurance Ltd.), and any future successors or assigns of any of the foregoing but only in their capacities as such, collectively or individually, as appropriate.

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

1.1.242 "**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.

1.1.243 "**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, the Cyprus Protected Parties, the XL Protected Parties, and the J&J Corporate Parties.

1.1.244 "**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.

1.1.245 "**Rio Tinto/Zurich Credit Contribution**" is defined in accordance with Section 10.8.2.1 of the Plan.

1.1.246 "**Rio Tinto/Zurich Credits**" is defined in accordance with Section 10.8.2.1 of the Plan.

1.1.247 "**Rio Tinto/Zurich Future Credits**" is defined in accordance with Section 10.8.2.1 of the Plan.

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

1.1.249 "**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.

1.1.250 "**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 attached as Exhibit C to the Plan, as it may be amended from time to time.

1.1.251 "**Rio Tinto/Zurich Trigger Date**" has the meaning ascribed to such term in the Rio Tinto/Zurich Settlement Agreement.

1.1.252 "**Sale**" means the sale of substantially all of the assets of the North American Debtors to the Buyer pursuant to the Asset Purchase Agreement, as approved by the Sale Order.

1.1.253 "**Sale Closing Date**" means February 17, 2021.

1.1.254 "**Sale Cure Notice**" means a notice of the potential assumption and assignment of certain Executory Contracts and Unexpired Leases 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 that was served on applicable contract counterparties in connection with the Bid Procedures Order and the Sale Order on July 28, 2020, August 28, 2020, October 28, 2020, January 15, 2021, January 22, 2021, January 29, 2021, and April 30, 2021 (as applicable). For the avoidance of doubt, 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. Pursuant to the Bid Procedures Order, the foregoing deadlines and requirements apply to any counterparty that was identified in any supplemental Sale Cure Notice.

1.1.255 "**Sale Order**" means the *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* [Docket No. 2539].

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

1.1.257 "**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.

1.1.258 "**Seaton Settlement and Release Agreement**" means the settlement and release agreement by and between Freeport, on the one hand, and Seaton Insurance Co., f/k/a Unigard Security Insurance Co., f/k/a Unigard Mutual Insurance Co., entered into in 2013.

1.1.259 "**Secured Claim**" means a 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.

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

1.1.261 "**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) the Cyprus Settling Talc Insurance Companies;

(d) the XL Protected Parties;

(e) 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

(f) 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 Committees, and the Post-Effective Date FCRs; *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.

1.1.262 "**Share Purchase Agreement**" means that certain Share Purchase Agreement by and between Reorganized ITA and Reorganized ITC, in substantially the form contained in the Plan Supplement.

1.1.263 "**Shared Talc Insurance Policies**" means the Talc Insurance Policies issued by XL Insurance Company Ltd. to the Imerys Non-Debtors and the Debtors, including policy numbers FR00003071LI11A, FR00003071LI12A, and FR00003071LI13A, 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. For the avoidance of doubt, the XL Policies are not Shared Talc Insurance Policies.

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

1.1.265 "**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.

1.1.266 "**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, whether prior to or after the Petition Date, (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 California Coverage Action and the Insurance Adversary Proceeding.

1.1.267 "**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.

1.1.268 "**Talc Insurance Assets**" means (a) the Talc Insurance Actions, (b) the Talc Insurance Action Recoveries, (c) the Talc Insurance CIP Agreements, (d) the Talc Insurance Settlement Agreements, (e) the Talc In-Place Insurance Coverage, (f) the Talc Insurance Policy Rights, including the Cyprus Talc Insurance Policy Rights, (g) the PDC Agreement Talc Insurance and Indemnity Rights, and (h) all other rights under or with respect to the Talc Insurance Policies, subject to the J&J Settlement Agreement. For the avoidance of doubt, the Talc Insurance Assets do not include rights under any Settled Talc Insurance Policies except as expressly set forth in the applicable Talc Insurance Settlement Agreement.

1.1.269 "**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.

1.1.270 "**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.

1.1.271 "**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.

1.1.272 "**Talc Insurance Policy Rights**" means (a) all rights, Claims, benefits, or causes of action, if any, held by the Debtors with respect to the Talc Insurance Policies, the Cyprus Talc Insurance Policies, and the J&J Policies, including the right to receive proceeds, subject to the J&J Settlement Agreement; and (b) all rights, Claims, or causes of action, if any, held by the Debtors, including the right to receive proceeds, with respect to any settlement agreements or coverage-in-place agreements to the extent those agreements amend, modify, replace, or govern the rights and obligations of, and the coverage afforded to, any or all of the Debtors under any Talc Insurance Policy, any Cyprus Talc Insurance Policy, and any J&J Policy, subject to the J&J Settlement Agreement.

1.1.273 "**Talc Insurance Settlement Agreement**" means (a) the Rio Tinto/Zurich Settlement Agreement, (b) the XL Settlement Agreement, and (c) any other settlement agreement entered into after the Petition Date by and among (i) any Talc Insurance Company, on the one hand, and (ii) one or more of the Debtors and consented to

by the Tort Claimants' Committee and the FCR (or the Talc Personal Injury Trust, the Talc Trust Advisory Committees and the Post-Effective Date FCRs, after the Effective Date), on the other hand, in which a Talc Insurance Policy and/or the Debtors' rights thereunder with respect to Talc Personal Injury Claims are released.

1.1.274 "**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.

1.1.275 "**Talc Personal Injury Claim**" means any Claim or 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 or harms (whether physical, emotional or otherwise and whether or not diagnosable or manifested before Confirmation or the close of the Chapter 11 Cases), directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products in connection with the alleged pre-Effective Date acts or omissions of one or more of the Debtors or any other Entity for whose conduct one or more of the Debtors (i) have liability or (ii) are alleged to have liability by reason of a Debtor's direct or indirect ownership or control of, conduct of business, or any transaction with such Entity. Talc Personal Injury Claims include, without limitation, any such claims or demands directly or indirectly arising out of or relating to: (a) any products previously mined, processed, milled, manufactured, sold (including, without limitation, any Sale pursuant to the Sale Order) and/or distributed by a Debtor or by any other Entity for whose conduct a Debtor has liability or is alleged to have liability; (b) any materials present at any premises owned, leased, occupied or operated by any Entity for whose products, acts, omissions, business or operations one or more of the Debtors have, or are alleged to have, liability; or (c) any talc in any way connected to a Debtor 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 in the nature of alter ego, veil piercing, successor or vicarious liability, mere continuation, fraudulent transfer or conveyance, or conspiracy, and 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. 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. For the avoidance of doubt, the term "Talc Personal Injury Claim" does not encompass any Claim against a Protected Party (other than a Debtor) that does not arise out of or relate directly or indirectly to such Protected Party's current or former (i) affiliation or corporate relationship with a Debtor (including direct or indirect ownership of a Debtor or predecessor thereof), (ii) control over a Debtor or predecessor thereof, (iii) provision of insurance to or for the benefit of a Debtor, or (iv) conduct of business or transactions involving a Debtor or predecessor thereof, but does encompass any Claim against a Protected Party that is covered by or comes within any of clauses (i) – (iv) of this sentence. Notwithstanding the foregoing, Talc Personal Injury Claims do not include: (a) 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; or (b) any claims or defenses that a Settling Talc Insurance Company may have against its reinsurers and/or retrocessionaires in their capacities as such (including any reinsurers or retrocessionaires that are Released Parties) or that any reinsurer or retrocessionaire of a Settling Talc Insurance Company may have against such Settling Talc Insurance Company in its capacity as a reinsured, and nothing in the Plan, the Plan Documents, or the Confirmation Order shall impair or otherwise affect the ability of any Settling Talc Insurance Company (or any reinsurer or retrocessionaire) to assert any such claim or defense in any forum; *provided* that no such claim can be asserted against the Talc Personal Injury Trust unless otherwise provided in the Plan.

1.1.276 "**Talc Personal Injury Demand**" means a demand for payment, present or future, against one or more of the Debtors or any Protected Party that (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 Documents.

1.1.277 "**Talc Personal Injury Trust**" means the Ivory America / Cyprus Personal Injury Trust established pursuant to the Talc Personal Injury Trust Agreement, the other Plan Documents, and the Cyprus Mines Plan, which is a "qualified settlement fund" within the meaning of Treasury Regulations issued under Section 468B of the Internal Revenue Code.

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

1.1.279 "**Talc Personal Injury Trust Assets**" means the following assets and any income, earnings, 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) the right to receive the Cyprus Contributions pursuant to the Cyprus Settlement; (d) the right to receive the XL Contribution pursuant to the XL Settlement; (e) all Cash held by the North American Debtors as of the Effective Date, not including the Cash used to fund the Reserves; (f) all non-Cash assets included in the Imerys Contribution, including the Contributed Indemnity and Insurance Interests; (g) the Talc Personal Injury Trust Causes of Action and any and all proceeds thereof; (h) the Talc Insurance Assets and all Claims thereunder; (i) the 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 right to receive the J&J Settlement Proceeds; (m) the Talc PI Note; and (n) the income or earnings realized or received in respect to items (a) to (m) above. For the avoidance of doubt, the Purchased Properties, which will be owned and operated by Reorganized ITV on and after the Effective Date, shall not constitute "Talc Personal Injury Trust Assets," *provided*, *however*, that any proceeds derived from operation of the Purchased Properties (except Cash required to fund the Reserves) and realized from the liquidation of the Purchased Properties in accordance with Section 10.15.2 shall constitute "Talc Personal Injury Trust Assets." The allocation of the Talc Personal Injury Trust Assets among the Funds is set forth in the Trust Distribution Procedures.

1.1.280 "**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, rights, defenses, or bases for claim reduction 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; (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; and (e) any claim, cause of action, or right of the Debtors or any one of them to enforce the Imerys Settlement, the Cyprus Settlement, the J&J Settlement, and any Talc Insurance Settlement Agreement for the benefit of the Talc Personal Injury Trust. For the avoidance of doubt, the Talc Personal Injury Trust Causes of Action shall not include (a) any defenses, cross-claims, offsets, or recoupments against any Protected Party or any Talc Insurance Company, (b) any retained causes of action as contemplated by Section 11.1 of the Plan, or (c) any Debtor J&J Released Claim and any J&J Related Rights; *provided, however*, if (i) the J&J Settlement Agreement is terminated, pursuant to Section 8.3 of the J&J Settlement Agreement, after the Effective Date, (ii) the Bankruptcy Court determines, after notice and hearing, that such termination requires that the Parties (as defined in the J&J Settlement Agreement) be returned to the status quo ante

immediately preceding the Execution Date (as defined in the J&J Settlement Agreement), and (iii) each such Party is, in fact, returned to the status quo ante immediately preceding the Execution Date in all respects, including, for the avoidance of doubt, repayment in full of all J&J Payment Obligations made theretofore, then the Talc Personal Injury Trust Causes of Action shall include the Debtor J&J Released Claims and the J&J Related Rights. For the avoidance of doubt, nothing herein shall be interpreted as modifying the J&J Settlement Agreement, including with regard to what remedies may be available or are appropriate thereunder.

1.1.281 "**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 form and substance of such documents shall be acceptable to the Plan Proponents and the Cyprus Plan Proponents, and (ii) after the Effective Date, the Plan Proponents and the Cyprus 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 or Article XII of the Cyprus Mines Plan.

1.1.282 "**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.

1.1.283 "**Talc PI Guaranty**" means that certain guaranty made by Imerys S.A. in favor of the Talc Personal Injury Trust, which will guarantee ITI's obligations under the Talc PI Note.

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

1.1.285 "**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.

1.1.286 "**Talc Trust Advisory Committees**" means the Ovarian Cancer TAC and the Mesothelioma / Lung Cancer TAC, in each case, as appointed and serving in accordance with Section 4.5 of the Plan, and having the powers, duties and obligations set forth in the Talc Personal Injury Trust Agreement.

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

1.1.288 "**Talc Trust Contribution**" is defined in accordance with Section 10.7.2.3 of the Plan.

1.1.289 "**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.

1.1.290 "**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.

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

1.1.292 "**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.

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

1.1.294 "**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.

1.1.295 "**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.

1.1.296 "**Unsecured Claim Contribution**" is defined in accordance with Section 10.7.2.2 of the Plan.

1.1.297 "**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.

1.1.298 "**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 Voting Procedures, solely for voting purposes and not for allowance or distribution purposes, and (ii) approves the Voting Procedures.

1.1.299 "**XL**" means XL Insurance America, Inc.

1.1.300 "**XL California Fire Claim Contribution**" means (a) $1 million, which XL will contribute, or cause to be contributed, to the Talc Personal Injury Trust, and (b) $1.25 million, which XL will pay to Imerys Filtration Minerals, Inc. (a Non-Debtor Covered Entity) in consideration for the release of claims for insurance coverage arising from the settlement of a lawsuit styled as *California Department of Forestry & Fire Protection v. Imerys Filtration Minerals, Inc., et al.*, Santa Barbara County Superior Court, Case No. 16CV02133.

1.1.301 "**XL Cash Contribution**" means $28.25 million, which XL will contribute, or cause to be contributed, to the Talc Personal Injury Trust.

1.1.302 "**XL Contribution**" means, collectively, (a) the XL Cash Contribution and (b) the XL California Fire Claim Contribution.

1.1.303 "**XL Corporate Parties**" means XL and all Persons listed on Schedule IX hereto. Schedule IX is an exclusive list and does not include, among others, the Debtors, the Imerys Protected Parties, the Rio Tinto Protected Parties, the Zurich Protected Parties, the Cyprus Protected Parties, and the J&J Corporate Parties.

1.1.304 "**XL Policies**" means any and all Talc Insurance Policies issued by the XL Corporate Parties, including the Talc Insurance Policies listed on Schedule X. For the avoidance of doubt, the XL Policies shall not include international insurance policies issued to Imerys S.A. by XL Insurance Company Ltd., including policy numbers FR00003071LI11A, FR00003071LI12A, and FR00003071LI13A.

1.1.305 "**XL Protected Parties**" means (a) the XL Corporate Parties; (b) the direct or indirect shareholders of the XL Corporate Parties; (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 XL Corporate Parties; and (d) with respect to each of the foregoing Persons in clauses (b) and (c), each such Person's 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 XL Protected Parties exclude the Debtors, the Imerys Protected Parties, the Rio Tinto Protected Parties, the Zurich Protected Parties, the Cyprus Protected Parties, and the J&J Corporate Parties.

1.1.306 "**XL Released Claims**" is defined in accordance with Section 12.2.1(e) of the Plan.

1.1.307 "**XL Settlement**" means that certain comprehensive settlement set forth in the Plan and the XL Settlement Agreement and implemented by the Plan by and among: (i) XL, on behalf of itself and for the benefit of the XL Protected Parties, (ii) the Debtors, and (iii) Imerys USA, on behalf of itself and the other Non-Debtor Covered Entities, and consented to by the Tort Claimants' Committee and the FCR, pursuant to which, in exchange for the XL Contribution, the XL Protected Parties receive the benefit of the Channeling Injunction and other protections set forth herein and in the XL Settlement Agreement.

1.1.308 "**XL Settlement Agreement**" means the XL Settlement Agreement among XL, the Debtors, and Imerys USA, providing for, *inter alia*, the free and clear sale, pursuant to section 363 of the Bankruptcy Code, of any and all rights and interests in the XL Policies, in substantially the form attached as Exhibit D to the Plan.

1.1.309 "**XL Trigger Date**" means, unless waived by the Debtors and XL, the date that the Tort Claimants' Committee or the FCR provides XL with notice that (a) the Confirmation Order and Affirmation Order have been entered and become Final Orders, and (b) the Effective Date has occurred; *provided* that all of the conditions precedent set forth in Section I.A of the XL Settlement Agreement shall have been satisfied to the extent not waived pursuant to the terms thereof.

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

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

1.1.312 "**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, the Cyprus Protected Parties, and the J&J Corporate Parties.

1.1.313 "**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.

1.1.314 "**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, the Cyprus Protected Parties, the XL Protected Parties, and the J&J Corporate Parties.

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 U.S. 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://cases.ra.kroll.com/imerystalc.

1.4 Ancillary Documents. Each of the schedules and exhibits to the Plan (whether annexed hereto or included in the Plan Supplement) 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, 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, the Sale Proceeds, 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 Professional Fee Stipulated Order, any ITC Stipulated Claim and ITV 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 for work performed prior to 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, the Sale Proceeds, 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.

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, 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, and Fee 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, 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%

Class	Designation	Treatment	Entitlement to Vote	Estimated Recovery
4a	Talc Personal Injury Claims – Fund A Claims	Impaired	Entitled to Vote	The Initial Payment Percentage for Fund A Claims is estimated in the following range: Fund A (Ovarian Cancer Claims and Other Disease Claims (as applicable)): 0.4% – 1.6%. _____ (a) The Trust Distribution Procedures include provisions that require the Talc Trustees to set the Initial Payment Percentage for each Fund after the Effective Date and permit the Talc Trustees to subsequently modify the Payment Percentage for each Fund separately, all with the consent of the applicable Talc Trust Advisory Committee and Post-Effective Date FCR. (b) The Payment Percentages are subject to the Dual Estate Factor, which will increase recoveries for holders of Talc Personal Injury Claims as provided for in the Trust Distribution Procedures.

Class	Designation	Treatment	Entitlement to Vote	Estimated Recovery
4b	Talc Personal Injury Claims – Fund B Claims	Impaired	Entitled to Vote	The Initial Payment Percentage for Fund B Claims is estimated in the following range: Fund B (Mesothelioma Claims, Lung Cancer Claims, and Other Disease Claims (as applicable)): 1.9% – 6.0%. _____ (a) The Trust Distribution Procedures include provisions that require the Talc Trustees to set the Initial Payment Percentage for each Fund after the Effective Date and permit the Talc Trustees to subsequently modify the Payment Percentage for each Fund separately, all with the consent of the applicable Talc Trust Advisory Committee and Post-Effective Date FCR. (b) The Payment Percentages are subject to the Dual Estate Factor, which will increase recoveries for holders of Talc Personal Injury Claims as provided for in the Trust Distribution Procedures.
5a	Non-Debtor Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	*See Treatment*
5b	Debtor Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
6a	Equity Interests in ITA and ITC	Unimpaired	Not Entitled to Vote (Presumed to Accept)	*See Treatment*
6b	Equity Interests in ITV	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%
6c	Equity Interests in ITI	Unimpaired	Not Entitled to Vote (Presumed to Accept)	100%

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: Except to the extent that the holder of an Allowed Priority Non-Tax Claim agrees to a less favorable 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. 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. 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. 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. 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 (Fund A Claims and Fund B Claims)**

(a) Classification: Class 4a consists of all Direct Talc Personal Injury Claims and Indirect Talc Personal Injury Claims that are Fund A Claims, and Class 4b consists of all Direct Talc Personal Injury Claims and Indirect Talc Personal Injury Claims that are Fund B 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. Fund A Claims shall only be compensated from Fund A, and Fund B Claims shall only be compensated from Fund B. Foreign Claims are a subset of Talc Personal Injury Claims that will be channeled to and assumed by the Talc Personal Injury Trust and subject to the Channeling Injunction; however, Foreign Claims will not receive any distributions from the Talc Personal Injury Trust.

(c) Voting: Class 4a and Class 4b are Impaired and each holder of a Talc Personal Injury Claim in Class 4a and/or Class 4b 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 the Effective Date, each holder of a Non-Debtor Intercompany Claim shall waive such Non-Debtor Intercompany Claim pursuant to the Imerys Settlement.

(c) Voting: Class 5a is Unimpaired and each holder of an Allowed Claim in Class 5a is presumed to accept the Plan. Each holder of a Claim in Class 5a is not entitled to vote 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, (iii) be modified or cancelled as of the Effective Date and/or (iv) 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 presumed to accept the Plan. Each holder of a Claim in Class 5b is not entitled to vote to accept or reject the Plan.

3.3.8 **Class 6a – Equity Interests in ITA and ITC**

(a) Classification: Class 6a consists of all Equity Interests in ITA and ITC.

(b) Treatment: On the Effective Date, all Equity Interests in ITA and ITC shall be reinstated and transferred to the Talc Personal Injury Trust. Each holder of an Equity Interest in ITA or ITC has consented to such treatment in accordance with the Imerys Settlement.

(c) Voting: Class 6a is Unimpaired and each holder of an Allowed Class 6a Equity Interest is presumed to accept the Plan. Each holder of an Allowed Equity Interest in Class 6a is not entitled to vote to accept or reject the Plan.

3.3.9 **Class 6b – Equity Interests in ITV**

(a) Classification: Class 6b consists of all Equity Interests in ITV.

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

(c) Voting: Class 6b is Unimpaired and each holder of an Allowed Class 6b Equity Interest is presumed to accept the Plan. Each holder of an Allowed Equity Interest in Class 6b is not entitled to vote to accept or reject the Plan.

3.3.10 **Class 6c – Equity Interests in ITI**

(a) Classification: Class 6c 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 6c is Unimpaired and each holder of an Allowed Class 6c Equity Interest is presumed to accept the Plan. Each holder of an Allowed Equity Interest in Class 6c 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 and the Cyprus Mines Plan. 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 liability and responsibility for all Talc Personal Injury Claims and Cyprus 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 and Cyprus Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Documents. The Talc Personal Injury Trust will resolve Talc Personal Injury Claims and Cyprus Talc Personal Injury Claims in accordance with the Talc Personal Injury Trust Documents in such a way that holders of Talc Personal Injury Claims and Cyprus 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) and any other applicable provisions of the Bankruptcy Code.

4.2.2 Except as set forth in footnote 1 of the Trust Distribution Procedures, 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 Initial Talc Trustees. There shall be two (2) initial Talc Trustees. The initial Talc Trustees of the Talc Personal Injury Trust are Ellen Pryor and Anne Ferazzi, who shall be

appointed in accordance with the terms of the Talc Personal Injury Trust Agreement. 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.

4.4 Delaware Trustee. The initial Delaware Trustee is Wilmington Trust, N.A. and will be appointed as such pursuant to the Confirmation Order. All subsequent Delaware Trustees shall be appointed in accordance with the terms of the Talc Personal Injury Trust Agreement.

4.5 Advising the Talc Personal Injury Trust.

4.5.1 The Talc Trust Advisory Committees. The Talc Trust Advisory Committees shall be established pursuant to the Talc Personal Injury Trust Agreement. The initial Talc Trust Advisory Committees shall have the functions, duties, and rights provided in the Talc Personal Injury Trust Agreement. The initial members of the Ovarian Cancer TAC and the initial members of the Mesothelioma / Lung Cancer TAC shall be those persons named in the Plan Supplement. Each of the Talc Trust Advisory Committee Members shall serve in accordance with the terms and conditions contained in the Talc Personal Injury Trust Agreement.

4.5.2 Successor Talc Trust Advisory Committee Members. Successor Talc Trust Advisory Committee Members shall be appointed as provided in, and pursuant to, the terms of the Talc Personal Injury Trust Agreement.

4.5.3 Post-Effective Date FCRs. From and after the Effective Date, the Post-Effective Date FCRs shall serve in the capacity of future claimants' representatives and as advisors 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 Post-Effective Date FCRs in this capacity shall constitute Talc Personal Injury Trust Expenses.

4.5.4 Successor Post-Effective Date FCRs. Successor Post-Effective Date FCRs shall be appointed as provided in, and pursuant to, the terms of the Talc Personal Injury Trust Agreement.

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

4.6.1 On the Effective Date, and without further action of any Entity, the Talc Personal Injury Trust shall assume the liabilities, obligations, and responsibilities of the Debtors and the other Protected Parties for all Talc Personal Injury Claims, financial or otherwise. This assumption shall not affect (i) the application of the Discharge Injunction and the Channeling Injunction to the Debtors or any other Protected Party or (ii) any Talc Insurance Company's obligation under any Talc Insurance Policy. Except to the extent the Talc Personal Injury Trust expressly assumes obligations under the Plan, the Talc Personal Injury Trust shall have no liability or responsibility for any Claims other than Talc Personal Injury Claims, and no liability or responsibility for any Claims other than Talc Personal Injury Claims shall be transferred or channeled to the Talc Personal Injury Trust.

4.6.2 Except as specifically provided in 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 Talc Personal Injury Trust Cause of Action and Talc Insurance Action, 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, when deposited, shall 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; (d) the Talc Personal Injury Trust shall comply with the Cyprus Insurance Protocol; and (e) 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.

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

4.7.1 Transfers on the Effective Date. To the fullest extent permissible under applicable law, on the Effective Date:

4.7.1.1 Subject to Sections 4.7.2 and 4.7.3, all right, title, and interest in and to the Talc Personal Injury Trust Assets (including the Sale Proceeds) and any proceeds thereof shall, by operation of the Plan and the Confirmation Order, 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.

4.7.1.2 ITI shall issue and deliver the Talc PI Note to the Talc Personal Injury Trust, which shall be guaranteed by Imerys S.A. pursuant to the terms of the Talc PI Guaranty and 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.

4.7.1.3 The Talc Personal Injury Trust shall assume all present and future obligations associated with recovering proceeds under the Talc Insurance Policies, subject to applicable law.

4.7.1.4 The rights of the Debtors under the J&J Settlement Agreement shall be assigned and transferred to the Talc Personal Injury Trust without need for further action by any J&J Settling Party or Person, and the Talc Personal Injury Trust shall be bound by all of the applicable provisions of the J&J Settlement Agreement. Unless the J&J Settlement Agreement is validly terminated pursuant to the terms thereof, the Debtors, the Reorganized Debtors, and the Imerys Corporate Parties shall continue to be bound by the J&J Settlement Agreement and shall retain all of the obligations and benefits thereof notwithstanding the Debtors' assignment and transfer of rights under the J&J Settlement Agreement to the Talc Personal Injury Trust.

4.7.1.5 The Plan shall constitute a motion to assign the Debtors' rights under the J&J Settlement Agreement to the Talc Personal Injury Trust on the Effective Date. Through such assignment, the Talc Personal Injury Trust will be assigned the rights to receive: (i) all amounts in the Imerys Designated Account, and (ii) any other amounts owed to the Debtors by the J&J Settling Parties pursuant to the terms of the J&J Settlement Agreement including any J&J Payment Obligations not yet paid by the J&J Settling Parties.

4.7.2 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 as of the Effective Date pursuant to the Plan, then when such assets accrue or become transferable subsequent to the Effective Date, they shall immediately be transferred 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 transfer, assign, and contribute, such remaining Talc Personal Injury Trust Assets to the Talc Personal Injury Trust as soon as reasonably practicable. In the event the Reorganized Debtors breach any obligation contained in this Section 4.7.2, the Talc Personal Injury Trust will have no adequate remedy at law and shall be entitled to preliminary and permanent declaratory and injunctive relief.

4.7.3 Cyprus Contributions. Notwithstanding anything contained herein or otherwise, the Cyprus Contributions shall be made in accordance with Section 10.9.3 hereof and Section 4.7 of the Cyprus Mines Plan.

4.7.4 Cyprus Talc Insurance Policies. Solely to the extent that the Talc Personal Injury Trust asserts any claim as assignee of a Cyprus Protected Party bound by the PDC Agreement, the Talc Personal Injury Trust shall abide by the terms of the PDC Agreement. For the avoidance of doubt, other than as set forth in this provision or otherwise stated in the Plan, the Cyprus Mines Plan, or the Cyprus Settlement, the Talc Personal Injury Trust is not assuming any obligations undertaken by the Debtors or any Cyprus Protected Party in any settlement agreement or other contract compromising or releasing any rights under any Cyprus Talc Insurance Policy.

4.8 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.

4.9 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.

4.10 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, the Talc Trust Advisory Committee Members, and the Post-Effective Date FCRs 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 Committees shall be dissolved.

4.11 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.

4.12 Cooperation Agreement. The Debtors, the Imerys Non-Debtors, the Talc Personal Injury Trust, Alston & Bird LLP, and Gordon Rees Scully Mansukhani LLP, 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.

4.13 Indemnification of the Protected Parties for Talc Personal Injury Claims. From and after the Effective Date, the Talc Personal Injury Trust shall, pursuant to the Talc Personal Injury Trust Agreement, 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) incurred 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, the Cyprus Protected Parties, and any Settling Talc 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.

4.14 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.

4.15 Institution and Maintenance of Legal and Other Proceedings. From and after the Effective Date, the Talc Personal Injury Trust shall be empowered and entitled, in its sole and absolute discretion and at its own expense, to pursue, compromise or settle all legal actions and other proceedings related to any asset, liability, or responsibility of the Talc Personal Injury Trust that is not released pursuant to the Plan, subject to the Talc Personal Injury Trust Agreement.

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 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 (i) a Class 3a or Class 3b Unsecured Claim against the relevant North American Debtor or ITI or (ii) a Class 4a or Class 4b Talc Personal Injury Claim against the relevant Debtor, as applicable, 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 or prior to November 8, 2024, and subject to Section 5.3.6, the Debtors shall distribute, or cause to be distributed, Plan Cure and Assumption Notices to (i) the applicable counterparty or counterparties to each Executory Contract or Unexpired Lease that may be assumed by ITI and (ii) the applicable counterparty or counterparties to each Executory Contract or Unexpired Lease that may be assumed by the North American Debtors. Any objection to a proposed assumption by the North American Debtors or ITI pursuant to the Plan (including any objection as to adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code) or related Cure Amount by a counterparty to such 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 the date set forth in the applicable Plan Cure and Assumption Notice. Any unresolved objections to a Plan Cure and Assumption Notice 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.

5.3.3 Subject to Section 5.3.6, the Debtors will distribute Plan Cure and Assumption Notices to the applicable counterparty or counterparties to each subsequently identified Executory Contract or Unexpired Lease that may be assumed by a North American Debtor or ITI. 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 under section 365(b)(1) of the Bankruptcy Code) or related Cure Amount 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 a date that is fourteen (14) days after the Debtors serve such counterparty with the Plan Cure and Assumption Notice. Any unresolved objections 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.

5.3.4 Notwithstanding Sections 5.3.2 and 5.3.3 above, (i) any counterparty to an Executory Contract or Unexpired Lease that received a Sale Cure Notice and failed to timely object to any Cure Amount as provided in the applicable Sale Cure Notice is deemed to have consented to such Cure Amount, and (ii) any counterparty to a North American Debtor Executory Contract or Unexpired Lease that received a Prior Plan Cure and Assumption Notice and failed to timely object to any proposed assumption and/or Cure Amount as provided in the applicable Prior Plan Cure and Assumption Notice will be deemed to have assented to such assumption and/or Cure Amount; *provided* that any unresolved objections as related to a Prior Plan Cure and Assumption Notice 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.

5.3.5 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.

5.3.6 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. Each counterparty to an Executory Contract or Unexpired Lease that (i) is included in the list or is later added to the list and that has not received a Prior Plan Cure and Assumption Notice or a Plan Cure and Assumption Notice 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, including any objection as to adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code, and, if the proposed Cure Amount has been modified, exclusively to the proposed Cure Amount.

5.3.7 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, Cyprus Talc Insurance Policies, J&J Policies, and Talc Insurance CIP Agreements. Notwithstanding Section 5.1 above, all Talc Insurance Policies, Cyprus Talc Insurance Policies, J&J 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 the Talc Insurance Policies, the Talc Insurance CIP Agreements, the Cyprus Talc Insurance Policies, and the J&J Policies, including the question of whether any breach has occurred, shall be determined under applicable law. For the avoidance of doubt, the treatment of the Talc Insurance Policies, Cyprus Talc Insurance Policies, J&J Policies, and Talc Insurance CIP Agreements shall, in all respects, be subject to the terms of the J&J Settlement Agreement and the J&J Settlement Order.

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 OTHER THAN TALC PERSONAL INJURY 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) effect 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 Committees, the Post-Effective Date FCRs, and Imerys S.A. The first quarterly report will encompass the first three (3) 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, ADMINISTRATIVE CLAIMS, AND FEE 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 and Fee 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 11.7.2 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 Tort Claimants' Committee, 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 incurred from and after the Effective Date 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, the Sale Proceeds, and/or the Imerys Cash Contribution (excluding the Administrative Expense 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 in Classes 4a and 4b 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, each of Class 4a (Fund A Claims) and Class 4b (Fund B 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 each of Class 4a and Class 4b, respectively, actually voting on the Plan have voted to accept the Plan.

8.3 Acceptance by Holders of Non-Talc Claims and Equity Interests. Classes 1, 2, 3a, 3b, 5b, 6b, and 6c are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Classes 5a and 6a are treated as Unimpaired under the Plan and are presumed to have accepted the Plan because all holders of Claims or Equity Interests (as applicable) in Classes 5a and 6a are Plan Proponents and have consented to their treatment under the Plan in accordance with the Imerys Settlement.

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 Each of Class 4a and Class 4b 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) and other provisions 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 (including the Sale Proceeds) 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, which 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. Each of Class 4a and Class 4b have 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 and do not enjoin or otherwise affect any claims or demands that any holder of a Talc Personal Injury Claim may have, whether presently or in the future, against J&J.

(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, asbestos in 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 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), to the extent applicable, and all other applicable provisions of the Bankruptcy Code.

(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 Assignment of the Talc Insurance Assets is authorized and permissible notwithstanding any terms of the foregoing or provisions of applicable law that may be argued to prohibit the Assignment. The Bankruptcy Code authorizes the Assignment of the Talc Insurance Assets to the Talc Personal Injury Trust pursuant to Section 4.7, and from and after the Assignment of the Talc Insurance Assets to the Talc Personal Injury Trust pursuant to Section 4.7, no Talc Insurance Company may assert under any Talc Insurance Policy, Talc Insurance Settlement Agreement, or Talc Insurance CIP Agreement (i) any defense that the Plan or any other Plan Document does not comply with the Bankruptcy Code or (ii) any defense that the Assignment of the Talc Insurance Assets to the Talc Personal Injury Trust pursuant to Section 4.7, or any other action contemplated by Section 4.7, is prohibited by any Talc Insurance Policy, Talc Insurance Settlement Agreement, Talc Insurance CIP Agreement, or by applicable non-bankruptcy law.

(xix) The J&J Settlement. The assignment of the Debtors' rights under the J&J Settlement Agreement to the Talc Personal Injury Trust on the Effective Date is authorized, including the assignment of the Debtors' rights to receive: (i) all amounts in the Imerys Designated Account and (ii) any other amounts owed to the Debtors by the J&J Settling Parties pursuant to the terms of the J&J Settlement Agreement including any J&J Payment Obligations not yet paid by the J&J Settling Parties.

(xx) The Supplemental Settlement Injunction Order. The Supplemental Settlement Injunction Order is fair, equitable, in the best interests of the Debtors' Estates, and shall be entered in connection with the Imerys Settlement, the Rio Tinto/Zurich Settlement, the Cyprus Settlement, and the XL Settlement.

(xxi) The Imerys Settlement. The Imerys Settlement represents a sound exercise of the Debtors' business judgment, is in the best interest of the Debtors' Estates, complies with section 1123 of the Bankruptcy Code, and is approved pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019.

(xxii) 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 sections 363(b) and 105 of the Bankruptcy Code and Bankruptcy Rule 9019, and all the provisions set forth in Section 2.3 of the Rio Tinto/Zurich Settlement Agreement are appropriate, approved and entered.

(xxiii) The Cyprus Settlement. The Cyprus Settlement (i) represents a sound exercise of the Debtors' business judgment, (ii) is in the best interest of the Debtors and their Estates, (iii) is fair, reasonable, and equitable, and the consideration exchanged under the Cyprus Settlement constitutes a fair and reasonable settlement of the settling parties' disputes, and (iv) is approved pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019.

(xxiv) The XL Settlement. The XL 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 (including the Non-Debtor Covered Entities) in such property pursuant to section 363(f) of the Bankruptcy Code, and (iii) constitutes a purchase in good faith by XL pursuant to section 363(m) of the Bankruptcy Code, rendering the provisions of section 363(m) applicable. The XL Settlement is accordingly approved pursuant to sections 363(b) and 105 of the Bankruptcy Code and Bankruptcy Rule 9019.

(xxv) Adequate Notice. Adequate and sufficient notice of the Plan and the Confirmation Hearing, as well as all deadlines for objecting to the Plan, has been given to: (a) all known creditors and holders of Equity Interests, including all known holders of Talc Personal Injury Claims; (b) parties that requested notice in accordance with Bankruptcy Rule 2002 (including the Tort Claimants' Committee and the FCR); (c) all parties to Unexpired Leases and Executory Contracts with the Debtors; (d) all taxing authorities listed on the Schedules or in the Claims Register; (e) the Department of the Treasury by service upon the District Director of the Internal Revenue Service of the United States; (f) state attorneys general and state departments of revenue for states in which the Debtors have conducted business; and (g) holders of interests in the Talc Insurance Policies being sold free and clear

of such interests under the Plan that have been identified by the Settling Talc Insurance Companies (as applicable) to the Debtors, in each case, (x) in accordance with the solicitation procedures governing such service and (y) in substantial compliance with Bankruptcy Rules 2002(b), 3017, and 3020(b). In addition, notice of the Plan and the Confirmation Hearing, as well as all deadlines for objecting to the Plan, has been sufficiently publicized. Such transmittal, service, and publication were adequate and sufficient to bind, among other parties, each holder of a Talc Personal Injury Claim, and each party represented by the FCR, and no other or further notice is or shall be required.

(xxvi) Due Process. Each holder of a Talc Personal Injury Claim and each party represented by the Tort Claimants' Committee or the FCR has been afforded due process based on the notice referenced in clause (xxv) above, the appointment of the Tort Claimants' Committee and the FCR, and the Plan's compliance with section 524(g) of the Bankruptcy Code.

9.1.6 The J&J Settlement Agreement shall not have been terminated and is otherwise in effect, except pursuant to Section 8.3 of the J&J Settlement Agreement as a result of a material breach by J&J, as determined in accordance with Section 8.3 of the J&J Settlement Agreement.

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, 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.

9.2.2 Cyprus Confirmation Order and Cyprus Affirmation Order. The Cyprus Mines Plan, in form and substance consistent with the Cyprus Settlement, shall have been confirmed by entry of the Cyprus Confirmation Order by the Bankruptcy Court, which shall have been affirmed by entry of the Cyprus Affirmation Order by the District Court, and the Cyprus Confirmation Order and the Cyprus Affirmation Order shall have become Final Orders.

9.2.3 Talc Personal Injury Trust. The Talc Personal Injury Trust Assets shall, simultaneously with the occurrence of the Effective Date or as otherwise provided herein or in the Cyprus Mines Plan (only as related to the assets contributed pursuant to the Cyprus Mines Plan), 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 Cyprus Contributions. Cyprus shall have disbursed, or satisfied all conditions of, the Cyprus Contributions to the Debtors, the Reorganized North American Debtors, or the Talc Personal Injury Trust, as applicable, in accordance with Article X hereof.

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

9.2.9 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.

9.2.10 J&J Settlement Agreement. The J&J Settlement Agreement shall not have been terminated and is otherwise in effect, except pursuant to Section 8.3 of the J&J Settlement Agreement as a result of a material breach by J&J, as determined in accordance with Section 8.3 of the J&J Settlement Agreement.

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 by the Debtors, in whole or in part, but only with the unanimous written consent of each of the Plan Proponents; *provided, however*, that the conditions precedent in Sections 9.2.1 and 9.2.2 cannot be waived or modified other than the condition that the Confirmation Order, the Affirmation Order, the Cyprus Confirmation Order, and the Cyprus Affirmation Order shall have become Final Orders; provided, further, that the conditions precedent in Sections 9.1.6 and 9.2.10 may only be waived by J&J in its sole discretion. Any waiver or modification of a condition precedent permitted 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.

9.5 Concurrent Effectiveness of the Plan and the Cyprus Mines Plan. Subject to satisfaction of the conditions precedent in this Article IX and Article IX of the Cyprus Mines Plan, unless otherwise waived in accordance with Section 9.3 of the Plan or Section 9.3 of the Cyprus

Mines Plan, the Effective Date of the Plan and the effective date of the Cyprus Mines Plan shall occur concurrently.

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 or prior to the Effective Date, ITA will change its name to Ivory America, Inc. (or such other name as set forth in the Amended Charter Documents), ITV will change its name to Ivory Vermont, Inc. (or such other name as set forth in the Amended Charter Documents), and ITC will change its name to Ivory Canada, Inc. (or such other name as set forth in the Amended Charter Documents).

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 Post-Effective Date Governance, Continued Existence of the Reorganized North American Debtors, the North American Debtor Stock, and the Purchase of ITV Stock by Reorganized ITC.

10.5.1 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 reinstated, and (b) simultaneously

with the reinstatement of such shares, the holders of such Equity Interests will transfer the North American Debtor Stock to the Talc Personal Injury Trust.

10.5.2 On the Effective Date, and in conjunction with the events contemplated in Section 10.5.1, Reorganized ITA and Reorganized ITC will enter into the Share Purchase Agreement, pursuant to which Reorganized ITC will purchase 15% of the ITV Stock from Reorganized ITA, such that Reorganized ITA will own 85% of the ITV Stock and Reorganized ITC will own 15% of the ITV Stock.

10.5.3 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.

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

10.5.5 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, the Purchased Properties, 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.

10.5.6 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.

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

10.6.1 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) 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.

10.6.2 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.

10.6.3 On the Effective Date, the officers and directors of Reorganized ITI shall consist of the current officers and directors of ITI, which individuals 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 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.

10.6.5 On the Effective Date, and if applicable, pursuant to sections 1141(b) and 1141(c) of the Bankruptcy Code, all assets of ITI 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 Imerys Settlement.

10.7.1 Compromise and Settlement of Claims.

10.7.1.1 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.

10.7.1.2 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 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.

10.7.1.3 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.

10.7.2 Imerys Contribution.

10.7.2.1 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.

10.7.2.2 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, the FCR, the Cyprus Tort

Claimants' Committee, and the Cyprus 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. $15 million to fund the Debtors' administrative expenses (the "**Administrative Expense Contribution**").

10.7.2.3 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 of the Imerys Non-Debtors, if any, 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, each of which is to be identified in the Plan Supplement (the "**Contributed Indemnity and Insurance Interests**");

b. the Talc PI Pledge Agreement; and

c. the Talc PI Guaranty.

10.7.2.4 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;

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; and

c. contribute, or cause to be contributed, their rights and interests to the XL Policies to the Debtors.

10.7.3 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.

10.8 Rio Tinto/Zurich 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 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.

10.8.1.2 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; (ii) fair and equitable with respect to the holders of Talc Personal Injury Claims, 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; and (iii) 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. 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 Rio Tinto/Zurich Settlement and the Bankruptcy Court's finding that the Rio Tinto/Zurich Settlement is in the best interests of the Debtors and the Estates, and is fair, equitable, and reasonable.

10.8.2 Rio Tinto/Zurich Settlement Contributions.

10.8.2.1 Rio Tinto/Zurich Contribution. Subject to the terms of the Rio Tinto/Zurich Settlement Agreement, 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 "**Rio Tinto/Zurich 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 "**Rio Tinto/Zurich Future Credits**") (together, (i) and (ii), the "**Rio Tinto/Zurich Credit Contribution**"), *provided, however,* that any such claims for Rio Tinto/Zurich Credits or Rio Tinto/Zurich 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 10.8.2.1(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.

10.8.3 Rio Tinto/Zurich Settlement Agreement.

10.8.3.1 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.

10.8.3.2 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.

10.8.3.3 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.

10.8.4 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 released under the Rio Tinto/Zurich Settlement Agreement.

10.8.5 Cooperation. Rio Tinto and Zurich shall use reasonable efforts to assist and cooperate with the Talc Personal Injury Trust, Talc Trustees, Talc Trust Advisory Committees, and Post-Effective Date FCRs to pursue the Rio Tinto/Zurich Credits and Rio Tinto/Zurich Future Credits, as set forth in the Rio Tinto/Zurich Settlement Agreement.

10.8.6 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 10.8.2.1 of the Plan.

10.8.7 Form of Certain Documents. The Confirmation Order and the Affirmation Order shall be in form and substance reasonably acceptable to Rio Tinto, the Rio Tinto Captive Insurers, and Zurich.

10.9 Cyprus 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 Cyprus Contributions and other benefits provided pursuant to the Cyprus Settlement, the provisions of the Plan effect a compromise and settlement of all Cyprus Released Claims against the Cyprus Protected Parties as provided in Section 12.2.1(d) of the Plan, and the Plan constitutes a request for the Bankruptcy Court to authorize and approve the Cyprus Settlement and to release all of the Cyprus Released Claims, including, without limitation, the Estate Causes of Action, against each of the Cyprus Protected Parties.

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 the Debtors, Cyprus Mines, CAMC, Freeport, the Tort Claimants' Committee, the FCR, the Cyprus Tort Claimants' Committee, and the Cyprus FCR. The Plan, including the explanation set forth in the Disclosure Statement, shall be deemed a motion to approve the Cyprus Settlement, and the good faith compromise and settlement of all of the Claims and controversies described in the Plan, including without limitation all Estate Causes of Action against any Cyprus Protected Party, pursuant to Bankruptcy Rule 9019, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Cyprus Settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that the Cyprus Settlement is: (i) fair, equitable, reasonable, and in the best interests of the Debtors and their Estates; (ii) fair and equitable with respect to the holders of Talc Personal Injury Claims, in light of the benefits provided, or to be provided, to the Talc Personal Injury Trust by and on behalf of the Cyprus Protected Parties; and (iii) 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 Cyprus Protected Parties. 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 Cyprus Settlement and the Bankruptcy Court's finding that the Cyprus Settlement is in the best interests of the Debtors and the Estates, and is fair, equitable, and reasonable.

10.9.2 Cyprus Document Access Agreement and Cyprus Cooperation. As more fully described in the Cyprus Mines Plan, (i) on the Effective Date, Cyprus Mines, CAMC, and the Talc Personal Injury Trust shall enter into a document access agreement and (ii) the Cyprus Protected Parties shall assist and cooperate with the Talc Personal Injury Trust as may be reasonably necessary for the pursuit of coverage under the Cyprus Talc Insurance Policies, including with respect to the California Coverage Action.

10.9.3 Cyprus Contributions. Subject to the terms of the Cyprus Settlement, and subject to the occurrence of the Effective Date, the Cyprus Protected Parties will make the following contributions (the "**Cyprus Contributions**") to the Talc Personal Injury Trust, to be used for the payment of Talc Personal Injury Claims and Cyprus Talc Personal Injury Claims in accordance with the Trust Distribution Procedures and the Talc Personal Injury Trust Agreement:

a. *Cash Payments from CAMC*. Pursuant to the Cyprus Mines Plan Note, CAMC will pay, on behalf of itself and the Cyprus Protected Parties, a total of $195 million to the Talc Personal Injury Trust via wire transfers in seven installments (the "**CAMC Cash Payments**"). The first three payments shall each consist of $32.5 million and shall total $97.5 million. The next four payments shall each consist of $24.375 million and shall total $97.5 million. Each payment shall be made no later than as set forth in the following schedule:

- Within thirty (30) days after the Effective Date: $32.5 million;
- 1 year anniversary of the initial payment: $32.5 million;
- 2 year anniversary of the initial payment: $32.5 million;
- 3 year anniversary of the initial payment: $24.375 million;
- 4 year anniversary of the initial payment: $24.375 million;
- 5 year anniversary of the initial payment: $24.375 million; and
- 6 year anniversary of the initial payment: $24.375 million.

In connection with the Cyprus Mines Plan Note, CAMC will issue the Cyprus Mines Plan Note Pledge Agreement.

b. *Freeport Guarantee*. Freeport shall issue and deliver the Freeport Plan Note Guarantee on the effective date of the Cyprus Mines Plan, which will guarantee the CAMC Cash Payments and be subject to a minimum liquidity covenant of not less than $500 million tested as of the end of each of its fiscal quarters. The terms of the Freeport Plan Note Guarantee will be substantially in the form contained in the Cyprus Mines Plan Supplement.

c. *Insurance and Other Rights*. Upon the occurrence of the Effective Date, the Cyprus Protected Parties will assign the Cyprus Talc Insurance Policy Rights to the Talc Personal Injury Trust; *provided* that solely to the extent that the Talc Personal Injury Trust asserts any claim as assignee of a Cyprus Protected Party bound by the PDC Agreement, the Talc Personal Injury Trust shall abide by the terms of the PDC Agreement; *provided further* that unless otherwise stated in the Plan or the Cyprus Mines Plan, such obligations shall not include any obligations undertaken by any Cyprus Protected Party in any settlement agreement or other contract

compromising or releasing any rights under any Cyprus Talc Insurance Policy.

d. *Indemnification, Contribution, Subrogation, and Other Rights*. Upon the occurrence of the Effective Date, the Cyprus Protected Parties will assign the following to the Talc Personal Injury Trust: (i) all of their rights to or claims for indemnification, contribution (whether via any "other insurance" clauses or otherwise), reimbursement, subrogation and/or breach of contract against any Person relating to the payment or defense of any Talc Personal Injury Claim or other past talc-related claims channeled to the Talc Personal Injury Trust prior to the Effective Date, and (ii) all of their rights to or claims for indemnification, contribution (whether via any "other insurance" clauses or otherwise), reimbursement, subrogation and/or breach of contract against any Person relating to any other Talc Personal Injury Claim or other claims channeled to the Talc Personal Injury Trust; *provided*, *however*, that the assertion of the foregoing rights 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 Cyprus Protected Parties under the terms of the Plan or the Cyprus Mines Plan.

10.9.4 Dismissal of Actions, Stays of Proceedings, and Release of Claims.

10.9.4.1 Upon occurrence of the Effective Date, (a) the Cyprus Protected Parties shall release, dismiss and withdraw all claims against the Debtors, the Tort Claimants' Committee, and the FCR directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim or Cyprus Talc Personal Injury Claim, including without limitation all indemnity claims, and (b) the Debtors, the Tort Claimants' Committee, and the FCR shall release, dismiss and withdraw all claims against Cyprus Mines, the Cyprus Tort Claimants' Committee, the Cyprus FCR, and the Cyprus Protected Parties directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim or Cyprus Talc Personal Injury Claim, including without limitation all indemnity claims.

10.9.4.2 For the avoidance of doubt, the foregoing dismissals and withdrawals shall be without prejudice to re-filing, and all releases shall be void and all released claims may be reinstated, if and only if the Affirmation Order or the Cyprus Affirmation Order is successfully challenged on appeal by Final Order.

10.9.4.3 In no event shall any party be deemed to have released any other party for breach of agreements adopted pursuant to the Cyprus Settlement.

10.9.5 Releases and Injunctions.

10.9.5.1 Pursuant to the Cyprus Settlement, the Cyprus Mines Plan will protect the Debtors with releases and injunctions substantially equivalent to

those received by the Cyprus Parties under the terms of the Plan, which shall be effective as of the Effective Date.

10.9.5.2 The releases and Injunctions contained in the Plan and the Confirmation Order with respect to the Cyprus Protected Parties shall dissolve immediately should any of the CAMC Cash Payments (or, pursuant to the Freeport Plan Note Guarantee, any payments from Freeport) not be received by the Talc Personal Injury Trust within thirty (30) days of a true and accurate written notice from the Talc Personal Injury Trust to CAMC and Freeport that such payment was due and not made by the deadline set forth above.

10.9.6 Form of Certain Documents.

10.9.6.1 The Plan shall be in form and substance reasonably acceptable to each of the Plan Proponents and each of the Cyprus Plan Proponents.

10.9.6.2 The Affirmation Order and the Confirmation Order shall be in form and substance acceptable to each of the Plan Proponents and each of the Cyprus Plan Proponents.

10.9.7 Allocation of the Cyprus Contributions. The Cyprus Contributions will be allocated among the Funds as set forth in the Trust Distribution Procedures. For the avoidance of doubt, nothing in the Plan Documents shall be interpreted as an admission, or adjudication on the merits of any disputed issue related to the Cyprus Talc Insurance Policies, including, but not limited to, the disputed rights at issue in the Insurance Adversary Proceeding.

10.10 XL Settlement.

10.10.1 Compromise and Settlement of Claims.

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

10.10.1.2 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) XL, on behalf of itself and for the benefit of the XL Protected Parties, (ii) the Debtors, and (iii) Imerys USA, on behalf of itself and the other Non-Debtor Covered Entities, 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 XL Settlement, including the XL 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 XL Settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that the XL 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 XL Protected Parties.

10.10.2 XL Settlement Contribution.

10.10.2.1 XL Contribution. Subject to the terms of the XL Settlement Agreement, XL will make the following contributions, on behalf of itself and for the benefit of the XL Protected Parties, to (i) 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 and (ii) the Non-Debtor Covered Entities for the release of certain claims for insurance coverage:

a. *XL Cash Contribution*. Within ten (10) days after the XL Trigger Date, XL will contribute, or cause to be contributed, $28.25 million in Cash to the Talc Personal Injury Trust.

b. *XL California Fire Claim Contribution*. Within ten (10) days after the XL Trigger Date, XL will (a) contribute, or cause to be contributed, $1 million to the Talc Personal Injury Trust, and (b) pay $1.25 million to Imerys Filtration Minerals, Inc. (a Non-Debtor Covered Entity) in consideration for the release of claims for insurance coverage arising from the settlement of a lawsuit styled as *California Department of Forestry & Fire Protection v. Imerys Filtration Minerals, Inc., et al.*, Santa Barbara County Superior Court, Case No. 16CV02133.

10.10.3 XL Settlement Agreement.

10.10.3.1 Pursuant to the XL Settlement Agreement, XL will acquire any and all rights of the Debtors in the XL 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. For the avoidance of doubt, the XL Policies do not include the Shared Talc Insurance Policies.

10.10.3.2 Confirmation of the Plan will constitute approval of the XL Settlement Agreement pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and a finding that XL is a good-faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code.

10.10.4 Withdrawal of Claims. On the XL Trigger Date, any and all Claims that the XL 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 XL Protected Parties shall not file or assert any additional Claims against any of the Debtors released under the XL Settlement Agreement.

10.10.5 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 XL Protected Parties (as applicable) until the XL Contribution has been made to the Talc Personal Injury Trust in accordance with Section 10.10.2.1 of the Plan.

10.11 Good Faith Compromise and Settlement. The Plan (including its incorporation of the Imerys Settlement, the Rio Tinto/Zurich Settlement, the Cyprus Settlement, and the XL 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 Cyprus Settlement, the XL 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, the Cyprus Protected Parties, the XL Protected Parties, or the Talc Personal Injury Trust is a party.

10.12 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.

10.13 Sources of Consideration for Plan Distributions.

10.13.1 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, (ii) the Sale Proceeds, and (iii) the Imerys Cash Contribution.

10.13.2 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 or the post-

Effective Date proceeds from the business operations of the Reorganized North American Debtors or the sale of the Purchased Properties, 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 10.7.2; (iv) all Cash remaining in the Reserves, if applicable, as set forth in Section 10.14 of the Plan; (v) all proceeds from the Talc Personal Injury Trust Assets; (vi) the Rio Tinto/Zurich Contribution; (vii) the Cyprus Contributions; (viii) the XL Contribution; and (ix) the J&J Settlement Proceeds.

10.13.3 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.

10.13.4 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.

10.13.5 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, the Cyprus Mines Plan, and/or the Talc Personal Injury Trust Documents, as applicable.

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

10.14.1 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.

10.14.2 Upon the final resolution of all Claims against and obligations of the Reorganized North American Debtors, all Cash remaining in the Reorganized North American Debtor Cash Reserve shall be disbursed to the Talc Personal Injury Trust. Upon the liquidation of any non-Cash assets held by the Reorganized North American Debtors, including the Purchased Properties, all proceeds thereof that are not necessary to fund the Reorganized North American Debtor Cash Reserve shall be disbursed to the Talc Personal Injury Trust.

10.14.3 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.

10.15 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; *provided* that no such amendment or modification of the Plan that adversely affects the rights or obligations of the Cyprus Protected Parties or the Rio Tinto Protected Parties, as applicable, shall be permitted hereunder without the prior written consent of CAMC, Cyprus Mines, or Rio Tinto, as applicable. 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 Committees and the Post-Effective Date FCRs consent; (d) Imerys S.A. consents; and (e) the United States Trustee does not object, unless such objection is overruled by the Bankruptcy Court. On and after the Effective Date, the authority to amend, modify, or supplement the Plan Documents, other than the Plan, will be as provided in such Plan Documents. 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 10.15.

10.16 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 does not occur, then 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. For the avoidance of doubt, unless and until the Plan is confirmed and the Effective Date occurs, the Plan will have no force or effect.

10.17 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 rights or protections of the Protected Parties or 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 upon, after or 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 and the Talc Insurance Actions) 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. 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, the Cyprus Protected Parties, the XL 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 Bankruptcy Code, applicable law, the findings made by the Bankruptcy Court in the Confirmation Order, or the findings made by the District Court in the Affirmation Order, nothing in the Plan shall modify, amend, or supplement, or be interpreted as modifying, amending, or supplementing, the terms of any Talc Insurance Policy issued by a non-Settling Talc Insurance Company or rights or obligations under such Talc Insurance Policy to the extent such rights and obligations are otherwise available under provisions of titles 11 and 28 of the United States Code, other applicable law, and the rights and obligations, if any, shall be determined pursuant to the terms and provisions of the Talc Insurance Policies, the provisions of titles 11 and 28 of the United States Code, and other applicable law; *provided, however*, that the permissibility of the Assignment shall be binding on the Talc Insurance Companies. For (i) 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, and (ii) all issues relating to insurance coverage allegedly provided by the XL Corporate Parties, the provisions, terms, conditions and limitations of the XL Settlement shall control.

11.4.1.2 No provision of the Plan, other than those provisions contained in the applicable Injunctions contained 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 and the Insurance Entity Injunction.

11.4.1.3 Nothing in this Section 11.4 is intended or shall be construed to preclude otherwise applicable principles of *res judicata* or collateral estoppel from being applied against any Person.

11.4.1.4 No provision of the Plan shall be interpreted to assign or transfer the rights of any Cyprus Protected Party, or to resolve disputes between Cyprus and the Debtors regarding ownership or control of rights to insurance or indemnity rights, absent occurrence of the Effective Date.

11.5 Institution and Maintenance of Legal and Other Proceedings.

11.5.1 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 and the Talc Personal Injury Trust Causes of Action. 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 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 Actions. Notwithstanding anything to the contrary herein, the Talc Personal Injury Trust shall comply with the Cyprus Insurance Protocol.

11.5.2 Without limiting Section 11.5.1 of this Plan, the Talc Personal Injury Trust shall satisfy, to the extent required under the relevant policies and applicable law, any self-insured retentions and/or any retrospective premiums arising out of any Talc Personal Injury Claims under the Talc Insurance Policies. In the event that a Talc Insurance Company pays such self-insured retention and is entitled to reimbursement from the Talc Personal Injury Trust under applicable law, such non-Settling Talc Insurance Company shall receive that reimbursement in the form of a set-off solely against any claim for coverage by the Talc Personal Injury Trust against that non-Settling Talc Insurance Company with respect to the relevant Talc Personal Injury Claim.

11.6 Terms of Injunctions and Automatic Stay.

11.6.1 All of the injunctions and/or automatic stays provided for in or in connection with the Chapter 11 Cases or any associated adversary proceeding, 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 other 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.

11.6.2 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.

11.7 The FCR and the Tort Claimants' Committee.

11.7.1 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.

11.7.2 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 in this Section 11.7 shall be payable from the Administrative Claim Reserve.

11.7.3 Nothing in this Section 11.7 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 Fee Claims and other Administrative Claims.

11.8 Lack of Precedential Value. The asset allocations, claim values, and claim qualification criteria applicable to holders of Talc Personal Injury Claims provided for in the Plan

and the Plan Documents are based on the unique facts and circumstances of the Chapter 11 Cases and the Cyprus Mines Bankruptcy. The asset allocations, claim values, and claim qualification criteria shall have no precedential effect with respect to the allocation, claim values, or claim qualification criteria that are appropriate with respect to other tort claims against other Persons.

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.

11.10 Provisions Related to the J&J Settlement.

11.10.1 Nothing in the Plan or the Trust Distribution Procedures shall be binding on or used to impact, prejudice, or affect the J&J Corporate Parties (including, without limitation, LLT Management LLC (f/k/a LTL Management LLC), Johnson & Johnson, Red River Talc LLC and Pecos River Talc LLC) in the tort system or in a bankruptcy case.

11.10.2 Unless and until the J&J Settlement Agreement is terminated, the Debtors, Cyprus Mines, the Reorganized Debtors, the Reorganized Cyprus Mines Debtor, the Debtor Corporate Parties, the Talc Personal Injury Trust, the Debtor Releasing Parties, the Non-Debtor Releasing Parties and any other person that seeks to assert claims through any of the foregoing, or to otherwise recover from any Cyprus Talc Insurance Policies, are enjoined from commencing, prosecuting, accepting payment on account of (other than the J&J Payment Obligations), or otherwise pursuing insurance coverage for, J&J Talc Claims, including recovering any defense costs or for contribution; *provided, however*, for the avoidance of doubt, in accordance with Section 6.3 of the J&J Settlement Agreement, nothing in the J&J Settlement Order or the J&J Settlement Agreement shall enjoin or otherwise bar Rio Tinto, the Rio Tinto Captive Insurers and Zurich from seeking insurance coverage (including, without limitation, for defense costs or indemnity, whether for amounts to be paid under the Rio Tinto/Zurich Settlement or otherwise) from their insurers, reinsurers and retrocessionaires; and, *provided*, *further*, nothing in the J&J Settlement Order shall alter the rights and protections afforded Rio Tinto, the Rio Tinto Captive Insurers and Zurich as set forth in Sections 6.3.2 and 6.3.3 of the J&J Settlement Agreement. Unless and until the J&J Settlement Agreement is terminated, any settling insurer, any other party to the Plan Settlement Agreements, including Rio Tinto, the Rio Tinto Captive Insurers, and Zurich, and any person or entity claiming under or through any of the foregoing, including any reinsurers or retrocessionaires, shall not assert, or be able to assert, any subrogation rights against any J&J Corporate Party with respect to any payments made, to be made, or contemplated to be made pursuant to any Plan Settlement Agreement or otherwise on account of any Talc Personal Injury Claim, but instead Rio Tinto, the Rio Tinto Captive Insurers and Zurich shall be able to assert such rights against, and shall have all such rights attach to, the Imerys Share of Settlement Proceeds until the Rio Tinto/Zurich Settlement is consummated. Notwithstanding the above, subject to the other terms of the J&J Settlement Agreement, the J&J Settling Parties, on behalf of the Debtor Releasing Parties and Non-Debtor Releasing Parties, may pursue insurance

coverage for J&J Talc Claims from only J&J Policies, except those policies under which the J&J Settling Parties entered into talc related settlements prior to the Execution Date.[3]

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 sections 524 and 1141(d)(1) of the Bankruptcy Code.

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, demands, 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, 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, or their respective property; (iii) creating, perfecting, or enforcing any Lien or Encumbrance of any kind against the Debtors, the Reorganized Debtors, 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, their Estates, and Certain Protected Parties.**

(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**

[3] Capitalized terms used but not defined in this Section 11.10.2 and otherwise not defined in the Plan have the meanings ascribed to them in the J&J Settlement Agreement.

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, the Reorganized 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, the Reorganized Debtors or the 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, the Reorganized Debtors or the 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 (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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing). The Debtors, the Reorganized 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.

(b) **In furtherance of the Imerys Settlement, on the Effective Date, 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 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 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 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").**

(d) **In furtherance of the Cyprus Settlement, 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, the Tort Claimants' Committee and FCR, and any Cyprus Settling Talc Insurance Company (regardless of when it enters into any settlement with the Debtors, the Tort Claimants' Committee, the FCR, or the Talc Personal Injury Trust), each solely on its own behalf, are deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge each and all of the Cyprus 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, the FCR, or any Cyprus Settling Talc Insurance Company have, had, may have, or may claim to have against any of the Cyprus Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim (collectively, the "Cyprus Released Claims").**

(e) **In furtherance of the XL Settlement, effective upon the Talc Personal Injury Trust's receipt of the XL 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 XL 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 XL Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim or the XL Policies (collectively, the "XL Released Claims"). For the avoidance of doubt, the XL Released Claims shall not include any claims arising out of or relating to coverage under the international insurance policies issued to Imerys S.A. by XL Insurance Company Ltd, including Policy Numbers FR00003071LI11A, FR00003071LI12A, and FR00003071LI13A.**

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, 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 and Talc Personal Injury Claims), 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 the rights and obligations under the Plan Documents and the contracts, instruments, releases and other agreements or documents delivered or to be delivered under any of the foregoing), except to the extent that such act or omission of a Released Party is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act. The releases set forth in this Section 12.2.2 of the Plan are in addition to, and not in lieu of, the Acceptance and Release that every claimant must complete, execute and deliver to the Talc Personal Injury Trust as a condition precedent to its receipt of any payment or distribution from the Talc Personal Injury Trust. Notwithstanding anything to the contrary in the Plan, the Plan Documents, or the Confirmation Order, the releases and injunctions set forth in this Section 12.2.2 (and otherwise in this Article XII) shall not constitute a release of nor shall enjoin any claims or defenses that a Settling Talc Insurance Company may have against its reinsurers and/or retrocessionaires in their capacities as such or that any reinsurer or retrocessionaire of a Settling Talc Insurance Company may have against such Settling Talc Insurance Company in its capacity as a reinsured, and nothing in the Plan, the Plan Documents, or the Confirmation Order shall impair or otherwise affect the ability of any Settling Talc Insurance Company (or reinsurer or retrocessionaire) to assert any such claim or defense in any forum; *provided* that no such claim can be asserted against the Talc Personal Injury Trust unless otherwise provided in 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 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 to the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Documents, and such holder (regardless of whether such holder is a Releasing Claim 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 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 Section 12.3.1(a) 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. Except as set forth in Section 12.3.1(b) of the Plan, 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, the Rio Tinto/Zurich Settlement, the Cyprus Settlement, and the XL 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, including the Bankruptcy Court.**

(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 or any Protected Party 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.

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; *provided, however*, that to the extent any Talc Insurance Company asserts a claim against J&J, nothing in the Plan shall affect J&J's ability to assert any defense or counterclaim;**

(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 actions brought by the Talc Personal Injury Trust against any Talc Insurance Company; 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.**

(d) **Notwithstanding anything to the contrary above, nothing in the Plan will preclude J&J from pursuing any rights it has under any J&J Policy.**

12.4 **Supplemental Settlement Injunction Order. In order to preserve and promote the (i) Imerys Settlement, (ii) the Rio Tinto/Zurich Settlement, (iii) the Cyprus Settlement, and (iv) the XL 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.**

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

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

(b) **Any Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL 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, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party that is enjoined under the Plan as to such Imerys Protected Party, Rio Tinto Protected Party, Zurich Protected Party, Cyprus Protected Party, or XL Protected Party and may seek to enforce such injunction in a court of competent jurisdiction.

12.5 Reservation of Rights. 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 (a) the Reorganized Debtors or any other Entity, as the case may be, against the Talc Personal Injury Trust for payment of Talc Personal Injury Claims in accordance with the Trust Distribution Procedures or for the payment of Talc Personal Injury Trust Expenses, or (b) the Talc Personal Injury Trust or the Reorganized Debtors, as the case may be, against 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 Section 12.5 is intended or shall be construed to limit the assertion, applicability, or effect of any Talc Insurer Coverage Defense.

12.6 Disallowed Claims. On and after the Effective Date, the Debtors and the Reorganized Debtors shall have no liability or obligation on a Disallowed Claim, and any order disallowing a Claim 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) to the extent such Claims are not allowable under any provision of section 502 of the Bankruptcy Code, including, but not limited to, time-barred Claims, 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 (a) the Debtors, (b) the Imerys Protected Parties, (c) the Tort Claimants' Committee, (d) the members of the Tort Claimants' Committee in their capacities as such, (e) the FCR, (f) the Information Officer, and (g) the Representatives of any of the foregoing, and in the case of (b) – (g), solely in their capacities as such and solely with respect to conduct while acting as a fiduciary of the Debtors' Estates, shall have or incur any liability to any Person or Entity for any act or omission taken or to be taken on or after the Petition Date through and including the Effective Date 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 for the purposes of this Section 12.7, 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 shall be considered a Representative of the Debtors. 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, the Talc Trust Advisory Committees, or the Post-Effective Date FCRs 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. and Imerys Refractory Minerals USA, Inc. (collectively "**ERISA Pension Plan Sponsors**"), and members of each of the ERISA Pension Plan Sponsors' controlled group. Specifically, (i) Imerys USA is the contributing sponsor of the IMERYS USA Pension Plan, and the IMERYS USA, Inc. Retirement Growth Account Plan, and (ii) Imerys Refractory Minerals USA, Inc. is the contributing sponsor of the C-E Minerals Inc. Retiree Health Capital Accumulation Plan. These three 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 (other than Estate Causes of Action released pursuant to Section 12.2.1 of the Plan), 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.

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 Plan, 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 and pursuant to the provisions of the Plan Documents;

(c) to assure the performance by the Disbursing Agent of its 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 327, 328, 329, 330, 331, 503(b), or 1103 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 Non-Talc 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 Non-Talc 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 issue such orders as may be necessary for the addition of any Settling Talc Insurance Company as a Protected Party;

(n) to determine all questions and disputes regarding, and to enforce, the Imerys Settlement;

(o) to determine all questions and disputes regarding, and to enforce, the Rio Tinto/Zurich Settlement;

(p) to determine all questions and disputes regarding, and to enforce, the Cyprus Settlement;

(q) to determine all questions and disputes regarding, and to enforce, the XL Settlement;

(r) 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;

(s) 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;

(t) 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;

(u) 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

(v) 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 Talc 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 in their discretion in a manner not inconsistent with the terms of the Plan, without notice to any other party or approval of or notice to the Bankruptcy Court.

13.7 Talc Personal Injury Claims. Notwithstanding anything in this Article XIII to the contrary, the Talc Personal Injury Trust Agreement and the Trust Distribution Procedures shall govern the resolution of Talc Personal Injury Claims, including the forum in which such Talc Personal Injury Claims shall be determined.

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, with a copy also furnished via email:

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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 United States 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 United States Trustee; (ii) counsel of record to Imerys S.A.; (iii) counsel of record to CAMC; and (iv) 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://cases.ra.kroll.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, 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. For the avoidance of doubt, the estates, executors and heirs of holders of Talc Personal Injury Claims (whether such Claims are currently existing or arise in the future) shall be deemed successors of such holders, and the terms of the Plan shall inure to the benefit of and be binding on such holders' estates, executors and heirs, as applicable.

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 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.

14.16 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.

14.17 Further Assurances. Each of the Protected Parties (but only to the extent that each such Protected Party has the ability to bind one or more Protected Parties under applicable state law), the Talc Personal Injury Trust, all Entities receiving Distributions under the Plan, and all other parties in interest shall, and shall be authorized to, from time to time, prepare, execute, and deliver any agreements or documents and take any other action consistent with the terms of the Plan as may be reasonably necessary to effectuate the provisions and intent of the Plan, with each such Entity to bear its own costs incurred after the Effective Date in connection therewith.

Dated: November 5, 2024
Wilmington, Delaware

IMERYS TALC AMERICA, INC.
(On behalf of itself and each of the Debtors)

/s/ Ryan Van Meter
Ryan Van Meter
Secretary of Imerys Talc America, Inc., Imerys Talc Vermont, Inc. and Imerys Talc Canada Inc.

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IMERYS S.A.
(On behalf of itself and each of the Imerys Plan Proponents)

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EXHIBIT A

Trust Distribution Procedures

IVORY AMERICA/CYPRUS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES

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EXHIBITS TO IVORY AMERICA/CYPRUS PERSONAL INJURY TDP

Exhibit A Acceptance and Release

Exhibit B Protected Party Notice Information

IVORY AMERICA/CYPRUS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES[1]

The Ivory America/Cyprus Personal Injury Trust Distribution Procedures ("**TDP**") contained herein provide the means for resolving all Talc Personal Injury Claims under the Plans for which the Protected Parties have or are alleged to have legal responsibility for or on account of Imerys Talc America, Inc., Imerys Talc Vermont, Inc., Imerys Talc Canada Inc., Imerys Talc Italy S.p.A., and/or Cyprus Mines Corporation as provided in and required by the Plans and the Ivory America/Cyprus Personal Injury Trust Agreement (the "**Trust Agreement**").

The Plans and the Trust Agreement establish the Ivory America/Cyprus Personal Injury Trust (the "**Trust**"). The trustees as set forth in the Plans and the Trust Agreement ("**Trustees**") shall implement and administer these TDP in accordance with the Trust Agreement.

SECTION I

INTRODUCTION

1.1 Purpose. These TDP have been adopted pursuant to the Trust Agreement. These TDP are intended to provide reasonable assurance that the Trust will value, and be in a financial position to pay, Talc Personal Injury Claims that involve similar claims in substantially the same manner.

[1] Capitalized terms used but not defined in these TDP have the meanings ascribed to them in Article I of the Imerys Plan (defined herein) or Article I of the Cyprus Plan (defined herein), as context requires or as indicated herein. To the extent that a term is defined in these TDP and the Plans (as defined herein), the definition contained in these TDP controls.

1.2 Interpretation. Except as expressly provided below, nothing in these TDP shall be deemed to create a substantive right for the holder of any Talc Personal Injury Claim. To the extent these TDP provide certain rights and benefits to holders of Talc Personal Injury Claims, such rights and benefits shall vest as of the Effective Date.

1.3 Definitions. The following capitalized terms used in these TDP shall have the meanings set forth below:

1. "Acceptance and Release" shall have the meaning set forth in Section 7.2 of these TDP.

2. "ADR Procedures" shall mean the binding arbitration procedures that have or will be instituted by the Trust, with the consent of the TACs and Post-Effective Date FCRs, for resolving disputes as set forth in Section 5.7 of these TDP.

3. "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).

4. "Auditor" shall have the meaning set forth in Section 5.6 of these TDP.

5. "Average Value" shall have the meaning set forth in Section 5.2(b)(ix) of these TDP.

6. "Bankruptcy Code" shall mean, as applicable, "Bankruptcy Code" as that term is defined in the Cyprus Plan and/or "Bankruptcy Code" as that term is defined in the Imerys Plan.

7. "Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Delaware which has jurisdiction over the Chapter 11 Cases.

8. "Basic Claim Submission" shall mean the submission of the following information to the Trust: the: (i) holder's name, (ii) holder's address; (iii) holder's social security number (if the holder has one); (iv) name of the injured party, if different from the holder; (v) holder's Disease; and (vi) counsel serving as the holder's Representative (if any) and such counsel's address, along with the filing fee required pursuant to Section 6.3 hereof.

9. "Bilateral Asbestos-Related Nonmalignant Disease" shall have the meaning set forth in footnote 4 of these TDP.

10. "BRCA Reduction" shall mean (a) a 30% reduction in the liquidated value assigned to the claim of an Ovarian Cancer Claimant who is positive for the BRCA 1 or BRCA 2 mutation; or (b) a 15% reduction in the liquidated value assigned to the claim of an Ovarian Cancer Claimant who has not undergone BRCA testing but has a family history of a first-degree relative (parent, sibling, or child) having epithelial ovarian cancer or breast cancer.

11. "CAMC" shall mean Cyprus Amax Minerals Company, a Delaware corporation, and the immediate parent of the Cyprus Debtor.

12. "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.

13. "Chapter 11 Cases" shall mean, collectively, the Imerys Chapter 11 Cases and the Cyprus Chapter 11 Case.

14. "Claims Audit Program" shall have the meaning set forth in Section 5.6 of these TDP.

15. "Claims Bar Date" shall mean (A) (i) October 15, 2019, for Imerys North American Debtor Claims (subject to the exceptions contained in the General Bar Date Order (as defined in the Imerys Plan)) and (ii) January 9, 2020, for Indirect Talc Personal Injury Claims against the Imerys North American Debtors, (B) July 2, 2021, for certain claims against the Cyprus Debtor (subject to and with the exceptions contained in the *Order (I) Establishing Bar Dates for Submitting Proofs of Claim, (II) Approving Procedures for Submitting Proofs of Claim, and (III) Approving Notice Thereof* [Cyprus Docket No. 265]) or (C) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for submitting certain Claims.

16. "Claims Materials" shall have the meaning set forth in Section 6.1 of these TDP.

17. "Claims Processor" shall have the meaning set forth in Section 5.6 of these TDP.

18. "Claimant's Jurisdiction" shall mean either (a) the jurisdiction in which the Talc Personal Injury Claim was filed against the Debtors or any of their Affiliates in the tort system prior to the Petition Date or, (b) if the Talc Personal Injury Claim was not filed against the Debtors or any of their Affiliates in the tort system prior to the Petition Date, then at the claimant's election (i) the jurisdiction in which the claimant resides or resided at the time of diagnosis or when the claim is filed with the Trust; (ii) a jurisdiction in which the claimant experienced Debtor Exposure; or (iii) any other jurisdiction in the United States or Canada where the claimant has or could have filed a Claim against either the Debtors or any of their Affiliates or any other defendant in the tort system.

19. "Clear Cell EOC Reduction" shall mean a 15% reduction in the liquidated value assigned to a claim for an Ovarian Cancer Claimant involving clear cell epithelial ovarian cancer.

20. "Complete Claim Submission" shall mean the complete submission of all required materials by a holder of a Talc Personal Injury Claim to the Trust, along with the filing fee required pursuant to Section 6.3 hereof to the extent not already paid.

21. "Confirmation Orders" shall mean, together, the Imerys Confirmation Order and the Cyprus Confirmation Order.

22. "Cosmetic Talc" shall mean talc that contains at least 90% talc mineral and/or was used in pharmaceutical, cosmetic and/or hygiene products.

23. "Cross-Trust Audit Program" shall mean an audit program designed to compare claims filed with the Trust against claims filed with all other trusts administered by the Claims Processor that participate in the Cross-Trust Audit Program but shall include no fewer than four other trusts.

24. "Cyprus" shall mean, collectively, Cyprus Mines Corporation and CAMC.

25. "Cyprus Affiliated Parties" shall mean, for such time as the Cyprus Debtor was a subsidiary of CAMC or its predecessors, and solely in their capacity as such: (i) direct or indirect shareholders of CAMC or its predecessors; (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 Cyprus Debtor and the Cyprus Corporate Parties; and (iii) with respect to each of the foregoing Persons in clauses (i) and (ii), each such Person's respective heirs, executors, estates, and nominees, as applicable. For the avoidance of doubt, the Cyprus Affiliated Parties

exclude the J&J Corporate Parties, the Rio Tinto Corporate Parties (as defined in the Imerys Plan), the Imerys Corporate Parties (as defined in the Imerys Plan), and the Imerys Debtors.

26. "Cyprus Chapter 11 Case" shall mean the Cyprus Debtor's chapter 11 case captioned as *In re Cyprus Mines Corporation*, Case No. 21-10398 (LSS) (Bankr. D. Del.).

27. "**Cyprus Chapter 11 Case Protected Party"** shall mean a "Protected Party" as that term is defined in the Cyprus Plan.

28. "Cyprus Confirmation Order" shall mean the order entered by the Bankruptcy Court confirming the Cyprus Plan pursuant to section 1129 of the Bankruptcy Code.

29. "Cyprus Contributions" shall have the meaning ascribed to such term in the Cyprus Plan, provided, however, for purposes of these TDP, the term "Cyprus Contributions" shall exclude the Cyprus Talc Insurance Policy Proceeds.

30. "Cyprus Corporate Parties" shall mean (a) Freeport, (b) CAMC, (c) the Persons listed on Schedule I to the Cyprus Plan, each of which is directly or indirectly owned or controlled by Freeport, CAMC, and/or the Cyprus Debtor, and (d) any future successors or assigns of Freeport, CAMC, the Cyprus Debtor, and/or the Persons or Entities listed on Schedule I to the Cyprus Plan, solely in their capacities as such.

31. "Cyprus Debtor" shall mean Cyprus Mines Corporation.

32. "Cyprus Designated Account" shall have the meaning ascribed to such term in the Plans.

33. "Cyprus Effective Date" shall mean the date on which the Cyprus Plan becomes effective.

34. "Cyprus FCR" shall mean Roger Frankel, Esquire, in his capacity as the legal representative for any and all persons who may assert Cyprus Talc Personal Injury Claims in the future, but who are currently unknown.

35. "Cyprus Indirect Talc Personal Injury Claim" shall mean "Indirect Talc Personal Injury Claim" as that term is defined in the Cyprus Plan.

36. "Cyprus Industrial Talc" shall mean Cyprus Talc that was intended to be incorporated into and/or was incorporated into products other than pharmaceutical, cosmetic and/or hygiene products.

37. "Cyprus Parties" shall mean, collectively, Cyprus and Freeport.

38. "Cyprus Petition Date" shall mean February 11, 2021.

39. "Cyprus Plan" shall mean the *First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code*, as the same may be amended, supplemented, or modified from time to time consistent with the Cyprus Settlement.

40. "Cyprus Protected Parties" means the Cyprus Corporate Parties and the Cyprus Affiliated Parties. With regard to Amoco Corporation or any successor or predecessor thereto that is not otherwise a Protected Party (collectively, "**Amoco**"): (i) with respect to any talc-related claims or liabilities relating to its indirect or direct ownership of the Cyprus Debtor prior to July 1, 1985, including any talc-related claim or liability that could give rise to any claim against CAMC under the Memorandum of Agreement dated June 28, 1985 between Amoco Corporation and Cyprus Minerals Company, Amoco shall be a Cyprus Protected Party, and (ii) with respect to any indemnity or similar obligations that it undertook after July 1, 1985, including to any Talc Insurance Company with respect to any Cyprus Talc Insurance Policy, Amoco shall not be a Cyprus Protected Party. For the avoidance of doubt, the Cyprus Protected Parties exclude the Imerys

Released Parties (as defined in the Cyprus Plan), the Rio Tinto Protected Parties (as defined in the Imerys Plan), the Zurich Protected Parties (as defined in the Imerys Plan), the XL Protected Parties (as defined in the Imerys Plan) and the J&J Corporate Parties.

41. "Cyprus Reorganized Debtor" shall mean the Cyprus Debtor as it exists after the Cyprus Effective Date.

42. "Cyprus Settlement" shall mean that certain comprehensive settlement by and among the Cyprus Parties, the Imerys Debtors, the Tort Claimants' Committee in the Imerys Chapter 11 Cases, the Tort Claimants' Committee in the Cyprus Chapter 11 Case, the Imerys FCR, and the Cyprus FCR, the terms of which are set forth in and implemented by the Imerys Plan and the Cyprus Plan.

43. "Cyprus Talc" shall mean talc mined, processed, manufactured, sold, and/or distributed by Cyprus Mines Corporation or any of its predecessors or affiliates including but not limited to United Sierra Corporation, Cyprus Industrial Minerals Corporation, CMC-Sierra Corporation or Cyprus Georesearch Company**.**

44. "Cyprus Talc Insurance Policy" shall mean "Talc Insurance Policy" as that term is defined in the Cyprus Plan.

45. "Cyprus Talc Insurance Policy Proceeds" shall mean the proceeds from (i) the Cyprus Talc Insurance Policies and (ii) any settlement agreement or similar agreement that amends, modifies, replaces, or governs the rights and obligations of, and the coverage afforded to, any or all of the Debtors under any Cyprus Talc Insurance Policy. For the avoidance of doubt, the Cyprus Talc Insurance Policy Proceeds do not include the J&J Payment Obligations.

46. "Cyprus Talc Personal Injury Claim" shall mean "Talc Personal Injury Claim" as that term is defined in the Cyprus Plan.

47. "Cyprus Talc Personal Injury Demand" shall mean "Talc Personal Injury Demand" as that term is defined in the Cyprus Plan.

48. "Debtors" shall mean, collectively, the Imerys Debtors and the Cyprus Debtor.

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

50. "Direct Claimant" shall mean the holder of a Direct Talc Personal Injury Claim to whom the Trust has an obligation under the Plans and these TDP.

51. "Direct Talc Personal Injury Claim" shall mean a Talc Personal Injury Claim that is not an Indirect Talc Personal Injury Claim.

52. "Disease" shall mean Ovarian Cancer I-IV, Mesothelioma Cosmetic A, Mesothelioma Cosmetic B, Mesothelioma Industrial A, Mesothelioma Industrial B or Lung Cancer.

53. "Dual Estate Factor" or "DEF" shall have the meaning set forth in Section 4.4 of these TDP.

54. "Effective Date" means the first Business Day upon which all of the conditions precedent to the occurrence of both the Effective Date of the Imerys Plan (as defined therein) and the Effective Date of the Cyprus Plan (as defined therein) have been satisfied or waived pursuant to the Plans (as applicable).

55. "Exigent Claim" shall mean an Exigent Health Claim or an Exigent Hardship Claim.

56. "Exigent Hardship Claim" shall mean a Direct Talc Personal Injury Claim that is compensable hereunder, for which the Trust, in its sole discretion, determines that (i) the claimant needs immediate financial assistance based on the claimant's expenses and all sources of available income, and (ii) there is a causal connection between the claimant's dire financial condition, and the claimant's talc-related Disease.

57. "Exigent Health Claim" shall mean a Direct Talc Personal Injury Claim filed by a claimant who is living when the Direct Talc Personal Injury Claim is filed and that is compensable hereunder, and as to which the claimant provides a declaration or affidavit made under penalty of perjury by a physician who has examined the claimant within one hundred twenty (120) days of the date of declaration or affidavit in which the physician states that (a) there is substantial medical doubt that the claimant will survive beyond six (6) months from the date of the declaration or affidavit, and (b) the claimant's terminal condition is caused, in whole or in part, by the relevant talc-related Disease.

58. "Expedited Review Process" shall mean the claims-resolution method by which Talc Personal Injury Claims for Ovarian Cancer, Mesothelioma, or Lung Cancer are evaluated to determine whether they are entitled to receive the applicable Scheduled Values as described in Section 5.2(a) hereof.

59. "FIFO" shall mean "first-in-first-out" and refers to the impartial basis for establishing a sequence pursuant to which all Talc Personal Injury Claims shall be valued and paid by the Trust.

60. "FIFO Processing Queue" shall mean the FIFO line-up on which the Trust reviews Complete Claim Submissions in a Fund (each Fund shall have its own FIFO line-up).

61. "FIFO Payment Queue" shall have the meaning assigned set forth in Section 5.1(b) of these TDP.

62. "Final Order" shall mean, 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.

63. "Foreclosed Jurisdiction" shall mean a jurisdiction which describes a claim for compensatory damages under these TDP as a claim for "exemplary" or "punitive" damages thereby foreclosing a claimant from a remedy or compensation under these TDP if the law for that jurisdiction were to be applied hereunder.

64. "Foreign Claim" shall mean a Talc Personal Injury Claim with respect to which: (i) the purchase of a product containing talc mined, processed, milled, manufactured, sold and/or distributed by a Debtor, or for which a Debtor otherwise has 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.

65. "Freeport" shall mean Freeport-McMoRan Inc.

66. "FCR" shall mean the Cyprus FCR and/or the Imerys FCR, as applicable.

67. "Fund" shall have the meaning set forth in Section 2.2 of these TDP.

68. "Home Proceeds" shall have the meaning ascribed to such term in the Plans.

69. "Imerys Affiliated Parties" shall mean, in each case during the times the Imerys 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 Imerys 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 the J&J Corporate Parties, the Rio Tinto Corporate Parties (as defined in the Imerys Plan), the Cyprus Corporate Parties, and the Cyprus Debtor.

70. "Imerys Chapter 11 Cases" shall mean the Imerys Debtors' chapter 11 cases captioned and jointly administered as *In re Imerys Talc America, Inc., et al.,* Case No. 19-10289 (LSS) (Bankr. D. Del.).

71. "Imerys Chapter 11 Cases Protected Party" shall mean a "Protected Party" as that term is defined in the Imerys Plan.

72. "Imerys Confirmation Order" shall mean the order entered by the Bankruptcy Court confirming the Imerys Plan pursuant to section 1129 of the Bankruptcy Code.

73. "Imerys Corporate Parties" shall mean Imerys S.A. and all Persons listed on Schedule I to the Imerys Plan, each of which are or were Affiliates of Imerys S.A. during the time that the Imerys Debtors were owned or controlled by Imerys S.A., and the successors and assigns of such Persons, solely in their capacity as such. Schedule I to the Imerys Plan contains an exclusive

list and does not include, among others, the J&J Corporate Parties, the Rio Tinto Corporate Parties (as defined in the Imerys Plan), the Cyprus Corporate Parties or the Cyprus Debtor.

74. "Imerys-Cyprus Talc Personal Injury Claim" shall mean any Talc Personal Injury Claim resulting from Debtor Exposure occurring (at least in part) before January 1, 1993.

75. "Imerys Debtors" shall mean Imerys Talc America, Inc., Imerys Talc Vermont, Inc., Imerys Talc Canada Inc. and Imerys Talc Italy S.p.A., in the event it files a voluntary petition for relief under chapter 11 of the Bankruptcy Code before the date on which the Imerys Plan is confirmed, individually, collectively or in any combination.

76. "Imerys Designated Account" shall have the meaning ascribed to such term in the Plans.

77. "Imerys FCR" shall mean James L. Patton, Jr., Esquire, in his capacity as the legal representative for any and all persons who may assert Imerys Talc Personal Injury Claims in the future, but who are currently unknown.

78. "Imerys Indirect Talc Personal Injury Claim" shall mean "Indirect Talc Personal Injury Claim" as that term is defined in the Imerys Plan.

79. "Imerys Industrial Talc" shall mean Imerys Talc that was intended to be incorporated into and/or was incorporated into products other than pharmaceutical, cosmetic and/or hygiene products.

80. "Imerys North American Debtors" shall mean Imerys Talc America, Inc., Imerys Talc Vermont, Inc. and Imerys Talc Canada Inc.

81. "Imerys Petition Date" shall mean February 13, 2019 for each of the Imerys Debtors except Imerys Talc Italy S.p.A. for which the petition date is [_____, 2024].

82. "Imerys Plan" shall mean the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, as the same may be amended, supplemented, or modified from time to time.

83. "Imerys Plan Proponents" shall mean the Imerys Debtors, the Tort Claimants' Committee in the Imerys Chapter 11 Cases, the Imerys FCR, and Imerys S.A., on behalf of itself and all Persons listed on Schedule II of the Imerys Plan, each of which Imerys S.A. has direct or indirect ownership or other control.

84. "Imerys Protected Parties" shall mean the Imerys Corporate Parties and the Imerys Affiliated Parties.

85. "Imerys Reorganized Debtors" shall mean the Imerys Debtors on and after the Effective Date.

86. "Imerys Settlement" shall mean that certain comprehensive settlement by and among the Imerys Plan Proponents, the terms of which are set forth and implemented in the Imerys Plan.

87. "Imerys Settlement Funds" shall mean (i) $75 million, consisting of $74.5 million in Cash and the Talc PI Note, plus (ii) the Sale Proceeds, less (iii) $376,630.14, representing Imerys S.A.'s reasonable and documented out-of-pocket costs and expenses of negotiation and preparation of the DIP Loan Documents.

88. "Imerys Talc" shall mean talc mined, processed, manufactured, sold, and/or distributed by the Imerys Debtors and any of their predecessors including but not limited to (i) Imerys Talc Vermont, Inc f/k/a Windsor Minerals, Inc., and Cyprus Windsor Minerals Corp.; (ii) Imerys Talc America, Inc, f/k/a Cyprus Talc Corporation and Luzenac America, Inc.; and (iii) Imerys Talc Canada Inc. f/k/a Luzenac, Inc. Notwithstanding anything contained here, no J&J

Corporate Party shall be treated as or considered a predecessor to any of the Imerys Debtors, the Imerys Corporate Parties, the Rio Tinto Corporate Parties (as defined in the Imerys Plan), the Cyprus Debtor, or the Cyprus Corporate Parties.

89. "Imerys Talc Insurance Policy" shall mean "Talc Insurance Policy" as that term is defined in the Imerys Plan.

90. "Imerys Talc Personal Injury Claims" shall mean "Talc Personal Injury Claim" as that term is defined in the Imerys Plan.

91. "Imerys Talc Personal Injury Demand" shall mean "Talc Personal Injury Demand" as that term is defined in the Imerys Plan.

92. "Indirect Talc Personal Injury Claim" shall mean, as applicable, an Indirect Talc Personal Injury Claim (as defined in the Imerys Plan) and/or an Indirect Talc Personal Injury Claim (as defined in the Cyprus Plan).

93. "Indirect Claimant" shall mean the holder of an Indirect Talc Personal Injury Claim.

94. "Individual Review Process" shall mean the claims-resolution method in which a Talc Personal Injury Claim is individually evaluated as described in Section 5.2(b).

95. "Industrial Talc" shall mean Cyprus Industrial Talc or Imerys Industrial Talc (as applicable).

96. "Initial Claims Filing Date" shall mean the date on which the Trust first begins to accept claims.

97. "Initial Payment Percentages" shall mean the initial payment percentages set by the Trust for each Fund following the Effective Date.

98. "J&J" shall mean 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. For the avoidance of doubt, J&J includes LTL Management LLC, Kenvue, Inc., Janssen Pharmaceuticals, Inc., and Johnson & Johnson Holdco (NA) Inc. For the avoidance of doubt, J&J excludes the Cyprus Debtor and its Affiliates, the Imerys Debtors, Imerys S.A. and its Affiliates, and the Rio Tinto Corporate Parties (as defined in the Imerys Plan).

99. "J&J Corporate Parties" shall have the meaning ascribed to such term in the J&J Settlement Agreement. For the avoidance of doubt, the J&J Corporate Parties exclude the Cyprus Debtor and its Affiliates, the Imerys Debtors, Imerys S.A. and its Affiliates, and the Rio Tinto Corporate Parties (as defined in the Imerys Plan).

100. "**J&J Initial Payment"** shall have the meaning ascribed to such term in the Plans.

101. "J&J Insurance Payments" shall have the meaning ascribed to such term in the J&J Settlement Agreement.

102. "J&J Payment Obligations" shall have the meaning ascribed to such term in the J&J Settlement Agreement.

103. "J&J Payment Protocol" shall mean the protocol governing the distribution of the J&J Payment Obligations to the Debtors and/or the Trust, as applicable, which is set forth in Sections 4 and 5 of the J&J Settlement Agreement.

104. "J&J Settlement" shall mean that certain settlement set forth in the J&J Settlement Agreement and approved by the Bankruptcy Court pursuant to the J&J Settlement Order.

105. "J&J Settlement Agreement" shall mean the Amended and Restated Settlement Agreement and Release among the Debtors, Imerys S.A., CAMC, the Tort Claimants' Committee in the Imerys Chapter 11 Cases, the Tort Claimants' Committee in the Cyprus Chapter 11 Case, the Imerys FCR, and the Cyprus FCR, on the one hand, and the J&J Settling Parties, on the other hand, which is attached as an exhibit to the Plans.

106. "J&J Settlement Order" shall mean the *Order (I) Approving the Amended and Restated Settlement Agreement Between the Imerys Debtors, the Cyprus Debtor, Johnson & Johnson, and the Other Parties Thereto, and (II) Approving the Sale of Certain Rights* [Imerys Docket No. 6715; Cyprus Docket No. 2634].

107. "J&J Settlement Proceeds" shall mean the amount of the J&J Payment Obligations and the Home Proceeds that is (i) received by the Cyprus Designated Account prior to the Effective Date, (ii) in the Imerys Designated Account on the Effective Date, and (iii) payable to the Talc Personal Injury Trust on or after the Effective Date pursuant to the terms of the J&J Settlement Agreement.

108. "**J&J Settling Parties**" shall mean Johnson & Johnson and any successor thereto, Johnson & Johnson Holdco (NA) Inc. (f/k/a J&J Intermediate Holding Corp.) and any successor thereto, Pecos River Talc LLC and any successor thereto, and Red River Talc LLC and any successor thereto. For the avoidance of doubt, the J&J Settling Parties exclude the Cyprus Debtor and its Affiliates, the Imerys Debtors, Imerys S.A. and its Affiliates, and the Rio Tinto Corporate Parties (as defined in the Imerys Plan).

109. "Lung Cancer" shall mean a primary lung cancer (i.e., a lung cancer that originates in the lungs and is unrelated to any previous cancer as opposed to a lung cancer that has spread to the lungs from another part of the body).

110. "Lung Cancer Claim" shall mean a Talc Personal Injury Claim for Lung Cancer.

111. "Lung Cancer Claimant" shall mean a Talc Personal Injury Claimant for the applicable Lung Cancer Claim.

112. "Maximum Annual Payments" shall have the meaning set forth in Section 2.8 of these TDP.

113. "Maximum Value" shall have the meaning set forth in Section 5.2(b)(ix) of these TDP.

114. "Medical Doctor" shall mean an individual with a medical doctorate or a doctor of osteopathy.

115. "Medical/Exposure Criteria" shall mean the presumptive medical and exposure requirements for each Disease under the Expedited Review Process or the Individual Review Process.

116. "Mesothelioma" shall mean a type of cancer caused by exposure to asbestos that develops from the thin layer of tissue that covers many of the internal organs known as the mesothelium, including that found in the lining of the lungs and chest wall, abdomen, heart, and testes.

117. "Mesothelioma Claim" shall mean a Talc Personal Injury Claim for Mesothelioma Cosmetic A, Mesothelioma Cosmetic B, Mesothelioma Industrial A, or Mesothelioma Industrial B.

118. "Mesothelioma Cosmetic A" shall have the meaning ascribed to such term in the definition of Regular or Routine Exposure to Cosmetic Talc.

119. "Mesothelioma Cosmetic B" shall have the meaning ascribed to such term in the definition of Regular or Routine Exposure to Cosmetic Talc.

120. "Mesothelioma Industrial A" shall have the meaning ascribed to such term in the definition of Regular or Routine Exposure to Industrial Talc.

121. "Mesothelioma Industrial B" shall have the meaning ascribed to such term in the definition of Regular or Routine Exposure to Industrial Talc.

122. "Mesothelioma __ Claim" shall mean in reference to Mesothelioma Cosmetic A, Mesothelioma Cosmetic B, Mesothelioma Industrial A, or Mesothelioma Industrial B, a Talc Personal Injury Claim for Mesothelioma Cosmetic A, Mesothelioma Cosmetic B, Mesothelioma Industrial A, or Mesothelioma Industrial B, respectively.

123. "Mesothelioma __ Claimant" shall mean a Talc Personal Injury Claimant for the applicable Mesothelioma Claim.

124. "Mesothelioma / Lung Cancer TAC" shall mean the TAC that represents the interests of holders of present Mesothelioma Claims and Lung Cancer Claims and any other Talc Personal Injury Claims that might be paid from Fund B.

125. "Other Disease Claim" shall mean any Talc Personal Injury Claim that is not an Ovarian Cancer Claim, a Mesothelioma Claim, or a Lung Cancer Claim.

126. "Ovarian Cancer" shall mean epithelial ovarian cancer (serous, endometrioid, undifferentiated, clear cell and borderline), fallopian tube cancer, or primary peritoneal cancer. For the avoidance of doubt, Ovarian Cancer includes Ovarian Cancer I through IV.

127. "Ovarian Cancer IV" shall mean: (a) a diagnosis of Stage IV Ovarian Cancer of a person with serous, endometrioid, clear cell or undifferentiated Ovarian Cancer, or (b) recurrence of or death from serous, endometrioid, clear cell, or undifferentiated Ovarian Cancer.

128. "Ovarian Cancer III" shall mean a diagnosis of Stage III Ovarian Cancer of a person with serous, endometrioid, clear cell, or undifferentiated Ovarian Cancer.

129. "Ovarian Cancer II" shall mean a diagnosis of Stage II Ovarian Cancer of a person with serous, endometrioid, clear cell, or undifferentiated Ovarian Cancer.

130. "Ovarian Cancer I" shall mean (i) a diagnosis of Stage I Ovarian Cancer of a person with serous, endometrioid, clear cell, or undifferentiated Ovarian Cancer, and (ii) all borderline serous and endometrioid Ovarian Cancers.

131. "Ovarian Cancer __ Claim" shall mean in reference to Ovarian Cancer I through IV, a Talc Personal Injury Claim for Ovarian Cancer I through IV, respectively.

132. "Ovarian Cancer __ Claimant" shall mean a Talc Personal Injury Claimant for the applicable Ovarian Cancer Claim.

133. "Ovarian Cancer I-IV Claim" shall mean all Talc Personal Injury Claims for Ovarian Cancer I, Ovarian Cancer II, Ovarian Cancer III and Ovarian Cancer IV.

134. "Ovarian Cancer Claim" shall mean a Talc Personal Injury Claim for Ovarian Cancer.

135. "Ovarian Cancer TAC" shall mean the TAC that represents the interests of holders of present Ovarian Cancer Claims and any other Talc Personal Injury Claims that might be paid from Fund A.

136. "Payment Percentage" shall have the meaning set forth in Section 4.1 of these TDP as calculated as set forth in Section 4.2 of these TDP.

137. "Personal Use Exposure" shall mean, in connection with Ovarian Cancer, the Regular or Routine Application of body powder containing Cyprus Talc and/or Imerys Talc to the genital area for at least three years following puberty (which period does not have to be continuous) and prior to any hysterectomy or tubal ligation. For the avoidance of doubt, inhalation and dermal contact (i.e. through migration of talcum powder through the genital tract) are the primary routes of exposure.

138. "Petition Date" shall mean, as applicable, the Cyprus Petition Date or the Imerys Petition Date.

139. "Plan Documents" shall mean the "Plan Documents" as defined in the Imerys Plan and the "Plan Documents" as defined in the Cyprus Plan.

140. "Plans" shall mean, together, the Imerys Plan and the Cyprus Plan.

141. "Post-Effective Date FCRs" shall mean (i) the Post-Effective Date Ovarian Cancer FCR and (ii) the Post-Effective Date Mesothelioma / Lung Cancer FCR.

142. "Post-Effective Date Mesothelioma / Lung Cancer FCR" shall mean a future claimants representative appointed at the hearing(s) with respect to confirmation of the Plans (or any successor appointed pursuant to the Trust Agreement), each in their capacity as a legal representative for any and all persons who may, in the future, assert a Talc Personal Injury Claim associated with a Mesothelioma Claim or a Lung Cancer Claim, and any other Talc Personal Injury Claim that might be paid from Fund B.

143. "Post-Effective Date Ovarian Cancer FCR" shall mean a future claimants representative to be appointed at the hearing(s) with respect to confirmation of the Plans (or any successor appointed pursuant to the Trust Agreement), each in their capacity as a legal representative for any and all persons who may, in the future, assert a Talc Personal Injury Claim

associated with an Ovarian Cancer Claim, and any other Talc Personal Injury Claim that might be paid from Fund A.

144. "**Protected Parties**" shall mean the Cyprus Chapter 11 Case Protected Parties and the Imerys Chapter 11 Cases Protected Parties. For the avoidance of doubt, no J&J Corporate Party is a Protected Party.

145. "**Product Identification Form**" shall mean, in connection with a Trust Claim Form, those questions, forms, or other materials requiring a claimant to identify, to the best of their knowledge at the time of submission of the Trust Claim Form, the names of all products containing Cyprus Talc and/or Imerys Talc to which they were exposed that form the basis of their Talc Personal Injury Claim.

146. "Regular or Routine Application" shall mean, in connection with Ovarian Cancer, multiple (2 or more) applications of Cyprus Talc and/or Imerys Talc to the genital area weekly.

147. "Regular or Routine Exposure" shall mean, as applicable, Regular or Routine Exposure to Cosmetic Talc or Regular or Routine Exposure to Industrial Talc.

148. "Regular or Routine Exposure to Cosmetic Talc" shall mean as follows: (i) for holders of Talc Personal Injury Claims asserting Mesothelioma, regular Cyprus Talc and/or Imerys Talc exposure through cosmetic products for a period of at least 3 years and no other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a "**Mesothelioma Cosmetic A**" claim); (ii) for holders of Talc Personal Injury Claims asserting Mesothelioma, regular Cyprus Talc and/or Imerys Talc exposure through cosmetic products for a period of at least 3 years and other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a "**Mesothelioma Cosmetic B**" claim); and (iii) for holders of Talc

Personal Injury Claims asserting Lung Cancer, regular Cyprus Talc and/or Imerys Talc exposure through cosmetic products for a period of at least 15 years and no other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a **"Lung Cancer Cosmetic Talc"** claim).

149. "Regular or Routine Exposure to Industrial Talc" shall mean as follows: (i) for holders of Talc Personal Injury Claims asserting Mesothelioma, regular Cyprus Talc and/or Imerys Talc exposure in an industrial setting for a period of at least 1 year and no other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a "**Mesothelioma Industrial A**" claim); (ii) for holders of Talc Personal Injury Claims asserting Mesothelioma, regular Cyprus Talc and/or Imerys Talc exposure in an industrial setting for a period of at least 1 year and other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a "**Mesothelioma Industrial B**" claim); and (iii) for holders of Talc Personal Injury Claims asserting Lung Cancer, regular Cyprus Talc and/or Imerys Talc exposure in an industrial setting for a period of at least 10 years and no other significant occupational or industrial exposure (whether direct or bystander) to asbestos (each, a **"Lung Cancer Industrial Talc"** claim).

150. "Reorganized Debtors" shall mean, together, the Imerys Reorganized Debtors and the Cyprus Reorganized Debtor.

151. "Representative" shall mean an individual or entity acting under legal authority on behalf of a holder of a Talc Personal Injury Claim, which includes counsel. For the avoidance of doubt, a representation of authority by counsel shall be sufficient evidence of authority.

152. "**Reviewable Claim Submission**" shall mean submission of a Talc Personal Injury Claim with information required by the applicable Trust Claim Form, the filing fee required pursuant to Section 6.3 hereof to the extent not already paid, and any other information to be considered by the Trust to review the claim and determine if it is a Complete Claim Submission or if additional materials must be submitted in order for the claim to be considered a Complete Claim Submission.

153. "Scheduled Value" shall mean the specific value set forth in Section 5.2(a)(iii) of these TDP to be assigned to claims that elect the Expedited Review Process and satisfy the applicable Medical/Exposure Criteria.

154. "Secondary Mesothelioma Claim" shall have the meaning set forth in Section 5.2(b)(vi) of these TDP.

155. "Secondary Mesothelioma Claimant" shall mean a Talc Personal Injury Claimant asserting a Secondary Mesothelioma Claim.

156. "Settled and Unpaid Talc Personal Injury Claim" shall mean a Talc Personal Injury Claim that was settled and resolved prior to the Imerys Petition Date if related to the Imerys Debtors or the Cyprus Petition Date if related to the Cyprus Debtor, but for which payment was not received prior to the applicable Petition Date.

157. "TACs" shall mean the Trust Advisory Committees that represent the interests of holders of present Talc Personal Injury Claims pursuant to the Plans and Trust Agreement.

158. "Talc Insurance Company" shall mean 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.

159. "Talc Insurance Policies" shall mean the Imerys Talc Insurance Policies and the Cyprus Talc Insurance Policies (as applicable).

160. "Talc Personal Injury Claim" shall mean an Imerys Talc Personal Injury Claim and/or a Cyprus Talc Personal Injury Claim (as applicable). For the avoidance of doubt, Talc Personal Injury Claims include Talc Personal Injury Demands.

161. "Talc Personal Injury Claimant" shall mean the holder of a Talc Personal Injury Claim.

162. "Talc Personal Injury Demand" shall mean an Imerys Talc Personal Injury Demand and/or a Cyprus Talc Personal Injury Demand (as applicable).

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

Talc PI Note. For the avoidance of doubt, the Purchased Properties, which will be owned and operated by Reorganized ITV on and after the Effective Date, shall not constitute "Trust Assets," provided, however, that any proceeds derived from operation of the Purchased Properties (except Cash required to fund the Reserves) and realized from the liquidation of the Purchased Properties in accordance with Section 10.14.2 of the Imerys Plan shall constitute "Trust Assets."

164. "Trust Claim Form" shall mean the form(s), including the Product Identification Form, issued by the Trust for submitting a claim, which form(s) shall be subject to the consent of the applicable TAC and Post-Effective Date FCR.

165. "Trust Fund" shall mean the Trust Assets but not including the Cyprus Contributions, the Cyprus Talc Insurance Policy Proceeds, or the J&J Settlement Proceeds.

SECTION II

OVERVIEW

2.1 Trust Purpose. The purpose of the Trust is to assume the liability for Talc Personal Injury Claims pursuant to the terms of the Plans, and to use the Trust Assets to resolve and, if appropriate, promptly pay Talc Personal Injury Claims in such a way that holders of similar Talc Personal Injury Claims are valued and paid in substantially the same manner and otherwise comply with the requirements of a trust established pursuant to section 524(g) of the Bankruptcy Code. To this end, these TDP set forth procedures for processing, resolving, and paying (as appropriate) Ovarian Cancer Claims, Mesothelioma Claims, and Lung Cancer Claims through the Expedited Review Process set forth in Section 5.2(a) or the Individual Review Process in Section 5.2(b). The Trust has established Medical/Exposure Criteria in recognition of the unique and widespread consumer and commercial nature of the use of (i) Imerys Talc and Imerys Talc containing products and (ii) Cyprus Talc and Cyprus Talc containing products. The Trust Assets, including the proceeds of any assigned insurance rights, indemnities, and other causes of action

shall be used to resolve and satisfy Talc Personal Injury Claims pursuant to these TDP. The amounts that Talc Personal Injury Claimants may ultimately receive on account of their resolved Talc Personal Injury Claims will depend on, among other things, the Trust's ability to liquidate and recover the proceeds of assigned insurance rights, indemnities, and other causes of action. The amount of any initial payments or payment percentages (and the DEF, where applicable) established under these TDP or the Trust Agreement are not the equivalent of (i) any Talc Personal Injury Claimant's allowed claim amount or (ii) the right to payment that the holder of an allowed Talc Personal Injury Claim has against the Debtors and/or Protected Parties, as assumed by the Trust, or any other alleged tortfeasor, including J&J.

2.2 Funds. The Trust Fund, the Cyprus Contributions, the Cyprus Talc Insurance Policy Proceeds, and the J&J Settlement Proceeds shall be allocated into two funds within the Trust (each, a "**Fund**"). Each Fund operates separately and any changes to the administration of one Fund, such as changes to Medical/Exposure Criteria, Scheduled, Average or Maximum Values, Payment Percentage or Maximum Annual Payment, shall not affect or require changes to the other Fund. Each Fund shall be subject to the terms set forth herein for such Fund, and each Fund shall be operated for the exclusive benefit of the respective beneficiaries of such Fund. Administrative expenses attributable to the operation of one Fund (including the processing of claims asserted against such Fund) shall be allocated to that Fund separately. Common administrative expenses incurred by the Trust that cannot be attributed to the operation of a single Fund shall be allocated equitably by the Trust against the Funds based on the facts and circumstances with respect to the expenses.

(a) Fund A: Ovarian Cancer I, II, III and IV Claimants shall only be compensated from Fund A. Fund A shall consist of a separate sub-account within the Trust equal

to the following contribution plus any earnings and income from same: (i) 60% of the total Trust Fund, (ii) 45% of the Cyprus Contributions, (iii) 52.5% of the Cyprus Talc Insurance Policy Proceeds, and (iv) 52.5% of the J&J Settlement Proceeds. These allocations may not be modified or amended in any respect.

(b) Fund B: Mesothelioma Claimants, Secondary Mesothelioma Claimants, and Lung Cancer Claimants shall only be compensated from Fund B. Fund B shall consist of a separate sub-account within the Trust equal to the following contributions plus any earnings and income from same: (i) 40% of the total Trust Fund, (ii) 55% of the Cyprus Contributions, (iii) 47.5% of the Cyprus Talc Insurance Policy Proceeds, and (iv) 47.5% of the J&J Settlement Proceeds. These allocations may not be modified or amended in any respect.

2.3 Treatment of Ovarian Cancer I-IV Claims. Ovarian Cancer I-IV Claimants who meet the Medical/Exposure Criteria may elect to seek recovery from Fund A through the Expedited Review Process or the Individual Review Process, shall be subject to the review and valuation procedures set forth herein and shall be subject to the applicable Scheduled, Average and/or Maximum Values and Payment Percentage (as modified by the DEF (if applicable)). Ovarian Cancer I-IV Claimants who do not meet the Medical/Exposure Criteria may undergo the Trust's Individual Review Process described in Section 5.2(b) below.

2.4 Treatment of Mesothelioma Claims and Lung Cancer Claims.

(a) Mesothelioma Cosmetic A Claimants, Mesothelioma Cosmetic B Claimants, Mesothelioma Industrial A Claimants, Mesothelioma Industrial B Claimants, and Lung Cancer Claimants who meet the Medical/Exposure Criteria may elect to seek recovery from Fund B through the Expedited Review Process or the Individual Review Process, shall be subject to the review and valuation procedures set forth herein and shall be subject to the applicable Scheduled,

Average and/or Maximum Values and Payment Percentage (as modified by the DEF (if applicable)).

(b) Mesothelioma Cosmetic A Claimants, Mesothelioma Cosmetic B Claimants, Mesothelioma Industrial A Claimants, Mesothelioma Industrial B Claimants, and Lung Cancer Claimants without Regular or Routine Exposure and Secondary Mesothelioma Claimants who elect to seek recovery from Fund B through the Individual Review Process, shall be subject to the review and valuation procedures set forth herein (including the terms set forth in Sections 5.2(b)(iv) and (v)) and shall be subject to the applicable Scheduled, Average and/or Maximum Values and Payment Percentage (as modified by the DEF (if applicable)).

2.5 Claim Treatment Summary. The following chart summarizes the information contained in Sections 2.3 to 2.4 above:

Disease	Treatment
Mesothelioma Claims and Lung Cancer Claims with Regular or Routine Exposure	May be processed for resolution by the Trust under Expedited Review or Individual Review as set forth herein and if compensable shall be paid from Fund B.
Mesothelioma Claims and Lung Cancer Claims without Regular or Routine Exposure and Secondary Mesothelioma Claims	Must be processed for resolution by the Trust under Individual Review, as set forth herein and if compensable shall be paid by Fund B.
Ovarian Cancer I through IV	May be processed for resolution by the Trust under Expedited Review or Individual Review as set forth herein and if compensable shall be paid from Fund A.

2.6 Necessity of Filing a Trust Claim Form. All holders of Talc Personal Injury Claims must file a Trust Claim Form with the Trust.

2.7 Application of the Payment Percentages. The assets of the Funds over their lives are estimated to be substantially less than the aggregate liquidated values of the Talc Personal Injury Claims anticipated to be asserted against them. Accordingly, after the liquidated value of a

Talc Personal Injury Claim payable from a Fund is determined pursuant to the procedures set forth herein for Expedited Review or Individual Review, the holder of such claim shall ultimately receive a pro-rata share of the value of their claim based on a Payment Percentage. The Initial Payment Percentage for each Fund shall be established by the Trustees, with the consent of the applicable TAC and the applicable Post-Effective Date FCR, after the Effective Date.

Any adjustments to Payment Percentages and any supplemental payments to be made with respect to paid claims are governed by Section IV below. Because there is uncertainty in the prediction of both the total amount of each Fund's talc-related liabilities and the amount of the Trust Assets, no guarantee can be made of the Payment Percentage that will be applicable to any Talc Personal Injury Claim.

2.8 Determination of the Maximum Annual Payments. The Trust shall model the cash flow, principal, and income year-by-year to be paid over the entire life of each Fund to ensure that each Fund shall be available to treat all present and future holders of Talc Personal Injury Claims as similarly as possible. In each year, based upon the model of cash flow for each Fund, the Trust shall be empowered to make payments to Talc Personal Injury Claimants up to the Maximum Annual Payment for each Fund considering the Payment Percentage provisions set forth in Sections 4.2 and 4.3 below, subject to application of the DEF. The Maximum Annual Payment for each Fund shall be determined annually by the Trustees based on the cash flow analysis prepared by the Trust's forecasting expert upon which the then current Payment Percentage is based. If, for any year, the Trustees wish to utilize a Maximum Annual Payment for a Fund that is not equal to the projected claims payment amount for such year set forth in the Trust's forecasting expert's cash flow analysis, the Trustees must obtain the consent of the applicable TAC and the applicable Post-Effective Date FCR to such Maximum Annual Payment. The Trust's

payments to all Talc Personal Injury Claimants from a given Fund shall not exceed the applicable Fund's Maximum Annual Payment so determined for that year plus any amount rolled over from prior years. Should the Maximum Annual Payment for a particular Fund not be reached in any year, the portion of the Maximum Annual Payment for such Fund that is not exhausted in that year shall be added to the Maximum Annual Payment for the applicable Fund for the following year and any subsequent year until exhausted or until a Payment Percentage review with respect to such Fund occurs that results in a new cash flow model. Should the Maximum Annual Payment for a particular Fund be reached in any year before all claimants in such Fund's FIFO Payment Queue have been paid, such claimants shall be paid in the following year in the order they appear in such Fund's FIFO Payment Queue. The Payment Percentage and the Maximum Annual Payment amounts for each Fund are based on projections over the lifetime of the Fund. If such long-term projections are revised, that may result in a new model of the Fund's anticipated cash flow and a new calculation of a Maximum Annual Payment for such Fund.

Year-to-year variations in a particular Fund's flow of claims or asset values, including earnings thereon, will not mean necessarily that the long-term projections are inaccurate; they may simply reflect normal variations, both up and down, from the smooth curve created by the Trust's long-term projections. If, in a given year, however, asset values, including earnings thereon, are below projections, the Trust may need to distribute less in that year than would otherwise be permitted based on the original Maximum Annual Payment for such Fund derived from long-term projections. Accordingly, the original Maximum Annual Payment for a Fund in a given year may be temporarily decreased if the present value of the assets of the Fund as measured on a specified date during the year is less than the present value of the assets of the Fund projected for that date by the cash flow model described in the foregoing paragraph. The Trust shall make such a

comparison whenever the Trustees become aware of any information that suggests that such a comparison should be made. If the Trust determines that as of the date in question, the present value of a Fund's assets is less than the projected present value of its assets for such date, then it will remodel the cash flow year-by-year to be paid over the life of the Fund based upon the reduced value of the total assets as so calculated and identify the reduced portion of its funds to be paid for that year, which will become the Temporary Maximum Annual Payment (additional reductions in a Fund's Maximum Annual Payment can occur during the course of that year based upon subsequent calculations). If in any year a Fund's Maximum Annual Payment was temporarily reduced as a result of an earlier calculation and, based upon a later calculation, the difference between the projected present value of the Fund's assets and the actual present value of its assets has decreased, the Temporary Maximum Annual Payment shall be increased to reflect the decrease in the differential. In no event, however, shall the Temporary Maximum Annual Payment exceed the original Maximum Annual Payment. As a further safeguard, the Trust's distribution to all applicable Talc Personal Injury Claimants from each Fund for the first nine months of a year shall not exceed 85% of the Maximum Annual Payment for such Fund determined for that year. If on December 31 of a given year, the original Maximum Annual Payment for a Fund for such year is not in effect, the original Maximum Annual Payment for such Fund for the following year shall be reduced proportionately.

2.9 Indirect Talc Personal Injury Claims. As set forth in Section 5.4 below, Indirect Talc Personal Injury Claims, if any, shall be subject to all the same limitations and provisions relating to categorization, evaluation and payment of these TDP as all other Talc Personal Injury Claims, including the applicable Payment Percentage (as modified by the DEF (if applicable)).

SECTION III

TDP ADMINISTRATION

3.1 TACs and Post-Effective Date FCRs. Pursuant to the Plans and the Trust Agreement, the Trust and these TDP shall be administered by the Trustees in consultation with the applicable TACs, which represent the interests of holders of present Talc Personal Injury Claims, and the applicable Post-Effective Date FCRs, who represent the interests of holders of Talc Personal Injury Claims that shall be asserted in the future. Pursuant to the Trust Agreement, and these TDP, the Trustees shall obtain the consent of the TACs and the Post-Effective Date FCRs with respect to any amendment, change or modification to these TDP pursuant to Sections 4.1, 4.2, 5.2 and 8.3, and on such other matters as are required herein or in the Trust Agreement; provided, however, that any amendments or modifications to these TDP that affect only Mesothelioma and/or Lung Cancer Claims shall require consent solely by the Mesothelioma / Lung Cancer TAC and the Post-Effective Date Mesothelioma / Lung Cancer FCR and any amendments that affect only Ovarian Cancer Claims shall require consent solely by the Ovarian Cancer TAC and the Post-Effective Date Ovarian Cancer FCR. On all other matters, the Trust shall be administered by the Trustees in consultation with the TACs and the Post-Effective Date FCRs.

3.2 Consent and Consultation Procedures. In those circumstances in which consultation or consent of a TAC and a Post-Effective Date FCR is required, the Trustees shall provide written notice to the applicable TAC and the applicable Post-Effective Date FCR of the specific amendment or other action that is proposed. The Trustees shall not implement such amendment or take such action unless and until the parties have engaged in the Consultation Process described in Section 7.1(a) or the Consent Process described in Section 7.1(b), as applicable, of the Trust Agreement.

SECTION IV

PAYMENT PERCENTAGE; PERIODIC ESTIMATES; DUAL ESTATE FACTOR

4.1 Uncertainty of Debtors' Talc Liabilities. There is inherent uncertainty regarding the aggregate value of the Debtors' total talc-related liabilities. The Trustees must determine from time to time the percentage of the fully liquidated value that holders of present and future Talc Personal Injury Claims are likely to receive from the applicable Fund as reflected by the applicable payment percentage (each, a "**Payment Percentage**") to provide reasonable assurance that holders of similar Talc Personal Injury Claims are valued and paid in substantially the same manner. Each Fund shall have its own Payment Percentage.

4.2 Computation of Payment Percentages. The Initial Payment Percentage for each Fund will be set by the Trustees, with the consent of the applicable TAC and the applicable Post-Effective Date FCR, after the Effective Date. The Initial Payment Percentages shall apply to all Talc Personal Injury Claims to be paid by the Trust, unless and until the Trustees, with the consent of the applicable TAC and the applicable Post-Effective Date FCR, determine that a Fund's Payment Percentage must be changed to assure that such Fund shall be in a financial position to pay present and future holders of similar Talc Personal Injury Claims payable from such Fund in substantially the same manner. For the avoidance of doubt, only the Ovarian Cancer TAC and the Post-Effective Date Ovarian Cancer FCR shall have consent rights with respect to the Payment Percentage for Fund A and only the Mesothelioma / Lung Cancer TAC and the Post-Effective Date Mesothelioma / Lung Cancer FCR shall have consent rights with respect to the Payment Percentage for Fund B.

At least thirty (30) days prior to proposing in writing to a TAC and a Post-Effective Date FCR a change in a Fund's Payment Percentage, the Trustees shall issue a written notice to

claimants or claimants' counsel who have filed claims with such Fund indicating that the Trustees are reconsidering the Payment Percentage.

No less frequently than once every twelve (12) months, commencing on the fifth anniversary of the Initial Claims Filing Date, the Trustees shall compare the liability forecasts for each Fund on which the then applicable Payment Percentage is based with the actual claims filing and payment experience of such Fund to date. If the results of the comparison call into question the ability of a Fund to continue to rely upon the current liability forecast, the Trustees shall undertake a reconsideration of such Fund's Payment Percentage. The Trustees may also reconsider the then-applicable Payment Percentages sooner or at shorter intervals if the Trustees deem such reconsideration appropriate or if requested by the applicable TAC or the applicable Post-Effective Date FCR.

The Trustees must base their determination of a Fund's Payment Percentage on current estimates of the number, types, and values of present and future Talc Personal Injury Claims that will be payable by such Fund, the value remaining in such Fund, all anticipated administrative and legal expenses of such Fund, and any other material matters that are reasonably likely to affect the sufficiency of funds available for such Fund to pay a comparable percentage of the full liquidated values of their claims to present and future holders of Talc Personal Injury Claims payable by such Fund.

4.3 Applicability of the Payment Percentages. The Trust shall apply the applicable Payment Percentages to all payments made to Talc Personal Injury Claimants. The payment to a claimant shall reflect the applicable Payment Percentage in effect at the time the claimant's properly completed Acceptance and Release is received by the Trust subject to the provisions of Section 5.1(b) with respect to deceased or incompetent claimants.

If the Trustees, with the consent of the applicable TAC and the applicable Post-Effective Date FCR, increase the Payment Percentage applicable to any Fund, the Trustees shall make supplemental payments to all claimants who previously liquidated their claims and received payments from such Fund based on the lower Payment Percentage. The amount of any such supplemental payment shall be the liquidated value of the claim in question times the applicable newly adjusted Payment Percentage, less all amounts previously paid to the claimant with respect to the claim (but excluding any such amounts attributable to any sequencing adjustment paid pursuant to Section 7.7 below).

The Trustees' obligation to make a supplemental payment to a claimant shall be suspended in the event the payment in question would be less than $250 after application of the Payment Percentage at that time, and the amount of the suspended payment to the holder of any Talc Personal Injury Claim shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they collectively would have been less than $250. However, the Trustees' obligation shall resume, and the Trustees shall pay any such aggregate supplemental payments due the claimant at such time that the cumulative aggregate exceeds $250.

4.4 Dual Estate Factor – Calculation and Applicability.

In order to compensate holders of Imerys-Cyprus Talc Personal Injury Claims – *i.e.*, claimants who have a claim against both the Imerys Debtors and the Cyprus Debtor – the applicable Payment Percentage for any Imerys-Cyprus Talc Personal Injury Claim will be multiplied by 1.45 (the "**Dual Estate Factor**" or the "**DEF**"). The DEF addresses the difference in rights between holders of Imerys Talc Personal Injury Claims and Imerys-Cyprus Talc Personal Injury Claims by providing additional compensation to the latter.

The DEF shall apply to all Imerys-Cyprus Talc Personal Injury Claims to be paid by the Trust. In order to qualify for the DEF, a claimant alleging an Imerys-Cyprus Talc Personal Injury Claim is required to satisfy the exposure requirements set forth in Section 5.5(e) of these TDP.

This Section 4.4 of these TDP may not be modified or amended in any respect.

SECTION V

RESOLUTION OF TALC PERSONAL INJURY CLAIMS

5.1 Ordering, Processing and Payment of Claims.

(a) Ordering of Claims.

(i) Establishment of FIFO Processing Queues. Each Fund shall have a separate FIFO Processing Queue. The Trust shall order all Trust Claim Forms to be reviewed for processing purposes on a FIFO basis in the order each Reviewable Claim Submission is received, except as otherwise provided herein. For all Talc Personal Injury Claims in respect of which a Reviewable Claim Submission is filed on or before the date six (6) months after the Initial Claims Filing Date, a claimant's position in the applicable FIFO Processing Queue shall be determined as of the earliest of (i) the date prior to the Petition Date that the specific claim was filed against the Debtors in the tort system; (ii) the date prior to the Petition Date that the claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with the Debtors; (iii) the date subsequent to the Petition Date but prior to the date that the Trust first makes available the Trust Claim Form and other claims materials required to file a claim with the Trust that the claim was filed against another defendant in the tort system; and (iv) the date a ballot was submitted on behalf of the claimant for purposes of voting to accept or reject the Imerys Plan or the Cyprus Plan pursuant to voting procedures approved by the Bankruptcy Court, as applicable.

For all Talc Personal Injury Claims in respect of which a Reviewable Claim Submission is filed after the date six (6) months after the Initial Claims Filing Date, a claimant's position in the applicable FIFO Processing Queue shall be determined by (i) the date of receipt of the claimant's Reviewable Claim Submission; or (ii) the date that the claim was filed against one or more Debtors in the tort system. If any Reviewable Claim Submissions are filed on the same date, a claimant's position in the applicable FIFO Processing Queue vis-à-vis such other same-day claims shall be determined by the date of the diagnosis of the Disease with the earlier diagnosis having priority over the later diagnosis. If any Reviewable Claim Submissions are filed and diagnosed on the same date, a claimant's position in the applicable FIFO Processing Queue vis-à-vis such other same-day claims shall be determined by the claimant's date of birth, with older claimants given priority over younger claimants.

(ii) Effect of Statutes of Limitations and Repose. To be considered timely filed, all unliquidated Talc Personal Injury Claims filed against the Trust must meet either: (i) in the case of claims first filed in the tort system against the Debtors prior to the Petition Date, the applicable federal or state statute of limitations and repose that was in effect at the time of the filing of the claim in the tort system; or (ii) in the case of claims not filed against the Debtors in the tort system prior to the Petition Date, the applicable federal or state statute of limitations and repose that was in effect at the time of the filing of a Basic Claim Submission with the Trust. However, the running of the applicable statute of limitations or repose shall be tolled as of the earliest of: (a) the actual filing of a claim against one or more Debtors prior to the Petition Date (as applicable) in the tort system; (b) the date specified by agreement or otherwise between the applicable Debtor on the one hand, and the applicable claimant, on the other hand, (or, if none, the date of the agreement) in the case of tolling prior to the Petition Date (as applicable) by an

agreement or otherwise, provided such tolling was still in effect on the Petition Date; or (c) the Petition Date (as applicable). For the avoidance of doubt, in order for a tolling agreement to be considered effective hereunder, it must be a valid, enforceable written agreement between the specific claimant and the relevant Debtor, and in order for the filing of a claim against a Debtor prior to the applicable Petition Date in the tort system to be a tolling event, the subject lawsuit must not have been dismissed as of the Petition Date. The Claims Materials shall detail the evidence the claimant must submit with respect to any tolling event.

If a Talc Personal Injury Claim meets any of the tolling provisions described in the preceding paragraph and the claim was not barred by the applicable federal or state statute of limitations or repose at the time of the relevant tolling event, it shall be treated as timely filed if a Basic Claim Submission in respect of such claim is filed with the Trust within three (3) years after the Initial Claims Filing Date. In addition, any Talc Personal Injury Claim that is first diagnosed after the Petition Date, irrespective of the application of any relevant federal or state statute of limitations or repose, shall be treated as timely filed if a Basic Claim Submission in respect of such claim is filed with the Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date, whichever is later. However, the processing of any Talc Personal Injury Claim by the Trust may be deferred at the election of the claimant pursuant to Section 6.2 below.

(b) Payment of Claims. Subject to the completion, execution and delivery of an Acceptance and Release in accordance with Section 7.2 below, the holders of Talc Personal Injury Claims that have been liquidated in accordance with the terms hereof shall be paid from the applicable Fund in FIFO order based on the date their liquidation became final, all such payments being subject to the applicable Payment Percentage and the DEF in accordance with

Sections 4.3 and 4.4, the applicable Maximum Annual Payment, and any sequencing adjustment provided for in Section 7.7 below, except as otherwise provided herein (the "**FIFO Payment Queue**"). For the avoidance of doubt, each Fund shall have its own FIFO Payment Queue.

Where a claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to submission of the Acceptance and Release, an offer made by the Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending, provided that the Trust has been furnished with evidence that the settlement offer has been submitted to such court or in that probate process for approval. If the offer is ultimately approved by the court or through the probate process and a properly completed Acceptance and Release is submitted to the Trust, the Trust shall pay the claim in the amount so offered, multiplied by the greater of (a) the applicable Payment Percentage in effect at the time the offer was first made, or (b) the applicable Payment Percentage in effect at the time the Trust received the properly completed Acceptance and Release, in each case subject to application of the DEF (if applicable).

If any claims are liquidated on the same date, the claimant's position in the applicable FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant's talc-related Disease with the earlier diagnosis having priority over the later diagnosis. If any claims are liquidated on the same date and the respective claimants' talc-related Diseases were diagnosed on the same date, the position of those claimants in the applicable FIFO Payment Queue shall be determined by the Trust based on the claimants' dates of births, with older claimants given priority over younger claimants.

(c) Settled and Unpaid Talc Personal Injury Claims. The holder of a Settled and Unpaid Talc Personal Injury Claim may: (i) resubmit such claim for qualification and

valuation under the Trust pursuant to the procedures set forth in these TDP; or (ii) agree to accept the settled amount of their claim up to the Maximum Value multiplied by the Initial Payment Percentage of the applicable Fund. Further, in order to receive payment with respect to the settled amount of a Settled and Unpaid Talc Personal Injury Claim, the holder of such Settled and Unpaid Talc Personal Injury Claim must submit all documentation necessary to demonstrate to the Trust that the claim was liquidated, which documentation shall include (A) a copy of the settlement agreement and (B) the name, social security number, and date of birth of the claimant, and the name and address of the claimant's lawyer; provided, however, that if a Settled and Unpaid Talc Personal Injury Claim is listed on the schedule of such claims that the Debtors provide to the Trust and the claimant confirms the information provided by the Debtors, the claimant shall not be required to provide any additional documentation.

5.2 Resolution of Unliquidated Talc Personal Injury Claims. Within sixty (60) days after the establishment of the Trust, the Trustees, with the consent of the applicable TAC and the applicable Post-Effective Date FCR, shall adopt procedures for reviewing and liquidating all unliquidated Ovarian Cancer I-IV Claims, Mesothelioma Claims, and Lung Cancer Claims, which shall include deadlines for processing such claims. Such procedures shall also require that claimants seeking compensation from the Trust in respect of unliquidated Talc Personal Injury Claims must first file a Complete Claim Submission, in accordance with the provisions of Sections 6.1 and 6.2 below.

Each Trust Claim Form for claimants seeking to recover from the Trust shall require, in addition to a Basic Claim Submission: (i) Debtor Exposure; (ii) election to proceed through the Expedited Review Process or the Individual Review Process; and (iii) such other and further information and supporting documentation necessary for the Trust to determine if the subject Talc

Personal Injury Claim qualifies for payment pursuant to the provisions of these TDP. Claimants filing Mesothelioma Industrial A Claims, Mesothelioma Cosmetic A Claims, Lung Cancer Claims, or Other Disease Claims must provide information regarding their other occupational and industrial exposure (whether direct or bystander) to asbestos.

(a) Expedited Review Process.

(i) In General. The Expedited Review Process is designed to provide qualifying claimants (a) an expeditious, efficient, and inexpensive method for liquidating applicable, compensable Talc Personal Injury Claims where the claim, after meeting the applicable Medical/Exposure Criteria, can easily be verified by the Trust; and (b) a fixed and certain liquidated claim value. If, after completing its review, the Trust does not offer the claimant Scheduled Value, the claimant may request that the claim be reviewed pursuant to the Individual Review Process in accordance with Section 5.2(b) below or proceed to ADR in accordance with Section 5.7. If the claimant elects to have the claim reviewed pursuant to the Individual Review Process, the claimant may submit additional evidence to be considered by the Trust.

(ii) Claims Processing Under the Expedited Review Process. All claimants seeking liquidation of a Talc Personal Injury Claim pursuant to the Expedited Review Process shall file the appropriate Trust Claim Form. Following receipt of a Complete Claim Submission, the Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for any claim category eligible for the Expedited Review Process and shall advise the claimant whether the submitted Trust Claim Form is compensable or deficient. If the Trust determines that a claim meets the Medical/Exposure Criteria for a claim category eligible for the Expedited Review Process, the Trust shall tender to the claimant an offer of payment equal to the Scheduled Value for such Disease set forth in Section 5.2(a)(iii) below, subject to the

applicable Payment Percentage in accordance with Section 4.3 and, if applicable, the DEF. Offers tendered to Ovarian Cancer I-IV Claimants shall be subject to both the BRCA Reduction and the Clear Cell Reduction, as applicable, before application of the Payment Percentage and the DEF (if applicable). The Trust's offer shall be delivered together with the form of Acceptance and Release. Upon the Trust's receipt of a properly completed Acceptance and Release, the claim shall be placed in the applicable FIFO Payment Queue, and the Trust shall make payment on the claim subject to the limitations, if any, of the applicable Maximum Annual Payment.

(iii) Ovarian Cancer I-IV Claims, Mesothelioma Claims, and Lung Cancer Claims: Scheduled Value and Medical/Exposure Criteria. The Scheduled Values and Medical/Exposure Criteria set forth below shall apply to all applicable claims for Ovarian Cancer I through IV, Mesothelioma, and Lung Cancer filed with the Trust on or before the date three (3) months following the Initial Claims Filing Date for which the claimant elects the Expedited Review Process and shall continue to apply unless and until changed in accordance with these TDP. On or after such date, the Trustees, with the consent of the applicable TAC and the applicable Post-Effective Date FCR, may add to, change or eliminate Scheduled Values and/or Medical/Exposure Criteria for Ovarian Cancer I-IV Claims, Mesothelioma Claims, and Lung Cancer Claims except that in no event shall the Scheduled Value for any disease level listed in the chart below be reduced to an amount less than the Scheduled Value identified below. Any such change shall apply to Talc Personal Injury Claims filed after the date of the change. Commencing on January 1, 2026, the Trust shall modify these valuations annually for inflation based on the CPI-U published by the United States Department of Labor, Bureau of Labor Statistics; provided, however, that the annual CPI-U adjustment may not exceed three percent (3%). Any such inflation adjustment shall apply to Talc Personal Injury Claims paid after the date of the adjustment.

Expedited Review Medical/Exposure Criteria &
Scheduled Values of Claims Eligible for Expedited Review

Disease	Medical/Exposure Criteria	Scheduled Value
Ovarian Cancer		
Ovarian Cancer IV	(i) Diagnosis of Ovarian Cancer IV by a pathology report; (ii) Debtor Exposure; and (iii) Personal Use Exposure.	$400,000
Ovarian Cancer III	(i) Diagnosis of Ovarian Cancer III by a pathology report; (ii) Debtor Exposure; and (iii) Personal Use Exposure.	$260,000
Ovarian Cancer II	(i) Diagnosis of Ovarian Cancer II by a pathology report; (ii) Debtor Exposure; and (iii) Personal Use Exposure.	$140,000
Ovarian Cancer I	(i) Diagnosis of Ovarian Cancer I by a pathology report; (ii) Debtor Exposure; and (iii) Personal Use Exposure.	$60,000
Mesothelioma		
Mesothelioma Industrial A	(i) Diagnosis of Mesothelioma; (ii) Debtor Exposure; and (iii) Regular or Routine Exposure to Industrial Talc (for Mesothelioma Industrial A).	$400,000
Mesothelioma Industrial B	(i) Diagnosis of Mesothelioma; (ii) Debtor Exposure; and (iii) Regular or Routine Exposure to Industrial Talc (for Mesothelioma Industrial B).	$40,000

Disease	Medical/Exposure Criteria	Scheduled Value
Mesothelioma Cosmetic A	(i) Diagnosis of Mesothelioma; (ii) Debtor Exposure; and (iii) Regular or Routine Exposure to Cosmetic Talc (for Mesothelioma Cosmetic A).	$400,000
Mesothelioma Cosmetic B	(i) Diagnosis of Mesothelioma; (ii) Debtor Exposure; and (iii) Regular or Routine Exposure to Cosmetic Talc (for Mesothelioma Cosmetic B).	$20,000
Lung Cancer		
Lung Cancer Industrial Talc	(i) Diagnosis of Lung Cancer; (ii) evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease; (iii) Debtor Exposure; and (iv) Regular or Routine Exposure to Industrial Talc.	$20,000
Lung Cancer Cosmetic Talc	(i) Diagnosis of Lung Cancer; (ii) evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease; (iii) Debtor Exposure; and (iv) Regular or Routine Exposure to Cosmetic Talc.	$10,000

(b) Individual Review Process.

(i) In General. Subject to the provisions set forth below, a claimant may elect to have his or her Talc Personal Injury Claim reviewed under the Individual Review Process to determine (A) for Ovarian Cancer I-IV Claims, Mesothelioma Claims, and Lung Cancer Claims that meet the relevant Medical and Exposure Criteria, whether the value of the claim differs from the Scheduled Value provided (*see* Section 5.2(b)(iii)) below; and (B) for Ovarian Cancer

Claims that do not meet the Medical/Exposure Criteria, Mesothelioma Claims and Lung Cancer Claims without Regular or Routine Exposure, Secondary Mesothelioma Claims, and Other Disease Claims, whether the claim is compensable hereunder and the value of such claim (*see* Sections 5.2(b)(iv), (v), (vi), and (vii) below, respectively). A Talc Personal Injury Claim liquidated in the Individual Review Process may be determined to be more or less than the Scheduled Value the claimant would have received under the Expedited Review Process. Until such time as the Trust has made an offer on a claim pursuant to the Individual Review Process, the claimant may change his or her election to proceed with the Individual Review Process and have the claim liquidated pursuant to the Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the applicable FIFO Processing Queue. If, after completing its review, the Trust does not extend an offer, the claimant may provide additional evidence and request that the claim be re-reviewed or proceed to ADR in accordance with Section 5.7.

(ii) Foreign Claims. Notwithstanding anything to the contrary herein, based on the fact that there is no history of Foreign Claims asserted against the Debtors, no Foreign Claims shall be paid by the Trust either under these TDP or otherwise.

(iii) Ovarian Cancer I-IV Claims, Mesothelioma Claims, and Lung Cancer Claims that meet the Medical/Exposure Criteria. Ovarian Cancer I-IV Claimants, Mesothelioma Claimants, and Lung Cancer Claimants that meet the Medical/Exposure Criteria set forth in Section 5.2(a)(iii) and believe they would be entitled to greater than the applicable Scheduled Value were their claim resolved in the tort system, shall be eligible to seek the Individual Review Process to determine the value of their claims. The Individual Review Process is intended to result in payments equal to the full liquidated value for each claim (subject to the

applicable Payment Percentage (as modified by the DEF (if applicable))) which may be determined to be more or less than the Scheduled Value the claimant would have received under the Expedited Review Process. Because the detailed examination and valuation process pursuant to the Individual Review Process requires substantial time and effort, claimants electing to undergo the Individual Review Process may be paid on the basis of the liquidated value of their Talc Personal Injury Claims later than would have been the case had the claimant elected the Expedited Review Process. The liquidated values of Ovarian Cancer I-IV Claims, Mesothelioma Claims, or Lung Cancer Claims that undergo the Individual Review Process in accordance with the factors set forth in Section 5.2(b)(vi) below may be determined to be less than the Scheduled Value for the applicable Disease, and, in any event, shall not exceed the Maximum Value for such Disease as set forth herein.

(iv) Ovarian Cancer Claims that do not meet the Medical/Exposure Criteria. The Individual Review Process provides Ovarian Cancer Claimants whose Ovarian Cancer Claims are not diagnosed by a pathology report with an opportunity to have the Trust review the claimant's gynecological oncology records, hospital records, and physician reports. If the Trust is satisfied that such records establish a diagnosis of Ovarian Cancer and the claimant has met the other Medical/Exposure Criteria set forth in these TDP for an Ovarian Cancer Claim, the Trust may offer the claimant a liquidated value equal to the applicable Scheduled Value for the applicable Ovarian Cancer, subject to the applicable Payment Percentage and, if applicable, the DEF. Offers shall be subject to both the BRCA Reduction and the Clear Cell Reduction, as applicable, before application of the Payment Percentage and the DEF (if applicable).

If an Ovarian Cancer Claimant does not meet other applicable Medical/Exposure Criteria, the Ovarian Cancer Claimant may elect to undergo the Individual Review Process, and if the Trust

is satisfied that the claimant has presented a claim that would be cognizable and valid in the applicable tort system, the Trust may offer the claimant a liquidated value equal to up to the Scheduled Value for the applicable Ovarian Cancer disease level, subject to the applicable Payment Percentage and, if applicable, the DEF. Offers shall be subject to both the BRCA Reduction and the Clear Cell Reduction, as applicable, before application of the Payment Percentage and the DEF (if applicable).

(v) Mesothelioma Claims and Lung Cancer Claims without Regular or Routine Exposure. The Individual Review Process provides Mesothelioma Claimants and Lung Cancer Claims that do not satisfy the Regular or Routine Exposure criteria with an opportunity for individual consideration and evaluation; provided, however, that Lung Cancer Claimants with claims based on exposure to Cosmetic Talc may not pursue their claims through the Individual Review Process if they have other significant occupational or industrial exposure (whether direct or bystander) to asbestos. If a Mesothelioma Claimant or Lung Cancer Claimant fails to meet the Regular or Routine Exposure criteria, the Trust shall consider and evaluate the nature, intensity and duration of the exposure to Cyprus Talc and/or Imerys Talc. If the Trust is satisfied that the claimant has presented a claim that would be compensable in the tort system, the Trust may offer the claimant a liquidated value up to the applicable Scheduled Value for Mesothelioma or Lung Cancer, subject to the applicable Payment Percentage and, if applicable, the DEF.

(vi) Mesothelioma Secondary Exposure Claims. If a claimant alleges Mesothelioma from Debtor Exposure based on exposure to Cyprus Industrial Talc and/or Imerys Industrial Talc from close physical contact to a person who was occupationally exposed (whether direct or bystander) to Cyprus Industrial Talc and/or Imerys Industrial Talc (i.e., a "**Secondary**

Mesothelioma Claim"), the claimant must seek the Individual Review Process for his or her claim pursuant to Section 5.2(b) above. In such a case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under these TDP that would have been applicable had the occupationally exposed person filed a Mesothelioma Industrial A Claim or a Mesothelioma Industrial B Claim against the Trust, including the requirement of Debtor Exposure. In addition, the claimant with a Secondary Mesothelioma Claim must establish that he or she is suffering from Mesothelioma, that his or her own exposure to the occupationally exposed person occurred within the same time frame that the occupationally exposed person was exposed to Cyprus Industrial Talc and/or Imerys Industrial Talc, and that such secondary exposure was a cause of the Mesothelioma. If the Trust is satisfied that the claimant has met these requirements, the Trust may offer the claimant a liquidated value up to the applicable Maximum Value for Mesothelioma, subject to the applicable Payment Percentage and, if applicable, the DEF.

(vii) Other Disease Claims. The Individual Review Process provides a claimant with an Other Disease Claim with an opportunity for individual consideration and evaluation of the claim. The claimant must provide the Trust with (a) a disease diagnosis acceptable to the Trust and accompanied by evidence to establish a ten-year latency period between the first date of Debtor Exposure and the diagnosis, (b) medical records demonstrating that the claimant was treated for the diagnosed disease, (c) detailed evidence of Debtor Exposure, (d) a medical report or affidavit by a board-certified Medical Doctor, oncologist, or pathologist with qualified expertise to diagnose the disease that is being asserted establishing the claimant's exposure to Cyprus Talc and/or Imerys Talc or a product containing Cyprus Talc and/or Imerys Talc as a contributing factor in causing the disease identified in the diagnosis, which report or affidavit shall include citation to peer-reviewed medical or scientific literature recognizing a causal

association between talc exposure and the asserted disease, and (e) evidence acceptable to the Trust that the medical or scientific community recognizes a causal link between exposure to the Debtors' talc or talc-containing products and the disease identified in the diagnosis. The claimant must also establish to the Trust's satisfaction that the claimant had no other significant occupational or industrial exposure (whether direct or bystander) to asbestos. If, based upon the foregoing, the Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the applicable tort system, the Trust can offer the claimant a liquidated value amount up to Ten Thousand Dollars ($10,000.00), subject to the applicable Payment Percentage and, if applicable, the DEF. If the Other Disease Claim is with respect to colorectal cancer, laryngeal cancer, esophageal cancer, stomach cancer, or a type of asbestosis, the claim will be paid from Fund B. If the Other Disease Claim is with respect to uterine cancer, vaginal cancer, endometrial cancer, or vulvar cancer, the claim will be paid from Fund A. If the claim is for a disease other than those identified in this Section and that the Trust elects to recognize and resolve the claim in favor of payment, then the Trust, with the consent of the TACs and the FCRs will determine which Fund will pay the Other Disease Claim based on, among other things, the nature of the disease and the biological pathway by which the talc caused the disease.

(viii) Valuation Factors to Be Considered in the Individual Review Process. The Trust shall liquidate the value of each Talc Personal Injury Claim that undergoes the Individual Review Process based on the historic liquidated values of other similarly situated claims in the tort system as it exists on the Effective Date for similar claims or an analogous disease, or upon such criteria as the Trust may develop in consultation with the applicable TAC and the applicable Post-Effective Date FCR based upon its claims administrative experience and information available on values through continued litigation in the tort system. Accordingly, the

Trust shall take into consideration all of the factors that affect the amount of damages and values in the tort system, including, but not limited to, credible evidence of (i) the degree to which the characteristics of a claim differ from the Medical/Exposure Criteria for the Disease in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) whether the claimant's damages were (or were not) caused by Debtor Exposure (for example, possible alternative causes and the strength of documentation of injuries); (iv) settlement and verdict histories in the Claimant's Jurisdiction for similarly situated or analogous claims; (v) the greater of (a) settlement and verdict histories for the claimant's law firm in the Claimant's Jurisdiction for similarly situated or analogous claims, and (b) settlement and verdict histories for the claimant's law firm, including all cases where the claimant's law firm satisfies the Trust on the basis of clear and convincing evidence provided to the Trust that the claimant's law firm played a substantial role in the prosecution and resolution of the cases, such as actively participating in court appearances, discovery and/or trial of the cases, irrespective of whether a second law firm was also involved and would also be entitled to include the cases in its "settlement and verdict histories." For the avoidance of doubt, mere referral of a case, without further direct involvement, will not be viewed as having played a substantial role in the prosecution and resolution of a case. In liquidating the value of a Talc Personal Injury Claim that undergoes the Individual Review Process, the Trust shall treat a claimant as living if the claimant was alive at the time the initial pre-petition complaint was filed or the Trust Claim Form was filed with the Trust even if the claimant has subsequently died.

For purposes of evaluating Ovarian Cancer Claims that undergo the Individual Review Process, the Trust will also consider: (i) age at diagnosis; (ii) absence of (a) first degree family

history of ovarian cancer, breast cancer, or colorectal cancer, (b) family cancer syndrome, (c) BRCA1 or BRCA2, (d) nulliparity, (e) hormone replacement therapy usage, and (f) endometriosis; and (iii) the presence of a medical report or affidavit by a board certified medical doctor causally linking the Claimant's talcum powder use as a contributing factor in causing the Ovarian Cancer identified in the pathology report (or medical record).

For purposes of evaluating Lung Cancer Claims that undergo the Individual Review Process, the Trust will also consider: (i) non-smoker status; and (ii) limited exposure to other potential causes of lung cancer.

With respect to Claimant's Jurisdiction, if the claim was not filed against any of the Debtors in the tort system prior to the Petition Date, the claimant may elect as the Claimant's Jurisdiction (i) the jurisdiction in which the claimant resides or resided at the time of diagnosis or when the claim is filed with the Trust; (ii) a jurisdiction in which the claimant was exposed to Cyprus Talc and/or Imerys Talc or a product containing Cyprus Talc and/or Imerys Talc; (iii) a jurisdiction in which the claimant was exposed to a product containing Cyprus Talc and/or Imerys Talc for which one of the Debtors has legal responsibility; or (iv) any other jurisdiction in which the claimant could have brought suit in the absence of the bankruptcy case.

With respect to the Claimant's Jurisdiction, in the event a claim is made under these TDP for compensatory damages that would otherwise satisfy the criteria for payment under these TDP, but Claimant's Jurisdiction is a Foreclosed Jurisdiction, the claimant may elect the Commonwealth of Pennsylvania as the Claimant's Jurisdiction, and such claimant's damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 8.6 below is applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the

Claimant's Jurisdiction pursuant to Section 5.2(b)(vi) is determined to be the law of a Foreclosed Jurisdiction, shall govern only the rights between the Trust and the claimant, and, to the extent the Trust seeks recovery from any entity that provided insurance coverage to the Debtors, governing jurisdiction will be determined pursuant to the terms of the insurance policy and applicable law.

(ix) Average and Maximum Values for Talc Personal Injury Claims.

Average and Maximum Values for Talc Personal Injury Claims shall be as follows:

Disease	Average Value	Maximum Value
Ovarian Cancer		
Ovarian Cancer IV	$500,000	$1,350,000
Ovarian Cancer III	$325,000	$877,500
Ovarian Cancer II	$175,000	$472,500
Ovarian Cancer I	$75,000	$202,500
Mesothelioma		
Mesothelioma Industrial A[2]	$500,000	$1,350,000
Mesothelioma Industrial B		$200,000
Mesothelioma Cosmetic A[3]		$1,350,000
Mesothelioma Cosmetic B		$200,000

[2] Mesothelioma Industrial A Claims will have an Average Value of $800,000 and Mesothelioma Industrial B Claims will have an Average Value of $50,000. Those shall be the Average Values that will be taken into account in the context of payment percentage calculations along with such other information that the Trust determines is necessary. The overall Average Value for the combined Mesothelioma Industrial A Claims and Mesothelioma Industrial B Claims over the life of the Trust is not expected to exceed $500,000.

[3] Mesothelioma Cosmetic A Claims will have an Average Value of $800,000 and Mesothelioma Cosmetic B Claims will have an Average Value of $50,000. Those shall be the Average Values that will be taken into account in the context of payment percentage calculations along with such other information that the Trust determines is necessary. The overall Average Value for the combined Mesothelioma Cosmetic A Claims and Mesothelioma Cosmetic B Claims over the life of the Trust is not expected to exceed $500,000.

Disease	Average Value	Maximum Value
Lung Cancer		
Lung Cancer (Industrial Talc)	$25,000	$67,500
Lung Cancer (Cosmetic Talc)	$12,500	$33,750

The foregoing Average Values and Maximum Values shall apply to all Talc Personal Injury Claims filed with the Trust on or before the date three (3) months following the Initial Claims Filing Date and shall continue to apply unless and until changed in accordance with these TDP. On or after such date, the Trust, with the consent of the applicable TAC and the applicable Post-Effective Date FCR may change these values as set forth in Section 4.1. Commencing on January 1, 2026, the Trust shall modify these valuations annually for inflation based on the CPI-U published by the United States Department of Labor, Bureau of Labor Statistics; provided, however, that the annual CPI-U adjustment may not exceed three percent (3%). Any inflation adjustment shall apply to Talc Personal Injury Claims paid by the Trust after the date of the adjustment.

(x) Claims Processing under Individual Review. All claimants seeking liquidation of a Talc Personal Injury Claim pursuant to the Individual Review Process shall file the Trust Claim Form. Following receipt of a Complete Claim Submission, the Trust shall determine the liquidated value, if any, of the claim (as set forth herein) and shall advise the claimant of that determination. The Trust shall tender to the claimant an offer of payment equal to the determined liquidated value subject to the applicable Payment Percentage in accordance with Section 4.3 and, if applicable, the DEF. Offers tendered to Ovarian Cancer I-IV Claimants shall be subject to both the BRCA Reduction and the Clear Cell Reduction, as applicable, before application of the Payment Percentage and the DEF (if applicable). The Trust's offer shall be

delivered together with the form of Acceptance and Release. Upon the Trust's receipt of a properly completed Acceptance and Release, the claim shall be placed in the applicable FIFO Payment Queue and the Trust shall make payment on the claim, subject to the limitations, if any, of the applicable Maximum Annual Payment.

5.3 Categorizing Claims as Exigent.

(a) Exigent Claims. At any time, the Trust may liquidate and pay Direct Talc Personal Injury Claims that qualify as Exigent Health Claims or Exigent Hardship Claims as set forth below. Exigent Claims may be considered separately under the Individual Review Process no matter what the order of processing otherwise would have been under these TDP. An Exigent Claim, following its liquidation, shall be placed first in the applicable FIFO Payment Queue ahead of all other Talc Personal Injury Claims and shall be subject to the applicable Maximum Annual Payment.

(i) Exigent Health Claims. A Direct Talc Personal Injury Claim qualifies for payment as an Exigent Health Claim if the claim meets the Medical/Exposure Criteria for Mesothelioma, Lung Cancer, or Ovarian Cancer and the claimant is living when the claim is filed, and the claimant provides a declaration or affidavit made under penalty of perjury by a physician who has examined the claimant within one hundred twenty (120) days of the date of declaration or affidavit in which the physician states (a) that there is substantial medical doubt that the claimant will survive beyond six (6) months from the date of the declaration or affidavit, and (b) that the claimant's terminal condition is caused by the relevant talc-related Disease.

(ii) Exigent Hardship Claims. A Direct Talc Personal Injury Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the relevant Medical/Exposure Criteria for Mesothelioma, Lung Cancer, or Ovarian Cancer and the Trust, in

its sole discretion, determines (i) that the claimant needs immediate financial assistance based on the claimant's expenses and all sources of available income, and (ii) that there is a causal connection between the claimant's dire financial condition and the claimant's talc-related Disease.

5.4 Indirect Talc Personal Injury Claims. Indirect Talc Personal Injury Claims asserted against the Trust shall be treated as presumptively valid and paid by the Trust subject to the applicable Payment Percentage (and all other limitations applicable to Direct Talc Personal Injury Claims hereunder), as modified by the DEF (if applicable) if (a) such claim satisfied the requirements of the Claims Bar Date for such claims established by the Bankruptcy Court, if applicable, and is not otherwise disallowed by section 502(e) of the Bankruptcy Code (subject to the right of the holder of the Indirect Talc Personal Injury Claim to seek reconsideration by the Trustees under section 502(j) of the Bankruptcy Code) or subordinated under section 509(c) of the Bankruptcy Code, and (b) the Indirect Claimant establishes to the satisfaction of the Trustees that (i) the Indirect Claimant has paid in full the liability and obligation of the Trust to the Direct Claimant to whom the Trust would otherwise have had a liability or obligation under these TDP (and the Direct Claimant has not been paid by the Trust), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the Trust and the Protected Parties from all liability to the Direct Claimant and the Indirect Claimant, (iii) neither the Direct Claim nor Indirect Claim is barred by a statute of limitations or repose or by other applicable law, and (iv) the Indirect Claimant does not owe the Debtors, Reorganized Debtors, or the Trust an obligation to indemnify the liability so satisfied. In no event shall any Indirect Claimant have any rights against the Trust superior to the rights of the related Direct Claimant against the Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no claim of an Indirect Claimant may be liquidated and paid in an amount that exceeds what the Indirect Claimant has paid the

related Direct Claimant in respect of such claim for which the Trust would have liability. Further, in no event shall any Indirect Talc Personal Injury Claim exceed the Maximum Value of the compensable injury. An Indirect Talc Personal Injury Claim shall be subject to the applicable Payment Percentage (as modified by the DEF (if applicable)) and the other applicable provisions of these TDP.

To establish a presumptively valid Indirect Talc Personal Injury Claim, the Indirect Claimant's aggregate liability for the Direct Claimant's claim must also have been fixed, liquidated and paid fully by the Indirect Claimant by settlement (with the consent of the Trust and an appropriate full release in favor of the Trust and the Protected Parties) or a Final Order, provided that such claim is valid under applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Trust and the Protected Parties a release in form and substance satisfactory to the Trustees.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Trust and the Protected Parties with a full release of the Direct Claimant's claim, and demonstrate that the Indirect Claimant does not owe the Debtors, Reorganized Debtors or the Trust any indemnification obligation in respect of such claim, the Indirect Claimant may request that the Trust review the Indirect Talc Personal Injury Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Trust had to the Direct Claimant. If the Indirect Claimant can show that it has paid all or a portion of such liability or obligation, the Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then applicable Payment Percentage and, if

applicable, the DEF. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled under these TDP. Further, the liquidated value of any Indirect Talc Personal Injury Claim paid by the Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Talc Personal Injury Claim that might be subsequently asserted by the Direct Claimant against the Trust.

Any dispute between the Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR Procedures. If such dispute is not resolved under the ADR Procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Section 5.8 below.

Indirect Talc Personal Injury Claims that have not been disallowed, discharged, or otherwise resolved by Final Order shall be processed in accordance with procedures to be developed and implemented by the Trustees consistent with the provisions of this Section 5.4, which procedures (a) shall determine the validity, allowability and enforceability of such claims, and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Trust would have afforded the holders of the underlying valid Talc Personal Injury Claims.

To the extent any insurer makes a payment that gives rise to an Indirect Talc Personal Injury Claim, the insurer may submit such a claim to the Trust on a Trust Claim Form for Indirect Claimants in a form and manner approved by the Trustees, with the consent of the TACs and the Post-Effective Date FCRs, which shall include, without limitation, the basis for that claim, identification of the Direct Talc Personal Injury Claim for which costs were incurred, the amount incurred, proof of payment, and any insurance policy alleged to give rise to the Indirect Talc

Personal Injury Claim. To the extent such Indirect Talc Personal Injury Claim is allowed by the Trustees, it shall be paid by the Trust in accordance with Section 11.5 of the Plan and Section 2.9 of the TDP, from the same fund as the Direct Talc Personal Injury Claim would have been paid. The Trustees will make a determination of the validity of such Indirect Talc Personal Injury Claim on the basis of the terms of any relevant policy and applicable law. The Trustees will consider: (1) whether that payment would give rise to a claim against the Protected Parties under applicable state law, and (2) if it would give rise to a claim, whether that claim meets the presumptive validity requirements in Section 5.4 of the TDP, or is otherwise allowable under applicable law. To the extent that the insurer disagrees with that determination, the insurer may challenge that determination pursuant to the applicable provisions of the TDP, including the procedures set forth in Sections 5.7 and 7.3 of the TDP. The Trust, and not any Protected Party, will be responsible for any payments or reimbursements to insurers or others covered by Section 11.5 of the Plan.

5.5 Evidentiary Requirements.

(a) Mesothelioma Medical Evidence.

(i) In General. A diagnosis of Mesothelioma is required, and it must be based upon either (i) a physical examination by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations. If the diagnosis is based upon a physical examination by the physician providing the diagnosis, the diagnosis must be supported by a medical report of the diagnosing physician and medical records demonstrating that the claimant was treated for Mesothelioma.

All diagnoses of Mesothelioma shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first

exposure to Cyprus Talc and/or Imerys Talc or a product containing Cyprus Talc and/or Imerys Talc and the diagnosis, or (ii) a history of the claimant's Debtor Exposure, which may be by affidavit, other sworn statements, sales receipts, invoices, hospital records, or similar records, or by other credible evidence, sufficient to establish a 10-year latency period. A physician's statement providing diagnosis shall not excuse the claimant from the requirement to submit a Product Identification Form.

(ii) Credibility of Medical Evidence. Before making any payment to a claimant, the Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to the Debtors to settle for payment Mesothelioma cases prior to the filing of the applicable Debtor's bankruptcy case, or (iii) that is a diagnosis by a physician shown to have previously qualified as a medical expert with respect to Mesothelioma before a state or federal judge, is presumptively reliable, although the Trust may seek to rebut the presumption.

In addition, claimants who otherwise meet the requirements of these TDP for payment of a Talc Personal Injury Claim shall be paid irrespective of the results in any litigation at any time between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than any findings of fact, a verdict, or a judgment, involving another defendant may be introduced by either the claimant or the Trust in any Individual Review Process proceeding conducted pursuant to Section 5.2(b) or any Exigent Claim proceeding conducted pursuant to Section 5.3. The Trust may take any action it deems

appropriate to protect the interests of the Trust in response to the submission of medical evidence it deems unreliable.

(b) Lung Cancer Medical Evidence.

(i) In General. A diagnosis of Lung Cancer is required, and it must be based upon either (i) a physical examination by a physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations. If the diagnosis is based upon a physical examination by a physician providing the diagnosis, the diagnosis must be supported by a medical report of the diagnosing physician and medical records demonstrating that the claimant was treated for Lung Cancer.

All diagnoses of Lung Cancer shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to Cyprus Talc and/or Imerys Talc or a product containing Cyprus Talc and/or Imerys Talc and the diagnosis or (ii) a history of the claimant's Debtor Exposure, which may be by affidavit, other sworn statements, sales receipts, invoices, hospital records, or similar records, or by other credible evidence, sufficient to establish a 10-year latency period. A physician's statement providing diagnosis shall not excuse the claimant from the requirement to submit a Product Identification Form.

In addition, claimants must provide (i) evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease[4], and (ii) a medical report or affidavit by a board-certified medical

[4] Evidence of "Bilateral Asbestos-Related Nonmalignant Disease," for purposes of meeting the criteria for establishing Lung Cancer, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale or (ii)(x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (e.g., an

doctor establishing the claimant's exposure to Cyprus Talc and/or Imerys Talc or a product containing Cyprus Talc and/or Imerys Talc as a contributing factor in causing the Lung Cancer identified on the pathology report (or medical record).

(ii) Credibility of Medical Evidence. Before making any payment to a claimant, the Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to the Debtors to settle for payment Lung Cancer cases prior to the filing of the applicable Debtor's bankruptcy case, or (iii) that is a diagnosis by a physician shown to have previously qualified as a medical expert with respect to Lung Cancer before a state or federal judge, is presumptively reliable, although the Trust may seek to rebut the presumption.

In addition, claimants who otherwise meet the requirements of these TDP for payment of a Talc Personal Injury Claim shall be paid irrespective of the results in any litigation at any time between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than any findings of fact, a verdict, or a

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ILO report, a written radiology report or a pathology report). Solely for Lung Cancer Claims filed against the Debtors or another defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a Qualified Physician, or (ii) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with or compatible with a diagnosis of asbestos-related disease, shall be evidence of a Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Lung Cancer. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, "Asbestos-associated Diseases," Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of these TDP, a "Qualified Physician" is a physician who is board-certified (or in the case of Canadian Claims, a physician who is certified or qualified under comparable medical standards or criteria of Canada) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine or occupational medicine.

judgment, involving another defendant may be introduced by either the claimant or the Trust in any Individual Review Process proceeding conducted pursuant to Section 5.2(b) or any Exigent Claim proceeding conducted pursuant to Section 5.3. The Trust may take any action it deems appropriate to protect the interests of the Trust in response to the submission of medical evidence it deems unreliable.

(c) Ovarian Cancer Medical Evidence.

(i) In General. All diagnoses of Ovarian Cancer shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to Imerys Talc or Cyprus Talc or a product containing Imerys Talc or Cyprus Talc and the diagnosis, or (ii) a history of the claimant's Debtor Exposure, which may be by affidavit, other sworn statements, sales receipts, invoices, hospital records or similar records, or by other credible evidence, sufficient to establish a 10-year latency period. A physician's statement providing diagnosis shall not excuse the claimant from the requirement to submit a Product Identification Form.

In addition, a claimant must establish: (a) claimant was diagnosed with epithelial ovarian cancer, fallopian tube cancer or primary peritoneal cancer; (b) date of diagnosis; (c) the cancer involved one or more of the following subtypes: serous, endometrioid, clear cell, undifferentiated, mixed type, serous borderline, or endometrioid borderline; and (d) the stage of the cancer at the time of diagnosis. To satisfy this criteria a claimant must produce one of the following: (a) the pathology report for the surgical staging procedure at diagnosis; (b) gynecological oncology records; (c) hospital records; or (d) results of the examination of pathological materials by a board certified gynecologic oncologist, medical oncologist, pathologist, or obstetrician-gynecologist;

provided, however that Ovarian Cancer Claimants must have a diagnosis based on a pathology report in order to elect the Expedited Review Process.

(ii) Credibility of Medical Evidence. Before making any payment to a claimant, the Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical and scientific standards. The Trust may require the submission of pathology reports, laboratory tests, surgical reports, hospitalization records, results of medical examinations or reviews of other medical evidence. Medical evidence that is proof of diagnosis, subtype, and stages of epithelial ovarian cancer, fallopian tube cancer, or primary peritoneal cancer by a treating physician or if not a treating physician, by a board-certified gynecologic oncologist, medical oncologist, pathologist, or obstetrician gynecologist, is presumptively reliable, although the Trust may seek to rebut the presumption.

In addition, claimants who otherwise meet the requirements of these TDP for payment of a Talc Personal Injury Claim shall be paid irrespective of the results in any litigation at any time between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than any findings of fact, a verdict, or a judgment, involving another defendant may be introduced by either the claimant or the Trust in any Individual Review Process proceeding conducted pursuant to Section 5.2(b) or any Exigent Claim proceeding conducted pursuant to Section 5.3(a). The Trust may take any action it deems appropriate to protect the interests of the Trust in response to the submission of medical evidence it deems unreliable.

(d) Exposure Evidence. To receive compensation from the Trust, a claim must demonstrate Debtor Exposure. Claims based on conspiracy theories that involve no exposure to

talc or talc-containing products sold, distributed, marketed, handled, processed or manufactured by the Debtors are not compensable under these TDP. To meet the presumptive exposure requirements of the Expedited Review Process, the holder of a claim for Ovarian Cancer I-IV must also establish Personal Use Exposure in addition to Debtor Exposure. To meet the presumptive exposure requirements of the Expedited Review Process, the holder of a Mesothelioma Claim or a Lung Cancer Claim must establish Regular or Routine Exposure in addition to Debtor Exposure. Credible exposure evidence may be established by an affidavit or sworn statement based on personal knowledge (provided that the Trust finds such evidence reasonably reliable) or by other credible evidence. The Trust may, but is not required to, ask for the submission of other or additional evidence of exposure when it deems such to be necessary.

Evidence submitted to establish proof of exposure is for the sole benefit of the Trust, not third parties or defendants in the tort system. The Trust has no need for, and therefore claimants are not required to furnish the Trust with, evidence of exposure to specific products other than those for which the Debtors have legal responsibility except to the extent such evidence is required elsewhere in these TDP. Similarly, failure to identify Debtor Exposure in the claimant's underlying tort action, or to other bankruptcy trusts, does not preclude the claimant from recovering from the Trust, provided that the claimant satisfies the medical and exposure requirements of these TDP.

(e) Evidence of Imerys-Cyprus Talc Personal Injury Claim. The Dual Estate Factor will only apply to Imerys-Cyprus Talc Personal Injury Claims. To receive compensation from the Trust on account of an Imerys-Cyprus Talc Personal Injury Claim, a claimant must demonstrate Debtor Exposure prior to January 1, 1993.

5.6 Claims Audit Program. The Trust, with the consent of the TACs and the Post-Effective Date FCRs, shall develop a Claims Audit Program. The Trust shall utilize the services of a third-party claims processing facility (the "**Claims Processor**") to assist in the evaluation of claims submitted to the Trust and shall participate in a Cross-Trust Audit Program which may include a medical audit. The filing of any claim with the Trust, regardless of the treatment sought, shall constitute consent for each other trust participating in the Cross-Trust Audit Program to release to the entity overseeing the Cross-Trust Audit Program (the "**Auditor**") all information submitted to such other trusts by or on behalf of the claimant pursuant to the provisions of the Cross-Trust Audit Program and to disclose the status of any such claim and the amount and date of any payment on the claim to the Auditor.

To the extent that the Trustees believe that it is relevant, nothing herein shall preclude the Trust or its Auditor, in the Trustees' sole discretion, from reviewing or taking into consideration filed state court complaints or other claims filed against other mass tort trusts. Any claimant subject to the Claims Audit Program shall cooperate and, provide the Trust with non-privileged information reasonably requested by the Trust and, if requested by the Trustees, authorization to obtain from other mass tort trusts any information such claimant has submitted to such other trusts.

In the event that an audit reveals that fraudulent information has been provided to the Trust, the Trust may penalize any claimant or claimant's attorney by rejecting the Talc Personal Injury Claim or by other means including, but not limited to, requiring the source of such fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants' Talc Personal Injury Claims and any other appropriate action or sanction.

5.7 Arbitration.

(a) Establishment of ADR Procedures. The Trust, with the consent of the TACs and the Post-Effective Date FCRs, shall develop and adopt ADR Procedures, which shall provide for binding or non-binding arbitration to resolve disputes concerning (a) the valuation of a claim by the Trust, (b) whether the Trust's determination that a claim would not receive an offer was proper, or (c) whether the claimant's medical condition or exposure history meets the requirements of these TDP for purposes of categorizing a claim. In addition, disputes over the validity of an Indirect Talc Personal Injury Claim shall be eligible for ADR.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.5 above. In the case of an arbitration involving the liquidated value of a claim, the arbitrator shall consider the valuation factors that are set forth in Section 5.2(b) above. In order to facilitate the Individual Review Process, the Trust may from time to time develop valuation methodologies and/or matrices taking account of the valuation factors set forth in Section 5.2(b) above that enable the Trust to efficiently make initial liquidated value offers on claims being valued in the Individual Review Process. These valuation methodologies and/or matrices are often referred to as the Individual Review model. The Trust shall not offer into evidence or describe any model or assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The underlying data that was used to create the model may be relevant and may be made available to the arbitrator but only if provided to the claimant or his or her counsel ten days prior to the arbitration proceeding. The claimant and his or her counsel may use the data that is provided by the Trust in the arbitration and shall agree to

otherwise maintain the confidentiality of such information. Any disputes regarding confidentiality shall be resolved by the arbitrator.

With respect to all claims eligible for arbitration, the claimant shall elect either non-binding or binding arbitration. The Trust will consent to the type of ADR elected by the claimant. The ADR Procedures may be modified by the Trust with the consent of the TACs and the Post-Effective Date FCRs.

(b) Claims Eligible for Arbitration. To be eligible for arbitration on the question of the appropriate liquidated value to be assigned to a claim, the Talc Personal Injury Claimant must first complete the Individual Review Process set forth in Section 5.2(b) above with respect to the disputed issue. The Individual Review Process shall be treated as completed for these purposes after the Trust has made an offer on the claim (or declined to make an offer on the claim) and the claimant has rejected the liquidated value resulting from the Individual Review Process in writing (or been notified that the Trust declined to make an offer). If a claim undergoes the Expedited Review Process and the Trust does not offer the claimant the applicable Scheduled Value after reviewing the claim, the claimant may either request that the claim be reviewed pursuant to the Individual Review Process or proceed directly to arbitration.

(c) Limitations on and Payment of Arbitration Awards. The arbitrator shall not return an award in excess of the Maximum Value for the applicable Disease level as set forth herein. A claimant who submits to binding arbitration will receive payments in the same manner as one who accepts the Trust's original valuation of the claim. If a claimant elects non-binding arbitration and both the claimant and the Trust agree to be bound by the award therein, then the claimant will receive payments in the same manner as one who accepts the Trust's original valuation of the claim.

5.8 Litigation. Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in the tort system against the Trust in the Claimant's Jurisdiction as defined in Section 5.2(b)(vi) above. Any such lawsuit must be filed by the claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Trust, all defenses which could have been asserted by any Protected Party) shall be available to both sides at trial; however, the Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed or the Trust Claim Form was filed with the Trust, the Trust shall treat the claims as a personal injury case with all personal injury damages to be considered even if the claimant died during the pendency of the litigation. A claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Trust's available cash only as set forth in Section 7.8 below.

SECTION VI

CLAIMS MATERIALS

6.1 Claims Materials. The Trust shall prepare suitable and efficient Claims Materials for holders of Talc Personal Injury Claims, consisting of (i) detailed Trust Claim Forms; (ii) instructions; and (iii) a copy of these TDP, and shall provide such Claims Materials upon a written request for such materials to the Trust. Separate Trust Claim Forms shall be prepared for (i) Mesothelioma and Lung Cancer Claims, (ii) Ovarian Cancer Claims and (iii) Other Disease Claims. In addition, a separate Trust Claim Form for Indirect Talc Personal Injury Claims shall be developed. Each Trust Claim Form shall include a certification by the claimant or his or her Representative sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. In developing its claim filing procedures, the Trust shall make every effort to provide claimants with the opportunity to utilize currently available technology in the claimants'

discretion, including filing claims and supporting documentation over the internet and electronically. Each Trust Claim Form and set of instructions shall be developed by the Trust and shall require the consent of the applicable TAC and the applicable Post-Effective Date FCR; the materials may be changed by the Trustees with the consent of the applicable TAC and the applicable Post-Effective Date FCR.

6.2 Withdrawal or Deferral of Claims. A claimant may withdraw a Talc Personal Injury Claim at any time upon written notice to the Trust and file another Talc Personal Injury Claim subsequently without affecting the status of the claim for purposes of statutes of limitations or repose. All such claims filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant may also request that the processing of his or her Talc Personal Injury Claim by the Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitations or repose purposes, in which case the claimant shall also retain his or her original place in the applicable FIFO Processing Queue. During the period of such deferral, a sequencing adjustment on such claimant's Talc Personal Injury Claim as provided in Section 7.7 hereunder shall not accrue and payment thereof shall be deemed waived by the claimant. Except for Talc Personal Injury Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Trust's offer is required, a claim shall be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within one (1) year of the Trust's written offer of payment or of rejection of the claim. Upon written request, for good cause, the Trust may extend the withdrawal or deferral period for an additional six (6) months.

6.3 Filing Requirements and Fees. Each claimant must submit a filing fee of Fifty Dollars ($50.00) to have a Talc Personal Injury Claim filed with and processed by the Trust. A

claim shall not be deemed to be filed with the Trust and the statute of limitations will not have been tolled unless the filing fee is remitted to the Trust within sixty (60) days of the submission of the Trust Claim Form to the Trust. Any filing fee paid to the Trust shall be reimbursed in full without application of the applicable Payment Percentage if and when such claim is paid by the Trust. Filing fees shall be allocated to the Fund with respect to which the applicable Talc Personal Injury Claim is filed. With respect to filing fees paid for Other Disease Claims, each such filing fee shall be allocated to the Fund from which the Other Disease Claim would be paid if it were approved for payment by the Trust. The Trustees shall have the discretion, with the consent of the applicable TAC and the applicable Post-Effective Date FCR, to change the amount of the filing fee required for any Talc Personal Injury Claims filed with the subject Fund.

6.4 English Language. All claims, claims forms, submissions and evidence submitted to the Trust or in connection with any claim or its liquidation not in the English language shall be accompanied by an English translation.

6.5 Confidentiality of Talc Personal Injury Claimants' Submissions. All submissions to the Trust by a holder of a Talc Personal Injury Claim, including a claim form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Trust and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including, but not limited to, those directly applicable to settlement discussions. The Trust will preserve the confidentiality of such claimant submissions and shall disclose the contents thereof only, with the permission of the holder, to another trust established for the benefit of talc or asbestos personal injury claimants pursuant to sections 105(a) and 524(g) of the Bankruptcy Code or other applicable law, or to such other persons as authorized by the holder, or in response to a valid subpoena of such materials issued by the Bankruptcy Court,

a Delaware state court, the United States District Court for the District of Delaware or any other court of competent jurisdiction.

Furthermore, the Trust shall provide counsel for the holder a copy of any such subpoena immediately upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) claimants, the Trust may instead provide a copy of the subpoena to counsel for the TACs and Post-Effective Date FCRs and delay providing a copy of the subpoena to counsel for individual holders of Talc Personal Injury Claims until, in the Trustees' judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The Trust shall on its own initiative or upon request of the claimant or claimants in question take all necessary and appropriate steps to preserve any and all privileges.

Notwithstanding anything in the foregoing to the contrary, with the consent of the TACs and the Post-Effective Date FCRs, the Trust may disclose information, documents, or other materials reasonably necessary in the Trust's judgment to preserve, litigate, resolve or settle coverage or to comply with an applicable obligation under an insurance policy, indemnity, or settlement agreement; provided, however, that the Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party.

SECTION VII

GENERAL GUIDELINES FOR LIQUIDATING AND PAYING CLAIMS

7.1 Claims Processing. The Trust may utilize the services of a Claims Processor. All Talc Personal Injury Claims shall be resolved and, if determined to be eligible for payment, paid on an impartial, FIFO basis subject to the Maximum Annual Payment.

A claimant may not assert more than one Talc Personal Injury Claim hereunder. However, the holder of a Direct Talc Personal Injury Claim for Ovarian Cancer III, Ovarian Cancer II, or Ovarian Cancer I may assert a new claim for a higher level of Ovarian Cancer or Mesothelioma that is subsequently diagnosed, and the holder of a Direct Talc Personal Injury Claim for Lung Cancer or an Other Disease Claim may assert a new claim for Mesothelioma that is subsequently diagnosed. Any additional payments as to which such claimant may be entitled shall be reduced by the amount paid on account of any earlier-diagnosed Disease and the remaining amount due shall be subject to the then applicable Payment Percentage and, if applicable, the DEF.

Each Talc Personal Injury Claim shall be processed based on its place in the applicable FIFO Processing Queue based upon the election (Expedited Review Process or Individual Review Process) the Talc Personal Injury Claimant selects (if such election is available). The Trust shall take all reasonable steps to resolve Talc Personal Injury Claims as efficiently and expeditiously as possible at each stage of claims processing, including mediation and arbitration, which steps may include, in the Trust's sole discretion, conducting settlement discussions with Representatives with respect to more than one claim at a time, provided that the claimants' respective positions in the applicable FIFO Processing Queues are maintained, and each claim is individually evaluated pursuant to the valuation factors set forth in Section 5.2(b)(vi) herein. Except as set forth herein, the Trust shall also make every effort to issue offers each year to at least that number of Talc

Personal Injury Claims required to exhaust the applicable Maximum Annual Payment for each Fund.

The Trustees shall use their reasonable best efforts to ensure that the Trust processes claims such that over time the combination of settlements at the Scheduled Values (if applicable) and those resulting from the Individual Review Process should generally result in the applicable Average Values set forth in Section 5.2(b)(vii).

Nothing herein shall prevent the Trust from settling multiple claims at one time.

7.2 Acceptance and Release. A claimant may accept an offer of payment from the Trust by completing the acceptance and release form attached hereto as Exhibit A, which may not be amended to eliminate, diminish or otherwise affect the releases and other protections provided therein to any Protected Party without such Protected Party's written consent (the "**Acceptance and Release**").[5] Notwithstanding anything to the contrary contained in these TDP, the Plans or

[5] To the extent that the Trustees propose at any time to modify the form of the Acceptance and Release, the Trustees shall provide advance notice to each Protected Party of the proposed modification (each, a "**Modification Notice**"). Modification Notices to be delivered to the Protected Parties shall be sent to the individuals at the addresses identified in Exhibit B hereto (the "Notice Parties"), which list shall be subject to change upon notice to the Trust by a Protected Party. The Trust will have no continuing obligation to confirm the accuracy of the addresses for the Notice Parties.

If the modification proposed in the Modification Notice delivered to the Notice Parties does not affect the releases provided for in the Acceptance and Release, absent objection from a Protected Party within 30 days of the Modification Notice, the Trust may implement the proposed modification. If an objection to a modification that does not affect the releases is received and cannot be resolved, the Trust may seek appropriate relief from the Bankruptcy Court.

No modification that affects the releases provided for in the Acceptance and Release shall be made without the written consent of all Protected Parties. In the event a Protected Party does not approve or reject such modification set forth in the Modification Notice within 30 days, the Trust may seek appropriate relief from the Bankruptcy Court, but no such relief shall eliminate or diminish the releases or other protections provided to (or for the benefit of) the Protected Party under the Acceptance and Release as set forth in Exhibit A hereto.

For purposes of these TDP and the Trust Agreement, written consent for any of the Protected Parties (if given) shall be provided by the applicable Notice Party.

any Plan Documents, no claimant may receive payment or other distribution from the Trust Assets or otherwise from the Trust unless, as a condition precedent to such payment or distribution, such claimant (or a person or entity acting on the claimant's behalf with authority to bind the claimant as set forth in the next sentence of this Section 7.2), completes, executes and delivers to the Trust the Acceptance and Release. The Acceptance and Release shall be available for completion electronically and may be executed by the claimant or a person or entity who under applicable state law or legal documentation has the legal authority to execute such Acceptance and Release on behalf of (and to bind) the claimant through DocuSign or a similar authorized electronic signature program, or such other simplified and expedient means as the Trust, with the consent of the TACs and Post-Effective Date FCRs, may adopt, provided that such means are sufficient as a matter of law to bind the claimant.

7.3 Claims Disputes. All unresolved disputes regarding a claimant's medical condition, exposure history and/or the liquidated value of the claim may be subject to informal mediation and then, at the election of the claimant, to binding or non-binding arbitration as set forth in Section 5.7 herein under the ADR Procedures to be adopted by the Trust with the consent of the TACs and Post-Effective Date FCRs. Talc Personal Injury Claims that are the subject of a dispute with the Trust that are not resolved by arbitration may enter the tort system solely as provided in Section 5.8.

7.4 Costs Considered. Notwithstanding any provisions of these TDP to the contrary, the Trustees shall always appropriately consider the cost of ensuring that payment of valid Talc Personal Injury Claims is not further impaired by costs incurred related to the Trust's investigation of the validity of the medical and exposure evidence supporting any claim for Ovarian Cancer, Mesothelioma, or Lung Cancer. Nothing herein shall prevent the Trustees, in

appropriate circumstances, from contesting the validity of any claim against the Trust whatever the costs or declining to accept medical evidence from sources that the Trustees have determined to be unreliable pursuant to the Claims Audit Program described in Section 5.6 above.

7.5 Discretion to Vary the Order and Amounts of Payments in the Event of Limited Liquidity. Consistent with the provisions hereof and subject to the FIFO Processing and Payment Queues and the applicable Maximum Annual Payments set forth above, the Trustees shall proceed as quickly as possible to liquidate valid Talc Personal Injury Claims and shall make payments to holders of such claims in accordance with these TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because each Fund's assets and liabilities over time remain uncertain, and decisions about payments must be based on estimates that cannot be made precisely, such decisions may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustees shall use their best efforts to treat similar claims in substantially the same manner, consistent with their duties as Trustees, the purposes of the Trust, and the practical limitations imposed by the inability to predict the future with precision.

In the event that a Fund faces issues with respect to liquidity, the Trustees may, with the consent of the applicable TAC and the applicable Post-Effective Date FCR, (a) suspend the normal order of payment with respect to such Fund, or (b) temporarily limit or suspend payments from such Fund altogether.

7.6 Punitive Damages. Except as provided below with respect to claimants in jurisdictions where punitive damages are the sole recovery provided under applicable law, in determining the value of any liquidated or unliquidated Talc Personal Injury Claim, punitive or

exemplary damages (*i.e.*, damages other than compensatory damages) shall not be considered or allowed, notwithstanding their availability in the tort system. Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Trust in the tort system pursuant to Section 5.8 herein. The only damages awarded pursuant to these TDP to claimants who are deceased and whose personal representatives pursue their claims under a law that only provides for punitive damages shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to the choice of law principles.

For the avoidance of doubt, this Section 7.6 shall not affect in any way any claimant's or the Trust's ability to recover from any entity other than the Trust or the Protected Parties.

7.7 Sequencing Adjustments.

(a) General. Subject to the limitations set forth below, a sequencing adjustment shall be paid on all Talc Personal Injury Claims with respect to which the claimant has had to wait a year or more for payment, provided, however, that no claimant shall receive a sequencing adjustment for a period in excess of seven (7) years, for the period when the claim was deferred, withdrawn at the claimant's request, the period that the Trust was waiting for a properly completed Acceptance and Release, or during any period where the Trust's provision of payment to a claimant is delayed as the result of deficiencies or the claimant's failure to provide the Trust with additional information as requested on an unliquidated Talc Personal Injury Claim. The sequencing adjustment factor shall be equal to the federal funds rate per annum, provided that the annual federal funds rate applied shall not exceed three percent (3%). Such rate (the federal funds rate per annum not to exceed three percent (3%) per annum) shall apply for each of the first five (5) years after the Effective Date; thereafter, the Trust shall have the discretion to change the

annual sequencing adjustment factor with the consent of the TACs and the Post-Effective Date FCRs.

(b) Unliquidated Talc Personal Injury Claims. A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated Talc Personal Injury Claim whether the claim is liquidated under Expedited Review Process, Individual Review Process, or by arbitration. No sequencing adjustment shall be available to or paid on any claim liquidated in the tort system pursuant to Section 5.8 above herein. Sequencing adjustments on all such unliquidated claims shall be measured from the date of payment back to the date that is one (1) year after the date on which the claim was placed in the FIFO Processing Queue, subject to the limitation that no claimant shall receive a sequencing adjustment for a period in excess of seven (7) years. Notwithstanding the provisions hereof, a sequencing adjustment shall not accrue during any period where the Trust's provision of payment to a claimant is delayed as the result of the claimant's failure to provide the Trust with information necessary to process a Talc Personal Injury Claim.

7.8 Payment of Judgments for Money Damages. If and when a claimant who elected non-binding arbitration and rejected the arbitral award subsequently obtains a judgment in the tort system, the claim shall be placed in the applicable FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the claimant shall receive from the Trust an initial payment (subject to the applicable Payment Percentage (as modified by the DEF (if applicable)) and the applicable Maximum Annual Payment) of an amount equal to the greater of (i) the Trust's last offer to the claimant, or (ii) the award that the claimant declined in non-binding arbitration; provided, however, that in no event shall such payment amount exceed the amount of the judgment obtained in the tort system. The claimant shall receive the balance of the judgment,

if any, in five (5) equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage (as modified by the DEF (if applicable)), Maximum Value, and the applicable Maximum Annual Payment, if applicable, in effect on the date of the payment of the subject installment).

The total amounts paid with respect to such claims shall not exceed the relevant Maximum Values for such Disease Levels as set forth in Section 5.2(a)(iii) above, subject to the applicable Payment Percentage (as modified by the DEF (if applicable)). Under no circumstances shall (a) sequencing adjustments be paid pursuant to Section 7.7, or (b) interest be paid under any statute on any judgments obtained in the tort system.

7.9 Third-Party Services. Nothing in these TDP shall preclude the Trust from contracting with another claims resolution organization to provide services to the Trust so long as decisions about the categorization and liquidated value of Talc Personal Injury Claims are based on the relevant provisions of these TDP, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

SECTION VIII

MISCELLANEOUS

8.1 Amendments. Except as otherwise provided herein, the Trustees may not amend, modify, delete, or add to any provisions of these TDP, without the written consent of the TACs and the Post-Effective Date FCRs, provided, however, that any amendments or modifications to these TDP that affect only Mesothelioma Claims and/or Lung Cancer Claims shall require written consent solely by the Mesothelioma / Lung Cancer TAC and the Post-Effective Date Mesothelioma/Lung Cancer FCR and any amendments or modifications to these TDP that affect only Ovarian Cancer Claims shall require written consent solely by the Ovarian Cancer TAC and the Post-Effective Date Ovarian Cancer FCR. Nothing herein is intended to

preclude the TACs or the Post-Effective Date FCRs from proposing to the Trustees, in writing, amendments to these TDP. For the avoidance of doubt, these TDP may not be amended to alter the allocation of the assets of the Trust between Funds or to modify Section 4.4 regarding the DEF. Notwithstanding the foregoing, no amendment shall be made to (i) these TDP that would affect the scope and terms of the releases, injunctions and other protections provided in these TDP (including in Section 7.2 hereof), the Plans, the other Plan Documents, the Confirmation Orders and the Affirmation Orders to or for the benefit of any Protected Party or (ii) any definitions in these TDP that would render them inconsistent with the definitions included in either of the Plans, as applicable, to the extent such amendment affects the scope and terms of the releases and injunctions provided in the Plans and Confirmation Orders or otherwise adversely affect a Protected Party, without the advance written consent of any affected Protected Party. For the avoidance of doubt, (x) except as set forth in footnote 5 of these TDP, the form of the Acceptance and Release may not be amended or modified, and (y) the requirement that a claimant complete, execute and deliver to the Trust an Acceptance and Release as a condition precedent to the claimant's receipt of any payment or other distribution from the Trust Assets, may not be removed, amended or modified, in the case of both (x) and (y) without the prior written consent of each Protected Party.

8.2 Severability. Should any provision contained in these TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of these TDP.

8.3 Governing Law. Except for purposes of determining the liquidated value of any Talc Personal Injury Claim, administration of these TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of Talc

Personal Injury Claims in the case of the Individual Review Process, mediation, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.2(b)(vi) above.

8.4 Administration with Other Comparable Trusts. In order to efficiently administer the Trust Assets, the Trustees may determine, with the consent of the TACs and the Post-Effective Date FCRs, to provide for the administration of the Trust Assets and/or these TDP by or in conjunction with another trust or trusts established under sections 105 and/or 524(g) of the Bankruptcy Code, provided, however, that appropriate accounting, trust, confidentiality, or other procedures shall be adopted and followed to ensure that each Fund's assets are maintained separate and segregated from the other Fund's assets and any other trust's assets or res and each Fund's value can be separately ascertained at all appropriate times, and all claimant information is maintained on a confidential basis.

8.5 Lack of Precedential Value. The asset allocations, claim values, and claim qualification criteria applicable to holders of Talc Personal Injury Claims provided for in the Plans and these TDP are based on the unique facts and circumstances of the Chapter 11 Cases. The asset allocations, claims values, and claim qualification criteria shall have no precedential effect with respect to the allocation, claim values, or claim qualification criteria that are appropriate with respect to other tort claims against other Persons.

Exhibit A

Acceptance and Release

TALC PERSONAL INJURY CLAIMANT ACCEPTANCE AND RELEASE

This Talc Personal Injury Claimant Acceptance and Release (this "**Acceptance and Release**") is made and entered on the date set forth on the signature page hereof by the undersigned who is either the "**Injured Party**" or the "**Official Representative**"[1] (either being referred to herein as the "**Claimant**"), the holder of a Talc Personal Injury Claim.

RECITALS

WHEREAS, on February 13, 2019, Imerys Talc America, Inc., Imerys Talc Canada Inc., and Imerys Talc Vermont, Inc. (collectively, the "**Imerys North American Debtors**") each commenced a case under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101-1532 (as amended, the "**Bankruptcy Code**") by filing voluntary petitions for relief with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**");

WHEREAS, on [_____], Imerys Talc Italy S.p.A. ("**ITI**" and, together with the Imerys North American Debtors, the "**Imerys Debtors**") commenced a case under chapter 11 of the Bankruptcy Code by filing a voluntary petition for relief with the Bankruptcy Court;

WHEREAS, on February 11, 2021, Cyprus Mines Corporation (the "**Cyprus Debtor**" and, together with the Imerys Debtors, the "**Debtors**") commenced a case under chapter 11 of the Bankruptcy Code by filing a voluntary petition for relief with the Bankruptcy Court;

WHEREAS, pursuant to the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* dated [●], 2024 (together with any amendments or modifications thereto, the "**Imerys Plan**") and the *First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code* dated [●], 2024 (together with any amendments or modifications thereto, the "**Cyprus Plan**" and, together with the Imerys Plan, the "**Plans**"), the Protected Parties (as defined in both Plans) are making certain contributions to the Talc Personal Injury Trust (collectively, the "**Talc Personal Injury Trust Contribution**") in consideration of receiving, among other things, the benefit of the Channeling Injunctions and this Acceptance and Release from holders of Talc Personal Injury Claims desiring to receive a distribution from the Talc Personal Injury Trust;

WHEREAS, all Talc Personal Injury Claims have been channeled to the Talc Personal Injury Trust pursuant to the Channeling Injunctions;

WHEREAS, in connection with the Talc Personal Injury Trust Contribution, the Talc Personal Injury Trust has agreed to indemnify, defend, and hold harmless the Protected Parties from Talc Personal Injury Claims in accordance with the terms and provisions of the Plans;

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[1] The "**Official Representative**" is the/a person who under applicable state law or legal documentation has the authority to execute this Acceptance and Release on behalf of the Injured Party, the Injured Party's estate, or the Injured Party's heirs.

WHEREAS, the Claimant has filed a Talc Personal Injury Claim with the Talc Personal Injury Trust (the "**Filed Talc Claim**") and desires to have the Filed Talc Claim resolved and to receive a distribution from the Talc Personal Injury Trust with respect to the Filed Talc Claim; and

WHEREAS, it is a condition precedent to receiving a distribution from the Talc Personal Injury Trust that the Claimant execute and deliver this Acceptance and Release for the benefit of the Protected Parties and the Talc Personal Injury Trust and certain representatives thereof as listed in Section 2.1(c)(xiii) of the Talc Personal Injury Trust Agreement (collectively, the "**Talc Trust Released Parties**").

ACCEPTANCE AND RELEASE

NOW, THEREFORE, in consideration of the foregoing recitals, which recitals are expressly incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Claimant agrees as follows:

1. Capitalized terms not defined herein have the meanings set forth in the Plans, the Talc Personal Injury Trust Agreement, or the Trust Distribution Procedures, as the context requires or as indicated herein, and such definitions are incorporated herein by reference.

2. The words "herein," "hereof," "hereto," "hereunder," and others of similar import refer to this Acceptance and Release as a whole and not to any particular section, subsection or clause contained in this Acceptance and Release.

3. On behalf of the Injured Party, the Injured Party's estate, the Injured Party's heirs and/or anyone else claiming rights through the Injured Party, now and in the future, the Claimant hereby **COMPLETELY AND UNCONDITIONALLY RELEASES AND FOREVER DISCHARGES** the Talc Trust Released Parties from any and all known or unknown current and future Talc Personal Injury Claims except as expressly provided herein ("**Released Claims**").

4. Notwithstanding the paragraph immediately above or anything to the contrary contained herein, if the Filed Talc Claim involves a Direct Talc Personal Injury Claim for Ovarian Cancer III, Ovarian Cancer II, Ovarian Cancer I, Lung Cancer, or Other Disease, the Injured Party may file a new Talc Personal Injury Claim with the Talc Personal Injury Trust for a higher level of Ovarian Cancer or Mesothelioma that is subsequently diagnosed pursuant to the terms of the Trust Distribution Procedures.

5. The release set forth herein shall inure to the benefit of the Talc Trust Released Parties and their successors and assigns, each of which is an express third-party beneficiary hereof.

6. The release set forth herein shall be binding on any and all successors and assigns of the Claimant.

7. The Claimant expressly warrants and represents that the Claimant has not assigned, conveyed, hypothecated, pledged, or otherwise transferred the Filed Talc Claim. If the Claimant is an Official Representative, the Official Representative represents and warrants that the Official Representative has all requisite legal authority to act for, bind, and accept payment on behalf of the Injured Party and all heirs of the Injured Party on account of the Filed Talc Claim.

8. The Claimant agrees to indemnify and hold harmless, to the extent of payment hereunder, excluding attorneys' fees and costs, the Talc Trust Released Parties from any loss, cost, damage, or expense arising out of the rightful claim of any other Entity or Person with respect to the Filed Talc Claim.

9. The Claimant expressly warrants and represents that, if it is not a natural person, it is in good standing in its place of domicile; that the execution of this Acceptance and Release is fully authorized by it; that the person or persons executing this Acceptance and Release have the necessary and appropriate authority to do so; and that there are no pending agreements, transactions or negotiations to which it is a party that would render this Acceptance and Release or any part thereof void, voidable, or unenforceable.

10. The Claimant agrees to execute promptly all voluntary dismissals, stipulations, supplemental agreements, releases, affidavits, waivers, and other documents of any nature or kind which any Talc Trust Released Party at any time may reasonably require in order to implement the provisions of this Acceptance and Release.

11. This Acceptance and Release may be executed in counterparts, including by means of facsimile or electronic signature, each of which shall be deemed an original and which together shall constitute but one and the same instrument.

12. The Claimant agrees that it will not assert any Released Claims against the Talc Trust Released Parties or, unless compelled to testify by subpoena, voluntarily assist in any way in the prosecution by any other Entity of any Released Claims against the Talc Trust Released Parties.

13. The Claimant states that the Claimant has carefully read and understands the contents of this Acceptance and Release; that the Claimant has had the opportunity to consult with the Claimant's own counsel (if any) regarding the terms of this Acceptance and Release; and that this Acceptance and Release is entered into freely and voluntarily, and without coercion.

14. This Acceptance and Release is not intended to bar any cause of action, right, lien, or claim that the Claimant may have against any alleged tortfeasor, or any other Person or Entity, not included in the definition of Talc Trust Released Parties. The Claimant hereby expressly reserves all of his or her rights against such Persons or Entities. Notwithstanding anything to the contrary herein, this Acceptance and Release is not intended to release or discharge any Talc Personal Injury Claim or potential Talc Personal Injury Claim that the Injured Party's heirs (if any), spouse (if any), the Official Representative (if any), or the Official Representative's heirs (if any) (other than the Injured Party) may have as a result of their own exposure to talc or talc-containing products.

15. The Claimant represents and warrants that all valid liens, subrogation, and reimbursement claims relating to benefits paid to or on account of the Injured Party in connection with, or relating to, the Filed Talc Claim have been resolved or will be resolved from the net proceeds of the settlement payment to the Claimant under this Acceptance and Release or otherwise. It is further agreed and understood that no Talc Trust Released Party shall have any liability to the Claimant or any other person or entity in connection with such liens or

reimbursement claims and that the Claimant will indemnify and hold the Talc Trust Released Parties harmless from any and all such alleged liability as provided in the following sentence. The Claimant will indemnify and hold the Talc Trust Released Parties harmless, to the extent of the amount of payment hereunder, excluding attorney's fees and costs, from any and all liability arising from subrogation, indemnity, or contribution claims related to the Filed Talc Claim released herein and from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation or contract related to the Filed Talc Claim released herein.

16. The Claimant understands that the Filed Talc Claim released herein is being resolved by the Talc Personal Injury Trust, and a liquidated value of $_____ has been established for such Filed Talc Claim. The Claimant acknowledges that, pursuant to the Trust Distribution Procedures, the Talc Personal Injury Trust will only be able to pay the Claimant a percentage of the liquidated value of such Filed Talc Claim. The percentage applicable to the Filed Talc Claim will be determined in the manner set forth in the Trust Distribution Procedures. The Claimant further acknowledges that the percentage is based on estimates that change over time, and that other claimants may have in the past received, or may in the future receive, a smaller or larger percentage of the value of their claims than the Claimant. The Claimant further acknowledges that, other than as specifically set forth in the Trust Distribution Procedures, the fact that earlier or later claimants may have been paid or may in the future be paid a smaller or larger percentage of the value of their claims shall not entitle the Claimant to any additional compensation from the Talc Personal Injury Trust.

17. In the event of a verdict against others, any judgment entered on the verdict that takes into account the status of the Talc Personal Injury Trust as a joint tortfeasor legally responsible for the Injured Party's injuries shall be reduced by no more than the total and actual amount paid as consideration for this Acceptance and Release or such lesser amount as allowed by law.

18. The Claimant understands, represents, and warrants that this Acceptance and Release is a compromise of a disputed claim and not an admission of liability by, or on the part of, the Talc Trust Released Parties. Neither this Acceptance and Release, the compromise and settlement evidenced hereby, nor any evidence relating thereto, will ever be admissible as evidence against the Talc Personal Injury Trust in any suit, claim, or proceeding of any nature except to enforce this Acceptance and Release. However, this Acceptance and Release is and may be asserted by the Talc Trust Released Parties as an absolute and final bar to any claim or proceeding now pending or hereafter brought by or on behalf of the Injured Party with respect to any Talc Personal Injury Claim (including the Filed Talc Claim) released herein, except as expressly provided herein.

19. The Claimant (a) represents that no judgment debtor has satisfied in full or in part, the Talc Personal Injury Trust's liability with respect to the Filed Talc Claim as the result of a judgment entered in the tort system, and (b) upon information and belief, represents that the Claimant has not entered into a release (other than this Acceptance and Release) that discharges or releases the Talc Personal Injury Trust's liability to the Claimant with respect to the Filed Talc Claim.

20. The Claimant represents that he or she understands that this Acceptance and Release constitutes a final and complete release of the Talc Trust Released Parties with respect to any and all Talc Personal Injury Claims, including the Filed Talc Claim, except as expressly provided herein. The Claimant has relied solely upon his or her own knowledge and information, and the advice of his or her attorneys (if any), as to the nature, extent, and duration of the Injured Party's injuries, damages, and legal rights, as well as the alleged liability of the Talc Personal Injury Trust and the legal consequences of this Acceptance and Release, and not on any statement or representation made by or on behalf of the Talc Trust Released Parties.

21. This Acceptance and Release contains the entire agreement between the parties and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof between or among any of the parties hereto, including, without limitation, any prior agreements or understandings with respect to the liquidation of the Filed Talc Claim.

22. This Acceptance and Release shall be governed by and shall be construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law principles thereof.

23. **IT IS THE INTENTION OF THE CLAIMANT EXPRESSLY TO WAIVE AND RELINQUISH ALL CLAIMS THAT ARE RELEASED HEREBY TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, TO THE EXTENT THAT IT IS OR MAY BECOME APPLICABLE, WAIVER OF THE PROVISIONS, RIGHTS, AND BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES:**

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;**

AND ANY AND ALL PROVISIONS, RIGHTS AND BENEFITS OF ANY SIMILAR STATUTE OR COMMON-LAW RULE OF ANY OTHER JURISDICTION, WHOSE LAW MIGHT BE OR BECOME APPLICABLE TO THIS ACCEPTANCE AND RELEASE. CLAIMANT FURTHER ACKNOWLEDGES THAT CLAIMANT IS AWARE THAT CLAIMANT MAY HEREAFTER DISCOVER FACTS IN ADDITION TO, OR DIFFERENT FROM, THOSE THAT CLAIMANT NOW KNOWS OR BELIEVES TO BE TRUE WITH RESPECT TO THE SUBJECT MATTER OF THE ACCEPTANCE AND RELEASE, BUT IT IS CLAIMANT'S INTENTION TO, AND CLAIMANT DOES, FULLY, FINALLY, AND FOREVER, RELEASE AND DISCHARGE ANY AND ALL RELEASED CLAIMS KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, THAT MAY NOW EXIST, MAY HEREAFTER EXIST, OR HERETOFORE HAVE EXISTED, WITHOUT REGARD TO THE SUBSEQUENT DISCOVERY OR EXISTENCE OF SUCH DIFFERENT OR ADDITIONAL FACTS.

24. The Claimant acknowledges that the Talc Personal Injury Trust's obligation to pay the Claimant is not triggered until the Talc Personal Injury Trust receives this executed Acceptance and Release.

25. If the Claimant's counsel directed the Talc Personal Injury Trust's claims processing facility (the "**Facility**") to transmit to the Talc Personal Injury Trust any information from the Facility for purposes of settling the Filed Talc Claim, the Claimant acknowledges that the Claimant consented to the disclosure, transfer, and/or exchange of information related to the Filed Talc Claim (including medical information) between the Talc Personal Injury Trust and the Facility in connection with the Facility's processing of the Filed Talc Claim.

26. The Claimant authorizes payment pursuant to paragraph 16 to the Claimant or the Claimant's counsel, as agent for the Claimant.

27. The Claimant acknowledges and agrees that the releases and protections set forth in this Acceptance and Release in favor of, or for the benefit of, Talc Trust Released Parties are in addition to, and not in lieu of, any releases, injunctions and other protections afforded Talc Trust Released Parties under the Plans.

CERTIFICATION

I state that I have carefully read this Acceptance and Release and know the contents thereof, and I sign the same as my own free act. I additionally certify, under penalty of perjury, that the information that has been provided to support the Filed Talc Claim is true according to my knowledge, information, and belief, and further that I have the authority as the Claimant to sign this Acceptance and Release.

MEDICARE SECONDARY PAYER CERTIFICATION

I further represent and certify to the Talc Personal Injury Trust that, in respect of the Filed Talc Claim, the Claimant has paid or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, the Filed Talc Claim.

[signatures appear on following pages]

IN WITNESS WHEREOF, the undersigned has executed this Acceptance and Release as of this ____ day of _____, 20__.

Claimant: _____

Name of the Claimant:

Name of the Injured Party if different from the Claimant:

If the Claimant is not executing this Acceptance and Release electronically using a Talc Personal Injury Trust authorized electronic signature program, the Claimant's signature must be authenticated by a notary public or by the signature of two persons who witnessed the signing of this Acceptance and Release.

STATE OF)
) SS
_____COUNTY))

SWORN TO AND SUBSCRIBED before me this _____ day of _____.

_____
Notary Public
My Commission Expires:

OR

Signatures of two persons who witnessed the signing of this Acceptance and Release:

_____ _____
Witness Signature Witness Signature

Exhibit B

Protected Party Notice Information

(TO COME)

EXHIBIT B

Talc Personal Injury Trust Agreement

IVORY AMERICA/CYPRUS PERSONAL INJURY TRUST AGREEMENT

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IVORY AMERICA/CYPRUS PERSONAL INJURY TRUST AGREEMENT

This Ivory America/Cyprus Personal Injury Trust Agreement (this "**Trust Agreement**"), dated the date set forth on the signature page hereof and effective as of _____, 2024, is entered into pursuant to the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. _____] (as may be further amended, supplemented or modified, the "**Imerys Plan**"),[1] and the *First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code* [Docket No. [__]] (as may be further amended, supplemented, or modified, the "**Cyprus Plan**" and, together with the Imerys Plan, the "**Plans**"), by and among Imerys Talc America, Inc. and its debtor affiliates (referred to as the "**Imerys Debtors**")[2], the debtors and debtors-in-possession whose Chapter 11 Cases are administered under Case No. 19-10289 (LSS) (the "**Imerys Chapter 11 Cases**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"); Cyprus Mines Corporation (referred to as the "**Cyprus Debtor**" and, together with the Imerys Debtors, the "**Debtors**"), the debtor and debtor-in-possession whose Chapter 11 Case is administered under Case No. 21-10398 (LSS) in the Bankruptcy Court (the "**Cyprus Chapter 11 Case**"); the legal representative for any and all persons who may assert Talc Personal Injury Demands associated with Ovarian Cancer Claims (as defined in the TDP) and any other Talc Personal Injury Demands that might be payable from Fund A (as defined in the TDP) (the "**Post-Effective Date Ovarian Cancer FCR**"); the legal representative for any and all persons

[1] All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Imerys Plan or the Cyprus Plan (as defined herein) or the TDP (as defined herein), as the context requires or as indicated herein, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plans or the TDP, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

[2] To the extent Imerys Talc Italy S.p.A. ("**ITI**") seeks protection pursuant to the terms of the Bankruptcy Code in the Bankruptcy Court, the defined term Imerys Debtors shall include ITI.

who may assert Talc Personal Injury Demands associated with Mesothelioma Claims or Lung Cancer Claims (each as defined in the TDP) and any other Talc Personal Injury Demands that might be payable from Fund B (as defined in the TDP) (the "**Post-Effective Date Mesothelioma / Lung Cancer FCR**" and with the Post-Effective Date Ovarian Cancer FCR, the "**FCRs**"); Wilmington Trust, N.A. (the "**Delaware Trustee**"); the Trustees identified on the signature pages hereof (the "**Trustees**"); and the Trust Advisory Committees (the "**TACs**") whose members are identified on the signature pages hereof (the TACs together with the Debtors, the FCRs, the Delaware Trustee, and the Trustees, the "**Parties**");

WHEREAS, the Imerys Debtors have reorganized under the provisions of Chapter 11 of the Bankruptcy Code in the Imerys Chapter 11 Cases;

WHEREAS, the Cyprus Debtor has reorganized under the provisions of Chapter 11 of the Bankruptcy Code in the Cyprus Chapter 11 Case;

WHEREAS, the Confirmation Order in the Imerys Chapter 11 Cases (the "**Imerys Confirmation Order**") has been entered by the Bankruptcy Court and the Affirmation Order (as defined in the Imerys Plan) entered by the District Court;

WHEREAS, the Confirmation Order in the Cyprus Chapter 11 Case (the "**Cyprus Confirmation Order**" and, together with the Imerys Confirmation Order, the "**Confirmation Orders**") has been entered by the Bankruptcy Court and the Affirmation Order (as defined in the Cyprus Plan) entered by the District Court;

WHEREAS, the Plans provide, *inter alia,* for the creation of the Ivory America/Cyprus Personal Injury Trust (the "**Trust**"); and

WHEREAS, pursuant to the Plans, the Trust is to use its assets and income to resolve all Talc Personal Injury Claims as defined in the Imerys Plan and all Talc Personal Injury Claims as defined in the Cyprus Plan (collectively, "**Talc Personal Injury Claims**");

WHEREAS, it is the intent of the Debtors, the FCRs, the Trustees, and the TACs that the Trust will value, and be in a financial position to pay, Talc Personal Injury Claims that involve similar claims in substantially the same manner and in accordance with the terms of this Trust Agreement and the Trust Distribution Procedures (the "**TDP**") attached to the Plans as Exhibit A;

WHEREAS, all rights of the holders of Talc Personal Injury Claims arising under this Trust Agreement and the TDP shall vest upon the Effective Date;

WHEREAS, pursuant to the Plans, the Trust is intended to qualify as a "qualified settlement fund" (a "**Qualified Settlement Fund**") within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the "**QSF Regulations**"); and

WHEREAS, the Bankruptcy Court has determined that the Trust and the Plans satisfy all the prerequisites for issuance of an injunction pursuant to sections 524(g) and 105(a) of the Bankruptcy Code with respect to any and all Talc Personal Injury Claims, and such injunction has been entered in connection with the Confirmation Orders;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name.

(a) The Debtors as settlors ("**Settlors**") hereby create a trust known as the "Ivory America/Cyprus Personal Injury Trust," which is the Trust provided for and referred to in the Plans. The Trustees of the Trust may transact the business and affairs of the Trust in the name

of the Trust, and references herein to the Trust shall include the Trustees acting on behalf of the Trust. It is the intention of the Parties that the Trust constitutes a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801 *et seq.* (the "**Act**") and that this document constitute the governing instrument of the Trust. The Trustees and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as Exhibit 1.

1.2 Purpose. The purpose of the Trust is to assume all liabilities and responsibility for all Talc Personal Injury Claims and, among other things, to: (a) direct the processing, liquidation, and payment of all Talc Personal Injury Claims in accordance with the Plans, the TDP, and the Confirmation Orders; (b) preserve, hold, manage, and maximize the assets of the Trust for use in paying and resolving Talc Personal Injury Claims; and (c) qualify at all times as a Qualified Settlement Fund. The Trust is to use the Trust's assets and income to pay the holders of all Talc Personal Injury Claims in accordance with this Trust Agreement and the TDP in such a way that such holders of Talc Personal Injury Claims are treated fairly, equitably, and reasonably in light of the assets available to resolve such claims, and to otherwise comply in all respects with the requirements of a trust set forth in section 524(g)(2)(B) of the Bankruptcy Code.

1.3 Transfer of Assets. Pursuant to, and in accordance with Article IV of the Imerys Plan and Article IV of the Cyprus Plan, as applicable, the Trust has received the Talc Personal Injury Trust Assets[3] to fund the Trust and settle or discharge all Talc Personal Injury Claims. In all events, the Talc Personal Injury Trust Assets or any other assets to be transferred to the Trust under the Plans will be transferred to the Trust free and clear of any liens or other claims by the Debtors, the Reorganized Debtors as defined in the Imerys Plan (the "**Imerys Reorganized**

[3] The "**Talc Personal Injury Trust Assets**" refer to the Trust Assets as that term is defined in the TDP.

Debtors"), the Reorganized Debtor as defined in the Cyprus Plan (the "**Cyprus Reorganized Debtor**" and together with the Imerys Reorganized Debtors, the "**Reorganized Debtors**"), the other Protected Parties as defined in the Imerys Plan (the "**Imerys Protected Parties**"), the other Protected Parties as defined in the Cyprus Plan (the "**Cyprus Protected Parties**" and, together with the Imerys Protected Parties, the "**Protected Parties**"), any creditor, or other entity, except as otherwise provided in the Plans. Article IV of the Imerys Plan and Article IV of the Cyprus Plan provide for the Debtors and the Reorganized Debtors, among others, to execute and deliver such documents to the Trust as the Trustees may request to effectuate the transfer and assignment of any Talc Personal Injury Trust Assets to the Trust.

1.4 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the Trust, the Trust hereby expressly accepts the transfer to the Trust of the Talc Personal Injury Trust Assets and any other transfers contemplated by the Plans in the time and manner as, and subject to the terms, contemplated in the Plans.

(b) In furtherance of the purposes of the Trust, the Trust expressly assumes all liabilities and responsibility for all Talc Personal Injury Claims (except as set forth in the Plans) and the indemnification obligations in Section 4.13 of the Imerys Plan and Section 4.11 of the Cyprus Plan, in substitution for the financial or other responsibility or liability of the Reorganized Debtors therefor and neither the Reorganized Debtors nor any of the Protected Parties shall have any further financial or other responsibility or liability therefor except as explicitly set forth in the Plans. Except as otherwise provided in this Trust Agreement and the TDP, the Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors or the Reorganized Debtors

have or would have had under applicable law. Regardless of the foregoing, however, a claimant must meet otherwise applicable federal and state statutes of limitations and repose, except as otherwise provided in Section 5.1(a)(ii) of the TDP.

(c) Notwithstanding anything to the contrary herein, no provision herein or in the TDP shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a Qualified Settlement Fund under the QSF Regulations.

(d) Nothing in this Trust Agreement shall be construed in any way to limit (i) the scope, enforceability, or effectiveness of the Injunctions in the Plans or (ii) the Trust's assumption of liability for all Talc Personal Injury Claims subject to the provisions of Section 1.4(b) above and the Plans.

(e) In this Trust Agreement and the TDP, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

(f) To the extent required by the Act, the beneficial owners (within the meaning of the Act) of the Trust (the "**Beneficial Owners**") shall be deemed to be the holders of Talc Personal Injury Claims; provided that (i) the holders of Talc Personal Injury Claims, as such Beneficial Owners, shall have only such rights with respect to the Trust and its assets as are set forth in the TDP and (ii) no greater or other rights, including upon dissolution, liquidation, or winding up of the Trust, shall be deemed to apply to the holders of Talc Personal Injury Claims in their capacity as Beneficial Owners.

ARTICLE II

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

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

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

(c) Without limiting the generality of Section 2.1(a) above, and except as limited herein, by the Plans, or by the TDP, the Trustees shall have the power to:

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

(ii) invest the monies held from time to time by the Trust;

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

(iv) pay liabilities and expenses of the Trust including the indemnification obligations set forth in section 4.13 of the Imerys Plan and Section 4.11 of the Cyprus Plan;

(v) establish such funds, reserves, and accounts within the Trust estate, the Trustees deem useful in carrying out the purposes of the Trust;

(vi) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitrative, or other proceeding;

(vii) establish, supervise, and administer the Trust in accordance with this Trust Agreement and the TDP;

(viii) appoint such officers, hire such employees, engage such legal, financial, accounting, investment, auditing, forecasting, and other consultants, advisors, and agents as the business of the Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustees permit and as the Trustees, in their discretion, deem advisable or necessary in order to carry out the terms of the Trust;

(ix) pay reasonable compensation to those employees, legal, financial, accounting, investment, auditing, forecasting, and other consultants, advisors, and agents (including those engaged by the Trust in connection with its alternative dispute resolution activities);

(x) as provided below, (a) compensate the Trustees, the Delaware Trustee, and the FCRs, and the employees, legal, financial, accounting, investment, auditing, forecasting, and other consultants, advisors, and agents of each of them, and (b) reimburse the Trustees, the Delaware Trustee, and the FCRs for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xi) execute and deliver such instruments as the Trustees deem proper in administering the Trust;

(xii) enter into such other arrangements with third parties as the Trustees deem useful in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement;

(xiii) in accordance with Sections 4.4 and 4.6 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) (A) the Trustees, (B) the Delaware Trustee, (C) the TACs and their members, (D) the FCRs, and (E) the officers, employees, consultants, advisors, and agents of each of the Trust, the TACs, and the FCRs (each of those in (E) herein, the "**Additional Indemnitees**"), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below;

(xiv) enforce the J&J Settlement Agreement and, if the J&J Settlement Agreement is validly terminated pursuant to the terms thereof, pursue recoveries and allocate future proceeds received from J&J between Fund A and Fund B of the Trust in the same proportion as provided for in Section 2.2 of the TDP for allocation of the J&J Settlement Proceeds;

(xv) consult with the TACs and the FCRs at such times and with respect to such issues relating to the purpose, conduct, and affairs of the Trust as the Trustees consider desirable; and

(xvi) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustees in accordance with the terms of this Trust Agreement.

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

(e) The Trustees agree to take the actions of the Trust required hereunder.

(f) The Trustees shall give the TACs and the FCRs prompt notice of any act performed or taken pursuant to Sections 2.1(c)(i) or (vi) above, and any act proposed to be performed or taken pursuant to Section 2.2(f) below.

2.2 General Administration.

(a) The Trustees shall act in accordance with this Trust Agreement, the Plans, the Confirmation Orders, and the TDP. In the event of a conflict between the terms or provisions of (i) the Plan and (ii) this Trust Agreement or the TDP with respect to the rights of any Protected Party, the terms of the Plans shall control.

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

(c) The Trustees shall timely account to the Bankruptcy Court as follows:

(i) The Trustees shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event within one hundred and twenty (120) days following the end of each fiscal year, an annual report (the "**Annual Report**") containing financial statements of the Trust (including, without limitation, a balance sheet of the Trust as of the end of such fiscal year and a statement of operations for such fiscal year) audited by a firm of

independent certified public accountants selected by the Trustees and accompanied by an opinion of such firm as to the fairness of the financial statements' presentation of the cash and investments available for the payment of claims. The Trustees shall provide a copy of such Annual Report to the TACs and the FCRs when such reports are filed with the Bankruptcy Court.

(ii) Simultaneously with the filing of the Annual Report, the Trustees shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of claims resolved during the period covered by the financial statements. The Trustees shall provide a copy of such report to the TACs and the FCRs when such report is filed.

(iii) All materials required to be filed with the Bankruptcy Court by this Section 2.2(c) shall be available for inspection by the public in accordance with procedures established by the Bankruptcy Court and shall be filed with the Office of the United States Trustee for Region Three (the "**UST**").

(d) The Trustees shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projections covering such fiscal year. The budget and cash flow projections shall include a determination of the Maximum Annual Payment pursuant to Section 2.8 of the TDP. The Trustees shall provide a copy of the budget and cash flow projections to the TACs and the FCRs.

(e) The Trustees shall consult with the TACs and the FCRs on (i) the general implementation and administration of the Trust; (ii) the general implementation and administration of the TDP; and (iii) such other matters as may be required under this Trust Agreement or the TDP; provided that (a) only the Mesothelioma / Lung Cancer TAC and the Post-Effective Date Mesothelioma / Lung Cancer FCR shall have consultation rights for actions or decisions that affect

only Fund B (the Mesothelioma Claim and/or Lung Cancer Claim sub-account), and (b) only the Ovarian Cancer TAC and the Post-Effective Date Ovarian Cancer FCR shall have consultation rights for actions or decisions that affect only Fund A (the Ovarian Cancer Claim sub-account).

(f) The Trustees shall be required to obtain the consent of the TACs and the FCRs pursuant to the consent process set forth in Section 7.1(b) below (and with respect to the matters addressed in clause (v) of this Section 2.2(f), the written consent of each Protected Party in accordance with and subject to the requirements set forth in footnote 5 of the TDP), in addition to any other instances elsewhere enumerated, in order:

(i) to change the number of Trustees as provided in Section 4.1 below;

(ii) to determine, establish, or change the Initial Payment Percentage and any subsequent Payment Percentage, as described in Section 2.7 of the TDP and as provided in Section 4.2 of the TDP;

(iii) to change any of the Scheduled Values and/or Medical/Exposure Criteria set forth in Section 5.2(a)(iii) of the TDP and/or the Average Values and/or Maximum Values set forth in Section 5.2(b)(ix) of the TDP;

(iv) to establish and/or to change the Claims Materials to be provided to holders of Talc Personal Injury Claims under Section 6.1 of the TDP; provided that separate Claims Materials shall be prepared for Fund A and Fund B;

(v) to change the form of Acceptance and Release to be provided pursuant to Section 7.2 of the TDP (subject to the requirements contained in Section 7.2 of the TDP);

(vi) to terminate Fund A, Fund B and/or the Trust pursuant to Section 7.3 below;

(vii) to make, pursue (by litigation or otherwise), collect, compromise, or settle, in the name of the Trust, any claim, right, action, or cause of action included in the Talc Personal Injury Trust Assets or which may otherwise hereafter accrue in favor of the Trust, including, but not limited to, insurance recoveries, before any court of competent jurisdiction;

(viii) to settle the liability of any insurer under any insurance policy or legal action related thereto;

(ix) to change the compensation and/or expense reimbursement limitations of the members of the TACs, the FCRs, the Delaware Trustee, or the Trustees, other than to reflect cost-of-living increases or to reflect changes approved by the Bankruptcy Court as otherwise provided herein;

(x) to take actions, outside the ordinary course of business, to minimize any tax on the Talc Personal Injury Trust Assets, provided that no such action may be taken if it prevents the Trust from qualifying as a Qualified Settlement Fund within the meaning of the QSF Regulations or requires an election for the Trust to be treated as a grantor trust for tax purposes;

(xi) to amend any provision of this Trust Agreement or the TDP in accordance with the terms thereof; provided that no such amendment shall be in contravention of the Plans;

(xii) to acquire an interest in, or to merge any claims resolution organization formed by the Trust with, another claims resolution organization that is not specifically created by this Trust Agreement or the TDP, or to contract with another claims resolution organization or other entity that is not specifically created by this Trust Agreement or the TDP, or permit any other party to join in any claims resolution organization that is formed by the Trust pursuant to this Trust Agreement or the TDP; provided that such acquisition, merger,

contract, or joinder shall not (a) subject the Reorganized Debtors, or any successors in interest thereto, or the Protected Parties to any risk of having any Talc Personal Injury Claim asserted against it or them, or (b) otherwise jeopardize the validity or enforceability of the Injunctions or any other injunction or release issued or granted in connection with the Plans and/or the Confirmation Orders, (c) permit the surviving organization to make decisions about the allowability and value of claims that are not in accordance with the TDP, or (d) cause the Trust to fail to qualify as a Qualified Settlement Fund under the QSF Regulations;

(xiii) if and to the extent required by Section 6.5 of the TDP, to disclose any information, documents, or other materials to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy, indemnity or settlement agreement pursuant to Section 6.5 of the TDP;

(xiv) to sell, transfer, or exchange any or all of the Talc Personal Injury Trust Assets;

(xv) to delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Talc Personal Injury Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 4.4 below;

(xvi) to select professionals to represent the Trust in litigation related to the Talc Insurance Assets and to enter into fee arrangements with such professionals;

(xvii) to take certain steps in any litigation with respect to the Talc Insurance Assets (as detailed in Section 7.1(b)(iv) hereof);

(xviii) to approve any release, settlement or abandonment of the Talc Insurance Assets; or

(xix) to enforce the J&J Settlement Agreement and, if the J&J Settlement Agreement is validly terminated pursuant to the terms thereof, pursue recoveries.

For the avoidance of doubt, with respect to all of the forgoing in this Section 2.2(f), any proposed actions or decisions that affect only Fund B (the Mesothelioma Claim and/or Lung Cancer Claim sub-account) shall require consent solely by the Mesothelioma / Lung Cancer TAC and the Post-Effective Date Mesothelioma / Lung Cancer FCR and any proposed actions or decisions that affect only Fund A (the Ovarian Cancer Claim sub-account) shall require consent solely by the Ovarian Cancer TAC and the Post-Effective Date Ovarian Cancer FCR.

(g) The Trustees shall meet with the TACs and the FCRs no less often than quarterly. The Trustees shall meet in the interim with the TACs and the FCRs when so requested by any of them. Meetings may be held in person, by telephone and/or video conference, or by a combination thereof.

(h) The Trustees, upon notice from any of the TACs or the FCRs, if practicable in view of pending business, shall at their next meeting with the TACs or the FCRs consider issues submitted by any of the TACs or the FCRs. The Trustees shall keep the TACs and the FCRs reasonably informed regarding all aspects of the administration of the Trust.

(i) The Trustees shall not permit any payment or other distribution to be made from the Trust to any claimant unless, as a condition precedent to making such payment or distribution, the Trustees receive from the claimant (or from a person or entity with authority to bind the claimant) a properly completed and executed "Acceptance and Release," as set forth in and in accordance with Section 7.2 of the TDP.

2.3 Claims Administration. The Trustees shall promptly proceed to implement the TDP.

2.4 Medicare Reporting Obligations.

(a) The Trust shall register as a Responsible Reporting Entity ("**RRE**") under the reporting provisions of section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) ("**MMSEA**") in order to fulfill the reporting requirements applicable to the funders of the Trust.

(b) The Trust, acting as the RRE and reporting agent for its funders, shall, at its sole expense, timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Trust or with respect to contributions to the Trust. The Trust, in its role as RRE, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, "**CMS**") to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(c) Before remitting funds to claimants' counsel, or to the claimant if such claimant is acting *pro se*, in respect of any Talc Personal Injury Claim, the Trustees shall obtain a certification that said claimant (or such claimant's authorized representative) has or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Talc Personal Injury Claim.

ARTICLE III

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts.

(a) As detailed in Section 2.2 of the TDP, the Trust shall have two Funds (Fund A and Fund B), which shall operate separately and which shall be funded in the manner described in TDP Section 2.2. In addition, the Trustees may, from time to time, create such accounts and reserves within the Trust estate as they deem necessary, prudent, or useful in order to provide for the payment of expenses and payment of Talc Personal Injury Claims and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

(b) The Trustees shall include a reasonably detailed description of the creation of any account or reserve in accordance with this Section 3.1 and, with respect to any such account, the transfers made to such account, the proceeds of or earnings on the assets held in each such account, and the payments from each such account in the reports to be filed with the Bankruptcy Court and provided to the TACs and the FCRs pursuant to Section 2.2(c)(i) above.

3.2 Investments. Investment of monies held in the Trust shall be administered in a manner consistent with the standards set forth in the Uniform Prudent Investor Act, subject to the following limitations and provisions;

(a) With respect to equity investments, the Trust may invest only in diversified equity portfolios whose benchmark is a broad equity market index such as, but not limited to, the S&P 500 Index, Russell 1000 Index, S&P ADR Index, or MSCI EAFE Index. The Trust shall not acquire, directly or indirectly, equity in any entity (other than the Reorganized Debtors or any successor to the Reorganized Debtors) or business enterprise if, immediately following such acquisition, the Trust would hold more than 5% of the equity in such entity or business enterprise.

The Trust shall not hold, directly or indirectly, more than 5% of the equity in any entity (other than the Reorganized Debtors, or any successor to the Reorganized Debtors) or business enterprise.

(b) The Trust shall not acquire or hold any long-term debt securities unless (i) such securities are Talc Personal Injury Trust Assets under the Plans, (ii) such securities are rated "Baa" or higher by Moody's, "BBB" or higher by Standard & Poor's ("**S&P**"), or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency, or (iii) have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof. This restriction does not apply to any pooled investment vehicles where pooled assets receive an investment grade rating (*i.e.*, "BBB" rating or above) by a nationally recognized rating agency.

(c) The Trust shall not acquire or hold for longer than ninety (90) days any commercial paper unless such commercial paper is rated "Prime-l" or higher by Moody's or "A-l" or higher by S&P or has been given an equivalent rating by another nationally recognized statistical rating agency.

(d) The Trust shall not acquire any debt securities or other debt instruments issued by any entity if, following such acquisition, the aggregate market value of all such debt securities and/or other debt instruments issued by such entity held by the Trust would exceed 5% of the then current aggregate value of the Trust's assets. There is no limitation on holding debt securities or other debt instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof.

(e) The Trust shall not acquire or hold any certificates of deposit in an amount exceeding any federal insurance on such certificates of deposit unless all publicly held, long-term debt securities, if any, of the financial institution issuing the certificate of deposit and the holding

company, if any, of which such financial institution is a subsidiary, meet the standards set forth in Section 3.2(b) above.

(f) The Trust may acquire and hold any securities or instruments issued by the Reorganized Debtors or any successor to the Reorganized Debtors or obtained as proceeds of litigation or otherwise to resolve disputes, without regard to the limitations set forth in Subsections (a)- (e) above.

(g) The Trust shall not acquire or hold any repurchase obligations unless, in the opinion of the Trustees, such obligations are adequately collateralized.

(h) The Trust may allow its investment managers to acquire or hold derivative instruments—including, without limitation, options, futures, and swaps—in the normal course of portfolio management to help hedge, manage, or mitigate portfolio risk, including, without limitation, interest rate risk and equity market risk. However, using derivative instruments to speculate or to leverage a portfolio at a much greater risk to the portfolio is prohibited.

(i) The Trust may lend securities on a short-term basis, subject to adequate, normal, and customary collateral arrangements.

(j) Notwithstanding (a) above, the Trust may acquire and hold an equity interest in a claims resolution organization without limitation as to the size of the equity interest acquired and held if prior to such acquisition, the Trust complies with the provisions of Section 2.2(f)(xii) hereof with respect to the acquisition.

3.3 Source of Payments.

(a) All Trust expenses and payments and all liabilities with respect to Talc Personal Injury Claims shall be payable solely by the Trust out of the Talc Personal Injury Trust Assets. Neither the Trustees, the Delaware Trustee, the TACs, the FCRs, nor any of their officers,

employees, consultants, advisors, and agents, nor the Debtors, the Reorganized Debtors, nor any other Protected Party, shall be liable for the payment of any Trust expense or any other liability of the Trust, except to the extent explicitly provided for in (i) the Plans or, (ii) solely with respect to the Trustees, the Delaware Trustee, the TACs, the FCRs, and any of their officers, employees, consultants, advisors, and agents, the Plan Documents.

(b) The Trustees shall include in the Annual Report a reasonably detailed description of any payments made in accordance with this Section 3.3.

(c) As detailed in Section 2.2 of the TDP, claimants whose claims are approved for payment by the Trust shall be paid from either Fund A or Fund B, depending upon their Disease, and all expenses attributable to the operation of one Fund shall be allocated solely to that Fund. Common administrative expenses incurred by the Trust that cannot be attributed to the operation of a single Fund shall be allocated equitably between the two Funds by the Trustees based on the facts and circumstances with respect to the expenditures.

(d) The Trustees, with the consent of the TACs and the FCRs, shall establish and implement billing guidelines applicable to the Trustees, the TACs, and the FCRs as well as their respective professionals who seek compensation from the Trust.

ARTICLE IV

TRUSTEES; DELAWARE TRUSTEE

4.1 Number.

(a) In addition to the Delaware Trustee appointed pursuant to Section 4.11, there shall be two (2) Trustees who shall be those persons named on the signature pages hereof. The number of Trustees may be changed as provided in Section 4.3 below.

(b) When there are two Trustees and the Trustees, having exercised reasonable efforts to discuss their differing views and reach consensus, cannot agree on an action that requires

a vote of the Trustees, the Trustees shall submit the matter to the applicable TAC(s) and the applicable FCR(s) and consult therewith in good faith in an effort to reach consensus. In the event the Trustees cannot reach consensus after consulting with the applicable TAC(s) and the applicable FCR(s) for a period of no less than thirty (30) days, either of the Trustees (acting independently) may invoke the provisions of Section 4.3(b) requiring the appointment of a third Trustee.

4.2 Term of Service.

(a) The initial Trustees named pursuant to Section 4.1 above shall serve an initial term of service of two or three years from the date on the signature pages hereof. Thereafter, each term of service shall be for three (3) years. The initial Trustees shall serve from the Effective Date until the earliest of (i) the end of his or her term, (ii) his or her death, (iii) his or her mandatory retirement at the end of the year in which he or she reaches the age of 70 (unless, and for so long as, this mandatory retirement requirement is waived by the agreement of the TACs and the FCRs), (iv) his or her resignation pursuant to Section 4.2(b) below, (v) his or her removal pursuant to Section 4.2(c) below, or (vi) the termination of the Trust pursuant to Section 7.3 below.

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

(c) A Trustee may be removed by the Bankruptcy Court on the motion of the other Trustee, either of the TACs or either of the FCRs, in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of Section 2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of a

Trustee hereunder, or repeated non-attendance at scheduled meetings. Such removal shall take effect at such time as the Bankruptcy Court shall determine.

4.3 Appointment of Successor and New Trustees.

(a) In the event of a vacancy in a Trustee position, whether by term expiration, death, retirement, resignation, or removal, the TACs and the FCRs shall determine whether to fill the vacancy or to reduce the number of Trustees. If they decide to fill the vacancy, they shall select the person to fill the vacancy. In the event the TACs and the FCRs cannot agree on whether to fill the vacancy or to reduce the number of Trustees, the remaining Trustee shall make the decision. If there is no remaining Trustee, the Bankruptcy Court shall make the decision. If the TACs and the FCRs agree to fill the vacancy but cannot agree on the identity of the person to fill the vacancy, the remaining Trustee shall select the successor Trustee. If there is no remaining Trustee, the Bankruptcy Court shall select the successor Trustee.

(b) In the event a third Trustee is to be appointed pursuant to the provisions of Section 4.1(b) hereof, the TACs and the FCRs shall select the Trustee to fill the new position. If the TACs and the FCRs cannot agree on the identity of the new Trustee, the two existing Trustees shall select the new Trustee. If the two existing Trustees cannot agree on the identity of the new Trustee, the Bankruptcy Court shall select the new Trustee. The term of the new Trustee shall be three (3) years.

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

(d) Each successor Trustee shall serve until the earliest of (i) the end of the term of three (3) years for which he or she was appointed if his or her immediate predecessor Trustee completed his or her term pursuant to Section 4.2(a) above, (ii) the end of the term of the Trustee whom he or she replaced if his or her predecessor Trustee did not complete such term, (iii) his or her death, (iv) his or her mandatory retirement at the end of the year in which the Trustee reaches the age of 70 (unless, and for so long as, this mandatory retirement requirement is waived by the agreement of the TACs and the FCRs), (v) his or her resignation pursuant to Section 4.2(b) above, (vi) his or her removal pursuant to Section 4.2(c) above, or (vii) the termination of the Trust pursuant to Section 7.3 below.

(e) Nothing in this Trust Agreement shall prevent the reappointment of an individual serving as a Trustee for one or more additional terms.

4.4 Liability of Trustees and Others. The Trustees, the members of the TACs, the FCRs, and each of their officers, employees, consultants, advisors, and agents shall not be liable to the Trust, to any individual holding a Talc Personal Injury Claim, or to any other person, except for their own acts or omissions that constitute a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of 12 Del. C. § 3806(e).

4.5 Compensation and Expenses of the Trustees.

(a) Each Trustee shall receive a retainer from the Trust for his or her service as a Trustee in the amount of $60,000.00 per annum, paid annually. Hourly time, as described below, shall first be billed and applied to the annual retainer. Hourly time in excess of the annual retainer shall be paid by the Trust. For all time expended as Trustees, including attending meetings, preparing for such meetings, and working on authorized special projects, the Trustees shall receive the sum of $800.00 per hour. For all non-working travel time in connection with Trust business,

the Trustees shall receive the sum of $400.00 per hour. All time shall be computed on a decimal (1/10th) hour basis. The Trustees shall record all hourly time to be charged to the Trust on a daily basis. The hourly compensation payable to the Trustees hereunder shall be reviewed every year by the Trustees and, after consultation with the members of the TACs and the FCRs, appropriately adjusted for changes in the cost of living.

(b) The Trust will promptly reimburse the Trustees for all reasonable out-of-pocket costs and expenses incurred by the Trustees in connection with the performance of their duties hereunder.

(c) The Trust shall include in the Annual Report a description of the amounts paid under this Section 4.5.

4.6 Indemnification of Trustees and Others.

(a) The Trust shall indemnify and defend any Trustee, any member of a TAC, the Delaware Trustee, and each FCR in the performance of their duties hereunder to the fullest extent that a statutory trust organized under the laws of the State of Delaware (after the application of Section 7.11) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the Trust. The Trust may indemnify to the fullest extent permitted by applicable law any of the Additional Indemnitees in the performance of their duties hereunder against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the Trust, except for their own acts or omissions that constitute a bad

faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of 12 Del. C. § 3806(e). Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which he or she is ultimately liable under Section 4.4 above.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustees, a member of one of the TACs, the Delaware Trustee, either of the FCRs, or an Additional Indemnitee in connection with any action, suit, or proceeding, whether civil, administrative, or arbitrative, from which they are indemnified by the Trust pursuant to Section 4.6(a) above, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the TAC member, the Delaware Trustee, the FCR, or the Additional Indemnitee (as applicable), to repay such amount in the event that it shall be determined ultimately by final order that the Trustees, the TAC member, the Delaware Trustee, the FCR, or the Additional Indemnitee (as applicable) is not entitled to be indemnified by the Trust.

(c) The Trust must purchase and maintain reasonable amounts and types of insurance on behalf of each individual who is or was a Trustee, a TAC member, the Delaware Trustee, or an FCR, and may purchase and maintain reasonable amounts and types of insurance on behalf of each individual who is or was an Additional Indemnitee, including against liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trustee, TAC member, Delaware Trustee, FCR, or Additional Indemnitee.

(d) From and after the Effective Date, the 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 to the extent set forth in Section 4.13 of the Imerys Plan and Section 4.11 of the Cyprus Plan. Nothing provided in this Trust Agreement or the TDP shall obligate the Trust to indemnify or pay any liabilities, fees, or expenses that J&J (as defined in the TDP) is obligated to pay or indemnify.

4.7 Lien. The Trustees, TAC members, the FCRs, and the Additional Indemnitees shall have a first priority lien upon the Talc Personal Injury Trust Assets to secure the payment of any amounts payable to them pursuant to Section 4.6 above.

4.8 Trustees' Employment of Experts. The Trustees may, but are not required to, retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, financial and investment advisors, and such other parties deemed by the Trustees to be qualified as experts on the matters submitted to them (the "**Trust Professionals**"). In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of 12 Del. C. § 3806(e), the written opinion of or information provided by any such party deemed by the Trustees to be an expert on the particular matter submitted to such party shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustees hereunder in good faith and in accordance with the written opinion of or information provided by any such party.

4.9 Trustee Independence. The Trustees shall not, during the term of their service, hold a financial interest in, act as attorney or agent for, or serve as an officer or as any other professional for the Reorganized Debtors. Notwithstanding the foregoing, the Trustees may serve, without any additional compensation other than the compensation to be paid by the Trust pursuant

to Section 4.5(a) above, as a director of one or more of the Reorganized Debtors as long as all of the equity interests in such Reorganized Debtor(s) are owned by the Trust. The Trustees shall not act as an attorney, agent, or other professional for any person who holds a Talc Personal Injury Claim. For the avoidance of doubt, this Section shall not be applicable to the Delaware Trustee.

4.10 No Bond. Neither the Trustees nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.11 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the Act. The Delaware Trustee shall either be (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware in accordance with section 3807 of the Act, otherwise meets the requirements of applicable Delaware law and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 4.11, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.11(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustees set forth herein. The Delaware Trustee shall be one of the trustees of the Trust for the sole and limited purpose of fulfilling the requirements of section 3807 of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to (i) accepting legal process served on

the Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under section 3811 of the Act (acting solely at the written direction of the Trustees) and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Trust, the other Parties hereto or any beneficiary of the Trust, it is hereby understood and agreed by the other Parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement.

(c) The Delaware Trustee shall serve until such time as the Trustees remove the Delaware Trustee or the Delaware Trustee resigns, and a successor Delaware Trustee is appointed by the Trustees in accordance with the terms of Section 4.11(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustees; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustees in accordance with Section 4.11(d) below. If the Trustees do not act within such 60-day period, the Delaware Trustee may apply to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustees shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustees and any

undisputed fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of its duties and obligations under this Trust Agreement.

(e) The Delaware Trustee shall neither be required nor permitted to attend meetings relating to the Trust.

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

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

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

ARTICLE V

TRUST ADVISORY COMMITTEES

5.1 Members. The Mesothelioma / Lung Cancer TAC shall consist of [x] members, who shall initially be the persons named on the signature page hereof. The Ovarian Cancer TAC shall consist of [x] members, who shall initially be the persons named on the signature page hereof.

5.2 Duties. The members of the Mesothelioma / Lung Cancer TAC shall serve in a fiduciary capacity, representing the interests of all holders of present Mesothelioma Claims, Lung Cancer Claims, and any other Talc Personal Injury Claims that might be paid from Fund B. The

members of the Ovarian Cancer TAC shall serve in a fiduciary capacity, representing the interests of all holders of present Ovarian Cancer Claims and any other Talc Personal Injury Claims that might be paid from Fund A. The TACs shall have no fiduciary obligations or duties to any party other than the holders of present Talc Personal Injury Claims. The Trustees must consult with the TACs on matters identified in Section 2.2(e) above and in other provisions herein and must obtain the consent of the TACs on matters identified in Section 2.2(f) above. Where provided in the TDP or this Trust Agreement, certain other actions by the Trustees are also subject to the consent of the TACs. Except for the duties and obligations expressed in this Trust Agreement and the documents referenced herein (including the TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TACs. To the extent that, at law or in equity, the TACs have duties (including fiduciary duties) and liabilities relating thereto to the Trust, the other Parties hereto or any beneficiary of the Trust, it is hereby understood and agreed by the other Parties hereto that such duties and liabilities are replaced by the duties and liabilities of the TACs expressly set forth in this Trust Agreement and the documents referenced herein (including the TDP, the Plans and the Confirmation Orders).

5.3 Term of Office.

(a) The initial members of the TACs appointed in accordance with Section 5.1 above shall serve the staggered three-, four-, or five-year terms shown on the signature pages hereof. Thereafter, each term of office shall be five (5) years. Each TAC member shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.3(b) below, (iii) his or her removal pursuant to Section 5.3(c) below, (iv) the end of his or her term as provided above, or (v) the termination of the Trust or the applicable Fund pursuant to Section 7.3 below.

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

(c) A TAC member may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal may only be made by the Bankruptcy Court on the motion of the remaining members of the applicable TAC, the Trust, or the applicable FCR.

5.4 Appointment of Successors.

(a) If, prior to the termination of service of a TAC member other than as a result of removal, he or she has designated in writing an individual to succeed him or her as a TAC member, such individual shall be his or her successor. If such TAC member did not designate an individual to succeed him or her prior to the termination of his or her service as contemplated above, such member's law firm may designate his or her successor. If: (i) a TAC member did not designate an individual to succeed him or her prior to the termination of his or her service and such member's law firm does not designate his or her successor as contemplated above or (ii) a member is removed pursuant to Section 5.3(c) above, his or her successor shall be appointed by a majority of the remaining members of the Mesothelioma / Lung Cancer TAC or the Ovarian Cancer TAC (as applicable) and if such members cannot agree on a successor, the Bankruptcy Court. Nothing in this Trust Agreement shall prevent the reappointment of an individual serving as a member of

one of the TACs for an additional term, and there shall be no limit on the number of terms that a TAC member may serve.

(b) Each successor TAC member shall serve until the earlier of (i) the end of the full term for which he or she was appointed, (ii) the end of the term of the TAC member whom he or she replaced if his or her predecessor member did not complete such term, (iii) his or her death, (iv) his or her resignation pursuant to Section 5.3(b) above, (v) his or her removal pursuant to Section 5.3(c) above, or (vi) the termination of the Trust or the applicable Fund pursuant to Section 7.3 below.

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

5.5 Employment of Professionals by the TACs.

(a) Each of the TACs may, but is not required to, retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, financial and investment advisors, and such other parties deemed by the TAC to be qualified as experts on the matters submitted to them (the "**TAC Professionals**"). Each of the TACs and the TAC Professionals shall at all times have complete access to the Trust's officers, employees, and agents, as well as to the Trust Professionals, and shall also have complete access to all non-privileged information generated by them or otherwise available to the Trust or the Trustees. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of 12 Del. C. § 3806(e), the written opinion of or information provided by any TAC Professional or Trust

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

(b) The Trust shall promptly reimburse, or pay directly if so instructed, the TACs for all reasonable fees and costs associated with the TAC's employment of legal counsel and forecasters (including estimation consultants and experts) pursuant to this provision in connection with the TAC's performance of its duties hereunder. The Trust shall also promptly reimburse, or pay directly if so instructed, the TACs for all reasonable fees and costs associated with the TAC's employment of any other TAC Professional pursuant to this provision in connection with the TAC's performance of its duties hereunder; *provided*, *however*, that (i) the TAC has first submitted to the Trust a written request for such reimbursement setting forth (A) the reasons why the TAC desires to employ such TAC Professional, and (B) the basis upon which the TAC seeks advice independent of the Trust Professionals to meet the needs of the TAC for such expertise or advice, and (ii) the Trust has approved the TAC's request for reimbursement in writing, which approval must not be unreasonably withheld, delayed, or denied. If the Trust agrees to pay for the TAC Professional, such reimbursement shall be treated as a Trust expense. If the Trust declines to pay for the TAC Professional, it must set forth its reasons in writing. If the TAC still desires to employ the TAC Professional at the Trust's expense, such TAC and/or the Trustees shall resolve the dispute pursuant to Section 7.13 below.

(c) In the event that either TAC retains counsel in connection with any matter whether or not related to any claim that has been or might be asserted against the TAC and irrespective of whether the Trust pays such counsel's fees and related expenses, any

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

5.6 Compensation and Expenses of the TACs. The TAC members shall not: (i) receive compensation from the Trust for their services as TAC members; or (ii) receive reimbursement for any out-of-pocket costs or expenses incurred in connection with the performance of such member's duties hereunder notwithstanding the reasonableness of such cost or expense.

ARTICLE VI

THE FCRS

6.1 Duties. The Post-Effective Date Ovarian Cancer FCR shall serve in a fiduciary capacity, representing the interests of the holders of Talc Personal Injury Demands associated with Ovarian Cancer Claims and any other Talc Personal Injury Demands that might be paid from Fund A. The Post-Effective Date Mesothelioma / Lung Cancer FCR shall serve in a fiduciary capacity, representing the interests of the holders of Talc Personal Injury Demands associated with Mesothelioma Claims, Lung Cancer Claims, and any other Talc Personal Injury Demands that might be paid from Fund B. An FCR shall have no fiduciary obligations or duties to any party other than holders of Talc Personal Injury Demands alleging personal injury relating to a Disease for which such FCR is designated to serve. The Trustees must consult with the FCRs on matters identified in Section 2.2(e) above and in other provisions herein and must obtain the consent of the FCRs on matters identified in Section 2.2(f) above. Where provided in the TDP or this Trust Agreement, certain other actions by the Trustees are also subject to the consent of one or both of

the FCRs. Except for the duties and obligations expressed in this Trust Agreement and the documents referenced herein (including the TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the FCRs. To the extent that, at law or in equity, either FCR has duties (including fiduciary duties) and liabilities relating thereto to the Trust, the other Parties hereto or any beneficiary of the Trust, it is hereby understood and agreed by the other Parties hereto that such duties and liabilities are replaced by the duties and liabilities of such FCR expressly set forth in this Trust Agreement and the documents referenced herein (including the TDP, the Plans and the Confirmation Orders). The FCRs shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year and commencing on the Effective Date a budget which shall be delivered to the Trustees and the TACs.

6.2 Term of Office.

(a) Each FCR shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 6.2(b) below, (iii) his or her removal pursuant to Section 6.2(c) below, or (iv) the termination of the Trust or the applicable Fund pursuant to Section 7.3 below; *provided*, *however*, that on the date that is four years after the Effective Date (as such date may be shortened or extended by the Bankruptcy Court as provided herein, the "**Sunset Date**"), one of the FCRs (or a successor appointed under Section 6.3(a)) shall assume the positions of both Post-Effective Date Ovarian Cancer FCR and Post-Effective Date Mesothelioma / Lung Cancer FCR, and shall thereby assume all duties and obligations under this Trust Agreement to all holders of Talc Personal Injury Demands, *provided further*, that any Trustee, either TAC or either FCR may seek on order from the Bankruptcy Court shortening or extending the Sunset Date.

(b) As of the Sunset Date, the FCR whose service is concluded is automatically, without further order of the Bankruptcy Court or any other court, discharged from all further duties and obligations under the Trust Agreement and the TDP.

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

(d) Each FCR may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal may only be made by the Bankruptcy Court on the motion of the Trust or the applicable TAC.

6.3 Appointment of Successor.

(a) A vacancy caused by resignation or death shall be filled with an individual nominated by the former FCR prior to the effective date of the resignation or death. A vacancy caused by removal of an FCR based on inability of the FCR to discharge his or her duties due to accident, physical deterioration, or mental incompetence shall be filled with an individual nominated by the FCR prior to the inability. In the event a nominee has not been pre-selected, the successor shall be chosen by the Trustees in consultation with the applicable TAC. A vacancy caused by removal of an FCR for other reasons shall be filled by a successor selected by the Trustees in consultation with the Mesothelioma / Lung Cancer TAC or the Ovarian Cancer TAC (as applicable).

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

6.4 Employment of Professionals by the FCRs.

(a) Each of the FCRs may, but is not required to, retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, and such other parties deemed by the FCR to be qualified as experts on the matters submitted to them (the "**FCR Professionals**"), subject to the following: (i) the FCRs shall not hire a financial advisor (either jointly or separately) unless it is deemed necessary to do so by the FCRs to fulfill their duties to holders of Talc Personal Injury Demands; (ii) each FCR may retain his or her own counsel; and (iii) the FCRs shall jointly hire and share a claims estimation expert; *provided, however*, if a conflict develops with the FCRs relying upon a single claims estimation expert, a second such expert may be retained. The FCRs and the FCR Professionals shall at all times have complete access to the Trust's officers, employees, and agents, as well as to the Trust Professionals, and shall also have complete access to all non-privileged information generated by them or otherwise available to the Trust or the Trustees. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of 12 Del. C. § 3806(e), the written opinion of or information provided by any FCR Professional or Trust Professional deemed by the FCRs to be an expert on the particular matter submitted to such party shall be full and complete authorization and protection in respect of any action taken or not taken by such FCR in good faith and in accordance with the written opinion of or information provided by the FCR Professional or Trust Professional.

(b) The Trust shall promptly reimburse, or pay directly if so instructed, each FCR for all reasonable fees and costs associated with the FCR's employment of legal counsel and a joint claims estimation expert or estimation consultants pursuant to this provision in connection with the FCR's performance of his or her duties hereunder. The Trust shall also promptly reimburse, or pay directly if so instructed, each FCR for all reasonable fees and costs associated with the FCR's employment of any other FCR Professionals pursuant to this provision in connection with the FCR's performance of his or her duties hereunder; *provided*, *however*, that (i) the FCR has first submitted to the Trust a written request for such reimbursement setting forth (A) the reasons why the FCR desires to employ such FCR Professional, and (B) the basis upon which the FCR seeks advice independent of the Trust Professionals to meet the need of the FCR for such expertise or advice, and (ii) the Trust has approved the FCR's request for reimbursement in writing, which approval must not be unreasonably withheld, delayed, or denied. If the Trust agrees to pay for the FCR Professional, such reimbursement shall be treated as a Trust expense. If the Trust declines to pay for the FCR Professional, it must set forth its reasons in writing. If the FCR still desires to employ the FCR Professional at the Trust's expense, the FCR and/or the Trustees shall resolve the dispute pursuant to Section 7.13 below.

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

asserted by or against the FCR and regardless of whether the Trust pays such counsel's fees and related expenses.

6.5 Compensation and Expenses of the FCRs. The FCRs shall receive compensation from the Trust in the form of payment at each FCR's normal hourly rate for services performed, as such may be adjusted from time to time. The Trust will promptly reimburse each FCR for all reasonable out-of-pocket costs and expenses incurred by such FCR in connection with the performance of his or her duties hereunder. Such reimbursement or direct payment shall be deemed a Trust expense. The Trust shall include a description of the amounts paid under this Section 6.5 in the Annual Report to be filed with the Bankruptcy Court and provided to the FCRs and the TACs pursuant to Section 2.2(c)(i).

ARTICLE VII

GENERAL PROVISIONS

7.1 Procedures for Consulting with or Obtaining Consent of the TACs and FCRs.

(a) Consultation Process.

(i) In the event the Trustees are required to consult with the TACs and FCRs pursuant to Section 2.2(e) above, the TDP, the Plans, or otherwise, the Trustees shall provide the TACs and FCRs with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustees shall also provide the TACs and FCRs with such reasonable access to the Trust Professionals and other experts retained by the Trust and its staff (if any) as the TACs and FCRs may reasonably request during the time that the Trustees are considering such matter, and shall also provide the TACs and FCRs the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustees.

(ii) In determining when to take definitive action on any matter subject to the consultation process set forth in this Section 7.1(a), the Trustees shall take into consideration the time required for the TACs and FCRs, if they so wish, to engage and consult with their own advisors as to such matter. In any event, the Trustees shall not take definitive action on any such matter until at least thirty (30) days after providing the TACs and FCRs with the initial written notice that such matter is under consideration by the Trustees, unless such period is waived by such TAC and/or the FCRs.

(b) Consent Process.

(i) In the event the Trustees are required to obtain the consent of the TACs and FCRs pursuant to Section 2.2(f) above, the TDP, the Plans, or otherwise, the Trustees shall provide the TACs and FCRs with a written notice stating that their consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustees propose to take, and explaining in detail the reasons why the Trustees desire to take such action. The Trustees shall provide the TACs and FCRs as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustees shall also provide the TACs and FCRs with such reasonable access to the Trust Professionals and other experts retained by the Trust and its staff (if any) as the TACs and FCRs may reasonably request during the time that the Trustees are considering such action, and shall also provide the TACs and FCRs the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustees.

(ii) The TACs and FCRs must consider in good faith and in a timely fashion any request for their consent by the Trustees and must in any event advise the Trustees in writing of their consent or objection to the proposed action within thirty (30) days of receiving the

original request for consent from the Trustees, or within such additional time as the Trustees and TACs and FCRs may agree. The TACs and FCRs may not withhold their consent unreasonably. If any of the TACs or FCRs decide to withhold consent, they must explain in detail their objections to the proposed action. If either one of the TACs or one of the FCRs does not advise the Trustees in writing of its consent or objections to the proposed action within thirty (30) days of receiving notice regarding such request (or any additional time period agreed to by the Trustees), then consent of such TAC or FCR (as applicable) to the proposed action shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures specified in this Section 7.1(b), one or both of the TACs or one or both of the FCRs (as applicable) continues to object to the proposed action and to withhold its consent to the proposed action, the Trustees and such TAC or FCR shall resolve their dispute pursuant to Section 7.13. The relevant TAC or FCR (as applicable) shall bear the burden of proving that it reasonably withheld its consent.

(iv) Any release, settlement or abandonment of or litigation related to the Talc Insurance Assets shall be subject to the following requirements: (i) the Trustees must consult with, and obtain the consent of, the TACs and the FCRs in respect of the professionals the Trustees select to represent the Trust in litigation related to the Talc Insurance Assets and the terms of the fee arrangements with such professionals; (ii) on day-to-day litigation matters related to the Talc Insurance Assets (*e.g.*, general trial strategy and proposed motion practice and discovery) the Trustees must consult with the TACs and the FCRs, which consultation should be in a reasonable form (*e.g.*, periodic calls or update memoranda) and provide sufficient time for the TACs and the FCRs to provide meaningful responses to the Trustees' proposals; provided, however, that decisions with respect to dispositive matters, including the filing of dispositive motions, shall

require the consent of the TACs and the FCRs; and (iii) any settlement of the Talc Insurance Assets requires the consent of the TACs and the FCRs.

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

7.3 Term; Termination.

(a) The term for which the Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of Section 7.3 (b) - (d) below.

(b) The Trust shall automatically dissolve on the date (the "**Dissolution Date**") ninety (90) days after the first occurrence of any of the following events:

(i) the date on which the Trustees decide to dissolve the Trust because (A) all Talc Personal Injury Claims duly filed with the Trust have been liquidated and paid to the extent provided in this Trust Agreement and the TDP or otherwise resolved, (B) twelve (12) consecutive months have elapsed during which no new compensable Talc Personal Injury Claim has been filed with the Trust, (C) in the judgment of the Trustees, after consultation with the TACs and the FCRs, a *de minimis* number of Talc Personal Injury Claims are being filed with the Trust at a *de minimis* rate, or (D) in the judgment of the Trustees, after consultation with the TACs and the FCRs, the continued administration of the Trust is uneconomic given the anticipated future costs of operating the Trust compared with the amount of anticipated future payments to holders of Talc Personal Injury Claims; or

(ii) if the Trustees, with the consent of the TACs and the FCRs, have procured and have in place irrevocable insurance policies and have established claims handling agreements and other necessary arrangements with suitable third parties adequate to discharge all

expected remaining obligations and expenses of the Trust in a manner consistent with this Trust Agreement and the TDP, the date on which the Bankruptcy Court enters an order approving such insurance and other arrangements and such order becomes a Final Order; or

(iii) subject to the periods provided herein, the Trust shall be perpetual to the fullest extent permitted by Delaware law, provided however to the extent that any property of the Trust is subject to any rule against perpetuities then applicable to the Trust, then the Trust shall terminate as to such property only on the date on which twenty-one (21) years less ninety-one (91) days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, or such other permissible last day of the perpetuities period.

(c) On the Dissolution Date (or as soon thereafter as is reasonably practicable), after the wind-up of the Trust's affairs by the Trustees and payment of all the Trust's liabilities have been provided for as required by applicable law including section 3808 of the Act, all monies remaining in the Trust shall be given to charitable organization(s) exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, which tax-exempt organization(s) shall be selected by the Trustees using their reasonable discretion; *provided*, *however*, that (i) if practicable, the activities of the selected tax-exempt organization(s) shall be related to the treatment of, research on the cure of, or other relief for individuals suffering from talc-related disorders, and (ii) the tax-exempt organization(s) shall not bear any relationship to the Reorganized Debtors within the meaning of section 468B(d)(3) of the Internal Revenue Code. Notwithstanding any contrary provision of the Plans and related documents, this Section 7.3(c) cannot be modified or amended.

(d) Following the dissolution and distribution of the assets of the Trust, the Trust shall terminate and the Trustees and the Delaware Trustee (acting solely at the written direction of the Trustees) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

(e) Given Fund A and Fund B will be operating separately, it may be that one of the circumstances described in Section 7.3(b)(i) or (ii) above occurs with respect to one of the Funds earlier than the date that one of the circumstances occurs with respect to the other Fund. In determining whether one of the circumstances described in Section 7.3(b)(i) or (ii) has occurred, only the applicable TAC and the applicable FCR will be involved in such determination with respect to the subject Fund. If one of the Funds does terminate earlier than the other Fund, the terms of the TAC members and the FCR of the terminating Fund shall end on the Fund's termination date, and if there are any monies remaining in the terminating Fund after the wind-up of the Fund's affairs by the Trustees and the payment of all of the Fund's liabilities, such monies shall be transferred in the discretion of the Trustees with the consent of the applicable TAC and FCR, including through making supplemental distributions, donations to charity, or a transfer to the remaining Fund.

7.4 Amendments.

(a) The Trustees, after consultation with the TACs and the FCRs, and subject to the unanimous consent of the TACs and the FCRs, may modify or amend this Trust Agreement (except with respect to Section 7.3(c), which by its own terms is expressly not subject to modification or amendment); *provided, however*, that any amendments or modifications to this

Trust Agreement that affect only Fund B (the Mesothelioma Claim and/or Lung Cancer Claim sub-account) shall only require the consent of the Mesothelioma / Lung Cancer TAC and the Post-Effective Date Mesothelioma / Lung Cancer FCR and any amendments or modifications to this Trust Agreement that affect only Fund A (the Ovarian Cancer Claim sub-account) shall only require the consent of the Ovarian Cancer TAC and the Post-Effective Date Ovarian Cancer FCR.

(b) Notwithstanding anything to the contrary contained in Section 7.4(a) of this Trust Agreement, (i) any modification or amendment to Section 2.2(f)(v) of this Trust Agreement shall be subject to footnote 5 of the TDP and (ii) no modification or amendment to Section 2.2(i) of this Trust Agreement may be made without the advance written consent of all Protected Parties (which, if given, is to be provided in accordance with footnote 5 of the TDP).

(c) The Trustees, after consultation with the TACs and the FCRs, and subject to the consent of the applicable TAC and the applicable FCR as set forth in the TDP, may modify or amend the TDP; *provided, however,* that no amendment to the TDP shall be inconsistent with the provisions limiting amendments to that document provided therein, and in particular the provisions limiting amendment of the Payment Percentage set forth in Section 4.2 of the TDP, the provisions prohibiting amendment of the DEF in Section 4.4 of the TDP, and the provisions limiting amendments set forth in Sections 7.2 and 8.1 of the TDP.

(d) Notwithstanding anything contained in this Trust Agreement or the TDP to the contrary, neither this Trust Agreement, the TDP, nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair, or modify (i) the applicability of section 524(g) and section 105 of the Bankruptcy Code to the Plans, the Confirmation Orders, or the Trust, (ii) the efficacy or enforceability of the Injunctions or any other injunction, release or other protection issued or granted in connection with the Plans, including to

or for the benefit of any Protected Party, (iii) the Trust's Qualified Settlement Fund status under the QSF Regulations, (iv) except with the written advance consent of the Imerys Reorganized Debtors and the Plan Proponents (as defined in the Imerys Plan), the scope and the terms of the releases and Injunctions included in Article XII of the Imerys Plan in favor of and for the benefit of the Imerys Reorganized Debtors and the Plan Proponents (as defined in the Imerys Plan), provided that such modification or amendment does not affect the scope and terms of the releases and Injunctions included in Article XII of the Imerys Plan in favor of and for the benefit of any other Protected Parties, or (v) except with the written advance consent of the Cyprus Reorganized Debtor and the Plan Proponents (as defined in the Cyprus Plan), the scope and the terms of the releases and Injunctions included in Article XII of the Cyprus Plan in favor of and for the benefit of the Cyprus Reorganized Debtor and the Plan Proponents (as defined in the Cyprus Plan), provided that such modification or amendment does not affect the scope and terms of the releases and Injunctions included in Article XII of the Cyprus Plan in favor of and for the benefit of any other Protected Parties.

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

(f) Any modification or amendment made pursuant to this Section 7.4 must be done in writing.

7.5 **Severability**. Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

7.6 Notices.

(a) Notices to persons asserting claims shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's representative, in each case as provided on such person's claim form submitted to the Trust in accordance with the TDP with respect to his or her Talc Personal Injury Claim, or by such other means, including electronic notice, as may be agreed between the Trust and the TACs.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the Trust through the Trustees:

Ivory America/Cyprus Personal Injury Trust
c/o
[_____]

With a copy to:

[_____]

To the Delaware Trustee;

[_____]

To the Ovarian Cancer TAC:

[_____]

To the Mesothelioma / Lung Cancer TAC:

[_____]

To the Post-Effective Date Ovarian Cancer FCR:

[_____]

With a copy to:

[_____]

To the Post-Effective Date Mesothelioma / Lung Cancer FCR:

[_____]

With a copy to:

[_____]

To the Imerys Reorganized Debtors:

[_____]

With a copy to:

[_____]

To the Cyprus Reorganized Debtor:

Cyprus Mines Corporation
Attn: D.J. (Jan) Baker, Esq.
PO Box 609
Garrison, NY 10524

With a copy to:

Reed Smith LLP
Attn: Paul M. Singer, Esq.
225 Fifth Avenue, Suite 1200
Pittsburgh, PA 15222

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

7.7 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Debtors, the Trust, the FCRs, the TACs, the Trustees, and the Reorganized Debtors, and their respective successors and assigns, except that none of the Debtors,

the Trust, the FCRs, the TACs, the Trustees, or the Reorganized Debtors may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Trustees in accordance with Section 4.3 above, the TAC members in accordance with Section 5.4 above, and the FCRs in accordance to Section 6.3 above. Without limiting the foregoing, the Protected Parties shall be third party beneficiaries of and shall be entitled to enforce the provisions of Sections 2.2(f)(v), 7.4(b), and 7.4(d) of this Trust Agreement.

7.8 Limitation on Claim Interests for Securities Laws Purposes. Talc Personal Injury Claims, and any interests therein, (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 7.8 shall not apply to the holder of a claim that is subrogated to a Talc Personal Injury Claim as a result of its resolution of such Talc Personal Injury Claim.

7.9 Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein, and in the documents referred to herein (including the Plans), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity. The Parties do not intend for J&J to be a third-party beneficiary of the Trust or the TDP.

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

7.11 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the Trust, the Trustees, the Delaware Trustee, the TACs, the FCRs, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustees accounts or schedules of Trustees fees and charges; (b) affirmative requirements to post bonds for the Trustees, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustees, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustees or beneficial owners that are inconsistent with the

limitations on liability or authorities and powers of Trustees, the Delaware Trustee, the TACs, or the FCRs set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the Trust.

7.12 Settlors' Representative and Cooperation. The Debtors are hereby irrevocably designated as the Settlors and are hereby authorized to take any action required of the Settlors by the Trustees in connection with the Trust Agreement. The Reorganized Debtors agree to cooperate in implementing the goals and objectives of this Trust Agreement at the sole expense of the Trust.

7.13 Dispute Resolution. Any disputes that arise under this Trust Agreement or under the TDP among the Parties hereto shall be resolved by submission of the matter to an alternative dispute resolution ("**ADR**") process mutually agreeable to the Parties involved. Should any Party to the ADR process be dissatisfied with the decision of the arbitrator(s), that Party may apply to the Bankruptcy Court for a judicial determination of the matter. Any review conducted by the Bankruptcy Court shall be *de novo*. In any case, if the dispute arose pursuant to the consent provision set forth in Section 7.1, the Party or Parties who withheld consent shall bear the burden of proving that it reasonably withheld its consent. Should the dispute not be resolved by the ADR process within thirty (30) days after submission, the Parties are relieved of the requirement to pursue ADR prior to application to the Bankruptcy Court. If the Trustees determine that the matter in dispute is exigent and cannot await the completion of the ADR process, the Trustees shall have the discretion to elect out of the ADR process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court.

7.14 Enforcement and Administration. The provisions of this Trust Agreement and the TDP shall be enforced by the Bankruptcy Court pursuant to the Plans and the Confirmation Orders. The Parties hereby acknowledge and agree that the Bankruptcy Court shall have

continuing exclusive jurisdiction over the settlement of the accounts of the Trustees and over any disputes that arise under this Trust Agreement or the TDP and are not resolved by alternative dispute resolution in accordance with Section 7.13 above.

7.15 Effectiveness. This Trust Agreement shall become effective when this Trust Agreement has been executed and delivered by all the Parties hereto.

7.16 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this_____ day of _____, 2024.

SETTLORS:

IMERYS TALC AMERICA, INC.

By:_____

IMERYS TALC VERMONT, INC.

By:_____

IMERYS TALC CANADA INC.

By:_____

IMERYS TALC ITALY S.P.A.

By:_____

CYPRUS MINES CORPORATION

By:_____

TRUSTEES

_____
Name: Name: Anne M. Ferazzi
Expiration Date of Initial Term: _____ anniversary of the date of this Trust Agreement

_____
Name: Ellen S. Pryor
Expiration Date of Initial Term: _____ anniversary of the date of this Trust Agreement

DELAWARE TRUSTEE

By:_____

Title:

MESOTHELIOMA / LUNG CANCER TRUST ADVISORY COMMITTEE

_____
Name: [_____]
Initial Term of ____(_) years

_____
Name: [_____]
Initial Term of ____(_) years

_____
Name: [_____]
Initial Term of ____(_) years

_____
Name: [_____]
Initial Term of ____(_) years

_____
Name: [_____]
Initial Term of ____(_) years

_____
Name: [_____]
Initial Term of ____(_) years

OVARIAN CANCER TRUST ADVISORY COMMITTEE

_____
Name: [_____]
Initial Term of ____(_) years

_____
Name: [_____]
Initial Term of ____(_) years

_____
Name: [_____]
Initial Term of ____(_) years

_____
Name: [_____]
Initial Term of ____(_) years

_____
Name: [_____]
Initial Term of ____(_) years

_____
Name: [_____]
Initial Term of ____(_) years

POST-EFFECTIVE DATE OVARIAN CANCER FCR

_____

Name: [_____]

POST-EFFECTIVE DATE MESOTHELIOMA / LUNG CANCER FCR

_____

Name: [_____]

Exhibit 1

Certificate of Trust

(TO COME)

EXHIBIT C

Rio Tinto/Zurich Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between Imerys Talc America, Inc. ("ITA"), Imerys Talc Vermont, Inc. ("ITV"), Imerys Talc Canada Inc. ("ITC"), and, to the extent it becomes a debtor in the Chapter 11 Cases, Imerys Talc Italy S.p.A. ("ITI") (collectively, the "Debtors"), on behalf of themselves and their Estates, on the one hand, and Rio Tinto America Inc. ("Rio Tinto"), Three Crowns Insurance Company (formerly known as Three Crowns Insurance Company Limited) and Metals & Minerals Insurance Pte. Ltd. (both in their own capacities and, as applicable, as successor to Falcon Insurance Ltd.), and any future successors or assigns of any of the foregoing but only in their capacities as such, collectively or individually (collectively, the "Rio Tinto Captive Insurers") (Rio Tinto and the Rio Tinto Captive Insurers, collectively, the "Rio Tinto Settling Parties"), and Zurich American Insurance Company, in its own capacity and as successor-in-interest to Zurich Insurance Company, U.S. Branch ("Zurich"), on the other hand. The Rio Tinto Settling Parties and Zurich are referred to collectively as the "Insurer Parties" and, together with the Debtors, as the "Parties." Capitalized terms appearing in this Agreement that are not defined in this prefatory paragraph have the meanings set out in Section 1, Additional Definitions, below.

RECITALS

WHEREAS, ITA, ITV, ITC, and ITI were formerly owned by various corporate entities affiliated with Rio Tinto (under the names Luzenac America, Inc., Windsor Minerals, Inc., Luzenac, Inc., and Luzenac Val Chisone S.p.A., respectively) and were sold pursuant to a stock purchase agreement with Mircal S.A., a subsidiary of Imerys S.A., in 2011; and

WHEREAS, numerous Talc Personal Injury Claims have been brought against one or more of the Debtors seeking damages and other relief for injury allegedly caused by exposure to

talc, and the Debtors expect that such Talc Personal Injury Claims will continue to be made in the future; and

WHEREAS, before the 2011 sale, Zurich and other Zurich Corporate Parties issued the Zurich Policies, liability insurance policies that included Luzenac America, Inc., Windsor Minerals, Inc., and/or Luzenac, Inc. as insureds; and

WHEREAS, before the 2011 sale, the Rio Tinto Captive Insurers issued the Rio Tinto Captive Insurer Policies, liability insurance policies that included Luzenac America Inc., Windsor Minerals, Inc., Luzenac, Inc., and/or Luzenac Val Chisone, S.p.A. as insureds; and

WHEREAS, disputes have arisen as to the existence and scope of any obligation of the Zurich Corporate Parties and the Rio Tinto Captive Insurers to provide coverage for Talc Personal Injury Claims under the Zurich Policies and Rio Tinto Captive Insurer Policies, respectively; and

WHEREAS, on February 13, 2019, ITA, ITV, and ITC filed voluntary petitions for relief with the Bankruptcy Court under Chapter 11 of the Bankruptcy Code, commencing their respective Chapter 11 Cases; and

WHEREAS, on November 4, 2024, ITA, ITV, and ITC filed with the Bankruptcy Court the Second Joint Plan, under which ITI will file its own Chapter 11 Case if the Plan is accepted by the requisite percentages of holders of Talc Personal Injury Claims; and

WHEREAS, the Debtors, on the one hand, and the Insurer Parties, on the other hand, wish to fully and finally resolve their disputes, and to provide for the other consideration, promises, releases, and covenants set forth in this Agreement; and

WHEREAS, as part of the compromise and resolution of the Parties' disputes, the Debtors have agreed to sell, and Zurich and the Rio Tinto Settling Parties have agreed to

purchase, any and all of the Debtors' rights and interests in the Zurich Policies and the Rio Tinto Captive Insurer Policies, respectively, pursuant to Section 363 of the Bankruptcy Code, subject to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing, and in consideration of the other mutual considerations, promises, releases, and covenants set forth below, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. ADDITIONAL DEFINITIONS

The following additional definitions apply to this Agreement. The singular form of a word includes the plural and vice versa; the disjunctive "or" is not exclusive and thus includes the conjunctive "and"; all pronouns apply to the male, female, and neutral genders; the word "any" includes the word "all" and vice versa; the words "includes" and "including" are without limitation; and the past tense of a word includes the present tense and vice versa.

1.1. **"Affirmation Order"** shall have the meaning set forth in the Plan.

1.2. **"Agreement Effective Date"** shall have the meaning set forth in Section 2 of this Agreement.

1.3. **"Bankruptcy Code"** shall have the meaning set forth in the Plan.

1.4. **"Bankruptcy Court"** shall have the meaning set forth in the Plan.

1.5. **"Bankruptcy Rules"** shall have the meaning set forth in the Plan.

1.6. **"Business Day"** shall have the meaning set forth in the Plan.

1.7. **"Cash"** shall have the meaning set forth in the Plan.

1.8. **"Channeling Injunction"** shall have the meaning set forth in the Plan.

1.9. **"Chapter 11 Cases"** shall have the meaning set forth in the Plan.

1.10. **"Claim"** when capitalized, shall have the meaning set forth in the Plan.

1.11. **"Confirmation Date"** shall have the meaning set forth in the Plan.

1.12. "**Confirmation Order**" shall have the meaning set forth in the Plan.

1.13. **"Consenting Entities"** means the Tort Claimants' Committee and the FCR.

1.14. **"Contribution Claim"** means any claim by any insurer against any Rio Tinto Protected Party or Zurich Protected Party asserting any right, whether legal, equitable, contractual, or otherwise, of contribution, indemnity, reimbursement, subrogation, or other similar claim 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.

1.15. **"Coverage In Place Agreement"** means the Settlement and Coverage In Place Agreement (and any amendments thereto) executed by ITA, Zurich, and Rio Tinto and certain of its affiliates in May 2014.

1.16. **"Credits"** shall have the meaning ascribed to the term "Rio Tinto/Zurich Credits" in the Plan and in Section 4.3.1 of this Agreement.

1.17. **"Debtor Released Claims"** shall have the meaning set forth in Section 6.2 of this Agreement.

1.18. **"Direct Action Claim"** means any claim by a Person against any Zurich Protected Party or any Rio Tinto Protected Party on account of, based upon, directly or indirectly arising from, or in any way relating to any alleged right or interest of the Debtors, or any of them, in any Zurich Policy or any Rio Tinto Captive Insurer Policy, whether arising by contract, in tort, or under the laws of any jurisdiction, including any statute that gives a third party a direct cause of action against any Zurich Protected Party or any Rio Tinto Protected Party.

1.19. **"Disclosure Statement"** means the *Disclosure Statement for Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated November 4, 2024 (ECF No. 6727), or any subsequently filed disclosure statement relating to the Plan, approved by the Bankruptcy Court as containing adequate information, and distributed in accordance with such order of approval, as such disclosure statement may be amended, modified, or supplemented from time to time.

1.20. **"District Court"** shall have the meaning set forth in the Plan.

1.21. **"Estate"** shall have the meaning set forth in the Plan.

1.22. **"Estate Causes of Action"** shall have the meaning set forth in the Plan.

1.23. **"Excess Policies"** means all excess liability insurance policies purchased by corporate entities affiliated with Rio Tinto that included Luzenac America, Inc., Windsor Minerals, Inc., Luzenac, Inc., and/or Luzenac Val Chisone, S.p.A. as insureds and provided additional limits above the Rio Tinto Captive Insurer Policies, including the policies listed on Exhibit C to this Agreement.

1.24. **"Execution Date"** means the earliest date on which this Agreement has been signed by each Party and consented to by the Consenting Entities.

1.25. **"Extra-Contractual Claim"** means any claim against the Zurich Protected Parties or Rio Tinto Protected Parties other than a claim for coverage or benefits under a Zurich Policy or Rio Tinto Captive Insurer Policy, respectively, seeking any type of relief based upon conduct of the Zurich Protected Parties or Rio Tinto Protected Parties prior to the Agreement Effective Date, including statutory, compensatory, exemplary, or punitive damages on account of alleged bad faith, failure to act in good faith, violation of any duty of good faith and fair dealing, violation of any unfair claims practices act or similar statute, regulation, or code, any type of alleged

misconduct, or any other act or omission, or any claims for economic loss, general damages, attorneys' fees, or costs in connection with the handling of, or refusal to handle, any Talc Personal Injury Claim.

1.26. **"FCR"** shall have the meaning set forth in the Plan.

1.27. **"Final Order"** shall have the meaning set forth in the Plan.

1.28. **"Future Credits"** shall have the meaning ascribed to the term "Rio Tinto/Zurich Future Credits" in the Plan and in Section 4.3.1 of this Agreement.

1.29. **"HDI Agreement"** means the December 15, 2016 Confidential Settlement Agreement and Mutual Releases among ITA, Rio Tinto, and HDI Global SE and the accompanying Side Letter agreement between Rio Tinto and ITA dated December 4, 2016.

1.30. **"Indirect Talc Personal Injury Claim"** shall have the meaning set forth in the Plan.

1.31. **"Person"** shall have the meaning set forth in the Plan.

1.32. **"Plan"** means the Second Joint Plan, as the same may be amended or modified from time to time pursuant to section 1127 of the Bankruptcy Code, consistent with the terms of the Rio Tinto/Zurich Settlement set out in the Second Joint Plan.

1.33. **"Plan Effective Date"** shall have the same meaning as the term "Effective Date" in the Plan.

1.34. **"Protected Party"** shall have the meaning set forth in the Plan.

1.35. **"Reorganized Debtors"** shall have the meaning set forth in the Plan.

1.36. **"Rio Tinto Buyback"** means the sale to the Rio Tinto Settling Parties, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code and as implemented by the Plan and this

Agreement, of any and all of the Debtors' rights and interests in the Rio Tinto Captive Insurer Policies, free and clear of any and all rights, claims, or interests of any other entity.

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

1.38. **"Rio Tinto Captive Insurer Policies"** means any and all Talc Insurance Policies issued by the Rio Tinto Captive Insurers, including the Talc Insurance Policies listed on Schedule III to the Plan, attached as Exhibit B to this Agreement. 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.

1.39. **"Rio Tinto Corporate Parties"** shall have the meaning set forth in the Plan.

1.40. **"Rio Tinto Protected Parties"** shall have the meaning set forth in the Plan.

1.41. **"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.

1.42. **"Rio Tinto/Zurich Credit Contribution"** shall have the meaning set forth in the Plan and in Section 4.3.1 of this Agreement.

1.43. **"Rio Tinto/Zurich Released Claims"** shall have the meaning set forth in the Plan and in Section 6.1 of this Agreement.

1.44. **"Rio Tinto/Zurich Settlement"** shall have the meaning set forth in the Plan.

1.45. **"Rio Tinto/Zurich Trigger Date"** means the date that the Tort Claimants' Committee or the Trust provides Rio Tinto and/or Zurich (as applicable) with notice of the occurrence of the later of (a) the Plan Effective Date, or (b) the date the Affirmation Order becomes a Final Order; *provided, however,* if the condition precedent to the Agreement Effective

Date set forth in Section 2.4 below is waived in accordance with the requirements for such a waiver set forth in the opening paragraph of Section 2 below, then the Rio Tinto/Zurich Trigger Date shall mean the later of (a) the Plan Effective Date, and (b) the date of such waiver.

1.46. **"Second Joint Plan"** means the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated November 4, 2024 (ECF No. 6726).

1.47. **"Settling Talc Insurance Company"** shall have the meaning set forth in the Plan.

1.48. **"Supplemental Settlement Injunction Order"** shall have the meaning set forth in the Plan.

1.49. **"Talc Insurance Policy"** shall have the meaning set forth in the Plan.

1.50. **"Talc Personal Injury Claim"** shall have the meaning set forth in the Plan.

1.51. **"Talc Personal Injury Trust"** shall have the meaning set forth in the Plan.

1.52. **"Talc Personal Injury Trust Documents"** shall have the meaning set forth in the Plan.

1.53. **"Tort Claimants' Committee"** shall have the meaning set forth in the Plan.

1.54. **"Trust"** means the Talc Personal Injury Trust.

1.55. **"XL"** means XL Insurance America, Inc.

1.56. **"XL Agreement"** means the "RIO TINTO DEFENSE COSTS REIMBURSEMENT AGREEMENT" among Rio Tinto and certain of its affiliates, XL, and Zurich, dated on or about March 20, 2018.

1.57. **"Zurich Buyback"** means the sale to Zurich, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code and as implemented by the Plan and this Agreement, of any and

all of the Debtors' rights and interests in the Zurich Policies, free and clear of any and all rights, claims, or interests of any other entity.

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

1.59. **"Zurich Corporate Parties"** shall have the meaning set forth in the Plan.

1.60. **"Zurich Policies"** means any and all Talc Insurance Policies issued by the Zurich Corporate Parties, including the Talc Insurance Policies listed on Schedule VI to the Plan, attached as Exhibit A to this Agreement, *provided*, however, that Policy No. SXL 8129701, issued to Standard Oil Company (Indiana) for the period August 17, 1983 to June 1, 1984, shall not be considered a "Zurich Policy" for purposes of this Agreement. 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.

1.61. **"Zurich Protected Parties"** shall have the meaning set forth in the Plan.

2. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective on the earliest date on which all of the following conditions precedent have occurred (the **"Agreement Effective Date"**), *provided, however*, that any of the conditions precedent set out in Sections 2.3, 2.4, and 2.5 below may be waived pursuant to a writing signed by each Party and consented to by the Consenting Entities (if before the Plan Effective Date) or signed by the Insurer Parties and the Trust (if after the Plan Effective Date):

2.1. Each Party has executed the Agreement.

2.2. Each Consenting Entity has consented to the Agreement in writing, and the Debtors have provided Zurich and Rio Tinto with evidence of such written consent.

2.3. The Bankruptcy Court has entered a Confirmation Order and the District Court has entered an Affirmation Order providing that:

2.3.1. The Rio Tinto/Zurich Settlement and this Agreement are approved pursuant to sections 363 and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019.

2.3.2. The Zurich Buyback and Rio Tinto Buyback are approved, and each (a) 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, (b) meets the requirements for a sale of the Debtors' property free and clear of any interests of third parties in such property pursuant to section 363(f) of the Bankruptcy Code, and (c) constitutes a purchase in good faith pursuant to section 363(m) of the Bankruptcy Code, rendering the provisions of section 363(m) applicable.

2.3.3. The Zurich Protected Parties and the Rio Tinto Captive Insurers are Settling Talc Insurance Companies, and hence Protected Parties, under the Plan, and the Rio Tinto Protected Parties are Protected Parties under the Plan. As Protected Parties, the Zurich Protected Parties, the Rio Tinto Captive Insurers, and the Rio Tinto Protected Parties are entitled to the protection of the Channeling Injunction, which shall permanently channel all Talc Personal Injury Claims, including any Indirect Talc Personal Injury Claims, against any Protected Party to the Trust, and pursuant to which any holder of a Talc Personal Injury Claim shall be permanently and forever stayed, restrained, barred, and enjoined from taking any action against a Protected Party for the

purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment of, on, or with respect to any Talc Personal Injury Claim.

2.3.4. The Talc Personal Injury Trust, the Debtors and the Reorganized Debtors, on their own behalf and as representatives of their respective Estates, and the Tort Claimants' Committee and FCR, solely on their own behalf, irrevocably and unconditionally release the Rio Tinto Protected Parties and the Zurich Protected Parties from all Rio Tinto/Zurich Released Claims.

2.3.5. Pursuant to the Supplemental Settlement Injunction Order, all Persons are permanently enjoined from pursuing any Rio Tinto/Zurich Released Claim against any Rio Tinto Protected Party or Zurich Protected Party.

2.4. The Debtors (or the Tort Claimants' Committee or the Trust) have provided notice to Zurich and Rio Tinto that the Affirmation Order has become a Final Order.

2.5. The Debtors (or the Tort Claimants' Committee or the Trust) have provided notice to Zurich and Rio Tinto that the Plan Effective Date has occurred.

3. VOIDABILITY

3.1. This Agreement shall not become effective, or shall be rendered null and void, as applicable, upon the occurrence of any of the following contingencies, *provided, however*, that any of the contingencies set out in Sections 3.1.1 through 3.1.6 may be waived by the Parties pursuant to a writing signed by each Party and, if before the Plan Effective Date, consented to by the Consenting Entities:

3.1.1. The entry of a Confirmation Order by the Bankruptcy Court, or of an Affirmation Order by the District Court, confirming or affirming the confirmation of a

Chapter 11 plan of reorganization for the Debtors that does not contain the provisions set out in Section 2.3 of this Agreement;

3.1.2. The entry by the Bankruptcy Court or District Court of a Final Order denying approval of the Rio Tinto/Zurich Settlement or of this Agreement;

3.1.3. The entry by the Bankruptcy Court or District Court of a Final Order denying approval of the Zurich Buyback or the Rio Tinto Buyback, finding that the Zurich Buyback or Rio Tinto Buyback is not free and clear of all interests of third parties in the Zurich Policies or Rio Tinto Captive Insurer Policies, respectively, or finding that Zurich or the Rio Tinto Settling Parties are not entitled to the good-faith purchaser protections of section 363(m) of the Bankruptcy Code;

3.1.4. The entry by the Bankruptcy Court or District Court of a Final Order stating that any Zurich Protected Party or Rio Tinto Captive Insurer is not a Settling Talc Insurance Company or is not a Protected Party, or that any Rio Tinto Protected Party is not a Protected Party, or that otherwise contravenes the designation of any Zurich Protected Party, Rio Tinto Captive Insurer, or Rio Tinto Protected Party as a Protected Party entitled to the protections of the Channeling Injunction;

3.1.5. The entry by the Bankruptcy Court, prior to the Plan Effective Date, of a Final Order converting the Chapter 11 Cases into cases under Chapter 7 of the Bankruptcy Code or dismissing the Chapter 11 Cases;

3.1.6. The entry by the Bankruptcy Court, prior to the Plan Effective Date, of a Final Order appointing a trustee or an examiner substantially possessing the rights, powers, and duties of a bankruptcy trustee in the Chapter 11 Cases; or

3.1.7. The statement in writing, prior to the Plan Effective Date, by the Tort Claimants' Committee or the FCR that such entity refuses to consent to this Agreement.

3.2. Notwithstanding anything in this Agreement to the contrary, in the event that one of the contingencies listed in Section 3.1 above occurs and is not waived by the Parties:

3.2.1. This Agreement, except for this Section 3 and any definitions of capitalized terms used herein (which shall remain in full force and effect), shall be vitiated and shall be a nullity;

3.2.2. None of the Parties shall be bound by the terms of the Rio Tinto/Zurich Settlement or of this Agreement;

3.2.3. Zurich and Rio Tinto shall not be obligated to pay the Zurich Cash Contribution or the Rio Tinto Cash Contribution, or to make the Rio Tinto/Zurich Credit Contribution;

3.2.4. The Zurich Protected Parties and the Rio Tinto Captive Insurers shall not be designated as Settling Talc Insurance Companies or as Protected Parties, and the Rio Tinto Protected Parties shall not be designated as Protected Parties, in the Plan, Confirmation Order, or Affirmation Order, and the Zurich Protected Parties, the Rio Tinto Captive Insurers, and the Rio Tinto Protected Parties shall not be entitled to assert the Channeling Injunction as a defense to any Talc Personal Injury Claim;

3.2.5. The Parties shall have all of the same rights, defenses, and obligations under or with respect to any and all of the Zurich Policies, the Rio Tinto Captive Insurance

Policies, the Excess Policies, the HDI Agreement, the XL Agreement, and the Coverage In Place Agreement that they would have had absent this Agreement; and

3.2.6. Any and all otherwise applicable statutes of limitations or repose, or other time-related limitations, shall be deemed to have been tolled for the period from the Execution Date through the date on which this Agreement becomes null and void in accordance with Section 3.1 above, and no Party shall assert that any other Party's failure during said period to raise any claim that would have been resolved by this Agreement, had this Agreement become effective or not been voided, as applicable, renders such claim time-barred.

4. RIO TINTO/ZURICH CONTRIBUTION

4.1. Zurich Cash Contribution

4.1.1. As consideration for the releases and injunctive protections set forth in this Agreement and in the Plan, on or prior to the date that is thirty (30) days after the Rio Tinto/Zurich Trigger Date, Zurich will irrevocably and indefeasibly pay, or cause to be paid, $260 million in Cash, via wire transfer, to the Talc Personal Injury Trust.

4.1.2. Prior to the Rio Tinto/Zurich Trigger Date, the Trust shall provide all information needed by Zurich to pay the Zurich Cash Contribution, including providing Zurich with a Form W-9 containing the Talc Personal Injury Trust's tax identification number and bank account information sufficient to make the required wire transfer.

4.1.3. Zurich's payment of the Zurich Cash Contribution is in addition to any and all payments the Zurich Corporate Parties may have made to or for the benefit of the Debtors under, arising out of, or related to the Zurich Policies prior to the Rio Tinto/Zurich

Trigger Date, and all such payments are deemed final and irrevocable, except as provided in Section 3 hereto.

4.1.4. The Parties expressly agree that the Zurich Cash Contribution, together with any amounts paid by the Zurich Corporate Parties prior to the Rio Tinto/Zurich Trigger Date as set out in Section 4.1.3 of this Agreement, fully satisfies any and all indemnity, defense, or other obligations the Zurich Protected Parties may have on account of claims by the Debtors or any other Person directly or indirectly arising from or in any way related to any rights of the Debtors under the Zurich Policies. The Parties further expressly agree that the payment of the Zurich Cash Contribution fully exhausts the available limits of the following Zurich Policies:

Policy Number	Policy Period
GLO 8210196-04	5/31/2001–5/31/2002
GLO 8210196-05	5/31/2002–5/31/2003
GLO 8210196-06	5/31/2003–5/31/2004
GLO 8210196-07	5/31/2004–5/31/2005
GLO 8210196-08	5/31/2005–5/31/2006
GLO 8210196-09	5/31/2006–5/31/2007
GLO 8210196-10	5/31/2007–5/31/2008

4.1.5. The Zurich Cash Contribution shall not be subject to any claims for deductions, setoffs, or charge-backs to the Debtors of any kind, including claims involving recoupment of deductibles, allocated loss adjustment expenses, contribution, self-insured retentions, additional premiums, or retrospective or reinstatement premiums under the Zurich Policies.

4.2. **Rio Tinto Cash Contribution**

4.2.1. As consideration for the releases and injunctive protections set forth in this Agreement and in the Plan, on or prior to the date that is fourteen (14) days after the Rio Tinto/Zurich Trigger Date, Rio Tinto will irrevocably and indefeasibly pay, or cause to be paid, $80 million in Cash, via wire transfer, to the Talc Personal Injury Trust.

4.2.2. Prior to the Rio Tinto/Zurich Trigger Date, the Trust shall provide all information needed by Rio Tinto to pay the Rio Tinto Cash Contribution, including providing Rio Tinto with a Form W-9 containing the Talc Personal Injury Trust's tax identification number and bank account information sufficient to make the required wire transfer.

4.2.3. Rio Tinto's payment of the Rio Tinto Cash Contribution is in addition to any and all payments the Rio Tinto Corporate Parties may have made to or for the benefit of the Debtors under, arising out of, or related to the Rio Tinto Captive Insurer Policies prior to the Rio Tinto/Zurich Trigger Date, and all such payments are deemed final and irrevocable, except as provided for in Section 3 hereto.

4.2.4. The Parties expressly agree that the Rio Tinto Cash Contribution, together with any amounts paid by the Rio Tinto Corporate Parties prior to the Rio Tinto/Zurich Trigger Date as set out in Section 4.2.3 above, fully satisfies any indemnity, defense, or other obligations the Rio Tinto Protected Parties may have on account of claims by the Debtors or any other Person directly or indirectly arising from or in any way related to any rights of the Debtors under the Rio Tinto Captive Insurer Policies.

4.2.5. The Rio Tinto Cash Contribution shall not be subject to any claims for deductions, setoffs, or charge-backs to the Debtors of any kind, including claims involving

recoupment of deductibles, contribution, self-insured retentions, additional premiums, or retrospective or reinstatement premiums under the Rio Tinto Captive Insurer Policies.

4.3. **Rio Tinto/Zurich Credit Contribution**

4.3.1. 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 Party or Parties and the appropriate Zurich Corporate Party or Parties shall execute and deliver to the Talc Personal Injury Trust an assignment, in substantially the form set forth in Exhibit D to this Agreement, assigning to the Trust (a) 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 Plan Effective Date (the **"Credits"**) and (b) 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"**) (the Credits and the Future Credits, collectively, 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 in the Plan or this Agreement 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 4.3.1, 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 capacities as such.

4.3.2. The Rio Tinto Settling Parties and Zurich hereby represent their good faith belief that they possess a legal entitlement to the Credits assigned in Exhibit D, and that they are duly authorized to fully assign such Credits to the Talc Personal Injury Trust. Rio Tinto hereby represents that it has provided the Debtors and the Consenting Entities with its good-faith estimate, based on various calculations and assumptions, of the amount of the Credits. All parties, however, acknowledge that the Rio Tinto Settling Parties and Zurich are not representing or warranting that the Talc Personal Injury Trust will recover that amount (or any amount) on the Credits.

4.3.3. The Insurer Parties shall assist and cooperate with the Talc Personal Injury Trust as may be reasonably necessary for the pursuit of Credits and Future Credits assigned to the Talc Personal Injury Trust under this Agreement. Such assistance shall include providing all information and documentation reasonably necessary to assert and prove such Credits and Future Credits, including: (a) documents sufficient to show, and proof of, all amounts paid by the Insurer Parties under the Policies, including for defense costs, judgments, or settlements of claims; (b) all communications with other potentially responsible entities relating to amounts due or paid with respect to claims under the Zurich Policies or Rio Tinto Captive Insurer Policies; and (c) communications with other potentially responsible parties relating to the Insurer Parties' claims to the Credits and Future Credits and any defenses thereto, *provided*, *however*, that such assistance will not extend to any documents or information of the Insurer Parties that are subject to any applicable privilege, including attorney-client privilege, common-interest privilege, or mediation privilege, or to the work-product doctrine, and will be provided subject to the requirements of any existing confidentiality agreements, unless modified or waived. Such

cooperation shall be conditioned on the Talc Personal Injury Trust's reimbursement of all reasonable documented fees and expenses of outside professionals and vendors engaged by Zurich or Rio Tinto to comply with requests made by the Talc Personal Injury Trust, within thirty (30) days after Zurich or Rio Tinto provides documentation of such fees and expenses to the Talc Personal Injury Trust.

4.3.4. The Insurer Parties agree not to assert or file any new claim seeking contribution, indemnity, or defense against any other Person in order to recover any portion of the Credits or Future Credits assigned to the Trust under this Agreement.

4.3.5. On the Agreement Effective Date, the Talc Personal Injury Trust will assume the obligations of Zurich and of Rio Tinto and its affiliates (if any) to XL under the XL Agreement, if, or to the extent that, the XL Agreement provides any obligation to share with XL the proceeds of any recovery by the Talc Personal Injury Trust on any Credits or Future Credits assigned to the Trust pursuant to Section 4.3.1 of this Agreement.

4.4. **Reinsurance.** Notwithstanding any other provision of this Section 4 or of this Agreement, nothing in this Agreement is intended to or shall be construed to prevent any Zurich Corporate Party or any Rio Tinto Corporate Party from making any claim against, or seeking to recover any part of the Rio Tinto/Zurich Contribution or any other payment from, any of the Zurich Corporate Parties' or Rio Tinto Corporate Parties' reinsurers and/or retrocessionaires, in their capacities as such.

5. ZURICH AND RIO TINTO BUYBACKS

5.1. The Plan shall constitute a request by the Debtors for the Bankruptcy Court to approve the Zurich Buyback and the Rio Tinto Buyback, as set out in the Plan and this Agreement, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, and to find that Zurich and the Rio

Tinto Settling Parties are good-faith purchasers pursuant to section 363(m) of the Bankruptcy Code.

5.2. **Zurich Buyback.** Subject to the approval of the Bankruptcy Court and to all the terms and conditions of this Agreement, the Debtors shall sell and Zurich shall acquire, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, any and all of the Debtors' rights and interests in the Zurich Policies, free and clear of any and all rights, claims, or interests of any other entity, including (a) any claim by any alleged additional insured under the Zurich Policies with respect to any Talc Personal Injury Claim, (b) any Contribution Claim, (c) any Direct Action Claim, and (d) any other claim that directly or indirectly arises out of or relates to the Zurich Policies.

5.3. **Rio Tinto Buyback.** Subject to the approval of the Bankruptcy Court and to all the terms and conditions of this Agreement, the Debtors shall sell and the Rio Tinto Settling Parties shall acquire, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, any and all of the Debtors' rights and interests in the Rio Tinto Captive Insurer Policies, free and clear of any and all rights, claims, or interests of any other entity, including (a) any claim by any alleged additional insured under the Rio Tinto Captive Insurer Policies with respect to any Talc Personal Injury Claim, (b) any Contribution Claim, (c) any Direct Action Claim, and (d) any other claim that directly or indirectly arises out of or relates to the Rio Tinto Captive Insurer Policies.

6. RELEASE

6.1. **Release of Rio Tinto/Zurich Released Claims.** 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 Trust, the Debtors, on their own behalf and as representatives of their respective Estates, and the Reorganized Debtors shall be 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 Trust, the Debtors, their Estates, or the Reorganized Debtors 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"**). For the avoidance of doubt, the Rio Tinto/Zurich Released Claims include all Extra-Contractual Claims and any and all other claims directly or indirectly arising out of, with respect to, or in any way relating to the Zurich Policies, the Rio Tinto Captive Insurer Policies, the Excess Policies, the HDI Agreement, and the Coverage in Place Agreement, excluding only claims against the Zurich Protected Parties arising under Policy No. SXL 8129701, issued to Standard Oil Company (Indiana) for the period August 17, 1983 to June 1, 1984. Also effective upon the Trust's receipt of the Rio Tinto/Zurich Contribution, the Trust, the Debtors (on their own behalf and as representatives of their respective Estates), and the Reorganized Debtors shall withdraw any and all requests, demands, or tenders for defense or indemnity previously submitted to any Zurich Protected Party or Rio Tinto Protected Party, and shall surrender, relinquish, and release any further right to tender or present any Rio Tinto/Zurich Released Claim, and the Zurich Protected Parties and Rio Tinto Protected Parties shall have no duty to defend or

indemnify the Trust, the Debtors or their Estates, or the Reorganized Debtors with respect to any Rio Tinto/Zurich Released Claim.

6.2. **Release of Debtor Released Claims.** Effective upon the occurrence of the Rio Tinto/Zurich Trigger Date, the Rio Tinto Settling Parties and Zurich shall be deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge the Debtors, their Estates, the Reorganized Debtors, and the Trust from 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 Rio Tinto Settling Parties and Zurich have, had, may have, or may claim to have against any of the Debtors, their Estates, the Reorganized Debtors, and the Trust directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim (collectively, the **"Debtor Released Claims"**), to the extent such Debtor Released Claims arise on or prior to the Confirmation Date. Also effective upon the occurrence of the Rio Tinto/Zurich Trigger Date, the Rio Tinto Settling Parties and Zurich shall withdraw any and all requests or demands for payment of any Debtor Released Claim arising on or prior to the Confirmation Date, and the Debtors, or their Estates, shall have no duty to indemnify, pay, or reimburse the Rio Tinto Settling Parties and Zurich with respect to any Debtor Released Claim arising on or prior to the Confirmation Date.

6.3. **Unknown or Future Claims.** The Parties expressly acknowledge that there may be changes in the law or the Parties may hereafter discover facts different from, or in addition to, those that they now believe to be true with respect to any and all of the claims released in Sections

6.1 and 6.2 above. Nevertheless, the Parties hereby agree that (subject to Section 3 of this Agreement) the releases set forth in Sections 6.1 and 6.2 above shall be and remain effective in all respects, notwithstanding any changes in the law or the discovery of such additional or different facts. In addition, the Parties acknowledge that they have been advised by their respective legal counsel regarding, and are familiar with, the provisions of section 1542 of the California Civil Code, which provides:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Except with respect to claims of the Rio Tinto Settling Parties or Zurich arising after the Confirmation Date, the Parties expressly waive and relinquish any and all rights or benefits they have or may have under California Civil Code § 1542 and under any other federal or state statute, rule, law, or common law principle of similar effect, as to the releases given in this Agreement, to the full extent that such right or benefit may be lawfully waived. In connection with the waiver and relinquishment of rights or benefits under California Civil Code § 1542, each Party acknowledges that it fully understands that facts may later be discovered in addition to or different from those facts which are now known or believed to be true with respect to the subject matter of this Agreement, and that, except with respect to claims of the Rio Tinto Settling Parties or Zurich arising after the Confirmation Date, it is that Party's intention hereby to fully, finally and forever release all claims and rights, known or unknown, suspected or unsuspected, which now exist, may exist in the future, and/or have ever existed in the past, as to the matters released in Sections 6.1 and 6.2 of this Agreement.

6.4. **Other Rights and Obligations Under This Agreement Not Affected.** The releases set forth in Sections 6.1 and 6.2 of this Agreement are not intended to, and shall not, extend to or otherwise release any rights, privileges, benefits, duties, or obligations of the Parties pursuant to or arising from this Agreement or the Plan.

7. BANKRUPTCY-RELATED OBLIGATIONS

7.1. Prior to the Execution Date, the Debtors will seek and obtain the Consenting Entities' written consent to the Debtors' entry into this Agreement and shall furnish evidence of such written consent to each of Zurich and Rio Tinto.

7.2. The Parties shall cooperate in good faith to ensure that the Confirmation Order and Affirmation Order are entered, contain and/or affirm the provisions set out in Section 2.3 of this Agreement, as applicable, and become Final Orders.

7.3. Except to contend that the Debtors have breached this Agreement (including Section 7.2), neither Zurich nor Rio Tinto shall object to the Plan or seek formal discovery from the Debtors, the Tort Claimants' Committee, or the FCR (and the Debtors, the Tort Claimants' Committee, and the FCR shall not seek formal discovery from Zurich or Rio Tinto) with respect to the Plan. Within five (5) days following the Execution Date, Zurich and Rio Tinto shall withdraw any and all objections to the Plan and Disclosure Statement they have made in the Chapter 11 Cases. Such withdrawals shall be without prejudice until the occurrence of the Agreement Effective Date, at which time such withdrawals shall be deemed to be with prejudice.

7.4. 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.

7.5. On the Plan Effective Date, the rights and obligations of the Debtors under this Agreement shall be deemed to have been assigned and transferred to the Talc Personal Injury Trust without need of further action by any Party or Person, and the Talc Personal Injury Trust shall be bound by all of the provisions of this Agreement. The Reorganized Debtors shall continue to be bound by this Agreement and shall retain the obligations and benefits hereunder to the extent consistent with the Plan.

7.6. The Confirmation Order and the Affirmation Order shall be in form and substance reasonably acceptable to Rio Tinto, the Rio Tinto Captive Insurers, and Zurich.

8. CONTRIBUTION CLAIMS; JUDGMENT REDUCTION

8.1. To the extent that the Debtors or the Talc Personal Injury Trust reach a settlement with any other insurer or other Person of any claim directly or indirectly arising out of or in any way relating to any Talc Personal Injury Claim or Rio Tinto/Zurich Released Claim, the Debtors or the Talc Personal Injury Trust, as applicable, will use their best efforts to obtain a waiver of any and all of that other insurer's or other Person's Contribution Claims against any Zurich Protected Party or Rio Tinto Protected Party based upon, arising out of, or in any way attributable to such Talc Personal Injury Claim or Rio Tinto/Zurich Released Claim. Such waiver may be accomplished by an assignment of such claims to the Trust, which such claims will be subject to the Release set forth in Section 6 herein.

8.2. In the event that any other entity asserts any Contribution Claim against any Zurich Protected Party or Rio Tinto Protected Party and such claim is determined to be valid in any judicial determination or binding arbitration award, the Talc Personal Injury Trust shall voluntarily

reduce its judgment(s) or claim(s) against, or settlement with, such other entity to the extent necessary to eliminate such Contribution Claim. To ensure that such a reduction is accomplished, any Zurich Protected Party or Rio Tinto Protected Party shall be entitled to assert this paragraph as a defense to any action against them for any such Contribution Claim and shall be entitled to have the court or appropriate tribunal issue such orders as are necessary to effectuate the judgment reduction and to protect the Zurich Protected Party or Rio Tinto Protected Party from any liability for the Contribution Claim.

9. COOPERATION

9.1. Each Party shall use its reasonable efforts to obtain the outcomes sought by this Agreement, and to take such steps and execute such documents as may be reasonably necessary and proper to effectuate the purpose and intent of this Agreement and to preserve its validity and enforceability. In the event that any action or proceeding is commenced or prosecuted by any Person to invalidate or prevent the validation, enforcement, or carrying out of all or any provisions of this Agreement, the Parties mutually agree to cooperate fully in opposing such action or proceeding.

9.2. Each of the Parties shall reasonably cooperate with each of the other Parties in responding to or opposing any motion, objection, claim, assertion, or argument by any third party that this Agreement is not binding, or should be avoided, or that valuable and fair consideration or reasonably equivalent value has not been exchanged pursuant to this Agreement.

9.3. To the extent required by Section 4.3.3 of this Agreement, the Insurer Parties shall assist and cooperate with the Talc Personal Injury Trust as may be reasonably necessary for the pursuit of Credits and Future Credits assigned to the Talc Personal Injury Trust under this Agreement.

10. NO ADMISSIONS OR WAIVER OF PRIVILEGE

Nothing contained in this Agreement, or in any negotiations, discussions, correspondence, or other materials of any kind relating to this Agreement or relating to the negotiation of this Agreement, shall be deemed to be an admission by any Party with respect to any matter or any factual or legal issue of any kind. Nothing in this Agreement waives or shall be deemed to waive any Party's work-product protection or right to claim the protections of any applicable privilege, including attorney-client privilege, common-interest privilege, or mediation privilege.

11. BINDING EFFECT OF AGREEMENT

Upon the Agreement Effective Date, all terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns, including the Talc Personal Injury Trust.

12. DISPUTE RESOLUTION

If any dispute should arise concerning the terms, meaning, or implementation of this Agreement, the Parties agree to use their best efforts to reach a prompt resolution of such dispute. If the Parties are unable to reach an agreement, they shall proceed to mediation. Either Party may initiate litigation in the Bankruptcy Court to the extent the Bankruptcy Court has subject-matter jurisdiction, or to the extent it does not, in any other appropriate forum, but no Party may initiate litigation until 45 days after a mediation has commenced and the mediator has determined that the Parties' mediation has reached an impasse. All of the Parties consent to personal jurisdiction in any federal court (including the Bankruptcy Court) or state court in the State of Delaware for purposes of resolving any dispute concerning the terms, meaning, or implementation of this Agreement.

13. CONSTRUCTION OF AGREEMENT

13.1. The Parties represent and acknowledge that they have participated in the preparation and drafting of this Agreement or have each given their approval to all of the language contained in this Agreement, and it is expressly agreed and acknowledged that if any of the Parties later asserts that there is an ambiguity in the language of this Agreement, such asserted ambiguity shall not be presumptively construed for or against any Party on the basis that one Party drafted the language of this Agreement or played a greater role in the drafting of the language.

13.2. The headings of this Agreement are included for convenience and are not part of the provisions hereof and shall have no force or effect.

13.3. If any provision of this Agreement or application thereof is held to be invalid or unenforceable, the remainder of this Agreement shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties. Notwithstanding the foregoing, Sections 2, 3, 4.1, 4.2, 5, and 6 and the definitions of the capitalized terms that appear in those Sections shall not be severable from this Agreement.

14. MEDICARE AND OTHER THIRD-PARTY CLAIMS

14.1. Rio Tinto's and Zurich's payment obligations under this Agreement run solely to the Talc Personal Injury Trust, as set forth in Section 4 above. In no event shall any Zurich Corporate Party or Rio Tinto Corporate Party pay or be obligated to pay directly any claimant, any representative of any claimant, or the Debtors' defense counsel on account of any Talc Personal Injury Claim.

14.2. The Parties agree that, given the buy-back nature of this settlement, Zurich and the Rio Tinto Settling Parties are not "Responsible Reporting Entities," and no Zurich Corporate Party or Rio Tinto Corporate Party shall have any responsibility to make any reports (or to make any

payments owed or sums to be paid) to Medicare or to the United States Government or any agency or instrumentality thereof pursuant to the Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b)(2), and/or under any related rules, regulations, or guidance issued in connection therewith or relating thereto, including 42 C.F.R. § 411.20 et seq., with respect to any payment the Talc Personal Injury Trust receives under this Agreement or makes on account of Talc Personal Injury Claims.

14.3. The Talc Personal Injury Trust shall be designated as the "**RRE Agent**."

14.4. The RRE Agent shall, at its sole expense, act as Zurich's and the Rio Tinto Settling Parties' reporting agent, and shall timely submit all reports that are required by a Responsible Reporting Entity under the reporting provisions of Section III of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173) or any other similar statute or regulation ("**MMSEA**") on account of Talc Personal Injury Claims paid by the RRE Agent. The RRE Agent shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports under MMSEA (collectively, "**CMS**") to determine whether or not and, if so, how to report to CMS pursuant to MMSEA.

14.5. The RRE Agent shall provide a written notification to Rio Tinto and Zurich within ten (10) Business Days following receipt of any notification from CMS that any report was rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance.

14.5.1. With respect to any reports rejected or otherwise identified as noncompliant by CMS, the RRE Agent shall, at Rio Tinto's or Zurich's request, promptly provide copies of the original reports submitted to CMS, as well as any response received from CMS with

respect to such reports. The RRE Agent shall reasonably undertake to remedy any issues of noncompliance that CMS identifies and to resubmit such reports to CMS. Upon request by Rio Tinto or Zurich, the RRE Agent shall provide copies of such resubmissions. With respect to copies of original reports and resubmissions provided under this Section 14.5.1, the RRE Agent may redact from such copies the names, social security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, claimants, guardians, conservators, and/or other personal representatives, as applicable.

14.5.2. All documentation that the RRE Agent relies upon in making a determination that a payment does not have to be reported to CMS shall be maintained for a minimum of six (6) years following such determination.

14.6. Absent guidance to the contrary from CMS, the Secretary of Health and Human Services or a controlling court, including the United States Court of Appeals for the Third Circuit, the RRE Agent is not required by this Agreement to report any Talc Personal Injury Claim for a claimant who alleges that exposure to or ingestion of talc or talc-containing product for which Debtors are allegedly responsible took place exclusively before December 5, 1980.

14.7. In the event that CMS concludes that reporting done by the RRE Agent in accordance with this Section 14 is or may be deficient in any way, and has not been corrected to the satisfaction of CMS in a timely manner, or if CMS communicates to the RRE Agent, any Zurich Corporate Party, or any Rio Tinto Corporate Party a concern with respect to the sufficiency or timeliness of such reporting or non-reporting, then Rio Tinto and Zurich shall have the right to submit their own reports to CMS under MMSEA, and the RRE Agent shall provide to Rio Tinto

and Zurich such information as either may require to comply with MMSEA, including the full reports filed by the RRE Agent without any redactions. Rio Tinto and Zurich shall keep any information received from the RRE Agent pursuant to this Paragraph confidential and shall not use such information for any purpose other than meeting obligations under MMSEA.

14.8. The Talc Personal Injury Trust shall obtain, prior to remittance of funds to claimants' counsel or the claimant, if pro se, in respect of any Talc Personal Injury Claim, a certification from the claimant to be paid that said claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Talc Personal Injury Claim. The Talc Personal Injury Trust shall provide a certification of its compliance with this Section to Rio Tinto and Zurich upon either's request, but not more often than quarterly.

14.9. Compliance with the requirements of this Section shall be a material obligation of the Debtors and/or the Talc Personal Injury Trust in favor of Zurich and the Rio Tinto Settling Parties under this Agreement.

15. REPRESENTATIONS, WARRANTIES, AND OTHER MISCELLANEOUS PROVISIONS

15.1. Each Party represents and warrants that, subject to the preconditions set out in Section 2 of this Agreement, it has taken all necessary corporate and legal action required to duly approve the making and performance of this Agreement and that no further action is necessary to make this Agreement binding and legally enforceable according to its terms.

15.2. Each Party represents and warrants that, to the best of its knowledge and belief, the making and performance of this Agreement will not violate any provision of law or any of its respective articles of incorporation or bylaws or any contract or agreement by which it is bound.

15.3. Each Party represents and warrants that (a) it is the owner of the rights and claims to be compromised and released by it under this Agreement and (b) it has not assigned or transferred to any Person any such right or claim or other matter to be compromised and released hereunder.

15.4. Each Party represents and warrants that this Agreement is supported by valid and lawful consideration sufficient to make all aspects of this Agreement legally binding and enforceable on and after the Agreement Effective Date.

15.5. Each Party represents and warrants that this Agreement has been entered into in good faith, as a result of arm's-length negotiations, with advice of counsel, and that this Agreement represents a fair, reasonable, proportionate, and good faith compromise of disputed claims, disputed liabilities, and disputed issues.

15.6. Each Party represents and warrants that it has read this Agreement in its entirety, fully understands all of its terms and the consequences thereof, and that the individual signing this Agreement on its behalf has full and complete authority and competency to legally bind it to all terms and consequences of this Agreement.

15.7. The Rio Tinto Captive Insurers represent and warrant that they issued insurance policies only to Rio Tinto plc, Rio Tinto Limited, and their respective past and present affiliated companies, and did not issue insurance policies to any other entities on the open market.

15.8. This Agreement (including the exhibits attached to it) sets forth the entire agreement among the Parties as to its subject matter, and supersedes any and all prior or contemporaneous statements, agreements, negotiations, or understandings, whether written or oral, except that the Agreement should be read *in pari materia* with the Plan and Disclosure Statement.

15.9. All notices, demands, or other communications to be provided pursuant to this Agreement shall be in writing and sent by electronic mail and also by overnight mail (or United States first-class mail, postage prepaid), to the other Parties and Consenting Entities at the addresses set forth below, or to such other persons or addresses as the Parties or Consenting Entities may designate in writing from time to time:

For Zurich:

Robert Koscielniak
Director, Latent & Environmental Claims
Zurich North America
1299 Zurich Way
Schaumburg, IL 60196-1056
robert.koscielniak@zurichna.com

Mark D. Plevin, Esq.
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Three Embarcadero Center
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mplevin@crowell.com

Karen Dixon, Esq.
Skarzynski Marick & Black LLP
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Chicago, IL 60654
kdixon@skarzynski.com

For Rio Tinto:

Andrea Frost, Esq.
Regional Head of Litigation – Americas
Rio Tinto
4700 W. Daybreak Parkway
South Jordan, UT 84009
Andrea.frost@riotinto.com

With a copy to:

CompanySecretaryNotices@riotinto.com and the subject line must start with the words: "RIO TINTO AMERICA INC."

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For the Debtors:

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100 Mansell Court East, Suite 300
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ryan.vanmeter@imerys.com

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Angela R. Elbert, Esq.
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aelbert@nge.com

For the Consenting Entities:

Kami E. Quinn, Esq.
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700 Pennsylvania Ave. SE
Washington, DC 20003
quinnk@gilbertlegal.com

with a copy to:

Tort Claimants' Committee:

Natalie D. Ramsey, Esq.
Robinson & Cole LLP
1201 North Market Street
Suite 1406
Wilmington, DE 19801
Direct 302.516.1702
nramsey@rc.com

FCR:

Edwin J. Harron, Esq.
Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, DE 19801
eharron@ycst.com

15.10. This Agreement may be amended only by a writing signed by or on behalf of each Party and, if before the Agreement Effective Date, each of the Consenting Entities.

15.11. Zurich represents that it has made a good faith search and has located no evidence of any liability policies issued by Zurich under which any Debtor is insured (excluding expired claims-made policies), other than those listed on Exhibit A, and that it is not aware of any such policy, secondary evidence of any such policy, or any reason to believe such policy exists (other than Policy No. SXL 8129701, issued to Standard Oil Company (Indiana) for the period August 17, 1983 to June 1, 1984). Rio Tinto represents that it has made a good faith search and has located no evidence of any liability policies issued by the Rio Tinto Captive Insurers under which any Debtor is insured (excluding expired claims-made policies), other than those listed on Exhibit B, and that it is not aware of any such policy, secondary evidence of any such policy, or any reason to believe such policy exists.

15.12. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Execution of this Agreement may be effected by PDF or other electronic transmission of executed copies of the signature pages delivered to counsel for the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

IMERYS TALC AMERICA, INC. (on behalf of itself and each of the Debtors in the Chapter 11 Cases)

By: _____

Name: _____

Title: _____

Date: _____

IMERYS TALC ITALY S.P.A.

By: _____

Name: _____

Title: _____

Date: _____

RIO TINTO AMERICA INC. (on behalf of itself, Three Crowns Insurance Company, formerly known as Three Crowns Insurance Company Limited, and Metals & Minerals Insurance Pte. Ltd., both in their own capacities and, as applicable, as successor to Falcon Insurance Ltd.)

By: _____

Name: _____

Title: _____

Date: _____

ZURICH AMERICAN INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Consenting Entities have consented to this Agreement as of the last date indicated below.

TORT CLAIMANTS' COMMITTEE	**FCR**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

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
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

EXHIBIT B

Rio Tinto Captive Insurer Policies

Issuing Insurer	Policy Number	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
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

EXHIBIT C

Excess Policies

Insurer Participant(s)	Policy Period
Allianz SE	5/31/1997 – 5/31/1998
Zurich Insurance Group Ltd.	5/31/1997 – 5/31/1998
Lexington Insurance Co., Tamarack, CNA Insurance Company Ltd., USF&G Corporation	5/31/1997 – 5/31/1998
Reliance National Insurance Company	5/31/1997 – 5/31/1998
TIG Insurance Company	5/31/1997 – 5/31/1998
Kemper Insurance Companies	5/31/1997 – 5/31/1998
Starr Excess Insurance Company	5/31/1997 – 5/31/1998
XL Insurance Company Ltd.	5/31/1997 – 5/31/1998
ACE Ltd.	5/31/1997 – 5/31/1998
Zurich Insurance Group Ltd.	5/31/1998 – 5/31/2001
Allianz SE	5/31/1998 – 5/31/2001
CNA Insurance Company Ltd.; Gulf Insurance Company; Kemper Insurance Companies; National Union; USF&G Corporation	5/31/1998 – 5/31/2001
XL Insurance Company Ltd.; Starr Excess Insurance Company	5/31/1998 – 5/31/2001
ACE Ltd.	5/31/1998 – 5/31/2001
Aegis Security Insurance Company; National Union Fire Insurance Co.; St. Paul Fire & Marine Insurance Company; Zurich Global Energy; Kemper Insurance Companies	5/31/2001 – 5/31/2002
Starr Excess Liability Insurance International Ltd.	5/31/2001 – 5/31/2002
ACE Ltd.; Oil Casualty Insurance Ltd.; XL Insurance Company Ltd.	5/31/2001 – 5/31/2002
Zurich Global Energy	5/31/2002 – 5/31/2003
Kemper Insurance Companies	5/31/2002 – 5/31/2003
Rock River Insurance Company	5/31/2002 – 5/31/2003
Athena	5/31/2002 – 5/31/2003
Great Lakes Reinsurance (UK) Ltd.	5/31/2002 – 5/31/2003
Arch Bermuda	5/31/2002 – 5/31/2003
Endurance	5/31/2002 – 5/31/2003
XL (Sydney)	5/31/2002 – 5/31/2003

Insurer Participant(s)	Policy Period
Starr Excess Liability Insurance International Ltd.	5/31/2002 – 5/31/2003
Oil Casualty Insurance, Ltd.	5/31/2002 – 5/31/2003
ACE	5/31/2002 – 5/31/2003
Starr Excess Liability Insurance International Ltd.	5/31/2003 – 5/31/2004
XL Insurance Company Ltd.	5/31/2003 – 5/31/2004
Zurich Insurance Group Ltd.	5/31/2003 – 5/31/2004
XL Insurance Company Ltd.	5/31/2004 – 5/31/2005
American Home Assurance Co.	5/31/2004 – 5/31/2005
Starr Excess Liability Insurance International Ltd.	5/31/2004 – 5/31/2005
Zurich Insurance Group Ltd.	5/31/2004 – 5/31/2005
XL Insurance Company Ltd.	5/31/2005 – 5/31/2006
American Home Assurance Co.	5/31/2005 – 5/31/2006
Starr Excess Liability Insurance International Ltd.	5/31/2005 – 5/31/2006
Zurich Insurance Group Ltd.	5/31/2005 – 5/31/2006
Liberty Mutual Ins. Co.; XL Insurance Company Ltd.	5/31/2006 – 5/31/2007
American Home Assurance Co.	5/31/2006 – 5/31/2007
Starr Excess Liability Insurance International Ltd.	5/31/2006 – 5/31/2007
Zurich Insurance Group Ltd.	5/31/2006 – 5/31/2007
Liberty Mutual Ins. Co.; XL Insurance Company Ltd.	5/31/2007 – 5/31/2008
American Home Assurance Co.	5/31/2007 – 5/31/2008
Starr Excess Liability Insurance International Ltd.	5/31/2007 – 5/31/2008
Catlin Underwriting Agencies, Ltd.; Zurich Insurance Group Ltd.	5/31/2007 – 5/31/2008
Catlin Underwriting Agencies, Ltd.; Liberty Mutual Insurance Co; XL Insurance Company Ltd.	5/31/2008 – 5/31/2009
AIG Excess Liability Insurance International Ltd.	5/31/2008 – 5/31/2009
Starr Excess Liability Insurance International Ltd.	5/31/2008 – 5/31/2009
Catlin Underwriting Agencies, Ltd.; Zurich Insurance Group Ltd.	5/31/2008 – 5/31/2009
AIG London; AIG Australia; DA Constable; Liberty Mutual Ins. Co.; XL Insurance Company Ltd.	5/31/2009 – 5/31/2010
Catlin Underwriting Agencies, Ltd.; Zurich Insurance Group Ltd.	5/31/2009 – 5/31/2010

Insurer Participant(s)	Policy Period
AIG; American Home Assurance Co.; DA Constable; Liberty Mutual Ins. Co.; XL Insurance Company Ltd.	5/31/2010 – 5/31/2011
Catlin Underwriting Agencies, Ltd.; Zurich Insurance Group Ltd.	5/31/2010 – 5/31/2011
AIG; American Home Assurance Co.; DA Constable; Liberty Mutual Ins. Co.; XL Insurance Company Ltd.	5/31/2011 – 5/31/2012
Catlin Underwriting Agencies, Ltd.; Starr Excess Liability Insurance International Ltd.; Zurich Insurance Group Ltd.	5/31/2011 – 5/31/2012
Arch Insurance Co.; Iron-Starr Underwriting Agency Ltd.	5/31/2011 – 5/31/2012

EXHIBIT D

Assignment of Rights

This Assignment of Rights ("Assignment") is executed by Rio Tinto America Inc. ("Rio Tinto"), on its own behalf and on behalf of the Rio Tinto Captive Insurers (Rio Tinto and the Rio Tinto Captive Insurers, collectively, the "Rio Tinto Settling Parties"), and Zurich American Insurance Company, in its own capacity and as successor-in-interest to Zurich Insurance Company, U.S. Branch ("Zurich," and collectively with the Rio Tinto Settling Parties, the "Insurer Parties"). Except where otherwise specified, capitalized terms appearing in this Assignment have the meanings set out in the accompanying Settlement Agreement and Release.

WHEREAS, the Debtors and the Insurer Parties entered into the Rio Tinto/Zurich Settlement, including the accompanying Settlement Agreement and Release dated [_____], in order to fully and finally resolve their disputes, and to provide for other consideration, promises, releases, and covenants set forth therein;

WHEREAS, in exchange for consideration set out in the Rio Tinto/Zurich Settlement and the Settlement Agreement and Release, the Insurer Parties agreed to make cash contributions to the Talc Personal Injury Trust as set forth therein;

WHEREAS, in addition to the foregoing cash contributions, as part of the Rio Tinto/Zurich Settlement the Insurer Parties agreed to assign to the Talc Personal Injury Trust the Credits and the Future Credits, as defined therein; *provided, however*, that the Insurer Parties did not agree to assign to the Talc Personal Injury Trust, and will retain, all of their rights against their reinsurers and/or retrocessionaires, in their capacities as such;

WHEREAS, pursuant to an October 17, 2017 Assignment of Claims (the "Zurich Assignment of Claims"), Zurich and its affiliated companies previously assigned to Rio Tinto and its affiliated companies any and all rights of recovery against third parties with respect to sums already paid or thereafter paid under the Zurich Policies in connection with any lawsuit filed against Imerys Talc America, Inc. in which the plaintiff alleges ovarian cancer and/or bodily injury caused by exposure to products containing talc provided, distributed, or mined by Luzenac America, Inc. or other entities divested by Rio Tinto and its affiliated companies to Imerys Talc America, Inc. and/or its affiliated companies;

WHEREAS, Zurich acknowledges that, through the Zurich Assignment of Claims, it has assigned to Rio Tinto and its affiliated companies any and all rights of subrogation, contribution and/or indemnity arising out of the defense or payment of Talc Personal Injury Claims, but for the avoidance of doubt, Zurich wishes to assign any remaining rights it may have;

THEREFORE, the Insurer Parties hereby assign to the Talc Personal Injury Trust the Credits and the Future Credits; *provided, however,* that the Insurer Parties do not assign to the Talc Personal Injury Trust, and do retain, all of their rights against their reinsurers and/or retrocessionaires, in their capacities as such.

Rio Tinto America Inc.

By: _____

Printed Name: _____

Date: _____

Zurich American Insurance Company Inc.

By: _____

Printed Name: _____

Date: _____

EXHIBIT D

XL Settlement Agreement

XL SETTLEMENT AGREEMENT

This Agreement is entered into by and between the Debtors, on behalf of themselves and their Estates, Imerys USA, Inc. ("Imerys USA"), on behalf of itself and the other Non-Debtor Covered Entities, and XL Insurance America, Inc. (collectively with the Debtors and Imerys USA, the "Parties," and each individually, a "Party"). Capitalized terms in this prefatory paragraph, the following recitals, and in the Sections below have the meanings ascribed to them in the below list of Definitions.

RECITALS

WHEREAS, XL issued the Policies to Imerys USA and its affiliates, including the Debtors, under which the Debtors and Imerys USA assert they are entitled to insurance coverage; and

WHEREAS, certain Talc Personal Injury Claims have been brought, and in the future may be brought, against the Debtors seeking damages and other relief for bodily injury; and

WHEREAS, a dispute has arisen between the Debtors and XL as to the scope of XL's obligations to provide coverage for Talc Personal Injury Claims; and

WHEREAS, on February 13, 2019, ITA, ITV and ITC filed voluntary petitions for relief with the Bankruptcy Court under Chapter 11 of title 11 of the United States Code, commencing their respective Chapter 11 Cases; and

WHEREAS, on November 4, 2024, ITA, ITV and ITC filed with the Bankruptcy Court the Second Joint Plan, under which Imerys Talc Italy S.p.A. will file its own Chapter 11 Case if the Plan is accepted by the requisite percentages of holders of Talc Personal Injury Claims; and

WHEREAS, the Debtors, on the one hand, and XL, on the other hand, wish to fully and finally resolve the disputes between them, and to provide for the other consideration, promises, releases, and covenants set forth in this Agreement; and

WHEREAS, a dispute has arisen between the Non-Debtor Covered Entities and XL as to the scope of XL's obligations to provide coverage for the California Fire Claim;

WHEREAS, Imerys USA, on the one hand, and XL, on the other hand, wish to fully and finally resolve the disputes between them, and to provide for the other consideration, promises, releases, and covenants set forth in this Agreement;

WHEREAS, in connection with the Imerys Settlement, the Non-Debtor Covered Entities agreed to contribute, or cause to be contributed, to the Debtors, all of their rights and interests in the Policies, subject and pursuant to the terms of the Plan;

WHEREAS, as part of the compromise and resolution of the Parties' disputes as set forth herein, the Debtors have agreed to sell, and XL has agreed to purchase, all of the Debtors' rights and interests in the Policies (including all rights and interests in the Policies contributed by the Non-Debtor Covered Entities to the Debtors pursuant to the Imerys Settlement) free and clear of all interests of any Person, subject and pursuant to section 363 of the Bankruptcy Code and the terms of this Agreement; and

WHEREAS, upon the payment of the Settlement Amounts, as set forth in this Agreement, the Policies shall be fully extinguished and exhausted and XL shall have no further obligation whatsoever under the Policies to any Person, including to the Debtors, Imerys USA, the Talc Personal Injury Trust or the FCR.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the other mutual considerations, promises, releases, and covenants as set forth below, it is hereby agreed as follows:

DEFINITIONS

The following definitions apply to this Agreement only and are not intended to be used for any other purpose. The singular form of a word includes the plural and vice versa; the disjunctive "or" is not exclusive and thus includes the conjunctive "and"; all pronouns apply to the male, female, and neutral genders; the word "any" includes the word "all" and vice versa; the words "includes" or "including" are without limitation; and the past tense of a word includes the present tense and vice versa. Any capitalized term not defined herein will be given the meaning set forth in the Plan.

a. "**Affirmation Order**" shall have the meaning set forth in the Plan.

b. "**Agreement**" means this XL Settlement Agreement.

c. "**Bankruptcy Code**" shall have the meaning set forth in the Plan.

d. "**Bankruptcy Court**" shall have the meaning set forth in the Plan.

e. **"Bankruptcy Rules"** shall have the meaning set forth in the Plan.

f. "**Business Day**" shall have the meaning set forth in the Plan.

g. "**California Fire Claim**" means any claims of the Non-Debtor Covered Entities for insurance coverage or proceeds under the Policies arising from the settlement of the California Fire Suit.

h. "**California Fire Claim Settlement Amount**" means $2.25 million U.S. dollars to be paid by XL in the amounts of (i) $1 million in Cash to the Talc Personal Injury Trust and (ii) $1.25 million in Cash to the Non-Debtor Covered Entities for the California Fire Suit, respectively, in consideration for the release of the California Fire Claim.

i. "**California Fire Suit**" means the lawsuit styled as *California Department of Forestry & Fire Protection v. Imerys Filtration Minerals, Inc., et al.*, Santa Barbara County Superior Court, Case No. 16CV02133.

j. "**Cash**" shall have the meaning set forth in the Plan.

k. "**Channeling Injunction**" shall have the meaning set forth in the Plan.

l. "**Chapter 11 Cases**" shall have the meaning set forth in the Plan.

m. "**Claim**" shall have the meaning set forth in the Plan.

n. "**Confirmation Order**" shall have the meaning set forth in the Plan.

o. "**Consenting Entities**" means the Tort Claimants' Committee and the FCR.

p. "**Cyprus Mines Bankruptcy**" shall have the meaning set forth in the Plan.

q. "**Cyprus Mines Plan**" shall have the meaning set forth in the Plan.

r. "**Debtor Released Claims**" means 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 XL has, had, may have, or may claim to have against any of the Debtors, their Estates, the Reorganized North American Debtors, and the Talc Personal Injury Trust directly or indirectly arising out of, with respect to, or in any way relating to any Talc Personal Injury Claim. The Debtor Released Claims shall include any claims for recovery of the settlement amount paid by XL, on behalf of the Debtors, in the lawsuit styled as *Gail Ingham v. Johnson & Johnson*, Case No. 1522-CC10417-01 (Mo. Cir. Ct., St. Louis City), and any claims for deductibles or retentions still owed by the Debtors pursuant

to the Policies. For the avoidance of doubt, the Debtor Released Claims shall not include any claims or defenses arising out of or relating to coverage under the Excluded Policies.

s. "**Debtor Releasees**" means (a) ITA, ITV, and ITC; (b) 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 ITA, ITV and ITC; and (c) the respective heirs, executors, and estates, as applicable, of each Person listed in clauses (a) and (b), and, as to each person listed in clauses (a), (b), or (c), solely in their capacity as such.

t. "**Debtors**" shall have the meaning set forth in the Plan.

u. "**Direct Action Claim**" means any claim by a Person against an XL Protected Party, on account of, based upon, arising from, or in any way attributable to the rights afforded to an Imerys Insured Party under a Policy, whether arising by contract, in tort, or under the laws of any jurisdiction, including any statute that gives a third party a direct cause of action against an XL Protected Party.

v. **"Disclosure Statement"** means the *Disclosure Statement for Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated November 4, 2024, (ECF No. 6727), or any subsequently filed disclosure statement relating to the Plan, approved by the Bankruptcy Court as containing adequate information, and distributed in accordance with such order of approval, as such disclosure statement may be amended, modified, or supplemented from time to time.

w. "**District Court**" shall have the meaning set forth in the Plan.

x. "**Effective Date**" shall have the meaning set forth in Section I.A below.

y. "**Estate**" shall have the meaning set forth in the Plan.

z. "**Estate Causes of Action**" shall have the meaning set forth in the Plan.

aa. "**Excluded Policies**" mean the international insurance policies issued to Imerys S.A. by XL Insurance Company Ltd, including Policy Numbers FR00003071LI11A, FR00003071LI12A, and FR00003071LI13A.

bb. "**Execution Date**" means the earliest date on which this Agreement is signed by all of the Parties and consented to by the Consenting Entities.

cc. "**Extra-Contractual Claim**" means any claim against an XL Protected Party, seeking any type of relief based upon conduct prior to the Effective Date, including: compensatory, exemplary, statutory, or punitive damages on account of alleged bad faith; failure to act in good faith; violation of any duty of good faith and fair dealing; violation of any unfair claims practices act or similar statute, regulation, or code; any type of alleged misconduct; or any other act or omission of an XL Protected Party of any type for which an Imerys Insured Party seeks relief other than coverage or benefits under an insurance policy, including any claims for economic loss, general damages, attorneys' fees or costs in connection with XL's handling of, or XL's refusal to handle, any claims against an Imerys Insured Party.

dd. "**FCR**" shall have the meaning set forth in the Plan.

ee. "**Final Order**" shall have the meaning set forth in the Plan.

ff. "**Imerys Insured Party**" means the Debtors, the Non-Debtor Covered Entities and any other entity or Person insured or alleged to be insured under the Policies.

gg. "**Imerys Settlement**" shall have the meaning set forth in the Plan.

hh. "**Imerys USA**" means Imerys USA, Inc.

ii. "**Indirect Talc Personal Injury Claim**" shall have the meaning set forth in the Plan.

jj. "**ITA**" means Imerys Talc America, Inc.

kk. "**ITC"** means Imerys Talc Canada Inc.

ll. "**ITV**" means Imerys Talc Vermont, Inc.

mm. "**J&J**" shall have the meaning set forth in the Plan.

nn. "**Non-Debtor Covered Entities**" means Imerys USA, Imerys Minerals California, Inc., and Imerys Filtration Minerals, Inc., each of which were defendants in the California Fire Suit, and any other affiliated non-Debtor entity which has claimed or may claim coverage under the Policies.

oo. "**Non-Debtor Released Claims**" means 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, whether known or unknown, suspected or unsuspected, in law or in equity, which XL has, had, may have, or may claim to have against any of the Non-Debtor Covered Entities, directly or indirectly arising out of, with respect to, or in any way relating to the California Fire Claim. The Non-Debtor Released Claims shall include any claims for deductibles or retentions still owed by any of the Non-Debtor Covered Entities, pursuant to the Policies. For the avoidance of doubt, the Non-Debtor Released Claims shall not include any claims or defenses arising out of or relating to coverage under the Excluded Policies.

pp. "**Non-Debtor Releasees**" means (a) the Non-Debtor Covered Entities; (b) 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 Non-Debtor Covered Entities; and (c) the respective heirs, executors, and estates, as applicable, of each Person listed in clauses (a) and (b), and, as to each person listed in clauses (a), (b), or (c), solely in their capacity as such.

qq. "**Parties**" shall mean more than one Party to this Agreement.

rr. "**Party**" shall mean any of the Debtors, the Non-Debtor Covered Entities or XL.

ss. "**Person**" shall have the meaning set forth in the Plan.

tt. "**Plan**" shall mean the Second Joint Plan, as the same may be amended or modified from time to time pursuant to section 1127 of the Bankruptcy Code, consistent with the terms of the XL Settlement set out in the Second Joint Plan.

uu. "**Plan Effective Date**" shall have the meaning set forth in the Plan for the term "Effective Date."

vv. "**Policies**" means any and all liability insurance policies issued by XL to the Debtors and the Non-Debtor Covered Entities, including Imerys USA, listed on Exhibit 1 hereto. For the avoidance of doubt, the Policies shall not include the Excluded Policies.

ww. "**Protected Party**" shall have the meaning set forth in the Plan.

xx. **"Released Party"** shall have the meaning set forth in the Plan.

yy. "**Reorganized North American Debtors**" shall have the meaning set forth in the Plan.

zz. "**Rio Tinto**" means Rio Tinto America Holdings, Rio Tinto America, Inc., and Rio Tinto Services, Inc.

aaa."**2018 Rio Tinto Defense Costs Reimbursement Agreement**" means the 2018 Rio Tinto Defense Costs Reimbursement Agreement executed by and among Rio Tinto, Zurich, and XL.

bbb. "**Rio Tinto/Zurich Settlement Agreement**" shall have the meaning set forth in the Plan.

ccc.**"Second Joint Plan"** means the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated November 4, 2024 (ECF No. 6726).

ddd. "**Settlement Amounts**" means the Trust Settlement Amount and the California Fire Claim Settlement Amount.

eee."**Settling Talc Insurance Company**" shall have the meaning set forth in the Plan.

fff. "**Supplemental Settlement Injunction Order"** shall have the meaning set forth in the Plan.

ggg. "**Talc Personal Injury Claim**" shall have the meaning set forth in the Plan.

hhh. "**Talc Personal Injury Trust**" shall have the meaning set forth in the Plan.

iii. "**Talc Trustee**" shall have the meaning set forth in the Plan.

jjj. "**Tort Claimants' Committee**" shall have the meaning set forth in the Plan.

kkk. "**Trigger Date**" means, unless waived by the Debtors and XL, the date that the Tort Claimants' Committee or the FCR provides XL with notice that (a) the Confirmation Order and Affirmation Order have been entered and become Final Orders, and (b) the Effective Date has occurred; provided that all of the conditions precedent set forth in Section I.A. shall have been satisfied to the extent not waived pursuant to the terms thereof.

lll. "**Trust Settlement Amount**" means $28.25 million U.S. dollars.

mmm. "**XL**" means XL Insurance America, Inc.

nnn. "**XL California Fire Released Claims**" means 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, whether known or unknown,

suspected or unsuspected, in law or in equity, which the Non-Debtor Covered Entities have, had, may have, or may claim to have against any of the XL Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to the California Fire Claim or the Policies.

ooo. "**XL Corporate Parties**" means XL and the entities listed on Exhibit 3 to this Agreement.

ppp. "**XL Protected Parties**" means (a) the XL Corporate Parties; (b) the direct or indirect shareholders of the XL Corporate Parties; (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 XL Corporate Parties; and (d) with respect to each of the foregoing Person 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 XL Protected Parties exclude the Debtors, the Imerys Protected Parties, the Rio Tinto Protected Parties, the Zurich Protected Parties, the Cyprus Protected Parties, and J&J (each as defined in the Plan).

qqq. "**XL Released Claims**" mean the XL Talc Personal Injury Released Claims and the XL California Fire Released Claims. For the avoidance of doubt, the XL Released Claims shall not include any claims arising out of or relating to coverage under the Excluded Policies.

rrr. "**XL Talc Personal Injury Released Claims**" means 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, whether known or unknown, suspected or unsuspected, in law or in equity, including all Estate Causes of Action, which the

Debtors, on their own behalf and as representatives of their respective Estates, the Reorganized North American Debtors, and the Tort Claimants' Committee and FCR, solely on their own behalf, have, had, may have, or may claim to have against any of the XL Protected Parties, directly or indirectly arising out of, with respect to, or in any way relating to the Talc Personal Injury Claims or the Policies.

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

TERMS OF AGREEMENT AND RELEASES

I. EFFECTIVE DATE AND PAYMENT OF SETTLEMENT AMOUNTS

A. This Agreement shall become effective (the "Effective Date") on the earliest date upon which all of the following conditions precedent have occurred:

(a) Each Party has executed the Agreement;

(b) The Non-Debtor Covered Entities have contributed all of their rights and interests in the Policies to the Debtors pursuant to the Imerys Settlement;

(c) Each of the Consenting Entities have executed their consent to the Agreement; and

(d) The Bankruptcy Court has entered the Confirmation Order and the District Court has entered the Affirmation Order, and each of the Confirmation Order and Affirmation Order shall be a Final Order.

(e) The Confirmation Order and Affirmation Order shall provide:

(i) This Agreement is approved pursuant to Section 363 and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019;

(ii) The Agreement (a) 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; (b) meets the requirements for a sale of the Debtors' property free and clear of any interests of third parties (including the Non-Debtor Covered Entities) in such property pursuant to Section 363(f) of the Bankruptcy Code; and (c) constitutes a purchase in good faith pursuant to section 363(m) of the Bankruptcy Code, and making XL a good faith purchaser under Section 363(m);

(iii) The XL Protected Parties shall be Protected Parties and Released Parties under the Plan;

(iv) The XL Protected Parties, as Protected Parties, shall be entitled to all protections of the Channeling Injunction under the Plan. The Channeling Injunction shall permanently channel all Talc Personal Injury Claims, including any Indirect Talc Personal Injury Claim, against any Protected Party to the Talc Personal Injury Trust, which shall provide that any holder of a Talc Personal Injury Claim shall be permanently and forever stayed, restrained, barred and enjoined from taking any action against a Protected Party for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment of, on, or with respect to any Talc Personal Injury Claim.

(v) The Debtors, for themselves and as representatives of their Estates, Imerys USA, for itself and on behalf of the other Non-Debtor Covered Entities, and the Consenting Entities, unconditionally and irrevocably release the XL Protected Parties from all XL Released Claims (as applicable). For the

avoidance of doubt, the XL Released Claims shall not include any claims arising out of or relating to coverage under the Excluded Policies.

(vi) The XL Protected Parties shall be entitled to all of the protections of the Supplemental Settlement Injunction Order, which shall provide that all Persons are permanently enjoined from pursuing the XL Protected Parties for any XL Talc Personal Injury Released Claim. For the avoidance of doubt, the XL Talc Personal Injury Released Claims shall not include any claims arising out of or relating to coverage under the Excluded Policies.

B. Within ten (10) days after the Trigger Date, XL shall irrevocably and indefeasibly pay the Trust Settlement Amount in full, by wire transferring $28.25 million to the Talc Personal Injury Trust. Not later than the Trigger Date, the Talc Personal Injury Trust shall provide all information needed by XL to pay the Trust Settlement Amount, including providing XL with a Form W-9 containing the Talc Personal Injury Trust's tax identification number, and bank account information sufficient to make the required wire transfer.

C. Within ten (10) days after the Trigger Date, XL shall irrevocably and indefeasibly pay the California Fire Claim Settlement Amount in full, by two wire transfers in the following amounts: (1) $1 million to the Talc Personal Injury Trust; and (2) $1.25 million to Imerys Filtration Minerals, Inc (a Non-Debtor Covered Entity). Not later than the Trigger Date, both of the Talc Personal Injury Trust and Imerys Filtration Minerals, Inc. shall provide all information needed by XL to pay the California Fire Claim Settlement Amount, including providing XL with Form W-9's containing the Talc Personal Injury Trust's and Imerys Filtration Minerals, Inc.'s tax identification number, and bank account information sufficient to make the required wire transfer.

D. XL's payments of the Settlement Amounts are in addition to any and all payments that may have been paid by XL to or for the benefit of the Debtors or any other entity prior to the Effective Date. Any and all payments by XL under, arising out of, related to, or involving the Policies are deemed final and irrevocable payments. The Settlement Amounts shall not be subject to any claims for deductions, setoffs, or charge-backs by XL of any kind, including claims involving recoupment of deductibles, contribution, self-insured retentions, allocated loss adjustment expense, additional premiums, or retrospective or reinstatement premiums under the Policies, proofs of claim and/or any other agreement including the 2018 Rio Tinto Defense Costs Reimbursement Agreement.

E. The Parties expressly agree that the Settlement Amounts, together with any amounts paid by XL prior to the Effective Date, are the total amount the XL Protected Parties are obligated to pay on account of any and all claims by or on behalf of the Debtors and the Non-Debtor Covered Entities arising from or attributable to the Policies. The Parties further expressly agree that this Agreement and the payment of the Settlement Amounts fully satisfies any and all indemnity, defense or other obligations of the XL Protected Parties under the Policies and exhaust the available limits of the Policies.

II. BANKRUPTCY-RELATED OBLIGATIONS

A. Prior to the Execution Date, the Debtors will seek and obtain the Consenting Entities' written consent to the Debtors' entry into this Agreement and their release of all XL Talc Personal Injury Released Claims, which release shall be effective upon payment of the Settlement Amounts in full, and shall furnish evidence of such written consent to XL.

B. The Parties shall cooperate in good faith to ensure that the Confirmation Order and Affirmation Order are entered and become a Final Orders.

C. After the Execution Date, and except to contend that the Debtors or the Non-Debtor Covered Entities has breached this Agreement, the XL Corporate Parties shall not object to the Plan and further shall not seek discovery from the Debtors, the Non-Debtor Covered Entities, the Tort Claimants' Committee or the FCR (and the Debtors, the Non-Debtor Covered Entities, the Tort Claimants Committee and the FCR shall not seek discovery from the XL Corporate Parties) with respect to the Plan in the Chapter 11 Cases and shall not object to the Cyprus Mines Plan (as defined in the Plan) and further shall not seek discovery from any party in the Cyprus Mines Bankruptcy (as defined in the Plan) with respect to the Cyprus Mines Plan. The XL Corporate Parties shall withdraw any and all motions, briefs, pleadings, claims, votes, and objections (if any) in the Chapter 11 Cases. The Proofs of Claims set forth on Exhibit 2 hereto shall be deemed withdrawn on the Execution Date and the XL Corporate Parties shall not file any additional proofs of claim or assert other claims against the Debtors in the Chapter 11 Cases or the debtor in the Cyprus Mines Bankruptcy that have been released pursuant to this Agreement from and after the Execution Date. Such withdrawals set forth in this paragraph shall be without prejudice until the occurrence of the Effective Date at which time such withdrawals shall be deemed to be with prejudice.

D. On the Plan Effective Date, the rights and obligations of the Debtors under this Agreement shall be deemed to have been assigned and transferred to the Talc Personal Injury Trust without need of further action by any Party or Person, and the Talc Personal Injury Trust shall be bound by all of the provisions of this Agreement, including the release of XL Talc Personal Injury Claims as set forth in Section III.A below. The Debtors shall continue to be bound by this Agreement and shall retain the obligations and benefits hereunder to the extent consistent with the Plan.

III. RELEASES

A. Release by Debtors. Effective upon XL's payment of the Settlement Amounts in full and in consideration for payment of the Settlement Amounts and all other consideration provided herein, the Talc Personal Injury Trust, the Debtors, on behalf of themselves, their Estates and successors, and the Reorganized North American Debtors, hereby are deemed to (a) fully, finally and forever waive, acquit, surrender, relinquish, discharge and release the XL Protected Parties from any and all XL Talc Personal Injury Released Claims to the fullest extent permitted by law, (b) withdraw any and all requests, demands, or tenders for defense or indemnity previously submitted by or on behalf of the Debtors to XL Protected Parties with respect to any XL Talc Personal Injury Released Claims, and (c) surrender, relinquish, and release any further right to tender or present any claims by or on behalf of the Talc Personal Injury Trust or the Debtors with respect to any XL Talc Personal Injury Released Claims. By virtue of the foregoing release, the XL Protected Parties shall have no duty to defend or indemnify the Debtors, the Non-Debtor Covered Entities, the Talc Personal Injury Trust or the Reorganized North American Debtors with respect to any claims based on, arising from, or attributable to the XL Talc Personal Injury Released Claims. For the avoidance of doubt, the foregoing releases and the XL Talc Personal Injury Released Claims shall not include any claims arising out or relating to coverage under the Excluded Policies.

B. Release by the Non-Debtor Covered Entities. Effective upon XL's payment of the California Fire Claim Settlement Amount in full and in consideration for payment of the California Fire Claim Settlement Amount, Imerys USA, on behalf of itself and the other Non-Debtor Covered Entities, hereby is deemed to (a) fully, finally and forever waive, acquit, surrender, relinquish, discharge and release the XL Protected Parties from any and all XL California Fire

Released Claims to the fullest extent permitted by law, (b) withdraw any and all requests, demands, or tenders for defense or indemnity previously submitted by or on behalf of the Non-Debtor Covered Entities to XL Protected Parties with respect to any XL California Fire Released Claims, and (c) surrender, relinquish, and release any further right to tender or present any claims by or on behalf of the Non-Debtor Covered Entities with respect to any XL California Fire Released Claims. By virtue of the foregoing release, the XL Protected Parties shall have no duty to defend the Non-Debtor Covered Entities with respect to any claims based on, arising from, or attributable to the XL California Fire Released Claims. For the avoidance of doubt, the foregoing releases and the XL California Fire Released Claims shall not include any claims arising out or relating to coverage under the Excluded Policies

C. Debtor Release by XL. Effective upon the occurrence of the Trigger Date, the XL Protected Parties hereby are deemed to (a) fully, finally and forever waive, acquit, surrender, relinquish, discharge and release the Debtor Releasees from any and all of the Debtor Released Claims to the fullest extent permitted by law, and (b) withdraw any and all requests or demands or tenders for defense or indemnity, including reimbursement of payments made by XL, previously submitted by or on behalf of XL to any of the Debtor Releasees related to or in connection with any Debtor Released Claims. By virtue of the foregoing release, the Debtor Releasees shall have no further obligations to the XL Protected Parties with respect to any Claims based on, arising from, or attributable to the Debtor Released Claims. For the avoidance of doubt, the foregoing releases and the Debtor Released Claims shall not include any claims or defenses arising out of or relating to coverage under the Excluded Policies.

D. Non-Debtor Release by XL. Effective upon the occurrence of the Trigger Date, the XL Protected Parties hereby are deemed to (a) fully, finally and forever waive, acquit,

surrender, relinquish, discharge and release the Non-Debtor Releasees from any and all of the Non-Debtor Released Claims to the fullest extent permitted by law, and (b) withdraw any and all requests or demands or tenders for defense or indemnity, including reimbursement of payments made by XL, previously submitted by or on behalf of XL to any of the Non-Debtor Releasees related to or in connection with any Non-Debtor Released Claims. By virtue of the foregoing release, the Non-Debtor Releasees shall have no further obligations to the XL Protected Parties with respect to any claims based on, arising from, or attributable to the Non-Debtor Released Claims. For the avoidance of doubt, the foregoing releases and the Non-Debtor Released Claims shall not include any claims or defenses arising out of or relating to coverage under the Excluded Policies.

E. Unknown or Future Claims. The Parties expressly acknowledge that there may be changes in the law or the Parties may hereafter discover facts different from, or in addition to, those that they now believe to be true with respect to any and all of the claims released in Sections III.A, III.B, III.C and III.D above. Nevertheless, the Parties hereby agree that (subject to Section IV below) the releases set forth in Sections III.A, III.B, III.C and III.D above shall be and remain effective in all respects, notwithstanding any changes in the law or the discovery of such additional or different facts.

In addition, the Parties acknowledge they have been advised by their respective legal counsel and are familiar with the provisions of section 1542 of the California Civil Code, which provides:

> **A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of the executing of the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

The Parties expressly waive and relinquish any and all rights or benefits they have or may have under California Civil Code § 1542 and under any other federal or state statute, rule, law, or common law principle of similar effect as to such releases to the full extent that such right or benefit may be lawfully waived related to the releases given in this Agreement. In connection with the waiver and relinquishment of rights or benefits under Civil Code § 1542, each Party acknowledges that it fully understands that facts may later be discovered in addition to or different from those facts which are now known or believed to be true with respect to the subject matter of this Agreement, and that it is his, her, or its intention hereby to fully, finally and forever release all claims, obligations, and matters released herein, known or unknown, suspected or unsuspected, which now exist, may exist in the future, and/or have ever existed in the past as to the matters released in this Agreement.

F. Agreement Rights and Obligations Not Affected. The releases set forth in Sections III.A, III.B, III.C and III.D of this Agreement are not intended to, and shall not, extend to or otherwise release any rights, privileges, benefits, duties, or obligations of the Parties by reason of, or otherwise arising from, this Agreement.

IV. CONDITIONS PRECEDENT AND VOIDABILITY

A. This Agreement shall become null and void upon the occurrence of any of the following contingencies unless waived by the Parties pursuant to a writing signed by each Party: (1) the entry at any time by the Bankruptcy Court of an order confirming a Chapter 11 plan of reorganization for the Debtors that is not the Plan; (2) the entry by the Bankruptcy Court of any order stating that an XL Protected Party is not a Settling Talc Insurance Company or that otherwise contravenes the designation of an XL Protected Party entitled to status as a Protected Party or Released Party under the Plan; (3) the entry of any order by the Bankruptcy Court that contravenes

the designation of the Non-Debtor Covered Entities as Protected Parties under the Plan, or does not approve the Imerys Settlement set forth in the Plan; (4) the entry of an order by the Bankruptcy Court denying approval of this Agreement; (5) the entry prior to the Trigger Date of an order by the Bankruptcy Court converting the Chapter 11 Cases into cases under Chapter 7 of the Bankruptcy Code or dismissing the Chapter 11 Cases; (6) the entry of an order by the Bankruptcy Court appointing a trustee or an examiner substantially possessing the rights, powers, and duties of a bankruptcy trustee in the Chapter 11 Cases; (7) the approval by the Bankruptcy Court of a Plan which does not channel all current and future Talc Personal Injury Claims to the trust as per the terms and conditions of an injunction entered pursuant to sections 524(g) and 105 of the Bankruptcy Code and as provided in the Plan; and (8) the approval by the Bankruptcy Court of a Plan which does not provide for the assignment of claims against the XL Protected Parties for contribution, indemnity and defense (including any claims for settlement amounts paid pursuant to the Rio Tinto/Zurich Settlement Agreement) of Zurich and the Rio Tinto Settling Parties, as defined in the Rio Tinto/Zurich Settlement Agreement, to the Talc Personal Injury Trust, or otherwise provide for the release of those claims.

B. Notwithstanding anything in the Agreement to the contrary, in the event that this Agreement becomes null and void pursuant to Section IV.A above, then: (1) this Agreement, except for this Section IV and any definitions of capitalized terms used herein (which Sections shall remain in full force and effect), shall be vitiated and shall be a nullity; (2) XL shall not be obligated to pay the Settlement Amounts pursuant to this Agreement; (3) the XL Protected Parties shall not be designated as a Settling Talc Insurance Company or included under any injunction in the Plan or the Confirmation Order, and the XL Protected Parties shall not be entitled under this Agreement or the Plan to assert as a defense to any claim any benefit of any injunction under the

Plan or contained within the Confirmation Order; (4) the Parties shall have all of the rights, defenses, and obligations under or with respect to any and all of the Policies that they would have had absent this Agreement; and (5) any and all otherwise applicable statutes of limitations or repose, or other time-related limitations, shall be deemed to have been tolled for the period from the Execution Date through the date on which this Agreement becomes null and void in accordance with Section IV.A above, and no Party shall assert or rely on any time-related defense to any claim by any other Party related to such period.

V. JUDGMENT REDUCTION

In the event that any entity obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from an XL Protected Party as a result of a claim for contribution, subrogation, indemnification, or other similar claim against an XL Protected Party for the alleged share or equitable share of the XL Protected Party, or to enforce subrogation rights, if any, of the defense or indemnity obligation of an XL Protected Party for any claims released in Section III.A or III.C above, the Talc Personal Injury Trust shall voluntarily reduce its judgment(s) or claim(s) against, or settlement with, such other entity to the extent necessary to eliminate such contribution, subrogation, or indemnification claims against the XL Protected Party. To ensure that such a reduction is accomplished, the XL Protected Parties shall be entitled to assert this paragraph as a defense to any action against them for any such portion of the judgment or claim and shall be entitled to have the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect XL Protected Parties from any liability for the judgment or claim.

VI. CONTRIBUTION CLAIMS

XL agrees to not assert or file any new claim seeking contribution, indemnity, or defense against another insurer or other Person in order to recover any portion of the Settlement Amounts or other amounts previously paid by XL to the Debtors or the Non-Debtor Covered Entities under or with respect to the XL Released Claims. Nothing contained in this Agreement shall be construed to prohibit an XL Protected Party from making a claim against any reinsurer or from pursuing its recoveries from any reinsurer in its capacity as such, regardless of the identity or affiliation of the reinsurer. To the extent that the Debtors or the Talc Personal Injury Trust settles claims arising out of Talc Personal Injury Claims with any other insurer or other Person, the Debtors or the Talc Personal Injury Trust, as applicable, will use best efforts to obtain a waiver of that other insurer's or other Person's claims seeking contribution, indemnity, or defense against XL Protected Parties based upon, arising out of, or in any way attributable to such Talc Personal Injury Claims. Such waiver may be accomplished by an assignment of such claims to the Talc Personal Injury Trust, which such claims will be subject to the release in Section III. As of the Plan Effective Date, each of the Rio Tinto Settling Parties and Zurich, as defined in the Rio Tinto/Zurich Settlement Agreement, shall have assigned all claims against the XL Protected Parties for contribution, indemnity or defense, including any claims arising out of settlement amounts paid pursuant to the Rio Tinto/Zurich Settlement Agreement and any claims arising out of the 2018 Rio Tinto Defense Costs Reimbursement Agreement (any such claim being a Rio Tinto/Zurich Credit Contribution as defined in the Rio Tinto/Zurich Settlement Agreement), to the Talc Personal Injury Trust, to be released pursuant to Section III of this Agreement.

VII. COOPERATION

A. Each Party shall use its reasonable efforts to obtain the outcomes sought by this Agreement, and to take such steps and execute such documents as may be reasonably necessary and proper to effectuate the purpose and intent of this Agreement and to preserve its validity and enforceability. In the event that any action or proceeding is commenced or prosecuted by any Person to invalidate or prevent the validation, enforcement, or carrying out of all or any provisions of this Agreement, the Parties mutually agree to cooperate fully in opposing such action or proceeding.

B. Each of the Parties shall reasonably cooperate with each of the other Parties in responding to or opposing any motion, objection, claim, assertion, or argument by any third party that this Agreement is not binding, or should be avoided, or that valuable and fair consideration or reasonably equivalent value have not been exchanged pursuant to this Agreement.

VIII. NO ADMISSIONS AND NON-ADMISSIBILITY OF THE AGREEMENT

Nothing contained in this Agreement, or in any negotiations, discussions, correspondence or other materials of any kind relating to this Agreement or relating to the negotiation of this Agreement, shall be deemed to be an admission on the part of the Parties with respect to any matter or any factual or legal issue of any kind. Except as may be necessary to seek or obtain entry of the order approving this settlement under Bankruptcy Code section 9019 or the Confirmation Order in the Chapter 11 Cases, to enforce the terms of this Agreement, or as may be necessary or useful in the pursuit by an XL Protected Party of a reinsurance recovery for sums to be paid under this Agreement, neither this Agreement itself, nor any negotiations, discussions, correspondence, or other materials of any kind relating to this Agreement or relating to the negotiation of this Agreement, shall be discoverable or admissible in any legal or equitable proceeding of any kind,

including any lawsuit, mediation, arbitration, administrative proceeding, or action, or any other proceeding or action of any kind.

IX. BINDING EFFECT OF AGREEMENT

Upon the Effective Date, all terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns, and the Talc Personal Injury Trust.

X. DISPUTE RESOLUTION

If any dispute should arise concerning the terms, meaning, or implementation of this Agreement, the Parties agree to use their best efforts to reach a prompt resolution of such dispute. If the Parties are unable to reach an agreement, they shall proceed to mediation. Either Party may initiate litigation in an appropriate forum, including the Bankruptcy Court to the extent the Bankruptcy Court has both subject matter and personal jurisdiction, but no Party may initiate litigation until after a mediation has commenced and the mediator has determined that the Parties' mediation has reached an impasse.

XI. CONSTRUCTION OF AGREEMENT

A. The Parties represent and acknowledge that they have participated in the preparation and drafting of this Agreement or have each given their approval to all of the language contained in this Agreement, and it is expressly agreed and acknowledged that if any of the Parties later asserts that there is an ambiguity in the language of this Agreement, such asserted ambiguity shall not be presumptively construed for or against any other Party on the basis that one Party drafted the language of this Agreement or played a greater role in the drafting of the language.

B. The headings of this Agreement are asserted for convenience and are not part of the provisions hereof and shall have no force or effect.

C. If any provision of this Agreement or application thereof is held to be invalid or unenforceable, the remainder of this Agreement shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties. Notwithstanding the foregoing, the provisions in this Agreement regarding Payment (Section I) and Releases (Section III) and the definitions of the defined terms that appear in those provisions shall not be severable from this Agreement.

XII. MEDICARE AND OTHER THIRD-PARTY CLAIMS

A. XL's payment obligations under this Agreement are solely to pay the Talc Personal Injury Trust and appropriate Non-Debtor Covered Entity, as set forth in Section I above. In no event shall an XL Protected Party pay or be obligated to pay directly any claimant, representative of any claimant or the Debtors' defense counsel on account of any Talc Personal Injury Claim.

B. An XL Protected Party shall not have any responsibility to make any required reports (or to make any payments owed or sums to be paid) to Medicare or to the United States government or any agency or instrumentality thereof pursuant to the Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b)(2) and/or under any regulations promulgated thereunder including 42 C.F.R. § 411.20 et seq. with respect to any payment the Debtors or the Talc Personal Injury Trust receives under this Agreement.

C. The Talc Personal Injury Trust shall be designated as the "RRE Agent."

D. The RRE Agent shall, at its sole expense, act as XL's reporting agent, and shall timely submit all reports that are required by a Responsible Reporting Entity under the reporting provisions of Section III of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173) or any other similar statute or regulation ("MMSEA") on account of Talc Personal Injury Claims paid by the RRE Agent. The RRE Agent shall follow all applicable guidance

published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports under MMSEA (collectively, "CMS") to determine whether or not and, if so, how to report to CMS pursuant to MMSEA.

E. The RRE Agent shall provide a written notification to XL within ten (10) Business Days following receipt of any notification from CMS that any report was rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance.

1. With respect to any reports rejected or otherwise identified as noncompliant by CMS, the RRE Agent shall, at XL's request, promptly provide copies of the original reports submitted to CMS, as well as any response received from CMS with respect to such reports. The RRE Agent shall reasonably undertake to remedy any issues of noncompliance that CMS identifies and to resubmit such reports to CMS. Upon request by XL, the RRE Agent shall provide copies of such resubmissions. With respect to copies of original reports and resubmissions provided under this Section XII.E.1, the RRE Agent may redact from such copies the names, social security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, claimants, guardians, conservators, and/or other personal representatives, as applicable.

2. All documentation that the RRE Agent relies upon in making a determination that a payment does not have to be reported to CMS shall be maintained for a minimum of six (6) years following such determination.

F. Absent guidance to the contrary from CMS, the Secretary of Health and Human Services or a controlling court, including the United States Court of Appeals for the Third Circuit,

the Talc Personal Injury Trust (or the Debtors, as appropriate) is not required by this Agreement to report any Talc Personal Injury Claim for a claimant who alleges that exposure to or ingestion of talc or talc-containing product for which the Debtors allegedly are responsible took place exclusively before December 5, 1980.

G. In the event that CMS concludes that reporting done by the RRE Agent in accordance with this Section is or may be deficient in any way, and has not been corrected to the satisfaction of CMS in a timely manner, or if CMS communicates to the RRE Agent or XL a concern with respect to the sufficiency or timeliness of such reporting or non-reporting, then XL shall have the right to submit its own reports to CMS under MMSEA, and the RRE Agent shall provide to XL such information as either may require to comply with MMSEA including the full reports filed by the RRE Agent without any redactions. XL shall keep any information received from the RRE Agent pursuant to this Paragraph confidential and shall not use such information for any purpose other than meeting obligations under MMSEA.

H. The Talc Personal Injury Trust shall obtain, prior to remittance of funds to claimants' counsel or the claimant, if pro se, in respect of any Talc Personal Injury Claim, a certification from the claimant to be paid that said claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Talc Personal Injury Claim. The Talc Personal Injury Trust shall provide a certification of its compliance with this Section to XL upon XL's request, but not more often than quarterly.

I. Compliance with the requirements of this Section shall be a material obligation of the Talc Personal Injury Trust in favor of XL under this Agreement.

XIII. REPRESENTATIONS, WARRANTIES, AND OTHER MISCELLANEOUS PROVISIONS

A. Each Party represents and warrants that, subject to the Trigger Date, it has taken all necessary corporate and legal action required to duly approve the making and performance of this Agreement and that no further action is necessary to make this Agreement binding and legally enforceable according to its terms.

B. Each Party represents and warrants that, to the best of its knowledge and belief, the making and performance of this Agreement will not violate any provision of law or any of its respective articles of incorporation or bylaws or any contract or agreement by which it is bound.

C. Each Party represents and warrants that (1) it is the owner of the rights and claims to be compromised and released by it under this Agreement and (2) it has not assigned or transferred to any Person any such right or claim or other matter to be compromised and released hereunder.

D. Each Party represents and warrants that this Agreement is supported by valid and lawful consideration sufficient to make all aspects of this Agreement legally binding and enforceable on and after the Trigger Date.

E. Each Party represents and warrants that this Agreement has been entered into in good faith, as a result of arm's-length negotiations, with advice of counsel, and that this Agreement represents a fair, reasonable, proportionate, and good faith compromise of disputed claims, disputed liabilities and disputed issues.

F. Each Party represents and warrants that it has read this Agreement in its entirety, fully understands all of its terms and the consequences thereof, and that the individual signing this Agreement on its behalf has full and complete authority and competency to legally bind it

to all terms and consequences of this Agreement, subject, in the case of the Debtors to the entry of the Confirmation Order and Affirmation Order.

G. This Agreement (including the exhibits attached to it), together with the Plan and the Disclosure Statement, sets forth the entire agreement among the Parties as to its subject matter, and supersedes any and all prior or contemporaneous statements, agreements, negotiations, or understandings, whether written or verbal.

H. All notices, demands, or other communications to be provided pursuant to this Agreement shall be in writing and sent by electronic mail and overnight mail (or United States first-class mail, postage prepaid), to the other Parties and Consenting Entities at the addresses set forth below, or to such other persons or addresses as the Parties or Consenting Entities may designate in writing from time to time:

For XL:

Keith Moskowitz, Esq.
Patrick C. Maxcy, Esq.
Dentons US LLP
233 South Wacker Drive
Suite 5900
Chicago, IL 60606
keith.moskowitz@dentons.com
patrick.maxcy@dentons.com

with a copy to:

XL:

Kevin Spencer
14643 Dallas Parkway, Suite 770
Dallas, TX 75254
Kevin.Spencer@xlcatlin.com

For Debtors:

Angela R. Elbert, Esq.
Neal Gerber & Eisenberg LLP
2 N. LaSalle, Ste. 1700
Chicago, IL 60602
aelbert@nge.com

with a copy to:

Kimberly A. Posin, Esq.
Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
kim.posin@lw.com

For Imerys USA:

William J. Beausoleil
Hughes Hubbard & Reed LLP
One Battery Park Plaza, 16th Floor
New York, NY 10004-1482
william.beausoleil@hugheshubbard.com

For the Consenting Entities:

For the Consenting Entities:

Kami E. Quinn, Esq.
Gilbert LLP
700 Pennsylvania Ave. SE
Washington, DC 20003
quinnk@gilbertlegal.com

with a copy to:

Tort Claimants' Committee:

Natalie D. Ramsey
Robinson & Cole LLP
1201 North Market Street
Suite 1406
Wilmington, DE 19801
Direct 302.516.1702
nramsey@rc.com

FCR:

Edwin J. Harron, Esq.
Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, DE 19801
eharron@ycst.com

I. This Agreement may be amended only by a writing signed by or on behalf of each Party and, if before the Effective Date, each of the Consenting Entities.

J. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Execution of this Agreement may be effected by PDF or other electronic transmission of executed copies of the signature pages delivered to counsel for the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

IMERYS TALC AMERICA, INC. (on behalf of itself and each of the Debtors in the Chapter 11 Cases)

By: _____

Name: _____

Title: _____

Date: _____

IMERYS USA, INC. (on behalf of itself and each of the Non-Debtor Covered Entities)

By: _____

Name: _____

Title: _____

Date: _____

XL INSURANCE AMERICA, INC.

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Consenting Entitles have consented to this Agreement as of the last date indicated below.

TORT CLAIMANTS' COMMITTEE	**FCR**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit 1
XL Insurance Policies Issued to Imerys USA, Inc. and its Affiliates

Issuing Insurer	Policy No.	Policy Period
XL Insurance America, Inc.	US00006616LI11A	1/1/2011 – 1/1/2012
XL Insurance America, Inc.	US00006617LI11A	1/1/2011 – 1/1/2012
XL Insurance America, Inc.	US00006616LI12A	1/1/2012 – 1/1/2013
XL Insurance America, Inc.	US00006617LI12A	1/1/2012 -1/1/2013
XL Insurance America, Inc.	US00006616LI13A	1/1/2013 – 1/1/2014
XL Insurance America, Inc.	US00006617LI13A	1/1/2013 – 1/1/2014
XL Insurance America, Inc.	US00006616LI14A	1/1/2014 – 1/1/2015
XL Insurance America, Inc.	US00006617LI14A	1/1/2014 – 1/1/2015

Exhibit 2
XL Proofs of Claims Filed in the Chapter 11 Cases

Proof of Claim Number	Claimant	Debtor
138	XL Insurance America, Inc.	Imerys Talc America, Inc.
150	XL Insurance America, Inc.	Imerys Talc Vermont, Inc.
225	XL Insurance America, Inc.	Imerys Talc America, Inc.
881	XL Insurance America, Inc.	Imerys Talc America, Inc.
903	XL Insurance America, Inc.	Imerys Talc Vermont, Inc.
930	XL Insurance America, Inc.	Imerys Talc Vermont, Inc.

Exhibit 3
XL Corporate Parties

- **XL Insurance America, Inc.**
- **Greenwich Insurance Company**
- **XL Specialty Insurance Company**
- **X.L. America, Inc.**

EXHIBIT E

J&J Settlement Agreement

AMENDED AND RESTATED SETTLEMENT AGREEMENT AND RELEASE

This Amended and Restated Settlement Agreement and Release ("**Agreement**") is entered into by and between Imerys Talc America, Inc. ("**ITA**"), Imerys Talc Vermont, Inc. ("**ITV**"), Imerys Talc Canada Inc. ("**ITC**"), and Imerys Talc Italy S.p.A. ("**ITI**" and collectively with ITA, ITV and ITC, the "**Imerys Debtors**"), Imerys S.A. (collectively with the Imerys Debtors, the "**Imerys Parties**"), Cyprus Mines Corporation (the "**Cyprus Debtor**" and, together with the Imerys Debtors, the "**Debtors**"), Cyprus Amax Minerals Company ("**CAMC**," and together with the Cyprus Debtor, the "**Cyprus Parties**"), the TCCs and FCRs (defined below, and collectively, the "**Claimant Fiduciaries**") and, solely with respect to Sections 6.2, 6.3, 6.4 and 6.5 of this Agreement, Rio Tinto America Inc. ("**Rio Tinto**") and Zurich American Insurance Company, in its own capacity and as successor-in-interest to Zurich Insurance Company, U.S. Branch ("**Zurich**"), on the one hand, and Johnson & Johnson and any successor thereto, Johnson & Johnson Holdco (NA) Inc. (f/k/a J&J Intermediate Holding Corp.) ("**New Holdco**") and any successor thereto, Pecos River Talc LLC ("**Pecos River**") and any successor thereto, and Red River Talc LLC ("**Red River**") and any successor thereto (collectively, "**J&J"** and, collectively with the Debtors, Imerys S.A., CAMC, and the Claimant Fiduciaries, the "**Parties**"), on the other hand. This Agreement amends and restates the Settlement Agreement and Release executed by certain of the Parties as of July 13, 2024 (the "**Original Agreement**"). Capitalized terms appearing in this Agreement have the meanings set out in Section 1, Additional Definitions, below or elsewhere in this Agreement.

RECITALS

WHEREAS, from 1965 to 1989, Windsor Minerals, Inc. ("**Windsor**" n/k/a ITV) was a wholly-owned subsidiary of Johnson & Johnson and supplied talc to its corporate parent;

WHEREAS Johnson & Johnson sold Windsor to the Cyprus Debtor through a Stock Purchase Agreement dated as of January 6, 1989 (the "**1989 SPA**");

WHEREAS, in 1992, the Cyprus Debtor transferred talc-related assets and liabilities, including its stock in Windsor, to a subsidiary, Cyprus Talc Corporation ("**CTC**," n/k/a ITA), pursuant to an Agreement of Transfer and Assumption, dated June 5, 1992 (the "**1992 ATA**"), and the outstanding stock of CTC was purchased by Rio Tinto (which was then named RTZ America Inc.) through a Stock Purchase Agreement, dated June 5, 1992 (the "**1992 SPA**");

WHEREAS, in 2011, Mircal S.A. entered into an agreement with Rio Tinto to purchase the stock of the Rio Tinto Group's talc operations, including the stock of Luzenac America, Inc. (n/k/a ITA) and Windsor (n/k/a ITV). The stock purchase agreement entitled Mircal S.A. to substitute other members of the Imerys Group[1] to acquire individual talc-related entities from the Rio Tinto Group and Mircal S.A. exercised that right to cause Imerys Minerals Holding Limited (UK) to acquire the outstanding shares of Luzenac America, Inc.;

WHEREAS, certain Debtors or their related entities supplied talc to certain J&J Corporate Parties (defined below) for use in products through several supply agreements—(i) 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**"), as amended (the "**1996 Amendment to the 1989 Supply Agreement**"); (ii) that certain Supply Agreement between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated April 15, 2001 (the "**2001 Supply Agreement**"), as amended (the "**2004 Amendment to the 2001 Supply Agreement**"); (iii) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc.

[1] The Imerys Group is a French multinational corporation comprised of over 200 affiliated entities directly and indirectly owned by non-debtor affiliate Imerys S.A.

and Luzenac America, Inc., dated as of January 1, 2010 (the "**2010 Supply Agreement**"); and (iv) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2011 (the "**2011 Supply Agreement**");

WHEREAS, J&J asserts that (i) on October 12, 2021, Johnson & Johnson Consumer, Inc. ("**Old JJCI**") implemented a corporate restructuring pursuant to which Old JJCI ceased to exist and two new entities were created: (a) Johnson & Johnson Consumer Inc. (which subsequently changed its name to Johnson & Johnson Holdco (NA) Inc.) ("**Old Holdco**"), and (b) LTL Management LLC (which subsequently changed its name to LLT Management LLC) ("**LLT**"); (ii) as a result of such corporate restructuring of Old JJCI, LLT was allocated Old JJCI's liabilities for current and future talc Claims (as defined below) and certain assets; (iii) on August 19, 2024, Old Holdco and LLT implemented a corporate restructuring pursuant to which each such entity ceased to exist and three new entities were created: (a) New Holdco; (b) Red River; and (iii) Pecos River; and (iv) as a result of such corporate restructuring of Old Holdco and LLT, Red River was allocated the J&J Agreements (as defined below) and the Original Agreement, and all of the rights and obligations of Old Holdco and LLT thereunder;

WHEREAS, J&J represents that the total limits of solvent remaining primary and excess insurance policies issued to J&J by third-party insurers that provide coverage for talc personal injury claims are approximately $1.5 billion;

WHEREAS, the Parties assert that some or all of the 1989 SPA, the 1989 Supply Agreement, the 1996 Amendment to the 1989 Supply Agreement, the 2001 Supply Agreement, the 2004 Amendment to the 2001 Supply Agreement, the 2010 Supply Agreement, and the 2011 Supply Agreement (collectively, the "**J&J Agreements**") contain various indemnification

provisions and the parties to, and third-party beneficiaries of, those agreements may have rights and Claims against each other, including, contractual indemnification, contribution, subrogation, equitable indemnification and other Claims, including under common law;

WHEREAS, numerous talc personal injury claims have been brought against one or more of the Parties seeking damages and other relief for injury allegedly caused by exposure to talc, and the Parties expect that such talc personal injury claims will continue to be made in the future;

WHEREAS, disputes have arisen as to (i) the existence and scope of any obligation of the J&J Corporate Parties to indemnify the Debtors and/or the Debtor Corporate Parties under the J&J Agreements, (ii) the existence and scope of any obligation of certain Debtors and/or Debtor Corporate Parties to indemnify the J&J Corporate Parties under the J&J Agreements, (iii) Claims the Parties may have against each other relating to the J&J Agreements or otherwise related to the supply of talc by the Debtors to any J&J Corporate Party, and (iv) other Claims the Parties may have against each other arising out of or relating to the Talc Personal Injury Claims, including Estate Causes of Action Against J&J and contribution, subrogation, equitable indemnification, and other Claims, including under common law;

WHEREAS, on February 13, 2019, ITA, ITV, and ITC each filed a voluntary petition for relief with the Bankruptcy Court under chapter 11 of the Bankruptcy Code, commencing the chapter 11 cases of ITA, ITV and ITC (jointly administered at Case No. 19-10289 (LSS)) (such cases, including to the extent ITI commences its own chapter 11 case, the "**Imerys Chapter 11 Cases**");[2]

WHEREAS, on February 11, 2021, the Cyprus Debtor filed a voluntary petition for relief with the Bankruptcy Court under chapter 11 of the Bankruptcy Code, commencing its chapter 11

[2] Unless otherwise noted, citations and references to documents filed in the Imerys Chapter 11 Cases are to filings made in the lead Imerys Chapter 11 Case and adhere to the following format: Imerys D.I. [__].

case (Case No. 21-10398 (LSS)) (such case, the "**Cyprus Chapter 11 Case**" and, together with the Imerys Chapter 11 Cases, the "**Chapter 11 Cases**");[3]

WHEREAS, on January 9, 2020, J&J filed proofs of claims in the Imerys Chapter 11 Cases (POC #915, #922, #926) (the "**J&J Proofs of Claim**"), asserting claims for indemnification, contribution, and otherwise;

WHEREAS, on June 15, 2020, the Cyprus Parties commenced Adversary Case No. 20-50626-LSS in the Bankruptcy Court against ITA, ITV, Johnson & Johnson, and Old JJCI seeking declaratory judgments regarding Johnson & Johnson and Old JJCI's obligations under certain of the J&J Agreements (the "**Cyprus Adversary Proceeding**");

WHEREAS, J&J sought to dismiss the Cyprus Adversary Proceeding by filing (i) on July 29, 2020, *Johnson & Johnson and Johnson & Johnson Consumer Inc.'s Motion to Dismiss the Claims against Them for Lack of Subject Matter Jurisdiction, or, in the Alternative, to Abstain, or to Sever and Transfer* (Cyprus Adv. Pro. D.I. 9) and an opening brief in support of such motion (Cyprus Adv. Pro. D.I. 10) and (ii) on September 16, 2020, *Johnson & Johnson and Johnson & Johnson Consumer Inc.'s Reply in Further Support of Its Motion to Dismiss the Claims Against Them for Lack of Subject Matter Jurisdiction, or, in the Alternative, to Abstain, or to Sever and Transfer* (Cyprus Adv. Pro. D.I. 23);

WHEREAS, the Cyprus Parties opposed J&J's motion to dismiss the Cyprus Adversary Proceeding by filing, on September 1, 2020, the *Cyprus Mines Corporation's and Cyprus Amax Minerals Company's Opposition to Johnson & Johnson and Johnson & Johnson Consumer Inc.'s Motion to Dismiss* (Cyprus Adv. Pro. D.I. 20);

[3] Unless otherwise noted, citations and references to documents filed in the Cyprus Chapter 11 Case adhere to the following format: Cyprus D.I. [__].

WHEREAS, on January 27, 2021, the Bankruptcy Court authorized the Imerys Debtors to solicit votes on the *Ninth Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (Imerys D.I. 2852) (the "**2021 Imerys Plan**");

WHEREAS, on March 2, 2021, J&J filed *Johnson & Johnson's Objection and Reservation of Rights Regarding Debtors' Notice of Assumption of Certain Johnson & Johnson Contracts* in the Imerys Chapter 11 Cases (Imerys D.I. 3022);

WHEREAS, J&J opposed the 2021 Imerys Plan, including the proposed trust distribution procedures (the "**2021 TDP**"), and sought both extensive discovery on and clarification of the Imerys Debtors' process, substance, and treatment of J&J under the 2021 Imerys Plan and 2021 TDP;

WHEREAS, the Imerys Debtors disagreed with J&J's objections to the 2021 Imerys Plan including the 2021 TDP;

WHEREAS, on July 27, 2021, ITA and ITV commenced Adversary Case No. 21-51006-LSS in the Bankruptcy Court against Johnson & Johnson and Old JJCI seeking declaratory judgments regarding Johnson & Johnson and Old JJCI's obligations under certain J&J Agreements (the "**Imerys Adversary Proceeding**" and, together with the Cyprus Adversary Proceeding, the "**Adversary Proceedings**");

WHEREAS, on September 21, 2021, J&J filed a motion to dismiss the Imerys Adversary Proceeding (Imerys Adv. Pro. D.I. 56) and an opening brief in support of such motion (Imerys Adv. Pro. D.I. 57);

WHEREAS, as of the Execution Date, the Bankruptcy Court has not yet ruled on the motions to dismiss filed in either of the Adversary Proceedings;

WHEREAS, on October 13, 2021, the Court issued an opinion in the Imerys Chapter 11 Cases excluding 15,719 votes (Imerys D.I. 4239), and also on October 13, 2021, the Imerys Debtors filed a notice cancelling their confirmation hearing and suspending all confirmation deadlines (Imerys D.I. 4243);

WHEREAS, on January 31, 2024, the Imerys Debtors and the Cyprus Debtor filed the Plans, new disclosure statements, and the *Ivory America/Cyprus Personal Injury Trust Distribution Procedures* (Imerys D.I. 6051-1; Cyprus D.I. 2132-2) (the "**2024 TDP**");

WHEREAS, J&J has stated that it opposes the Plans, including the 2024 TDP, and intends to object to their confirmation and approval absent the settlement embodied in this Agreement;

WHEREAS, the Imerys Parties have asserted they are additional insureds with respect to J&J Policies (as defined herein) for a period of time, and J&J believes that the Imerys Parties may be entitled, at most, to a *de minimis* percentage of the proceeds of such J&J Policies;

WHEREAS, the Imerys Parties, the Cyprus Parties, and the Claimant Fiduciaries, on the one hand, and the J&J Corporate Parties, on the other hand, wish to fully and finally resolve the disputes described above in these recitals, and to provide for the other consideration, promises, releases, and covenants set forth in this Agreement;

WHEREAS, in furtherance of the compromise and resolution of such disputes, the Debtors have agreed to sell, and J&J has agreed to purchase, all rights and claims against the J&J Corporate Parties, or any of them, under the J&J Agreements and in respect of the Debtor J&J Released Claims (defined below) pursuant to section 363 of the Bankruptcy Code, and to compromise and settle any and all such claims and disputes pursuant to Bankruptcy Rule 9019, subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Claimant Fiduciaries have agreed to support such settlement, subject to the terms and conditions set forth in this Agreement;

WHEREAS, J&J is agreeing not to pursue its objections to the Plans, including the 2024 TDP, as each is revised to be consistent with this Agreement, in reliance on this Agreement and the compromises set forth herein, including that the 2024 TDP will not be used as a basis for the Debtors or the Talc Personal Injury Trust to assert claims against the J&J Corporate Parties, including, without limitation, under the J&J Agreements or otherwise; and

WHEREAS, the Imerys Debtors, the Cyprus Debtor, and each of the Claimant Fiduciaries believe the settlement reflected in this Agreement is in the best interests of the Debtors' estates and claimants.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the other mutual considerations, promises, releases, and covenants set forth below, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ADDITIONAL DEFINITIONS

The following additional definitions apply to this Agreement. The singular form of a word includes the plural and vice versa; the disjunctive "or" is not exclusive and thus includes the conjunctive "and"; all pronouns apply to the male, female, and neutral genders; the word "any" includes the word "all" and vice versa; the words "includes" and "including" are without limitation; and the past tense of a word includes the present tense and vice versa.

1.1. "**Bankruptcy Code**" shall refer to title 11 of the United States Code, 11 U.S.C. § 101 *et seq*. in effect on the Execution Date.

1.2. "**Bankruptcy Court**" shall refer to the United States Bankruptcy Court for the District of Delaware.

1.3. "**Bankruptcy Rules**" shall refer to 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 in effect on the Execution Date.

1.4. "**Business Day**" shall refer to 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.

1.5. "**Claim**," when capitalized, shall have the meaning ascribed to such term in section 101(5) of the Bankruptcy Code.

1.6. "**Closing Date**" means the date on or after the Trigger Date, on which the Designated Accounts (if prior to the Plans' Effective Date) or the Talc Personal Injury Trust (if after the Plans' Effective Date) receive the J&J Initial Payment, $167,000,000 of the J&J Insurance Payments, and any additional portion of the J&J Insurance Payments and Home Proceeds recovered prior to the Trigger Date.

1.7. "**Cyprus Alternative Account**" means a bank account of the Cyprus Debtor other than the Cyprus Default Account or, by agreement of the Cyprus Parties, an escrow account or "qualified settlement fund" (within the meaning of Treasury Regulations Section 1.468B-1) with terms agreed between the Cyprus Parties and reasonably acceptable to the TCC and FCR appointed in the Cyprus Chapter 11 Case.

1.8. "**Cyprus Default Account**" means the bank account of the Cyprus Debtor designated on Schedule IV.

1.9. "**Cyprus Designated Account**" means (i) if, on or before the date that is two (2) Business Days after the Trigger Date, the Cyprus Debtor provides J&J a Form W-9 containing the applicable tax identification number and bank account information sufficient to make the required

wire transfer(s) to a Cyprus Alternative Account, such Cyprus Alternative Account, or (ii) if the Cyprus Debtor fails to provide such information on or before the date that is two (2) Business Days after the Trigger Date, the Cyprus Default Account. In the event the Cyprus Designated Account is in the form of an escrow account or qualified settlement fund, the terms of any agreement governing such escrow account or qualified settlement fund shall provide that, in the event the Plans do not become effective, including if one of the Plans is withdrawn, the Bankruptcy Court or the District Court denies confirmation, or any confirmation order is reversed or vacated, the amounts held in or payable to such account or fund will revert to and be retained by the Cyprus Debtor.

1.10. "**Cyprus Talc Insurance Policy**" shall have the meaning set forth in the Plans.

1.11. "**Debtor Corporate Parties**" means Imerys S.A. and CAMC and each of their past and present parents, subsidiaries and affiliates, and, in their capacities as such, all of their respective agents and representatives, direct and indirect equity holders, and the successors and assigns of each. For the avoidance of doubt, Debtor Corporate Parties includes each of the entities listed on Schedule I and Schedule II, and excludes (x) the Debtors and (y) the J&J Corporate Parties and their affiliates.

1.12. "**Debtor J&J Released Claims**" shall have the meaning ascribed to such term in Section 6.1 hereof.

1.13. "**Debtor/Non-Debtor Released Claims**" shall have the meaning ascribed to such term in Section 6.4 hereof.

1.14. "**Debtor/Non-Debtor Released Parties**" shall have the meaning ascribed to such term in Section 6.4 hereof.

1.15. "**Debtor Releasing Parties**" shall have the meaning ascribed to such term in Section 6.1 hereof.

1.16. "**Debtors' Policies**" mean any Cyprus Talc Insurance Policy, except, for the purposes of this Agreement, Cyprus Talc Insurance Policy does not include any J&J Policies.

1.17. "**Designated Accounts**" means each of the Cyprus Designated Account and the Imerys Designated Account.

1.18. "**District Court**" shall refer to the United States District Court for the District of Delaware.

1.19. "**Escrow Account**" shall have the meaning ascribed to such term in Section 5.5 hereof.

1.20. "**Escrow Agent**" shall have the meaning ascribed to such term in Section 5.5 hereof.

1.21. "**Escrow Agreement**" shall have the meaning ascribed to such term in Section 5.5 hereof.

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

1.23. "**Estate Causes of Action Against J&J**" shall refer to 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 a Debtor or its Estate (including, without limitation, claims assertable by the TCCs or FCRs, or by any other creditors, on behalf of any Debtor or its Estate), whether or not asserted, whether known or unknown, in law, at equity or otherwise, whenever and wherever arising under the laws of any jurisdiction against any J&J Corporate Party.

1.24. "**Execution Date**" means July 13, 2024.

1.25. "**FCRs**" shall have the meanings set forth in the Plans.

1.26. "**Final Order**" shall refer to, 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.

1.27. "**Home**" means The Home Insurance Company in Liquidation.

1.28. "**Home Proceeds**" means all payments made by Home's estate with respect to the full amount of the Home allowance for proofs of claims made by ITV and J&J under any policies issued by The Home Insurance Company and/or its affiliates, which assert claims of $111,381,494, whether an initial payment or any subsequent payments relating to such allowance. For the avoidance of doubt, Home Proceeds refers to the claims and proceeds referenced in the April 3, 2024 letter on behalf of the New Hampshire Insurance Commissioner to J&J and ITV.

1.29. "**Imerys Alternative Account**" means a bank account of an Imerys Debtor other than the Imerys Default Account or, by agreement of the Imerys Parties, an escrow account or "qualified settlement fund" (within the meaning of Treasury Regulations Section 1.468B-1) with terms agreed between the Imerys Parties and reasonably acceptable to the TCC and FCR appointed in the Imerys Chapter 11 Cases.

1.30. "**Imerys Default Account**" means the bank account of an Imerys Debtor designated in Schedule IV.

1.31. "**Imerys Designated Account**" means (i) if on or before the date that is two (2) Business Days after the Trigger Date the Imerys Debtors provide J&J a Form W-9 containing the applicable tax identification number and bank account information sufficient to make the required wire transfer(s) to an Imerys Alternative Account, such Imerys Alternative Account, or (ii) if the Imerys Debtors fail to provide such information on or before the date that is two (2) Business Days after the Trigger Date, the Imerys Default Account. In the event the Imerys Designated Account is in the form of an escrow account or qualified settlement fund, the terms of any agreement governing such escrow account or qualified settlement fund shall provide that, in the event the Plans do not become effective, including if one of the Plans is withdrawn, the Bankruptcy Court or the District Court denies confirmation, or any confirmation order is reversed or vacated, the amounts held in or payable to such account or fund will revert to and be retained by the Imerys Debtors.

1.32. "**Imerys Plan**" shall have the meaning ascribed to such term in Section 6.3 hereof.

1.33. "**Imerys Share of Settlement Proceeds**" shall have the meaning ascribed to such term in Section 6.3 hereof.

1.34. "**Indirect Talc Personal Injury Claim**" shall have the meaning set forth in the Plans as of the Execution Date.

1.35. "**Insurance Recoveries**" means any funds received by any J&J Corporate Party arising out of or relating to coverage under the J&J Policies for talc claims against J&J, including the proceeds of any settlement agreements with any insurance carrier, any insurer's reimbursement of defense costs, payments, settlements, or judgments, and the proceeds of any judgment against any insurer or insurers. Insurance Recoveries include any settlement or reimbursement received on or after April 29, 2024 relating to talc claims against J&J, including approximately

$167,000,000 J&J believes it will recover, as referenced in Section 5.2 below. For the avoidance of doubt, Insurance Recoveries do not include (i) amounts recovered or received by J&J from Middlesex Assurance Company Limited ("**Middlesex**") or in connection with any insurance policy issued by Middlesex to another J&J Corporate Party, including defense cost recoveries paid to J&J Corporate Parties by Middlesex; and (ii) the Home Proceeds.

1.36. "**Insurance Reporting Termination Date**" means the date on which the aggregate amount of two-hundred and eighty million U.S. dollars ($280,000,000) on account of the J&J Insurance Payments has been paid to the Designated Accounts or the Talc Personal Injury Trust (as applicable).

1.37. **"J&J Buyback"** means the acquisition by J&J, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, of the rights of the Debtors and their Estates in the J&J Agreements and any and all of the Debtor J&J Released Claims held by the Debtors and/or their Estates (the "**Debtor J&J Rights**"), pursuant to the J&J Settlement Order, free and clear of any and all rights, claims, or interests of any other entity, including subrogation claims, except as provided in Section 3.1.

1.38. "**J&J Corporate Parties**" shall refer to J&J, Johnson & Johnson Baby Products Company, Johnson & Johnson Consumer Inc., Johnson & Johnson Consumer Products, Inc., and each of their past and present parents, subsidiaries and affiliates, and, in their capacities as such, all of their respective agents and representatives, direct and indirect equity holders, and the successors and assigns of each. For the avoidance of doubt, J&J Corporate Parties includes LLT (and any successor thereto); Red River (and any successor thereto); Pecos River; Kenvue, Inc.; Janssen Pharmaceuticals, Inc.; Old Holdco; New Holdco; and Middlesex, and the successors and

assigns of each, and each of the entities listed on Schedule III, and the successors and assigns of each, and excludes the Debtors and the Debtor Corporate Parties.

1.39. "**J&J Initial Payment**" means two hundred twenty-five million U.S. dollars ($225,000,000).

1.40. "**J&J Insurance Payments**" means the first two hundred million U.S. dollars ($200,000,000) of any Insurance Recoveries, and fifty-percent (50%) of the next one-hundred sixty million U.S. dollars ($160,000,000), to be paid by J&J from Insurance Recoveries in accordance with Section 5.6 (if before the Trigger Date) or Section 5.10 (if on or after the Trigger Date); provided, however, (i) J&J shall pay, or cause to be paid, one hundred and sixty-seven million U.S. dollars ($167,000,000), in immediately available funds in U.S. dollars via wire transfer, to the Escrow Account within five (5) Business Days following the later to occur of (a) the entry by the Bankruptcy Court of the J&J Settlement Order and (b) the opening of the Escrow Account, and (ii) if the full two hundred and eighty million U.S. dollars ($280,000,000) has not been paid by J&J before December 31, 2025, J&J shall pay the unpaid balance thereof using other sources on December 31, 2025, in accordance with the payment instructions in Section 4.1.

1.41. "**J&J Payment Obligations**" shall have the meaning ascribed to such term in Section 4.2 hereof.

1.42. "**J&J Policies**" means any general liability policy or other policy that previously did, does or may provide coverage for talc claims that was issued to any one or more of the J&J Corporate Parties from 1954 through 1989. For the avoidance of doubt, J&J Policies do not include the Debtors' Policies or policies issued to any of the Rio Tinto Corporate Parties.

1.43. "**J&J Related Bankruptcy Case**" means any chapter 11 case or other bankruptcy or insolvency proceeding of any J&J Corporate Party (including Red River).

1.44. "**J&J Releasing Parties**" shall have the meaning ascribed to such term in Section 6.4 hereof.

1.45. "**J&J Settlement Motion**" shall refer to a motion filed by the Imerys Debtors and the Cyprus Debtor in their respective Chapter 11 Cases supported by each of the Parties. Such motion shall be in form and substance acceptable to each of the Parties and shall seek (i) approval of this Agreement and the J&J Buyback pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and (ii) entry of the J&J Settlement Order.

1.46. "**J&J Settlement Order**" shall refer to an order issued by the Bankruptcy Court in form and substance acceptable to each of the Parties as well as to Rio Tinto and Zurich (but, as to Rio Tinto and Zurich, only with respect to any matter impacting their respective rights), approving this Agreement, the J&J Buyback, and the J&J Settlement Motion pursuant to sections 363 and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 and containing the following provisions: (i) the J&J Buyback (a) represents a sound exercise of the Debtors' business judgment and is in the best interest of the Debtors and their Estates, and otherwise complies with section 363 of the Bankruptcy Code; (b) meets the requirements for a sale of the rights of the Debtors and their Estates under the J&J Agreements and the Debtor J&J Released Claims held by the Debtors and/or their Estates, free and clear of any interests and claims of third parties in such property, including any claim of any person or entity on account of, based upon, directly or indirectly arising from, or in any way relating to any alleged right, claim, or interest of the Debtors and/or their Estates, or any of them, in the J&J Agreements and/or the Debtor J&J Released Claims, including subrogation claims (except as provided in Section 6.1), pursuant to section 363(f) of the Bankruptcy Code; and (c) constitutes a purchase by J&J in good faith pursuant to section 363(m) of the Bankruptcy Code, rendering the provisions of section 363(m) applicable; (ii) the settlement and mutual releases

contained in this Agreement are in the best interests of the Estates; (iii) the Agreement and the J&J Buyback were negotiated at arm's length, without collusion or fraud, and in good faith; (iv) the total consideration provided by the J&J Corporate Parties constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable law, and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law; (v) this Agreement and the J&J Buyback are not being entered into and consummated for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law; (vi) approval of the irrevocable and unconditional mutual releases as set forth herein, subject to the conditions precedent and subsequent set forth in this Agreement, including the making of the J&J Initial Payment and J&J's obligations with respect to the J&J Insurance Payments and Home Proceeds; (vii) J&J would not have entered into this Agreement and would not consummate the J&J Buyback if the J&J Agreements and Debtor J&J Released Claims held by the Debtors and/or their Estates were not free and clear of all liens, claims and encumbrances, including subrogation claims (except as provided for in Section 6.1); (viii) the Debtors are authorized to sell (a) their rights and claims against the J&J Corporate Parties under the J&J Agreements and under common law and (b) the Debtor J&J Released Claims, held by the Debtors and/or their Estates free and clear of all liens, claims, and encumbrances, including subrogation claims (except as provided for in Section 6.1), because, with respect to each person or entity asserting a lien, claim or encumbrance, one or more of the standards set forth in section 363(f)(l)-(5) of the Bankruptcy Code has been satisfied; (ix) except as provided for in Section 6.1, each person or entity asserting a lien, claim, or encumbrance in the J&J Agreements and/or Debtor J&J Released Claims held by

the Debtors and/or their Estates (a) has consented to the J&J Buyback, (b) could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest, and/or (c) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code; (x) an injunction, consistent with Section 6.3 of this Agreement, enjoining the Debtors, the Reorganized Debtors, the Debtor Corporate Parties, and the Talc Personal Injury Trust from commencing, prosecuting, or otherwise pursuing any insurance coverage for J&J Talc Claims; and (xi) the J&J Settlement Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

1.47. "**J&J Talc Claim**" means (i) any Talc Personal Injury Claim (including any Indirect Talc Personal Injury Claim) that alleges bodily injury exclusively due to talc or a talc-containing product mined, manufactured, processed, sold, marketed, and/or distributed by a J&J Corporate Party or (ii) for any Talc Personal Injury Claim (including any Indirect Talc Personal Injury Claim) that alleges bodily injury due to a product mined, manufactured, processed, sold, marketed, and/or distributed by more than one entity (in addition to the Debtors), that portion of the claim that alleges bodily injury due to talc or a talc-containing product mined, manufactured, processed, sold, marketed, and/or distributed by Debtors and a J&J Corporate Party. For the avoidance of doubt, (i) any Talc Personal Injury Claim (including any Indirect Talc Personal Injury Claim) that alleges bodily injury exclusively due to any talc or a talc-containing product mined, manufactured, processed, sold, marketed, and/or distributed by entities that are not J&J Corporate Parties are not J&J Talc Claims and (ii) for any Talc Personal Injury Claim (including any Indirect Talc Personal Injury Claim) that alleges bodily injury due to any talc or a talc-containing product mined, manufactured, processed, sold, marketed, and/or distributed by more than one entity (in addition to the Debtors), that portion of the claim that alleges bodily injury due to a talc or a talc-containing product mined, manufactured, processed, sold, marketed, and/or distributed entirely by

entities (other than the Debtors or in addition to the Debtors) that are not J&J Corporate Parties is not a J&J Talc Claim.

1.48. "**Non-Debtor J&J Released Claims**" shall have the meaning ascribed to such term in Section 6.2 hereof.

1.49. "**Non-Debtor Releasing Parties**" shall have the meaning ascribed to such term in Section 6.2 hereof.

1.50. "**Person**" shall refer to 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.

1.51. "**Plan Settlement Agreements**" shall have the meaning ascribed to such term in Section 6.3 hereof.

1.52. "**Plans**" means the *First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code*, dated January 31, 2024 (Cyprus D.I. 2132) and the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (Imerys D.I. 6051), as the same may be amended or modified from time to time; provided, however, where definitions in this Agreement state "Plans as of the Execution Date," such definitions shall not include amendments or modifications to such terms that are inconsistent with this Agreement.

1.53. "**Plans' Effective Date**" means the date on which the Talc Personal Injury Trust is created.

1.54. "**Protected Parties**" shall have the meaning set forth in the Plans.

1.55. "**Releasing Parties**" shall have the meaning ascribed to such term in Section 6.5 hereof.

1.56. "**Reorganized Debtors**" shall have the meaning set forth in the Plans.

1.57. "**Rio Tinto Captive Insurers**" shall have the meaning set forth in the Imerys Plan as of the Execution Date.

1.58. "**Rio Tinto Corporate Parties**" shall mean Rio Tinto and each of its past and present parents, subsidiaries and affiliates, and, in their capacities as such, all of their respective agents and representatives, direct and indirect equity holders, and the successors and assigns of each. For the avoidance of doubt, the Rio Tinto Corporate Parties include the Rio Tinto Captive Insurers, and exclude the Debtors and the Debtor Corporate Parties.

1.59. "**Settling Talc Insurance Company**" shall have the meaning set forth in the Plans as of the Execution Date.

1.60. "**Talc Insurance Company**" shall have the meaning set forth in the Plans as of the Execution Date.

1.61. "**Talc Personal Injury Claim**" shall have the meaning set forth in the Plans as of the Execution Date.

1.62. "**Talc Personal Injury Trust**" shall have the meaning set forth in the Plans.

1.63. "**Tort Claimants' Committees**" or "**TCCs**" shall refer to the official committees of tort claimants appointed in each of the Chapter 11 Cases, as such committees may be reconstituted from time to time.

1.64. "**Trust Distribution Procedures**" shall have the meaning set forth in the Plans.

1.65. "**Trigger Date**" shall have the meaning ascribed to such term in Section 2 of this Agreement.

1.66. "**Voting Affirmation Date**" means the date after the Voting Certification has been filed with the Bankruptcy Court in the Chapter 11 Cases evidencing requisite claimant approval of the Plans on which either (i) the Voting Objection Deadline has expired without (a) any Voting Objection being filed or (b) Voting Objection(s) being filed before expiration of the Voting Objection Deadline that, in the reasonable discretion of each of the Imerys Parties, Cyprus Parties and the Claimant Fiduciaries, if granted, individually or collectively could result in one or both of the Plans not having received requisite claimant approval or (ii) if one or more Voting Objection(s) are filed before expiration of the Voting Objection Deadline that, in the reasonable discretion of each of the Imerys Parties, Cyprus Parties and the Claimant Fiduciaries, if granted, individually or collectively could result in one or both of the Plans not having received requisite claimant approval, such Voting Objection(s) are resolved by the applicable parties or the Bankruptcy Court in a manner that confirms both of the Plans have received requisite claimant approval.

1.67. "**Voting Certification**" shall have the meaning set forth in the Debtors' joint solicitation procedures motion, as the same may be amended or modified.

1.68. "**Voting Objection**" means (i) a request that the Bankruptcy Court designate an entity on the basis that its acceptance or rejection of either Plan was not in good faith, or was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code and (ii) any other objection to the Voting Certification or to any one or more vote(s) accepting or rejecting either Plan.

1.69. "**Voting Objection Deadline**" means the last day upon which any party in interest may file a Voting Objection.

1.70. "**Zurich Corporate Parties**" shall mean Zurich, and each of its past and present parents, subsidiaries and affiliates, and, in their capacities as such, all of their respective agents

and representatives, direct and indirect equity holders, and the successors and assigns of each. For the avoidance of doubt, the Zurich Corporate Parties exclude the Debtors and the Debtor Corporate Parties.

2. EFFECTIVE DATE OF AGREEMENT AND CONDITIONS PRECEDENT

2.1. This Agreement shall become binding on all Parties on the Execution Date and on Rio Tinto and Zurich upon their execution of this Agreement, subject to entry by the Bankruptcy Court of the J&J Settlement Order.

2.2. The "**Trigger Date**" shall be the earliest date on which all of the following conditions precedent have occurred:

2.2.1. The Imerys Debtors and the Cyprus Debtor each have filed the J&J Settlement Motion in their respective Chapter 11 Cases.

2.2.2. The Bankruptcy Court has entered the J&J Settlement Order.

2.2.3. The Voting Affirmation Date.

2.3. Once the Talc Personal Injury Trust is established, the Talc Personal Injury Trust shall provide J&J with a Form W-9 containing the tax identification number and bank account information sufficient to make the required wire transfer(s) to the Talc Personal Injury Trust. If the Talc Personal Injury Trust has been established and the Talc Personal Injury Trust has not provided such information concerning its accounts to J&J within two (2) Business Days prior to the date that any payment is required to be made to the Talc Personal Injury Trust, then J&J shall make the applicable payments to the Designated Accounts in satisfaction of its payment obligations to the Talc Personal Injury Trust until the Talc Personal Injury Trust provides such information, after which time J&J shall transfer any additional payments to the Talc Personal Injury Trust.

3. J&J BUYBACK

3.1. The J&J Settlement Motion shall constitute a request by the Debtors for the Bankruptcy Court to approve the J&J Buyback, which shall be effective as of the Closing Date and consistent with the terms as set out in this Agreement, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, free and clear of all interests and claims, including any claim of any person or entity against the J&J Corporate Parties, or any of them, on account of, based upon, directly or indirectly arising from, or in any way relating to any alleged right, claim, or interest of the Debtors, or any of them, in the J&J Agreements or Debtor J&J Released Claims, including subrogation claims (except as provided for in section 6.1), and to find that J&J is a good-faith purchaser pursuant to section 363(m) of the Bankruptcy Code and approve the mutual releases and other compromises set forth in this Agreement pursuant to Bankruptcy Rule 9019. For the avoidance of doubt, and notwithstanding the foregoing, the J&J Buyback does not include, and J&J is not purchasing, any rights or interests in Claims against the J&J Corporate Parties arising out of or in connection with pre-petition payments to any of the Imerys Parties or Cyprus Parties, by way of subrogation or otherwise, asserted by Truck Insurance Exchange ("**Truck**") or any insurer currently or previously managed by Resolute Management, Inc. ("**RMI Managed Insurers**"), including National Union Fire Insurance Company of Pittsburgh, PA ("**National Union**").

4. J&J INITIAL PAYMENT; JOINT AND SEVERAL LIABILITY

4.1. On or prior to the date that is five (5) Business Days after the Trigger Date, J&J shall pay, or cause to be paid, the J&J Initial Payment, in immediately available funds in U.S. dollars via wire transfer(s) to, if the Talc Personal Injury Trust has not been established, the Designated Accounts, and, if the Talc Personal Injury Trust has been established, the account of the Talc Personal Injury Trust or the Designated Accounts, as applicable. Any payments to the

Designated Accounts under this provision shall be divided evenly (50%/50%) between the Cyprus Designated Account and the Imerys Designated Account.

4.2. Johnson & Johnson, and any successor thereto, and Red River, and any successor thereto, are jointly and severally liable for payment of the J&J Initial Payment, and the J&J Insurance Payments and any Home Proceeds received by any J&J Corporate Party as set forth in Section 5 below (the "**J&J Payment Obligations**"), and the commencement of a proceeding under the Bankruptcy Code by any such J&J Corporate Party will not operate as a stay of, or otherwise affect, the obligation of any of the others to make the J&J Payment Obligations. If the payment of any of the J&J Payment Obligations is subsequently avoided for any reason, including through the exercise of a trustee's avoidance powers under the Bankruptcy Code, any of the Parties jointly and severally liable for the J&J Payment Obligations shall irrevocably and indefeasibly pay, or cause to be paid, the J&J Payment Obligations, via wire transfer(s), to the entity(ies) as set forth in Section 4.1 hereof within five (5) Business Days from the date of written notice of the avoidance of any J&J Payment Obligation.

4.3. Johnson & Johnson hereby agrees not to assert and waives and releases whatever claims it may have had against LLT or may have against any successor to LLT, including Red River and Pecos River, for contractual, equitable, or common law indemnification, contribution, or reimbursement on account of it satisfying, whether in whole or in part, any J&J Payment Obligations as provided for hereunder, but solely if, and to the extent, such claim is the basis for an assertion by Johnson & Johnson or any other J&J Corporate Party that the Debtors are stayed or otherwise enjoined from enforcing their respective rights under this Agreement against Johnson & Johnson as a result of a J&J Related Bankruptcy Case. For the avoidance of doubt, Johnson &

Johnson is not waiving or releasing such claims, or agreeing not to assert them, for any other purpose or to any other extent.

4.4. J&J's payment obligations under this Agreement run solely to the Talc Personal Injury Trust or the Debtors, as set forth in Sections 4 and 5. In no event shall any J&J entity or J&J Corporate Party pay or be obligated to pay directly any claimant or any representative of any claimant, on account of any obligation under this Agreement.

5. J&J INSURANCE PAYMENTS AND HOME PROCEEDS

5.1. J&J has sole discretion over pursuit and settlement of coverage under the J&J Policies, and the Debtor Releasing Parties shall have none, and J&J's method of pursuit and settlement of coverage shall not be a breach of J&J's obligations under this Agreement; provided that J&J shall diligently pursue Insurance Recoveries, employ best efforts to recover all potentially available insurance for talc claims, and may not abandon efforts to recover for talc claims under the J&J Policies, until the Insurance Reporting Termination Date. J&J's discretion shall include strategic decisions concerning the presentation of claims and arguments in support thereof and resolution of those claims under the J&J Policies. The Debtors and the Talc Personal Injury Trust shall reasonably cooperate with J&J in J&J's pursuit of Insurance Recoveries, at J&J's request and at J&J's sole expense. If J&J fails to diligently pursue Insurance Recoveries, the Parties agree that such failure will be a breach of this Agreement. In no event shall J&J be required to contribute any proceeds received from Middlesex or under Middlesex policies.

5.2. J&J represents it has entered settlement agreements to recover approximately $167,000,000 of insurance proceeds on or about the time this Agreement is presented for approval, and such a recovery shall be included in Insurance Recoveries, as defined in this Agreement. For the avoidance of doubt, J&J's obligation to pay J&J Insurance Payments pursuant to this Agreement terminates upon the Insurance Reporting Termination Date.

5.3. Upon the occurrence of the Trigger Date, until the Insurance Reporting Termination Date, within five (5) Business Days after any receipt of Insurance Recoveries or Home Proceeds by any J&J Corporate Party, J&J shall deliver to the Claimant Fiduciaries, the Imerys Parties, and the Cyprus Parties (if prior to the Plans' Effective Date) or the Talc Personal Injury Trust (if after the Plans' Effective Date) a statement setting forth the date and source(s) of each such receipt of Insurance Recoveries or Home Proceeds and the aggregate amount of the J&J Insurance Payments paid to date pursuant to this Agreement.

5.4. Effective upon the Closing Date, J&J irrevocably assigns and transfers all of its rights with respect to the Home Proceeds to the Debtors, as joint owners of an undivided interest (if prior to the Plans' Effective Date) or the Talc Personal Injury Trust (if after the Plans' Effective Date) without need for further action, and J&J will work cooperatively with the Debtors, the Claimant Fiduciaries, and/or the Talc Personal Injury Trust in any efforts necessary to effectuate this assignment and recovery of the Home Proceeds, including by notifying the New Hampshire Insurance Commissioner. Any distributions of Home Proceeds to the Debtors following the assignment contemplated by this provision shall be divided evenly (50%/50%) between the Cyprus Designated Account and the Imerys Designated Account.

5.5. The Parties shall cooperate in good faith to open an escrow account (the "**Escrow Account**") after the Execution Date. The Escrow Account shall be held by an escrow agent (the "**Escrow Agent**") pursuant to an escrow agreement (the "**Escrow Agreement**"). The identity of the Escrow Agent and the terms of the Escrow Agreement shall be consistent with the terms of this Agreement and subject to approval by the Parties in each Party's sole discretion. The Escrow Account may hold cash or U.S. Treasury securities. Any interest or other income earned on funds in the Escrow Account shall be redeposited into the Escrow Account.

5.6. Prior to the Trigger Date, within five (5) Business Days after receipt of any portion of any J&J Insurance Payments or Home Proceeds by any J&J Corporate Party, J&J shall pay, or cause to be paid, the J&J Insurance Payments or Home Proceeds received, in immediately available funds in U.S. dollars via wire transfer, to the Escrow Account. For the avoidance of doubt, J&J shall have no obligation to pay, or cause to be paid, the J&J Insurance Payments or Home Proceeds to the Escrow Account until (i) the Escrow Account is opened and (ii) the Bankruptcy Court has entered the J&J Settlement Order.

5.7. After occurrence of the Trigger Date, and after ten (10) Business Days prior written notice from the Debtors to J&J, the Debtors shall instruct the Escrow Agent to irrevocably and indefeasibly pay, or cause to be paid, the balance of the Escrow Account, in immediately available funds in U.S. dollars via wire transfer(s), as follows: (i) if after the Plans' Effective Date, to the Talc Personal Injury Trust; and (ii) if prior to the Plans' Effective Date, to the Designated Accounts. Any payments to the Designated Accounts under this provision shall be divided evenly (50%/50%) between the Cyprus Designated Account and the Imerys Designated Account.

5.8. In the event this Agreement is terminated prior to the Trigger Date pursuant to Section 8.1 below: (i) the Parties agree the balance of the Escrow Account (less the Home Proceeds) shall be paid to J&J, and after ten (10) Business Days' prior written notice from J&J to the Debtors, J&J shall instruct the Escrow Agent to distribute such balance to J&J; and (ii) the Home Proceeds shall be deposited into or remain in the Escrow Account described above in Section 5.5, and the rights of the J&J Corporate Parties, the Imerys Parties, and the Cyprus Parties with respect to the Home Proceeds shall exist as they did prior to the execution of this Agreement.

5.9. The Debtors agree that they will only direct the Escrow Agent to disburse funds from the Escrow Account pursuant to Section 5.7 above. J&J agrees that it will only direct the

Escrow Agent to disburse funds from the Escrow Account pursuant to Section 5.8 above. Each of the Debtors and J&J agree to certify that any direction to the Escrow Agent to disburse funds from the Escrow Account complies with this Agreement.

5.10. As of the Trigger Date, within five (5) Business Days after receipt of any portion of any J&J Insurance Payments or Home Proceeds by any J&J Corporate Party, J&J shall irrevocably and indefeasibly pay, or cause to be paid, any unpaid portion of the J&J Insurance Payments or Home Proceeds received as set forth in the statement delivered in accordance with Section 5.3 hereof, in immediately available funds in U.S. dollars via wire transfer(s), as follows: (i) if after the Plans' Effective Date, to the Talc Personal Injury Trust or the Designated Accounts, as applicable; and (ii) if prior to the Plans' Effective Date, to the Designated Accounts. Any payments to the Designated Accounts under this provision shall be divided evenly (50%/50%) between the Cyprus Designated Account and the Imerys Designated Account.

5.11. The obligation of J&J and Red River to make J&J Insurance Payments to the Talc Personal Injury Trust, the Escrow Account, or the Designated Accounts as applicable, under this Agreement shall total $280,000,000 in the aggregate.

5.12. Effective upon the Insurance Reporting Termination Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, the Debtor Corporate Parties, and the Talc Personal Injury Trust shall assign to J&J all rights, interests and remedies they may have under the J&J Policies.

6. RELEASES

6.1. **Release by Debtor Releasing Parties.** Effective upon the Closing Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, the Estates, the Reorganized Debtors, and the Talc Personal Injury Trust, and any successors, assigns, or

representatives of each of the foregoing and any other persons claiming under or through them (collectively, the "**Debtor Releasing Parties**") shall be deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge the J&J Corporate Parties from any and all claims the Debtor Releasing Parties have against them, with the exception of "Potential Subrogated Claims," as defined below, including: (a) all Claims raised (or that any Debtor Releasing Party could have raised) in the Adversary Proceedings; and (b) any and all Claims, counterclaims, causes of action, Estate Causes of Action Against J&J, disputes, 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 arising pre-petition or post-petition, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, liquidated or unliquidated, fixed or contingent, accrued or unaccrued, in law, equity, contract, tort, or otherwise, 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, including Claims or causes of action based on a theory of contribution, subrogation, contractual and/or equitable indemnification, or common law, or insurance coverage claims against Middlesex, which the Debtor Releasing Parties have, had, may have, or may claim to have against any of the J&J Corporate Parties directly, derivatively, or indirectly arising out of, with respect to, or in any way relating to Talc Personal Injury Claims, the J&J Agreements, or otherwise to the supply of talc by the Debtors to any J&J Corporate Party ("**Debtor J&J Released Claims**"). For the avoidance of doubt, the Debtor J&J Released Claims shall include any Claim or right against a J&J Corporate Party held by a Protected Party or a Talc Insurance Company (including a Settling Talc Insurance Company) that is assigned

or otherwise transferred to the Talc Personal Injury Trust pursuant to the Plans (including the Contributed Indemnity and Insurance Interests, and the Rio Tinto/Zurich Credit Contribution, each as defined in the Plans). Notwithstanding the above, the Debtor J&J Released Claims shall not include any claims relating to J&J Talc Claims as to which, and in the amount as to which, any RMI Managed Insurer and/or Truck made pre-petition payments to or on behalf of the Imerys Parties or the Cyprus Parties (the "**Potential Subrogated Claims**"). Upon the Closing Date, any and all requests, demands, or tenders for defense or indemnity or payment previously submitted to the J&J Corporate Parties by any of the Debtor Releasing Parties with respect to a Debtor J&J Released Claim shall be deemed withdrawn, the Debtor Releasing Parties shall surrender, relinquish, and release any further right to tender or present any Debtor J&J Released Claims, and the J&J Corporate Parties shall have no duty to defend, indemnify, reimburse, or otherwise pay the Debtor Releasing Parties with respect to any Debtor J&J Released Claims. For the avoidance of doubt, this Agreement shall have no effect on any subrogation rights that any insurer (other than insurers party to a Plan Settlement Agreement) that has made pre-petition payments to or on behalf of any of the Imerys Parties or the Cyprus Parties, including Truck and the RMI Managed Insurers (including National Union) has asserted or may assert against J&J in connection with or as a result of such payments. Other than (i) insurers party to a Plan Settlement Agreement and (ii) the RMI Managed Insurers, including National Union, and Truck, and any affiliates thereof, the Imerys Parties and the Cyprus Parties represent that they are not aware of any insurers that have paid defense or indemnity costs to or on behalf of a Debtor Released Party in relation to J&J Talc Claims. From and after the Execution Date, unless and until this Agreement is terminated in accordance with Section 8 below, the Debtor Releasing Parties shall not pursue, and the Claimant Fiduciaries shall not seek standing to pursue, any Debtor J&J Released Claims; *provided, however*,

for the avoidance of doubt, the Imerys Parties and the Cyprus Parties may file proof(s) of claim in any J&J Related Bankruptcy Case to ensure that the Debtor J&J Released Claims are not waived or impaired pending the Closing Date.

6.2. **Release by Non-Debtor Releasing Parties.** Effective upon the Closing Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor Corporate Parties, the Rio Tinto Corporate Parties, any successors, assigns, or representatives of any of the Debtor Corporate Parties or the Rio Tinto Corporate Parties, and any other persons claiming under or through any of them (collectively, the "**Non-Debtor Releasing Parties**") shall be deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge the J&J Corporate Parties from any and all claims the Non-Debtor Releasing Parties have against them relating to J&J Talc Claims, with the exception of Potential Subrogated Claims, including (a) all Claims raised (or that any Non-Debtor Releasing Party could have raised) in the Adversary Proceedings; and (b) any and all Claims, counterclaims, causes of action, disputes, 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 pre-petition or post-petition, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, liquidated or unliquidated, fixed or contingent, accrued or unaccrued, in law, equity, contract, tort, or otherwise, 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, including Claims or causes of action based on a theory of contribution, subrogation, contractual and/or equitable indemnification, or common law, or insurance coverage claims against Middlesex, which the Non-Debtor Releasing

Parties have, had, may have, or may claim to have against any of the J&J Corporate Parties directly, derivatively, or indirectly arising out of, with respect to, or in any way relating to Talc Personal Injury Claims, the J&J Agreements, or otherwise to the supply of talc by the Debtors to any J&J Corporate Party ("**Non-Debtor J&J Released Claims**"). Upon the Closing Date, any and all requests, demands, or tenders for defense or indemnity or payment previously submitted to the J&J Corporate Parties by any of the Non-Debtor Releasing Parties with respect to a Non-Debtor J&J Released Claim shall be deemed withdrawn, the Non-Debtor Releasing Parties shall surrender, relinquish, and release any further right to tender or present any Non-Debtor J&J Released Claims, and the J&J Corporate Parties shall have no duty to defend, indemnify, reimburse, or otherwise pay the Non-Debtor Releasing Parties with respect to any Non-Debtor J&J Released Claims. From and after the Execution Date until this Agreement is terminated in accordance with Section 8 below, the Non-Debtor Releasing Parties shall not pursue any Non-Debtor J&J Released Claims; *provided, however*, for the avoidance of doubt, the Non-Debtor Releasing Parties may file proof(s) of claim in any J&J Related Bankruptcy Case to ensure that the Non-Debtor J&J Released Claims are not waived or impaired pending the Closing Date and, *provided, further*, nothing herein shall alter the provisions of Section 6.3 of this Agreement.

6.3. **Insurance and Rio Tinto Provisions.**

6.3.1. Effective upon the Execution Date and, unless and until this Agreement is terminated in accordance with Section 8 below, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor Releasing Parties and Non-Debtor Releasing Parties covenant not to pursue insurance coverage, or accept any payment, under any insurance policy, for J&J Talc Claims, including to recover any defense costs or for contribution, and to the extent such claims have been made in the past and remain pending, the Debtor Releasing Parties and the

Non-Debtor Releasing Parties shall pause any pursuit of the claims, shall so advise the party from whom they are pursuing such coverage, and shall not accept any payment for or in connection with such J&J Talc Claims; *provided, however*, that, notwithstanding anything to the contrary contained in this Agreement, the foregoing shall not apply, and J&J (on behalf of itself and all other J&J Corporate Parties) expressly consents, to (i) the pursuit of coverage, and acceptance of payment, by Rio Tinto, the Rio Tinto Captive Insurers and Zurich from any of their insurers, reinsurers or retrocessionaires, whether with respect to amounts to be paid by Rio Tinto, the Rio Tinto Captive Insurers and Zurich under the Rio Tinto/Zurich Settlement or otherwise (and nothing in this Agreement shall constitute a waiver or release of any claims or rights that Rio Tinto, the Rio Tinto Captive Insurers or Zurich have against any of their insurers, reinsurers or retrocessionaires), and (ii) the Debtors' (and the Talc Personal Injury Trust's or the Debtors' bankruptcy estates') pursuing, and accepting payment resulting from, (a) the Imerys Settlement, Rio Tinto/Zurich Settlement, Cyprus Settlement, and XL Settlement (each as defined in the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Imerys D.I. 6439] (the "**Imerys Plan**")), and (b) the settlement approved by the Bankruptcy Court pursuant to that certain *Order (I) Approving the Settlement Agreement Among the Imerys Debtors, the Cyprus Debtor, Cyprus Amax Minerals Corporation, and Old Republic Insurance Company and (II) Approving the Sale of Certain Insurance Policies* [Imerys D.I. 6262] ((a) and (b), collectively, the "**Plan Settlement Agreements**"); *provided, further*, that J&J's consent to the foregoing shall not impair or otherwise limit the effects of the J&J Buyback, and unless and until this Agreement is terminated, any settling insurer, any other party to such Plan Settlement Agreements (whether or not consummated), including Rio Tinto, the Rio Tinto Captive Insurers, and Zurich, and any person or entity claiming under or through any of the foregoing,

including any reinsurers or retrocessionaires, shall not assert, or be able to assert, any subrogation rights against any J&J Corporate Party with respect to any payments made, to be made, or contemplated to be made pursuant to any Plan Settlement Agreement or otherwise on account of any Talc Personal Injury Claim, but instead Rio Tinto, the Rio Tinto Captive Insurers and Zurich shall be able to assert such rights (the "**Rio Tinto/Zurich Rights**") against, and shall have all such rights attach to, the fifty-percent (50%) share of the J&J Initial Payment, the J&J Insurance Payments and any Home Proceeds that is paid into the Imerys Designated Account (or otherwise to or for the benefit of the Imerys Debtors and/or their Estates pursuant to this Agreement) (the "**Imerys Share of Settlement Proceeds**") until the Rio Tinto/Zurich Settlement is consummated; *provided, however*, that under no circumstance shall the Rio Tinto/Zurich Rights be assertable against or attach to any funds or other assets of the Talc Personal Injury Trust because in the event the Imerys Plan is confirmed but the Rio Tinto/Zurich Settlement is not consummated, then, notwithstanding anything to the contrary in this Agreement, the Imerys Share of Settlement Proceeds shall be paid into the Imerys Designated Account and the portion of the Imerys Share of Settlement Proceeds necessary to satisfy the full amount of any Rio Tinto/Zurich Rights as agreed to between the parties or determined pursuant to court order shall be held by the reorganized Imerys Debtors to satisfy such Rio Tinto/Zurich Rights, if any, until all such rights have been fully resolved. Unless and until this Agreement is terminated, other than with respect to any claims addressed in the Plan Settlement Agreements, the Debtor Releasing Parties and the Non-Debtor Releasing Parties waive any claim under insurance policies other than J&J Policies for insurance coverage of J&J Talc Claims, including any defense costs; *provided, however,* that the forgoing shall not alter or diminish the other provisions of this Section 6.3.1 or of Sections 6.3.2 or 6.3.3 of this Agreement with respect to Rio Tinto, the Rio Tinto Captive Insurers and Zurich. Nothing in

this Agreement shall alter the terms of the Rio Tinto/Zurich Settlement; *provided, however*, that nothing in the Rio Tinto/Zurich Settlement shall impair the J&J Buyback or the releases provided for herein.

6.3.2. If the J&J Buyback becomes effective in accordance with the terms of this Agreement, but the Rio Tinto/Zurich Settlement and/or the XL Settlement is for any reason not consummated pursuant to confirmation of the Imerys Plan (a "**Rio Tinto/Zurich Non-Settlement Event**"), then any of the Imerys Debtors, any trust created under the Imerys Plan (or any other plan of reorganization for Imerys), or any other successor to or assignee of the rights of the Imerys Debtors may assert J&J Talc Claims against Rio Tinto, the Rio Tinto Captive Insurers, Zurich or XL Insurance America, Inc. ("**XL**") (an "**Imerys Claim**"), provided:

(1) Rio Tinto, the Rio Tinto Captive Insurers, Zurich, and XL, as applicable, may assert as a defense to any such Imerys Claim:

a. that, but for this Agreement, it or they would be able to seek contribution, indemnity, reimbursement, or subrogation from the Cyprus Parties or from insurers that issued one or more policies to the Cyprus Parties, or from Rio Tinto, the Rio Tinto Captive Insurers, Zurich or XL (or any affiliate thereof), in respect of such Imerys Claim (a "**Contribution Claim**"); and

b. any and all other defenses it or they may have, including any defenses arising by reason of this Agreement other than any argument that this Agreement constitutes a breach of any insurance policy provision requiring an insured not to waive or release any subrogation claims.

(2) If and to the extent such Contribution Claim is determined by court order to be valid, the liability of Rio Tinto, the Rio Tinto Captive Insurers, Zurich or XL, as applicable,

on the Imerys Claim shall be reduced by the amount of the Contribution Claim.

6.3.3. If a Rio Tinto/Zurich Non-Settlement Event occurs, to the extent that any holder of a Talc Personal Injury Claim or other plaintiff bringing suit against the Rio Tinto Corporate Parties for or in respect of an Imerys Claim cannot be bound to the reduction of judgment set forth above, Rio Tinto, the Rio Tinto Captive Insurers or Zurich shall be able to assert such judgment reduction rights against, and shall have all such rights attach only to, (i) $75 million of the J&J Initial Payment paid into the Imerys Designated Account (or otherwise to or for the benefit of the Imerys Debtors and/or their Estates pursuant to this Agreement) and (ii) $20 million of the J&J Initial Payment paid into the Cyprus Designated Account (or otherwise to or for the benefit of the Cyprus Debtor and/or its Estate pursuant to this Agreement) (together, the amounts in (i) and (ii) above are referred to herein as the "**Rio Attachment Amounts**"), on a pro rata basis as between the Imerys Estates and the Cyprus Estate, as if this provision were applicable to such plaintiff; *provided, however*, that under no circumstance shall Rio Tinto, the Rio Tinto Captive Insurers or Zurich have any Contribution Claim that attaches to or may be asserted against any funds or other assets of the Talc Personal Injury Trust because in the event the Imerys Plan is confirmed but the Rio Tinto/Zurich Settlement is not consummated, then, notwithstanding anything to the contrary in this Agreement, the Rio Attachment Amounts shall be paid into the Imerys Designated Account and Cyprus Designated Account, in the amounts specified above, and such Rio Attachment Amounts shall be held by the reorganized Imerys Debtors and the reorganized Cyprus Debtor, as applicable, until such Rio Contribution Claims have been fully resolved; *provided, further*, that each of the Debtors and the Claimant Fiduciaries reserves all rights to challenge whether any Contribution Claim exists as a legal matter, to challenge any specific claim that Rio Tinto, the Rio Tinto Captive Insurers or Zurich may assert, and to seek further relief from the Bankruptcy Court

(including, in the event a Debtor's case is dismissed, to reopen such case for the purpose of seeking relief from the Bankruptcy Court, or if the Bankruptcy Court declines to reopen a case, to seek further relief from a non-bankruptcy court of competent jurisdiction) with respect to the Debtors' use of the Rio Attachment Amounts. For the avoidance of doubt, funds from the J&J Initial Payment in excess of the Rio Attachment Amounts are not subject to this Section 6.3.3.

6.3.4. Rio Tinto, on behalf of the Rio Tinto Corporate Parties, acknowledges that none of the Rio Tinto Corporate Parties qualifies as an insured under any policies issued to Standard Oil Company (Indiana) between January 1, 1979 and July 1, 1985 or any Cyprus Talc Insurance Policy.

6.3.5. For the avoidance of doubt, J&J, on behalf of itself and all other J&J Corporate Parties, further acknowledges that nothing in this Agreement shall afford any J&J Corporate Party any rights to any settlement proceeds from the Plan Settlement Agreements or any other rights under any of the Plan Settlement Agreements. Notwithstanding Section 13.8 of the Settlement Agreement, all parties to the Plan Settlement Agreements (including the Rio Tinto Captive Insurers and Rio Tinto) may rely on and enforce Sections 6.2, 6.3, 6.4 and 6.5 of this Agreement (and no other provisions of this Agreement).

6.3.6. Notwithstanding the above, and for the avoidance of doubt, nothing in this Agreement shall prohibit, restrict, preclude, or enjoin any person or entity from pursuing insurance coverage under the Debtors' Policies for Talc Personal Injury Claims or portions of Talc Personal Injury Claims that are not J&J Talc Claims. Notwithstanding the above, subject to the other terms of this Agreement, J&J, on behalf of the Debtor Releasing Parties and Non-Debtor Releasing Parties, may pursue insurance coverage for J&J Talc Claims from only J&J Policies, except those policies under which J&J entered into talc-related settlements prior to the Execution Date.

6.3.7. Unless and until this Agreement is terminated, no J&J Corporate Party may assign any right, title or interest it may have as an additional insured under any Rio Tinto Captive Insurer Policies and the Zurich Policies (each as defined in the Imerys Plan) to any party (including any other J&J Corporate Party) other than to the Rio Tinto Captive Insurers and Zurich (as appropriate). Unless and until this Agreement is terminated, the J&J Corporate Parties consent to the sale of the Rio Tinto Captive Insurer Policies and the Zurich Policies back to the Rio Tinto Captive Insurers and Zurich, pursuant to the terms of the Rio Tinto/Zurich Settlement, free and clear of any right, title or interest any of the J&J Corporate Parties may have as additional insureds (or otherwise) under the Rio Tinto Captive Insurer Policies and the Zurich Policies (the "**Free and Clear Sale**"); *provided*, that J&J's consent to the Free and Clear Sale shall not impair or otherwise limit the effects of the J&J Buyback, and unless and until this Agreement is terminated, Rio Tinto, the Rio Tinto Captive Insurers, and Zurich and any person or entity claiming under or through any of the foregoing, including any reinsurers or retrocessionaires, shall not assert, or be able to assert, any subrogation rights against any J&J Corporate Party with respect to any payments made, to be made, or contemplated to be made pursuant to the Rio Tinto/Zurich Settlement, the Free and Clear Sale, and/or otherwise on account of any Talc Personal Injury Claim, but instead shall be able to assert such rights against, and shall have all such rights attach to, the Imerys Share of Settlement Proceeds.

6.3.8. The J&J Corporate Parties that are not debtors in any J&J Related Bankruptcy Case shall not oppose, or support any other person in opposing, the entry of an order in any J&J Related Bankruptcy Case granting relief from the automatic stay in any such J&J Related Bankruptcy Case to the extent necessary for the Bankruptcy Court presiding over the Imerys Debtors' Chapter 11 Cases to authorize and approve the Free and Clear Sale.

6.4. **Release by J&J Corporate Parties.** Effective upon the Closing Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the J&J Corporate Parties, any successors, assigns, or representatives of any of them, and any other persons claiming under or through any of them (collectively, the "**J&J Releasing Parties**"), shall be deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge the Debtor Releasing Parties, the Non-Debtor Releasing Parties, and the Claimant Fiduciaries (and their agents and representatives) (collectively, the "**Debtor/Non-Debtor Released Parties**") from any and all claims the J&J Corporate Parties have against them, including: (a) all Claims raised (or that any J&J Corporate Party could have raised) in the Adversary Proceedings or in the Proofs of Claim; and (b) any and all Claims, counterclaims, causes of action, disputes, 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 arising pre-petition or post-petition, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, liquidated or unliquidated, fixed or contingent, accrued or unaccrued, in law, equity, contract, tort, or otherwise, 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, including Claims or causes of action based on a theory of contribution, subrogation, contractual and/or equitable indemnification, or common law, which the J&J Corporate Parties have, had, may have, or may claim to have against any of the Debtor/Non-Debtor Released Parties directly, derivatively, or indirectly arising out of, with respect to, or in any way relating to Talc Personal Injury Claims, the J&J Agreements, or otherwise to the supply of talc by the Debtors to any J&J Corporate Party (collectively, (a) and

(b), "**Debtor/Non-Debtor Released Claims**"). Upon the Closing Date, any and all requests, demands, or tenders for defense or indemnity previously submitted to the Debtor/Non-Debtor Released Parties by any of the J&J Corporate Parties with respect to a Debtor/Non-Debtor Released Claim shall be deemed withdrawn, and the J&J Corporate Parties shall surrender, relinquish, and release any further right to tender or present any Debtor/Non-Debtor Released Claims, and the Debtor/Non-Debtor Released Parties and the Estates shall have no duty to defend, indemnify, reimburse, or otherwise pay the J&J Corporate Parties with respect to any Debtor/Non-Debtor Released Claims. Upon the Closing Date, any and all requests or demands for payment of any Debtor/Non-Debtor Released Claim by the J&J Corporate Parties against any Debtor or Debtor Corporate Party (or Non-Debtor Releasing Party) or the Estates shall be deemed withdrawn with prejudice and the J&J Corporate Parties agree to waive any claim against the Talc Personal Injury Trust for any reason, including, without limitation, indirect claims, contribution, or subrogation for any Talc Personal Injury Claim (as defined in the Plans) paid by a J&J Corporate Party. From and after the Execution Date, unless and until this Agreement is terminated in accordance with Section 8 below, the J&J Corporate Parties shall not pursue any Debtor/Non-Debtor Released Claims. In addition, effective upon the Closing Date, for good and valuable consideration, the adequacy of which is hereby confirmed, (i) the J&J Releasing Parties shall be deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge all claims the J&J Releasing Parties have or may have against the Zurich Corporate Parties, or any of them, in each case, solely under the policies set forth on Schedule VI to the Imerys Plan, and any other policy under which both (x) any J&J Releasing Party claims status as an additional insured with respect to talc supplied by the Imerys Debtors and (y) any Rio Tinto Captive Insurer has reinsured any Zurich Corporate Party (such policies that satisfy both conditions (x) and (y),

the "**Additional Zurich Policies**"), and (ii) the Zurich Corporate Parties shall be deemed to irrevocably and unconditionally, fully, finally, and forever waive, release, acquit, and discharge all claims (including subrogation claims) the Zurich Corporate Parties have or may have against the J&J Releasing Parties, or any of them, in each case, solely under the policies set forth on Schedule VI to the Imerys Plan and any Additional Zurich Policy.

6.5. **Unknown or Future Claims.** The Parties, Rio Tinto and Zurich (collectively, the "**Releasing Parties**") expressly acknowledge that there may be changes in the law or the Releasing Parties may hereafter discover facts different from, or in addition to, those that they now believe to be true with respect to any and all of the Claims released in Sections 6.1, 6.2, and 6.4 above. Nevertheless, the Releasing Parties hereby agree that (subject to Section 8 of this Agreement) the releases set forth in Sections 6.1, 6.2, and 6.4 above shall be and remain effective in all respects, notwithstanding any changes in the law or the discovery of such additional or different facts. In addition, the Releasing Parties acknowledge that they have been advised by their respective legal counsel regarding, and are familiar with, the provisions of section 1542 of the California Civil Code, which provides:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

The Releasing Parties expressly waive and relinquish any and all rights or benefits they have or may have under California Civil Code § 1542 and under any other federal or state statute, rule, law, or common law principle of similar effect, as to the releases given in this Agreement, to the full extent that such right or benefit may be lawfully waived. In connection with the waiver and relinquishment of rights or benefits under California Civil Code § 1542, each Releasing Party

acknowledges that it fully understands that facts may later be discovered in addition to or different from those facts which are now known or believed to be true with respect to the subject matter of this Agreement, and that it is that Releasing Party's intention hereby to fully, finally and forever release all Claims and rights, known or unknown, suspected or unsuspected, which now exist, may exist in the future, and/or have ever existed in the past, as to the matters released in Sections 6.1, 6.2, and 6.4 of this Agreement.

7. COOPERATION AND BANKRUPTCY-RELATED OBLIGATIONS

7.1. The Debtors shall (i) amend each of their respective Plans to be consistent with this Agreement and thereafter cause each of their respective Plans to remain consistent with this Agreement, (ii) solicit votes on each of their respective Plans, (iii) file the Voting Certification with the Bankruptcy Court, (iv) request that the Bankruptcy Court enter an order setting a Voting Objection Deadline no later than thirty (30) days after the Voting Certification is filed with the Bankruptcy Court, and (v) if one or more Voting Objections(s) are filed with the Bankruptcy Court before expiration of the Voting Objection Deadline, seek to have the Bankruptcy Court decide such Voting Objection(s), in each case as expeditiously as reasonably practicable, taking into account the availability of the Bankruptcy Court, if applicable. The Debtors acknowledge that the inclusion of this Section 7.1 is a material inducement to the willingness of J&J to enter into this Agreement.

7.2. The Parties acknowledge that, pursuant to this Agreement, they share a common interest with respect to pursuit of insurance coverage described in Sections 5.1 and 5.4 above.

7.3. Upon the Execution Date, no J&J Corporate Party shall be a party in interest in the Chapter 11 Cases, or participate in the Chapter 11 Cases, except (i) to enforce this Agreement, (ii) to fulfill its cooperation obligations under this Section 7, or (iii) in the event this Agreement is

terminated pursuant to Section 8 hereof. Accordingly, except to contend that the Debtors have breached this Agreement or that such documents are otherwise inconsistent with this Agreement, no J&J Corporate Party shall object to the disclosure statements or Plans filed in the Chapter 11 Cases or seek discovery or disclosures from any other Party in the Chapter 11 Cases.

7.4. Any chapter 11 plan filed in any J&J Related Bankruptcy Case shall be consistent with this Agreement. Provided that any chapter 11 plan filed in any J&J Related Bankruptcy Case is consistent with the chapter 11 plan of reorganization of Red River released publicly on June 4, 2024, with respect to its treatment of the Imerys Parties and the Cyprus Parties and this Agreement, upon the Execution Date, no Imerys Party, Cyprus Party, or Claimant Fiduciary shall seek discovery or disclosures from any other Party in any J&J Related Bankruptcy Case, or participate in any J&J Related Bankruptcy Case, except (i) to enforce this Agreement, (ii) to fulfill its cooperation obligations under this Section 7, (iii) to file proofs of claim to the extent they deem it necessary or appropriate in the J&J Related Bankruptcy Case, (iv) to seek relief from the automatic stay, as and to the extent necessary, to authorize and obtain approval for the Free and Clear Sale (as defined in Section 6.3), or (v) in the event this Agreement is terminated pursuant to Section 8 hereof. Accordingly, except to contend that a J&J Corporate Party has breached this Agreement or that such documents are otherwise inconsistent with this Agreement, no Imerys Party, Cyprus Party, or Claimant Fiduciary shall object to the disclosure statements or chapter 11 plans filed in any J&J Related Bankruptcy Case or seek discovery or disclosures from any other Party in any J&J Related Bankruptcy Case. In the event that a J&J Related Bankruptcy Case is commenced prior to the earlier to occur of the Trigger Date and the date on which this Agreement is terminated pursuant to Section 8.1 or Section 8.3 below, J&J shall not, and shall cause the other J&J Corporate Parties, including any debtor in any J&J Related Bankruptcy Case, not to, seek a deadline for

objection to the confirmation of any chapter 11 plan of reorganization for such debtor that is prior to the Trigger Date or the date that is ten (10) days after this Agreement is terminated pursuant to Section 8.1 or Section 8.3 below, as applicable.

7.5. Each Party shall use its reasonable efforts, and take such steps and execute such documents as may be reasonably necessary and proper to effectuate the purpose and intent of, and obtain the outcomes sought by, this Agreement, including entry of the J&J Settlement Order, filing the Voting Certification, confirmation of the Plans, including the settlement agreements provided for therein, and the occurrence of the Plans' Effective Date, and to preserve the validity and enforceability of this Agreement. In the event that any objection, action, or proceeding is commenced or prosecuted by any Person to invalidate, hinder, or prevent the approval, validation, enforcement, or carrying out of all or any provisions of this Agreement or to appeal the J&J Settlement Order, the Parties mutually agree to reasonably cooperate in good faith in opposing such objection, action, proceeding, or appeal. Each of the Parties shall reasonably cooperate in good faith with each of the other Parties in responding to or opposing any motion, objection, claim, assertion, or argument by any third party that this Agreement is not binding, or should be avoided, or that valuable and fair consideration or reasonably equivalent value has not been exchanged pursuant to this Agreement. For the avoidance of doubt, the obligations contained in this Section 7.5 shall survive and remain binding on the Parties until such time as the later of (i) the Plans' Effective Date has occurred and (ii) the Insurance Reporting Termination Date has occurred. The J&J Corporate Parties acknowledge that the inclusion of this Section 7.5 is a material inducement to the Debtors entering into this Agreement in addition to payment in full of the J&J Payment Obligations. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to prevent, or shall be construed to prevent, the implementation of the

Plan Settlement Agreements, or is intended to be, or shall be construed as, contrary to, modifying, or giving any J&J Corporate Party any rights under, any of the foregoing settlements.

7.6. Upon the Closing Date, the Imerys Parties and Cyprus Parties, as applicable, shall dismiss the Adversary Proceedings with prejudice. From the Execution Date, unless and until this Agreement is validly terminated in accordance with Section 8 hereof, the Imerys Parties and the Cyprus Parties shall not take any action to further prosecute the Adversary Proceedings.

7.7. Upon the Closing Date, any and all Claims that the J&J Corporate Parties have asserted or that have been asserted on any of their behalf against any of the Debtor/Non-Debtor Released Parties shall be deemed withdrawn with prejudice, including dismissal with prejudice of any and all proofs of claim filed by any J&J Corporate Parties in the Chapter 11 Cases. Further, no J&J Corporate Party shall file or assert any additional Debtor/Non-Debtor Released Claims against any of the Debtor/Non-Debtor Released Parties arising from any Debtor Released Party's conduct. From the Execution Date until this Agreement is validly terminated in accordance with Section 8 hereof, the J&J Corporate Parties shall not take any action to initiate or further prosecute any Claims against the Debtor/Non-Debtor Released Parties. For the avoidance of doubt, upon the Closing Date, any and all Claims that the Debtor Releasing Parties have asserted or that have been asserted on any of their behalf against any of the J&J Corporate Parties shall be deemed withdrawn with prejudice.

7.8. The Plans shall provide that, on the Plans' Effective Date, the rights of the Debtors under this Agreement shall be deemed to have been assigned and transferred to the Talc Personal Injury Trust without need of further action by any Party or Person, and the Talc Personal Injury Trust shall be bound by all of the applicable provisions of this Agreement. Unless this Agreement is validly terminated pursuant to the terms hereof, the Debtors, the Reorganized Debtors, and the

Debtor Corporate Parties shall continue to be bound by this Agreement and shall retain all of the obligations and benefits hereof, notwithstanding the Debtors' assignment and transfer of rights under this Agreement to the Talc Personal Injury Trust.

7.9. The Parties agree, and the Plans shall include the following provision: "Nothing in the Plans or the Trust Distribution Procedures shall be binding on or used to impact, prejudice, or affect the J&J Corporate Parties (including, without limitation, LLT, Johnson & Johnson, Red River, and/or Pecos River), in the tort system or in a bankruptcy case."

7.10. The Parties agree that nothing in this Agreement shall be binding on or used to impact, prejudice, or affect in any way the rights that any holder of a Talc Personal Injury Claim (or such holder's heirs, executors, and assigns) has directly against a J&J Corporate Party. For the avoidance of doubt, the Parties acknowledge and agree that the immediately preceding sentence does not apply to rights to pursue Debtor J&J Released Claims or Non-Debtor J&J Released Claims.

8. TERMINATION, BREACH, AND REMEDIES

8.1. This Agreement shall terminate upon any of the following events:

i. the Bankruptcy Court does not enter the J&J Settlement Order within 90 days of the Execution Date unless such deadline is extended in writing by each of the Parties;

ii. the Trigger Date does not occur on or prior to March 31, 2025 unless such deadline is extended in writing by each of the Parties; or

iii. prior to the Trigger Date, the Bankruptcy Court enters an order converting any of the Chapter 11 Cases into cases under chapter 7 of the Bankruptcy Code or dismissing any of the Chapter 11 Cases

8.2. The Bankruptcy Court shall have the authority to determine whether a breach has occurred, whether a breach asserted by a Party amounts to a material breach of this Agreement (subject to Section 5.1 of this Agreement), and the appropriate remedy for any breach.

8.3. In the event of a breach of this Agreement, Parties shall have all remedies available in law or equity, including specific performance; provided, however, no Party may exercise any remedies for breach hereunder until each of the following has occurred: (i) written notice to the other Parties setting forth with particularity the breach allegation, (ii) such breach remains uncured 10 days after receipt of such notice, and (iii) an order from the Bankruptcy Court after such cure period finding that such breach has occurred and the appropriate remedy therefor; provided further, however, that, notwithstanding the foregoing proviso, the Party alleging such breach may immediately seek an order from the Bankruptcy Court finding that such breach has occurred and the appropriate remedy therefor so long as such Party has first reasonably attempted to meet and confer with the other Parties' counsel regarding such breach and remedy. Upon the Bankruptcy Court's determination that J&J has materially breached this Agreement, the Debtors, the Talc Personal Injury Trust, and/or Claimant Fiduciaries, as applicable, may, in their discretion, immediately terminate this Agreement, provided that none of the Debtors or the Claimant Fiduciaries have materially breached this Agreement. Upon the Bankruptcy Court's determination that the Debtors, the Debtor Corporate Parties, or the Claimant Fiduciaries have materially breached this Agreement, J&J may, in its discretion, immediately terminate this Agreement, provided J&J has not materially breached this Agreement.

8.4. No Party (other than any debtor in any J&J Related Bankruptcy Case) shall assert that the automatic stay in (i) any Chapter 11 Case precludes an action for breach or enforcement of this Agreement or (ii) any J&J Related Bankruptcy Case precludes an action for breach or

enforcement of this Agreement against any non-debtor. Johnson & Johnson shall not, and shall cause the other J&J Corporate Parties that are not debtors in any J&J Related Bankruptcy Case not to, assert that the automatic stay in any future J&J Related Bankruptcy Case would preclude, or should be extended to preclude, an action against Johnson & Johnson for breach or enforcement of this Agreement.

8.5. In the event termination pursuant to Sections 8.1 or 8.3 above occurs and is not waived by each of the Parties in writing, (i) the Parties, Rio Tinto, the Rio Tinto Captive Insurers and Zurich shall be returned to the status quo ante immediately preceding the Execution Date, (ii) the Parties, the Debtor/Non-Debtor Released Parties, and the J&J Corporate Parties shall have all of the same claims, rights, defenses, and obligations under or with respect to any and all of the J&J Agreements or as may be available under applicable law that they would have had absent this Agreement, (iii) any and all otherwise applicable statutes of limitations or repose, or other time-related limitations, shall be deemed to have been tolled for the period from the Execution Date through the date on which this Agreement becomes null and void in accordance with Sections 8.1, 8.2, or 8.3 above, and no Releasing Party shall assert that any other Releasing Party's failure during said period to raise any Claim that would have been resolved by this Agreement, had this Agreement become effective or not been voided, as applicable, renders such claim time-barred;

8.6. In the event that this Agreement is terminated or otherwise no longer in effect, except as a result of a material breach by J&J pursuant to Section 8.3: the Debtors, the Debtor Corporate Parties, and the Claimant Fiduciaries shall not pursue solicitation or confirmation of the Plans unless they file new disclosure statements and new solicitation procedures, seek to resolicit the Plans, and provide J&J at least four (4) weeks after the filing of the new disclosure statements

and new solicitation procedures to file any objection to such disclosure statements and solicitation procedures.

8.7. Remedies provided herein are cumulative and not exclusive of any remedies provided at law.

8.8. Notwithstanding the foregoing, termination of this Agreement shall not affect the Parties' rights with respect to Section 8 (Termination, Breach, and Remedies), Section 9 (No Admissions or Waiver of Privilege), Section 10 (Retention of Jurisdiction), and Section 11 (Construction of Agreement) of this Agreement.

8.9. The Parties agree and the J&J Settlement Order shall provide that damages, if any, payable by the Imerys Debtors or the Cyprus Debtor hereunder for breach of this Agreement shall be administrative expense claims against their estates. In the event that Red River and/or Pecos River (or any respective successor(s) thereto) commence a J&J Related Bankruptcy Case, Red River and Pecos River, as applicable, shall not oppose any request to have any damages payable by such debtor(s) for breach of this Agreement be treated as administrative expense claims against its/their estate(s); provided that all of Red River's and Pecos River's defenses to such claims (other than with respect to priority) are fully preserved.

9. NO ADMISSIONS OR WAIVER OF PRIVILEGE

9.1. Nothing contained in this Agreement, or in any negotiations, discussions, correspondence, or other materials of any kind relating to this Agreement or relating to the negotiation of this Agreement, shall be deemed to be an admission by any Party with respect to any matter or any factual or legal issue of any kind. Nothing in this Agreement waives or shall be deemed to waive any Party's work-product protection or right to claim the protections of any applicable privilege, including attorney-client privilege, common-interest privilege, or mediation privilege.

10. RETENTION OF JURISDICTION AND GOVERNING LAW

10.1. The Bankruptcy Court retains jurisdiction to hear and determine the terms of any and all matters arising from or related to the implementation, interpretation, and/or enforcement of this Agreement.

10.2. This Agreement is to be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such State.

11. CONSTRUCTION OF AGREEMENT

11.1. The Parties represent and acknowledge that they have participated in the preparation and drafting of this Agreement or have each given their approval to all of the language contained in this Agreement, and it is expressly agreed and acknowledged that if any of the Parties later asserts that there is an ambiguity in the language of this Agreement, such asserted ambiguity shall not be presumptively construed for or against any Party on the basis that one Party drafted the language of this Agreement or played a greater role in the drafting of the language.

11.2. The headings of this Agreement are included for convenience and are not part of the provisions hereof and shall have no force or effect.

11.3. If any provision of this Agreement or application thereof is held to be invalid or unenforceable, the remainder of this Agreement shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties. Notwithstanding the foregoing, Sections 2 through 8 and the definitions of the capitalized terms that appear in those Sections shall not be severable from this Agreement.

12. RIGHTS UNAFFECTED BY AGREEMENT

12.1. Notwithstanding any other provision of this Agreement, nothing contained herein shall affect the rights of an individual holder of a Talc Personal Injury Claim (as defined in the

Plans), or such individual holder's heirs, executors, and assigns, to prosecute such individual holder's claims against any J&J Corporate Party.

13. REPRESENTATIONS, WARRANTIES, AND OTHER MISCELLANEOUS PROVISIONS

13.1. All of the Parties consent to personal jurisdiction in the Bankruptcy Court for purposes of resolving any dispute concerning the terms, meaning or implementation of this Agreement.

13.2. Each Party represents and warrants that, subject to the conditions precedent set out in Section 2 of this Agreement (as applicable), it has taken all necessary corporate and legal action, as applicable, required to duly approve the making and performance of this Agreement and that no further action is necessary to make this Agreement binding and legally enforceable according to its terms.

13.3. Each Party represents and warrants that, to the best of its knowledge and belief, the making and performance of this Agreement will not violate any provision of law or any of its respective articles of incorporation or bylaws or any contract or agreement by which it is bound.

13.4. Each Debtor and J&J represents and warrants that (a) it is the owner of the rights and Claims to be compromised and released by it under this Agreement and (b) it has not assigned or transferred to any Person any such right or claim or other matter to be compromised and released hereunder.

13.5. Each Party represents and warrants that this Agreement is supported by valid and lawful consideration sufficient to make all aspects of this Agreement legally binding and enforceable on and after the Execution Date.

13.6. Each Party represents and warrants that this Agreement has been entered into in good faith, as a result of arm's-length negotiations, with advice of counsel, and that this Agreement

represents a fair, reasonable, proportionate, and good faith compromise and settlement of disputed Claims, disputed liabilities, and disputed issues.

13.7. Each Releasing Party represents and warrants that it has read this Agreement in its entirety, fully understands all of its terms and the consequences thereof, and that the individual signing this Agreement on its behalf has full and complete authority and competency to legally bind it to all terms and consequences of this Agreement or any relevant portion thereof.

13.8. Except as otherwise provided in and subject to the rights of the parties to the Plan Settlement Agreements in Sections 6.2, 6.3 and 6.4 or as otherwise expressly provided in this Agreement as to Rio Tinto, the Rio Tinto Captive Insurers and Zurich, no Talc Insurance Company shall be a third-party beneficiary of this Agreement and nothing in this Agreement, express or implied, is intended to confer upon any Talc Insurance Company, any rights, remedies, obligations, or liabilities.

13.9. This Agreement (including the exhibits attached to it) sets forth the entire agreement among the Parties as to its subject matter, and supersedes the Original Agreement and any and all other prior or contemporaneous statements, agreements, negotiations, or understandings, whether written or oral.

13.10. All notices, demands, or other communications to be provided pursuant to this Agreement shall be in writing and sent by electronic mail and also by overnight mail (or United States first-class mail, postage prepaid), to the other Releasing Parties at the addresses set forth below, or to such other persons or addresses as the Releasing Parties may designate in writing from time to time:

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With a copy to:

Emil A. Kleinhaus, Esq.
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51 West 52nd Street
New York, NY 10019
EAKleinhaus@wlrk.com

For the Tort Claimants' Committees:

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For the FCRs:

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eharron@ycst.com

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Albert Togut, Esq.
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New York, NY 10119
altogut@teamtogut.com

For Rio Tinto:

Andrea Frost, Esq.
Regional Head of Litigation – Americas
Rio Tinto
4700 W. Daybreak Parkway
South Jordan, UT 84009
Andrea.frost@riotinto.com

With a copy to:

CompanySecretaryNotices@riotinto.com and the subject line must start with the words: "RIO TINTO AMERICA INC."

John D. Green, Esq.
Erica Villanueva, Esq.
Farella Braun + Martel LLP
One Bush Street, Suite 900
San Francisco, CA 94104
jgreen@fbm.com
evillanueva@fbm.com

Philip D. Anker, Esq.
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7 World Trade Center

250 Greenwich Street
New York, NY 10007
philip.anker@wilmerhale.com
lauren.lifland@wilmerhale.com

For Zurich:

Robert Koscielniak
Director, Latent & Environmental Claims
Zurich North America
1299 Zurich Way
Schaumburg, IL 60196-1056
robert.koscielniak@zurichna.com

With a copy to:

Mark D. Plevin, Esq.
Plevin & Turner LLP
580 California Street, 12th Floor
San Francisco, CA 94104
mplevin@plevinturner.com

Karen Dixon, Esq.
Skarzynski Marick & Black LLP
353 N. Clark Street, Suite 3650
Chicago, IL 60654
kdixon@skarzynski.com

13.11. The rights, duties, and obligations of any entity named or referred to in this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of such entity.

13.12. This Agreement may be amended only by a writing signed by or on behalf of each Party.

13.13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Execution of this Agreement may be effected by PDF or other electronic transmission of executed copies of the signature pages delivered to counsel for the Releasing Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

IMERYS TALC AMERICA, INC. (on behalf of itself ITV and ITC)

By: DocuSigned by: Ryan Van Meter FEF366B664B9476...

Name: Ryan Van Meter

Title: Secretary

Date: September 20, 2024

IMERYS TALC ITALY S.P.A.

By:

Name:

Title:

Date:

CYPRUS MINES CORPORATION

By:

Name:

Title:

Date:

CYPRUS AMAX MINERALS COMPANY

By:

Name:

Title:

Date:

JOHNSON & JOHNSON

By:

Name:

Title:

Date:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

IMERYS TALC AMERICA, INC. (on behalf of itself ITV and ITC)

By:

Name:

Title:

Date:

IMERYS TALC ITALY S.P.A.

By:

Name: KOSTAN RUSITI

Title: MANAGING DIRECTOR

Date: 9/13/24

CYPRUS MINES CORPORATION

By:

Name:

Title:

Date:

CYPRUS AMAX MINERALS COMPANY

By:

Name:

Title:

Date:

JOHNSON & JOHNSON

By:

Name:

Title:

Date:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

IMERYS TALC AMERICA, INC. (on behalf of itself ITV and ITC)

By:

Name:

Title:

Date:

IMERYS TALC ITALY S.P.A.

By:

Name:

Title:

Date:

CYPRUS MINES CORPORATION

By: D. J. Baker

Name: D. J. BAKER

Title: DIRECTOR

Date: 9/20/24

CYPRUS AMAX MINERALS COMPANY

By:

Name:

Title:

Date:

JOHNSON & JOHNSON

By:

Name:

Title:

Date:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

IMERYS TALC AMERICA, INC. (on behalf of itself ITV and ITC)

By:

Name:

Title:

Date:

IMERYS TALC ITALY S.P.A.

By:

Name:

Title:

Date:

CYPRUS MINES CORPORATION

By:

Name: Scott Statham

Title: Vice President

Date: 09.12.24

CYPRUS AMAX MINERALS COMPANY

By: Scott Statham Digitally signed by Scott Statham Date: 2024.09.12 16:00:18 -07'00'

Name: Scott Statham

Title: Vice President

Date: 09.12.24

JOHNSON & JOHNSON

By:

Name:

Title:

Date:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

IMERYS TALC AMERICA, INC. (on behalf of itself ITV and ITC)

By:

Name:

Title:

Date:

IMERYS TALC ITALY S.P.A.

By:

Name:

Title:

Date:

CYPRUS MINES CORPORATION

By:

Name:

Title:

Date:

CYPRUS AMAX MINERALS COMPANY

By:

Name:

Title:

Date:

JOHNSON & JOHNSON

By:

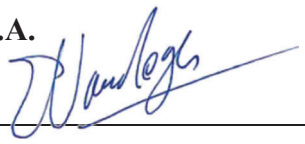
Name: Andrew White

Title:

Date:

Digitally signed by Andrew White
DN: cn=Andrew White, o=Johnson & Johnson Services Inc., ou, email=awhite23@its.jnj.com, c=US
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2024.09.12 11:35:24 -04'00'
Adobe Acrobat Reader version: 2020.013.20064

IMERYS S.A.

By: 

Name: Emmanuelle Vaudoyer

Title: General Counsel and Secretary

Date: 9/20/24

RED RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

IMERYS TORT CLAIMANTS' COMMITTEE

By: _____

Name: _____

Title: _____

Date: _____

JAMES L. PATTON as IMERYS FCR

By: _____

Name: _____

Title: _____

Date: _____

CYPRUS MINES TORT CLAIMANTS' COMMITTEE

By: _____

Name: _____

Title: _____

Date: _____

ROGER FRANKEL as CYPRUS MINES FCR

By: _____

Name: _____

Title: _____

Date: _____

IMERYS S.A.

By: _____

Name: _____

Title: _____

Date: _____

RED RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

IMERYS TORT CLAIMANTS' COMMITTEE

By: Maura Kolb of The Lanier Law Firm on behalf of Robin Alander

Name: Maura Kolb of The Lanier Law Firm on behalf of Robin Alander

Title: Chair of the Imerys Tort Claimants' Committee

Date: 9/20/24

JAMES L. PATTON as IMERYS FCR

By: _____

Name: _____

Title: _____

Date: _____

CYPRUS MINES TORT CLAIMANTS' COMMITTEE

By: _____

Name: _____

Title: _____

Date: _____

ROGER FRANKEL as CYPRUS MINES FCR

By: _____

Name: _____

Title: _____

Date: _____

IMERYS S.A.

By: _____

Name: _____

Title: _____

Date: _____

RED RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

IMERYS TORT CLAIMANTS' COMMITTEE

By: _____

Name: _____

Title: _____

Date: _____

JAMES L. PATTON as IMERYS FCR

By: _____

Name: _____

Title: _____

Date: _____

CYPRUS MINES TORT CLAIMANTS' COMMITTEE

By: Shafequllah Syed

Name: Shafequllah Syed

Title: Committee Member

Date: 9/20/2024

ROGER FRANKEL as CYPRUS MINES FCR

By: _____

Name: _____

Title: _____

Date: _____

IMERYS S.A.

By: _____

Name: _____

Title: _____

Date: _____

RED RIVER TALC LLC

By: _____

Name: John K. Kim

Title: Chief Legal Officer

Date: 9/12/24

IMERYS TORT CLAIMANTS' COMMITTEE

By: _____

Name: _____

Title: _____

Date: _____

JAMES L. PATTON as IMERYS FCR

By: _____

Name: _____

Title: _____

Date: _____

CYPRUS MINES TORT CLAIMANTS' COMMITTEE

By: _____

Name: _____

Title: _____

Date: _____

ROGER FRANKEL as CYPRUS MINES FCR

By: _____

Name: _____

Title: _____

Date: _____

IMERYS S.A.

By: _____

Name: _____

Title: _____

Date: _____

RED RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

IMERYS TORT CLAIMANTS' COMMITTEE

By: _____

Name: _____

Title: _____

Date: _____

JAMES L. PATTON as IMERYS FCR

By: _____

Name: Robert S. Brady

Title: Counsel to the FCR

Date: 9/13/24

CYPRUS MINES TORT CLAIMANTS' COMMITTEE

By: _____

Name: _____

Title: _____

Date: _____

ROGER FRANKEL as CYPRUS MINES FCR

By: _____

Name: _____

Title: _____

Date: _____

IMERYS S.A.

By: _____

Name: _____

Title: _____

Date: _____

RED RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

IMERYS TORT CLAIMANTS' COMMITTEE

By: _____

Name: _____

Title: _____

Date: _____

JAMES L. PATTON as IMERYS FCR

By: _____

Name: _____

Title: _____

Date: _____

CYPRUS MINES TORT CLAIMANTS' COMMITTEE

By: _____

Name: _____

Title: _____

Date: _____

ROGER FRANKEL as CYPRUS MINES FCR

By:

Name: Roger Frankel

Title: FCR

Date: 9-13-24

JOHNSON & JOHNSON HOLDCO (NA) INC.

By: _____

Name: Laura H. McFalls

Title: President

Date: 9/20/24

PECOS RIVER TALC LLC

By: _____

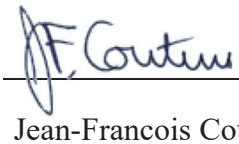
Name: Laura H. McFalls

Title: President

Date: 9/20/24

Solely with respect to Sections 6.2, 6.3, 6.4 and 6.5 of this Agreement:

RIO TINTO AMERICA INC.

By: 

Name: Jean-Francois Couture

Title: President and CEO

Date: 20 September 2024

ZURICH AMERICAN INSURANCE COMPANY, in its own capacity and as successor-in-interest to ZURICH INSURANCE COMPANY, U.S. BRANCH

By: _____

Name: _____

Title: _____

Date: _____

Solely with respect to Sections 6.2, 6.3, 6.4 and 6.5 of this Agreement:

RIO TINTO AMERICA INC.

By: _____

Name: _____

Title: _____

Date: _____

ZURICH AMERICAN INSURANCE COMPANY, in its own capacity and as successor-in-interest to ZURICH INSURANCE COMPANY, U.S. BRANCH

By: DocuSigned by: Carrie Von Hoff 10BF580F84E8401...

Name: Carrie Von Hoff

Title: AVP / Coverage Counsel Manager

Date: 9/20/2024

SCHEDULE I

Cyprus Corporate Parties

- Ajo Improvement Company [AZ]
- Amax Arizona, Inc. [NV]
- Amax Energy Inc. [DE]
- Amax Exploration, Inc. [DE]
- Amax Metals Recovery, Inc. [DE]
- Amax Nickel Overseas Ventures, Inc. [DE]
- Amax Research & Development, Inc. [DE]
- Amax Specialty Coppers Corporation [DE]
- Amax Specialty Metals (Driver), Inc. [DE]
- Amax Zinc (Newfoundland) Limited [DE]
- American Metal Climax, Inc. [DE]
- Ametalco Limited [UK]
- Ametalco, Inc. [DE]
- Apache Nitrogen Products, Incorporated [NJ]
- Arguello Inc. [DE]
- Atlantic Copper, S.L.U. [Spain]
- AZ Big Sandy, LLC [NV]
- Bagdad Fire and Rescue, Inc. [DE]
- Bisbee Queen Mining Co. [DE]
- Blackwell Zinc Company, Inc. [DE]
- Byner Cattle Company [NV]
- Capital Gestao de Negocios LTDA. [Brazil]
- Cattierite Holdings Coöperatief U.A. [The Netherlands]
- Chino Acquisition LLC [DE]
- Climax Canada LTD. [DE]
- Climax Molybdenum Asia Corporation [DE]
- Climax Molybdenum B.V. [The Netherlands]
- Climax Molybdenum China Corporation [DE]
- Climax Molybdenum Company [DE]
- Climax Molybdenum GmbH [Germany]
- Climax Molybdenum Marketing Corporation [DE]
- Climax Molybdenum U.K. Limited [UK]
- Compania Exploradora De La Isla, S.A. [Cuba]
- Copper Market, Inc. [AZ]
- Copper Overseas Service Company [DE]
- Cyprus Amax Indonesia Corporation [DE]
- Cyprus Amax Minerals Company [DE]
- Cyprus Climax Metals Company [DE]
- Cyprus Copperstone Gold Corporation [DE]
- Cyprus El Abra Corporation [DE]

- Cyprus Exploration and Development Corporation [DE]
- Cyprus Gold Company [DE]
- Cyprus Gold Exploration Corporation [DE]
- Cyprus Metals Company [DE]
- Cyprus Mines Corporation [DE]
- Cyprus Pinos Altos Corporation [DE]
- Cyprus Specialty Metals Company [DE]
- Cyprus Tohono Corporation [DE]
- Drum Mountains Mineral Properties LLC [DE]
- Eastern Mining Company, Inc. [DE]
- Exploraciones Antakana S.A.C. [Peru]
- FCX Investment LLC [DE]
- FCX Oil & Gas LLC [DE]
- FM Chile Holdings Inc. [DE]
- FM Services Company [DE]
- FNS Holdings, LLC [AZ]
- Freeport Azufre Limitada [Chile]
- Freeport Butte Valle LLC [DE]
- Freeport Canadian Exploration Company [DE]
- Freeport Cobalt Americas LLC [DE] Sold 8/31/2021
- Freeport Cobalt Asia LTD. [Taiwan] Sold 11/30/2019
- Freeport Cobalt Europe GMBH [Germany] Sold 8/31/2021
- Freeport Cobalt Japan Inc. [Japan] Sold 8/31/2021
- Freeport Cobalt OY [Finland] Sold 8/31/2021
- Freeport Copper Company [DE]
- Freeport International, Incorporated [DE]
- Freeport Minerals Corporation [DE]
- Freeport Overseas Service Company [DE]
- Freeport Research and Engineering Company [DE]
- Freeport Sulphur Company [DE]
- Freeport Warim Inc. [DE]
- Freeport-McMoRan Inc. [DE]
- Freeport-McMoRan Bagdad Inc. [DE]
- Freeport-McMoRan Chino Inc. [DE]
- Freeport-McMoRan Chino Mines Company [NM]
- Freeport-McMoRan Cobalt Holdings Limited [Bermuda]
- Freeport-McMoRan Copper & Gold China Corporation [Cayman Islands]
- Freeport-McMoRan Copper & Gold Energy Services LLC [DE]
- Freeport-McMoRan Copper & Gold Investment Co., S.A. [Cayman Islands]
- Freeport-McMoRan Energy LLC [DE]
- Freeport-McMoRan Exploration & Production LLC [DE]
- Freeport-McMoRan Exploration Columbia S.A.S. [Columbia]
- Freeport-McMoRan Exploration Corporation [DE]
- Freeport-McMoRan Mercantile Company Inc. [DE]

- Freeport-McMoRan Miami Inc. [DE]
- Freeport-McMoRan Mineral Properties Canada Inc. [Canada]
- Freeport-McMoRan Mineral Properties Inc. [DE]
- Freeport-McMoRan Morenci Inc. [DE]
- Freeport-McMoRan Nevada LLC [DE]
- Freeport-McMoRan of Canada Limited [DE]
- Freeport-McMoRan Oil & Gas Inc. [DE]
- Freeport-McMoRan Oil & Gas LLC [DE]
- Freeport-McMoRan Safford Inc. [DE]
- Freeport-McMoRan Sales Company Inc. [DE]
- Freeport-McMoRan Shelf Properties LLC [DE]
- Freeport-McMoRan Sierrita Inc. [DE]
- Freeport-McMoRan Spain Inc. [DE]
- Freeport-McMoRan Tyrone Inc. [DE]
- Freeport-McMoRan Tyrone Mining LLC [NM]
- Fundacion Freeport-McMoRan Chile [Chile]
- Gaviota Gas Plant Company [CA]
- Grand Ecaille Land Company, Inc. [LA]
- Gulf Coast Ultra Deep Royalty Trust [DE]
- Habirshaw Cable and Wire Corporation [DE]
- Hidalgo Mining, LLC [NM]
- International Administrative Services Company [DE]
- International Air Capital Inc. [DE]
- International ASAZ LLC [DE]
- International Mining Investments, LLC [DE]
- International Purveyors Inc. [DE]
- International Support LLC [DE]
- James Douglas Insurance Company, LTD. [Bermuda]
- JEX Technologies Corporation [NV]
- K-Mc Venture I LLC [DE]
- Koboltti Chemicals Holdings Limited [Bermuda]
- LHD Ventures, LLC [DE]
- Main Pass Energy Hub LLC [DE]
- McMoRan Exploration LLC [DE]
- McMoRan Oil & Gas LLC [DE]
- Midwest Land Acquisition Company LLC [DE]
- Minera Cuicuilco S.A. de C.V. [Mexico]
- Minera Freeport-McMoRan South America Limitada [Chile]
- Minera Freeport-McMoRan South America S.A.C. [Peru]
- Missouri Lead Smelting Company [DE]
- MSS Properties, LLC [DE]
- Mt. Emmons Mining Company [DE]
- Nabire Bakti LLC [DE]
- Nicaro Nickel Company [DE]

- Overseas Service Company [DE]
- Pacific Western Land Company [CA]
- PD Peru, Inc. [DE]
- PD Receivables LLC [DE]
- PDRC Laurel Hill 9, LLC [DE]
- PDRC Laurel Hill Development, LLC [DE]
- Phelps Dodge Ajo, Inc. [DE]
- Phelps Dodge Development Corporation [DE]
- Phelps Dodge Hidalgo, Inc. [DE]
- Phelps Dodge High Performance Conductors of NJ, Inc. [NJ]
- Phelps Dodge Industries, Inc. [DE]
- Phelps Dodge Katanga Corporation [DE]
- Phelps Dodge Mining (Zambia) Limited [Zambia]
- Phelps Dodge Molybdenum Corporation [DE]
- Phelps Dodge of Africa, Ltd. [DE]
- Phelps Dodge Refining Corporation [DE]
- Plains Acquisition Corporation [DE]
- Plains Vietnam Ltd. [Cayman Islands]
- Pogo Partners, Inc. [TX]
- Point Arguello Natural Gas Line Company [CA]
- Point Arguello Pipeline Company [CA]
- PT Airfast Aviation Facilities Company [Indonesia]
- PT Eksplorasi Nusa Jaya [Indonesia]
- PT Freeport Indonesia [Indonesia]
- PT Freeport Management Indonesia [Indonesia]
- PT Irja Eastern Minerals [Indonesia]
- PT Kencana Infra Nusakarya [Indonesia]
- PT Kencana Wisata Nusakarya [Indonesia]
- PT Freeport Manyar Refinery [Indonesia]
- PT Mineserve International [Indonesia]
- PT Nabire Bakti Mining [Indonesia]
- PT Papua Utama Mitra [Indonesia]
- PT Puncakjaya Power [Indonesia]
- PT Rio Tinto Indonesia [Indonesia]
- PT Smelting [Indonesia]
- PXP Gulf Coast LLC [DE]
- PXP Louisiana L.L.C. [DE]
- PXP Louisiana Operations LLC [DE]
- PXP Producing Company LLC [DE]
- Servicios Especiales Nacionales, S.A. de C.V. a.k.a. “PD SENSA” [El Salvador]
- Silver Springs Ranch, Inc. [CO]
- Sociedad Contractual Minera El Abra [Chile]
- Sociedad Minera Cerro Verde S.A.A. [Peru]
- Southern Bayou Holdings, LLC [DE]

- Southern Pearl Holdings, LLC [DE]
- Suva Reka (BVI) LTD. [BVI] Sold 12/28/2019
- Tank Barge LLC [DE]
- The Morenci Water & Electric Company [AZ]
- Timok Metals D.O.O. BOR [Serbia]
- Tucson, Cornelia and Gila Bend Railroad Company [AZ]
- United States Metals Refining Company [DE]
- Verde Valley Tax Investments, LLC [DE]
- Warren Company [AZ]
- Western Nuclear, Inc. [DE]

SCHEDULE II

Imerys Corporate Parties

CURRENT AFFILIATES

- AKROTIRIO THAHILAS DYO S.A.
- ALMATECH MINERAL INTERNATIONAL LTD
- ALUMICA CANADA INC.
- ARDOISIERES D'ANGERS
- CALDERYS ALGERIE SPA
- CALDERYS REFRACTARIOS VENEZOLANOS SA
- CALDERYS REFRAKTER
- CEBO HOLLAND B.V.
- CEBO INTERNATIONAL B.V.
- CEBO MARINE B.V.
- CEBO UK LIMITED
- DONBASSKERAMIKA
- DONKAOLIN
- ECCA HOLDINGS (PTY) LTD
- ECCA MINERALS (PTY) LTD
- ECO-BOS DEVELOPMENT LIMITED
- GEORGIA PROPPANTS LLC (f.k.a. US CERAMICS LLC)
- GIMPEX-IMERYS INDIA PRIVATE LTD
- HARBORLITE AEGEAN ENDUSTRI MINERALLERI SANAYI A.S.
- IMERTECH
- IMERYS
- IMERYS (SHANGHAI) INVESTMENT MANAGEMENT CO., LTD
- IMERYS (TIANJIN) NEW MATERIAL TECHNOLOGY CO., LTD. (f.k.a. KERNEOS (CHINA) ALUMINATE TECHNOLOGIES CO., LTD)
- IMERYS (ZHENGZHOU) NEW MATERIAL TECHNOLOGY CO., LTD
- IMERYS ADMINISTRATIVE GERMANY GMBH
- IMERYS AL ZAYANI CO. W.L.L. (f.k.a. IMERYS AL ZAYANI FUSED MINERALS CO. W.L.L.)
- IMERYS ALMERIA, SA DE CV
- IMERYS ALMERIA DIATOMITA CONCESIONES ZACOALCO S.A. de C.V. (f.k.a. ZAPATOS DE MEXICALI, S.A. DE C.V.)
- IMERYS ALUMINATES CORPORATE (f.k.a. KERNEOS CORPORATE SAS)
- IMERYS ALUMINATES LIMITED
- IMERYS ALUMINATES SA
- IMERYS ASIA PACIFIC PTE LTD
- IMERYS BEAUVOIR (f.k.a. IMERYS GREENELLE TROIS)
- IMERYS BELGIUM SA
- IMERYS BENTONITE GEORGIA LTD
- IMERYS BENTONITE HUNGARY KFT

- IMERYS BEYREDE (f.k.a. IMERYS FUSED MINERALS BEYREDE SAS)
- IMERYS BRITISH LITHIUM LIMITED (f.k.a. RESEARCH BY BRITISH LITHIUM LIMITED)
- 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 CLERAC (f.k.a. IMERYS REFRACTORY MINERALS CLERAC)
- IMERYS CZECH REPUBLIC S.R.O.
- IMERYS DIATOMITA ALICANTE, S.A.
- IMERYS DO BRASIL COMERCIO
- IMERYS DOMODOSSOLA S.P.A. (f.k.a. IMERYS FUSED MINERALS DOMODOSSOLA S.P.A.)
- IMERYS DORTMUND GMBH (f.k.a. S&B HOLDING GMBH)
- IMERYS FILTRATION FRANCE
- IMERYS FILTRATION MINERALS, INC.
- IMERYS FUSED MINERALS (YINGKOU) CO., LTD
- IMERYS FUSED MINERALS FRANCE SARL
- IMERYS FUSED MINERALS GUIZHOU CO. LTD
- IMERYS FUSED MINERALS SALTO LTDA
- IMERYS GLOMEL (f.k.a. IMERYS REFRACTORY MINERALS GLOMEL)
- 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 GREENELLE ONE
- IMERYS GREENELLE TWO
- IMERYS GREENEVILLE, INC. (f.k.a. IMERYS FUSED MINERALS GREENEVILLE, INC.)
- IMERYS INDUSTRIAL MINERALS DENMARK A/S
- IMERYS INDUSTRIAL MINERALS GREECE S.A.

- IMERYS JAPAN CO., LTD (f.k.a. IMERYS HIGH RESISTANCE MINERALS JAPAN KK)
- IMERYS KAOLIN, INC.
- IMERYS KILN FURNITURE (THAILAND) CO. LTD
- IMERYS KILN FURNITURE HUNGARY KFT.
- IMERYS KILN FURNITURE ESPAÑA, SA
- IMERYS LAUFENBURG GMBH (f.k.a. IMERYS FUSED MINERALS LAUFENBURG GMBH)
- IMERYS LITHIUM FRANCE (f.k.a. PARNASSE TRENTE DEUX)
- IMERYS MANUFACTURING KOREA LTD
- IMERYS MICA KINGS MOUTAIN, INC.
- IMERYS MIDDLE EAST HOLDING COMPANY W.L.L.
- 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 (THAILAND) LTD
- IMERYS MINERALS BULGARIA AD
- IMERYS MINERALS CHINA, INC.
- IMERYS MINERALS GMBH
- IMERYS MINERALS HOLDING LIMITED
- IMERYS MINERALS INTERNATIONAL SALES
- IMERYS MINERALS KOREA LTD
- IMERYS MINERALS LTD
- IMERYS MINERALS MALAYSIA SDN. BHD.
- IMERYS MINERALS NETHERLANDS B.V.
- IMERYS MINERALS VIETNAM LIMITED
- IMERYS MINERAUX BELGIQUE SA
- IMERYS MINÉRAUX FRANCE
- IMERYS MURG GMBH (f.k.a. IMERYS FUSED MINERALS MURG GMBH)
- IMERYS NIAGARA FALLS, INC. (f.k.a. IMERYS FUSED MINERALS NIAGARA FALLS, INC.)
- IMERYS NORFOLK, INC. (f.k.a. KERNEOS INC.)
- IMERYS OILFIELD MINERALS, INC.
- IMERYS PACIFIC LTD
- IMERYS PCC FRANCE
- IMERYS PCC UK
- IMERYS PERFORMANCE AND FILTRATION MINERALS PRIVATE LIMITED
- IMERYS PERFORMANCE MINERALS AMERICAS, INC. (f.k.a. IMERTECH USA, INC.)
- 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 POLAND S.P. Z.O.O
- IMERYS RE
- IMERYS REFRACTORY MINERALS SOUTH AFRICA (PTY) LTD
- IMERYS REFRACTORY MINERALS USA, INC.
- IMERYS RICHARDS BAY (PTY) LTD (f.k.a. KERNEOS SOUTHERN AFRICA PTY LTD)
- IMERYS ROCA RODANDO CONCESIONES HMO, S.A. de C.V.
- IMERYS RUSE D.O.O. (f.k.a. IMERYS FUSED MINERALS RUSE D.O.O.)
- 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 SYDNEY PTY LTD (f.k.a. KERNEOS AUSTRALIA PTY LTD)
- 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.[4]
- IMERYS TALC LUZENAC FRANCE
- IMERYS TALC MEXICO, SA DE CV
- IMERYS TALC UK HOLDING LTD
- IMERYS TEUTSCHENTAL (f.k.a. IMERYS FUSED MINERALS TEUTSCHENTHAL GMBH)
- IMERYS TRADING MINERALS EGYPT
- IMERYS TRUSTEES LTD
- IMERYS UK FINANCE LIMITED
- IMERYS UK LTD
- IMERYS UK PENSION FUND TRUSTEES LTD
- IMERYS USA, INC.
- IMERYS VILLACH GMBH (f.k.a. IMERYS FUSED MINERALS VILLACH GMBH)
- IMERYS VIZAG PRIVATE LIMITED (f.k.a. KERNEOS INDIA ALUMINATE TECHNOLOGIES PRIVATE LIMITED)

[4] Imerys Talc Italy S.p.A. is only an Imerys Corporate Party to the extent it does not commence a bankruptcy case.

- IMERYS WOLLASTONITE USA, LLC
- IMERYS ZHEJIANG ZIRCONIA CO., LTD
- IMERYS ZSCHORNEWITZ GMBH (f.k.a. IMERYS FUSED MINERALS ZSCHORNEWITZ GMBH)
- INDUSTRIA MACINAZIONE MINERALI PER L'INDUSTRIA CERAMICA S.P.A
- INDUSTRIAL MINERALS OF GREECE
- INSTALACIONES REFRACTARIAS C.A.
- KENTUCKY-TENNESSEE CLAY COMPANY
- KERNEOS INDIA ALUMINATE PRIVATE LIMITED
- KINTA POWDERTEC SDN. BHD
- LATOMIA N. KORAKAS SA
- LAVIOSA CHIMICA MINERARIA SPA
- LINJIANG IMERYS DIATOMITE CO., LTD
- LIQUID QUIMICA MEXICANA, SA DE CV
- LLC IMERYS ALUMINATES
- 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
- MINVEN - (C-E MINERALES DE VENEZUELA)
- MIRCAL
- MIRCAL DE MEXICO SA DE CV
- MIRCAL ITALIA SPA
- MONREFCO GMBH
- MRD-ECC CO. LTD
- MSL MINERAIS S.A.
- NIPPON POWER GRAPHITE CO., LTD
- NORTH AFRICAN INDUSTRIAL MINERAL EXPLORATION SARL - NAIMEX
- NYCO MINERALS, LLC
- PARIMETAL
- PPSA
- PT IMERYS CERAMICS INDONESIA
- PYRAMAX CERAMICS SOUTHEAST, LLC
- QUARTZ CORP (SHANGHAÏ) CO., LTD
- RECLAYM LIMITED
- REFRACTORY MINERALS (PTY) LTD
- S&B INDUSTRIAL MINERALS MOROCCO S.A.R.L.
- S&B MINERALS PARTICIPATIONS SARL
- SAMREC (PTY) LTD
- SEITISS IMERYS MINERAUX CIRCULAIRES (SIMC)
- SHANDONG IMERYS MOUNT TAI CO., LTD
- SIBIMIN OVERSEAS LTD

- THE QUARTZ CORP AS
- THE QUARTZ CORP SAS
- THE QUARTZ CORP USA
- TYGERKLOOF MINING (PTY) LTD
- VATUTINSKY KOMBINAT VOGNETRYVIV
- VERMICULITA Y DERIVADOS, SL
- VIOLET CACTUS, INC. (F.K.A. CALDERYS USA, INC.)
- VOUGIOUKLI QUARRIES AVEE
- XINYANG ATHENIAN MINING CO., LTD
- YBB CALCIUM PRODUCTS CO. LTD
- YUEYANG YINGYUE NEW MATERIALS CO., LTD

FORMER AFFILIATES

- 000 CALDERYS
- 11656490 CANADA INC.
- ADVANCED MINERALS CORPORATION
- AFRICA REFRACTORY CONSULTANTS (PTY) LTD
- AKROTIRIO TRAHILAS TRIA S.A.
- AMERICAN TRIPOLI, INC.
- AMMIN HOLDINGS, INC.
- ANADOLU PERLIT MEDENCILIK SANAYI
- ANGANG STOLLBERG & SAMIL CO., LTD
- ARC FUSED ALUMINA
- ARDOISE ET JARDIN
- AREFCON B.V.
- AREFCON HISMA B.V.
- ARTEMYN
- ARTEMYN ARG S.A.
- ARTEMYN ASIA PACIFIC PTE. LTD.
- ARTEMYN BELGIUM
- ARTEMYN BRAZIL LTDA
- ARTEMYN CANADA, ULC (f.k.a. BERG MINERALS CANADA INC.)
- ARTEMYN USA, LLC (f.k.a. AMERICARB, INC.)
- ASSOS MERMER SANAYI VE TICARET LTD SIRKETI
- AUSTRALIAN VERMICULITE INDUSTRIES (PTY) LTD
- B & B REFRACTORY SERVICES PTY LTD
- BAOTOU JINGYUAN GRAPHITE CO., LTD
- BERG MINERALS TRADING (SHANGHAÏ) CO., LTD
- BERG MINERALS UK LIMITED
- BLX TRADING SAS
- CALDERYS ALGERIE SERVICES SPA
- CALDERYS AUSTRALIA PTY LTD
- CALDERYS AUSTRIA GMBH

- CALDERYS BELGIUM
- CALDERYS CHINA
- CALDERYS CHINA CO., LTD
- CALDERYS CZECH S.R.O
- CALDERYS DANMARK A/S
- CALDERYS DE MEXICO SA DE CV
- 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 NORWAY AS
- CALDERYS POLSKA SP. Z.O.O.
- CALDERYS SOUTH AFRICA (PTY) LTD
- CALDERYS TAÏWAN CO LTD
- CALDERYS THE NETHERLANDS B.V.
- CALDERYS UKRAINE LTD
- CALDERYS UK LTD
- CALDERYS USA, LLC
- CAPTELIA
- CARBONATOS ANDINOS SA
- C-E NEWELL, INC.
- CELITE MEXICANA, SA DE CV
- CHANGBAI CELITE DIATOMITE CO., LTD
- 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
- FAGERSTA ELDFASTA AB
- FEL-MAC COMPANY LLC
- FIBERLEAN TECNOLOGIA E SOLUCOES EIRELI
- FIBERLEAN TECHNOLOGIE LIMITED
- FIBERLEAN TECHNOLOGIE NA INC.
- FOKIS MINING PARK
- GOONAMARRIS LIMITED
- GRAN BIANCO CARRARA SRL
- GUIYANG JIANAI SPECIAL ALUMINATES
- GUIZHOU S&B NEW-TYPE MATERIALS CO., LTD
- GUIZHOU STAR MINERALS CO., LTD
- GUNUNG IMBANGAN SDN. BHD
- HARBORLITE (UK) LTD
- HAZNEDAR DURER DIŞ TİCARET A.Ş (f.k.a. VENDER ENDÜSTRIYEL MALZEMELERI TICARET A.S.)
- HAZNEDAR DURER REFRAKTER MALZEMELERI SANAYI VE TICARET A.S.
- HAZNEDAR GMBH
- 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 ALÜMINÄT DIS TICARET
- IMERYS ALUMINATES ASIA PACIFIC PTE LTD
- IMERYS ALUMINATES GMBH
- IMERYS ALUMINATES GROUPE (f.k.a. KERNEOS GROUP SAS)
- IMERYS ALUMINATES ITALIA S.R.L.
- IMERYS ALUMINATES NORDIC AB
- IMERYS ARGENTINA SRL
- IMERYS BAUXITE SA (f.k.a. ELMIN BAUXITES SA)
- IMERYS BENTONITE ITALY S.P.A.
- 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 CSI SWITZERLAND SAGL
- IMERYS DIATOMITA MEXICO, SA DE CV

- IMERYS FINE CHEMICAL (CHANGSHU) CO., LTD
- IMERYS FUSED MINERALS (TAICANG) CO., LTD
- IMERYS FUSED MINERALS (ZIBO) CO., LTD
- IMERYS FUSED MINERALS HULL LIMITED
- IMERYS GECKO GRAPHITE (NAMIBIA) (PTY) LTD
- IMERYS GECKO HOLDING (NAMIBIA) (PTY) LTD
- IMERYS GECKO OKANJANDE MINING (PTY) LTD
- IMERYS GRAPHITE & CARBON (CHANGZHOU) CO., LTD
- IMERYS GRAPHITE & CARBON GERMANY GMBH
- IMERYS GRAPHITE & CARBON USA, INC.
- IMERYS ITATEX SOLUCOES MINERAIS LTDA
- IMERYS KAOLIN BELGIUM
- IMERYS KILN FURNITURE FRANCE
- IMERYS METALCASTING FRANCE SARL
- IMERYS METALCASTING GERMANY GMBH
- IMERYS MICA SUZORITE INC.
- IMERYS MINERAL AB
- 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 (INDIA) PRIVATE LIMITED
- IMERYS MINERALS (TAIWAN) LTD
- IMERYS MINERALS AUSTRALIA PTY LTD
- IMERYS MINERALS CALIFORNIA, INC.
- IMERYS MINERALS HONG KONG LIMITED
- IMERYS MINERALS JAPAN KK
- IMERYS MINERALS OY
- IMERYS MINERALS USA, INC.
- IMERYS MINERAUX DE TUNISIE "IMT"
- IMERYS MINING DEVELOPMENT (QINGYANG) CO., LTD
- IMERYS NEWQUEST (INDIA) PRIVATE LIMITED
- IMERYS PAPER CARBONATES LLC
- IMERYS PARTICIPACOES LTDA
- IMERYS PERLITA PAULINIA MINERAIS LTDA
- IMERYS PIGMENTS TRADING (SHANGHAI) CO., LTD
- IMERYS PIGMENTS, INC.
- IMERYS REFRACTARIOS PARTICIPACOES MONTE DOURADO LTDA
- IMERYS REFRACTORY MINERALS INTERNATIONAL SALES
- IMERYS REFRACTORY MINERALS JAPAN KK
- IMERYS RIO CAPIM CAULIM SA
- IMERYS SPECIALITIES JAPAN CO., LTD
- IMERYS STEELCASTING DO BRASIL LTDA

- IMERYS STEELCASTING INDIA PRIVATE LIMITED
- IMERYS STEELCASTING USA, INC.
- IMERYS TABLEWARE BALKANS SRL
- IMERYS TABLEWARE CR S.R.O.
- IMERYS TABLEWARE GUANGZHOU CO., LTD
- IMERYS TABLEWARE NEW ZEALAND LTD
- IMERYS TALC CALIFORNIA, INC.
- IMERYS TALC DELAWARE, INC.
- IMERYS TALC OHIO, INC.
- IMERYS TALC SPAIN, S.A.
- IMERYS TC
- IMERYS TCSI SWITZERLAND SAGL
- 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
- ISOCON S.A.
- ITACA S.R.L.
- KAOLIN AUSTRALIA PTY LTD
- 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 DO BRASIL COMERCIAL LTDA
- KERNEOS ESPANA SL
- KERNEOS HOLDING GROUP SAS
- KERNEOS HOLDING NORTH AMERICA, INC.
- KERNEOS HOLDING NORTHERN EUROPE LIMITED
- 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
- LAVIOSA PROMASA S.A.
- L-IMERYS INDUSTRIA E COMERCIO DE CAL LTDA
- LUXOL PHOTOVOLTAICS SN
- LUZENAC MICRO MILLING LIMITED

- MAGEMO SCI
- MASSA MINERALI SRL
- MATISCO DEVELOPPEMENT
- METALLEION METALLEYMATON
- METRAMCO (PTY) LTD
- MICRON-ITA INDUSTRIA E COMERCIO DE MINERAIS LTDA
- MINERAL HOLDINGS, INC.
- MINERALIEN SCHIFFAHRT SPEDITION UND TRANSPORT GMBH - MST
- MINERALS MILLING TUNISIA
- MINERALS TRADING, INC.
- MIRCAL ARGENTINA SRL
- MIRCAL ASIA
- MIRCAL AUSTRALIA PTY LTD
- MIRCAL BRESIL
- MIRCAL CHILI
- MIRCAL EUROPE
- MIRCAL TALC HOLDING
- MSL OVERSEAS LTD
- MULLITE COMPANY OF AMERICA – MULCOA
- N.G. JOHNSON (NORTHERN) HOLDINGS LIMITED
- N.G. JOHNSON LIMITED
- NIIGATA GCC LTD
- NIZEROLLES
- NYCO MINERALS CANADA, INC.
- ORGANIK MADENCILIK AS
- PABALK MADEN SANAYI VE TICARET A.S.
- PANSHI HUANYU WOLLASTONITE CO., LTD
- PARNASSE TRENTE ET UN
- PARNASSE TRENTE TROIS
- PARNASSE VINGT DEUX
- PERAMIN AB
- PERGEM MINERAL MADENCILIK SANAYI VE TICARET AS
- PERU MINERALS CORPORATION
- PERUCO, INC.
- PGB SA
- PLIBRICO INSTALLACIONES REFRACTARIAS
- PLIBRICO LTD
- PLR REFRACTAIRES SAS U
- PPSA OVERSEAS LTD
- PROFIMO
- PROPERTY COMPANY ONE
- PROPERTY COMPANY TWO
- PT BINAH SURINDAH CEMERLANG
- PT ESENSINDO CIPTA CEMERLANG

- PT INDOPORLEN
- PT INDOPORLEN SAKTI
- PT STOLLBERG - SAMIL INDONESIA
- PYRAMAX CERAMICS ARKANSAS, LLC
- PYRAMAX CERAMICS, LLC
- QA REFRACTORIES (PTY) LTD
- QINGDAO STOLLBERG & SAMIL CO., LTD
- QS ABRASIVI MARENGO SRL
- QUARTZ DE MAURITANIE SA
- RECURSOS MINERALES DEL NORTE, SA DE CV
- RT 043 MINERACAO LTDA
- RUMICO FEUERFESTE BAUSTOFFE GMBH
- S&B BENTONITE CHAOYANG CO., LTD
- S&B ENDUSTRIYEL MINERALLER A.S.
- S&B INDUSTRIAL MINERALS (HENAN) CO., LTD
- S&B INDUSTRIAL MINERALS (SHANGHAI) CO., LTD
- S&B INDUSTRIAL MINERALS (TIANJIN) CO., LTD
- S&B INDUSTRIAL MINERALS SPAIN S.L.U.
- S&B MINERALS FINANCE SARL
- 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
- S&B WINES S.A.
- SAMREC VERMICULITE (ZIMBABWE) (PRIVATE) LTD
- SCEA STE COLOMBE
- SCOVER PLUS
- SEG
- SERVICIOS PIEDRA TUMBANTE S.DE R.L. DE C.V.
- 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
- SPRINDEALS SIX PTY LTD
- STOLLBERG & SAMI CO., LTD
- SUNWARD REFRACTORIES CO., Ltd
- TALIMMO
- TENNESSEE ELECTRO MINERALS, INC. – TECO
- TERMORAK AB
- TERMORAK OY

- TERMORAK (THAILAND) CO LTD
- 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
- YUEYANG IMERYS ANTAI MINERALS CO., LTD
- ZHENGZHOU JIANAI SPECIAL ALUMINATES CO., LTD
- ZHENGZHOU TREIBACHER SCHLEIFMITTEL TENGDA ABRASIVES CO., LTD

SCHEDULE III

J&J Corporate Parties

- 3Dintegrated ApS
- ABD Holding Company, Inc.
- ABIOMED R&D, Inc.
- ABIOMED, Inc.
- Acclarent, Inc.
- Actelion Ltd
- Actelion Pharmaceuticals Ltd
- Actelion Pharmaceuticals Trading (Shanghai) Co., Ltd.
- Actelion Pharmaceuticals US, Inc.
- Actelion Treasury Unlimited Company
- Albany Street LLC
- ALZA Corporation
- Alza Land Management, Inc.
- AMO (Hangzhou) Co., Ltd.
- AMO (Shanghai) Medical Devices Trading Co., Ltd.
- AMO ASIA LIMITED
- AMO Australia Pty Limited
- AMO Canada Company
- AMO Denmark ApS
- AMO Development, LLC
- AMO France
- AMO Germany GmbH A
- MO Groningen B.V.
- AMO International Holdings Unlimited Company
- AMO Ireland
- AMO Italy SRL
- AMO Japan K.K.
- AMO Manufacturing USA, LLC
- AMO Netherlands BV
- AMO Nominee Holdings, LLC
- AMO Norway AS
- AMO Puerto Rico Manufacturing, Inc.
- AMO Sales and Service, Inc.
- AMO Singapore Pte. Ltd.
- AMO Spain Holdings, LLC
- AMO Switzerland GmbH
- AMO United Kingdom, Ltd.
- AMO Uppsala AB
- Anakuria Therapeutics, Inc.
- AorTx, Inc.

- Apsis SAS
- Aragon Pharmaceuticals, Inc.
- Asia Pacific Holdings, LLC
- Atrionix, Inc.
- AUB Holdings LLC
- Auris Health, Inc.
- Backsvalan 6 Handelsbolag
- Beijing Dabao Cosmetics Co., Ltd.
- BeneVir BioPharm, Inc.
- Berna Rhein B.V.
- BioMedical Enterprises, Inc.
- Biosense Webster (Israel) Ltd.
- Biosense Webster, Inc.
- Breethe, Inc.
- C Consumer Products Denmark ApS, n/k/a Coloplast Konsumerntvarer
- A/S Carlo Erba OTC S.r.l.
- Centocor Biologics, LLC
- Centocor Research & Development, Inc.
- Cerenovus, Inc.
- ChromaGenics B.V.
- Ci:z. Labo Co., Ltd.
- Cilag AG
- Cilag GmbH International
- Cilag Holding AG
- Cilag Holding Treasury Unlimited Company
- Cilag-Biotech, S.L.
- Coherex Medical, Inc.
- ColBar LifeScience Ltd.
- Consumer Test Entity
- Cordis de Mexico, S.A. de C.V.
- Corimmun GmbH
- CoTherix Inc.
- CRES Holdings, Inc.
- CrossRoads Extremity Systems, LLC
- CSATS, Inc.
- Debs-Vogue Corporation (Proprietary) Limited
- DePuy Hellas SA
- DePuy International Limited
- DePuy Ireland Unlimited Company
- DePuy Mexico, S.A. de C.V.
- DePuy Mitek, LLC
- DePuy Orthopaedics, Inc.
- DePuy Products, Inc.
- DePuy Spine, LLC

- DePuy Synthes Institute, LLC
- DePuy Synthes Products, Inc.
- DePuy Synthes Sales, Inc.
- DePuy Synthes, Inc.
- Dutch Holding LLC
- ECL7, LLC
- EES Holdings de Mexico, S. de R.L. de C.V.
- EES, S.A. de C.V.
- EIT Emerging Implant Technologies GmbH
- Ethicon Endo-Surgery (Europe) GmbH
- Ethicon Endo-Surgery, Inc.
- Ethicon Endo-Surgery, LLC
- Ethicon LLC
- Ethicon Sarl Ethicon US, LLC
- Ethicon Women's Health & Urology Sarl
- Ethicon, Inc.
- Ethnor (Proprietary) Limited
- Ethnor del Istmo S.A.
- Ethnor Farmaceutica, S.A.
- Finsbury (Development) Limited
- Finsbury (Instruments) Limited
- Finsbury Medical Limited
- Finsbury Orthopaedics International Limited
- Finsbury Orthopaedics Limited
- FMS Future Medical System SA
- GATT Technologies B.V.
- GH Biotech Holdings Limited
- Global Investment Participation B.V.
- GMED Healthcare BV
- Guangzhou Bioseal Biotech Co., Ltd.
- Hansen Medical Deutschland GmbH
- Hansen Medical International, Inc.
- Hansen Medical UK Limited
- Hansen Medical, Inc.
- Healthcare Services (Shanghai) Ltd.
- I.D. Acquisition Corp.
- Innomedic Gesellschaft für
- innovative Medizintechnik und
- Informatik mbH
- J & J Company West Africa Limited
- J&J Argentina S.A.
- J&J Holdco (NA) LLC
- J&J Intermediate Holding Corp.
- J&J Pension Trustees Limited

- J&J Productos Medicos & Farmaceuticos del Peru S.A.
- J.C. General Services BV
- Janssen Biologics (Ireland) Limited
- Janssen Biologics B.V.
- Janssen BioPharma, LLC
- Janssen Biotech, Inc.
- Janssen Cilag Farmaceutica S.A.
- Janssen Cilag S.p.A.
- Janssen Cilag SPA
- Janssen Cilag, C.A.
- Janssen Development
- Finance Unlimited Company
- Janssen Egypt LLC
- Janssen Farmaceutica Portugal Lda
- Janssen France Treasury Unlimited Company
- Janssen Global Services, LLC
- Janssen Holding GmbH
- Janssen Inc.
- Janssen Irish Finance Unlimited Company
- Janssen Japan Treasury Unlimited Company
- Janssen Korea Ltd.
- Janssen Mexico Treasury Unlimited Company
- Janssen Oncology, Inc.
- Janssen Ortho LLC
- Janssen Pharmaceutica (Proprietary) Limited
- Janssen Pharmaceutica NV
- Janssen Pharmaceutica S.A.
- Janssen Pharmaceutical K.K.
- Janssen Pharmaceutical Sciences Unlimited Company
- Janssen Pharmaceutical Unlimited Company
- Janssen Pharmaceuticals, Inc.
- Janssen Products, LP
- Janssen R&D Ireland Unlimited Company
- Janssen Research & Development, LLC
- Janssen Sciences Ireland Unlimited Company
- Janssen Scientific Affairs, LLC
- Janssen Supply Group, LLC
- Janssen Vaccines & Prevention B.V.
- Janssen Vaccines Corp.
- Janssen-Cilag
- Janssen-Cilag (New Zealand) Limited
- Janssen-Cilag A/S
- Janssen-Cilag AG
- Janssen-Cilag Aktiebolag

- Janssen-Cilag AS
- Janssen-Cilag B.V.
- Janssen-Cilag d.o.o. Beograd
- Janssen-Cilag de Mexico S. de R.L. de C.V.
- Janssen-Cilag Farmaceutica Lda.
- Janssen-Cilag Farmaceutica Ltda.
- Janssen-Cilag GmbH
- Janssen-Cilag International NV
- Janssen-Cilag Kft.
- Janssen-Cilag Limited
- Janssen-Cilag Manufacturing, LLC
- Janssen-Cilag NV
- Janssen-Cilag OY
- Janssen-Cilag Pharma GmbH
- Janssen-Cilag Pharmaceutical S.A.C.I.
- Janssen-Cilag Polska, Sp. z o.o.
- Janssen-Cilag Pty Ltd Janssen-Cilag S.A.
- Janssen-Cilag s.r.o.
- Janssen-Cilag, S.A.
- Janssen-Cilag, S.A. de C.V.
- Janssen-Pharma, S.L.
- J-C Health Care Ltd.
- Jevco Holding, Inc.
- JJ Surgical Vision Spain, S.L.
- JJC Acquisition Company B.V.
- JJHC, LLC
- JJSV Belgium BV
- JJSV Manufacturing Malaysia SDN. BHD.
- JJSV Norden AB
- JJSV Produtos Oticos Ltda.
- JNJ Global Business Services s.r.o.
- JNJ Holding EMEA B.V.
- JNJ International Investment LLC
- JNTL (APAC) HoldCo 2 LLC
- JNTL (APAC) HoldCo 3 Pte. Ltd.
- JNTL (APAC) HoldCo LLC
- JNTL (APAC) HoldCo Pte. Ltd.
- JNTL (Japan) HoldCo Inc.
- JNTL (Malaysia) Sdn. Bhd.
- JNTL (Middle East) HoldCo LLC
- JNTL (Puerto Rico) HoldCo GmbH
- JNTL (Shanghai) Investment Co., Ltd.
- JNTL (Switzerland) HoldCo GmbH
- JNTL (Thailand) HoldCo LLC

- JNTL (UK) HoldCo Limited
- JNTL Consumer Health (Belgium) BV
- JNTL Consumer Health (Brazil) Ltda.
- JNTL Consumer Health (Czech Republic) s.r.o.
- JNTL Consumer Health (Dominican Republic), S.A.S.
- JNTL Consumer Health (Finland) Oy
- JNTL Consumer Health (France) SAS
- JNTL Consumer Health (Hungary) Kft
- JNTL Consumer Health (India) Private Limited
- JNTL Consumer Health (New Zealand) Limited
- JNTL Consumer Health (Norway) AS
- JNTL Consumer Health (Philippines) Inc.
- JNTL Consumer Health (Poland) sp. z o.o.
- JNTL Consumer Health (Portugal) Limitada
- JNTL Consumer Health (Services) LLC
- JNTL Consumer Health (Slovakia), s.r.o.
- JNTL Consumer Health (Spain), S.L.
- JNTL Consumer Health (Taiwan) Limited
- JNTL Consumer Health (Vietnam) Co. Ltd.
- JNTL Consumer Health General Services BV
- JNTL Consumer Health I (Ireland) Limited
- JNTL Consumer Health I (Switzerland) GmbH
- JNTL Consumer Health II (Switzerland) GmbH
- JNTL Consumer Health LLC
- JNTL Consumer Health Mexico, S. de R.L. de C.V.
- JNTL Consumer Health Middle East FZ-LLC
- JNTL HoldCo 2 LLC
- JNTL HoldCo 3 LLC
- JNTL HoldCo 4 LLC
- JNTL HoldCo 5 LLC
- JNTL HoldCo 6 LLC
- JNTL HoldCo 7 LLC
- JNTL HoldCo 8 LLC
- JNTL HoldCo LLC
- JNTL Holdings 2, Inc.
- JNTL Holdings 3, Inc.
- JNTL Holdings B.V.
- JNTL Holdings, Inc.
- JNTL Ireland HoldCo 2 B.V.
- JNTL Netherlands HoldCo B.V.
- JNTL Turkey Tüketici Sağlığı Limited Şirketi
- Johnson & Johnson
- Johnson & Johnson - Societa’ Per Azioni
- Johnson & Johnson (Angola), Limitada

- Johnson & Johnson (Australia) Pty Ltd
- Johnson & Johnson (Canada) Inc.
- Johnson & Johnson (China) Investment Ltd.
- Johnson & Johnson (Ecuador) S.A.
- Johnson & Johnson (Egypt) S.A.E.
- Johnson & Johnson (Hong Kong) Limited
- Johnson & Johnson (Ireland) Limited
- Johnson & Johnson (Jamaica) Limited
- Johnson & Johnson (Kenya) Limited
- Johnson & Johnson (Middle East) Inc.
- Johnson & Johnson (Mozambique), Limitada
- Johnson & Johnson (Namibia) (Proprietary) Limited
- Johnson & Johnson (New Zealand) Limited
- Johnson & Johnson (Philippines), Inc.
- Johnson & Johnson (Private) Limited
- Johnson & Johnson (Singapore) Holdco LLC
- Johnson & Johnson (Thailand) Ltd.
- Johnson & Johnson (Trinidad) Limited
- Johnson & Johnson (Vietnam) Co., Ltd
- Johnson & Johnson AB
- Johnson & Johnson AG
- Johnson & Johnson Bulgaria EOOD
- Johnson & Johnson China Ltd.
- Johnson & Johnson Consumer (Hong Kong) Limited
- Johnson & Johnson Consumer (Thailand) Limited
- Johnson & Johnson Consumer B.V.
- Johnson & Johnson Consumer Holdings France
- Johnson & Johnson Consumer Inc.
- Johnson & Johnson Consumer NV
- Johnson & Johnson Consumer Saudi Arabia Limited
- Johnson & Johnson Consumer Services EAME Ltd.
- Johnson & Johnson d.o.o.
- Johnson & Johnson de Argentina S.A.C. e. I.
- Johnson & Johnson de Chile S.A.
- Johnson & Johnson de Colombia S.A.
- Johnson & Johnson de Mexico, S.A. de C.V.
- Johnson & Johnson de Uruguay S.A.
- Johnson & Johnson de Venezuela, S.A.
- Johnson & Johnson del Ecuador, S.A.
- Johnson & Johnson Del Paraguay, S.A.
- Johnson & Johnson del Peru S.A.
- Johnson & Johnson do Brasil Industria E Comercio de Produtos Para Saude Ltda.
- Johnson & Johnson Dominicana, S.A.S.
- Johnson & Johnson Enterprise Innovation Inc.

- Johnson & Johnson European Treasury Unlimited Company
- Johnson & Johnson Finance Corporation
- Johnson & Johnson Finance Limited
- Johnson & Johnson Financial Services GmbH
- Johnson & Johnson for Export and Import LLC
- Johnson & Johnson Gateway, LLC
- Johnson & Johnson Gesellschaft m.b.H.
- Johnson & Johnson GmbH
- Johnson & Johnson GT, Sociedad Anónima
- Johnson & Johnson Guatemala, S.A.
- Johnson & Johnson Health and Wellness Solutions, Inc.
- Johnson & Johnson Health Care Systems Inc.
- Johnson & Johnson Hellas Commercial and Industrial S.A.
- Johnson & Johnson Hellas Consumer Products Commercial Societe Anonyme
- Johnson & Johnson Hemisferica S.A.
- Johnson & Johnson Holdco (NA) Inc.
- Johnson & Johnson Holdco (NA) Inc.
- Johnson & Johnson Holding GmbH
- Johnson & Johnson Holdings (Austria) GmbH
- Johnson & Johnson Inc.
- Johnson & Johnson Industrial Ltda.
- Johnson & Johnson Innovation - JJDC, Inc.
- Johnson & Johnson Innovation Limited
- Johnson & Johnson Innovation LLC
- Johnson & Johnson International
- Johnson & Johnson International (Singapore) Pte. Ltd.
- Johnson & Johnson International Financial Services Unlimited Company
- Johnson & Johnson Irish Finance Company Limited
- Johnson & Johnson K.K. Johnson & Johnson Kft.
- Johnson & Johnson Korea Selling & Distribution LLC
- Johnson & Johnson Korea, Ltd.
- Johnson & Johnson Limited
- Johnson & Johnson LLC
- Johnson & Johnson Luxembourg Finance Company Sarl
- Johnson & Johnson Management Limited
- Johnson & Johnson Medical (China) Ltd.
- Johnson & Johnson Medical (Proprietary) Ltd
- Johnson & Johnson Medical (Shanghai) Ltd.
- Johnson & Johnson Medical (Suzhou) Ltd.
- Johnson & Johnson Medical B.V.
- Johnson & Johnson Medical Devices & Diagnostics Group - Latin America, L.L.C.
- Johnson & Johnson Medical GmbH
- Johnson & Johnson Medical Greece Single Member S.A.

- Johnson & Johnson Medical Korea Ltd.
- Johnson & Johnson Medical Limited
- Johnson & Johnson Medical Mexico, S.A. de C.V.
- Johnson & Johnson Medical NV
- Johnson & Johnson Medical Products GmbH
- Johnson & Johnson Medical Pty Ltd
- Johnson & Johnson Medical S.A.
- Johnson & Johnson Medical S.p.A.
- Johnson & Johnson Medical SAS
- Johnson & Johnson Medical Saudi Arabia Limited
- Johnson & Johnson Medical Taiwan Ltd.
- Johnson & Johnson Medical, S.C.S.
- Johnson & Johnson Medikal Sanayi ve Ticaret Limited Sirketi
- Johnson & Johnson MedTech (Thailand) Ltd.
- Johnson & Johnson Medtech Colombia S.A.S.
- Johnson & Johnson Middle East FZ-LLC
- Johnson & Johnson Morocco Societe Anonyme
- Johnson & Johnson Nordic AB
- Johnson & Johnson Pacific Pty Limited
- Johnson & Johnson Pakistan (Private) Limited
- Johnson & Johnson Panama, S.A.
- Johnson & Johnson Personal Care (Chile) S.A.
- Johnson & Johnson Pharmaceutical Ltd.
- Johnson & Johnson Poland Sp. z o.o.
- Johnson & Johnson Private Limited
- Johnson & Johnson Pte. Ltd.
- Johnson & Johnson Pty. Limited
- Johnson & Johnson Romania S.R.L.
- Johnson & Johnson S.E. d.o.o.
- Johnson & Johnson S.E., Inc.
- Johnson & Johnson Sante Beaute France
- Johnson & Johnson SDN. BHD.
- Johnson & Johnson Services, Inc.
- Johnson & Johnson Surgical Vision India Private Limited
- Johnson & Johnson Surgical Vision, Inc.
- Johnson & Johnson Taiwan Ltd.
- Johnson & Johnson UK Treasury Company Limited
- Johnson & Johnson Ukraine LLC
- Johnson & Johnson Urban Renewal Associates
- Johnson & Johnson Vision Care (Australia) Pty Ltd
- Johnson & Johnson Vision Care (Shanghai) Ltd.
- Johnson & Johnson Vision Care Ireland Unlimited Company
- Johnson & Johnson Vision Care, Inc.
- Johnson & Johnson Vision Korea, Ltd.

- Johnson & Johnson, Lda
- Johnson & Johnson, S.A.
- Johnson & Johnson, S.A. de C.V.
- Johnson & Johnson, s.r.o.
- Johnson & Johnson, s.r.o.
- Johnson and Johnson (Proprietary) Limited
- Johnson and Johnson Sihhi Malzeme Sanayi Ve Ticaret Limited Sirketi
- Johnson Y Johnson de Costa Rica, S.A.
- JOM Pharmaceutical Services, Inc.
- Kenvue Inc.
- La Concha Land Investment Corporation
- McNeil AB
- McNeil Consumer Pharmaceuticals Co.
- McNeil Denmark ApS
- McNeil Healthcare (Ireland) Limited
- McNeil Healthcare (UK) Limited
- McNeil Healthcare LLC
- McNeil Iberica S.L.U.
- McNeil LA LLC
- McNEIL MMP, LLC
- McNeil Nutritionals, LLC
- McNeil Panama, LLC
- McNeil Products Limited
- McNeil Sweden AB
- Medical Device Business Services, Inc.
- Medical Devices & Diagnostics Global Services, LLC
- Medical Devices International LLC
- Medos International Sarl Medos Sarl
- MegaDyne Medical Products, Inc.
- Menlo Care De Mexico, S.A. de C.V.
- Mentor B.V.
- Mentor Deutschland GmbH
- Mentor Medical Systems B.V.
- Mentor Partnership Holding Company I, LLC
- Mentor Texas GP LLC
- Mentor Texas L.P. Mentor Worldwide LLC
- Middlesex Assurance Company Limited
- Momenta Ireland Limited
- Momenta Pharmaceuticals, Inc.
- NeoStrata Company, Inc.
- NeoStrata UG (haftungsbeschränkt)
- Netherlands Holding Company
- Neuravi Limited
- NeuWave Medical, Inc.

- Novira Therapeutics, LLC
- NuVera Medical, Inc.
- Obtech Medical Mexico, S.A. de C.V.
- OBTECH Medical Sarl
- OGX Beauty Limited
- OMJ Holding GmbH
- OMJ Pharmaceuticals, Inc.
- Omrix Biopharmaceuticals Ltd.
- Omrix Biopharmaceuticals NV
- Omrix Biopharmaceuticals, Inc.
- Ortho Biologics LLC
- Ortho Biotech Holding LLC
- Orthospin Ltd.
- Orthotaxy SAS
- Patriot Pharmaceuticals, LLC
- Pecos River Talc LLC
- Peninsula Pharmaceuticals, LLC
- Percivia LLC
- Pharmadirect Ltd.
- Pharmedica Laboratories (Proprietary) Limited
- preCARDIA, Inc.
- Princeton Laboratories, Inc.
- Productos de Cuidado Personal y de La Salud de Bolivia S.R.L.
- Proleader S.A.
- Prosidyan, Inc.
- PT Integrated Healthcare Indonesia
- PT Johnson & Johnson Indonesia
- PT Johnson and Johnson Indonesia Two
- Pulsar Vascular, Inc.
- Red River Talc LLC
- Regency Urban Renewal Associates
- RespiVert Ltd.
- Review Manager Test Entity 2
- Royalty A&M LLC
- Royalty A&M LLC
- Rutan Realty LLC
- Scios LLC
- Serhum S.A. de C.V.
- Shanghai Elsker Mother & Baby Co., Ltd
- Shanghai Johnson & Johnson Ltd.
- Shanghai Johnson & Johnson Pharmaceuticals Ltd.
- Sodiac ESV
- Spectrum Vision Limited Liability Company
- Spectrum Vision Limited Liability Partnership

- SterilMed, Inc.
- Surgical Process Institute Deutschland GmbH
- Synthes Costa Rica S.C.R., Limitada
- SYNTHES GmbH
- Synthes GmbH Synthes Holding AG
- Synthes Holding Limited
- SYNTHES Medical Immobilien GmbH
- Synthes Medical Surgical Equipment & Instruments Trading LLC
- Synthes Produktions GmbH
- Synthes Proprietary Limited
- Synthes S.M.P., S. de R.L. de C.V.
- Synthes Tuttlingen GmbH
- Synthes USA Products, LLC
- Synthes USA, LLC
- Synthes, Inc.
- TARIS Biomedical LLC
- TearScience, Inc.
- The Anspach Effort, LLC
- The Vision Care Institute, LLC
- Tibotec, LLC
- Torax Medical, Inc.
- UAB “Johnson & Johnson”
- Vania Expansion
- Verb Surgical Inc.
- Vision Care Finance Unlimited Company
- Vogue International LLC
- WH4110 Development Company, L.L.C.
- Xian Janssen Pharmaceutical Ltd.
- XO1 Limited Zarbee’s, Inc.

SCHEDULE IV

CYPRUS DEFAULT ACCOUNT INFORMATION:

Bank Name:	Bank of America
Bank Address:	901 Main Street, 7th Floor Dallas, TX 75202
Account Number:	[redacted]4299
Routing Number DOM. WIRES:	[redacted]9593
SWIFT Code INTL WIRES:	BOFAUS3N
Account Name:	Cyprus Mines Corporation
Account Address:	333 North Central Ave Phoenix, AZ 85004

IMERYS DEFAULT ACCOUNT INFORMATION:

Bank Name:	Western Alliance Bank
Bank Address:	One East Washington Ste 2500 Phoenix, Arizona 85004 U.S.A.
ABA Routing Number:	[redacted]5980
SWIFT Code:	BBFXUS6S
Beneficiary Name:	Imerys Talc America Inc
Beneficiary Account Number:	[redacted]6305
Beneficiary Address:	1301 Avenue Of The Americas New York NY 10019-6022
Special Instructions:	As applicable

SCHEDULE I

Imerys Corporate Parties

CURRENT AFFILIATES

- AKROTIRIO THAHILAS DYO S.A.
- ALMATECH MINERAL INTERNATIONAL LTD
- ALUMICA CANADA INC.
- ARDOISIERES D'ANGERS
- CALDERYS ALGERIE SPA
- CALDERYS REFRACTARIOS VENEZOLANOS SA
- CALDERYS REFRAKTER
- CEBO HOLLAND B.V.
- CEBO INTERNATIONAL B.V.
- CEBO MARINE B.V.
- CEBO UK LIMITED
- DONBASSKERAMIKA
- DONKAOLIN
- ECCA HOLDINGS (PTY) LTD
- ECCA MINERALS (PTY) LTD
- ECO-BOS DEVELOPMENT LIMITED
- GEORGIA PROPPANTS LLC (f.k.a. US CERAMICS LLC)
- GIMPEX-IMERYS INDIA PRIVATE LTD
- HARBORLITE AEGEAN ENDUSTRI MINERALLERI SANAYI A.S.
- IMERTECH
- IMERYS
- IMERYS (SHANGHAI) INVESTMENT MANAGEMENT CO., LTD
- IMERYS (TIANJIN) NEW MATERIAL TECHNOLOGY CO., LTD. (f.k.a. KERNEOS (CHINA) ALUMINATE TECHNOLOGIES CO., LTD)
- IMERYS (ZHENGZHOU) NEW MATERIAL TECHNOLOGY CO., LTD
- IMERYS ADMINISTRATIVE GERMANY GMBH
- IMERYS AL ZAYANI CO. W.L.L. (f.k.a. IMERYS AL ZAYANI FUSED MINERALS CO. W.L.L.)
- IMERYS ALMERIA, SA DE CV
- IMERYS ALMERIA DIATOMITA CONCESIONES ZACOALCO S.A. de C.V. (f.k.a. ZAPATOS DE MEXICALI, S.A. DE C.V.)
- IMERYS ALUMINATES CORPORATE (f.k.a. KERNEOS CORPORATE SAS)
- IMERYS ALUMINATES LIMITED
- IMERYS ALUMINATES SA
- IMERYS ASIA PACIFIC PTE LTD
- IMERYS BEAUVOIR (f.k.a. IMERYS GREENELLE TROIS)
- IMERYS BELGIUM SA
- IMERYS BENTONITE GEORGIA LTD

- IMERYS BENTONITE HUNGARY KFT
- IMERYS BEYREDE (f.k.a. IMERYS FUSED MINERALS BEYREDE SAS)
- IMERYS BRITISH LITHIUM LIMITED (f.k.a. RESEARCH BY BRITISH LITHIUM LIMITED)
- 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 CLERAC (f.k.a. IMERYS REFRACTORY MINERALS CLERAC)
- IMERYS CZECH REPUBLIC S.R.O.
- IMERYS DIATOMITA ALICANTE, S.A.
- IMERYS DO BRASIL COMERCIO
- IMERYS DOMODOSSOLA S.P.A. (f.k.a. IMERYS FUSED MINERALS DOMODOSSOLA S.P.A.)
- IMERYS DORTMUND GMBH (f.k.a. S&B HOLDING GMBH)
- IMERYS FILTRATION FRANCE
- IMERYS FILTRATION MINERALS, INC.
- IMERYS FUSED MINERALS (YINGKOU) CO., LTD
- IMERYS FUSED MINERALS FRANCE SARL
- IMERYS FUSED MINERALS GUIZHOU CO. LTD
- IMERYS FUSED MINERALS SALTO LTDA
- IMERYS GLOMEL (f.k.a. IMERYS REFRACTORY MINERALS GLOMEL)
- 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 GREENELLE ONE
- IMERYS GREENELLE TWO
- IMERYS GREENEVILLE, INC. (f.k.a. IMERYS FUSED MINERALS GREENEVILLE, INC.)
- IMERYS INDUSTRIAL MINERALS DENMARK A/S
- IMERYS INDUSTRIAL MINERALS GREECE S.A.

- IMERYS JAPAN CO., LTD (f.k.a. IMERYS HIGH RESISTANCE MINERALS JAPAN KK)
- IMERYS KAOLIN, INC.
- IMERYS KILN FURNITURE (THAILAND) CO. LTD
- IMERYS KILN FURNITURE HUNGARY KFT.
- IMERYS KILN FURNITURE ESPAÑA, SA
- IMERYS LAUFENBURG GMBH (f.k.a. IMERYS FUSED MINERALS LAUFENBURG GMBH)
- IMERYS LITHIUM FRANCE (f.k.a. PARNASSE TRENTE DEUX)
- IMERYS MANUFACTURING KOREA LTD
- IMERYS MICA KINGS MOUTAIN, INC.
- IMERYS MIDDLE EAST HOLDING COMPANY W.L.L.
- 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 (THAILAND) LTD
- IMERYS MINERALS BULGARIA AD
- IMERYS MINERALS CHINA, INC.
- IMERYS MINERALS GMBH
- IMERYS MINERALS HOLDING LIMITED
- IMERYS MINERALS INTERNATIONAL SALES
- IMERYS MINERALS KOREA LTD
- IMERYS MINERALS LTD
- IMERYS MINERALS MALAYSIA SDN. BHD.
- IMERYS MINERALS NETHERLANDS B.V.
- IMERYS MINERALS VIETNAM LIMITED
- IMERYS MINERAUX BELGIQUE SA
- IMERYS MINÉRAUX FRANCE
- IMERYS MURG GMBH (f.k.a. IMERYS FUSED MINERALS MURG GMBH)
- IMERYS NIAGARA FALLS, INC. (f.k.a. IMERYS FUSED MINERALS NIAGARA FALLS, INC.)
- IMERYS NORFOLK, INC. (f.k.a. KERNEOS INC.)
- IMERYS OILFIELD MINERALS, INC.
- IMERYS PACIFIC LTD
- IMERYS PCC FRANCE
- IMERYS PCC UK
- IMERYS PERFORMANCE AND FILTRATION MINERALS PRIVATE LIMITED
- IMERYS PERFORMANCE MINERALS AMERICAS, INC. (f.k.a. IMERTECH USA, INC.)
- 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 POLAND S.P. Z.O.O
- IMERYS RE
- IMERYS REFRACTORY MINERALS SOUTH AFRICA (PTY) LTD
- IMERYS REFRACTORY MINERALS USA, INC.
- IMERYS RICHARDS BAY (PTY) LTD (f.k.a. KERNEOS SOUTHERN AFRICA PTY LTD)
- IMERYS ROCA RODANDO CONCESIONES HMO, S.A. de C.V.
- IMERYS RUSE D.O.O. (f.k.a. IMERYS FUSED MINERALS RUSE D.O.O.)
- 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 SYDNEY PTY LTD (f.k.a. KERNEOS AUSTRALIA PTY LTD)
- 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 UK HOLDING LTD
- IMERYS TEUTSCHENTAL (f.k.a. IMERYS FUSED MINERALS TEUTSCHENTHAL GMBH)
- IMERYS TRADING MINERALS EGYPT
- IMERYS TRUSTEES LTD
- IMERYS UK FINANCE LIMITED
- IMERYS UK LTD
- IMERYS UK PENSION FUND TRUSTEES LTD
- IMERYS USA, INC.
- IMERYS VILLACH GMBH (f.k.a. IMERYS FUSED MINERALS VILLACH GMBH)
- IMERYS VIZAG PRIVATE LIMITED (f.k.a. KERNEOS INDIA ALUMINATE TECHNOLOGIES PRIVATE LIMITED)

[1] Imerys Talc Italy S.p.A. is only an Imerys Corporate Party to the extent it does not commence a bankruptcy case.

- IMERYS WOLLASTONITE USA, LLC
- IMERYS ZHEJIANG ZIRCONIA CO., LTD
- IMERYS ZSCHORNEWITZ GMBH (f.k.a. IMERYS FUSED MINERALS ZSCHORNEWITZ GMBH)
- INDUSTRIA MACINAZIONE MINERALI PER L'INDUSTRIA CERAMICA S.P.A
- INDUSTRIAL MINERALS OF GREECE
- INSTALACIONES REFRACTARIAS C.A.
- KENTUCKY-TENNESSEE CLAY COMPANY
- KERNEOS INDIA ALUMINATE PRIVATE LIMITED
- KINTA POWDERTEC SDN. BHD
- LATOMIA N. KORAKAS SA
- LAVIOSA CHIMICA MINERARIA SPA
- LINJIANG IMERYS DIATOMITE CO., LTD
- LIQUID QUIMICA MEXICANA, SA DE CV
- LLC IMERYS ALUMINATES
- 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
- MINVEN - (C-E MINERALES DE VENEZUELA)
- MIRCAL
- MIRCAL DE MEXICO SA DE CV
- MIRCAL ITALIA SPA
- MONREFCO GMBH
- MRD-ECC CO. LTD
- MSL MINERAIS S.A.
- NIPPON POWER GRAPHITE CO., LTD
- NORTH AFRICAN INDUSTRIAL MINERAL EXPLORATION SARL - NAIMEX
- NYCO MINERALS, LLC
- PARIMETAL
- PPSA
- PT IMERYS CERAMICS INDONESIA
- PYRAMAX CERAMICS SOUTHEAST, LLC
- QUARTZ CORP (SHANGHAÏ) CO., LTD
- RECLAYM LIMITED
- REFRACTORY MINERALS (PTY) LTD
- S&B INDUSTRIAL MINERALS MOROCCO S.A.R.L.
- S&B MINERALS PARTICIPATIONS SARL
- SAMREC (PTY) LTD
- SEITISS IMERYS MINERAUX CIRCULAIRES (SIMC)
- SHANDONG IMERYS MOUNT TAI CO., LTD
- SIBIMIN OVERSEAS LTD

- THE QUARTZ CORP AS
- THE QUARTZ CORP SAS
- THE QUARTZ CORP USA
- TYGERKLOOF MINING (PTY) LTD
- VATUTINSKY KOMBINAT VOGNETRYVIV
- VERMICULITA Y DERIVADOS, SL
- VIOLET CACTUS, INC. (F.K.A. CALDERYS USA, INC.)
- VOUGIOUKLI QUARRIES AVEE
- XINYANG ATHENIAN MINING CO., LTD
- YBB CALCIUM PRODUCTS CO. LTD
- YUEYANG YINGYUE NEW MATERIALS CO., LTD

FORMER AFFILIATES

- 000 CALDERYS
- 11656490 CANADA INC.
- ADVANCED MINERALS CORPORATION
- AFRICA REFRACTORY CONSULTANTS (PTY) LTD
- AKROTIRIO TRAHILAS TRIA S.A.
- AMERICAN TRIPOLI, INC.
- AMMIN HOLDINGS, INC.
- ANADOLU PERLIT MEDENCILIK SANAYI
- ANGANG STOLLBERG & SAMIL CO., LTD
- ARC FUSED ALUMINA
- ARDOISE ET JARDIN
- AREFCON B.V.
- AREFCON HISMA B.V.
- ARTEMYN
- ARTEMYN ARG S.A.
- ARTEMYN ASIA PACIFIC PTE. LTD.
- ARTEMYN BELGIUM
- ARTEMYN BRAZIL LTDA
- ARTEMYN CANADA, ULC (f.k.a. BERG MINERALS CANADA INC.)
- ARTEMYN USA, LLC (f.k.a. AMERICARB, INC.)
- ASSOS MERMER SANAYI VE TICARET LTD SIRKETI
- AUSTRALIAN VERMICULITE INDUSTRIES (PTY) LTD
- B & B REFRACTORY SERVICES PTY LTD
- BAOTOU JINGYUAN GRAPHITE CO., LTD
- BERG MINERALS TRADING (SHANGHAÏ) CO., LTD
- BERG MINERALS UK LIMITED
- BLX TRADING SAS
- CALDERYS ALGERIE SERVICES SPA
- CALDERYS AUSTRALIA PTY LTD
- CALDERYS AUSTRIA GMBH

- CALDERYS BELGIUM
- CALDERYS CHINA
- CALDERYS CHINA CO., LTD
- CALDERYS CZECH S.R.O
- CALDERYS DANMARK A/S
- CALDERYS DE MEXICO SA DE CV
- 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 NORWAY AS
- CALDERYS POLSKA SP. Z.O.O.
- CALDERYS SOUTH AFRICA (PTY) LTD
- CALDERYS TAÏWAN CO LTD
- CALDERYS THE NETHERLANDS B.V.
- CALDERYS UKRAINE LTD
- CALDERYS UK LTD
- CALDERYS USA, LLC
- CAPTELIA
- CARBONATOS ANDINOS SA
- C-E NEWELL, INC.
- CELITE MEXICANA, SA DE CV
- CHANGBAI CELITE DIATOMITE CO., LTD
- 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
- FAGERSTA ELDFASTA AB
- FEL-MAC COMPANY LLC
- FIBERLEAN TECNOLOGIA E SOLUCOES EIRELI
- FIBERLEAN TECHNOLOGIE LIMITED
- FIBERLEAN TECHNOLOGIE NA INC.
- FOKIS MINING PARK
- GOONAMARRIS LIMITED
- GRAN BIANCO CARRARA SRL
- GUIYANG JIANAI SPECIAL ALUMINATES
- GUIZHOU S&B NEW-TYPE MATERIALS CO., LTD
- GUIZHOU STAR MINERALS CO., LTD
- GUNUNG IMBANGAN SDN. BHD
- HARBORLITE (UK) LTD
- HAZNEDAR DURER DIŞ TİCARET A.Ş (f.k.a. VENDER ENDÜSTRIYEL MALZEMELERI TICARET A.S.)
- HAZNEDAR DURER REFRAKTER MALZEMELERI SANAYI VE TICARET A.S.
- HAZNEDAR GMBH
- 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 ALÜMINÄT DIS TICARET
- IMERYS ALUMINATES ASIA PACIFIC PTE LTD
- IMERYS ALUMINATES GMBH
- IMERYS ALUMINATES GROUPE (f.k.a. KERNEOS GROUP SAS)
- IMERYS ALUMINATES ITALIA S.R.L.
- IMERYS ALUMINATES NORDIC AB
- IMERYS ARGENTINA SRL
- IMERYS BAUXITE SA (f.k.a. ELMIN BAUXITES SA)
- IMERYS BENTONITE ITALY S.P.A.
- 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 CSI SWITZERLAND SAGL
- IMERYS DIATOMITA MEXICO, SA DE CV

- IMERYS FINE CHEMICAL (CHANGSHU) CO., LTD
- IMERYS FUSED MINERALS (TAICANG) CO., LTD
- IMERYS FUSED MINERALS (ZIBO) CO., LTD
- IMERYS FUSED MINERALS HULL LIMITED
- IMERYS GECKO GRAPHITE (NAMIBIA) (PTY) LTD
- IMERYS GECKO HOLDING (NAMIBIA) (PTY) LTD
- IMERYS GECKO OKANJANDE MINING (PTY) LTD
- IMERYS GRAPHITE & CARBON (CHANGZHOU) CO., LTD
- IMERYS GRAPHITE & CARBON GERMANY GMBH
- IMERYS GRAPHITE & CARBON USA, INC.
- IMERYS ITATEX SOLUCOES MINERAIS LTDA
- IMERYS KAOLIN BELGIUM
- IMERYS KILN FURNITURE FRANCE
- IMERYS METALCASTING FRANCE SARL
- IMERYS METALCASTING GERMANY GMBH
- IMERYS MICA SUZORITE INC.
- IMERYS MINERAL AB
- 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 (INDIA) PRIVATE LIMITED
- IMERYS MINERALS (TAIWAN) LTD
- IMERYS MINERALS AUSTRALIA PTY LTD
- IMERYS MINERALS CALIFORNIA, INC.
- IMERYS MINERALS HONG KONG LIMITED
- IMERYS MINERALS JAPAN KK
- IMERYS MINERALS OY
- IMERYS MINERALS USA, INC.
- IMERYS MINERAUX DE TUNISIE "IMT"
- IMERYS MINING DEVELOPMENT (QINGYANG) CO., LTD
- IMERYS NEWQUEST (INDIA) PRIVATE LIMITED
- IMERYS PAPER CARBONATES LLC
- IMERYS PARTICIPACOES LTDA
- IMERYS PERLITA PAULINIA MINERAIS LTDA
- IMERYS PIGMENTS TRADING (SHANGHAI) CO., LTD
- IMERYS PIGMENTS, INC.
- IMERYS REFRACTARIOS PARTICIPACOES MONTE DOURADO LTDA
- IMERYS REFRACTORY MINERALS INTERNATIONAL SALES
- IMERYS REFRACTORY MINERALS JAPAN KK
- IMERYS RIO CAPIM CAULIM SA
- IMERYS SPECIALITIES JAPAN CO., LTD
- IMERYS STEELCASTING DO BRASIL LTDA

- IMERYS STEELCASTING INDIA PRIVATE LIMITED
- IMERYS STEELCASTING USA, INC.
- IMERYS TABLEWARE BALKANS SRL
- IMERYS TABLEWARE CR S.R.O.
- IMERYS TABLEWARE GUANGZHOU CO., LTD
- IMERYS TABLEWARE NEW ZEALAND LTD
- IMERYS TALC CALIFORNIA, INC.
- IMERYS TALC DELAWARE, INC.
- IMERYS TALC OHIO, INC.
- IMERYS TALC SPAIN, S.A.
- IMERYS TC
- IMERYS TCSI SWITZERLAND SAGL
- 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
- ISOCON S.A.
- ITACA S.R.L.
- KAOLIN AUSTRALIA PTY LTD
- 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 DO BRASIL COMERCIAL LTDA
- KERNEOS ESPANA SL
- KERNEOS HOLDING GROUP SAS
- KERNEOS HOLDING NORTH AMERICA, INC.
- KERNEOS HOLDING NORTHERN EUROPE LIMITED
- 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
- LAVIOSA PROMASA S.A.
- L-IMERYS INDUSTRIA E COMERCIO DE CAL LTDA
- LUXOL PHOTOVOLTAICS SN
- LUZENAC MICRO MILLING LIMITED

- MAGEMO SCI
- MASSA MINERALI SRL
- MATISCO DEVELOPPEMENT
- METALLEION METALLEYMATON
- METRAMCO (PTY) LTD
- MICRON-ITA INDUSTRIA E COMERCIO DE MINERAIS LTDA
- MINERAL HOLDINGS, INC.
- MINERALIEN SCHIFFAHRT SPEDITION UND TRANSPORT GMBH - MST
- MINERALS MILLING TUNISIA
- MINERALS TRADING, INC.
- MIRCAL ARGENTINA SRL
- MIRCAL ASIA
- MIRCAL AUSTRALIA PTY LTD
- MIRCAL BRESIL
- MIRCAL CHILI
- MIRCAL EUROPE
- MIRCAL TALC HOLDING
- MSL OVERSEAS LTD
- MULLITE COMPANY OF AMERICA – MULCOA
- N.G. JOHNSON (NORTHERN) HOLDINGS LIMITED
- N.G. JOHNSON LIMITED
- NIIGATA GCC LTD
- NIZEROLLES
- NYCO MINERALS CANADA, INC.
- ORGANIK MADENCILIK AS
- PABALK MADEN SANAYI VE TICARET A.S.
- PANSHI HUANYU WOLLASTONITE CO., LTD
- PARNASSE TRENTE ET UN
- PARNASSE TRENTE TROIS
- PARNASSE VINGT DEUX
- PERAMIN AB
- PERGEM MINERAL MADENCILIK SANAYI VE TICARET AS
- PERU MINERALS CORPORATION
- PERUCO, INC.
- PGB SA
- PLIBRICO INSTALLACIONES REFRACTARIAS
- PLIBRICO LTD
- PLR REFRACTAIRES SAS U
- PPSA OVERSEAS LTD
- PROFIMO
- PROPERTY COMPANY ONE
- PROPERTY COMPANY TWO
- PT BINAH SURINDAH CEMERLANG
- PT ESENSINDO CIPTA CEMERLANG

- PT INDOPORLEN
- PT INDOPORLEN SAKTI
- PT STOLLBERG - SAMIL INDONESIA
- PYRAMAX CERAMICS ARKANSAS, LLC
- PYRAMAX CERAMICS, LLC
- QA REFRACTORIES (PTY) LTD
- QINGDAO STOLLBERG & SAMIL CO., LTD
- QS ABRASIVI MARENGO SRL
- QUARTZ DE MAURITANIE SA
- RECURSOS MINERALES DEL NORTE, SA DE CV
- RT 043 MINERACAO LTDA
- RUMICO FEUERFESTE BAUSTOFFE GMBH
- S&B BENTONITE CHAOYANG CO., LTD
- S&B ENDUSTRIYEL MINERALLER A.S.
- S&B INDUSTRIAL MINERALS (HENAN) CO., LTD
- S&B INDUSTRIAL MINERALS (SHANGHAI) CO., LTD
- S&B INDUSTRIAL MINERALS (TIANJIN) CO., LTD
- S&B INDUSTRIAL MINERALS SPAIN S.L.U.
- S&B MINERALS FINANCE SARL
- 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
- S&B WINES S.A.
- SAMREC VERMICULITE (ZIMBABWE) (PRIVATE) LTD
- SCEA STE COLOMBE
- SCOVER PLUS
- SEG
- SERVICIOS PIEDRA TUMBANTE S.DE R.L. DE C.V.
- 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
- SPRINDEALS SIX PTY LTD
- STOLLBERG & SAMI CO., LTD
- SUNWARD REFRACTORIES CO., Ltd
- TALIMMO
- TENNESSEE ELECTRO MINERALS, INC. – TECO
- TERMORAK AB
- TERMORAK OY

- TERMORAK (THAILAND) CO LTD
- 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
- YUEYANG IMERYS ANTAI MINERALS CO., LTD
- ZHENGZHOU JIANAI SPECIAL ALUMINATES CO., LTD
- 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 DO BRASIL COMERCIO DE EXTRAÇAO DE MINÉRIOS
8. IMERYS FILTRATION MINERALS, INC.
9. IMERYS GRAPHITE & CARBON CANADA INC.
10. IMERYS JAPAN CO., LTD (f.k.a. IMERYS HIGH RESISTANCE MINERALS JAPAN KK)
11. IMERYS MICA KINGS MOUNTAIN INC.
12. IMERYS MINERALI SPA
13. IMERYS MINERALS INTERNATIONAL SALES S.A.
14. IMERYS MINERALS KOREA LTD
15. IMERYS PERFORMANCE AND FILTRATION MINERALS PRIVATE LIMITED
16. IMERYS RIO CAPIM CAULIM S.A.
17. IMERYS SERVICES
18. IMERYS SPECIALITIES JAPAN CO. LIMITED
19. IMERYS TALC AUSTRIA GMBH
20. IMERYS TALC BELGIUM
21. IMERYS TALC EUROPE
22. IMERYS TALC ITALY S.P.A.[1]
23. IMERYS TALC LUZENAC FRANCE
24. IMERYS USA, INC.
25. IMERYS WOLLASTONITE USA, LLC
26. KENTUCKY-TENNESSEE CLAY COMPANY
27. MINERA ROCA RODANDO S. DE. R.L. DE C.V.
28. NYCO MINERALS, LLC

[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

- 1043802 Ontario Ltd
- 10676276 Canada Inc.
- 1109723 B.C. Ltd.
- 15304644 Canada Inc.
- 16140467 Canada Inc.
- 201 Logistics Center, LLC
- 7600 West Center, LLC
- 9519-2845 Quebec inc.
- AGM Holding Company Pte. Ltd.
- Alcan Asia Limited
- Alcan Betriebs- und Verwaltungsgesellschaft GmbH
- Alcan Chemicals Limited
- Alcan Composites Brasil Ltda
- Alcan Corporation
- Alcan Farms Limited
- Alcan Gove Development Pty Limited
- Alcan Holdings Australia Pty Limited
- Alcan Holdings Europe B.V.
- Alcan Holdings Nederland B.V.
- Alcan International Network U.S.A. Inc.
- Alcan Lebensmittelverpackungen GmbH
- 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
- Alufluor AB
- Aluminerie Alouette Inc.
- Aluminerie De Bécancour, Inc.
- Aluminium & Chemie Rotterdam B.V.
- AML Properties Pty Ltd
- Anglesey Aluminium Metal Limited
- AP Service
- Argyle Diamond Mines Pty Limited
- Argyle Diamonds Pty Limited
- Arizona Sonoran Copper Company Inc.

- Ashton Mining Pty Ltd
- Ashton Nominees Pty Limited
- Asia Gold Mongolia LLC
- Australia-Japan Innovation Fund
- Australian Coal Holdings Pty. Limited
- Australian Integrated Carbon Pty Ltd
- Australian Mining & Smelting Pty Ltd
- Bao-HI Ranges Joint Venture
- Beijing Iron Ore Trading Centre Corporation
- BetterIron - Texas Inc.
- Boké Investment Company
- 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 BV
- 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
- Carbon Capture, Inc.
- Cathjoh Holdings Pty Limited
- Channar Management Services Pty Limited
- Channar Mining Pty Ltd
- Chlor Alkali Unit Pte Ltd
- CIA. Inmobiliaria e Inversiones Cosmos S.A.C.
- ClearFlame Engines, Inc.
- Compagnie des Bauxites de Guinée
- Compania de Transmision Sierraoriente S.A.C.
- Consórcio de Alumínio do Maranhão
- CRA Investments Pty. Limited
- CRA Pty Ltd
- Cuprum Metals Pte. 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
- Diavik Diamond Mines (2012) Inc.
- Donkerpoort Iron Ltd
- Dual Listed Company Structure
- Eastland Management Inc.
- Electralith Pty Ltd
- Electric Hydrogen Co.
- Electric Power Generation Limited
- Element North 21 GP Inc. / Element Nord 21 GP Inc.
- Element North 21 Limited Partnership / Elément Nord 21 Société en Commandite
- Elysis Limited Partnership / Elysis Societe en Commandite
- Empresa de Mineracao Finesa Ltda.
- Endurvinnslan Ltd.
- Energy Resources of Australia Ltd
- Entrée Resources Ltd.
- Evok Fund II (International) Limited Partnership
- Evolys Quebec inc.
- Excelsior-Nuton
- Exeltium
- Fabrica De Plasticos Mycsa, S.A.
- Flambeau Mining Company
- Fondation Rio Tinto
- France Aluminium Recyclage Sa
- Fundsprops Pty. Limited
- Giampaolo (Indiana) Realty, LLC
- Giampaolo W. Rapids Realty, LLC
- Gladstone Infrastructure Pty Ltd
- Gladstone Power Station Joint Venture
- Global Commodities Holdings Limited
- Global Hubco BV
- Globalore Pte. Ltd.
- Gobi Oyu Development Support Fund
- Gove Aluminium Ltd
- GPS Energy Pty Limited
- GPS Nominee Pty Limited
- GPS Power Pty. Limited
- Green Mountain Mining Venture
- 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
- IEA Coal Research Limited
- IEA Environmental Projects Limited
- Integrity Land and Cattle LLC
- InterEmballage
- IOC Sales Limited
- Iron Company of Texas LLC
- Iron Ore Company of Canada
- Jadar Free Zone Management Company DOO Beograd - Novi Beograd
- Johcath Holdings Pty Limited
- Juna Station Pty Ltd
- Kalimantan Gold Pty Limited
- Kelian Pty. Limited
- Kembla Coal & Coke Pty. Limited
- Kennecott Barneys Canyon Mining Company
- Kennecott Exploration Company
- Kennecott Holdings Corporation
- Kennecott Land Company
- Kennecott Land Investment Company LLC
- 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
- La Compagnie du Transguinéen S.A.
- La Granja Holdings Nominees Limited
- La Granja UK Holdings Limited
- Lao Sanxai Minerals Sole Company Limited
- Lawson Mardon Flexible Limited
- Lawson Mardon Smith Brothers Ltd.
- Lithium Extraction Technologies (Australia) Pty Ltd

- Lumo Analytics Oy
- Magma Arizona Railroad Company
- Matalco Bluffton LLC
- Matalco Canada Inc.
- Matalco Kentucky LLC
- Matalco Lordstown Realty LLC
- Matalco USA, LLC
- Matalco Wisconsin LLC
- McEwen Copper Inc.
- Metallwerke Refonda AG
- Metals & Minerals Insurance Pte. Limited
- Minera Escondida Ltda
- Minera IRL Limited
- Minera Kennecott, S.A. de C.V.
- Minera La Granja S.A.C.
- Mineração Rio do Norte S.A.
- Mineracao Tabuleiro Ltda
- MineSmith Australasia Pty Ltd
- Minmetals Rio Tinto Exploration Company Limited
- Mitchell Plateau Bauxite Co. Pty. Limited
- Mitchell Plateau Joint Venture
- M-Map Technologies Inc.
- Mount Bruce Mining Pty Limited
- Mutamba Mineral Sands S.A.
- Nano One Materials Corp.
- Natural Diamond Council Limited
- NBH Pty Ltd
- NCT Holdco, LLC (dba Aymium)
- 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
- Nuevo Cobre S.A.
- Nuton Holdings Limited
- Nuton LLC
- Nyabarongo Mining and Exploration Limited
- NZAS Retirement Fund Trustee Limited
- Ohio Valley Aluminum Company, LLC

- Ovaco LLC
- Oyu Tolgoi Catalyst Fund for Khanbogd Development
- Oyu Tolgoi LLC
- Oyu Tolgoi Netherlands BV
- Pacific Aluminium (New Zealand) Limited
- Pacific Aluminium Pty. Limited
- Pacific Coast Mines, Inc.
- Panguna Legacy Assessment Company Limited
- Pechiney Aviatube Limited
- Pechiney Bâtiment
- Pechiney Bécancour, Inc.
- Pechiney Cast Plate, Inc.
- Pechiney Consolidated Australia Pty Limited
- Pechiney Holdings, Inc.
- Pechiney Metals LLC
- 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
- PT Hutan Lindung Kelian Lestari
- PT Kelian Equatorial Mining
- QIT Madagascar Minerals Ltd
- QIT Madagascar Minerals SA
- Quebec North Shore and Labrador Railway Company Inc. / Compagnie de Chemin de Fer du Littoral Nord de Quebec et du Labrador Inc.
- Queensland Alumina Limited
- Queensland Coal Pty. Limited
- Ranges Management Company Pty Ltd
- Ranges Mining Pty Ltd
- Regeneration Enterprises, Inc.
- Regulus Resources Inc.
- Resolution Copper Company
- Resolution Copper Mining LLC
- Rhodes Ridge Account Manager Pty Ltd
- Rhodes Ridge Joint Venture
- Rhodes Ridge Management Services Pty Ltd
- Richards Bay Mining (Proprietary) Limited
- Richards Bay Mining Holdings (Proprietary) Limited

- Richards Bay Titanium (Proprietary) Limited
- Richards Bay Titanium Holdings (Proprietary) Limited
- Rightship Pty Ltd
- Rincon Mining Pty Limited
- Rio de Contas Desenvolvimentos Minerais Ltda
- Rio Santa Rita Empreenimentos e-Particiacoes Ltda
- Rio Sava Exploration DOO
- Rio Tinto (Commercial Paper) Limited
- 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 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 Angola (SU), LDA.
- 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 Biofuels Pty Ltd
- Rio Tinto BM Limited
- Rio Tinto BM Subsidiary Limited
- Rio Tinto Canada Finance Limited
- Rio Tinto Canada Inc
- Rio Tinto Canada Management Inc./ Rio Tinto Gestion Canada Inc.
- Rio Tinto Chile SpA
- Rio Tinto Closure Pty Limited
- Rio Tinto Coal (Clermont) Pty Ltd
- Rio Tinto Coal Australia Pty Limited
- Rio Tinto Coal NSW Holdings Limited
- Rio Tinto Commercial Americas Inc.
- Rio Tinto Commercial GmbH
- Rio Tinto Commercial Pte. Ltd.
- Rio Tinto Copper Holdings Limited
- Rio Tinto Copper Limited
- Rio Tinto Desenvolvimentos Minerais Ltda.

- Rio Tinto Diamonds Netherlands B.V.
- Rio Tinto Diamonds NV
- Rio Tinto do Brasil Ltda.
- Rio Tinto Eastern Investments B.V.
- Rio Tinto EN21 Australia Pty Ltd
- Rio Tinto EN21 Op Co Pty Limited
- Rio Tinto Energy America Inc.
- Rio Tinto Energy and Climate Investments Australia Pty Ltd
- Rio Tinto Energy and Climate Investments Canada Inc./Rio Tinto Investissements Énergie et Climat Canada Inc.
- Rio Tinto Energy Development LLC
- Rio Tinto Energy Limited
- Rio Tinto Energy Services Inc.
- Rio Tinto Energy Services Pty Ltd
- Rio Tinto Escondida Limited
- Rio Tinto European Holdings Limited
- Rio Tinto Exploration (Asia) Holdings Pte. Ltd.
- Rio Tinto Exploration (PNG) Limited
- Rio Tinto Exploration Angola (SU), Limitada
- Rio Tinto Exploration Canada Inc.
- Rio Tinto Exploration Dunav d.o.o. Beograd - Novi Beograd
- Rio Tinto Exploration Finland OY
- Rio Tinto Exploration India Private Limited
- Rio Tinto Exploration Kazakhstan LLP
- Rio Tinto Exploration Pty Limited
- Rio Tinto Exploration Rwanda Limited
- Rio Tinto Exploration Zambia Limited
- Rio Tinto FalCon Diamonds Inc.
- Rio Tinto Fer et Titane inc.
- Rio Tinto Finance (Rhodes Ridge) Pty Ltd
- 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 Holding PNG Limited
- 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 (Pilbara) Sales Pty Ltd
- Rio Tinto Iron Ore Atlantic Limited
- Rio Tinto Iron Ore Europe S.A.S.
- Rio Tinto Iron Ore Trading China Limited
- Rio Tinto Japan Limited
- 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 Medical Plan Trustees Limited
- Rio Tinto Metals Limited
- Rio Tinto Mineracao do Brasil Ltda
- Rio Tinto Minerals Asia Pte Ltd
- Rio Tinto Minerals Development (Lao) Sole Co., Ltd.
- Rio Tinto Minerals Development Limited
- Rio Tinto Minerals Exploration (Beijing) Co., Ltd
- Rio Tinto Minerals Inc.
- Rio Tinto Minerals Investments Africa Limited
- Rio Tinto Minerals Limited
- 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 Fund Trustees 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 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 South East Asia Limited
- Rio Tinto Staff Fund (Retired) Pty Limited
- Rio Tinto Sulawesi Holdings Limited
- Rio Tinto Switzerland AG (SA/Ltd.)
- Rio Tinto Technological Resources Inc.
- Rio Tinto Technological Resources UK Limited
- Rio Tinto Technology Holdings Corporation
- Rio Tinto Trading (Shanghai) Co., Ltd.
- 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
- Rondo Energy, Inc.
- RTA AAL Australia Limited
- RTA Boyne Limited
- RTA Gove Pty Limited
- RTA Holdco 1 Limited
- RTA Holdco 4 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 2 LLC
- RTAlcan 3 LLC
- RTLDS Aus Pty Ltd
- RTLDS UK Limited
- RTPDS Aus Pty Ltd
- Saryarka B.V.
- Scheuch Unterstuetzungskasse GmbH
- Sharp Investment Holding Company Pte. Ltd.
- Simfer InfraCo Guinée S.A.
- Simfer InfraCo Ltd
- Simfer Jersey Limited
- Simfer Jersey Nominee Limited
- Simfer Marine Guinee S.A.
- SIMFER S.A.
- Simfer TSV Holdco Pte. Ltd
- Singapore Metals Pte. Ltd.
- Skymont Corporation
- Société Départementale De Développement 65
- Société Minière Et De Participations Guinée-Alusuisse
- Sohar Aluminium Co. L.L.C.
- Sohio Western Mining Company
- Solwezi Metals Exploration Limited
- Southern Copper Pty. Limited
- Sovereign Metals Limited
- Star Diamond Corporation
- Swift Current Land & Cattle LLC
- Swiss Aluminium Australia Limited
- Talon Nickel (USA) LLC
- TBAC Limited
- Technological Resources Pty. Limited
- Terra CO2 Technology Holdings, Inc.
- 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 Copper Limited
- THR Mines Services Co. Ltd.
- THR OYU TOLGOI LTD.
- Three Crowns Insurance Company
- Tinto Holdings Australia Pty. Limited

- Tomago Aluminium Company Pty Limited
- Tomago Aluminium Joint Venture
- Trans Territory Pipeline Pty Limited
- Turquoise Hill Resources Ltd.
- Turquoise Hill Resources Singapore Pte Ltd.
- U.S. Borax Inc.
- Uranium Energy Corp.
- Usine de démonstration de la Technologie ELYSIS S.E.C / ELYSIS Technology Demonstration Plant L.P.
- Victoria Technology Inc.
- Waste Solutions and Recycling LLC
- West Kutai Foundation Limited
- Western Copper and Gold Corporation
- Western Range Joint Venture
- Wimmera Industrial Minerals Pty. Limited
- Winchester South Development Company Proprietary Limited
- Winning Consortium Simandou Ports Pte. Ltd.
- Winning Consortium Simandou Railway Pte. Ltd.
- Winter Road Joint Venture
- Wyoming Coal Resources Company
- Yalleen Pastoral Co. Pty. Ltd.
- Yarraloola Pastoral Co

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

SCHEDULE VII

Cyprus Corporate Parties

- Ajo Improvement Company [AZ]
- Amax Arizona, Inc. [NV]
- Amax Energy Inc. [DE]
- Amax Exploration, Inc. [DE]
- Amax Metals Recovery, Inc. [DE]
- Amax Nickel Overseas Ventures, Inc. [DE]
- Amax Research & Development, Inc. [DE]
- Amax Specialty Coppers Corporation [DE]
- Amax Specialty Metals (Driver), Inc. [DE]
- Amax Zinc (Newfoundland) Limited [DE]
- American Metal Climax, Inc. [DE]
- Ametalco Limited [UK]
- Ametalco, Inc. [DE]
- Apache Nitrogen Products, Incorporated [NJ]
- Arguello Inc. [DE]
- Atlantic Copper, S.L.U. [Spain]
- AZ Big Sandy, LLC [NV]
- Bagdad Fire and Rescue, Inc. [DE]
- Bisbee Queen Mining Co. [DE]
- Blackwell Zinc Company, Inc. [DE]
- Byner Cattle Company [NV]
- Capital Gestao de Negocios LTDA. [Brazil]
- Cattierite Holdings Coöperatief U.A. [The Netherlands]
- Chino Acquisition LLC [DE]
- Climax Canada LTD. [DE]
- Climax Molybdenum Asia Corporation [DE]
- Climax Molybdenum B.V. [The Netherlands]
- Climax Molybdenum China Corporation [DE]
- Climax Molybdenum Company [DE]
- Climax Molybdenum GmbH [Germany]
- Climax Molybdenum Marketing Corporation [DE]
- Climax Molybdenum U.K. Limited [UK]
- Compania Exploradora De La Isla, S.A. [Cuba]
- Copper Market, Inc. [AZ]
- Copper Overseas Service Company [DE]
- Cyprus Amax Indonesia Corporation [DE]
- Cyprus Amax Minerals Company [DE]
- Cyprus Climax Metals Company [DE]
- Cyprus Copperstone Gold Corporation [DE]
- Cyprus El Abra Corporation [DE]

- Cyprus Exploration and Development Corporation [DE]
- Cyprus Gold Company [DE]
- Cyprus Gold Exploration Corporation [DE]
- Cyprus Metals Company [DE]
- Cyprus Mines Corporation [DE]
- Cyprus Pinos Altos Corporation [DE]
- Cyprus Specialty Metals Company [DE]
- Cyprus Tohono Corporation [DE]
- Drum Mountains Mineral Properties LLC [DE]
- Eastern Mining Company, Inc. [DE]
- Exploraciones Antakana S.A.C. [Peru]
- FCX Investment LLC [DE]
- FCX Oil & Gas LLC [DE]
- FM Chile Holdings Inc. [DE]
- FM Services Company [DE]
- FNS Holdings, LLC [AZ]
- Freeport Azufre Limitada [Chile]
- Freeport Butte Valle LLC [DE]
- Freeport Canadian Exploration Company [DE]
- Freeport Cobalt Americas LLC [DE] Sold 8/31/2021
- Freeport Cobalt Asia LTD. [Taiwan] Sold 11/30/2019
- Freeport Cobalt Europe GMBH [Germany] Sold 8/31/2021
- Freeport Cobalt Japan Inc. [Japan] Sold 8/31/2021
- Freeport Cobalt OY [Finland] Sold 8/31/2021
- Freeport Copper Company [DE]
- Freeport International, Incorporated [DE]
- Freeport Minerals Corporation [DE]
- Freeport Overseas Service Company [DE]
- Freeport Research and Engineering Company [DE]
- Freeport Sulphur Company [DE]
- Freeport Warim Inc. [DE]
- Freeport-McMoRan Inc. [DE]
- Freeport-McMoRan Bagdad Inc. [DE]
- Freeport-McMoRan Chino Inc. [DE]
- Freeport-McMoRan Chino Mines Company [NM]
- Freeport-McMoRan Cobalt Holdings Limited [Bermuda]
- Freeport-McMoRan Copper & Gold China Corporation [Cayman Islands]
- Freeport-McMoRan Copper & Gold Energy Services LLC [DE]
- Freeport-McMoRan Copper & Gold Investment Co., S.A. [Cayman Islands]
- Freeport-McMoRan Energy LLC [DE]
- Freeport-McMoRan Exploration & Production LLC [DE]
- Freeport-McMoRan Exploration Columbia S.A.S. [Columbia]
- Freeport-McMoRan Exploration Corporation [DE]
- Freeport-McMoRan Mercantile Company Inc. [DE]

- Freeport-McMoRan Miami Inc. [DE]
- Freeport-McMoRan Mineral Properties Canada Inc. [Canada]
- Freeport-McMoRan Mineral Properties Inc. [DE]
- Freeport-McMoRan Morenci Inc. [DE]
- Freeport-McMoRan Nevada LLC [DE]
- Freeport-McMoRan of Canada Limited [DE]
- Freeport-McMoRan Oil & Gas Inc. [DE]
- Freeport-McMoRan Oil & Gas LLC [DE]
- Freeport-McMoRan Safford Inc. [DE]
- Freeport-McMoRan Sales Company Inc. [DE]
- Freeport-McMoRan Shelf Properties LLC [DE]
- Freeport-McMoRan Sierrita Inc. [DE]
- Freeport-McMoRan Spain Inc. [DE]
- Freeport-McMoRan Tyrone Inc. [DE]
- Freeport-McMoRan Tyrone Mining LLC [NM]
- Fundacion Freeport-McMoRan Chile [Chile]
- Gaviota Gas Plant Company [CA]
- Grand Ecaille Land Company, Inc. [LA]
- Gulf Coast Ultra Deep Royalty Trust [DE]
- Habirshaw Cable and Wire Corporation [DE]
- Hidalgo Mining, LLC [NM]
- International Administrative Services Company [DE]
- International Air Capital Inc. [DE]
- International ASAZ LLC [DE]
- International Mining Investments, LLC [DE]
- International Purveyors Inc. [DE]
- International Support LLC [DE]
- James Douglas Insurance Company, LTD. [Bermuda]
- JEX Technologies Corporation [NV]
- K-Mc Venture I LLC [DE]
- Koboltti Chemicals Holdings Limited [Bermuda]
- LHD Ventures, LLC [DE]
- Main Pass Energy Hub LLC [DE]
- McMoRan Exploration LLC [DE]
- McMoRan Oil & Gas LLC [DE]
- Midwest Land Acquisition Company LLC [DE]
- Minera Cuicuilco S.A. de C.V. [Mexico]
- Minera Freeport-McMoRan South America Limitada [Chile]
- Minera Freeport-McMoRan South America S.A.C. [Peru]
- Missouri Lead Smelting Company [DE]
- MSS Properties, LLC [DE]
- Mt. Emmons Mining Company [DE]
- Nabire Bakti LLC [DE]
- Nicaro Nickel Company [DE]

- Overseas Service Company [DE]
- Pacific Western Land Company [CA]
- PD Peru, Inc. [DE]
- PD Receivables LLC [DE]
- PDRC Laurel Hill 9, LLC [DE]
- PDRC Laurel Hill Development, LLC [DE]
- Phelps Dodge Ajo, Inc. [DE]
- Phelps Dodge Development Corporation [DE]
- Phelps Dodge Hidalgo, Inc. [DE]
- Phelps Dodge High Performance Conductors of NJ, Inc. [NJ]
- Phelps Dodge Industries, Inc. [DE]
- Phelps Dodge Katanga Corporation [DE]
- Phelps Dodge Mining (Zambia) Limited [Zambia]
- Phelps Dodge Molybdenum Corporation [DE]
- Phelps Dodge of Africa, Ltd. [DE]
- Phelps Dodge Refining Corporation [DE]
- Plains Acquisition Corporation [DE]
- Plains Vietnam Ltd. [Cayman Islands]
- Pogo Partners, Inc. [TX]
- Point Arguello Natural Gas Line Company [CA]
- Point Arguello Pipeline Company [CA]
- PT Airfast Aviation Facilities Company [Indonesia]
- PT Eksplorasi Nusa Jaya [Indonesia]
- PT Freeport Indonesia [Indonesia]
- PT Freeport Management Indonesia [Indonesia]
- PT Irja Eastern Minerals [Indonesia]
- PT Kencana Infra Nusakarya [Indonesia]
- PT Kencana Wisata Nusakarya [Indonesia]
- PT Freeport Manyar Refinery [Indonesia]
- PT Mineserve International [Indonesia]
- PT Nabire Bakti Mining [Indonesia]
- PT Papua Utama Mitra [Indonesia]
- PT Puncakjaya Power [Indonesia]
- PT Rio Tinto Indonesia [Indonesia]
- PT Smelting [Indonesia]
- PXP Gulf Coast LLC [DE]
- PXP Louisiana L.L.C. [DE]
- PXP Louisiana Operations LLC [DE]
- PXP Producing Company LLC [DE]
- Servicios Especiales Nacionales, S.A. de C.V. a.k.a. “PD SENSA” [El Salvador]
- Silver Springs Ranch, Inc. [CO]
- Sociedad Contractual Minera El Abra [Chile]
- Sociedad Minera Cerro Verde S.A.A. [Peru]
- Southern Bayou Holdings, LLC [DE]

- Southern Pearl Holdings, LLC [DE]
- Suva Reka (BVI) LTD. [BVI] Sold 12/28/2019
- Tank Barge LLC [DE]
- The Morenci Water & Electric Company [AZ]
- Timok Metals D.O.O. BOR [Serbia]
- Tucson, Cornelia and Gila Bend Railroad Company [AZ]
- United States Metals Refining Company [DE]
- Verde Valley Tax Investments, LLC [DE]
- Warren Company [AZ]
- Western Nuclear, Inc. [DE]

SCHEDULE VIII

Cyprus Talc Insurance Policies

Insurer	Policy Number	Policy Start	Policy End
American Automobile Insurance Company	CL 12750	April 4, 1945	April 4, 1946
American Automobile Insurance Company	CL 130970	April 4, 1946	April 4, 1947
American Automobile Insurance Company	CL 136508	April 4, 1947	April 4, 1948
American Automobile Insurance Company	CL 139750	April 4, 1948	April 4, 1949
American Automobile Insurance Company	K 2005760	April 4, 1949	April 4, 1950
American Automobile Insurance Company	K 2021258	April 4, 1950	April 4, 1951
American Automobile Insurance Company	K 204022	April 4, 1951	April 4, 1952
American Automobile Insurance Company	K 2058632	April 4, 1952	April 4, 1953
American Automobile Insurance Company	K 2068035	April 4, 1953	April 4, 1954
American Automobile Insurance Company	K 2083794	April 4, 1954	April 4, 1955
American Automobile Insurance Company	K 2108468	April 4, 1955	April 4, 1956
American Automobile Insurance Company	K 2131954	April 4, 1956	April 4, 1957
American Automobile Insurance Company	K 2144688	April 4, 1957	April 4, 1958
American Automobile Insurance Company	K 2195086	April 4, 1958	April 4, 1959

Insurer	Policy Number	Policy Start	Policy End
American Automobile Insurance Company	K 2206150	April 4, 1959	April 4, 1960
American Automobile Insurance Company	K 2224359	April 4, 1960	April 4, 1961
American Insurance Company	K2238871	May 23, 1961	May 23, 1962
American Insurance Company	K2257131	May 23, 1962	May 23, 1963
American Insurance Company	K2276210	May 23, 1963	May 23, 1964
American Insurance Company	K2290639	May 23, 1964	October 15, 1964
Continental Casualty Company	CL4234386	October 15, 1964	January 1, 1965
Continental Casualty Company	RDX9946941	October 15, 1964	April 17, 1965
Employers Surplus Lines Insurance Company	E504218	December 31, 1962	April 17, 1965
Employers Surplus Lines Insurance Company	E504219	April 17, 1962	April 17, 1965
Continental Casualty Company	241319352	January 1, 1965	January 1, 1966
Employers Surplus Lines Insurance Company	E509914	April 17, 1965	February 1, 1968
Harbor Insurance Company	102632	April 17, 1965	January 31, 1968
Continental Casualty Company	2402140673	January 1, 1966	January 1, 1969
Employers Surplus Lines Insurance Company	E513910	January 31, 1968	March 1, 1971
Continental Casualty Company	CCP2404125889	January 1, 1969	November 1, 1969
Continental Casualty Company	CCP2405051090R	November 1, 1969	November 1, 1972
Employers Surplus Lines Insurance Company	E63850	March 1, 1971	March 1, 1972
CNA Casualty of California	RDU9231389	March 1, 1972	March 1, 1973

Insurer	Policy Number	Policy Start	Policy End
Midland Insurance Company	XL1952	March 1, 1972	March 1, 1973
Mission Insurance Company	M74758	March 1, 1972	March 1, 1973
Fireman's Fund Insurance Company	XLX1056187	March 1, 1972	March 1, 1973
Aetna Casualty & Surety Company	01XN244WCA	March 1, 1972	March 1, 1973
Continental Casualty Company	CCP9677215R	November 1, 1972	November 1, 1974
Reserve Insurance Company	UCP00067	March 1, 1973	April 2, 1975
Stonewall Insurance Company	D11910	March 1, 1973	July 1, 1976
Truck Insurance Exchange	3504134	October 1, 1974	July 1, 1980
Central National Insurance Company of Omaha	CNU122873	April 2, 1975	April 2, 1976
Mission Insurance Company	M830271	April 2, 1975	April 2, 1976
Central National Insurance Company of Omaha	CNU125306	April 2, 1976	July 1, 1977
Mission Insurance Company	83253	April 2, 1976	July 1, 1977
Stonewall Insurance Company	13584	July 1, 1976	July 1, 1977
Granite State Insurance Company	SCLD 80-93902	July 1, 1976	July 1, 1977
Lexington Insurance Company	LC0140	July 1, 1977	July 1, 1978
Pine Top Insurance Company	MLP 100304	July 1, 1977	July 1, 1978
Columbia Casualty Company	RDX3652421	July 1, 1977	July 1, 1978
Harbor Insurance Company	135171	July 1, 1978	July 1, 1979
Columbia Casualty Company	RDX4169299	July 1, 1978	July 1, 1979
AIU Insurance Company	75100270	July 1, 1978	July 1, 1979

Insurer	Policy Number	Policy Start	Policy End
Mission Insurance Company	M843870	July 1, 1978	July 1, 1979
Union Indemnity Insurance Company of New York	UF11 00 128	June 1, 1979	June 1, 1980
National Union Fire Insurance Company of Pittsburgh, Pa.	BE1326219	July 1, 1979	July 1, 1980
Insurance Company of North	ISL 1083	xx/xx/1978	xx/xx/1981
America			
London Market	881/ULL0705	June 1, 1979	June 1, 1980
Employers Mutual Casualty	MMO 70858	June 1, 1979	June 1, 1980
Lexington Insurance Company	5512603	June 1, 1979	June 1, 1980
Lexington Insurance Company	5512604	June 1, 1979	June 1, 1980
Gibraltar Casualty Company	GMX 00143	June 1, 1979	June 1, 1980
Central National Insurance Company of Omaha (The)	CNZ 14-16-28	June 1, 1979	June 1, 1980
Federal Insurance Company	(80) 7922-6248	June 1, 1979	June 1, 1980
Landmark Insurance Co.	FE4000188	June 1, 1979	June 1, 1980
Travelers Indemnity Company	JEX 121T880-A-79	June 1, 1979	June 1, 1980
Employers Mutual Casualty Company	MMO 70859	June 1, 1979	June 1, 1980
London Market Insurers	ULL0706	June 1, 1979	June 1, 1980
London Market Insurers	ULL0707	June 1, 1979	June 1, 1980
London Market Insurers	ULL0708	June 1, 1979	June 1, 1980
London Market Insurers	ULL0709	June 1, 1979	June 1, 1980
International Surplus Lines Insurance Company	XSI 5586	June 1, 1979	June 1, 1980

Insurer	Policy Number	Policy Start	Policy End
Birmingham Fire Insurance Company of Pennsylvania	6073642	June 1, 1979	June 1, 1980
First State Insurance Company	928425	June 1, 1979	June 1, 1980
International Surplus Lines Insurance Company	XSI 5587	June 1, 1979	June 1, 1980
Employers Mutual Casualty Company	MMO 70860	June 1, 1979	June 1, 1980
International Surplus Lines Insurance Company	XSI 5588	June 1, 1979	June 1, 1980
Granite State Insurance Company	6679-1363	June 1, 1979	June 1, 1980
AIU Insurance Company	75-100872	June 1, 1979	June 1, 1980
Allianz Insurance Company	UMB599559	June 1, 1979	June 1, 1980
Fireman's Fund Insurance Company	XLX1393749	June 1, 1979	June 1, 1980
Employers Mutual Casualty Company	MMO71462	June 1, 1980	June 1, 1981
London market insurers	WM22007 & UMH0287	June 1, 1980	June 1, 1981
Lexington Insurance Company	5512643	June 1, 1980	June 1, 1981
Employers Mutual Casualty Company	MMO71463	June 1, 1980	June 1, 1981
International Surplus Lines Insurance Company	XSI6996	June 1, 1980	June 1, 1981
London market insurers	WM23004 & UMH0288	June 1, 1980	June 1, 1981
Employers Mutual Casualty Company	MMO71464	June 1, 1980	June 1, 1981
Landmark Insurance Company	FE40000337	June 1, 1980	June 1, 1981

Insurer	Policy Number	Policy Start	Policy End
International Surplus Lines Insurance Company	XSI6997	June 1, 1980	June 1, 1981
London market insurers	WM23006 & UMH0289	June 1, 1980	June 1, 1981
Central National Insurance Company of Omaha	CNZ142075	June 1, 1980	June 1, 1981
Granite State Insurance Company	6680-2317	June 1, 1980	June 1, 1981
Union Indemnity Insurance Company	UF1100193	June 1, 1980	June 1, 1981
Lexington Insurance Company	5512644	June 1, 1980	June 1, 1981
AIU Insurance Company	75-1010687	June 1, 1980	June 1, 1981
Travelers Indemnity Company	TJEX121T880A80	June 1, 1980	June 1, 1981
Gibraltar Casualty Company	GMX00619	June 1, 1980	June 1, 1981
First State Insurance Company	930527	June 1, 1980	June 1, 1981
Federal Insurance Company	81-79226248	June 1, 1980	June 1, 1981
Allianz Underwriters, Inc.	AUX5200117	June 1, 1980	June 1, 1981
International Surplus Lines Insurance Company	XSI6998	June 1, 1980	June 1, 1981
Integrity Insurance Company	XL201671	June 1, 1980	June 1, 1981
Granite State Insurance Company	6680-2318	June 1, 1980	June 1, 1981
Birmingham Fire Insurance Company of Pennsylvania	SE6073736	June 1, 1980	June 1, 1981
National Union Fire Insurance Company of Pittsburgh, Pa.	1226464	June 1, 1980	June 1, 1981
Gibraltar Casualty Company	GMX00620	June 1, 1980	June 1, 1981

Insurer	Policy Number	Policy Start	Policy End
First State Insurance Company	930625	June 1, 1980	June 1, 1981
American Excess Insurance Company	EUL5074786	June 1, 1980	June 1, 1981
Northbrook Excess and Surplus Insurance Company	63006816	June 1, 1980	June 1, 1981
Insurance Company of North America	XCP143852	June 1, 1980	June 1, 1981
London Market	UMH0450	September 19, 1980	June 1, 1981
London market insurers	WM23009 & WMBA400	September 19, 1980	June 1, 1981
Midland Insurance Company	XL152834	October 1, 1980	June 1, 1981
Protective National Insurance Company of Omaha	XUB18068-62	October 1, 1980	June 1, 1981
International Surplus Lines Insurance Company	XSI7184	October 1, 1980	June 1, 1981
First State Insurance Company	931168	October 1, 1980	June 1, 1981
Federal Insurance Company	7922-6337	October 1, 1980	June 1, 1981
American Excess Insurance Company	EUL5075361	October 1, 1980	June 1, 1981
Lexington Insurance Company	5512663	October 1, 1980	June 1, 1981
International Surplus Lines Insurance Company	XSI7138	October 1, 1980	June 1, 1981
London market insurers	WN30027 & UNH0204	June 1, 1981	June 1, 1982
Lexington Insurance Company	5512677	June 1, 1981	June 1, 1982
International Insurance Company	5220293553	June 1, 1981	June 1, 1982

Insurer	Policy Number	Policy Start	Policy End
London market insurers	WN31008, UNH0205 & UNH0206	June 1, 1981	June 1, 1982
Lexington Insurance Company	5512682	June 1, 1981	June 1, 1982
International Insurance Company	522293562	June 1, 1981	June 1, 1982
London Market	551/UNH0207	June 1, 1981	June 1, 1982
London Market	UNH0237	June 1, 1981	June 1, 1982
London market insurers	WN31009	June 1, 1981	June 1, 1982
London market insurers	WNBK300	June 1, 1981	June 1, 1982
London market insurers	WN31018	June 1, 1981	June 1, 1982
Birmingham Fire Insurance Company of Pennsylvania	SE6073846	June 1, 1981	June 1, 1982
Travelers Indemnity Company	TJEX121T880A81	June 1, 1981	June 1, 1982
Granite State Insurance Company	6681-2667	June 1, 1981	June 1, 1982
Allianz Underwriters, Inc.	AUX5200359	June 1, 1981	June 1, 1982
Integrity Insurance Company	XL203241	June 1, 1981	June 1, 1982
Northbrook Excess and Surplus Insurance Company	63008-019	June 1, 1981	June 1, 1982
Insurance Company of North America	XCP144061	June 1, 1981	June 1, 1982
Gibraltar Casualty Company	GMX01234	June 1, 1981	June 1, 1982
First State Insurance Company	932421	June 1, 1981	June 1, 1982
Federal Insurance Company	8207922 6248	June 1, 1981	June 1, 1982
Employers Mutual Casualty Company	MMO71831	June 1, 1981	June 1, 1982

Insurer	Policy Number	Policy Start	Policy End
International Insurance Company	5220293571	June 1, 1981	June 1, 1982
Midland Insurance Company	XL723954	June 1, 1981	June 1, 1982
Protective National Insurance Company of Omaha	XUB1806914	June 1, 1981	June 1, 1982
First State Insurance Company	932422	June 1, 1981	June 1, 1982
American Excess Insurance Company	EUL5081285	June 1, 1981	June 1, 1982
Lexington Insurance Company	5512678	June 1, 1981	June 1, 1982
International Insurance Company	5220293589	June 1, 1981	June 1, 1982
London market insurers	UPH0171	June 1, 1982	June 1, 1983
London market insurers	UPH0172	June 1, 1982	June 1, 1983
London market insurers	UPH00336	June 1, 1982	June 1, 1983
Lexington Insurance Company	5523305	June 1, 1982	June 1, 1983
International Insurance Company	5220311256	June 1, 1982	June 1, 1983
London market insurers	UPH0173	June 1, 1982	June 1, 1983
Lexington Insurance Company	5513306	June 1, 1982	June 1, 1983
International Insurance Company	5220311265	June 1, 1982	June 1, 1983
London market insurers	UPH0337 & UPH0174	June 1, 1982	June 1, 1983
International Insurance Company	5220311274	June 1, 1982	June 1, 1983
London market insurers	UPH0338 & UPH0175	June 1, 1982	June 1, 1983

Insurer	Policy Number	Policy Start	Policy End
Birmingham Fire Insurance Company of Pennsylvania	SE6073951	June 1, 1982	June 1, 1983
Granite State Insurance Company	6682-3454	June 1, 1982	June 1, 1983
Allianz Underwriters, Inc.	AUX5200755	June 1, 1982	June 1, 1983
Integrity Insurance Company	XL204016	June 1, 1982	June 1, 1983
Northbrook Excess and Surplus Insurance Company	63008784	June 1, 1982	June 1, 1983
Insurance Company of North America	XCP144433	June 1, 1982	June 1, 1983
Gibraltar Casualty Company	GMX01702	June 1, 1982	June 1, 1983
First State Insurance Company	934444	June 1, 1982	June 1, 1983
Federal Insurance Company	(83)7922-62-48	June 1, 1982	June 1, 1983
Employers Mutual Casualty Company	MMO73174	June 1, 1982	June 1, 1983
International Insurance Company	5220311283	June 1, 1982	June 1, 1983
Midland Insurance Company	XL724700	June 1, 1982	June 1, 1983
Protective National Insurance Company of Omaha	XUB1807045	June 1, 1982	June 1, 1983
Northbrook Excess and Surplus Insurance Company	63008784	June 1, 1982	June 1, 1983
First State Insurance Company	934445	June 1, 1982	June 1, 1983
Lexington Insurance Company	5523307	June 1, 1982	June 1, 1983
International Insurance Company	5220311292	June 1, 1982	June 1, 1983
London market insurers	UQH0180	June 1, 1983	June 1, 1984

Insurer	Policy Number	Policy Start	Policy End
London market insurers	UQH0181, UQH0182 & UQH0186	June 1, 1983	June 1, 1984
Lexington Insurance Company	5523326	June 1, 1983	June 1, 1984
International Insurance Company	5220437094	June 1, 1983	June 1, 1984
Lexington Insurance Company	5523325	June 1, 1983	June 1, 1984
International Insurance Company	5220437103	June 1, 1983	June 1, 1984
London market insurers	UQH0183 & UQH0187	June 1, 1983	June 1, 1984
International Insurance Company	5220437112	June 1, 1983	June 1, 1984
London market insurers	UQH0188 & UQH0184	June 1, 1983	June 1, 1984
London market insurers	UQH0185 & UQH0189	June 1, 1983	June 1, 1984
Birmingham Fire Insurance Company of Pennsylvania	SE6074094	June 1, 1983	June 1, 1984
Granite State Insurance Company	6683-4116	June 1, 1983	June 1, 1984
Federal Insurance Company	(84)7922-62-48	June 1, 1983	June 1, 1984
Allianz Underwriters, Inc.	AUX5200953	June 1, 1983	June 1, 1984
Integrity Insurance Company	XL207293	June 1, 1983	June 1, 1984
Insurance Company of North America	XCP145342	June 1, 1983	June 1, 1984
First State Insurance Company	934636	June 1, 1983	June 1, 1984
Employers Mutual Casualty Company	MMO73390	June 1, 1983	June 1, 1984

Insurer	Policy Number	Policy Start	Policy End
Gibraltar Casualty Company	GMX03540	June 1, 1983	June 1, 1984
International Insurance Company	5220437121	June 1, 1983	June 1, 1984
Midland Insurance Company	XL739224	June 1, 1983	June 1, 1984
Protective Mutual	XUB1807046	June 1, 1983	June 1, 1984
Pine Top Insurance Company	XL700011	June 1, 1983	June 1, 1984
Insurance Corporation of Ireland	XL7-13000-0	June 1, 1983	June 1, 1984
Century Indemnity Company	CIZ425524	June 1, 1983	June 1, 1984
Marine Office of America Corporation	EXH101628	June 1, 1983	June 1, 1984
First State Insurance Company	934674	June 1, 1983	June 1, 1984
International Insurance Company	5220437139	June 1, 1983	June 1, 1984
Lexington Insurance Company	5523331	June 1, 1983	June 1, 1984
Zurich American Insurance Company	8129701	June 1, 1983	June 1, 1984
Century Indemnity Company	CIZ 425525	August 17, 1983	June 1, 1984
Constitution State Insurance Company	CCA841F403A	August 17, 1983	June 1, 1984
Royal Insurance Company	RED102107	June 1, 1983	June 1, 1984
Republic Insurance Company	CDE0769	August 17, 1983	June 1, 1984
Home Insurance Company	HEC1203840	August 17, 1983	June 1, 1984
London market insurers	URH0093	June 1, 1984	June 1, 1985
London market insurers	URH0098 & URH0162	June 1, 1984	June 1, 1985
Allianz Underwriters, Inc.	AUX5203031	June 1, 1984	June 1, 1985

Insurer	Policy Number	Policy Start	Policy End
International Surplus Lines Insurance Company	5220473841	June 1, 1984	June 1, 1985
London market insurers	URH0097 & URH0161	June 1, 1984	June 1, 1985
International Insurance Company	5220473832	June 1, 1984	June 1, 1985
London market insurers	URH0096 & URH0160	June 1, 1984	June 1, 1985
International Insurance Company	5220473823	June 1, 1984	June 1, 1985
International Insurance Company	5220473814	June 1, 1984	June 1, 1985
Integrity Insurance Company	XL208526	June 1, 1984	June 1, 1985
Insurance Company of North America	XCP144196	June 1, 1984	June 1, 1985
Granite State Insurance Company	6684-4895	June 1, 1984	June 1, 1985
Gibraltar Casualty Company	GMX03711	June 1, 1984	June 1, 1985
First State Insurance Company	EU002200	June 1, 1984	June 1, 1985
Federal Insurance Company	85-79226248	June 1, 1984	June 1, 1985
Allianz Underwriters, Inc.	AUX5203031	June 1, 1984	June 1, 1985
Republic Insurance Company	CDE 1159	June 1, 1984	June 1, 1985
Employers Mutual Casualty Company	MMMW 72162	June 1, 1984	June 1, 1985
Fidelity & Casualty Company	LX 215 62 42	June 1, 1984	June 1, 1985
London Guarantee & Accident Company of New York	LX 211 07 93	June 1, 1984	June 1, 1985

Insurer	Policy Number	Policy Start	Policy End
Birmingham Fire Insurance Company of Pennsylvania	SE607 4337	June 1, 1984	June 1, 1985
London Market Insurers	URH0094	June 1, 1984	June 1, 1985
London Market Insurers	URH0095	June 1, 1984	June 1, 1985
London Market Insurers	URH0159	June 1, 1984	June 1, 1985
Old Republic Insurance Company	ZC46316	July 1, 1985	July 1, 1986
Lexington Insurance Company	USA 0370	July 1, 1985	July 1, 1986
London Market	USA 0371	July 1, 1985	July 1, 1986
Old Republic Insurance Company	ZC46784	July 1, 1986	July 1, 1987
Lexington Insurance Company	5572150	November 26, 1986	July 1, 1987
Old Republic Insurance Company	ZZ50105	July 1, 1987	July 1, 1988
Lexington Insurance Company	5521451	July 1, 1987	July 1, 1988
Lexington Insurance Company	5521482	July 1, 1988	July 1, 1989
Lexington Insurance Company	8641274	July 1, 1988	July 1, 1989
National Union Fire Insurance Company of Pittsburgh, Pa.	RMGLCM 459-69-51	July 1, 1989	July 1, 1990
National Union Fire Insurance Company of Pittsburgh, Pa.	RMGLCM 460-02-64	July 1, 1989	July 1, 1990
National Union Fire Insurance Company of Pittsburgh, Pa.	RMGL 459-69-50	July 1, 1989	July 1, 1990
National Union Fire Insurance Company of Pittsburgh, Pa.	GLA 459-69-56	July 1, 1989	July 1, 1990
Lexington Insurance Company	556-7598	July 1, 1989	July 1, 1990
XL Insurance Company	XLUMB-00592	July 1, 1989	July 1, 1999

Insurer	Policy Number	Policy Start	Policy End
National Union Fire Insurance Company of Pittsburgh, Pa.	CLM 308-33-90	July 1, 1991	July 1, 1992
National Union Fire Insurance Company of Pittsburgh, Pa.	RMGLCM 325-28-26	July 1, 1991	July 1, 1992
National Union Fire Insurance Company of Pittsburgh, Pa.	RMGL 325-28-27	July 1, 1991	July 1, 1992
National Union Fire Insurance Company of Pittsburgh, Pa.	RMGL 325-28-28	July 1, 1991	July 1, 1992

SCHEDULE IX

XL Corporate Parties

- XL Insurance America, Inc.
- Greenwich Insurance Company
- XL Specialty Insurance Company
- X.L. America, Inc.

SCHEDULE X

XL Policies

Issuing Insurer	Policy No.	Policy Period
XL Insurance America, Inc.	US00006616LI11A	1/1/2011-1/1/2012
XL Insurance America, Inc.	US00006617LI11A	1/1/2011-1/1/2012
XL Insurance America, Inc.	US00006616LI12A	1/1/2012-1/1/2013
XL Insurance America, Inc.	US00006617LI12A	1/1/2012-1/1/2013
XL Insurance America, Inc.	US00006616LI13A	1/1/2013-1/1/2014
XL Insurance America, Inc.	US00006617LI13A	1/1/2013-1/1/2014
XL Insurance America, Inc.	US00006616LI14A	1/1/2014-1/1/2015
XL Insurance America, Inc.	US00006617LI14A	1/1/2014-1/1/2015