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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

MOTION RECORD
(Re: RECOGNITION OF SALE APPROVAL ORDER)
(Returnable November 25, 2020)

November 20, 2020

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TO: ATTACHED SERVICE LIST

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

SERVICE LIST
(November 20, 2020)

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

I N D E X

TAB	DOCUMENT
1.	Notice of Motion, returnable November 25, 2020
2.	Affidavit of Anthony Wilson, sworn November 20, 2020
A.	*Exhibit A:* Affidavit of Anthony Wilson, sworn October 29, 2020 (Sixth Wilson Affidavit) (without exhibits)
B.	*Exhibit B:* US Sale Approval Order
C.	*Exhibit C:* Letter Agreement, dated November 4, 2020 and amendment to the Mining Lease (First Amendment)
D.	*Exhibit D:* DIP Agreement
3.	Draft Order

TAB 1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

NOTICE OF MOTION
(Re: Recognition of Foreign Order)
(Returnable November 25, 2020)

The Applicant, Imerys Talc Canada Inc. ("**ITC**"), will make a motion to a judge presiding over the Commercial List on November 25, 2020 at 12:00 noon or as soon after that time as the motion can be heard by videoconference due to the COVID-19 crisis. The videoconference details can be found in Schedule "A" to this Notice of Motion. Please advise Nicholas Avis if you intend to join the hearing of this motion by emailing navis@stikeman.com.

PROPOSED METHOD OF HEARING:

The motion is to be heard orally by videoconference.

THE MOTION IS FOR:

1. An order recognizing and enforcing in Canada the following order of the United States Bankruptcy Court for the District of Delaware (the "**US Court**") made in the insolvency proceedings of the Debtors under chapter 11 of title 11 of the United States Bankruptcy Code: *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] (the "**Sale Approval Order**").

THE GROUNDS FOR THE APPLICATION ARE:

1. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Affidavit of Anthony Wilson, sworn November 20, 2020 (the "**Wilson Affidavit**");

Generally

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

3. On February 13, 2019, the Debtors filed voluntary petitions for relief under title 11 of the *United States Code* with the US Court (the "**US Proceeding**");

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

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

The Sale Process

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

7. A key aspect of the proposed plan of reorganization is the sale (the "**Sale**") of substantially all of the Debtors' assets to one or more purchaser(s) pursuant to section 363 of the US Bankruptcy Code;

8. The proceeds from the Sale (less any related expenses) are to be contributed to the Talc Personal Injury Trust;

9. The Debtors formally commenced the sale process on May 15, 2020, which process consisted of two phases:

(a) in the first phase, the Debtors and their advisors engaged in an extensive marketing effort with outreach to various potential bidders and an initial diligence process; and

(b) in the second phase, the Debtors and their advisors provided potential bidders with the opportunity to finalize outstanding diligence, secure acquisition financing as needed, and submit a binding offer by November 10, 2020;

10. The Debtors' investment banker contacted approximately 110 potentially interests parties during the first phase of the sale process, 25 of whom submitted non-binding indications of interest by the end of the first phase;

11. The Debtors designated 17 of the interested parties as potential bidders for the purposes of the second phase of the sale process;

12. Thirteen potential bidders submitted a check-in bid mid-way through the second phase on August 21, 2020 to indicate their continued interest in the sale process;

13. On October 13, 2020, the Debtors designated Magris Resources Canada Inc. ("**Magris Resources**") as the Stalking Horse Bidder, subject in all respects to the terms and conditions of an asset purchase agreement dated October 13, 2020 and amended on October 27, 2020 (the "**Stalking Horse Agreement**");

14. The Debtors continued to engage with potential bidders following the designation of the Stalking Horse Bidder, but no Qualified Bids or Overbids other than the Stalking Horse Bid were received by the bid deadline on November 10, 2020 at 4:00 p.m. ET;

15. On November 11, 2020, the Debtors declared Magris Resources the successful bidder;

Sale Approval Order

16. The US Court heard the motion seeking the entry of the Sale Approval Order on November 16, 2020 and entered the Sale Approval Order on November 17, 2020;

17. The Sale Approval Order, among other things, authorizes and approves the sale of the Debtors' assets free and clear to Magris Resources pursuant to the Stalking Horse Agreement;

18. The Stalking Horse Agreement provides that Magris Resources will purchase substantially all of the Debtors' assets, as detailed at s. 2.1 of the Stalking Horse Agreement, for (i) $223,000,000 in cash consideration, and (ii) the assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement);

19. The proposed transaction with Magris Resources is in the best interest of the Debtors, their estates and their stakeholders because it presents the best opportunity to maximize the value of the Debtors' estates;

Other Grounds

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

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

22. 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:

23. The Wilson Affidavit;

24. The Sale Approval Order, a copy of which is attached to the Wilson Affidavit;

25. The Ninth Report of the Information Officer, to be filed; and

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

November 20, 2020

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Schedule "A"

Zoom Coordinates
November 25, 2020 at 12 noon Eastern Time (US and Canada)

Join Zoom Meeting
https://zoom.us/j/93589832142?pwd=VWRtZlNlUGE4TEloUWZrTnNPdVoxdz09

Meeting ID: 935 8983 2142
Passcode: 381142

One tap mobile
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+14388097799,,93589832142#,,,,,,0#,,381142# Canada

Dial by your location
+1 204 272 7920 Canada
+1 438 809 7799 Canada
+1 587 328 1099 Canada
+1 647 374 4685 Canada
+1 647 558 0588 Canada
+1 778 907 2071 Canada
Meeting ID: 935 8983 2142
Passcode: 381142

Find your local number: https://zoom.us/u/aZIar95zg

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "**DEBTORS**")
APPLICATION OF IMERYS TALC CANADA INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION
(Returnable November 25, 2020)

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Lawyers for the Applicant

TAB 2

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

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

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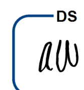
APPLICATION OF IMERYS TALC CANADA INC., UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AFFIDAVIT OF ANTHONY WILSON
(Sworn November 20, 2020)

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

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

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

DS


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3. I swear this affidavit in support of ITC's motion pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"), for an order granting certain relief, including recognizing the Sale Approval 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 my last affidavit sworn October 29, 2020 (the "**Sixth Wilson Affidavit**"), a copy of which (without exhibits) is attached hereto and marked as **Exhibit "A"**.

I. OVERVIEW

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

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

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

8. On February 13, 2019, the 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 Third 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 section 45 of the CCAA and a supplemental order recognizing the First Day Orders and appointing Richter Advisory Group Inc. as the Information Officer.

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

(a) US Court Orders

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

    a) *Order Denying Motion to Compel*, entered on November 6, 2020 [Docket No. 2401];

    b) *Order Appointing Mediator*, entered on November 13, 2020 [Docket No. 2515];

    c) *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*, entered on November 17, 2020 [Docket No. 2539] (the "**Sale Approval Order**").

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13. The Debtors are only seeking to recognize the Sale Approval Order.

(b) The Status of the Debtors' Plan of Reorganization

14. As previously reported to this Court, 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. To this effect, the Debtors filed with the US Court on October 16, 2020 the *Third Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 2354] (the "**Third Amended Plan**") and the *Disclosure Statement for Third Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 2355] (the "**Third Amended Disclosure Statement**").

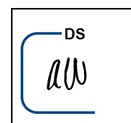
16. I previously reported to this Court that the Debtors scheduled a hearing with the US Court on November 16, 2020 seeking an order, among other things, approving the Third Amended Disclosure Statement. Due to certain objections received by the Debtors, the motion seeking entry of an order approving the Third Amended Disclosure Statement has now been re-scheduled to December 17, 2020. The Debtors intend to pursue discussions and/or enter into mediation with certain of the objecting parties in the interim.

17. A key aspect of the Third Amended Plan is the sale (the "**Sale**") of substantially all of the Debtors' assets to one or more purchaser(s) pursuant to section 363 of the US Bankruptcy Code. The Sale (as described in greater detail below) is intended to make available additional funding for the benefit of the Debtors' estates, and, ultimately, the Talc Personal Injury Trust because, as anticipated under the Third Amended Plan, the net proceeds from the Sale (less any related expenses) will be contributed to the Talc Personal Injury Trust.

III. THE SALE

(a) Background

18. On May 15, 2020, the Debtors filed a motion (the "**Sale Motion**") seeking a US Court order (a) authorizing and approving bidding procedures for the sale of all or substantially all of

Deponent's Initials 

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the Debtors' assets (the "**Bidding Procedures**"); (b) establishing procedures for the assumption and assignment of certain executory contracts and unexpired leases; (c) establishing procedures in connection with the selection of a Stalking Horse Bidder (as defined in the Sale Motion), if any, and related protections; and (d) approving the sale of assets free and clear of all Interests (as defined in the Sale Motion) pursuant to an asset purchase agreement.

19. The Bidding Procedures for the Sale of all or substantially all of the Debtors' assets set forth a process by which one or more stalking horse bidders could be selected. The Bidding Procedures also establish a framework related to the submission of bids for the Debtors' assets and how an auction to sell the Debtors' assets would be conducted. The Bidding Procedures were developed in consultation with, among others, the Tort Claimants' Committee, the Future Claimants' Representative, and the Information Officer.

20. The Debtors filed revised Sale Motion materials on June 26, 2020. The Debtors subsequently filed three notices of modified deadlines in accordance with the Bidding Procedures: (a) the *Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2039]; (b) the *Second Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2189]; and (c) the *Third Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2329] (collectively, the "**Notices of Modified Dates**").

21. On June 30, 2020, the US Court entered an order [Docket No. 1950] (the "**Bidding Procedures Order**") in relation to the Sale Motion. The Bidding Procedures Order, among other things, (a) authorized and approved the Bidding Procedures; (b) established procedures for the assumption and assignment of executory contracts and unexpired leases and the determination of the Cure Amounts (as defined in the Bidding Procedures Order); (c) established procedures in connection with the selection of a Stalking Horse Bidder (as defined in the Bidding Procedures Order), if any, and protections to be afforded thereto; (d) scheduled an auction of the Assets; (e) scheduled a hearing to consider approval of any Sale; (f) approved the form and manner of notice of all procedures, protections, schedules, and agreements; and (g) granted related relief.

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22. On July 3, 2020, this Court recognized and gave full force and effect in Canada to the Bidding Procedures Order.

(b) The Sale Process

23. The Debtors formally commenced their sale process on May 15, 2020. The sale process consisted of two phases, which was intended to create a sufficiently competitive environment in order to attract the highest and/or best bid for the Debtors' assets:

a) the first phase included an extensive marketing effort, with outreach to various potential bidders and an initial diligence process. Interested parties had until July 17, 2020 at 4:00 p.m. ET to evaluate the Debtors' businesses and submit indications of interest. Potential bidders were selected, with the consent of the Tort Claimants' Committee and the Future Claimants' Representative, by July 24, 2020 at 4:00 p.m. ET; and

b) in the second phase, following the identification of potential bidders, participants had the opportunity to finalize outstanding diligence, secure acquisition financing as needed, and submit a binding offer by November 10, 2020 at 4:00 p.m. ET. In addition, the Debtors requested that potential bidders submit a non-binding, check-in bid on or before August 21, 2020.

The First Phase of the Sale Process

24. As part of the first phase, PJT Partners LP ("**PJT**"), which serves as the investment banker for the Debtors, contacted approximately 110 potentially interested parties on behalf of the Debtors, with the aim of attracting multiple proposals to acquire the Debtors' businesses on a cash-free, debt-free basis. Upon receiving a non-binding indication of interest proposal, the Debtors and their advisors provided interested parties with a confidential information presentation. During the first phase, 50 parties executed confidentiality agreements and were granted access to the confidential information presentation.

25. Subsequent to the entry of the Bidding Procedures Order on June 30, 2020, PJT provided interested parties with a letter that (a) outlined the non-binding indications of interest bid submission guidelines in accordance with the approved Bidding Procedures and information on how to access the approved Bidding Procedures; (b) notified them of the

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applicable deadline; (c) and invited them to continue to discuss the acquisition of the Debtors' assets.

26. By July 17, 2020—the end of the first phase—the Debtors had received 25 non-binding indications of interest. Certain of these indications of interest were for the entire Debtors' business, whereas others were for a segment of the Debtors' business. The Debtors, with the consent of the Tort Claimants' Committee and the Future Claimants' Representative, designated 17 of the interested parties as potential bidders, granting such potential bidders additional access to diligence materials, including a virtual data room (the "**VDR**"), updated financial diligence information, and additional due diligence sessions. Additionally, the Debtors' management team hosted management meetings with these potential bidders to facilitate further diligence of the business.

The Second Phase of the Sale Process

27. During the second phase, the Debtors, with PJT's assistance, continued to provide potential bidders with diligence information, which was uploaded to the VDR. On August 21, 2020, 13 potential bidders submitted a check-in bid, which was either a re-submission of their initial indication of interest or a revision thereof. The purpose of the check-in bid was to reaffirm each potential bidder's interest in continuing the diligence process. After check-in bids were submitted, the Debtors and their advisors continued to focus their sale and marketing efforts on the potential bidders remaining in the process with an aim of encouraging the submission of binding, qualified bids on or before the qualified bid deadline.

28. The Debtors determined that it would be beneficial to the sale process and the maximization of the Debtors' value to pursue negotiations with parties interested in serving as a Stalking Horse Bidder. Accordingly, the Debtors and their advisors engaged in discussions and negotiations with certain potential bidders regarding the potential to serve as the Stalking Horse Bidder. The Debtors ultimately advanced negotiations with Magris Resources Canada Inc. ("**Magris Resources**") and, on October 13, 2020, in accordance with the Bidding Procedures Order, the Debtors filed the *Notice of (i) Designation of Stalking Horse Bidder, (ii) Filing of Stalking Horse Agreement and Proposed Sale Order and (iii) Request for Approval of Bid Protections* [Docket No. 2330] pursuant to which the Debtors selected Magris Resources as the proposed Stalking Horse Bidder, subject in all respects to the terms and conditions of that certain Asset Purchase Agreement, dated as

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of October 13, 2020 and as amended on October 27, 2020 (and as further amended, modified, or otherwise supplemented from time-to-time, the "**Stalking Horse Agreement**").

29. The purchase price payable to the Debtors under the Stalking Horse Agreement for the Purchased Assets (as defined in the Stalking Horse Agreement) consists of the following (the "**Purchase Price**"): (i) $223,000,000 in cash consideration, and (ii) the assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement).

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

31. The Stalking Horse Approval Order approved (a) the designation of Magris Resources as the Stalking Horse Bidder for the Debtors' assets for the purposes of conducting the auction, and (b) certain Bid Protections (including a break-up fee and expense reimbursement).

32. On November 3, 2020, this Court recognized and gave full force and effect in Canada to the Stalking Horse Approval Order.

Selection of the Successful Bid

33. The Debtors continued to engage with potential bidders following designation of the Stalking Horse Bid. Despite their efforts to identify alternative qualified bids, the Debtors did not receive any Qualified Bids or Overbids (each as defined in the Bidding Procedures), other than the Stalking Horse Bid, by the bid deadline on November 10, 2020 at 4:00 p.m. ET. If two or more bids had been received by then, the Debtors would have conducted an auction on November 12, 2020 to determine the highest or otherwise best bid for the assets.

34. As the Debtors did not receive any alternative Qualified Bids, on November 11, 2020, the Debtors declared Magris Resources as the successful bidder and filed the *Notice of Auction Cancellation and Successful Bidder* on November 11, 2020 [Docket No. 2494]. On November 16, 2020, the US Court heard the motion seeking the entry of the Sale Approval Order, and on November 17, 2020, the US Court entered the Sale Approval

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Order. The Sale Approval Order, among other things, authorized and approved of the sale of the Debtors' assets free and clear to Magris Resources. A copy of the Sale Approval Order is attached hereto and marked as **Exhibit "B"**. The Sale Approval Order is the only order of the US Court that the Debtors seek to recognize as part of the within motion.

35. I believe that the sale process undertaken by the Debtors was comprehensive and led to the Debtors' receiving a reasonable and fair offer for their assets. The time period for marketing the Debtors' assets, nearly six months, was adequate, and the outcome from the sale process yielded the highest and best market value for the assets available at this time for the benefit of all stakeholders.

36. I further believe the Sale is in the best interest of the Debtors, their estates and all parties in interest, and believe it is in their collective best interests for the Debtors to perform under the Stalking Horse Agreement and consummate the Sale. It is also my belief that, given the substantial time already committed to the sale and marketing process, any further marketing process would not benefit the Debtors' estates and would instead create delay and additional expense with no commensurate benefit, given that no other transaction counterparty would likely come forward with better terms than the successful bidder.

(c) Impact of the Sale on Canadian Stakeholders

37. The Stalking Horse Agreement provides that Magris Resources will purchase substantially all of the Debtors' assets, as detailed at s. 2.1 of the Stalking Horse Agreement. Among other things, the Stalking Horse Agreement provides that Magris Resources shall purchase and acquire "all Non-Real Property Contracts…including…Assumed Plans and, to the extent required by Law, all Collective Bargaining Agreements" (s. 2.1(d)), "all Owned Real Property, Leased Real Property under the Assumed Real Property Leases and all other rights-of-way, surface leases, surface use agreements, easements, real property interests, real rights, licenses, servitudes, Permits and privileges owned or held for use by the Selling Entities and constituting real property or a real property interest, together with the rights, tenements, appurtenant rights and privileges relating thereto" (s. 2.1(e)), and "the Assumed Plans and any assets that are set aside, whether or not in trust, with respect to any Assumed Plan and all trust agreements, insurance contracts, administrative service

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agreements and investment management agreements related to the funding and administration of the Assumed Plans" (s. 2.1(p)).[1]

38. For greater certainty, the assets being acquired by Magris Resources include assets located in Canada and held by ITC, such as:

    a) a talc mine in Timmins, Ontario;[2]

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

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

    d) a warehouse in Mississauga, Ontario.

39. The "Assumed Plans" being acquired by Magris Resources include all "ITC Benefit Plans and such other Company Benefit Plans as are set forth on Schedule 7.9(b)". This means that as part of the Stalking Horse Agreement, Magris Resources will assume ITC's two pension and benefits plans (together, the "**Pension Plans**"):

    a) the Pension Plan for Employees of Imerys Talc Canada Inc. (Financial Services Regulatory Authority and Canada Revenue Agency No. 0998567); and

    b) the Pension Plan for Bargaining Unit Employees of Imerys Talc Canada Inc. (Financial Services Regulatory Authority and Canada Revenue Agency No. 0992859).

40. The Debtors do not anticipate that there will be any immediate changes to the Pension Plans as a result of the sale to Magris Resources. Pursuant to the Stalking Horse Agreement, Magris Resources shall, subject to the terms of the Stalking Horse Agreement, maintain, or cause one of its Affiliates to maintain, certain terms and conditions of employment for not less than one year following the Closing Date of the transaction with Magris Resources (all such terms are defined in the Stalking Horse Agreement).

[1] All capitalized terms used in this paragraph are as defined in the Stalking Horse Agreement, and all pinpoint references in this paragraph are references to the Stalking Horse Agreement.
[2] The City of Timmins owns the majority of the surface rights to this land, but ITC owns a small parcel of land where ITC has a central office building and a small micronizing mill.

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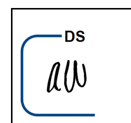

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41. During the week of November 9, 2020, notices were sent to members and/or beneficiaries of ITC's Pension Plans to notify them of (a) the Debtors' motion seeking the entry of the Sale Approval Order, and (b) the within motion to recognize the Sale Approval Order. The Debtors have not received any objections from recipients of the notices.

IV. LETTER AGREEMENT WITH GRG RESOURCES INC.

42. On July 28, 2020, the Debtors filed the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 2040] (the "**Assumption Notice**"), identifying certain executory contracts and unexpired leases, including a mining lease and sublease (the "**Mining Lease**") by and between ITC's predecessor and Alcan Cable (Canada) Inc. ("**Alcan**"), that could potentially be assumed and assigned to the successful purchaser in connection with the Sale. GFG Resources Inc. ("**GFG**") is a successor in interest to Alcan and is the current tenant under the Mining Lease.

43. Section 11.2 of the Mining Lease grants GFG a right of first refusal in the event ITC engages in certain types of transaction, including transactions contemplated by the Sale. GFG asserted that it had a right of first refusal with respect to the Sale.

44. In order to address concerns related to GFG's potential right of first refusal and to further secure a favourable amendment to the Mining Lease converting the right of first refusal into a right of first offer, ITC and GFG entered into a letter agreement dated as of November 4, 2020 (the "**Letter Agreement**") along with an amendment to the Mining Lease (the "**First Amendment**"), copies of which are attached hereto and marked as **Exhibit "C".** The Letter Agreement provides, *inter alia*, that (i) GFG shall waive any right of first refusal it may have asserted pursuant to Section 11.2 of the Mining Lease as it applies to the Sale and enter into the First Amendment, and (ii) ITC shall pay GFG a total of $250,000 in exchange for GFG's agreement to the foregoing on the terms described in the Letter Agreement.

45. The implications of the Letter Agreement are reflected in the Sale Approval Order, which (a) authorizes the Debtors to assume and assign the Mining Lease to the successful purchaser as modified by the Letter Agreement, and (b) authorizes and directs the Debtors to make the $250,000 payment to GFG, as set forth in the Letter Agreement, from the Sale proceeds.

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V. DEBTOR IN POSSESSION FINANCING

46. In the Sixth Wilson Affidavit, I noted that the Debtors were in the process of evaluating debtor-in-possession ("**DIP**") financing to alleviate liquidity constraints in an amount not to exceed $30 million.

47. Until recently, the Debtors did not have a need for DIP financing. The Debtors have, throughout these proceedings, relied on the positive cash flow generated by their operations and intercompany receivables to run their businesses and administer the costs of the Canadian and US insolvency proceedings. The Debtors' liquidity position has now declined such that they will require additional funding to fund the costs of their business operations, administer the Chapter 11 Cases and, ultimately, consummate the transactions contemplated under the Third Amended Plan.

48. As of October 23, 2020, the Debtors had approximately US$11.3 million of cash on hand and US$14.1 million in remaining undrawn intercompany receivables from non-Debtor affiliates. The Debtors anticipate that their remaining undrawn receivables will be exhausted by the first week of January 2021. The Debtors' operations do not generate sufficient funds to cover their operating expenses and the costs of their insolvency proceedings, which will create a significant cash shortfall. In addition, the Debtors will be required to fund reserves for accrued and unpaid administrative expenses, and post-Effective Date costs on the Effective Date of the Third Amended Plan.

(a) The Imerys DIP Facility

49. Accordingly, the Debtors requested and Imerys, the Debtors' ultimate corporate parent, agreed to provide the Debtors with a senior secured DIP credit facility in the principal amount of up to $30 million (the "**DIP Facility**") pursuant to the terms and conditions of the *Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement* (as amended, restated, supplemented or otherwise modified from time-to-time, the "**DIP Agreement**") by and between ITA and ITC, as borrowers, and Imerys, as lender. ITV is a guarantor under the DIP Facility. A copy of the DIP Agreement is attached hereto and marked as **Exhibit "D"**.

50. The DIP Facility is intended to fund the Debtors' insolvency proceedings, post-Effective Date costs, and the Debtors' general corporate and business operations. The Debtors

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believe that $30 million is sufficient to ensure that they have the necessary liquidity to continue to operate during the Chapter 11 Cases and fund the reserves for unpaid administrative expenses as of the completion of these Chapter 11 Cases and post-Effective Date costs.

51. The Debtors considered obtaining DIP financing proposals from third-party lenders (i.e. parties other than Imerys) but, with the input of stakeholders, including the Tort Claimants' Committee, the Debtors ultimately decided against this strategy on the basis that a market test would not result in a better financing option. Among other considerations, Imerys, as a proponent of the Third Amended Plan and the Debtors' ultimate corporate parent, is intimately familiar with the Debtors' businesses and the unique circumstances of the Debtors' Chapter 11 Cases. This reduces or eliminates both execution and timing risks, and the need for extensive due diligence, as would likely be required with a third-party financing proposal.

52. The DIP Facility does not require payment of customary lender and facility fees, including upfront fees and commitment fees. The DIP Facility is also potentially interest free to the extent that the Debtors comply with the DIP Milestones (as defined in the DIP Agreement). Specifically, the DIP Agreement provides that, other than the outstanding principal amount of the DIP Loans, no DIP Obligations will be required to be repaid if the Effective Date of the Third Amended Plan occurs on or prior to May 31, 2021. The Debtors currently expect that confirmation of the Third Amended Plan will occur prior to May 31, 2021, which would allow them to realize the cost-free elements of this financing.

53. Despite the fact that the DIP Facility Lender is an affiliate of the Debtors, the DIP Facility is the result of good faith and arm's-length negotiations between the Debtors and the DIP Facility Lender. For purposes of negotiating the terms of the DIP Facility, the Debtors and the DIP Facility Lender were represented by separate counsel—Latham & Watkins LLP and Stikeman Elliott LLP for the Debtors and Hughes Hubbard & Reed LLP for the DIP Facility Lender. The Tort Claimants' Committee and the Future Claimants' Representative also were involved in negotiations related to the DIP Facility and the Information Officer was consulted as well.

54. The DIP Agreement provides that all funds advanced under the DIP Facility are to be secured by a charge on the Debtors' assets, and such security will rank in priority to most

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other interests, including ITC's Pension Plans. The Debtors are of the view that, notwithstanding the priority charge over their assets, the DIP Facility is in the best interests of their stakeholders for a variety of reasons, including the following:

a) the DIP Facility provides the funds necessary for the Debtors to implement the proposed Sale with Magris Resources. Without the DIP Facility, there is a risk that the Debtors will be unable to consummate the transaction with Magris Resources;

b) the DIP Facility provides the funds necessary for the Debtors to continue as a going concern business. There is a risk that, without the DIP Facility, the Debtors will be forced to cease operations. This would be detrimental to the Debtors' stakeholders, including members of the Pension Plans; and

c) entry into the DIP Facility is not anticipated to pose a significant risk to members of the Pension Plans because Magris Resources will assume the Pension Plans and all related obligations if the proposed sale transaction is consummated.

55. In anticipation of the DIP Approval Order being entered by the US Court, ITC caused a notice to be sent to the members and/or beneficiaries of its Pension Plans during the week of November 9, 2020 to notify them of (a) the charges created by the DIP Approval Order; (b) the Debtors' motion seeking the entry of DIP Approval Order; and (c) the within motion, which was originally intended to include recognition of the DIP Approval Order.

(b) Entry of the DIP Approval Order

56. The Debtors sought entry of the *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* on November 16, 2020 [Docket No. 2459] (the "**DIP Approval Order**").

57. The US Court had certain questions about the express terms of the DIP Agreement and requested the Debtors and the DIP Lender amend same to better reflect the agreement between the parties. In particular, the US Court requested more specific formulation of the terms dealing with repayment of the principal and assignment of the DIP Facility by the DIP Lender. Accordingly, the US Court did not enter the DIP Approval Order on November 16, 2020 and adjourned the hearing of that relief to a date to be determined. The Debtors

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intend to address the US Court's concerns and request approval of a revised DIP Approval Order at a later date.

VI. CONCLUSION

58. 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.

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

Sworn before me by video conference from City of San Jose, in the State of California, United States of America, to the Community of Eugenia (Grey County), Ontario, on November 20, 2020.

DocuSigned by:
Nicholas Avis
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

DocuSigned by:
Anthony Wilson
DD1DA9D1340C4AE...

ANTHONY WILSON

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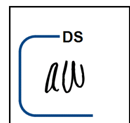

TAB A

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This is
EXHIBIT "A"
to the Affidavit of
ANTHONY WILSON
Sworn November 20, 2020

DocuSigned by:
2C12EFAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

AFFIDAVIT OF ANTHONY WILSON
(Sworn October 29, 2020)

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

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

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

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

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

I. OVERVIEW

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

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

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

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

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

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

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

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

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

(a) The Debtors' Assets and Liabilities

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

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

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

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

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

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

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

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

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(b) US Court Orders

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

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

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

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

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

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

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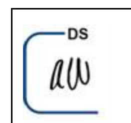

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mediation between the Debtors, the Tort Claimants' Committee, the FCR, and J&J and Johnson & Johnson Consumer Inc.;

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

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

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

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

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

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

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

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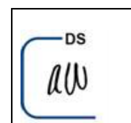

mediation between the Debtors, the Tort Claimants' Committee, the FCR, XL Insurance America, Inc. and certain other parties;

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

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

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

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

(c) Claims Process Update

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

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

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

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III. THE PLAN & DISCLOSURE STATEMENT

(a) Background

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Overview of the Third Amended Plan

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

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

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

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

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

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

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

Debtor-in-Possession Financing

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

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

(c) Sale of Assets

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

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

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

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

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

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

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

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

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

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

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

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

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

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d) a warehouse in Mississauga, Ontario.

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

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

IV. OVERVIEW OF THE FOREIGN ORDERS SOUGHT TO BE RECOGNIZED

(a) Stalking Horse Approval Order

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

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

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

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

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

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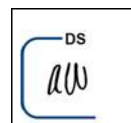

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pocket costs and expenses (including expenses of outside counsel, accountants and financial advisors) incurred by Magris Resources in connection with, or related to, its evaluation, consideration, analysis, negotiation, and documentation of a possible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

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

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

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

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

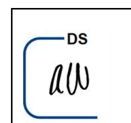
(b) Ramboll Retention Order

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

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

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

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

Deponent's Initials 

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

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

(c) The AIP Orders

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

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

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

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

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

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

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

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(d) KEIP Order

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

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

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

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

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

Deponent's Initials

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

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

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

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

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

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

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

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

V. CONCLUSION

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

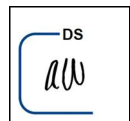
I confirm that while connected via video technology, Anthony Wilson showed me his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid.

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

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

ANTHONY WILSON

Deponent's Initials



TAB B

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This is
EXHIBIT "B"
to the Affidavit of
ANTHONY WILSON
Sworn November 20, 2020

DocuSigned by:
Nicholas Avis
2C12EEAB5242430

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
IMERYS TALC AMERICA, INC., *et al.*,[1]	:	Case No. 19-10289 (LSS)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	**Ref. Docket Nos. 1718 & 1950**

ORDER (I) APPROVING SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (II) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH AND (III) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") for entry of an order (this "**Sale Order**") (i) approving the sale of all or substantially all of the Debtors' assets (collectively, the "**Assets**") free and clear of all liens, claims, encumbrances, and other interests, (ii) authorizing the assumption and assignment of certain of the Debtors' executory contracts and unexpired non-residential real property leases, and (iii) granting related relief, all as more fully set forth in the Motion; and this Court having entered the *Order (I)(A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (II) Granting Related Relief*

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined herein), or if not defined therein, in the Motion or the Bidding Procedures Order (as defined herein), as applicable.

[Docket No. 1950] (as modified by the *Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2039], the *Second Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2189], and the *Third Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2329] (collectively, the "**Notices of Modified Dates**"), the "**Bidding Procedures Order**") on June 30, 2020; and this Court having entered the Stalking Horse Order (as defined below) on October 29, 2020; and no competitive bids having been received; and Magris Resources Canada Inc. (the "**Buyer**") having been selected as the Successful Bidder as noted in the *Notice of Auction Cancellation and Successful Bidder* [Docket No. 2494] (the "**Notice of Successful Bidder**") filed with this Court on November 11, 2020; and upon the Buyer and the Debtors having entered into that certain Asset Purchase Agreement, dated as of October 13, 2020, as amended pursuant to that certain Amendment to the Asset Purchase Agreement, dated as of October 27, 2020 [Docket No. 2418] (as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the "**Asset Purchase Agreement**"), a copy of which is attached hereto as Exhibit A; and this Court having reviewed the Motion and the Asset Purchase Agreement; and it appearing that proper and adequate notice of the Motion and the Bidding Procedures Order having been given to all parties entitled thereto, and that no other or further notice need be given; and a hearing having been held on November 16, 2020, to consider the relief requested in the Motion (the "**Sale Hearing**"); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest and upon the record of the Sale Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

Jurisdiction, Final Order, and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105(a), 363 and 365 of title 11 of the United States Code (the "**Bankruptcy Code**"), rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the applicable Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"). The consummation of the transactions contemplated by the Asset Purchase Agreement and this Sale Order (collectively, the "**Transactions**") is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and the Debtors, on the one hand, and the Buyer and its affiliates, on the other hand, have complied with all of the applicable requirements of such sections and rules in respect of the Transactions.

C. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

Notice of the Sale, Auction and the Cure Payments

D. As evidenced by the affidavits of service filed with this Court,[4] proper, timely, adequate, and sufficient notice of, inter alia, the Motion, the Bidding Procedures Order, the Assumption and Assignment Procedures, the Auction (although cancelled pursuant to the Bidding Procedures Order and the Notice of Successful Bidder), the Sale Hearing, the Sale, and the transactions described in the Asset Purchase Agreement, and all deadlines related to the foregoing, has been provided to all parties entitled to receive such notice under the Bidding Procedures Order and applicable rules.

E. On July 28, 2020, August 28, 2020, and October 28, 2020, the Debtors filed and served the *Notice of Potential Assumption of Certain Executory Contracts or Unexpired Leases* [Docket No. 2040], the *Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 2142], and the *Second Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 2437] (collectively, the "**Cure Notices**") on each of the counterparties to the Assumed Agreements and Assumed Real Property Leases in accordance with the Bidding Procedures Order. The service of the Cure Notices was sufficient under the circumstances and in full compliance with the Assumption and Assignment Procedures and the Bidding Procedures Order, and no further notice need be provided in respect of the Debtors' assumption and assignment to the Buyer of any Assumed Agreement (excluding any contracts that become

[4] *See* Docket Nos. 1739, 1954, 1958, 1968, 1970, 1973, 2085, 2107, 2136, 2141, 2221, 2248, 2367, 2378, 2411, 2425, 2451, 2482, and 2484.

Excluded Assets in accordance with the Asset Purchase Agreement after the date hereof, collectively, the "**Assigned Contracts**") or the Cure Payments for any Assigned Contract. All counterparties to the Assigned Contracts have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Cure Payments. Service of the Cure Notices was appropriate and reasonably calculated to provide all counterparties to the Assigned Contracts with timely and proper notice of the potential assumption and assignment of the Assigned Contracts in connection with the sale of the Assets and the related Cure Payments.

F. On October 22, 2020, the Debtors filed and served the *Notice of Sale, Bidding Procedures, Auction, and Sale Hearing* [Docket No. 2385] (the "**Auction and Sale Notice**") on all parties required to receive such notice under the Bidding Procedures Order and applicable rules, and published a substantially similar form of such notice in the national editions of *The Wall Street Journal* and *The Globe and Mail*[5] and the website maintained by the Debtors' claims and noticing agent, Prime Clerk LLC. Such publication of the Auction and Sale Notice conforms to the requirements of the Bidding Procedures Order and Bankruptcy Rules 2002(l) and 9008, and was reasonably calculated to provide notice to any affected party and afford any affected party the opportunity to exercise any rights related to the Motion and the relief granted by this Sale Order. Service and publication of the Auction and Sale Notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Purchased Assets, including the proposed sale of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests, the Sale, the Bidding Procedures, the Auction, and the Sale Hearing.

[5] *See* Docket No. 2511.

G. The Debtors filed the Notice of Successful Bidder with this Court on November 11, 2020, and served such notice on all parties required to receive such notice under the Bidding Procedures Order and applicable law. Such notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the cancellation of the Auction and the identity of the Successful Bidder.

H. The notice described in the foregoing paragraphs is due, proper, timely, adequate, and sufficient notice of the Motion, the Auction (including the cancellation of the Auction), the Bidding Procedures Order, the Sale Hearing, the assumption and assignment of the Assigned Contracts to the Buyer, the Sale, and the entry of this Sale Order, and has been provided to all parties in interest. Such notice was, and is, good, sufficient, and appropriate under the circumstances of these Chapter 11 Cases, provided a fair and reasonable opportunity for parties in interest to object, and to be heard, with respect thereto, and was provided in accordance with sections 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, and 9014, and the applicable Local Rules, and in compliance with the Bidding Procedures Order. Accordingly, no other or further notice with respect to such matters is necessary or shall be required.

The Stalking Horse Bid

I. Pursuant to the Bidding Procedures Order, the Debtors were authorized (but not required) to exercise their business judgment, in consultation with the Consultation Parties and with the consent of the TCC and FCR, to (i) select and designate one or more Potential Bidders to act as a Stalking Horse Bidder for up to substantially all of the Assets, (ii) negotiate the terms of, and enter into a Stalking Horse Agreement, and (iii) agree to certain bid protections for the benefit

of such Stalking Horse Bidder, subject to approval of the Court after notice and an opportunity to object.

J. After extensive, arm's length, good faith negotiations among the Debtors and the Buyer, and their respective advisors, in accordance with the Bidding Procedures and the Bidding Procedures Order, on October 13, 2020, the Debtors and the Buyer finalized the Asset Purchase Agreement wherein the Debtors and the Buyer agreed that the Buyer would serve as the Stalking Horse Bidder for the Purchased Assets, and the Transactions contemplated by the Asset Purchase Agreement would serve as the Stalking Horse Bid, subject to entry of the Stalking Horse Order.

K. On October 13, 2020, the Debtors filed with the Court, and served on the Transaction Notice Parties, the *Notice of (I) Designation of Stalking Horse Bidder, (II) Filing of Stalking Horse Agreement and Proposed Sale Order and (III) Request for Approval of Bid Protections* [Docket No. 2330] (the "**Stalking Horse Notice**"). No objections were filed to the Stalking Horse Notice. On October 29, 2020, this Court entered the *Order (I) Approving Debtors' Designation of Magris Resources Canada Inc. as Stalking Horse Bidder and Related Bid Protections and (II) Granting Related Relief* [Docket No. 2439] (the "**Stalking Horse Order**"), approving, among other things, (i) the designation of the Buyer as the Stalking Horse Bidder for the Purchased Assets, and (ii) the Bid Protections (as defined and further described in the Stalking Horse Order).

Business Judgment

L. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Sale and the other transactions contemplated by the Asset Purchase Agreement and the Transaction Documents, including, without limitation, the assumption, assignment, and/or transfer of the Assigned

Contracts pursuant to sections 105, 363, and 365 of the Bankruptcy Code, prior to and outside of a plan of reorganization, and such action is an appropriate exercise of each Debtor's business judgment and in the best interests of the Debtors, their estates, and their creditors. The Debtors have determined that entry into the Asset Purchase Agreement and the Sale of the Purchased Assets to the Buyer present the best opportunity to maximize the value of the Debtors' estates.

Marketing and Sale Process

M. The Debtors and their professionals, agents, and other representatives have marketed the Debtors' Assets and conducted all aspects of the sale process at arm's length, in good faith, and in compliance with the Bidding Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Debtors' Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures and the Auction (including the cancellation of the Auction) were duly noticed, were substantively and procedurally fair to all parties, and were conducted in a diligent, non-collusive, fair and good-faith manner. The Asset Purchase Agreement constitutes the best and highest offer for the Debtors' Assets.

Good Faith of the Buyer; No Collusion

N. The Buyer is purchasing the Purchased Assets for value in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and therefore is entitled to, and granted pursuant to paragraph 32 below, the full rights, benefits, privileges, immunities and protections of that provision, and has otherwise proceeded in good faith in all respects in connection with the Transaction in that, among other things: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Assets; (ii) the Buyer complied in good faith in all respects with the provisions in the Bidding Procedures and the

Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bidding process set forth in the Bidding Procedures; (iv) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed; and (v) the negotiation and execution of the Asset Purchase Agreement and the other Transaction Documents were at arm's length and in good faith.

O. None of the Debtors, the Buyer, any other party in interest, or any of their respective Representatives has engaged in any conduct that would cause or permit the Asset Purchase Agreement or any of the Transaction Documents, or the consummation of the Transaction, to be avoidable or avoided, or for costs or damages to be imposed, under section 363(n) of the Bankruptcy Code, or has acted in bad faith or in any improper or collusive manner with any Person in connection therewith.

Highest or Otherwise Best Offer

P. The Debtors have complied in all material respects with the Bidding Procedures Order. The Debtors and their advisors adequately marketed the Purchased Assets, and the process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any party to make a higher or otherwise better offer to purchase the Purchased Assets.

Q. In accordance with the Bidding Procedures and pursuant to the Stalking Horse Order, the Bid submitted by the Buyer was deemed a Qualified Bid. Other than the Stalking Horse Bid, no Qualified Bids were submitted for the Purchased Assets by the Bid Deadline. As such, the Debtors, in consultation with the Consultation Parties and with the consent of the TCC and the FCR, cancelled the Auction and the Buyer was deemed to be the Successful Bidder in accordance with the Bidding Procedures. No other Person has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Buyer. The Asset Purchase Agreement

constitutes the highest or otherwise best offer for the Purchased Assets and represents fair and reasonable consideration to the Debtors for the Purchased Assets under the circumstances of these Chapter 11 Cases.

No Fraudulent Transfer

R. The Asset Purchase Agreement and the other Transaction Documents were not entered into, and the Transaction is not being consummated, for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors under applicable law, and none of the parties to the Asset Purchase Agreement or parties to any of the Transaction Documents are consummating the Transaction with any fraudulent or otherwise improper purpose. The Purchase Price for the Purchased Assets constitutes full and adequate consideration, is fair and reasonable, and constitutes reasonably equivalent value, fair consideration, and fair value under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law.

Validity of Transfer

S. The Debtors have full corporate power and authority (i) to perform all of their obligations under the Asset Purchase Agreement and the Transaction Documents and (ii) to consummate the Transaction. Subject to the entry of this Sale Order, no further consents or approvals are required for the Debtors to consummate the Transaction or otherwise perform their obligations under the Asset Purchase Agreement or the Transaction Documents, except, in each case, as otherwise expressly set forth in the Asset Purchase Agreement or other Transaction Documents.

T. As of the Closing Date, the transfer of the Purchased Assets to the Buyer, including, without limitation, the assumption, assignment, and transfer of the Assigned Contracts, will be a

legal, valid, and effective transfer thereof, and will vest the Buyer with all right, title, and interest of the Debtors in and to the Purchased Assets, free and clear of all Interests (as defined below) (other than Permitted Liens and Assumed Liabilities) accruing or arising any time prior to the Closing Date, except as expressly set forth in the Asset Purchase Agreement.

Section 363(f) Is Satisfied

U. The Debtors may sell or otherwise transfer the Purchased Assets free and clear of all Interests (other than Permitted Liens and Assumed Liabilities) because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Interests against the Debtors, their estates, or any of the Purchased Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Interests who did object, if any, fall within one or more of the other subsections of section 363(f) and are adequately protected by the terms of this Sale Order, including, as applicable, by having their Interests, if any, attach to the proceeds of the Sale attributable to the Purchased Assets in which such creditor alleges or asserts an Interest, in the same order of priority, with the same validity, force, and effect, that such creditor had against the Purchased Assets immediately prior to consummation of the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

V. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Transaction contemplated thereby if (i) the Sale, including the assumption, assignment, and transfer of the Assigned Contracts to the Buyer, was not free and clear of all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities), or (ii) the Buyer or any of its Affiliates, past, present and future members or shareholders, lenders,

subsidiaries, parents, divisions, agents, Representatives, insurers, attorneys, successors and assigns, or any of its or their respective directors, managers, officers, employees, agents, Representatives, attorneys, advisors, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (each a "**Buyer Party**") would, or in the future could, be liable for any of such Interests, including any successor or transferee liability (other than Permitted Liens and Assumed Liabilities). Not transferring the Purchased Assets free and clear of all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities), including rights or claims based on any successor or transferee liability, would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Interests would be of substantially less benefit to the Debtors' estates.

W. As used in this Sale Order, the terms "Interest" and "Interests" include all of the following, in each case, to the extent against or with respect to the Debtors, or in, on, or against, or with respect to any of the Purchased Assets:

i. encumbrances, charges, liens (whether consensual, statutory, possessory, judicial, or otherwise), claims, mortgages, leases, subleases, licenses, hypothecations, deeds of trust, pledges, levies, security interests or similar interest, title defect, options, hypothecations, rights of use or possession, rights of first offer or first refusal (or any other type of preferential arrangement), profit sharing interests, rights of consent, restrictive covenants, encroachments, servitude, restrictions on transferability of any type, charge, easement, right of way, restrictive covenant, transfer restriction under any shareholder agreement, judgment, conditional sale or other title retention agreement, any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Purchased Assets, or any similar rights, or other imposition, imperfection or defect of title or restriction on transfer or use of any nature whatsoever (collectively, "**Liens**");

ii. any and all claims as defined in section 101(5) of the Bankruptcy Code and jurisprudence interpreting the Bankruptcy Code, causes of actions, payments, charges, judgments, assessments, losses, monetary damages,

penalties, fines, fees, interest obligations, deficiencies, debts, obligations, costs and expenses and other liabilities (whether absolute, accrued, contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise), including, without limitation: (1) any and all claims or causes of action based on or arising under any labor, employment or pension laws, labor or employment agreements, including any employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA (as defined herein), (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code and of any similar state law (collectively, "**COBRA**"), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101 et seq.); (2) any rights under any pension or multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, "**ERISA**"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (3) any and all claims or causes of action based upon or relating to any putative successor or transferee liability; (4) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor affiliate; (5) any Excluded Assets; (6) any and all claims or causes of action based upon or relating to any unexpired and executory contract or unexpired lease that is not an Assigned Contract that will be assumed and assigned pursuant to this Sale Order and the Asset Purchase Agreement; (7) any and all claims or causes of action based upon or relating to any bulk sales, transfer taxes or similar law; (8) any and all claims or causes of action based upon or relating to any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtor Assets prior to the Closing, including, without limitation, any ad valorem taxes assessed by any applicable taxing authority; (9) Talc Personal Injury Claims (as defined in the Plan (as may be amended)) and Talc Personal Injury Demands (as defined in the Plan (as may be amended)); (10) any other Excluded Liabilities under the Asset Purchase Agreement; and (11) any and all other claims, causes of action, proceedings, warranties,

guaranties, rights of recovery, setoff, recoupment, rights, remedies, obligations, liabilities, counterclaims, cross-claims, third party claims, demands, restrictions, responsibilities, or contribution, reimbursement, subrogation, or indemnification claims or liabilities based on or relating to any act or omission of any kind or nature whatsoever asserted against any of the Debtors or any of their respective affiliates, directors, officers, agents, successors or assigns in connection with or relating to the Debtors, their operations, their business, their liabilities, the Debtors' marketing and bidding process with respect to the Assets, the Assigned Contracts, or the Transactions contemplated by the Asset Purchase Agreement (collectively, "**Claims**"); and

iii. without limiting any of the foregoing, any other interest that the Debtors may sell property free and clear of pursuant to section 363(f) of the Bankruptcy Code (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Case, and whether imposed by agreement, understanding, applicable Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability) (items (i), (ii) and (iii) above are collectively, "**Interests**").

Not a Successor; Not a Sub Rosa Plan

X. The Buyer and the Buyer Parties are not, and shall not be deemed to, as a result of any action taken in connection with the Transaction: (1) be a successor to or a mere continuation or substantial continuation (or other such similarly situated party) to the Debtors or their estates (other than with respect to the Assumed Liabilities as expressly stated in the Asset Purchase Agreement); or (2) have, *de facto* or otherwise, merged or consolidated with or into the Debtors. Neither the Buyer nor any Buyer Party shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, other than to the extent expressly provided in the Asset Purchase Agreement or in this Sale Order.

Y. The Sale does not constitute a *de facto* plan of reorganization or liquidation or an element of such a plan for the Debtors, as it does not and does not propose to: (i) impair or

restructure existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting rights with respect to any current or future plan proposed by the Debtors; (iii) circumvent chapter 11 plan safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (iv) classify claims or equity interests, compromise controversies, or extend debt maturities.

Assumption, Assignment and/or Transfer of the Assigned Contracts

Z. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the Buyer, in each case, in connection with the consummation of the Transaction and (ii) that the assumption and assignment of the Assigned Contracts to the Buyer is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Assigned Contracts being assigned to the Buyer are an integral part of the Purchased Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Assigned Contracts are reasonable and enhance the value of the Debtors' estates. Each and every provision of the documents governing the Purchased Assets or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any of the Purchased Assets, if any, have been or will be satisfied or are otherwise unenforceable under section 365 of the Bankruptcy Code. Any non-Debtor counterparty to an Assigned Contract that has not filed with this Court an objection to such assumption and assignment in accordance with the terms of the Bidding Procedures Order is deemed to have consented to such assumption and assignment.

AA. To the extent necessary or required by applicable law, the Debtors (or the Buyer on behalf of the Debtors) has or will have as of the Closing Date: (i) cured, or provided adequate assurance of cure, of any default existing prior to the Closing Date with respect to the Assigned Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code,

and (ii) provided compensation, or adequate assurance of compensation, to any party for any actual pecuniary loss to such party resulting from such default with respect to such Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The respective amounts set forth on Schedule 1 attached to each of the Cure Notices (or any Supplemental Cure Notice served in accordance with the Assumption and Assignment Procedures or any order of this Court) are the sole amounts necessary under sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code to cure any and all defaults under the Assigned Contracts under section 365(b) of the Bankruptcy Code and, upon payment of the Cure Costs the Debtors shall have no further liability under the Assigned Contracts whatsoever.

BB. The promise of the Buyer to perform the obligations first arising under the Assigned Contracts after their assumption and assignment to the Buyer constitutes adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Assigned Contracts. Any objections to the foregoing, the determination of any Cure Payments, or otherwise related to or in connection with the assumption, assignment, or transfer of any of the Assigned Contracts to the Buyer are hereby overruled on the merits or otherwise treated as set forth in paragraph 3 below. Those non-Debtor counterparties to Assigned Contracts who did not object to the assumption, assignment, or transfer of their applicable Assigned Contract, or to their applicable Cure Payment, are deemed to have consented thereto for all purposes of this Sale Order.

CC. The Buyer shall maintain certain rights to modify the list of the Assigned Contracts, after the date of this Sale Order in accordance with the terms of the Asset Purchase Agreement. Such modification rights include, but are not limited to, the right of the Buyer, subject

to the terms of the Asset Purchase Agreement, to amend or revise the Assumed Contracts and Leases Schedule in order to add or eliminate any assignable Non-Real Property Contract or Real Property Lease to or from such schedule. The Buyer would not have agreed to the Transaction without such modification rights. The notice and opportunity to object provided to counterparties to the Assigned Contracts and to other parties in interest, as set forth in the Assumption and Assignment Procedures, fairly and reasonably protects any rights that such counterparties and other parties in interest may have with respect to such Non-Real Property Contracts or Real Property Leases.

Compelling Circumstances for an Immediate Sale

DD. To maximize the value of the Purchased Assets and resources in these Chapter 11 Cases, it is essential that the Sale of the Purchased Assets be approved and consummated promptly. Accordingly, there is cause to waive the stay requirements contemplated by Bankruptcy Rules 6004 and 6006 with regards to the Transaction contemplated by this Sale Order, the Asset Purchase Agreement, and the Transaction Documents.

EE. The consummation of the Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105, 363, and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The Motion, and the relief requested therein, is granted and approved, and the Transaction contemplated thereby and by the Asset Purchase Agreement and the other Transaction Documents is approved, in each case as set forth in this Sale Order.

2. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order and the Stalking Horse Order are incorporated herein by reference.

3. All objections to the Motion or the relief requested therein, including the assumption and assignment of the Assigned Contracts and the Cure Payments related thereto, that have not been withdrawn, waived, resolved, adjourned, or otherwise settled as set forth herein, as announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby denied and overruled on the merits. Those parties who did not object to the Motion or the entry of this Sale Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including, without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

Approval of Asset Purchase Agreement; Binding Nature

4. The Asset Purchase Agreement and the other Transaction Documents, and all of the terms and conditions thereof, are hereby approved as set forth herein.

5. The consideration provided by the Buyer for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code, the

Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law, and the Transaction may not be avoided or rejected by any Person, or costs or damages imposed or awarded against the Buyer or any Buyer Party, under section 363(n) or any other provision of the Bankruptcy Code.

6. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to, and shall, take any and all actions necessary or appropriate to (a) consummate the Transaction, including the Sale, pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement and the other Transaction Documents and otherwise comply with the terms of this Sale Order, and (b) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their obligations as contemplated by the Asset Purchase Agreement and the other Transaction Documents, in each case without further notice to or order of this Court. The Transaction authorized herein shall be of full force and effect, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement or any other Transaction Document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Sale Order; *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

7. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any Claim(s) (whether known or unknown) against the Debtors, all holders of Interests (whether known or unknown) against, in

or on all or any portion of the Purchased Assets, all non-Debtor parties to the Assigned Contracts, the Buyer, the Buyer Parties, and all successors and assigns of the foregoing, including, without limitation, any trustee, if any, subsequently appointed in these Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of these Chapter 11 Cases, or other plan fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in the Debtors' bankruptcy cases, or any other Person.

Transfer of Assets Free and Clear of Interests; Injunction

8. Pursuant to sections 105(a), 363(b), 363(f), 365(a), 365(b), and 365(f) of the Bankruptcy Code, the Debtors are authorized and directed to transfer the Purchased Assets, including but not limited to the Assigned Contracts, to the Buyer on the Closing Date in accordance with the Asset Purchase Agreement and the other Transaction Documents. Upon the Debtors' receipt of the Purchase Price (including the Deposit) and as of the Closing Date, such transfer shall constitute a legal, valid, binding, and effective transfer of, and shall vest the Buyer with all right, title and interest to such Purchased Assets free and clear of any and all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities).

9. All such Interests (other than Permitted Liens and Assumed Liabilities) shall attach solely to the proceeds of the Sale with the same validity, priority, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto. This Sale Order shall be effective as a determination that, on and as of the Closing, all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities) have been unconditionally released, discharged, and terminated in, on, or against the Purchased Assets (but not the proceeds thereof). The provisions of this Sale Order authorizing and approving the transfer of the Purchased Assets free and clear of Interests

shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

10. Except as expressly permitted by the Asset Purchase Agreement or this Sale Order, all Persons holding Interests (other than the Permitted Liens and Assumed Liabilities) of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date are hereby forever barred, estopped, and permanently enjoined from asserting their respective Interests against the Buyer or any Buyer Party, and each of its or their respective property and assets, including, without limitation, the Purchased Assets.

11. On and after the Closing Date, the Buyer shall be authorized to execute and file such documents, and to take all other actions as may be necessary, on behalf of each holder of an Interest (other than Permitted Liens and Assumed Liabilities) to release, discharge, and terminate such Interests in, on and against the Purchased Assets (but not the proceeds thereof) as provided for herein, as such Interests may have been recorded or may otherwise exist. On and after the Closing Date, and without limiting the foregoing, the Buyer shall be authorized to file termination statements, mortgage releases or lien terminations, or any other such comparable documents in any required jurisdiction to remove any mortgage, record, notice filing, or financing statement recorded to attach, perfect, or otherwise notice any Interest that is extinguished or otherwise released pursuant to this Sale Order. This Sale Order constitutes authorization under all applicable jurisdictions and versions of the Uniform Commercial Code and other applicable law for the Buyer to file UCC and other applicable termination statements with respect to all security interests in, liens on, or other Interests (other than Permitted Liens and Assumed Liabilities) in the Purchased Assets (but not the proceeds thereof).

12. On and after the Closing, the Persons holding an Interest (other than Permitted Liens or Assumed Liabilities) shall execute such documents and take all other actions as may be reasonably necessary to release their respective Interests in the Purchased Assets (but not the proceeds thereof), as such Interests may have been recorded or otherwise filed. The Buyer may, but shall not be required to, file a certified copy of this Sale Order in any filing or recording office in any federal, state, county, or other jurisdiction in which any of the Debtors are incorporated or has real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder, and such filing or recording shall be accepted and shall be sufficient to release, discharge, and terminate any of the Interests as set forth in this Sale Order as of the Closing Date. All Persons that are in possession of any portion of the Purchased Assets on the Closing Date shall promptly surrender possession thereof to the Buyer at the Closing.

13. The transfer of the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement and Transaction Documents does not require any consents other than specifically provided for in the Asset Purchase Agreement or as provided for herein.

14. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer to the Buyer of the Purchased Assets and the Debtors' interests in the Purchased Assets acquired by the Buyer under the Asset Purchase Agreement. This Sale Order is and shall be effective as a determination that, on the Closing Date, all Interests of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date (other than Permitted Liens and Assumed Liabilities), shall have been unconditionally released, discharged, and terminated to the fullest extent permitted by applicable law, and that the conveyances described herein have been effected. This Sale Order is and shall be binding upon and govern the acts of all entities (including, without limitation, all filing

agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials) who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease. Each of the foregoing entities shall accept for filing any and all of the documents and instruments necessary and appropriate to release, discharge, and terminate any of the Interests or to otherwise consummate the Transaction contemplated by this Sale Order, the Asset Purchase Agreement, or any Transaction Document.

Assigned Contracts; Cure Payments

15. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing Date, the Debtors' assumption, assignment and transfer to the Buyer of the Assigned Contracts is hereby authorized and approved in full subject to the terms set forth below.

16. Upon and as of the Closing, the Debtors are authorized and empowered to, and shall, assume, assign, and/or transfer each of the Assigned Contracts to the Buyer free and clear of all Interests (other than Permitted Liens and Assumed Liabilities); *provided, however*, to the extent that the Buyer exercises its right under the Asset Purchase Agreement to remove any Assigned Contract from the Assumed Contracts and Leases Schedule prior to the Closing Date, such contract shall not be assumed or assigned by the Debtors, unless otherwise assumed in accordance with the Plan. The payment of the applicable Cure Payments (if any), or the reservation by the Debtors (or the Buyer on behalf of the Debtors) of an amount of cash that is equal to the lesser of (i) the amount of any cure or other compensation asserted by the applicable counterparty to such Assigned

Contract as required under section 365 of the Bankruptcy Code or (ii) the amount approved by order of this Court to reserve for such payment (such lesser amount, the "**Alleged Cure Claim**") shall, pursuant to section 365 of the Bankruptcy Code and other applicable law, (a) effect a cure, or provide adequate assurance of cure, of all defaults existing thereunder as of the Closing Date and (b) compensate, or provide adequate assurance of compensation, for any actual pecuniary loss to such non-Debtor party resulting from such default. Accordingly, on and as of the Closing Date, other than such payment or reservation, neither the Debtors nor the Buyer shall have any further liabilities or obligations to the non-Debtor parties to the Assigned Contracts with respect to, and the non-Debtor parties to the Assigned Contracts shall be forever barred, estopped and permanently enjoined from seeking, any additional amounts or claims that arose, accrued, or were incurred at any time on or prior to the Closing Date on account of the Debtors' cure or compensation obligations arising under section 365 of the Bankruptcy Code. The Buyer has provided adequate assurance of future performance under the relevant Assigned Contracts within the meaning of section 365(f) of the Bankruptcy Code, and the Buyer shall not be required, pursuant to section 365(l) of the Bankruptcy Code or otherwise, to provide any additional deposit or security with respect to any of the Assigned Contracts to the extent not previously provided by the Debtors.

17. The rights of the Buyer to modify the list of the Assigned Contracts after the date of this Sale Order subject to the terms of the Asset Purchase Agreement and any applicable deadline under the Bankruptcy Code (including confirmation of the Plan) are hereby approved. Moreover, with respect to any Non-Real Property Contracts or Real Property Leases that are not assumed and assigned to the Buyer on the Closing Date and provided such Non-Real Property Contract or Real Property Lease has not been rejected by the Debtors after the Closing Date

pursuant to section 365 of the Bankruptcy Code, upon written notice from the Buyer to the Debtors at any time after the Closing Date but before the effective date of the Plan, the Debtors are hereby authorized to take all actions reasonably necessary to assume and assign to the Buyer, pursuant to section 365 of the Bankruptcy Code, any such Non-Real Property Contract and/or Real Property Lease as set forth in such notice with the proposed Cure Payment applicable thereto, which shall be determined by this Court after notice and a hearing in the event of a dispute, satisfied in accordance with the Asset Purchase Agreement. Notwithstanding anything in this Sale Order to the contrary, on the date any such Non-Real Property Contract or Real Property Lease is assumed and assigned to the Buyer, such Non-Real Property Contract or Real Property Lease shall thereafter be deemed an Assigned Contract and a Purchased Asset for all purposes under this Sale Order, the Asset Purchase Agreement, and any other Transaction Documents.

18. To the extent any provision in any Assigned Contract assumed or assumed and assigned (as applicable) pursuant to this Sale Order (including, without limitation, any "change of control" provision) (a) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption or assignment or (b) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (i) the commencement of these Chapter 11 Cases, (ii) the insolvency or financial condition of the Debtors at any time before the closing of these Chapter 11 Cases, (iii) the Debtors' assumption or assumption and assignment (as applicable) of such Assigned Contract, or (iv) the consummation of the Transaction, then such provision shall be deemed modified so as to not entitle the non-Debtor party thereto to prohibit, restrict, or condition such assumption or assignment, to modify or terminate such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including, without limitation, any such provision that purports to allow the non-Debtor party thereto to

recapture such Assigned Contracts, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

19. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assigned Contracts have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors in and under the Assigned Contracts free and clear of any Interest (other than Permitted Liens and Assumed Liabilities), and each Assigned Contract shall be fully enforceable by the Buyer in accordance with its respective terms and conditions, except as limited or modified by the provisions of this Sale Order. Upon and as of the Closing, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and, accordingly, the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts. The Buyer shall have no liability arising or accruing under the Assigned Contracts on or prior to the Closing Date, except as otherwise expressly provided in the Asset Purchase Agreement or this Sale Order.

20. To the extent a non-Debtor party to an Assigned Contract failed to timely object to a Cure Payment in accordance with the Bidding Procedures Order, such Cure Payment shall be deemed to be finally determined and any such non-Debtor party shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Payment at any time, and such Cure Payment, when paid, shall be deemed to resolve any defaults or other breaches with

respect to any Assigned Contract to which it relates. Unless as otherwise set forth in this Sale Order or the Asset Purchase Agreement, the non-Debtor parties to the Assigned Contracts are barred from asserting against the Debtors, their estates, the Buyer and the Buyer Parties, any default or unpaid obligation allegedly arising or occurring before the Closing Date, any pecuniary loss resulting from such default, or any other obligation under the Assigned Contracts arising or incurred prior to the Closing Date, other than the applicable Cure Payments. Upon the payment of the applicable Cure Payments or the reservation of the Alleged Cure Claims, if any, the Assigned Contracts will remain in full force and effect, and no default shall exist, or be deemed to exist, under the Assigned Contracts as of the Closing Date nor shall there exist, or be deemed to exist, any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

21. Except as expressly otherwise provided in this Sale Order, the Buyer shall enjoy all of the Debtors' rights, benefits, and privileges under each such Assigned Contract as of the applicable date of assumption and assignment without the necessity to obtain any non-Debtor parties' written consent to the assumption or assignment thereof.

22. Upon payment of the Cure Payments, no default or other obligations arising prior to the Closing Date shall exist under any Assigned Contract, and each non-Debtor party is forever barred and estopped from (a) declaring a default by the Debtors or the Buyer under such Assigned Contract, (b) raising or asserting against the Debtors or the Buyer (or any Buyer Party), or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts or arising by reason of the closing of the Sale, or (c) taking any other action against the Buyer or any Buyer Party as a

result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assigned Contract, in each case, in connection with the Sale.

23. Nothing in this Sale Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtors that any agreement is an executory contract or unexpired lease under section 365 of the Bankruptcy Code. Specifically, and notwithstanding anything to the contrary, nothing in this Sale Order, the Motion, or the Cure Notices shall be construed as a determination that any of the unpatented mining claims with the Bureau of Land Management included in the Supplemental Cure Notice, are (or are related to) executory contracts or leases governed by section 365 of the Bankruptcy Code. The parties reserve all rights with respect thereto.

24. The assignment of any Assigned Contract to the Buyer shall not constitute an alteration, limitation, modification, waiver, or release of any rights, remedies and/or defenses of the Buyer with respect to any such Assigned Contract.

Additional Injunction; No Successor Liability

25. Effective upon the Closing Date and except as expressly set forth in the Asset Purchase Agreement with respect to Permitted Liens and Assumed Liabilities, all Persons are forever barred, estopped, and permanently enjoined from asserting against the Buyer or any Buyer Party any Interest of any kind or nature whatsoever such Person had, has, or may have against or in the Debtors, their estates, officers, directors, managers, shareholders, or the Purchased Assets, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) to collect or recover, (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order,

(iii) creating, perfecting, or enforcing any Interest, (iv) asserting any right of subrogation, setoff or recoupment of any kind, (v) commencing or continuing any action in any manner or place, that does not comply with or is inconsistent with the provisions of this Sale Order, other orders of this Court, the Asset Purchase Agreement, the other Transaction Documents or any other agreements or actions contemplated or taken in respect thereof, including, without limitation and for the avoidance of doubt, any action related to Talc Personal Injury Claims (as defined in the Plan (as may be amended)) or Talc Personal Injury Demands (as defined in the Plan (as may be amended)), or (vi) revoking, terminating, failing, or refusing to transfer or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets in connection with the Sale, in each case, as against the Buyer or any Buyer Party or any of its or their respective property or assets, including the Purchased Assets.

26. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Buyer as of the Closing Date.

27. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale. Each and every federal, state, and local governmental agency or department is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale set forth in the Asset Purchase Agreement.

28. Subject to the terms, conditions, and provisions of this Sale Order, all Persons are hereby forever prohibited and barred from taking any action that would adversely affect or interfere (a) with the ability of the Debtors to sell and transfer the Purchased Assets to Buyer in accordance with the terms of the Asset Purchase Agreement, any other Transaction Document and this Sale Order, and (b) with the ability of the Buyer to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Asset Purchase Agreement, any other Transaction Document and this Sale Order.

29. Notwithstanding any action taken in connection with the Transaction contemplated by the Asset Purchase Agreement or the Transaction Documents, or the operation and use of the Purchased Assets acquired from the Debtors, it shall be deemed that the Buyer (i) is not the successor of the Debtors, (ii) has not, *de facto*, or otherwise, merged with or into the Debtors, (iii) is not a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors, (iv) is not a successor employer as defined in the Code or by the U.S. National Labor Relations Board or under other applicable Law, and (v) is not liable for any acts or omissions of the Debtors in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in the Asset Purchase Agreement. Except as otherwise provided in the Asset Purchase Agreement or this Sale Order, the Buyer shall not be liable for or any of the Debtors' predecessors or Affiliates, and the Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any Liabilities of the Debtors arising prior to the Closing Date.

30. Except as expressly set forth in the Asset Purchase Agreement with respect to Permitted Liens and Assumed Liabilities, the transfer of the Purchased Assets, including, without

limitation, the assumption, assignment, and transfer of any Assigned Contract, to the Buyer shall not cause or result in, or be deemed to cause or result in, the Buyer or any Buyer Party having any liability, obligation, or responsibility for, or any Purchased Assets being subject to or being recourse for, any Interest whatsoever, whether arising under any doctrines of successor, transferee, or vicarious liability or any kind or character, including, but not limited to, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, tort, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, or regulation, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, breach of fiduciary duty, aiding or abetting breach of fiduciary duty, or otherwise, whether at law or in equity, directly or indirectly, and whether by payment or otherwise. No Buyer or Buyer Party shall be deemed to have expressly or implicitly assumed any of the Debtors' liabilities (other than a Permitted Lien or Assumed Liability expressly set forth in the Asset Purchase Agreement).

31. Except as otherwise provided herein or in the Asset Purchase Agreement, the transfer of the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement shall not result in the Buyer, the Buyer Parties, or the Purchased Assets having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any claim against the Debtors or against any insider of the Debtors or Interests (other than Permitted Liens and Assumed Liabilities).

Good Faith

32. The Transaction contemplated by this Sale Order, the Asset Purchase Agreement, and Transaction Documents is undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale and the Transaction shall not alter, affect, limit, or otherwise impair the validity of the Sale or Transaction (including the assumption, assignment, and/or transfer of the Assigned Contracts), unless such authorization and consummation are duly stayed pending such appeal. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to, and is hereby granted, the full rights, benefits, privileges, and protections of section 363(m) of the Bankruptcy Code.

Other Provisions

33. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry. The stays provided in Bankruptcy Rules 6004(h) and 6006(d) are hereby expressly waived and shall not apply. Accordingly, the Debtors are authorized and empowered to close the Sale and Transaction immediately upon entry of this Sale Order.

34. Neither the Buyer nor the Debtors shall have an obligation to close the Transaction until all conditions precedent in the Asset Purchase Agreement to each of their respective obligations to close the Transaction have been met, satisfied, or waived in accordance with the terms of the Asset Purchase Agreement.

35. Nothing in this Sale Order shall modify or waive any closing conditions or termination rights set forth in the Asset Purchase Agreement, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

36. Nothing in this Sale Order or the Asset Purchase Agreement (i) releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any Person would be subject to as the post-Closing owner or operator of the Purchased Assets after the date of entry of this Sale Order, *provided, however*, that the foregoing shall not limit, diminish or otherwise alter the Debtors' or the Buyer's defenses, claims, causes of action, or other rights under applicable non-bankruptcy law with respect to any liability that may exist to a governmental unit at such owned or operated property or (ii) authorizes the transfer or assignment of any governmental license, permit, registration, authorization, or approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Other than with respect to matters for which this Court has exclusive jurisdiction under 28 U.S.C. § 1334, nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order subject to the Debtors' and the Buyer's rights to assert in that forum or before this Court that any such laws are not in fact police or regulatory laws or that the matter should be heard by this Court.

37. Westchester Fire Insurance Company and/or certain of its Affiliates (collectively, the "**Sureties**" and each, a "**Surety**") have issued commercial surety bonds on behalf of the Debtors (collectively, the "**Existing Surety Bonds**"), which relate to certain Purchased Assets, permits and other obligations of the Debtors that will be transferred to the Buyer pursuant to the Asset Purchase Agreement. The Existing Surety Bonds were issued pursuant to certain existing

indemnity agreements and/or related agreements between the Sureties, on the one hand, and one or more of the Debtors or their non-Debtor affiliates, on the other hand (collectively, the "**Existing Indemnity Agreements**"). Nothing in this Sale Order or the Asset Purchase Agreement shall be (i) construed to authorize or permit the assumption and assignment of any Existing Surety Bond or any Existing Indemnity Agreement, or to obligate any Surety to replace any Existing Surety Bond in connection with the Transaction, (ii) deemed to provide a Surety's consent to the involuntary substitution of any principal under any Existing Surety Bond or Existing Indemnity Agreement, (iii) deemed to alter, limit, modify, release, waive or prejudice any rights, remedies and/or defenses of any Surety under any Existing Surety Bond, (iv) deemed to alter, limit, modify, prejudice, release or waive any rights of such Sureties under the Existing Indemnity Agreements, or (v) deemed to alter, limit, modify, prejudice, waive or release any rights of the Sureties in connection with the Chapter 11 Cases. Additionally, nothing in this Sale Order deems the Buyer to be a substitute principal under any Existing Surety Bond or an indemnitor under any Existing Indemnity Agreement.

38. The Buyer agrees that it shall comply with all applicable obligations imposed by governing law and continue to honor and pay in the ordinary course all obligations arising under the collective bargaining agreements with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO CLC ("**USW**") Local 7520-1 for Timmins and USW Local 7580-4 for Penhorwood/Foleyet, whether such obligations accrued or arose prior to the Closing Date, which shall include processing any pending grievances and arbitration cases and paying any arbitral awards entered in any grievance filed prior to the Closing Date; *provided* that nothing in this paragraph modifies the Debtors' obligations under the Asset Purchase Agreement.

39. From the proceeds of the Sale of the Debtors' Assets located in the state of Texas or funds otherwise maintained by the Debtors, the amount of $385,000.00 shall be reserved for by the Debtors as adequate protection for the secured post-petition claims of Harris County and Sheldon Independent School District (the "**Local Texas Tax Authorities**"). The liens of the Local Texas Tax Authorities shall attach to these funds to the same extent and with the same priority as the liens they now hold against the Assets of the Debtors. These funds shall be on the order of adequate protection and shall constitute neither the allowance of the claims of the Local Texas Tax Authorities, nor a cap on the amounts the Local Texas Tax Authorities may be entitled to receive. Furthermore, the claims and liens of the Local Texas Tax Authorities shall remain subject to any objections the Debtors or any other party would otherwise be entitled to raise as to the priority, validity or extent of such liens. The aforementioned funds may be distributed upon agreement between the Local Texas Tax Authorities and the Debtors, or by subsequent order of the Court, duly noticed to the Local Texas Tax Authorities. For the avoidance of doubt, this paragraph only applies if the claims of the Local Texas Tax Authorities are not satisfied in the ordinary course of business prior to the Closing of the Sale. Furthermore, nothing in this paragraph modifies the Debtors' or the Buyer's rights and obligations under the Asset Purchase Agreement.

40. Pursuant to section 363(f) of the Bankruptcy Code, and to the greatest extent possible under the CCAA, the transfer of the Purchased Assets shall be free and clear of any security interests in the Purchased Assets, including any liens or claims arising out of the bulk transfer laws, or under similar provisions of Canadian provincial, retail or sales tax Laws.

41. GFG Resources Inc., ("**GFG**") as lease counterparty to that certain Mining Lease and Sublease dated March 29, 2011 (the "**Mining Lease**"), raised certain informal comments to the sale process and entry of the Sale Order. In resolution of GFG's objections to entry of the Sale

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Order, GFG and Debtor Imerys Talc Canada, Inc. ("**ITC**") entered into that certain Letter Agreement, dated as of November 4, 2020 and that certain First Amendment to the Mining Lease, dated as of November 4, 2020 (the "**First Amendment**"). Pursuant to the Letter Agreement, (i) GFG has agreed to, among other things, waive any right of first refusal it may have asserted pursuant to Section 11.2 of the Mining Lease as it applies to the sale contemplated pursuant to this Sale Order and also to enter into that certain First Amendment and (ii) ITC has agreed to, among other things, pay GFG a total of $250,000 in exchange for GFG's agreement on the terms described in the Letter Agreement. The terms of the Letter Agreement and First Amendment are set forth in their entirety as Exhibit A to the *Notice of Filing of Letter Agreement and First Amendment to Mining Lease and Sublease to be Assumed and Assigned in Connection with the Proposed Sale of Substantially All of the Debtors' Assets* filed on November 11, 2020 [Docket No. 2495]. ITC's entry into the Letter Agreement and the First Amendment are hereby approved, and pursuant to the Letter Agreement, ITC is hereby authorized—and, for so long as the Asset Purchase Agreement remains in effect, directed—to pay GFG a total of $250,000, which shall be due and payable upon the earlier of (i) the Sale closing, (ii) the Debtors' emergence from the chapter 11 proceedings or (iii) December 31, 2021. The Debtors are hereby authorized to assume and assign the Mining Lease, as amended by the First Amendment, to Buyer pursuant to section 365 of the Bankruptcy Code.

42. Notwithstanding any provision to the contrary in this Sale Order or the Asset Purchase Agreement, (1) that certain Agreement between Cyprus Mines Corporation ("**Cyprus Mines**") and Johnson & Johnson dated January 6, 1989 for the purchase of stock of Windsor Minerals, Inc. by Cyprus Mines and (2) that certain Talc Supply Agreement between Windsor Minerals Inc. and Johnson & Johnson Baby Products Company, a Division of Johnson & Johnson

Consumer Products, Inc. dated January 6, 1989, shall not constitute Purchased Assets or Assigned Contracts.

43. For the avoidance of doubt, pursuant to Section 2.2(d) of the Asset Purchase Agreement "all insurance policies, including the Insurance Policies, and all rights, claims and causes of action of the Selling Entities under any insurance policy and interests in and right to insurance proceeds under any insurance policy" are Excluded Assets and shall not be included as Purchased Assets.

44. Infor (US), LLC ("**Infor**") and the Buyer have reached an agreement in principle, subject to further documentation, to resolve Infor's limited sale objection [Docket No. 2073], which agreement is expected to include a cure payment to Infor in the amount of $15,000.00 plus the payment of any then-outstanding invoices. Absent written consent of Infor and the Buyer, nothing in this Sale Order authorizes (i) an assumption and assignment of the Infor agreements, (ii) the transfer of the Infor software, or (iii) the use of the Infor software for the benefit of the Buyer or any other third party, and the parties reserve their respective rights to seek, and oppose, assumption and assignment of the Infor agreements at a later date after notice and hearing, which hearing shall occur prior to the Closing Date.

45. With respect to any Assigned Contract where the non-debtor counterparty is SunTrust Equipment Finance & Leasing Corp. or any of its affiliates, such Assigned Contract may only be assigned to a wholly-owned affiliate of Buyer ("**US OpCo**") provided that (i) US OpCo is an entity organized under the laws of a state within the United States of America and (ii) Buyer guarantees all obligations of the US OpCo arising under such Assigned Contract.

46. The failure to specifically include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it

being the intent of this Court that the Asset Purchase Agreement be authorized and approved in its entirety.

47. The Asset Purchase Agreement and the other Transaction Documents may be modified, amended, or supplemented in a written instrument signed by the parties thereto, without further notice to or order of this Court; *provided* that any such modification, amendment, or supplement (i) does not have a material adverse effect on the Debtors' estates and (ii) has been provided to the TCC, the FCR, and the U.S. Trustee at least five business days in advance of being signed.

48. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b), to, among other things, (i) interpret, implement, and enforce the terms and provisions of this Sale Order, the Asset Purchase Agreement, the Transaction Documents, and any amendments thereto and any waivers and consents given thereunder, (ii) compel delivery of the Purchased Assets to the Buyer, (iii) enforce the injunctions and limitations of liability set forth in this Sale Order, and (iv) enter any orders under sections 363 and 365 of the Bankruptcy Code with respect to the Assigned Contracts.

49. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

50. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any Person obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Transaction under the Asset Purchase Agreement at any time pursuant to the terms thereof.

51. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) these Chapter 11 Cases, (b) any subsequent chapter 7 case into which these

Chapter 11 Cases may be converted, or (c) any related proceeding subsequent to entry of this Sale Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order. To the extent of any such conflict or derogation, the terms of this Sale Order shall govern.

52. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Sale Order shall govern.

53. To the extent there are any inconsistencies between the terms of this Sale Order, on the one hand, and the Asset Purchase Agreement or any Transaction Document, on the other hand, the terms of this Sale Order shall govern.

54. The provisions of this Sale Order are non-severable and mutually dependent.

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Dated: November 17th, 2020
Wilmington, Delaware

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EXHIBIT A

Asset Purchase Agreement and Amendment

Execution Version

ASSET PURCHASE AGREEMENT

BY AND AMONG

IMERYS TALC AMERICA, INC.,

IMERYS TALC VERMONT, INC.,

IMERYS TALC CANADA INC.,

IMERYS USA INC. (SOLELY FOR THE LIMITED PURPOSES SET FORTH IN SECTIONS 7.9(b), 7.9(f) AND 7.9(g)),

IMERYS S.A. (SOLELY FOR PURPOSES OF SECTIONS 4.2(d), 4.2(e), 4.2(f), 7.15 AND 7.20)

AND

MAGRIS RESOURCES CANADA INC.

DATED AS OF OCTOBER 13, 2020

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Disclosure Schedules

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of October 13, 2020 (the "APA Effective Date") by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada Inc., a Canada corporation (each, a "Selling Entity" and collectively, the "Selling Entities"), solely for the limited purposes set forth in Sections 7.9(b), 7.9(f) and 7.9(g), Imerys USA Inc., a Delaware corporation ("Imerys USA"), solely for the purposes of Sections 4.2(d), 4.2(e), 4.2(f), 7.15 and 7.20, Imerys S.A., a French corporation ("Parent"), and Magris Resources Canada Inc., a Canada corporation (the "Buyer").

RECITALS

WHEREAS, the Selling Entities filed voluntary petitions for relief commencing cases (the "Chapter 11 Cases") under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (jointly administered under Case No. 19-10289 (LSS)) on February 13, 2019 (the "Petition Date");

WHEREAS, on February 20, 2019, Imerys Talc Canada Inc. commenced a recognition proceeding before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended) (the "Canadian Proceeding");

WHEREAS, the Buyer desires to purchase from the Selling Entities, and the Selling Entities desire to sell to the Buyer, substantially all of the Selling Entities' assets, and the Buyer desires to assume from the Selling Entities, certain specified liabilities, in each case pursuant to the terms and subject to the conditions set forth herein and in any Order of the Bankruptcy Court, and further subject to Bankruptcy Court approval in the Chapter 11 Cases and Canadian Court approval in the Canadian Proceeding; and

WHEREAS, the Board of Directors of each Selling Entity has approved and declared advisable and in the best interests of such Selling Entity and its constituencies, and the Board of Directors (or similar governing body) of the Buyer has approved, this Agreement and the transactions contemplated hereby, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. A defined term has its defined meaning throughout this Agreement and in each Exhibit and Schedule to this Agreement, regardless of whether it appears before or after the place where it is defined. As used in this Agreement, the following terms have the meanings specified below:

"Accounts Receivable" means (a) any and all accounts receivable (including overdue accounts receivable) and trade accounts owed to any Selling Entity relating to, or arising in connection with the operation and conduct of, the Business from any Third Parties and the full benefit of all security for such accounts, including all trade accounts receivable representing amounts receivable in respect of services rendered, in each case owing to any Selling Entity; provided that the foregoing does not include any return of insurance premiums, (b) all other accounts or notes receivable of any of the Selling Entities arising in the conduct of the Business and the full benefit of all security for such accounts or notes receivable arising in the conduct of the Business and (c) any and all claims, remedies or other rights relating to any of the foregoing, together with any interest or unpaid financing charges accrued thereon, in each case existing on the APA Effective Date or arising in the Ordinary Course of Business between the APA Effective Date and the Closing Date; *provided* that Accounts Receivable shall not include any amounts owed by an Affiliate of the Selling Entities to any of the Selling Entities (other than post-Petition Date trade amounts) or owed by one Selling Entity to any other Selling Entity.

"Advertising Materials" means advertising and promotional materials in any medium, including any websites that the Buyer uses in connection with the manufacture, sale, or distribution of the Products, and any signage or posters.

"Advertising Materials Transition Period" has the meaning given to such term in Section 7.15(c).

"Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person. For purposes of this definition, "control" (and any similar term) means the power of one or more Persons to direct, or cause the direction of, the affairs of another Person by reason of ownership of voting stock or by contract or otherwise.

"Affiliate Contract" means any Contract by and between any Selling Entity and Parent or any of its Subsidiaries (other than any Selling Entity).

"Agreement" has the meaning given to such term in the Preamble.

"Allocation" has the meaning given to such term in Section 2.6.

"Alternative Financing" has the meaning set forth in Section 7.18(a).

"Alternative Transaction" means (i) one or more sales, transfers, or other dispositions of all or substantially all of the Purchased Assets to any Person (or group of Persons), whether in one transaction or a series of transactions (and whether by merger, amalgamation, plan of arrangement, sale of capital stock or other equity interests or otherwise), or (ii) any recapitalization transaction, or plan of reorganization or liquidation involving all or substantially all of the Purchased Assets, in each case, other than (A) to the Buyer or an Affiliate of the Buyer or (B) sales of Inventory in the Ordinary Course of Business of the Selling Entities. Notwithstanding the foregoing, any issuance or sale of shares of capital stock of Parent shall be deemed not to be an "Alternative Transaction."

"APA Effective Date" has the meaning set forth in the preamble.

"Assigned Trademarks" means the names and trademarks, service marks, trade names, domain names and other source identifiers assigned to one or more of the Selling Entities prior to the Closing pursuant to the Trademark Assignment Agreement.

"Assumed Agreements" has the meaning given to such term in Section 2.1(d).

"Assumed Agreements and Leases Schedule" has the meaning given to such term in Section 2.5(a).

"Assumed CBAs" has the meaning given to such term in Section 7.9(g).

"Assumed Liabilities" has the meaning given to such term in Section 2.3.

"Assumed Plans" has the meaning given to such term in Section 7.9(b).

"Assumed Real Property Leases" has the meaning given to such term in Section 2.1(e).

"Assumption Agreement" means one or more Assumption and Assignment Agreements to be executed and delivered by the Buyer and the Selling Entities at the Closing, substantially in the forms set forth on Exhibit A.

"Auction" has the meaning set forth in Section 7.12.

"Avoidance Actions" means any and all preference or avoidance claims or actions that a trustee, a debtor-in-possession or other appropriate party in interest may assert on behalf of any Selling Entity or its bankruptcy estate under applicable Law, including actions arising under Chapter 5 of the Bankruptcy Code.

"Backup Bidder" has the meaning given to such term in Section 7.12(d).

"Balance Sheet Date" has the meaning set forth in Section 5.5.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*, as amended.

"Bankruptcy Court" has the meaning given to such term in the Recitals hereto.

"Bankruptcy Exceptions" has the meaning set forth in Section 5.2.

"Bidding Procedures and Sale Motion" means Debtors' Motion for Entry of Orders (i) (A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing; and (C) Approving Form and Manner of Notice Thereof, (ii) Approving Sale of Substantially All Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (iii) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (iv) Granting Related Relief filed on May 15, 2020 [Docket No. 1718].

"Bidding Procedures Order" means the Order (i) (A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially

All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (ii) Granting Related Relief, entered on June 30, 2020 [Docket No. 1950], as modified by the Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order [Docket No. 2039] and the Second Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order [Docket No. 2189].

"Bill of Sale" means one or more Bills of Sale and Assignment Agreements to be executed and delivered by each Selling Entity to the Buyer at the Closing, substantially in the forms set forth on Exhibit B.

"Books and Records" mean all records and lists relating to the Business, the Purchased Assets or the Assumed Liabilities (other than the Excluded Records), including (a) all inventory, merchandise, analysis reports, marketing reports, research and development materials and creative material, (b) all records relating to customers, suppliers or personnel (including customer lists, mailing lists, email address lists, recipient lists, personnel files and similar records relating to the Transferred Employees, sales records, correspondence with customers, customer files and account histories, supply lists and records of purchases from and correspondence with suppliers), (c) all records relating to all product, business and marketing plans and (d) all books, ledgers, files, reports, plans, drawings and operating records; provided, however, that "Books and Records" shall be limited to those in the possession of the Selling Entities.

"Break-Up Fee" means a fee payable as set forth in this Agreement in an amount equal to $3,345,000, which will have administrative expense priority under sections 503(b) and 507(a)(2) of the Bankruptcy Code.

"Business" means the business as conducted by the Selling Entities as of the date of this Agreement of mining, producing, marketing and selling talc and talc-based products.

"Business Day" means any day of the year on which banking institutions in New York, New York and in Toronto, Ontario are open to the public for conducting business and are not required or authorized to be closed.

"Business Mining Rights" has the meaning set forth in Section 5.8(c).

"Buyer" has the meaning given to such term in the Preamble hereto.

"Buyer 401(k) Plan" has the meaning set forth in Section 7.9(e).

"Buyer Benefit Plans" has the meaning set forth in Section 7.9(a).

"Buyer Expense Reimbursement" means the sum of the aggregate amount of the Buyer's reasonable documented out-of-pocket costs and expenses (including expenses of outside counsel, accountants and financial advisors) incurred by the Buyer in connection with or related to the Buyer's evaluation, consideration, analysis, negotiation, and documentation of a possible transaction with the Selling Entities or in connection with or related to the transactions contemplated by this Agreement, up to a maximum amount of $500,000.

"Buyer Field" means the business of mining, producing, marketing and selling talc and talc-based products.

"Buyer Related Parties" has the meaning set forth in Section 9.3(b)

"Canadian Bargaining Unit Employees" means all individuals who, as of the Closing Date, are employed by Imerys Talc Canada Inc. and are members of the bargaining unit defined in any applicable Collective Bargaining Agreement.

"Canada Pension Plan" means the government sponsored pension plans established under *An Act to establish a comprehensive program of old age pensions and supplementary benefits in Canada payable to and in respect of contributors, R.S.C., 1985, c. C-8*.

"Canadian Court" has the meaning given to such term in the Recitals hereto.

"Canadian Proceeding" has the meaning given to such term in the Recitals hereto.

"Cash Purchase Price" has the meaning given to such term in Section 3.1.

"CCAA" means Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended).

"Chapter 11 Cases" has the meaning given to such term in the Recitals hereto.

"CFIUS" means the Committee on Foreign Investment in the United States and each member agency thereof, acting in such capacity.

"CFIUS Approval" means any of the following: (a) a written notice issued by CFIUS that it has concluded a review or investigation of the notification provided pursuant to Section 721 of the Defense Production Act of 1950, as amended ("Section 721") with respect to the transactions contemplated by this Agreement and has terminated all action under Section 721 and has determined that there are no unresolved national security concerns with respect to the transactions contemplated by this Agreement; (b) CFIUS shall have sent a report to the President of the United States requesting the President's decision and either (i) the President has announced a decision not to take any action to suspend or prohibit the transactions contemplated by this Agreement or (ii) having received a report from CFIUS requesting the President's decision, the President has not threatened, announced or taken any action within fifteen (15) days following the date on which the President received such report from CFIUS; or (c) on the basis of a CFIUS declaration, the parties hereto shall have received written notification from CFIUS to the effect that (i) CFIUS has concluded its review and/or investigation of the transactions contemplated by this Agreement and determined there are no unresolved national security concerns related thereto, or (ii) CFIUS is not able to conclude its review and/or investigation with respect to the transactions contemplated by this Agreement, but CFIUS has not requested that the parties submit a CFIUS notice in connection with the such right, and has not initiated a unilateral CFIUS review of such right.

"CFIUS Statute" means section 721 of the Defense Production Act of 1950, as amended by the Foreign Investment Risk Review Modernization Act of 2018, as it may be further amended,

modified, supplemented or replaced from time to time, and including all applicable regulations and interim rules issued and effective thereunder.

"Claim" has the meaning given that term in the Sale Order.

"Closing" has the meaning given to such term in Section 4.1.

"Closing Allocation" has the meaning given to such term in Section 2.6(a).

"Closing Date" has the meaning given to such term in Section 4.1.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collective Bargaining Agreement" has the meaning set forth in Section 5.12(a).

"Commitment Letter" has the meaning set forth in Section 6.5.

"Company 401(k) Plan" has the meaning set forth in Section 7.9(e).

"Company Benefit Plans" has the meaning set forth in Section 5.11(a).

"Company Incentive Payments" means all payments owing to employees of the Selling Entities under the Company Incentive Plans as a result of or in connection with the transactions contemplated by this Agreement.

"Company Incentive Plans" means Company Benefit Plans under which employees of the Selling Entities are entitled to incentive payments as a result of or in connection with the transactions contemplated by this Agreement.

"Company Pension Plan" means any Company Benefit Plan (other than any Multiemployer Plan) that is (i) subject to Section 302 or Title IV of ERISA or Section 412 of the Code, or (ii) required to be registered in accordance with the PBA.

"Company Registered Intellectual Property" has the meaning set forth in Section 5.9(a).

"Competition Laws" means the HSR Act (and any similar Law enforced by any Governmental Antitrust Entity regarding pre-acquisition notifications for the purpose of competition reviews), the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and all other federal, state, foreign, multinational or supranational antitrust, competition or trade regulation statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other Laws that are designed or intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition or effectuating foreign investment.

"Condition Satisfaction" has the meaning set forth in Section 9.1(c)(iii).

"Confidentiality Agreement" means the Confidentiality Agreement, dated as of May 25, 2020 between Magris Resources Canada Inc. and the Selling Entities.

"Contract" means any lease, contract, deed, mortgage, license or other legally enforceable agreement or instrument.

"Contractors" has the meaning given to such term in Section 5.8(b).

"Contributors" has the meaning given to such term in Section 5.9(g).

"Core Contracts" has the meaning given to such term in Section 2.5(a).

"Corruption Acts" has the meaning given to such term in Section 5.22(b).

"Cure Payments" means the amount required to be paid pursuant to section 365 of the Bankruptcy Code with respect to each Assumed Agreement and/or Assumed Real Property Lease to cure all defaults under such Assumed Agreement and/or Assumed Real Property Lease as required by any Order of the Bankruptcy Court (as recognized by the Canadian Court in respect of Canadian Assumed Agreements and/or Canadian Assumed Real Property Leases) authorizing assumption and assignment of such Contract.

"Current Representation" has the meaning given to such term in Section 10.18(a).

"D&O Claims" has the meaning given to such term in Section 2.2(c).

"Debt Financing Sources" means the Persons that have committed to provide or have otherwise entered into agreements to provide any part of the Financing and any joinder agreements, indentures, credit agreements or other definitive agreements entered into pursuant thereto or relating thereto, and any arrangers, placement agents or administrative agents in connection with the Financing, together with their current and future Affiliates and their and such Affiliates', officers, directors, employees, attorneys, partners (general or limited), controlling parties, advisors, members, managers, accountants, consultants, agents, representatives and funding sources of each of the foregoing, and their successors and assigns.

"Debt Documents" has the meaning set forth in Section 7.18(a).

"Deposit" has the meaning given to such term in Section 3.2.

"Deed" means one or more Deeds to be executed and delivered by each Selling Entity to the Buyer at the Closing, substantially in the form of Exhibit F.

"Designated Person" has the meaning given to such term in Section 10.18(a).

"Designation Deadline" has the meaning given to such term in Section 2.5(a).

"Enforcement Costs" has the meaning given to such term in Section 9.3(b).

"Environment" means the natural environment (including soil, land surface or subsurface strata, surface waters, groundwater, sediment, indoor and ambient air (including all layers of the

atmosphere)), organic and inorganic matter and living organisms, and any other environmental medium or natural resource and all sewer systems.

"Environmental Costs and Liabilities" means all Liabilities, responsibilities, response, remedial and removal costs, rehabilitation, reclamation, or closure costs, investigation costs, capital costs, operation and maintenance costs, losses, damages, punitive damages, property damages, consequential damages, treble damages, costs and expenses, fines, penalties and sanctions, in each case at any time incurred or sustained by operation of law or as a result of or related to any claim, suit, action, administrative order, investigation, proceeding or demand at any time by any person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law, in connection with any matter, event, circumstance, condition or fact occurring or existing before the Closing Date and arising under or related to the Environment, any Environmental Law or Environmental Permit (including any Release or threatened Release or presence of a Hazardous Material), in each case, whether at any Real Property, other currently or formerly owned, leased, or operated mine or facility, or otherwise.

"Environmental Law" means all Laws relating to pollution, human health or safety, harmful or deleterious substances or products, indoor or outdoor air quality, Hazardous Materials, or the protection of the Environment, as well as all Environmental Permits.

"Environmental Services Agreement" means a definitive services agreement in form and substance reasonably acceptable to the Buyer and the Selling Entities and containing the terms and conditions set forth on Exhibit J.

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

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

"Escrow Account" has the meaning given to such term in Section 3.2.

"Escrow Agent" has the meaning given to such term in Section 3.2.

"Escrow Agreement" has the meaning given to such term in Section 3.2.

"ETA" means the *Excise Tax Act* (Canada), as amended from time to time.

"ETA Tax" means the taxes imposed under Part IX of the ETA and sales or value-added tax legislation enacted by Canadian provinces.

"Excluded Assets" has the meaning given to such term in Section 2.2.

"Excluded Liabilities" has the meaning given to such term in Section 2.4.

"Excluded Records" means (i) all legal files and records of the Selling Entities, including minute books and other corporate books and records relating to their organization and existence, (ii) all Tax Returns of or including the Selling Entities and any workpapers or other records prepared in connection therewith, (iii) all employee files of the Selling Entities (other than files of the Transferred Employees that are permitted to be transferred pursuant to applicable Law), (iv) all records of the Selling Entities relating to the sale of the Purchased Assets, including competing bids, (v) all records of the Selling Entities relating to any Talc Personal Injury Claim or Excluded Talc Causes of Action, (vi) all records containing privileged communications or otherwise subject to attorney-client or any other privilege or documents that the Selling Entities are not permitted to transfer pursuant to any contractual confidentiality obligation owed to any Third Party, (vii) all "personally identifiable information" as defined under the Bankruptcy Code, and (viii) all other books and records of the Selling Entities relating to any Excluded Assets or Excluded Liabilities or expressly excluded from the Purchased Assets pursuant to Section 2.2.

"Excluded Talc Causes of Action" means any cause of action attributable to: (i) all defenses of the Selling Entities to any Talc Personal Injury Claim, including all defenses under section 502 of the Bankruptcy Code, (ii) with respect to any Talc Personal Injury Claim, all rights of setoff, recoupment, contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) and any other indirect claim of any kind whatsoever, whenever and wherever arising or asserted of the Selling Entities, including the J&J Indemnity Rights, (iii) any other claims or rights with respect to Talc Personal Injury Claims that the Selling Entities would have had under applicable law if the Chapter 11 Cases had not occurred and the holder of such Talc Personal Injury Claim had asserted it by initiating civil litigation against any such Selling Entity, and (iv) any claim, cause of action, or right of the Selling Entities or any of them, under the laws of any jurisdiction, for reimbursement, indemnity, contribution, breach of contract, or otherwise arising from or relating to any payments made by the Selling Entities on account of Talc Personal Injury Claims prior to the Petition Date.

"Excluded Website" has the meaning given to such term in Section 2.2(l).

"Facilities" means all real property, buildings, structures, improvements and fixtures to which a Selling Entity has rights to use, occupy or otherwise hold in connection with the Business (whether such rights are ownership, leasehold, subleasehold or otherwise).

"Final Order" means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction, including the Canadian Court) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Cases (or the docket of such other court) that has not been modified, amended, reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (ii) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure;

provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedures, may be filed relating to such order, shall not cause an order not to be a Final Order.

"Financial Advisor" has the meaning set forth in Section 5.17.

"Financial Statements" has the meaning set forth in Section 5.5.

"Financing" has the meaning set forth in Section 6.5.

"Financing Purposes" has the meaning set forth in Section 6.5.

"GAAP" means generally accepted accounting principles in the United States, consistently applied.

"Governmental Antitrust Entity" means any Governmental Body with regulatory jurisdiction over enforcement of any applicable Competition Law.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, European Union, multi-national or other supra-national, national, federal, provincial, regional, municipal, state or local or any agency, instrumentality, authority, department, commission, board or bureau thereof, or any court, arbitrator, arbitration panel or similar judicial body.

"Hazardous Material(s)" means any substance, material or waste that is regulated by any Governmental Body pursuant to Environmental Laws, including petroleum and its derivatives and by-products, asbestos, polychlorinated biphenyls, and any material, waste or substance that is defined as a "hazardous waste," "hazardous substance," "hazardous material," "restricted hazardous waste," "industrial waste," "solid waste," "contaminant," "pollutant," "toxic waste" or "toxic substance" or using words of similar import under any provision of Environmental Law.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Imerys USA" has the meaning given to such term in the Preamble hereto.

"Indebtedness" means (i) any indebtedness of any Selling Entity for money borrowed, (ii) any indebtedness of the Selling Entities evidenced by a note, bond, debenture or other similar instrument or debt security, (iii) all accrued and unpaid interest, premiums, penalties and other fees and expenses (if any) relating to indebtedness that is referred to in clauses (i) and (ii) above, (iv) any indebtedness of a Person of a type that is referred to in clauses (i) through (iii) above and which is guaranteed by the Selling Entities, (v) all obligations in respect of letters of credit, bankers' acceptances and similar facilities issued for the account of the Selling Entities (but solely to the extent drawn and not paid), and (vi) all obligations of any Selling Entity as lessee under finance or capital leases in accordance with GAAP as applied in the Financial Statements. Notwithstanding the foregoing, Indebtedness does not include indebtedness of the categories described in immediately foregoing clause (i) through (vi) due to or from any Selling Entity to any other Selling Entity.

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

"Insurance Policies" has the meaning set forth in Section 5.18.

"Intellectual Property" means all intellectual property and other proprietary rights existing anywhere in the world including any of the following: (i) patents and patent applications, including continuations, divisionals, continuations-in-part, reissues or reexaminations and patents issuing thereon (collectively, "Patents"), (ii) trademarks, service marks, trade dress, logos, corporate names, social media account names, trade names and Internet domain names, together with the goodwill associated with any of the foregoing, and all applications and registrations therefor (collectively, "Marks"), (iii) copyrights and registrations and applications therefor, works of authorship and moral rights (collectively, "Copyrights"), (iv) software, and (v) trade secrets, discoveries, concepts, ideas, research and development, algorithms, know-how, formulae, inventions (whether or not patentable), processes, techniques, technical data, designs, drawings, specifications, databases, and customer lists, in each case excluding any rights in respect of any of the foregoing in clause (v) that comprise of Patents or are protected by Laws relating to Patents (collectively, "Trade Secrets").

"Interests" has the meaning given that term in the Sale Order.

"Inventory" means all inventory (including raw materials, component parts, products in-process and finished products) owned by any of the Selling Entities, whether in transit to or from the Selling Entities and whether in the Selling Entities' warehouses, distribution facilities, held by any third parties or otherwise.

"Investment Canada Act" means the Investment Canada Act (Canada), and the rules and regulations promulgated thereunder.

"IP Assignment Agreement" means one or more Intellectual Property Assignment Agreements to be executed and delivered by the Selling Entities to the Buyer at the Closing, substantially in the form of Exhibit C.

"IP License Agreement" means the Patent License Agreement to be executed and delivered by Parent to the Buyer at the Closing, substantially in the form set forth on Exhibit H.

"IRS" means the United States Internal Revenue Service.

"ITC Benefit Plans" has the meaning set forth in Section 5.11(a).

"ITC Inactive Employees" means all individuals who, as of the Closing Date, are employed by Imerys Talc Canada Inc., but are not Canadian Bargaining Unit Employees and are not actively employed on the Closing Date, including due to furlough, layoff, leave of absence, or short-term disability.

"J&J" means Johnson & Johnson, Johnson & Johnson Baby Products Company, Johnson & Johnson Consumer Companies, Inc., Johnson & Johnson Consumer Inc., Johnson & Johnson Consumer Products, Inc., and each of their past and present parents, subsidiaries and Affiliates, direct and indirect equity holders, and the successors and assigns of each, excluding the Selling Entities and Parent or any of its other Subsidiaries.

"J&J Indemnity Rights" means any and all indemnity rights of the Selling Entities, the Protected Parties (as that term is defined in the Plan), and the Imerys Non-Debtors (as that term is defined in the Plan) against J&J for Talc Personal Injury Claims, including, without limitation, pursuant to: (i) that certain Agreement, between Cyprus Mines Corporation and Johnson & Johnson, dated as of January 6, 1989; (ii) that certain Talc Supply Agreement, between Windsor Minerals Inc. and Johnson & Johnson Baby Products Company, a division of Johnson & Johnson Consumer Products, Inc., dated as of January 6, 1989; (iii) that certain Supply Agreement between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of April 15, 2001; (iv) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2010; (v) that certain Material Purchase Agreement, between Johnson & Johnson Consumer Companies, Inc. and Luzenac America, Inc., dated as of January 1, 2011; and/or (vi) any other applicable agreement, order or law.

"Knowledge of Seller" means, as to a particular matter, the actual knowledge of the following Persons: Giorgio La Motta, Anthony Wilson and Matthias Reisinger, in each case after reasonable inquiry of employees of the Selling Entities with job duties in the applicable subject matter.

"Latham & Watkins" has the meaning given to such term in Section 10.18(a).

"Law" means any law, common law, statute, code, ordinance, rule, directive, decree, regulation or Order, of any Governmental Body.

"Leased Real Property" means the real property set forth on Schedule 5.8(a).

"Legal Proceeding(s)" means any judicial, administrative or arbitral actions, suits or other proceedings (public or private) by or before a Governmental Body.

"Lender" has the meaning set forth in Section 6.5.

"Liability" means any Claim, debt (as defined in section 101(12) of the Bankruptcy Code), liability or obligation (whether known or unknown, direct or indirect, absolute or contingent, asserted or unasserted, due or to become due, whether determined or determinable, accrued or unaccrued or liquidated or unliquidated), including any liability for Taxes, product liability or infringement liability.

"Licensed Intellectual Property" means all Intellectual Property licensed to the Selling Entities pursuant to the Assumed Agreements, excluding any rights in and to any Parent Marks or the Excluded Website.

"Lien" has the meaning given that term in the Sale Order.

"Material Adverse Effect" means any event, condition, circumstance, development, occurrence, change or effect that, individually or in the aggregate with all other events, conditions, circumstances, developments, occurrences, changes and effects, that results in, or would reasonably be expected to result in, (a) a material adverse effect upon the ability of the Selling Entities to consummate the transactions contemplated by this Agreement, or to perform their respective obligations hereunder, or (b) a material adverse effect on the condition (financial or otherwise) of the Business, the Purchased Assets or the Assumed Liabilities, taken as a whole, except, in each case, for any such events, conditions, circumstances, developments, occurrences, changes or effects (or the results thereof) resulting from or attributable to: (i) the announcement of this Agreement or the pendency of the transactions contemplated hereby, (ii) the negotiation, execution or performance of this Agreement or the consummation of the transactions contemplated hereby, (iii) changes in Law or interpretations thereof by any Governmental Body, (iv) changes in GAAP or generally accepted accounting principles in other jurisdictions, (v) changes in general economic conditions, currency exchange rates or United States or international debt or equity markets, (vi) events or conditions generally affecting the industry or markets in which the Selling Entities operate, (vii) national or international political or social conditions or any national or international hostilities, acts of terror or acts of war, (viii) the identity of the Buyer or any action taken or proposed to be taken by the Buyer or any of its Affiliates, (ix) global health conditions (including any epidemic, pandemic, or disease outbreak (including the COVID-19 virus)), (x) actions or omissions taken or not taken by or on behalf of the Selling Entities in compliance with an Order from the Bankruptcy Court or the Canadian Court (or any other Governmental Bodies of competent jurisdiction in connection with the Chapter 11 Cases or the Canadian Proceeding), (xi) events, changes or circumstances arising from or caused by the announcement of this Agreement or the commencement or continuation of the Chapter 11 Cases or the Canadian Proceeding or the events, changes or circumstances that substantially contributed to, or resulted in, the commencement of such proceedings, (xii) any failure to meet any projections, budgets, forecasts, estimates, plans, predictions, performance metrics or operating statistics, (xiii) any action taken (or omitted to be taken) at the request or with the consent of the Buyer or any of its Affiliates, (xiv) any action taken (or not taken) by the Selling Entities or any of their Affiliates or Representatives that is required, expressly contemplated or permitted to be taken (or not taken) pursuant to this Agreement, or (xv) any matter disclosed on the Schedules; provided, however, that, in the case of clauses (iii) through (vii), such events, changes, conditions, circumstances, developments or effects shall be taken into account in determining whether any such material adverse effect has occurred to the extent that any such events, changes, conditions, circumstances, developments or effects have a material and disproportionate adverse effect on the Business, the

Purchased Assets and the Assumed Liabilities, taken as a whole, as compared to other similarly situated businesses.

"Material Contract" has the meaning given to such term in Section 5.10(a).

"Mineral Rights" means an interest in minerals, regardless of character, whether fugacious or nonfugacious, organic or inorganic, that is created by grant or reservation, regardless of form, whether a fee or lesser interest, mineral, royalty, or leasehold, absolute or fractional, corporeal or incorporeal, and includes express or implied appurtenant surface rights.

"Money Laundering Laws" has the meaning given to such term in Section 5.23.

"Multiemployer Plan" has the meaning set forth in Section 4001(a)(3) of ERISA.

"Non-Real Property Contract" means the Contracts to which any Selling Entity is a party, other than the Real Property Leases or Affiliate Contracts

"Notice of Investment" means the notice of investment in the form prescribed under the Investment Canada Act, R.S.C., 1985, c. 28 (1st Supp.).

"Order" means any order, writ, judgment, injunction, decree, rule, ruling, directive, determination or award made, issued or entered by or with any Governmental Body of competent jurisdiction, whether preliminary, interlocutory or final.

"Ordinary Course of Business" means the operation of the Business in the usual and ordinary course of operations consistent with past practice, taking into account in each case the fact that the Chapter 11 Cases and the Canadian Proceeding have commenced, the fact that the Business will be operated while in bankruptcy, and the fact that the operation of the Business may require additional financing after the date hereof.

"Outside Backup Date" has the meaning given to such term in Section 7.12(d).

"Outside Date" means April 13, 2021.

"Owned Real Property" means the real property set forth on Schedule 5.8(b).

"Packaging Transition Period" has the meaning given to such term in Section 7.15(b)(ii).

"Parent" has the meaning given to such term in the Preamble.

"Parent Marks" has the meaning given to such term in Section 2.2(m).

"Parent-Buyer Agreements" has the meaning given to such term in Section 7.20.

"PBA" means the Pension Benefits Act (Ontario), as amended from time to time, and the regulations promulgated and rulings issued thereunder, as amended, supplemented or substituted therefor from time to time, and all other analogous minimum pension standards legislation of provincial or federal jurisdiction in Canada, as applicable.

"Permits" means all franchises, permits, certificates, clearances, approvals, consents, registrations, certificates of occupancy, variances, licenses and authorizations of or with any Governmental Body held, used by, or made by, any of the Selling Entities in connection with the ownership or operation of the Business, the Purchased Assets or the performance of the Assumed Liabilities.

"Permitted Liens" means: (i) Liens for Taxes not yet due and payable, (ii) easements, rights of way, servitudes, Permits, surface leases, sub-surface leases, grazing rights, logging rights, ponds, lakes, waterways, canals, ditches, reservoirs, equipment, pipelines, utility lines, railways, streets, roads, structures, restrictive covenants, encroachments, encumbrances to title to real property and other non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets that do not, individually or in the aggregate, materially and adversely interfere with the ordinary use or occupancy of such Owned Real Property or Leased Real Property as it relates to the operation of the Business, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law, (iv) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business that are not yet due or delinquent, (v) licenses granted in the Ordinary Course of Business on a non-exclusive basis, (vi) Liens set forth on Schedule 1.1(c) and Section 5.10(a)(vi)(D), (vii) Assumed Liabilities, (viii) Liens that will be released by the Sale Order; (ix) any claim or right, title or jurisdiction that may be made or established by an aboriginals by virtue of their status as aboriginal peoples to or over any lands, waters or products harvested therefrom, (x) immaterial defects or irregularities of title, (xi) such other Liens or title exceptions as the Buyer may approve in writing in its sole discretion, (xii) to the extent included in the Purchased Assets, deposits securing the performance of obligations under Assumed Agreements or Assumed Real Property Leases, (xiii) statutory liens creating a security interest in favor of landlords with respect to property of the Selling Entities that do not interfere with the current use of such Leased Real Property by the Selling Entities in any material respect, (xiv) purchase money Liens and Liens securing rental payments under capital lease arrangements or title of a lessor under a capital or operating lease, (xv) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the Ordinary Course of Business, and (xvi) Liens or other encumbrances affecting the landlord's or ground lessor's underlying interest in any of the Real Property Leases and/or the underlying interests in land leased under any Real Property Lease from time to time, provided that such Liens do not interfere with the current use of such real property subject thereto by the Selling Entities in any material respect.

"Person" means any individual, corporation, partnership, limited partnership, limited liability company, trust or other organization or entity or Governmental Body. References to any Person include such Person's successors and permitted assigns.

"Petition Date" has the meaning given to such term in the Recitals hereto.

"Plan" means the *Second Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, filed on October 5, 2020 [Docket No. 2289], as may be amended, supplemented, or modified from time to time.

"Post-Closing Covenants" means those covenants and agreements contained herein that by their terms apply, or that are to be performed in whole or in part, after the Closing, and including

for the avoidance of doubts, the covenants and agreements of the Buyer contained in Section 7.18(b) and Section 9.3.

"Post-Closing Tax Period" means any Tax period beginning after the Closing Date and that portion of a Straddle Period beginning after the Closing Date.

"Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on the Closing Date.

"Product Packaging" means (i) the primary packaging in which Products are packaged (e.g., bags with labels), (ii) the secondary packaging in which Products are packaged (e.g., boxes containing bags) and (iii) any leaflets contained inside or supplied with the secondary packaging.

"Product Packaging License" has the meaning given to such term in Section 7.15(b)(i).

"Products" means any products or services sold by or through the Buyer Field by Buyer.

"Property Taxes" means all real property Taxes, personal property Taxes and similar ad valorem Taxes.

"PTO" has the meaning given to such term in Section 2.3(d).

"Purchase Price" has the meaning given to such term in Section 3.1.

"Purchased Assets" has the meaning given to such term in Section 2.1.

"Quebec Pension Plan" means the government sponsored pension plans established under the Act Respecting the Québec Pension Plan, R.S.Q. c. R-9.

"Real Property" means the Owned Real Property and the Leased Real Property.

"Real Property Leases" means all leases, subleases and other occupancy Contracts with respect to real property to which any Selling Entity is a party as a tenant or occupant.

"Recognition Order" means the Order of the Canadian Court entered in the Canadian Proceeding recognizing the Sale Order.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal or leaching, pouring, emptying, escaping, migrating, dumping, placing, discarding or abandoning into, through, under, to, or from the Environment.

"Released Claims" has the meaning given it such term in Section 10.8(b).

"Released Parties" has the meaning given to such term in Section 10.8(b).

"Releasors" has the meaning given to such term in Section 10.8(b).

"Remedial Action(s)" means all actions to (i) clean up, remove, treat, store, manage or in any other way address any Hazardous Material or perform any reclamation, (ii) prevent the Release

of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor Environment, (iii) perform pre-remedial or pre-reclamation studies and investigations or post-remedial or post-reclamation monitoring and care and (iv) correct a condition of noncompliance with Environmental Laws.

"Representatives" means, with respect to a particular Person, any director, officer, manager, employee or other authorized representative of such Person or its Subsidiaries, including such Person's attorneys, accountants, financial advisors and operational advisors.

"Retained Benefit Plans" has the meaning set forth in Section 7.9(b).

"Sale Hearing" means the hearing at which the Bankruptcy Court considers approval of the Sale Order.

"Sale Order" means an Order of the Bankruptcy Court approving and authorizing the sale of the Purchased Assets to, and the assumption of the Assumed Liabilities by, the Buyer substantially in the form set forth on Exhibit L, and otherwise in form and substance satisfactory to the Buyer and the Selling Entities, acting reasonably.

"Senior Management Team" means Giorgio La Motta, Anthony Wilson and Matthias Reisinger.

"Schedules" has the meaning given to such term in the Preamble to Article V.

"Seller Intellectual Property" means all Intellectual Property owned by any of the Selling Entities, excluding any rights in and to the Parent Marks. "Seller Intellectual Property" shall be deemed to include the Assigned Trademarks.

"Sellers Related Parties" has the meaning given to such term in Section 9.3(b).

"Selling Entities" has the meaning set forth in the Preamble hereto.

"Selling Entity Credit Obligations" has the meaning set forth in Section 7.14(a).

"Service Provider" has the meaning set forth in Section 5.11(a).

"Stalking Horse Order" means an Order of the Bankruptcy Court approving and authorizing, among other matters, the treatment and payment of the Break-Up Fee and the Buyer Expense Reimbursement in accordance with this Agreement, substantially in the form set forth on Exhibit K, and otherwise in form and substance satisfactory to the Buyer and the Selling Entities, acting reasonably.

"Straddle Period" means any Tax period beginning before or on the Closing Date and ending after the Closing Date.

"Stikeman Elliot" has the meaning given to such term in Section 10.18(a).

"Subsidiary" means, with respect to any Person, (i) any corporation or similar entity of which at least 50% of the securities or interests having, by their terms, ordinary voting power to elect members of the board of directors, or other persons performing similar functions with respect to such corporation or similar entity, is held, unless specifically noted otherwise, directly or indirectly by such Person and (ii) any partnership, limited liability company or similar entity of which (A) such Person is a general partner or managing member or (B) such Person possesses, unless specifically noted otherwise, directly or indirectly, a 50% or greater interest in the total capitalization or total income of such partnership, limited liability company or similar entity.

"Successful Bidder" means the bidder who shall have submitted the highest or otherwise best bid at the conclusion of the Auction in accordance with the Bidding Procedures Order.

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

doubt, the term "Talc Personal Injury Claim" includes, without limitation (1) all claims, debts, obligations, or liabilities for compensatory damages (such as, without limitation, loss of consortium, medical monitoring, personal or bodily injury, wrongful death, survivorship, proximate, consequential, general, and special damages) and punitive damages; and (2) Indirect Talc Personal Injury Claims. Notwithstanding the foregoing, Talc Personal Injury Claims do not include any claim that a Settling Talc Insurance Company (as that term is defined in the Plan) may have against its reinsurers and/or retrocessionaires in their capacities as such, and nothing in the Plan, the Plan Documents (as that term is defined in the Plan), or the Confirmation Order (as that term is defined in the Plan) shall impair or otherwise affect the ability of a Settling Talc Insurance Company to assert any such claim against its reinsurers and/or retrocessionaires in their capacities as such.

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

"Tax" means (i) all foreign, federal, state, provincial or local taxes, charges, fees, imposts, levies or other assessments imposed by a Governmental Body in any jurisdiction, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, capital gains, recapture, license, withholding, payroll, employment, social security, employment insurance, Canada Pension Plan, Quebec Pension Plan, unemployment, excise, severance, stamp, occupation, property and other taxes, customs duties, fees, assessments and charges of any kind whatsoever, (ii) all ETA Tax, and (iii) all interest, penalties, fines, additions to tax or additional amounts imposed by a Governmental Body in connection with any item described in clause (i).

"Tax Act" means the Income Tax Act (Canada) and the regulations thereunder, as amended from time to time.

"Tax Return" means all returns, declarations, reports, elections, estimates, information returns and statements filed or required to be filed in respect of any Taxes and any schedules or attachments thereto.

"Termination Fee" has the meaning given to such term in Section 9.3(a).

"Termination Payment Amount" has the meaning given to such term in Section 9.3(a).

"Third Party" means any Person except the Selling Entities, the Buyer or any of their respective Affiliates.

"Trademark Assignment Agreement" has the meaning given to such term in Section 7.15(i).

"Trademark License Agreement" means the Transitional Trademark License Agreement to be executed and delivered by Parent to the Buyer at the Closing, substantially in the form set forth on Exhibit I.

"Transaction Documents" means this Agreement, the Assumption Agreement, the Bill of Sale, the IP Assignment Agreement, the Trademark License Agreement, the IP License Agreement, the Transition Services Agreement, the Deed, the Environmental Services Agreement and any other Contract or document to be entered into by the parties hereto, as applicable, at or in furtherance of the Closing.

"Transferred Employees" has the meaning given to such term in Section 7.9(a).

"Transition Services Agreement" means the Transition Services Agreement to be executed and delivered by the Buyer and Parent at the Closing, substantially in the form set forth on Exhibit E, with Appendix A to the Transition Services Agreement to be negotiated in good faith between the date hereof and the Closing Date by the Buyer, the Selling Entities and Parent to reflect the agreed scope of transition services and the fees payable in respect thereof.

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

"U.S. Benefit Plan" has the meaning given to such term in Section 5.11(a).

"VDR" has the meaning given to such term in Section 5.8(c)(viii).

1.2 Construction. The terms "hereby," "hereto," "hereunder" and any similar terms as used in this Agreement refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. The terms "including," "includes" or similar terms when used herein shall mean "including, without limitation." The meaning of defined terms shall be equally applicable to the singular and plural forms of the defined terms, and the masculine gender shall include the feminine and neuter genders, and vice versa, unless expressly indicated otherwise. Any reference to any federal, state, provincial, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Any reference herein to "days" shall mean calendar days, unless Business Days are expressly specified. The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilized in the construction or interpretation of this Agreement. Unless otherwise indicated, references to (a) Articles, Sections, Schedules and Exhibits refer to Articles, Sections, Schedules and Exhibits of and to this Agreement and (b) references to $ (dollars) are to United States Dollars. The word "or" when used in this Agreement is not meant to be exclusive unless expressly indicated otherwise.

1.3 Incorporation of Recitals. The Recitals set forth herein are incorporated into the Agreement by reference as an agreement among the parties hereto.

ARTICLE II
PURCHASE AND SALE

2.1 Purchase and Sale of Assets. Upon the terms and subject to the entry of the Sale Order and the Recognition Order and the satisfaction of the conditions contained in this Agreement, at the Closing, the Selling Entities shall sell, assign, convey, transfer and deliver to the Buyer, and the Buyer shall, in consideration of the Buyer's payment of the Purchase Price, purchase and acquire from the Selling Entities, all of the Selling Entities' right, title and interest, free and clear of all Interests (other than Permitted Liens and Assumed Liabilities), in and to all of the properties, rights, interests and other tangible and intangible assets of the Selling Entities (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP) relating to the Business (collectively, the "Purchased Assets"), including any assets acquired by the Selling Entities after the date of this Agreement but prior to the Closing relating to the Business; provided, however, that the Purchased Assets shall not include any Excluded Assets. Without limiting the generality of the foregoing, the Purchased Assets shall include all of the Selling Entities' right, title and interest in and to the following (except to the extent listed or otherwise included as an Excluded Asset):

(a) all Accounts Receivable of the Selling Entities as of the Closing;

(b) all Inventory, supplies, materials and spare parts of the Selling Entities as of the Closing (including all rights of the Selling Entities to receive such Inventory, supplies, materials and spare parts that are on order) and all open purchase orders with suppliers;

(c) without duplication of the above, all advances, prepaid assets (excluding prepaid Taxes of the Selling Entities), security and other deposits, prepayments and other current assets relating to the Business or the Purchased Assets, the Assumed Agreements and the Assumed Real Property Leases, in each case of the Selling Entities as of the Closing (but excluding all prepaid assets relating to Contracts that are not Assumed Agreements or Assumed Real Property Leases as of the Closing and all interests in any insurance policies, including the Insurance Policies);

(d) subject to Section 2.5 and to the extent that they may be assumed and assigned pursuant to sections 363 and 365 of the Bankruptcy Code or section 11.3 of the CCAA, as applicable, all Non-Real Property Contracts to which any Selling Entity is a party, including Contracts related to Seller Intellectual Property, Licensed Intellectual Property and Assumed Plans and, to the extent required by Law, all Collective Bargaining Agreements (the "Assumed Agreements");

(e) all Owned Real Property, Leased Real Property under the Assumed Real Property Leases (defined below) and all other rights-of-way, surface leases, surface use agreements, easements, real property interests, real rights, licenses, servitudes, Permits and privileges owned or held for use by the Selling Entities and constituting real property or a real property interest, together with the rights, tenements, appurtenant rights and privileges relating thereto;

(f) all Real Property Leases that have been assumed by and assigned to the Buyer pursuant to Section 2.5, other than Affiliate Contracts (the "Assumed Real Property Leases");

(g) all Seller Intellectual Property and all of the Selling Entities' rights in the proprietary rights agreements with Contributors referred to in Section 5.9(g);

(h) all purchase orders of the Selling Entities with customers and suppliers;

(i) all items of machinery, equipment, supplies, furniture, fixtures, leasehold improvements (to the extent of the Selling Entities' rights to any leasehold improvements under the Assumed Real Property Leases) and other tangible personal property and fixed assets owned by the Selling Entities as of the Closing;

(j) all Books and Records;

(k) all claims of the Selling Entities as of the Closing against Persons other than Parent and its Subsidiaries (regardless of whether or not such claims and causes of action have been asserted by the Selling Entities) and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, in each case, possessed by the Selling Entities as of the Closing (regardless of whether such rights are currently exercisable) solely to the extent related to the Purchased Assets or the Assumed Liabilities, including, the Avoidance Actions, but excluding, in each case, claims and causes of action to the extent related to Excluded Assets (including, without limitation, D&O Claims, J&J Indemnity Rights and rights to insurance proceeds under any insurance policies, including the Insurance Policies (subject to Section 7.2(c))) or Excluded Liabilities;

(l) all goodwill of the Selling Entities associated with the Business or the Purchased Assets, including all goodwill associated with the Seller Intellectual Property;

(m) all Permits of the Selling Entities, to the extent assignable from Governmental Bodies and the rights to all data and records of the Selling Entities held by such Governmental Bodies related to the Permits;

(n) any rights, demands, claims, credits, allowances, rebates (including any vendor or supplier rebates), or rights of setoff (other than against the Selling Entities or Affiliates thereof) arising out of or relating to any of the Purchased Assets as of the Closing (but excluding all interests in any insurance policies);

(o) all Mineral Rights held in the name of or for the benefit of the Selling Entities as of the APA Effective Date; and

(p) the Assumed Plans and any assets that are set aside, whether or not in trust, with respect to any Assumed Plan and all trust agreements, insurance contracts, administrative service agreements and investment management agreements related to the funding and administration of the Assumed Plans, which for the avoidance of doubt will all be Assumed Agreements.

2.2 Excluded Assets. Notwithstanding any provision herein to the contrary, the Purchased Assets shall not include any of the following (collectively, the "Excluded Assets"):

(a) all cash, cash equivalents, bank or other deposits or similar items and bank and deposit accounts of the Selling Entities as of the Closing;

(b) the Selling Entities' rights under this Agreement and the other Transaction Documents, and all consideration payable or deliverable to the Selling Entities pursuant to the terms and provisions hereof or thereof;

(c) all rights, claims and causes of action of the Selling Entities against any current or former directors, officers, members, partners, shareholders, managers, advisors or other professionals of such Selling Entity, except for any such rights, claims and causes of action against any director or officer arising as a result of an event or events occurring prior to the Closing Date of any Selling Entity who is a Transferred Employee ("D&O Claims");

(d) all insurance policies, including the Insurance Policies, and all rights, claims and causes of action of the Selling Entities under any insurance policy and interests in and right to insurance proceeds under any insurance policy;

(e) any prepaid Tax, Tax receivable (including any receivable or right to payment under any Tax sharing, allocation or indemnity agreement), Tax refund, Tax attribute or Tax credit of a Selling Entity;

(f) all Excluded Records;

(g) all Contracts of any Selling Entities relating to Indebtedness;

(h) all Contracts, together with all prepaid assets and deposits relating to such Contracts, of any Selling Entities, other than the Assumed Agreements and the Assumed Real Property Leases;

(i) all J&J Indemnity Rights;

(j) all rights, claims, defenses and causes of action of the Selling Entities against Persons, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (subject to Section 7.2(c)), of the Selling Entities (regardless of whether such rights are currently exercisable), in each case, to the extent solely related to any Excluded Assets or Excluded Liabilities, including the Excluded Talc Causes of Actions;

(k) any shares of capital stock or other equity interests of any of the Selling Entities, or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interests of any of the Selling Entities;

(l) the imerys.com website and domain name (the "Excluded Website");

(m) all right, title and interest in or to any of the Marks, and any derivatives or variations thereof, set forth on Schedule 2.2(m) (the "Parent Marks");

(n) (i) any attorney-client privilege and attorney work-product protection of the Selling Entities as a result of legal counsel representing any of the Selling Entities, including in connection with the transactions contemplated by this Agreement; (ii) all documents subject to the attorney-client privilege and work-product protection described in the foregoing clause (i); and (iii) all documents maintained by the Selling Entities relating to the drafting, negotiation, execution, delivery and performance of this Agreement, any other Transaction Document, the Confidentiality Agreement or any confidentiality or other agreements with any other bidder in connection with any sale process conducted by or in which the Selling Entities were involved, including the sale process leading to the entry into this Agreement;

(o) any Company Benefit Plan (other than any Assumed Plan) or any right, title or interest in any assets of or relating thereto, except as otherwise specifically provided in Section 7.9;

(p) the Selling Entities' right, title and interest to the other assets, if any, set forth in Schedule 2.2(p) (which may be amended with the mutual agreement of the parties hereto at any time prior to Closing);

(q) all intercompany accounts, loans, claims, Contracts, services, support, and other arrangements between the Selling Entities, on one hand, and any of their Affiliates, on the other hand, except as otherwise provided in the Transaction Documents; and

(r) any Talc Personal Injury Trust Asset (as that term is defined in the Plan) of the Selling Entities.

2.3 Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement and the Sale Order, from and after the Closing Date, the Buyer shall assume, and pay, perform and discharge when due, the Assumed Liabilities. For purposes of this Agreement, "Assumed Liabilities" means only the following Liabilities (to the extent not paid or discharged prior to the Closing):

(a) all Liabilities arising under the Assumed Agreements and the Assumed Real Property Leases arising from and after the Closing;

(b) all Liabilities of the Selling Entities (i) under unfulfilled purchase orders with customers and suppliers, (ii) that are trade and non-trade payables, (iii) in respect of accrued royalties, and (iv) arising from rebates, returns, recalls, chargebacks, coupons, discounts, failure to supply claims and similar obligations, but in each case, to the extent (A) incurred in the Ordinary Course of Business and otherwise in compliance with the terms and conditions of this Agreement, (B) whose status as an account payable as of Closing is consistent with the past practice of the Selling Entities and whose payment was not delayed in anticipation of Closing, and (C) not arising under or otherwise relating to any Excluded Asset;

(c) all Cure Payments;

(d) (i) all Liabilities relating to the Assumed Plans or that otherwise transfer to the Buyer pursuant to applicable Law relating to the ITC Benefit Plans, (ii) all Liabilities relating to the Assumed CBAs (other than the Canadian Collective Bargaining Agreements) that arise as a result of an event or events that occur on or after the Closing, (iii) all Liabilities relating to the Canadian Collective Bargaining Agreements, and (iv) those Liabilities expressly assumed by the Buyer pursuant to Section 7.9, including with respect to accrued but unused vacation or other paid time off ("PTO"); provided that nothing in this Section 2.3(d) limits or alters the Selling Entities' obligations under Section 7.9;

(e) costs and expenses of any mine or facility closure or reclamation at any of the Real Properties or of any investigation, remediation or removal of Hazardous Materials in soil, soil vapor, sediment, groundwater, or other Environmental media at, under or migrating to or from any of the Real Properties, in each case to the extent required by operation of law or any Governmental Body pursuant to Environmental Law; and

(f) all real and personal property Taxes allocated to the Buyer pursuant to Section 7.10(d).

2.4 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, the Buyer shall not assume, be deemed to assume, be obligated to pay, perform or otherwise discharge any Liabilities of the Selling Entities other than the Assumed Liabilities (collectively, the "Excluded Liabilities"), including:

(a) all Taxes of the Selling Entities (or Taxes of any branch offices of any Selling Entity) or Taxes arising from the ownership of the Purchased Assets with respect to any Pre-Closing Tax Period, including Taxes imposed on the Selling Entities under Treasury Regulations Section 1.1502-6 and similar provisions of state, provincial, local or foreign Tax law, other than Taxes expressly payable by the Buyer pursuant to Section 7.10;

(b) all Liabilities relating to, or with respect to any Service Provider, any Collective Bargaining Agreement, or any Company Benefit Plan, other than those Liabilities that are Assumed Liabilities;

(c) all Liabilities relating to Excluded Assets;

(d) all Liabilities relating to any Talc Personal Injury Claim;

(e) all Liabilities of the Selling Entities to any Affiliate of the Selling Entities, including for any intercompany debt; and

(f) any and all Environmental Costs and Liabilities arising out of, relating to or resulting from any Selling Entity, the Business or the Purchased Assets except to the extent covered by Section 2.3(e).

2.5 Executory Contracts.

(a) Schedule 2.5(a) sets forth a list (prepared using the Selling Entities' good faith and reasonable efforts) of the executory Contracts and unexpired leases to which, to the

Knowledge of Seller, any of Selling Entities is a party, and which are available to be included in the Assumed Agreements and Assumed Real Property Leases, as well as the Selling Entities' good faith estimate of the Cure Payments with respect to each Assumed Agreement and Assumed Real Property Lease (the "Assumed Agreements and Leases Schedule"). The Buyer may, from time to time, amend or revise the Assumed Agreements and Leases Schedule in order to (i) add any Non-Real Property Contract or Real Property Lease to such Schedule up to fourteen (14) days prior to the Sale Hearing (the "Designation Deadline"), in which case such Non-Real Property Contract or Real Property Lease shall constitute an Assumed Agreement or Assumed Real Property Lease, as applicable, or (ii) remove any Non-Real Property Contract or Real Property Lease to or from such Schedule up to three (3) days prior to the Closing, in which case such Non-Real Property Contract or Real Property Lease shall constitute an Excluded Asset and shall not constitute an Assumed Agreement or Assumed Real Property Lease, as applicable. Subject to Section 7.19 of this Agreement, all executory Contracts and unexpired leases of the Selling Entities that are not listed in Section 2.5(a) shall not be considered an Assumed Agreement or Assumed Real Property Lease and shall be deemed an Excluded Asset. All Contracts of the Selling Entities that are listed in the Assumed Agreements and Leases Schedule as of the Designation Deadline are referred to in this Agreement as "Core Contracts."

(b) The Selling Entities shall use commercially reasonable efforts to take all actions required to assume and assign the Assumed Agreements and Assumed Real Property Leases to the Buyer, including timely providing all necessary notices as contemplated by this Agreement and by the Bidding Procedures Order, and using commercially reasonable efforts to (i) facilitate any negotiations with the counterparties to such Assumed Agreements and Assumed Real Property Leases to the extent reasonably requested by Buyer and (ii) obtain an Order prior to or at the Sale Hearing containing a finding that with respect to the Assumed Agreements and Assumed Real Property Leases and subject to Closing, (x) the proposed assumption and assignment to the Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code, (y) the Buyer is responsible only for Assumed Liabilities as they relate to the Assumed Agreements and Assumed Real Property Leases, and (z) the Selling Entities shall be deemed released from any liability arising under such Assumed Agreements and Assumed Real Property Leases. The Selling Entities shall have no obligation to the Buyer to provide adequate assurances of future performance under any Assumed Agreements and Assumed Real Property Leases in connection with the assignment and assumption thereof by the Selling Entities to the Buyer. Subject in all respects to Section 7.19, the Selling Entities shall take all reasonably necessary actions in order to resolve prior to or at the Sale Hearing the amount, if any, of Cure Payments required for any Assumed Agreement or Assumed Real Property Lease entered into prior to the Petition Date; *provided* that the Buyer and the Selling Entities may mutually agree to defer any resolution or proceeding regarding a disputed Cure Amount to a date following the Sale Hearing.

(c) At the Closing (or such later date as the Bankruptcy Court may establish) the Selling Entities shall assume and assign to the Buyer the Assumed Agreements and Assumed Real Property Leases, pursuant to, *inter alia*, section 365 of the Bankruptcy Code and Section 11.3 of the CCAA, as applicable, the Sale Order, and/or the Recognition Order, as applicable, subject to provision by the Buyer of adequate assurance as may be required under section 365 of the Bankruptcy Code and Section 11.3 of the CCAA, as applicable and payment of the Cure Payments in respect of Assumed Agreements and Assumed Real Property Leases as contemplated hereby.

(d) The Buyer shall be responsible for demonstrating adequate assurance of future performance as may be required under section 365 of the Bankruptcy Code and Section 11.3 of the CCAA, as applicable, as to itself.

(e) Payment of all Cure Payments for each Assumed Agreement and Assumed Real Property Lease shall be the sole responsibility of the Buyer, irrespective of the aggregate amount of such Cure Payments and shall be paid by the Buyer as promptly as practicable following the assumption and assignment of each such Assumed Agreement or Assumed Real Property Lease. Notwithstanding anything herein to the contrary, the Buyer may elect up to three (3) days at any time prior to the Closing to remove any executory Contract or unexpired lease from the Assumed Agreements and Leases Schedule, and in such event, no Cure Payment shall be due for any such executory Contract or unexpired lease.

2.6 Allocation.

(a) At least five (5) Business Days prior to Closing, the Buyer shall deliver to the Selling Entities a proposed purchase price allocation schedule (the "Closing Allocation") allocating the Cash Purchase Price between the Purchased Assets of Imerys Talc Canada Inc., on the one hand, and the Purchased Assets of the other Selling Entities, on the other. The Buyer shall thereafter consult with the Selling Entities and consider in good faith any changes reasonably proposed by the Selling Entities with respect to the Closing Allocation. At least two (2) days prior to Closing, the Buyer shall deliver to the Selling Entities a final Closing Allocation, which final Closing Allocation shall be subject to consent of the Selling Entities (not to be unreasonably withheld, conditioned or delayed).

(b) The Buyer shall within ninety (90) days following the Closing Date, deliver to the Selling Entities an allocation of the Cash Purchase Price (and the Assumed Liabilities, to the extent properly taken into account under the Code) among the Purchased Assets (the "Allocation") in accordance with the Closing Allocation and Section 1060 of the Code and the Treasury regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate). Within thirty (30) days following the Selling Entities' receipt of the Allocation, the Selling Entities may provide the Buyer with any comments to the Allocation. The Buyer shall include any reasonable comments to the Allocation so provided by the Selling Entities. The parties hereto agree to file all Tax Returns (including IRS Form 8594) consistent with the Allocation unless otherwise required by applicable Law; provided that nothing contained herein shall prevent the Buyer or the Selling Entities from settling any proposed deficiency or adjustment by any Governmental Body based upon or arising out of the Allocation, and neither the Buyer nor the Selling Entities shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Body challenging the Allocation. In administering the Chapter 11 Cases and the Canadian Proceeding, neither the Selling Entities nor the Bankruptcy Court shall be required to apply the Allocation in determining the manner in which the Purchase Price should be allocated as between the Selling Entities, their respective estates, or creditors thereof.

2.7 Misallocated Assets. If after the Closing (a) the Buyer holds any Excluded Assets or Excluded Liabilities or (b) the Selling Entities hold any Purchased Assets or Assumed Liabilities, the Buyer or the Selling Entities, as applicable, will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case

may be) the other party for no additional consideration. Prior to any such transfer, the party receiving or possessing any such asset will hold it in trust for the benefit of such other party.

2.8 No Successor Liability. The parties hereto intend that, to the fullest extent permitted by Law (including under section 363 of the Bankruptcy Code and under the CCAA), upon the Closing, it shall be deemed that the Buyer: (i) is not the successor of the Selling Entities, (ii) has not, *de facto*, or otherwise, merged with or into the Selling Entities, (iii) is not a mere continuation or substantial continuation of the Selling Entities or the enterprise(s) of the Selling Entities, (iv) is not a successor employer as defined in the Code or by the U.S. National Labor Relations Board or under other applicable Law, and (v) is not liable for any acts or omissions of the Selling Entities in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the parties hereto intend that the Buyer shall not be liable for or any of the Selling Entities' predecessors or Affiliates, and the Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any Liabilities of the Selling Entities arising prior to the Closing Date. The parties hereto agree that the provisions substantially in the form of this Section 2.8 shall be reflected in the Sale Order and the Recognition Order.

ARTICLE III
PURCHASE PRICE; DEPOSIT

3.1 Purchase Price. In consideration for the Purchased Assets, upon the terms and conditions of this Agreement, at the Closing: (a) the Buyer shall pay or caused to be paid to Imerys Talc America, Inc. on behalf of itself and on behalf of the other Selling Entities, by wire transfer of immediately available funds to an account or accounts designated by the Selling Entities prior to the Closing, an amount equal to $223,000,000 (the "Cash Purchase Price"), provided that the Deposit shall be applied to the Cash Purchase Price at Closing, and (b) the Buyer shall assume the Assumed Liabilities by executing the Assumption Agreement(s) (collectively, the "Purchase Price").

3.2 Deposit. Within four (4) Business Days after the date of this Agreement, the Buyer shall deposit into an escrow account (the "Escrow Account") with Wilmington Trust, National Association (the "Escrow Agent") an amount equal to $22,300,000 (together with any interest accrued thereon prior to the Closing Date, the "Deposit") by wire transfer of immediately available funds pursuant to an escrow agreement by and among the Buyer, the Selling Entities and the Escrow Agent substantially in the form of Exhibit D (the "Escrow Agreement"). The Deposit shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any of the Selling Entities or the Buyer. The Deposit (or, if applicable, the portion thereof comprising the Termination Payment Amount under Section 9.3(a)) shall become payable to Imerys Talc America, Inc. upon the earlier of (a) the Closing or (b) a valid termination of this Agreement pursuant to Section 9.1 for which the Deposit or the Termination Payment Amount is payable to the Selling Entities pursuant to Section 9.3(a). At the Closing, the Deposit shall be delivered to an account designated by the Selling Entities by wire transfer of immediately available funds as payment of a portion of the Cash Purchase Price payable pursuant to Section 3.1. In the event the Deposit (or, if applicable, the portion thereof comprising the

Termination Payment Amount under Section 9.3(a)) becomes payable to Imerys Talc America, Inc., the Escrow Agent shall, within two (2) Business Days after receiving notice of such termination from the Selling Entities, disburse the Deposit (or, if applicable, the portion thereof comprising the Termination Payment Amount under Section 9.3(a)) to an account designated by the Selling Entities by wire transfer of immediately available funds to be retained by Imerys Talc America, Inc. for the Selling Entities, and, the remainder (if any) of the Deposit to an account designated by the Buyer by wire transfer of immediately available funds. If this Agreement or the transactions contemplated herein are terminated other than in circumstances in which the Deposit or the Termination Payment Amount is payable to the Selling Entities under Section 9.3(a), the Selling Entities and the Buyer shall instruct the Escrow Agent to, and the Escrow Agent shall, within two (2) Business Days after such instruction, return to the Buyer the Deposit by wire transfer of immediately available funds. The Escrow Agent's escrow fees and charges shall be paid by the Buyer.

ARTICLE IV
THE CLOSING

4.1 Time and Place of the Closing. Upon the terms and subject to the satisfaction of the conditions contained in Article VIII of this Agreement, the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m. (Eastern time) remotely via the exchange of documents and signature pages, no later than the second (2nd) Business Day following the date on which the conditions set forth in Article VIII have been satisfied or, to the extent permitted, waived by the applicable party in writing (other than conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted, waiver of such conditions at or prior to the Closing), or at such other place and time as the Buyer and the Selling Entities may mutually agree. The date on which the Closing actually occurs is herein referred to as the "Closing Date." For purposes of this Agreement, from and after the Closing, the Closing shall be deemed to have occurred at 12:01 a.m. (Eastern time) on the Closing Date.

4.2 Deliveries by the Selling Entities. At or prior to the Closing, the Selling Entities or Parent, as the case may be, shall deliver the following to the Buyer:

(a) the Bills of Sale, duly executed by the applicable Selling Entities;

(b) the Assumption Agreements, duly executed by the Selling Entities;

(c) the IP Assignment Agreements, duly executed by the applicable Selling Entities or Affiliate of the Selling Entities;

(d) the IP License Agreement, duly executed by Parent;

(e) the Trademark License Agreement, duly executed by Parent;

(f) the Parent-Buyer Agreements and the Transition Services Agreement, duly executed by Parent or one or more of its Affiliates, as applicable;

(g) the Environmental Services Agreement, duly executed by the Selling Entities;

(h) the Trademark Assignment Agreement, duly executed and delivered by the parties thereto;

(i) a duly executed copy of the agreement referenced on Schedule 4.2(i);

(j) an affidavit from each of Imerys Talc America, Inc. and Imerys Talc Vermont, Inc., dated the Closing Date and in form and substance reasonably acceptable to the Buyer, certifying that withholding is not required under Section 1445 of the Code upon any consideration paid to such Selling Entities;

(k) duly executed and acknowledged Deeds in recordable form customary for commercial transactions in the applicable jurisdiction for each Owned Real Property, conveying title in such Owned Real Property to the Buyer, subject to any Permitted Liens;

(l) such other instruments of assignment or conveyance duly executed by the applicable Selling Entities as shall be reasonably requested or reasonably necessary to transfer the Purchased Assets to the Buyer in accordance with this Agreement;

(m) the certificate contemplated by Section 8.1;

(n) a receipt for the Cash Purchase Price in the form attached hereto as Exhibit G, duly executed by the Selling Entities;

(o) a copy of the Sale Order entered with the Bankruptcy Court and the Recognition Order entered with the Canadian Court; and

(p) certified copies of the resolutions of each of the board of directors (or similar governing body) of each Selling Entity authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to which each Selling Entity is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby.

4.3 Deliveries by the Buyer. At or prior to the Closing, the Buyer shall deliver the following to the Selling Entities:

(a) the Cash Purchase Price (reduced by the amount of the Deposit if the Deposit is simultaneously delivered to the Selling Entities at Closing from the Escrow Account);

(b) certified copies of the resolutions duly adopted by the Buyer's board of directors authorizing the execution, delivery and performance of this Agreement and each of the other transactions contemplated hereby, as well as any other approvals required for the Buyer to consummate the transactions contemplated hereby;

(c) the Assumption Agreements and the IP Assignment Agreements, duly executed by the Buyer;

(d) the IP License Agreement, duly executed by the Buyer;

(e) the Trademark License Agreement, duly executed by the Buyer;

(f) the Environmental Services Agreement, duly executed by the Buyer;

(g) the Transition Services Agreement, duly executed by the Buyer;

(h) such other instruments of assumption duly executed by the Buyer as shall be reasonably requested by the Selling Entities or reasonably necessary for the Buyer to assume the Assumed Liabilities and otherwise effectuate the transactions contemplated hereby, in each case in accordance with this Agreement; and

(i) the certificate contemplated by Section 8.2.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE SELLING ENTITIES

Except as set forth in the disclosure schedules delivered by the Selling Entities to the Buyer prior to the execution of this Agreement (the "Schedules"), the Selling Entities hereby jointly and severally represent and warrant to the Buyer that:

5.1 Organization and Good Standing. Each Selling Entity is a corporation or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, formation or organization and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted, except as a result of filing the Chapter 11 Cases and the Canadian Proceeding. Each Selling Entity is duly qualified or authorized to do business as a foreign corporation and is in good standing under the laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. All jurisdictions in which each Selling Entity is qualified to do Business are set forth in Schedule 5.1.

5.2 Authorization of Agreement. Subject to the applicable provisions of the Bankruptcy Code and the Bankruptcy Court's entry of the Sale Order and the Canadian Court's entry of the Recognition Order, each Selling Entity has all requisite corporate power and authority to execute and deliver the Transaction Documents to be executed by the Selling Entities in connection with the consummation of the transactions contemplated thereby and to consummate the transactions contemplated by the Transaction Documents. The execution and delivery of the Transaction Documents and the consummation of the transactions contemplated thereby have been duly authorized by all requisite corporate action on the part of each Selling Entity. Subject to the Bankruptcy Court's entry of the Sale Order and the Canadian Court's entry of the Recognition Order, this Agreement has been, and each of the other Transaction Documents will be at or prior to the Closing, duly and validly executed and delivered by the Selling Entities and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each other Transaction Document when so executed and delivered will constitute,

the legal, valid and binding obligations of each Selling Entity, enforceable against it in accordance with its respective terms, in each case, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity (collectively, "Bankruptcy Exceptions").

5.3 Conflicts; Consents of Third Parties.

(a) Subject to the Bankruptcy Court's entry of the Sale Order and the Canadian Court's entry of the Recognition Order and except to the extent excused by or unenforceable as a result of the filing of the Chapter 11 Cases or the Canadian Proceeding, none of the execution and delivery by the Selling Entities of this Agreement or the other Transaction Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by the Selling Entities with any of the provisions hereof or thereof will conflict with, result in any violation of or default (with or without notice or lapse of time, or both) under, give rise to a right of termination or cancellation under, require a consent, notice or waiver under, require the payment of a penalty or increased liabilities or fees or the loss of a benefit under or result in the imposition of any Lien (other than Permitted Liens) under, any provision of (i) the Selling Entities' organizational documents; (ii) except as set forth on Schedule 5.3(a)(ii), any Material Contract or material Permit to which any Selling Entities is a party or by which any of the material properties or assets of any Selling Entity is bound (except to the extent any consent or anti-assignment provisions thereof are rendered unenforceable by the applicable provisions of the Bankruptcy Code or by Order of the Bankruptcy Court); (iii) any Order applicable to any Selling Entity or by which any of the properties or assets of any Selling Entity are bound; or (iv) assuming receipt of all approvals, authorizations, consents, notices or waiting period expirations or terminations as described in Section 5.3(b) or set forth on Schedule 5.3(a)(iv), any applicable Law, except in the case of clauses (ii) through (iv) for such matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Body is required on the part of any Selling Entity in connection with the execution and delivery of this Agreement or the Transaction Documents or the compliance by the Selling Entities with any of the provisions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act and any other applicable Competition Laws, (ii) the CFIUS Approval, (iii) entry by the Bankruptcy Court of the Sale Order, (iv) entry by the Canadian Court of the Recognition Order, (v) those matters set forth on Schedule 5.3(a)(ii), and (vi) such matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

5.4 No Subsidiaries. Except for Imerys Talc America, Inc.'s ownership of Imerys Talc Vermont, Inc., none of the Selling Entities have any Subsidiaries.

5.5 Financial Statements. The (a) unaudited balance sheet and income statement of Imerys Talc America, Inc. as of and for the years ended December 31, 2019 and 2018, and the unaudited balance sheet and income statement of Imerys Talc America, Inc. as of and for the six-month period ended June 30, 2020, (b) unaudited balance sheet and income statement of Imerys

Talc Vermont, Inc. as of and for the years ended December 31, 2019 and 2018, and the unaudited balance sheet and income statement of Imerys Talc Vermont, Inc. as of and for the six-month period ended June 30, 2020, and (c) unaudited balance sheet and income statement of Imerys Talc Canada Inc. as of and for the years ended December 31, 2019 and 2018, and the unaudited balance sheet and income statement of Imerys Talc Canada Inc. as of and for the six-month period ended June 30, 2020 (collectively, the "Financial Statements") were not prepared as part of Parent's normal reporting process and have been compiled by the Selling Entities' management from source documentation prepared in accordance with internal accounting policies used by Parent for external reporting purposes, which are consistent with GAAP, subject, in the case of unaudited quarterly financial statements, to normal year-end adjustments and the omission of footnotes. The Financial Statements present fairly, in all material respects, the financial condition and results of operations of the Selling Entities (as applicable) as of and for the periods presented therein (subject to the absence of footnotes and, in the case of quarterly financial statements, normal year-end adjustments). For the purposes hereof, June 30, 2020 is referred to as the "Balance Sheet Date."

5.6 Absence of Certain Developments.

(a) Since the Balance Sheet Date, there has not been any effect, event, change, occurrence or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(b) Except (x) as set forth on Schedule 5.6(b) or (y) as otherwise expressly contemplated by this Agreement, since the Balance Sheet Date through the date of this Agreement, (i) the Selling Entities have conducted their respective businesses in all material respects in the Ordinary Course of Business (except as otherwise expressly contemplated by this Agreement and/or as a result of the Chapter 11 Cases and the Canadian Proceeding or as determined to be reasonably necessary in the Selling Entities' good faith business judgment in connection with the events and circumstances related to the COVID-19 virus) and (ii) no Selling Entity (A) has sold, transferred or otherwise disposed of any of its material properties or assets or any interest therein, except sales in the Ordinary Course of Business or the disposal of obsolete or worthless assets, (B) has changed its methods of keeping its books of account or accounting practices, except as required by GAAP or (C) has agreed or committed to do any of the foregoing.

5.7 Taxes.

(a) The Selling Entities have filed or obtained extensions with respect to all material Tax Returns that are required by applicable Laws to be filed by them, and all such filed Tax Returns were true, correct and complete in all material respects. Since January 1, 2018, no claim has been made in writing by a Governmental Body in a jurisdiction where the Selling Entities do not file Tax Returns that the Selling Entities or the Business is or may be subject to taxation by that jurisdiction. Except as set forth in Schedule 5.7(a), or which would not be expected to result in a Lien on the Purchased Assets, there is no audit, examination, dispute, claim or controversy concerning any material Liability for Tax or Tax Return of the Selling Entities or with respect to the Business or Purchased Assets in progress, pending, claimed, or in writing by any taxing authority. The Selling Entities have not entered into or requested any agreement to extend or waive the statutory period of limitations for the assessment or collection of Taxes which agreement is still in effect.

(b) The Selling Entities have paid in all material respects all Taxes owed by them with respect to the Purchased Assets, other than those Taxes (i) not paid as a result of the Chapter 11 Cases (which are set forth in Schedule 5.7(b)), (ii) contested in good faith by appropriate proceedings or (iii) which would not be expected to result in a Lien upon the Purchased Assets (other than a Permitted Lien).

(c) All material Taxes that the Selling Entities are required by Law to withhold and collect have in all material respects been duly withheld, collected and paid over to the extent due and payable.

(d) No Selling Entity is party to any Tax sharing, Tax allocation or Tax indemnity agreement, except for (i) any such agreement solely between the Selling Entities, (ii) any such agreement for which the Buyer shall not be liable following the Closing, or (iii) customary gross-up or indemnification provisions in commercial agreements entered into in the Ordinary Course of Business, the primary subject matter of which is not related to Taxes.

(e) There are no Liens for Taxes (other than Permitted Liens) upon the Purchased Assets.

(f) Notwithstanding any representation or warranty in this Agreement to the contrary, no representation or warranty is being made by the Selling Entities as to availability of any Tax attribute or the utilization thereof by the Buyer or its Affiliates following the Closing.

(g) Imerys Talc Canada Inc. is not a non-resident of Canada within the meaning of the Tax Act.

(h) Imerys Talc Canada Inc. is registered under the ETA and the corresponding provisions of any applicable provincial sales or value-added tax laws, as applicable, with respect to ETA Tax with registration number 124888488.

This Section 5.7 represents the sole and exclusive representation and warranty of the Selling Entities regarding Tax matters.

5.8 Real Property, Real Property Leases and Mineral Rights.

(a) Schedule 5.8(a) sets forth, in each case as of the date of this Agreement, a complete list of all leases and subleases of real property to or by any Selling Entity, other than Affiliate Contracts set forth on Schedule 5.16 (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, individually, a "Real Property Lease" and collectively, the "Real Property Leases"). Other than with respect to Affiliate Contracts, none of the Selling Entities has received or provided any written or, to the Knowledge of Seller, oral notice of any default or event that with notice or lapse of time, or both, would constitute a default by any Selling Entity under any of the Real Property Leases, except for such defaults that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) Schedule 5.8(b) sets forth, in each case as of the date of this Agreement, a complete list of all real property owned by any Selling Entity. Each Selling Entity has good and, as applicable, marketable fee simple title to, or a valid interest in, as applicable, the Facilities set

forth opposite its name in Schedule 5.8(b), in each case free and clear of all Liens (except Permitted Liens and materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business that are being contested in good faith). No material portion of the Facilities is the subject of, or affected by, condemnation, expropriation or eminent domain proceedings, or other proceeding challenging title or the rights to such real property, currently instituted or pending. Except (i) as set forth in Schedules 5.8(a) and 5.8(b), (ii) for mining contractors engaged by the Selling Entities (collectively, the "Contractors"), and (iii) surface owners of real property at which Mining Rights are located, no Person other than a Selling Entity has been granted any right to use or otherwise occupy the Facilities or any part thereof.

(c)(i) All rights, title and interests in and to (A) the Mineral Rights identified in Sections 5.8(a) and 5.8(b) and (B) any unpatented mining claims, unpatented mill claims, and mining licenses of occupation held in the name of or for the benefit of the Selling Entities, in each case that are actively used in the Business (collectively, the "Business Mining Rights") are held by the Selling Entities, free clear of all Liens, except Permitted Liens and materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business that are being contested in good faith. All such Business Mining Rights in Canada and Montana have been validly staked, recorded and duly registered in the appropriate office or registry of the relevant Governmental Body in compliance with applicable Law, and all such Business Mining Rights in Vermont have been recorded in the appropriate office of the relevant Governmental Body in compliance with applicable Law; the Business Mining Rights are valid and in good standing; and all rentals, fees, expenditures and other payments owed in respect thereof to Governmental Bodies have been paid or incurred and all required filings in respect thereof have been duly made.

(ii) There are no adverse Claims or Legal Proceedings pending or, to the Knowledge of Seller, threatened against or affecting the title to or ownership of the Business Mining Rights at Law or before or by any Governmental Body which, if adversely determined against the applicable Selling Entity, would materially adversely affect such Selling Entity's title to or ownership of such Business Mining Rights.

(iii) Except as set forth on Schedule 5.8(c)(iii), no person other than the Selling Entities, the Contractors and Governmental Bodies entitled to production and other similar Taxes has any interest in the Business Mining Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest.

(iv) Except as set forth on Schedule 5.10(a)(vi)(D), there are no rights of first refusal, rights of first offer or similar provisions or rights that grant a Person the right to acquire the interest of any Selling Entity in the Business Mining Rights.

(v) Subject to applicable Law and approval of the applicable closure plans by the Governmental Bodies having jurisdiction thereover, the Business Mining Rights held by each Selling Entity do not contain any terms or conditions that would impede or prevent the conduct of its mining and other operations as currently being conducted or the exploitation in the future of the Business Mining Rights held by it in accordance with mining plans and feasibility studies in place as of the APA Effective Date.

(vi) To the extent required, each of the Selling Entities has the surface rights from landowners or Governmental Bodies necessary to conduct its mining and other operations as currently being conducted in Canada, Vermont or Montana, as applicable, and to exploit in future the Business Mining Rights held by it in Canada, Vermont and Montana in accordance with mining plans and feasibility studies in place as of the APA Effective Date.

(vii) No Selling Entity has received any written notice from any Governmental Body of any revocation or intention to revoke any interest of such Selling Entity in any of the Business Mining Rights.

(viii) All material information and estimates relating to mineral reserves and mineral resources at the operating mines of the Selling Entities has been made available to the Buyer in a virtual data room of the Selling Entities ("VDR"). Other than with respect to ordinary course depletion due to mining, there has been no material reduction in the aggregate amount of mineral reserves or mineral resources from the amounts disclosed to the Buyer in the VDR.

5.9 Intellectual Property.

(a) Schedule 5.9(a) sets forth, in each case as of the date of this Agreement, an accurate and complete list of all United States and foreign issued Patents, pending Patent applications, registered Marks, pending applications for registration of Marks, registered Copyrights, and Internet domain names (i) owned by any Selling Entity, or (ii) included in the Assigned Trademarks, but in each case of subparts (i) and (ii), excluding the Parent Marks and Excluded Website (the foregoing being, collectively, the "Company Registered Intellectual Property"). No registrations or applications for material Company Registered Intellectual Property have expired or been canceled or abandoned except in accordance with the expiration of the term of such rights or where the Selling Entities have made a business judgment to permit such registrations or applications to expire, be canceled, or become abandoned.

(b) All (i) material Seller Intellectual Property (excluding the Assigned Trademarks) is exclusively owned by a Selling Entity and (ii) with respect to the Assigned Trademarks, is exclusively owned by Parent as of the date hereof and a Selling Entity as of the Closing Date, in each case of subparts (i) and (ii), free and clear of all Liens (except for Permitted Liens).

(c) To the Knowledge of Seller, the conduct of the Business does not infringe, violate, dilute or constitute misappropriation of any Intellectual Property of any third Person.

(d) To the Knowledge of Seller, no third Person is infringing, violating, diluting or misappropriating any Selling Entity's rights in Company Registered Intellectual Property.

(e) As of the date of this Agreement, there is no pending, or to the Knowledge of Seller, threatened, Legal Proceeding, nor asserted, claim (including any "cease and desist" letters and invitations to license) (i) that any Selling Entity is infringing, misappropriating, diluting or violating any Intellectual Property rights of any third Person, or (ii) contesting or challenging the ownership, validity, registrability or enforceability of the Seller Intellectual Property.

(f) As of the date of this Agreement, there are no Orders to which any Selling Entity is a party or, to the Knowledge of Seller, by which any Selling Entity is subject or bound, that restrict such Selling Entity's rights to use any material Seller Intellectual Property used by the Selling Entities or in the Ordinary Course of Business.

(g) The Selling Entities have taken commercially reasonable measures to protect the confidentiality of material proprietary information included in the Seller Intellectual Property, including Trade Secrets of the Selling Entities and Third Party confidential information provided to the Selling Entities that they are obligated to maintain in confidence, and, to the Knowledge of Seller, there has been no unauthorized use or disclosure of any such proprietary information. Except as set forth on Schedule 5.9(g), all former and current officers, directors, employees, consultants, advisors and independent contractors of the Selling Entities who have contributed to or participated in the conception or development for the Selling Entities of any Intellectual Property included in the Seller Intellectual Property ("Contributors") have entered into valid and binding proprietary rights agreements with one of the Selling Entities assigning or vesting ownership of all such Intellectual Property rights to such Selling Entity and, where legally permissible, waiving all moral rights in and to such Intellectual Property.

(h) As of the Closing Date, other than the Seller Intellectual Property and any Licensed Intellectual Property, none of the Selling Entities or any of their Affiliates own, or is licensed by any Third Party to use, any Intellectual Property that is primarily related to the Business.

(i) Except as set forth on Schedule 5.19, the Seller Intellectual Property and the Licensed Intellectual Property and any services or licenses provided under any Transaction Document, including but not limited to the services provided under the Transition Services Agreement, constitute all the material Intellectual Property necessary for operation of the Business in the manner presently conducted.

(j) The software, systems, servers, computers, hardware, firmware, networks and all other information technology equipment owned or used by any Selling Entity (i) are adequate for, operate and perform in all material respects as required by the Selling Entities, in accordance with their documentation and functional specifications and (ii) to the Knowledge of Seller, have not been accessed by an unauthorized Person. The Selling Entities have implemented reasonable backup, security and disaster recovery measures consistent with industry practices.

Sections 5.3, 5.6, 5.9, 5.10, 5.19 and 5.24 represent the sole and exclusive representations and warranties of the Selling Entities regarding Intellectual Property matters.

5.10 Material Contracts, Assumed Agreements and Assumed Real Property Leases

(a) Schedule 5.10(a) sets forth a list of all of the following Contracts to which any Selling Entity is a party as of the date of this Agreement, other than Affiliate Contracts set forth on Schedule 5.16 (collectively, the "Material Contracts"), organized under a header for each subsection:

(i) each Contract relating to the sale of goods, or the provisions of any services by, any Selling Entity for consideration in excess of $500,000 or the equivalent in

other currencies during the twelve-month period ending on the Balance Sheet Date (other than Contracts that can be terminated by such Selling Entity without penalty on 60 days' or fewer notice);

(ii) each Contract relating to the acquisition or disposition by any Selling Entity of any business, division or product line or the capital stock of any other Person since the Balance Sheet Date, in each case pursuant to which any earn-outs or deferred, contingent purchase price or material indemnification obligations of any Selling Entity remain outstanding;

(iii) each Contract providing for the incurrence of outstanding Indebtedness as of the date of this Agreement or the making of any outstanding loans as of the date of this Agreement (other than routine advances to employees for travel expenses and/or sales commissions in the Ordinary Course of Business);

(iv) each Contract creating or governing a joint venture, partnership or similar arrangement (other than distribution agreements and reseller agreements in the Ordinary Course of Business);

(v) license agreements that are material to the Business, pursuant to which any Selling Entity is a named party and (A) license in Licensed Intellectual Property for consideration in excess of $100,000 during the twelve-month period ending on the Balance Sheet Date, or (B) license out Seller Intellectual Property for consideration in excess of $100,000 during the twelve-month period ending on the Balance Sheet Date, in each case, other than non-exclusive license agreements, customer agreements entered into in the Ordinary Course of Business, non-disclosure agreements entered into in the Ordinary Course of Business, and/or agreements for generally commercially available "off-the-shelf" software;

(vi) each Contract (A) containing a covenant expressly limiting in any material respect the freedom of any Selling Entity (or that would limit in any material respect the freedom of the Buyer after the Closing) to engage in any business with any Person or in any geographic area or to compete with any Person, (B) expressly limiting in any material respect the ability of any Selling Entity to incur indebtedness for borrowed money, (C) obligating any Selling Entity to purchase or otherwise obtain any product or service exclusively from a single party or sell any product or service exclusively to a single party, or (D) containing any provision that grants any Person a right of first refusal, first offer or similar right to purchase any right, asset or property of, or equity interest in, any Selling Entity;

(vii) each Contract creating a Lien (other than Permitted Liens) upon any assets of any Selling Entity;

(viii) each Contract reflecting a settlement of any threatened or pending Legal Proceedings, other than (A) releases entered into with former employees or independent contractors of any Selling Entity, on an individual (and not class or collective basis), in the Ordinary Course of Business in connection with the routine cessation of such

employee's or independent contractor's employment with any Selling Entity, (B) settlement agreements under which no Selling Entity has any continuing material obligations, liabilities or rights (excluding releases), (C) settlement agreements pertaining to the resolution of Talc Personal Injury Claims, (D) claims related to any Excluded Assets or Excluded Liabilities or (E) settlement agreements pertaining to claims that do not involve payments in excess of $100,000 (exclusive of attorney's fees and amounts covered by insurance);

(ix) all operating leases (as lessor or lessee) of tangible personal property (other than any such lease calling for payments of less than $500,000 per year);

(x) the agreements set out in Schedule 5.21; and

(xi) other than (x) customer agreements entered into in the Ordinary Course of Business and (y) non-exclusive license agreements, each material Contract with any Governmental Body.

(b) Except as set forth on Schedule 5.10(b), true and correct copies of each Material Contract (including all amendments or modifications thereto) have been made available to the Buyer prior to the date of this Agreement. Each Material Contract (i) is a valid and binding agreement of the applicable Selling Entity and, to the Knowledge of Seller, the other parties thereto and (ii) is in full force and effect and is enforceable in accordance with its terms, except to the extent any Material Contract terminates in accordance with its terms after the date of this Agreement and prior to the Closing (subject to applicable Bankruptcy Exceptions). The Selling Entities and, to the Knowledge of Seller, each of the other parties thereto, except as a result of the Chapter 11 Cases or the Canadian Proceeding, are not in breach of, or default or violation under, any of such Material Contracts and no event has occurred that with notice or lapse of time, or both, would constitute such a breach, default or violation, except for any such breaches, defaults or violations that, individually or in the aggregate, would not reasonably be expected to be material to the Business. No Selling Entity has received any written notice of any termination, default or event that with notice or lapse of time, or both, would constitute a default by any Selling Entity under any Material Contract, except for any such breaches, defaults or violations that, individually or in the aggregate, would not reasonably be expected to be material to the Business.

(c) Except as set forth in Schedule 5.10(c), none of the Selling Entities is a party to any master service agreements, umbrella agreements or similar agreements pursuant to which the Selling Entities have purchased goods or services valued in excess of $500,000 within the past twelve (12) months; provided, that (i) underlying purchase orders, sale orders or other similar documents, (ii) any agreements they may not be assumed and assigned pursuant to sections 363 and 365 of the Bankruptcy Code or which are not otherwise available to be included in the Assumed Agreements and Assumed Real Property Leases (including any agreements for professional services in connection with the Chapter 11 Cases or the transactions contemplated by this Agreement) and (iii) agreements between any Selling Entity, on the one hand, and any other Selling Entity, on the other hand, need not be disclosed for the purposes of this Section 5.10(c).

5.11 Employee Benefit Plans.

(a) The term "Company Benefit Plan" means any (i) plan providing benefits to employees of the Selling Entities including any "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA), (ii) all other bonus, equity-based, incentive, profit-sharing, deferred compensation, PTO, medical, dental, vision, prescription or fringe benefits, perquisites, life insurance, disability, pension, retirement, retiree medical, supplemental retirement, supplemental unemployment, salary continuation, severance, transaction bonus, education assistance or similar plans, agreements, policies, programs or arrangements (excluding any plans, agreements, policies, programs or arrangements mandated by applicable Law), and (iii) employment agreements, in each case that is entered into, sponsored, maintained, contributed to or required to be entered into, sponsored, maintained or contributed to by any Selling Entity or any ERISA Affiliate of a Selling Entity or Imerys USA for the benefit of any current or former employee, officer or director of any Selling Entity (each, a "Service Provider") or his or her beneficiaries, in which any Service Provider or his or her beneficiaries participates or is eligible to participate, or in respect of which any Selling Entity has any Liability. Schedule 5.11(a) contains a list of each Company Benefit Plan as of the date of this Agreement that covers any Service Provider primarily based in the United States (the "U.S. Benefit Plans"). Schedule 5.11(a) contains a list of each Company Benefit Plan (other than employment agreements that do not deviate in any material respect from any template employment agreement listed on Schedule 5.11(a)) that as of the date of this Agreement is sponsored by Imerys Talc Canada Inc. and covers only Service Providers of Imerys Talc Canada Inc. and their beneficiaries (the "ITC Benefit Plans").

(b) With respect to each Company Benefit Plan, the Selling Entities (as applicable) have made available to the Buyer copies of the following, to the extent applicable: (i) the text of each such Company Benefit Plan, including all amendments thereto, (ii) each trust, insurance, annuity or other funding Contract related thereto and all supporting policies and governance documents, (iii) copies of all Contracts with service providers and third-party administrators, (iv) the most recent summary plan description, including any summary of material modifications required under ERISA with respect to any U.S. Benefit Plan, (v) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto, (vi) evidence of registration and the most recently received IRS determination or opinion letter, if any, issued by the applicable Governmental Body, including the IRS with respect to any such U.S. Benefit Plan that is intended to qualify under Section 401(a) of the Code, and (vi) the most recent annual information report, including on Form 5500 (and all schedules thereto) required to be filed with the applicable Governmental Body with respect thereto.

(c) As of the date of this Agreement (i) each Company Benefit Plan has been established, operated, administered, funded and invested in all material respects in accordance with its terms, the terms of any applicable Collective Bargaining Agreement and the applicable provisions of ERISA, the Code, the PBA, the ITA and other applicable Laws, (ii) each Company Benefit Plan that is intended to be qualified for favorable tax treatment under applicable Law, including under Section 401(a) of the Code for each U.S. Benefit Plan, has timely received or applied for a favorable determination letter or registration or is entitled to rely on a favorable opinion letter from the applicable Governmental Body, including the IRS for each U.S. Benefit Plan, in either case, that has not been revoked, (iii) to the Knowledge of Seller, no event or

circumstance exists that has adversely affected or would reasonably be expected to adversely affect such qualification or exemption, and (iv) if required under applicable Laws to be funded and/or book-reserved, each Company Benefit Plan is funded and/or book reserved, as appropriate, to the extent so required by applicable Laws.

(d) Except as set forth on Schedule 5.11(d), no Company Benefit Plan provides post-retirement medical, life insurance or other welfare-type benefits, except health continuation coverage required to comply with COBRA or any similar Law. None of the ITC Benefit Plans is a "multi-employer pension plan" or a "multi-employer plan" for purposes of the PBA, or a "retirement compensation arrangement" for purposes of Section 248(1) of the Tax Act.

(e) Except as set forth on Schedule 5.11(e), with respect to each Company Benefit Plan that is a Company Pension Plan or a Multiemployer Plan that is or is required to be sponsored, maintained or contributed to, or has been sponsored, maintained or contributed to or required to be maintained or contributed to within the six years prior to the date of this Agreement, by the Selling Entities: (i) no withdrawal liability, including, within the meaning of Section 4201 of ERISA, has been incurred, which withdrawal liability has not been satisfied, and (ii) no condition exists or event or transaction has occurred with respect to any such plan or any such plan of an ERISA Affiliate that could reasonably be expected to result in the Buyer or any of its Affiliates incurring any Liability, fine or penalty.

(f) Except as disclosed in Schedule 5.11(f), with respect to any Company Benefit Plan, (i) no actions, suits or claims (other than routine claims for benefits in the Ordinary Course of Business) are pending or, to the Knowledge of Seller, threatened that would result in a material liability to any Selling Entity in respect of such plan, (ii) to the Knowledge of Seller, no facts or circumstances exist that would reasonably be expected to give rise to any such actions, suits or claims, and (iii) no investigation, audit or other administrative proceeding by the Department of Labor, the IRS, Canada Revenue Agency, Financial Services Regulatory Authority of Ontario or any other Governmental Bodies are pending, or, to the Knowledge of Seller, threatened, including with respect to the wind up of any Company Pension Plan.

(g) With respect to any Service Provider, except for the Company Incentive Payments or as set forth on Schedule 5.11(g), neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated by this Agreement (whether alone or in connection with any other events(s)) will (i) accelerate the time of payment or vesting or increase benefits or the amount payable under any Company Benefit Plan, (ii) trigger any funding (through a grantor trust or otherwise) of compensation, equity award or other benefits, or (iii) result in the payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment," as defined in Section 280G(b)(1) of the Code. No current or former Service Provider is entitled to receive any gross-up or additional payment in connection with any Tax, including as required by Section 409A or Section 4999 of the Code.

(h) This Section 5.11 represents the sole and exclusive representation and warranty of the Selling Entities regarding Company Benefit Plans and any liabilities with respect thereto.

5.12 Labor.

(a) Except as set forth on Schedule 5.12(a), no Selling Entity is a party to, or bound by any collective bargaining agreement (each, a "Collective Bargaining Agreement"), contract, commitment to pay any management fee or other arrangement or understanding with a labor union or a labor organization.

(b) Except as set forth in Schedule 5.12(b), there are (i) no current strikes, work stoppages, work slowdowns, lockouts or other material labor disputes pending or, to the Knowledge of Seller, threatened, against any Selling Entity and no such disputes have occurred within the past three (3) years, (ii) no union or employee bargaining or similar organizing activities are pending or, to the Knowledge of Seller, threatened involving any Service Provider or group of Service Providers or (iii) arbitrations, material grievances or unfair labor practice charges or complaints pending as of the date of this Agreement or, to the Knowledge of Seller, threatened as of the date of this Agreement by or on behalf of any employee or group of employees of any Selling Entity.

(c) With respect to any Service Provider, no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent: (i) holds bargaining rights by way of certification, interim certification, voluntary recognition, designation or successor rights, except in respect of the Collective Bargaining Agreements; (ii) has applied to be certified as the bargaining agent, except in respect of the Collective Bargaining Agreements; or (iii) has applied to have any Selling Entity declared a related employer or successor employer pursuant to applicable labor legislation. No decertification activities are underway with respect to any Selling Entity and no such activities have occurred within the past three (3) years.

(d) The Selling Entities are in compliance in all material respects with all applicable Laws relating to employment or labor, and are not liable for any arrears of wages, other compensation or benefits (other than such Liabilities that have been incurred in the Ordinary Course of Business of the Selling Entities), or any Taxes or penalties for failure to comply with any of the foregoing. Except as set forth on Schedule 5.12(d), as of the date of this Agreement, there are no Legal Proceedings, pending or threatened before the U.S. National Labor Relations Board, the Ontario Labour Relations Board, the U.S. Equal Employment Opportunity Commission, the Ontario Human Rights Tribunal, the Ontario Pay Equity Commission, the Ontario Pay Equity Hearings Tribunal, the U.S. Department of Labor, the Ontario Ministry of Labour, the U.S. Department of Justice, the U.S. Occupational Health and Safety Administration or any other Governmental Body with respect to or relating to the employment of the employees of any Selling Entity. Except as would not reasonably be expected to result in material Liability to the Buyer or its Affiliates, no Service Provider has been unlawfully excluded from participation in any Company Benefit Plan and, to the Knowledge of Seller, no claim of sexual or other unlawful harassment or discrimination have been made against the Selling Entities with respect to any Service Provider.

(e) Schedule 5.12(e) sets forth a complete and correct list of all current Service Providers and individuals who contract independently their services to the Selling Entities as follows: (i) for Service Providers who are employees (without names or other personal identifying information): title or position; status (part-time or full-time, exempt or non-exempt from overtime

requirements); whether paid on a salaried, hourly or other basis; current base salary or wage rate; current target bonus; start date; service reference date (if different from the start date); work location (city and state/province); annual vacation, amount of PTO and paid sick leave entitlements by category; and an indication of whether or not such employee is on leave of absence; and (ii) for other individuals who perform contractual services for the Selling Entities: name; function; work location (city and state/province); hourly pay rate or other compensatory arrangement; date the individual first commenced providing services; regular hours per work week; term of engagement; whether individual is providing services pursuant to written contract and, if so, the applicable contract; and the total amount paid by the Selling Entities to such Person in 2020. To the Knowledge of Seller, all such persons are authorized to work in their respective jurisdictions.

5.13 Litigation. Except as set forth on Schedule 5.13, other than (a) in connection with the Chapter 11 Cases or the Canadian Proceeding, and (b) Legal Proceedings relating to the Talc Personal Injury Claims, as of the date of this Agreement, there are no Legal Proceedings pending or, to the Knowledge of Seller, threatened against any Selling Entity that, if adversely determined, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. Except for Orders related to the Legal Proceedings described in clause (b) above, the Selling Entities and are not subject to any Orders that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

5.14 Compliance with Laws; Permits.

(a) The Selling Entities are in compliance in all material respects with all Laws applicable to their respective businesses or operations. Except as set forth on Schedule 5.14, no Selling Entity has received any written notice of or been charged with non-compliance of any such Laws, except where such violation, individually or in the aggregate, is not material.

(b) The Selling Entities have made available to the Buyer copies of all material Permits necessary for the operation of the Business as presently conducted. The Selling Entities currently have and are in compliance in all material respects with all Permits necessary for the operation of the Business, and no event has occurred that, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision any of such Permits.

5.15 Environmental Matters.

(a) Except as set out in Schedule 5.15(a)

(i) the Selling Entities are, and have been since January 1, 2018, in compliance in all material respects with all applicable Environmental Laws, which compliance includes obtaining, maintaining and complying in all material respects with all Permits required under applicable Environmental Laws. No Selling Entity is subject to any Permits or Environmental Laws that require: (A) any material work, repairs, construction, change, or modification in business practices or operations; or (B) any material expenditures, including capital expenditures, for facility upgrades, environmental investigation, remediation expenditures, closure or rehabilitation expenditures or any other similar expenditures, except, in the case of each of (A) and (B), for those in the Ordinary Course of Business, including mine closure obligations;

(ii) as of the date of this Agreement, and except for the Talc Personal Injury Claims, no Selling Entity is subject to any pending claims, Legal Proceedings, Orders, or to the Knowledge of Seller, has received notice of, or written request concerning, any threatened claim that would reasonably be expected to result in any Selling Entity incurring any material Liability or Legal Proceeding alleging non-compliance by any Selling Entity in a material respect with any applicable Environmental Law;

(iii) as of the date of this Agreement, there are no current or pending, or to the Knowledge of Seller, threatened, governmental investigations of the Business or of any Selling Entity that would reasonably be expected to result in the Business or any Selling Entity incurring any material Liability arising from noncompliance with applicable Environmental Laws;

(iv) No Selling Entity nor, to the Knowledge of Seller, any predecessor of the Selling Entities with respect to whom any Selling Entity is liable, has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, or exposed any Person to, any Hazardous Materials, at any location or owned or operated any property or Facility contaminated by any Hazardous Materials, in a manner so as to give rise to any current material Liabilities pursuant to any Environmental Law;

(v) To the Knowledge of Seller, there are no (A) facts, circumstances, or conditions existing currently which would reasonably be expected to subject any of the Selling Entities to material damages, losses, penalties, fines, injunctive relief or cleanup costs under any Environmental Laws, or which require or are reasonably expected to require material cleanup, removal, rehabilitation, remedial action or other response by any of them pursuant to applicable Environmental Laws; and (B) judgments, decrees, orders, requirements or citations related to or arising out of applicable Environmental Laws to which any of the Selling Entities is subject or bound that would be expected to result in any Selling Entity incurring any material Liability, except in the Ordinary Course of Business, and none of the Selling Entities has not been named or listed as a potentially responsible party by any Governmental Body in a material matter arising under any Environmental Law.

(b) The Selling Entities have made available to the Buyer copies of all material studies, audits, assessments, reports or documents, dated as of January 1, 2016 or later, concerning compliance with, or liability or obligations under, any Environmental Laws affecting any Selling Entity, to the extent such documents are in the possession of any Selling Entity, and to the Knowledge of Seller, there are no other material studies, audits, assessments, reports or documents which have not been made available to the Buyer.

This Section 5.15 constitutes the sole and exclusive representation and warranty with respect to Environmental Laws and any and all Environmental and natural resource matters.

5.16 Affiliate Transactions. Except (a) as set forth on Schedule 5.16 and (b) as to matters relating to labor and employment matters addressed in Section 5.11, no Selling Entity is party to any Material Contract with any (y) officer or director or (z) any Affiliate of any Selling Entity.

5.17 Financial Advisors. Except for the financial advisors set forth on Schedule 5.17 (the "Financial Advisors"), no Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Selling Entities in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment from the Buyer or the Selling Entities in respect thereof.

5.18 Insurance. Schedule 5.18 lists each material insurance policy currently in effect and issued to, or maintained by, any Selling Entity as of the date of this Agreement (other than any insurance policy funding a Company Benefit Plan) (the "Insurance Policies") and a true and complete copy of each such policy has been made available to the Buyer prior to the date of this Agreement. All of the Insurance Policies are in full force and effect, and no Selling Entity is in material default with respect to any of its obligations under any of such Insurance Policies. To the Knowledge of Seller, as of the date of this Agreement, (a) there is no threatened termination of such policies and (b) there is no material claim pending regarding any Selling Entity under any of such policies as to which coverage has been denied by the underwriters of such policies.

5.19 Title to Assets; Sufficiency of Assets. The Selling Entities have good and valid title to, or, in the case of leased assets, have good and valid leasehold interests in or rights to use, all material tangible personal property included in the Purchased Assets. Except (a) for Excluded Assets, or (b) as set forth in Schedule 5.19, the Purchased Assets (together with the services under the Transition Services Agreement and rights under other Transaction Documents and the other agreements identified in Schedule 5.19) constitute all of the assets, tangible and intangible, necessary for operation of the Business in the manner presently conducted. Subject to the entry of the Sale Order and the Recognition Order, immediately following the Closing, the Buyer shall have the right to use all of the Purchased Assets free and clear of any Interests (except Permitted Liens and Assumed Liabilities). The tangible Purchased Assets are in good operating condition and repair (except ordinary wear and tear) and are fit for use in the Ordinary Course of Business.

5.20 Inventory. All Inventory is in good and merchantable quality and is usable or saleable in the Ordinary Course of Business and, in all material respects, none of it is slow moving, obsolete, materially damaged or materially defective, except for those items the value of which has been reduced in accordance with GAAP and the Selling Entities' Inventory policies consistently applied, less reserves for obsolescence.

5.21 Indigenous Peoples. Except as set out in Schedule 5.21, no Selling Entity (i) is a party to any written agreement with any indigenous peoples in relation to its Facilities or the Business; (ii) has engaged or is currently involved in any disputes, substantive discussions or negotiations with indigenous peoples in relation to the Facilities, Mineral Rights or the Business; and (iii) has received notice of any claim for which it has been served, either from indigenous peoples or any Governmental Body alleging that the Facilities of the Selling Entity or the Business has in any way infringed upon or has an adverse effect on the rights or interests of any indigenous peoples.

5.22 Anti-Corruption.

(a) None of the Selling Entities nor any of their directors, officers or employees or, to the Knowledge of Seller, no person on behalf of any of the Selling Entities, has knowingly

offered or given anything of value to any official of a Governmental Body, any political party or official thereof or any candidate for political office, for the purpose of any of the following:

(i) influencing any action or decision of such person, in such person's official capacity, including a decision to fail to perform such person's official function in order to obtain or retain an advantage in the course of business;

(ii) inducing such person to use such person's influence with any Governmental Body to affect or influence any act or decision of such Governmental Body to assist any of the Selling Entities in obtaining or retaining business for, with, or directing business to, any person or otherwise to obtain or retain an advantage in the course of business; or

(iii) where such payment would constitute a bribe, rebate, payoff, influence payment, kickback or illegal or improper payment to assist any of the Selling Entities in obtaining or retaining business for, with, or directing business to, any person.

(b) There have been no actions taken by any of the Selling Entities, or, to the Knowledge of Seller, any persons on behalf of any of them, that would cause any Selling Entity to be in violation in any material respect of the *Corruption of Foreign Public Officials Act* (Canada) or the Foreign Corrupt Practices Act of 1977 (United States) (collectively, the "Corruption Acts") or any similar legislation in any jurisdiction in which Selling Entities conduct their business and to which any of them are subject and the Selling Entities have policies and procedure in place in respect thereof.

(c) The financial records of the Selling Entities have at all times been maintained in compliance in all material respects with the Corruption Acts.

(d) To the Knowledge of Seller, there are no active proceedings or investigations under the Corruption Acts or any similar legislation in any jurisdiction in which any Selling Entity operates, against any of the Selling Entities, nor against any of their respective directors, officers, employees, or to the Knowledge of Seller, threatened against any of the Selling Entities or any of their respective directors, officers and employees.

5.23 Anti-Money Laundering. The operations of the Selling Entities are, and have been conducted at all times, in compliance in all material respects with the financial record-keeping and reporting requirements of the anti-money laundering and anti-terrorism statutes of all applicable jurisdictions, including the Bank Secrecy Act (Unites States) and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (collectively, the "Money Laundering Laws"), and no action, suit, proceeding or investigation by or before any Governmental Body involving any of the Selling Entities with respect to the Money Laundering Laws is pending or, to the Knowledge of Seller, threatened.

5.24 Competition Act (Canada). The aggregate value of the Purchased Assets in Canada and the annual gross revenues generated from the Purchased Assets in Canada do not exceed, in either case, C$96 million as determined pursuant to subsection 110 of the Competition Act (Canada) and the regulations thereto.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Selling Entities that:

6.1 Organization and Good Standing. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement. The Buyer has all requisite corporate power and authority to execute and deliver the Transaction Documents to be executed by the Buyer in connection with the consummation of the transactions contemplated thereby and to consummate the transactions contemplated thereby. The execution and delivery of this Agreement and each Transaction Document and the consummation of the transactions contemplated thereby have been duly and validly authorized by all requisite corporate actions on behalf of the Buyer. This Agreement has been, and each of the other Transaction Documents will be at or prior to the Closing, duly and validly executed and delivered by the Buyer and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each other Transaction Document when so executed and delivered will constitute, the legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with its respective terms, in each case, subject to applicable Bankruptcy Exceptions.

6.3 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by the Buyer of the Transaction Documents, the consummation of the transactions contemplated thereby, or compliance by the Buyer with any of the provisions thereof will conflict with, result in any violation of or default (with or without notice or lapse of time, or both) under, give rise to a right of termination or cancellation under, require a consent, notice or waiver under, require the payment of a penalty or increased liabilities or fees or the loss of a benefit under or result in the imposition of any Lien under, any provision of (i) the certificate of incorporation, bylaws or other governing documents of each of the Buyer; (ii) any Contract or Permit to which the Buyer is a party or by which any of the properties or assets of the Buyer are bound; (iii) any Order applicable to the Buyer or by which any of the properties or assets of the Buyer are bound; or (iv) any applicable Law.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Body is required on the part of the Buyer in connection with the execution and delivery of the Transaction Documents or the compliance by the Buyer with any of the provisions thereof, or the consummation of the transactions contemplated thereby, except for (i) compliance with the applicable requirements of the HSR Act and any other applicable Competition Laws, (ii) the CFIUS Approval, (iii) entry by the Bankruptcy Court of the Sale Order, (iv) a filing of a Notice of Investment under the Investment Canada Act within thirty (30) days of the Closing Date, and (v) entry of the Recognition Order by the Canadian Court.

6.4 Sales Tax. The Buyer (or the Affiliate hereof to which the assets of Imerys Talc Canada Inc. will be assigned) is (or will be at Closing) registered under the ETA and the corresponding provisions of any applicable provincial sales or value-added tax laws, as applicable, with respect to ETA Tax or any applicable similar provincial or retail sales tax. The Buyer has provided (or will provide at Closing) Imerys Talc Canada Inc. with its registration numbers for such taxes.

6.5 Financial Ability. As of the date of this Agreement, the Buyer has received and delivered to the Selling Entities an executed debt commitment letter, dated as of the date hereof (including all exhibits, schedules and annexes thereto and any associated fee letter, collectively, as amended, the "Commitment Letter"), from the Bank of Nova Scotia ("Lender"), pursuant to which Lender has committed, subject solely to the terms and conditions set forth therein, to provide to the Buyer the amount of debt financing set forth therein (the "Financing"), in each case, solely for the Financing Purposes. A true and complete copy of the Commitment Letter (other than the fee letter referred to in the Commitment Letter, which is addressed below) has been previously provided to the Selling Entities, and the Commitment Letter has not been amended or modified in any manner prior to the date of this Agreement. The Buyer has fully paid any and all commitment fees or other fees required by the Commitment Letter to be paid on or before the date hereof and will pay all additional fees as they become due. As of the date hereof, the Commitment Letter is a legal, valid, binding and enforceable obligation of the Buyer and, to the knowledge of the Buyer, each other party thereto, except as enforceability is subject to applicable Bankruptcy Exceptions, and in full force and effect, has not been amended, modified, withdrawn, terminated or rescinded in any respect, and does not contain any material misrepresentation by the Buyer and no event has occurred which (with or without notice, lapse of time or both) would reasonably be expected to constitute a breach thereunder on the part of the Buyer. No amendment or modification to, or withdrawal, termination or rescission of, the Commitment Letter is currently contemplated, and the commitments contained in the Commitment Letter have not been withdrawn or rescinded in any respect. Assuming the Financing is consummated in accordance with the terms of the Commitment Letter and the satisfaction of the conditions set forth in Article VIII, the aggregate proceeds contemplated by the Commitment Letter (both before and after giving effect to the exercise of any or all "market flex" provisions related thereto), together with available cash of the Buyer, will be sufficient for the Buyer to consummate the transactions contemplated by this Agreement on the terms and subject to the conditions set forth herein, and to satisfy all of the obligations of the Buyer under this Agreement, including (x) paying the Cash Purchase Price at Closing, (y) paying all Cure Payments required to be paid by the Buyer under this Agreement and (z) paying all fees and expenses of the Buyer and its Affiliates (and to the extent the Buyer is responsible therefor under this Agreement, any other Person) related to the transactions contemplated by this Agreement, including the Financing (collectively, the "Financing Purposes"). Except for the fee letter referred to in the Commitment Letter (a true and complete copy of which fee letter has been provided to the Selling Entities, with only fee amounts, other economic terms and "market flex" items redacted in a customary manner), as of the date hereof, there are no side letters or other agreements, contracts, arrangements or understandings related to the funding or investing, as applicable, of the Financing other than as expressly set forth in the Commitment Letter. Neither the fee letter referred to in the Commitment Letter nor any other Contract between Lender, on the one hand, and the Buyer or any of its Affiliates, on the other hand, contains any conditions precedent or other contingencies (x) related to the funding of the full amount of the Financing or any provisions that could reduce the aggregate amount of the Financing set forth in

the Commitment Letter or the aggregate proceeds contemplated by the Commitment Letter or (y) that could otherwise adversely affect the conditionality, enforceability or availability of any Commitment Letter with respect to all or any portion of the Financing. The Buyer understands and acknowledges that under the terms of this Agreement, the Buyer's obligation to consummate the transactions contemplated by this Agreement is not in any way contingent upon or otherwise subject to the Buyer's consummation of any financing arrangements, the Buyer's obtaining of any financing or the availability, grant, provision or extension of any financing to the Buyer. As of the date hereof, the Buyer (A) is not in breach of any of the terms or conditions set forth in the Commitment Letter and no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach on the part of the Buyer or, to the knowledge of the Buyer, any other party thereto under any term or condition of the Commitment Letter or (B) has any reason to believe that any of the conditions to the Financing would not be expected to be satisfied on a timely basis or that the Financing would not be expected to be available to the Buyer on the date on which the Closing should occur pursuant to Section 4.1. To the extent this Agreement must be in a form acceptable to the Lender, the Lender has approved this Agreement.

6.6 Litigation. There are no Legal Proceedings pending or, to the knowledge of the Buyer, threatened against the Buyer or any of their respective executive officers relating to the Buyer that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on, or that are reasonably expected to prohibit or restrain, the ability of the Buyer to enter into the Transaction Documents or consummate the transactions contemplated thereby. The Buyer is not subject to any Orders that, individually or in the aggregate, would reasonably be expected to have a material adverse effect, or that are reasonably expected to prohibit or restrain, the ability of the Buyer to enter into the Transaction Documents or consummate the transactions contemplated thereby.

6.7 Financial Advisors. No Person, other than Citigroup Global Markets Inc., is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Buyer.

6.8 [Reserved.]

6.9 Solvency. The Buyer is not entering into this Agreement or the transactions contemplated hereby with the actual intent to hinder, delay or defraud either present or future creditors. Assuming that the representations and warranties of the Selling Entities contained in this Agreement are true and correct in all material respects, and after giving effect to the transactions contemplated by this Agreement, at and immediately after the Closing, the Buyer: (a) will be solvent (in that both the fair value of its assets will not be less than the sum of its debts and that the present fair saleable value of its assets will not be less than the amount required to pay its probable liability on its recourse debts as they mature or become due); (b) will have adequate capital and liquidity with which to engage in its business; and (c) will have the ability to pay its debts and liabilities as they become due. The representation set forth in this Section 6.9 shall survive the Closing Date and shall continue in full force and effect in accordance with its terms.

6.10 Purchased Assets "AS IS;" Certain Acknowledgements.

(a) The Buyer (i) is experienced in the evaluation, purchase, ownership and operation of assets of the types and natures consistent with those used in the operation of the Business and the Purchased Assets and is aware of the risks associated with the purchase, ownership and operation of such assets and interests related thereto, (ii) is capable of evaluating, and hereby acknowledges that it has so evaluated, the merits and risks of the Purchased Assets, ownership and operation thereof and its obligations hereunder, and (iii) is able to bear the economic risks associated with the Purchased Assets, ownership and operation thereof and its obligations hereunder. The Buyer agrees, warrants and represents that (A) the Buyer is purchasing the Purchased Assets on an "AS IS" and "WITH ALL FAULTS" basis based solely on the Buyer's own investigation of the Purchased Assets and the express representations and warranties contained in Article V and (B) neither the Selling Entities or their Affiliates nor any of the Representatives of the Selling Entities or such Affiliates has made, and the Buyer hereby disclaims reliance upon, any warranties, representations or guarantees, express, implied or statutory, written or oral, respecting the Purchased Assets, the Assumed Liabilities or the Business, or the physical condition of the Purchased Assets other than the express representations and warranties contained in Article V. The Buyer further acknowledges that the consideration for the Purchased Assets specified in this Agreement has been agreed upon by the Selling Entities and the Buyer after good-faith arms-length negotiation in light of the Buyer's agreement to purchase the Purchased Assets "AS IS" and "WITH ALL FAULTS." The Buyer agrees, warrants and represents that, except for the express representations and warranties contained in Article V, the Buyer has relied, and shall rely, solely upon its own investigation of all such matters, and that the Buyer assumes all risks with respect thereto. EXCEPT AS SET FORTH IN Article V, THE SELLING ENTITIES MAKE NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO THE SELLING ENTITIES, THE BUSINESS, THE PURCHASED ASSETS, THE ASSUMED LIABILITIES, AND THE TRANSACTIONS CONTEMPLATED HEREBY.

(b) The Buyer acknowledges and agrees that it (i) has had an opportunity to discuss the Selling Entities, the Business, the Purchased Assets, the Assumed Liabilities and the transactions contemplated hereby with the management of the Selling Entities and has been afforded the opportunity to ask questions of and receive answers from management of the Selling Entities, (ii) has had reasonable access to the personnel, properties, premises, Books and Records of the Selling Entities, and (iii) has conducted its own independent investigation of the Selling Entities, the Business, the Purchased Assets, the Assumed Liabilities, and the transactions contemplated hereby. In connection with the investigation by the Buyer, the Buyer has received or may receive from the Selling Entities certain projections, forward-looking statements and other forecasts and certain business plan information. Other than the express representations and warranties contained in Article V, the Buyer acknowledges and agrees that neither the Selling Entities nor any other Person will have or be subject to any Liability or indemnification obligation to the Buyer or any other Person resulting from the distribution to, or use by, the Buyer or any of its Affiliates or any of the Buyer's Representatives of, and the Buyer hereby disclaims reliance upon, any information provided to the Buyer or any of its Affiliates or any of the Buyer's Representatives by the Selling Entities or any of the Selling Entities' Representatives, including any information, documents, projections, forward-looking statements, forecasts or business plans

or any other material made available in any "data room," any confidential information memoranda or any management presentations in expectation of or in connection with the transactions contemplated by this Agreement.

(c) Except for the express representations and warranties contained in Article V, the Buyer acknowledges that none of the Selling Entities nor any other Person on behalf of any Selling Entity makes any express or implied representation or warranty with respect to the Selling Entities, the Business, the Purchased Assets, the Assumed Liabilities, or the transactions contemplated hereby, or with respect to any information provided to the Buyer or any of its Affiliates or Representatives, and the Buyer hereby disclaims reliance upon any other representations or warranties made by the Selling Entities, or any other Person with respect to the execution and delivery of this Agreement, the Selling Entities, the Business, the Purchased Assets, the Assumed Liabilities and the transactions contemplated hereby. The Buyer has not relied on any representation, warranty or other statement by any Person on behalf of the Selling Entities, other than the express representations and warranties of the Selling Entities expressly contained in Article V. The Buyer acknowledges and agrees that the representations and warranties set forth in Article V are made solely by the Selling Entities, and no Affiliate of the Selling Entities, no Representative of the Selling Entities or other Person shall have any responsibility or Liability related thereto.

ARTICLE VII
COVENANTS OF THE PARTIES

7.1 Access to Information. Prior to the Closing Date and subject to applicable Laws and Section 7.6, the Buyer shall be entitled, through its authorized Representatives, to have such reasonable access to the Senior Management Team and other key senior employees with the consent of the Senior Management Team (not to be unreasonably withheld, conditioned or delayed), properties, Books and Records and as the Buyer reasonably requests upon reasonable notice in connection with the Buyer's efforts to consummate the transactions contemplated by this Agreement. Any such access and examination shall be conducted during regular business hours, shall not unreasonably interfere with the operation of the Selling Entities' businesses, shall be subject to restrictions under applicable Law, and in connection with any such access and examination, the Buyer and its Representatives shall cooperate with the Selling Entities and their Representatives. Notwithstanding anything herein to the contrary, no such access or examination shall be permitted to the extent that it would (a) unreasonably disrupt the operations of the Selling Entities or (b) require the Selling Entities to disclose information subject to attorney-client privilege or conflict with any confidentiality obligations to which the Selling Entities are bound. Notwithstanding anything to the contrary contained herein, prior to the Closing, (i) without the prior written consent of the Selling Entities, the Buyer and its Representatives shall not contact or communicate with the employees, customers, suppliers, independent contractors, landlords, lessors, banks and or other business relations of the Selling Entities in connection with, or relating in any way to, the transactions contemplated hereby, and provided that the Selling Entities shall have the right to have a representative present during any such contact in the event that it consents to such contact and (ii) the Buyer shall have no right to perform invasive or subsurface investigations of the properties or Facilities of the Selling Entities without the prior written consent of the Selling Entities (which consent may be withheld for any reason).

7.2 Conduct of the Business Pending the Closing.

(a) Prior to the Closing, except (i) as set forth on Schedule 7.2(a), (ii) as required by applicable Law or any Order of the Bankruptcy Court (or as reasonably necessary in connection with the Chapter 11 Cases or the Auction) or the Canadian Court (or as reasonably necessary in connection with the Canadian Proceeding), (iii) as otherwise contemplated by this Agreement, or (iv) with the prior written consent of the Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), each Selling Entity shall use commercially reasonable efforts to:

(i) conduct the respective businesses of the Selling Entities in the Ordinary Course of Business; and

(ii) consistent with past practice (A) preserve the present business operations, organization and goodwill of the Selling Entities and (B) keep available the services of its current employees and preserve the present relationships with its customers, distributors, suppliers and other Persons with whom or with which it has business relations; *provided* that the Selling Entities shall not be required to keep available the services of, and shall be permitted to restrict the activities of or adjust the services performed by, their employees to the extent reasonably determined by the Senior Management Team to be necessary as a result of events and circumstances related to COVID-19.

(b) Prior to the Closing, except (i) as set forth on Schedule 7.2(b), (ii) as required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement, or (iv) with the prior written consent of the Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), each Selling Entity shall not:

(i) effect any recapitalization, reclassification or like change in the capitalization of the Selling Entities;

(ii) amend the organizational documents of any Selling Entity, except as otherwise required pursuant to the Plan;

(iii) except as required by any Company Benefit Plan as of the date of this Agreement or as provided in any incentive retention program or similar arrangement approved by the Bankruptcy Court or the Canadian Court or in the Ordinary Course of Business and would not reasonably be expected to result in a Liability of the Buyer or any of its Affiliates, (A) increase the level of compensation payable or to become payable to any Service Provider (other than merit-based and promotion-based pay increases in the Ordinary Course of Business and consistent with the Selling Entities' budget) on an annual basis prior to such increase), (B) enter into, adopt or materially modify or amend any Company Benefit Plan that is not an employment agreement, or (C) enter into any employment, consulting or similar agreement (or amend any such agreement) to which any Selling Entity is a party or involving any employee or director (other than entry into standard employment agreements on a form disclosed on Schedule 5.11(a) with Canadian employees in the Ordinary Course of Business or to fill positions open as of the date of this

Agreement in the Ordinary Course of Business) of any Selling Entity that would be a Company Benefit Plan if it were in existence as of the date of this Agreement;

(iv) form, organize, incorporate or otherwise create any new Subsidiary, acquire any Person or any division or business of any Person, sell, assign, transfer, convey or otherwise dispose of any division or business of the Selling Entities, or enter into any new line of business or discontinue any line of business;

(v) make any loan, advance or capital contribution to or investment in any Person (other than (A) loans, advances or capital contributions to or investments in a Selling Entity and (B) routine advances to employees for travel expenses and/or sales commissions in the Ordinary Course of Business);

(vi) compromise, settle, pay or discharge any Claim or Legal Proceeding (exclusive of attorney's fees and amounts covered by insurance) in excess of $100,000, other than (A) any Tax matters (which are exclusively covered by Section 7.2(b)(ix); (B) any Talc Personal Injury Claim; (C) Claim related to any Excluded Assets or Excluded Liabilities; and (D) any other Legal Proceeding set forth on Schedule 7.2(b)(vi));

(vii) enter into, materially modify or terminate any labor or Collective Bargaining Agreement or, through negotiations or otherwise, make any commitment or incur any Liability to any labor organizations to the extent it would reasonably be expected to result in a Liability of the Buyer or any of its Affiliates;

(viii) enter into or modify any material Contract with any Affiliate of the Selling Entities (other than with any Selling Entity), other than as otherwise permitted by Section 7.2(b)(iii);

(ix) except in the Ordinary Course of Business or as would not be reasonably expected to result in a Lien upon the Purchased Assets (other than a Permitted Lien), make, change or rescind any election relating to material Taxes, change any method of Tax accounting in respect of material Taxes, file any materially amended Tax Return in respect of material Taxes, or settle or compromise any Claim, investigation, audit or controversy relating to a material amount of Taxes;

(x) except to the extent required by GAAP, make any material change to any of its methods of accounting or methods of reporting revenue and expenses or accounting practices, policies or procedures;

(xi) enter into any joint venture or similar agreement (other than distribution agreements and reseller agreements in the Ordinary Course of Business);

(xii) grant any Lien (other than Permitted Liens) on any asset or properties (whether tangible or intangible) of any Selling Entity;

(xiii) sell, transfer or otherwise dispose of, encumber, or take or fail to take any action that would reasonably be expected to result in, any loss, lapse, abandonment, expiration, invalidity or unenforceability of, any material Seller Intellectual

Property, other than (y) in the Ordinary Course of Business including, for example, expirations of Intellectual Property in accordance with their applicable statutory term, and (z) non-exclusive licenses of Seller Intellectual Property entered into in the Ordinary Course of Business, which shall include any non-exclusive licenses of Seller Intellectual Property to customers, resellers and distributors in connection with the sale or license of products or services;

(xiv) other than in the Ordinary Course of Business, sell, lease, exclusively license, transfer, exchange or swap, mortgage or otherwise encumber (including securitizations), or subject to any Lien (other than a Permitted Lien) or otherwise dispose of, any material properties or assets of the Selling Entities used in the Business, except (A) pursuant to existing Contracts in effect prior to the APA Effective Date disclosed to the Buyer under this Agreement, (B) as may be required by applicable Law or any Governmental Body in order to permit or facilitate the consummation of the transactions contemplated by this Agreement and (C) dispositions of obsolete equipment and Inventory in the Ordinary Course of Business;

(xv) modify, amend, terminate or waive any material rights under any Material Contract or enter into any Contract outside of the Ordinary Course of Business that would reasonably be expected to be a Material Contract if in effect on the APA Effective Date;

(xvi) change in any material respect the policies or practices regarding accounts receivable or accounts payable except as required by GAAP; or

(xvii) agree or commit to do anything prohibited by this Section 7.2(b).

(c) If any Selling Entity receives insurance proceeds for a casualty loss incurred with respect to any Purchased Asset prior to the Closing, such Selling Entity shall use commercially reasonable efforts to use such proceeds to repair or replace such damaged or destroyed Purchased Asset prior to the Closing.

The Buyer acknowledges and agrees that: (A) nothing contained in this Agreement shall give the Buyer, directly or indirectly, the right to control or direct the operations of any Selling Entity prior to the Closing, (B) prior to the Closing, each Selling Entity shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its respective operations, (C) notwithstanding anything to the contrary set forth in this Agreement, no consent of the Buyer shall be required with respect to any matter set forth in this Section 7.2 or elsewhere in this Agreement to the extent the requirement of such consent would, upon advice of the Selling Entities' counsel, violate any Law and (D) nothing contained in this Agreement shall restrict any of the Selling Entities from entering into or incurring obligations under any debtor-in-possession facility that will be repaid using the proceeds received by the Selling Entities under this Agreement, or incurring Liens to secure the obligations under any such debtor-in-possession facility that will be released at Closing.

7.3 Consents and Cooperation. (a) Except with respect to regulatory approvals (which are addressed in Section 7.4), the Selling Entities shall use commercially reasonable efforts to

obtain all necessary consents and approvals, as reasonably requested by the Buyer, to consummate the purchase and sale of the Purchased Assets under the Assumed Agreements, Assumed Real Property Leases, Assumed Plans and Permits held by the Selling Entities, including obtaining entry of the Stalking Horse Order, Sale Order and Recognition Order; provided that in no event shall any Selling Entity or its Affiliates be obligated to bear any expense or pay any fee or grant any concession in connection with obtaining any such consents or approvals. The Buyer shall give any other notices to, make any other filings with, and use commercially reasonable efforts to cooperate with the Selling Entities, or, if applicable, with their Affiliates, to obtain, any other authorizations, consents and approvals in connection with the matters contemplated by this Section 7.3.

(b) To the extent that the assignment or transfer to the Buyer of any Purchased Assets pursuant to this Agreement is not permitted without the consent of a Third Party and such restriction cannot be effectively overridden or canceled by the Sale Order or other related Order of the Bankruptcy Court or the Canadian Court, then this Agreement will not be deemed to constitute an assignment of or an undertaking or attempt to assign such Purchased Asset or any right or interest therein unless and until such consent is obtained; provided, that, if any such consents are not obtained prior to the Closing Date, the Selling Entity purporting to make such transfer shall use commercially reasonable efforts (taking into account the then-available personnel and resources of the Selling Entity) to cooperate with the Buyer, at the sole cost of the Buyer, in any reasonable and lawful arrangement (including holding such Purchased Assets in trust for the Buyer or its Affiliates, as applicable, pending receipt of the required consent) mutually acceptable to such Selling Entity and the Buyer, from and after the Closing Date and until the earliest to occur of (i) the date on which such applicable consent is obtained, (ii) the date on which such Selling Entity liquidates and ceases to exist and (iii) six months after the Closing, pursuant to which (A) such Selling Entity or its successor, as applicable, shall provide to the Buyer or its Affiliates, as applicable, the benefits under such Purchased Assets, (B) such Selling Entity or its successor, as applicable, shall enforce for the account of the Buyer or its Affiliates, as applicable, any rights of such Selling Entity under such Purchased Assets (including the right to elect to terminate any Contracts in accordance with the terms thereof upon the direction of the Buyer) and (C) that the Buyer shall be responsible for performing all obligations under such Purchased Assets, as applicable, required to be performed by such Selling Entity or its successor, as applicable; provided, further, that in no event shall any Selling Entity or its Affiliates be (x) obligated to bear any expense or pay any fee that is not reimbursed by the Buyer in advance of the payment thereof, (y) required to retain any assets or the services of any employees or consultants in order to comply with the provisions of this Section 7.3(b) or (z) commence or participate in any litigation, or initiate any claim, in order to comply with the provisions of this Section 7.3(b).

7.4 Regulatory Approvals.

(a) Subject to the terms and conditions herein provided, each of the parties agrees to use its best efforts to take, or cause to be taken, all action, and to do, or cause to be done as promptly as practicable, all things necessary, proper and advisable under applicable Laws to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement. Subject to appropriate confidentiality protections, each party hereto shall furnish to the other parties such necessary information and reasonable assistance as such other party may reasonably request in connection with the foregoing.

(b) Each of the parties shall cooperate with one another and use its best efforts to prepare all necessary documentation (including furnishing all information required under the Competition Laws) to effect promptly all necessary filings with any Governmental Body and to obtain all consents, waivers and approvals of any Governmental Body necessary to consummate the transactions contemplated by this Agreement. Each party hereto shall provide to the other parties copies of all correspondence between it (or its advisors) and any Governmental Antitrust Entity, CFIUS or other Governmental Body relating to the transactions contemplated by this Agreement or any of the matters described in this Section 7.4. Each such party shall promptly inform the other parties hereto of any oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction. No party hereto shall independently participate in any substantive meeting or conference call with any Governmental Body (other than the Bankruptcy Court and the Canadian Court) in respect of any such filings, investigation, or other inquiry without giving the other parties hereto prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate. To the extent permissible under applicable Law, the parties hereto will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto relating to proceedings under the Competition Laws or the CFIUS review and approval process. The parties may, as they deem advisable, designate any competitively sensitive materials provided to the other under this Section 7.4(b) or any other section of this Agreement as "outside counsel only." Such materials and the information contained therein shall be given only to outside counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient without the advance written consent of the party providing such materials; *provided*, *however*, that materials may be redacted (I) to remove references concerning valuation, (II) as necessary to comply with contractual agreements and (III) as necessary to address reasonable privilege concerns.

(c) Without limiting the generality of the undertakings pursuant to this Section 7.4, the parties hereto shall provide or cause to be provided (including by their "ultimate parent entities" as that term is defined in the HSR Act) as promptly as practicable to CFIUS or any Governmental Antitrust Entity information and documents requested by CFIUS or such Governmental Antitrust Entity or necessary, proper or advisable to permit consummation of the transactions contemplated by this Agreement, including (i) preparing and filing a declaration pursuant to the CFIUS Statute with regard to the transactions contemplated by this Agreement; provided, that upon receipt by the parties of a written request (including by e-mail) from CFIUS to file a notice of the transactions contemplated by this Agreement, as soon as practicable after receipt of the request, the Buyer and the Selling Entities shall file a draft notice with CFIUS and, as promptly as practicable thereafter, file a final notice in accordance with the CFIUS Statute, (ii) filing any notification and report form and related material required under the HSR Act as promptly as practicable, but in no event later than ten (10) Business Days after entry of the Sale Order and (iii) filing any notification and report form and related material to the extent required under any Competition Law set forth on Schedule 8.1(d) as promptly as practicable after entry of the Sale Order, and thereafter to respond promptly to any request for additional information or documentary material that may be made by CFIUS or under the HSR Act and any similar Competition Law regarding preacquisition notifications for the purpose of competition reviews. Each of the parties hereto shall cause (and shall cause its "ultimate parent entity" as that term is defined in the HSR Act to cause) the filings under the HSR Act to be considered for grant of "early termination," and

make any further filings pursuant thereto that may be necessary, proper, or advisable in connection therewith. The Buyer shall be responsible for all filing fees under the CFIUS Statute, CFIUS regulations, the HSR Act and under any such other laws or regulations applicable to the Buyer.

(d) If any objections are asserted with respect to the transactions contemplated hereby under any Competition Law or if any Legal Proceeding is instituted by any Governmental Antitrust Entity or any private party challenging any of the transactions contemplated hereby as violative of any Competition Law, the Buyer, on the one hand, and the Selling Entities, on the other hand, shall use its best efforts to: (i) oppose or defend against any action to prevent or enjoin consummation of this Agreement (and the transactions contemplated herein) and/or (ii) take such action as reasonably necessary to overturn any regulatory action by any Governmental Antitrust Entity to prevent or enjoin consummation of this Agreement (and the transactions contemplated herein), including by defending any Legal Proceeding brought by any Governmental Antitrust Entity in order to avoid entry of, or to have vacated, overturned or terminated, including by appeal if necessary, in order to resolve any such objections or challenge as such Governmental Antitrust Entity or private party may have to such transactions under such Competition Law so as to permit consummation of the transactions contemplated by this Agreement prior to the Outside Date.

(e) Notwithstanding the foregoing, the Buyer shall, and shall cause its Affiliates to, take all actions reasonably necessary to avoid or eliminate each and every impediment under any Competition Law or the CFIUS review and approval process so as to enable the consummation of the transactions contemplated hereby to occur as soon as reasonably possible (and in any event no later than the Outside Date), including (i) proposing, negotiating, committing to and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of businesses, product lines or assets, conduct of business restrictions, mitigation measures, national security agreements, letters of assurance and other actions and non-actions with respect to its assets and businesses as a condition to obtaining any and all consents from Governmental Bodies, (ii) terminating existing relationships, contractual rights or obligations, (iii) terminating any venture or other arrangement, and (iv) otherwise taking or committing to take actions that after the Closing Date would limit the Buyer's or its Affiliates' or the Purchased Assets' or the Business' freedom of action with respect to, or its ability to retain, one or more of the businesses, product lines or assets of the Buyer and its Affiliates or the Purchased Assets or the Business, in each case as may be required in order to enable the consummation of the transactions contemplated hereby to occur as soon as reasonably possible (and in any event no later than the Outside Date) and to otherwise avoid the entry of, or to effect the dissolution of, any preliminary or permanent injunction which would otherwise have the effect of preventing the consummation of the transactions contemplated hereby, and in that regard the Buyer shall and, shall cause its Affiliates to, agree to divest, sell, dispose of, hold separate or otherwise take or commit to take any action that limits its freedom of action with respect to the Buyer's or its Affiliates', ability to retain, any of the businesses, product lines or assets of the Buyer or any of its Affiliates or the Purchased Assets or the Business.

7.5 Further Assurances. Prior to the Closing, the Buyer (subject to Section 7.18), on the one hand, and the Selling Entities, on the other hand, shall use best efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement. On and after the Closing, the Selling Entities and the Buyer shall use their commercially reasonable efforts to take,

or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated hereby, including in order to more effectively vest in the Buyer all of the Selling Entities' right, title and interest to the Purchased Assets. Nothing in this Section 7.5 shall (x) require the Selling Entities to make any expenditure or incur any obligation on their own or on behalf of the Buyer, (y) prohibit any Selling Entity from ceasing operations or winding up its affairs following the Closing, or (z) prohibit the Selling Entities from taking such actions as are necessary to conduct the Auction, as are required by the Bankruptcy Court or the Canadian Court, or as would otherwise be permitted under Section 7.2.

7.6 Confidentiality. The Buyer acknowledges that the information provided to it in connection with this Agreement and the transactions contemplated hereby is subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference. The Confidentiality Agreement shall terminate at the Closing.

7.7 Preservation of Records. The Buyer shall, and shall cause its Subsidiaries to, preserve and keep the records held by them relating to the respective businesses of the Selling Entities for a period of seven (7) years from the Closing Date (or longer if required by applicable Law) and shall make such records (or copies) and reasonably appropriate personnel available, at reasonable times and upon reasonable advance notice, to any of the Selling Entities as may be reasonably required by such party in connection with any insurance claims by, Legal Proceedings against, governmental investigations of, compliance with legal requirements by or other reasonable business purposes of, the Selling Entities.

7.8 Publicity. None of the Selling Entities, on the one hand, or the Buyer, on the other hand, shall issue any press release or public announcement or comment concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other party hereto, which approval will not be unreasonably withheld or delayed, unless and only to the extent, in the judgment of the Selling Entities and/or their respective successors or the Buyer upon the advice of counsel, disclosure is otherwise required by applicable Law; provided that, to the extent so required, the party intending to make such release shall use its commercially reasonable efforts consistent with applicable Law to consult with the other party with respect to the text thereof.

7.9 Employment and Employee Benefits.

(a) To the maximum extent permitted by and in accordance with any consultation requirements of applicable Law, the Buyer or one or more of its Affiliates shall offer to employ the current active employees of the Selling Entities as of the Closing Date in their existing positions and locations and in compliance with Section 7.9(c), with such employment subject to and effective on the Closing. The Buyer or its Affiliate also shall become the successor employer in respect of the Canadian Bargaining Unit Employees as required pursuant to the provisions of the applicable labor legislation and, on and after the Closing Date, will be bound by and observe all of the terms, conditions, rights and obligations of the applicable Selling Entity to the Canadian Bargaining Unit Employees. The Buyer or one or more of its Affiliates shall also offer employment to each ITC Inactive Employee effective on the Closing Date and conditioned

upon receipt by the Selling Entities of all required consents in respect of the Buyer's assumption of the ITC Benefit Plans (including the related Assumed Agreements) on or prior to the Closing Date; provided, however, that if an ITC Inactive Employee does not return to active work (y) in the case of a statutory leave, immediately upon the expiry of the statutory leave or (z) in the case of a non-statutory leave, by the second anniversary of the Closing Date, the ITC Inactive Employee shall be deemed to have remained an employee of Imerys Talc Canada Inc. and shall not be considered an employee of the Buyer or its Affiliates. The Buyer or one or more of its Affiliates shall also offer employment to any current employee of a Selling Entity who is not actively employed on the Closing Date (other than the Canadian Bargaining Unit Employees and the ITC Inactive Employees), including due to furlough, layoff, leave of absence, or short-term disability; provided, however, that such offer of employment shall only be effective if and upon such employee's return to active work and if such return does not occur within six months following the Closing Date, such offer of employment shall expire, unless otherwise required by applicable Law. Each employee of the Selling Entities that becomes an employee of the Buyer or one or more of its Affiliates following the Closing is a "Transferred Employee". Nothing herein shall be construed as a representation or guarantee by the Selling Entities that any particular employee shall accept the Buyer's offer of employment and become a Transferred Employee or shall continue in an employment relationship with the Buyer or one or more of its Affiliates following the Closing. Further, the Buyer shall offer to employ the individuals on Schedule 7.9(a)(i) and assume the contracts with those independent contractors and consultants set forth on Schedule 7.9(a)(ii), which such contracts will be Assumed Agreements for all purposes of this Agreement.

(b) Effective as of 11:59 p.m. Eastern U.S. Time on the Closing Date, each Transferred Employee shall cease all active participation in and accrual of benefits under the Company Benefit Plans that are not Assumed Plans (the "Retained Benefit Plans"). Imerys USA, the Selling Entities or their Affiliates, as applicable, shall retain sponsorship of the Retained Benefit Plans, and the Buyer and its Affiliates shall not assume sponsorship of, contribute to or maintain, or have any Liability with respect to, the Retained Benefit Plans. Effective as of 12:00 a.m. Eastern U.S. Time on the Closing Date, subject to the occurrence of the Closing, the Buyer shall assume all ITC Benefit Plans and such other Company Benefit Plans as are set forth on Schedule 7.9(b) (the "Assumed Plans"). The Buyer shall honor, in accordance with their existing terms, the Assumed Plans.

(c) The Buyer covenants and agrees, for a period of no less than one (1) year following the Closing Date, to provide, or cause its Affiliate to provide, to each Transferred Employee to the extent such Transferred Employee remains employed with the Buyer or its Affiliate (i) annual base salary and base wages, and cash target incentive compensation opportunities, in each case, that are no less favorable than such annual base salary and base wages, and cash target incentive compensation opportunities provided to such Transferred Employee immediately prior to the Closing Date and (ii) retirement (not including any defined benefit plan for purposes of Transferred Employees that participate in benefits provided in the U.S.), health and welfare benefits that are, in the aggregate, no less favorable than those provided to such Transferred Employee under the Company Benefit Plans immediately prior to the Closing.

(d) For purposes of eligibility, vesting and level of benefits under the benefit and compensation plans, programs, agreements and arrangements of the Buyer or any of its Affiliates in which the Transferred Employees become eligible to participate following the Closing

(the "Buyer Benefit Plans"), the Buyer shall, or shall cause the applicable Affiliate to, use commercially reasonable efforts to credit each Transferred Employee with his or her years of service with the Selling Entities or and any predecessor or other entities, to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Company Benefit Plan; provided, however, that no such service shall be credited to the extent that it would result in a duplication of benefits with respect to the same period of service or with respect to the accrual of benefits. In addition, the Buyer shall, or shall cause the applicable Affiliate to, use commercially reasonable efforts to cause (i) actively-at-work requirements of such Buyer Benefit Plan to be waived for such Transferred Employee and his or her covered dependents, and (ii) for the plan year in which the Closing occurs, the crediting of each Transferred Employee with any co-payments, deductibles and out-of-pocket expenses paid prior to the Closing Date in satisfying any applicable copayments, deductibles or out-of-pocket requirements under any Buyer Benefit Plan.

(e) Effective not later than the Closing Date, the Buyer shall have in effect one or more defined contribution plans that include a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (and a related trust exempt from tax under Section 501(a) of the Code) (as applicable, the "Buyer 401(k) Plan"). Each Transferred Employee participating in a Company Benefit Plan that is a defined contribution plan that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (a "Company 401(k) Plan") immediately prior to the Closing Date shall become a participant in the corresponding Buyer 401(k) Plan as of the Closing Date, and each Transferred Employee who would have become eligible to participate in the Company 401(k) Plan shall become a participant in the Buyer 401(k) Plan no later than such time as he or she would have become eligible to participate in the Company 401(k) Plan provided such Transferred Employee continues to be employed by the Buyer or its Affiliate.

(f) Notwithstanding any provision of this Agreement to the contrary, and other than in respect of Assumed Plans, Imerys USA, the Selling Entities and their Affiliates (as applicable with respect to each such Company Benefit Plan that it sponsors) shall retain, or shall cause an Affiliate thereof or the applicable Company Benefit Plans to retain, (i) all assets and Liabilities with respect to any Company Benefit Plan that is a defined benefit pension plan, including Company Pension Plans and (ii) all Liabilities with respect to any Company Benefit Plan that is a post-retirement welfare benefit plan, and in the case of each of clauses (i) and (ii), shall make payments to the Transferred Employees and former employees of the Selling Entities (and their eligible spouses and dependents) with rights thereunder in accordance with the terms of the applicable Company Benefit Plan, as in effect from time to time.

(g) Except for any Assumed Liabilities or Liabilities that result from any breach by the Buyer of this Section 7.9, the Selling Entities and their Affiliates shall retain responsibility for all employment and employee-benefit-related Liabilities that relate to the Transferred Employees (or any dependent or beneficiary of any Transferred Employee) that arise as a result of an event or events that occurred prior to 11:59 p.m. Eastern U.S. time on the day prior to the Closing Date. Although, for the avoidance of doubt, Imerys USA, the Selling Entities and their Affiliates shall retain responsibility for all Liabilities under the Retained Benefit Plans, including the participation of Transferred Employees through 11:59 p.m. Eastern U.S. time on the Closing Date. Subject to the occurrence of the Closing and other than under the Retained Benefit Plans,

the Buyer shall assume and be solely responsible for all employment and employee-benefits related Liabilities that relate to the Transferred Employees (or any dependent or beneficiary of any Transferred Employee) that arise as a result of an event or events that occurred on or after 12:00 a.m. Eastern U.S. time on the Closing Date.

(h) The Buyer agrees to take all actions that are required by applicable Law to recognize each labor union that is party to a Collective Bargaining Agreement covering any Transferred Employees as set forth on Schedule 7.9(h) (the "Assumed CBAs") as the collective bargaining representative for the applicable Transferred Employees covered by such Assumed CBA effective upon the Closing Date and shall comply with the requirements of each Assumed CBA. The parties hereto shall, and shall cause their respective Affiliates to, mutually cooperate in undertaking all reasonably necessary or legally required provision of information to, or consultations, discussions or negotiations with, employee representative bodies (including any unions or works councils) that represent employees affected by the transactions contemplated by this Agreement.

(i) The Buyer will assume and honor the Selling Entities' PTO obligations with respect to the Transferred Employees and allow Transferred Employees following Closing to use such PTO upon the same terms as such Transferred Employees could use PTO prior to Closing. If employee consent to the assumption of PTO by the Buyer is required by Law, then (i) prior to Closing the Selling Entities will solicit any such required consent and (ii) if such consent is not obtained from any employee, then the Buyer agrees to pay such non-consenting employee's PTO (plus any applicable Taxes thereon) within the time period required by applicable wage payment Law based upon termination of such employee's employment with the Selling Entities at Closing. The Selling Entities agree to pay any PTO required by applicable Law to be paid to any Service Provider upon termination of such Service Provider's employment by any Selling Entity.

(j) Except as provided in Section 7.9(i) or as may be required by the Assumed CBAs, the Selling Entities shall, no later than the earlier of (x) the time due or (y) five (5) days following the Closing Date, pay to all Service Providers and individuals who contract independently their services to the Selling Entities all wages and incentive compensation earned on and prior to the Closing Date by the applicable person, including all Company Incentive Payments and pro rata bonus payments for any bonus period that has not yet ended as of the Closing Date.

(k) The parties hereto acknowledge and agree that all provisions contained in this Section 7.9 with respect to employees of the Selling Entities are included for the sole benefit of the respective parties hereto and shall not create any right (i) in any other Person, including any employees, former employees, any participant or any beneficiary thereof in any Company Benefit Plan or Buyer Benefit Plan or (ii) to continued employment with the Buyer, the Selling Entities or any of their respective Subsidiaries or Affiliates. After the Closing, nothing contained in this Section 7.9 shall interfere with the Buyer's or any of their respective Subsidiaries' right to amend, modify or terminate any Company Benefit Plan or Buyer Benefit Plan (subject to the provisions thereof and of this Section 7.9) or to terminate the employment of any Transferred Employee for any reason.

7.10 Tax Matters.

(a) The Buyer and the Selling Entities shall cooperate fully with each other and shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance, and provide additional information and explanations of any material provided, relating to the Purchased Assets as is reasonably necessary for the claim of any input tax credit under the ETA or similar tax benefit under applicable Law, for the filing of any Tax Returns, for the preparation of any audit, and for the prosecution or defense of any Liability relating to any adjustment or proposed adjustment with respect to Taxes.

(b) Any sales (including ETA Taxes), use, value added, property transfer, land transfer duty, documentary, stamp, registration, recording or similar Tax payable in connection with the sale or transfer of the Purchased Assets and the assumption of the Assumed Liabilities shall be borne by the Selling Entities.

(c) The Buyer and Imerys Talc Canada Inc. shall jointly execute an election under subsection 167(1) of the ETA in respect of the sale of the Purchased Assets owned by Imerys Talc Canada Inc., in the form prescribed for such purposes, such that no ETA Tax is payable in respect of such sale. The Buyer shall timely file such election forms with the appropriate Governmental Body in the prescribed manner. Notwithstanding such election, in the event that it is determined by a Governmental Body that Imerys Talc Canada Inc. is liable to pay, collect or remit any ETA Taxes in respect of the sale of the Purchased Assets, the Buyer shall forthwith pay such ETA Taxes, plus any applicable interest and penalties, to Imerys Talc Canada Inc. for remittance to the appropriate Governmental Body.

(d) The Selling Entities shall be responsible for and shall promptly pay when due all Property Taxes levied with respect to the Purchased Assets attributable to the Pre-Closing Tax Period. The Buyer shall be responsible for and shall promptly pay when due all Property Taxes levied with respect to the Purchased Assets attributable to the Post-Closing Tax Period. All Property Taxes levied with respect to the Purchased Assets for the Straddle Period shall be apportioned between the Buyer and the Selling Entities based on the number of days of such Straddle Period included in the Pre-Closing Tax Period and the number of days of such Straddle Period included in the Post-Closing Tax Period. The Selling Entities shall be liable for the proportionate amount of such Property Taxes that is attributable to the Pre-Closing Tax Period, and the Buyer shall be liable for the proportionate amount of such Property Taxes that is attributable to the Post-Closing Tax Period. Upon receipt of any bill for such Property Taxes, the Buyer or the Selling Entities, as applicable, shall present a statement to the other setting forth the amount of reimbursement to which each is entitled under this Section 7.10(d) together with such supporting evidence as is reasonably necessary to calculate the proration amount. The proration amount shall be paid by the party owing it to the other within ten (10) Business Days after delivery of such statement. In the event that the Buyer or the Selling Entities makes any payment for which the Buyer or the Selling Entities are entitled to reimbursement under this Section 7.10(d), the applicable party shall make such reimbursement promptly but in no event later than ten (10) Business Days after the presentation of a statement setting forth the amount of reimbursement to which the presenting party is entitled along with such supporting evidence as is reasonably necessary to calculate the amount of reimbursement.

(e) The Buyer and Imerys Talc Canada Inc. shall jointly execute an election pursuant to section 22 of the Tax Act and the corresponding provisions of any applicable provincial income tax statute, in respect of Imerys Talc Canada Inc. transferring its accounts receivable (excluding, for the avoidance of doubt, any Excluded Assets) to the Buyer as part of the Purchased Assets. The Buyer and Imerys Talc Canada Inc. agree to jointly make the necessary election(s) and to execute and file within the prescribed time the prescribed election form(s) required to give effect to the foregoing.

(f) The Buyer and Imerys Talc Canada Inc. shall, to the extent applicable, jointly make an election under Section 20(24) of the Tax Act and the corresponding provisions of any applicable provincial income tax statute, in respect of amounts for future obligations and shall timely file such election(s) with the appropriate Governmental Bodies. To the extent applicable, Imerys Talc Canada Inc. and the Buyer acknowledge that a portion of the Purchased Assets was transferred to the Buyer as payment by Imerys Talc Canada Inc. to the Buyer for the assumption by the Buyer of such future obligations of Imerys Talc Canada Inc.

7.11 Transfer of Purchased Assets. The Buyer will make all necessary arrangements for the Buyer to take possession of the Purchased Assets as promptly as practicable following the Closing.

7.12 Overbid Procedures; Adequate Assurance.

(a) The Selling Entities and the Buyer acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher or better bids and Bankruptcy Court and Canadian Court approval. The Buyer and the Selling Entities acknowledge that the Selling Entities must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best price for the Purchased Assets, including giving notice thereof to the creditors of the Selling Entities and other interested parties, providing information about the Selling Entities' business to prospective bidders, entertaining higher or better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting an auction (the "Auction").

(b) The bidding procedures to be employed with respect to this Agreement and any Auction shall be those reflected in the Bidding Procedures Order. The Buyer acknowledges that the Selling Entities and their Affiliates and the Selling Entities' Representatives are and may continue soliciting inquiries, proposals or offers for the Purchased Assets in connection with any Alternative Transaction pursuant to the terms of the Bidding Procedures Order.

(c) Prior to or at the Sale Hearing, the Buyer shall provide adequate assurance of future performance to the extent required under section 365 of the Bankruptcy Code or Section 11.3 of the CCAA, as applicable, for the Assumed Agreements and Assumed Real Property Leases. The Buyer agrees that it will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Agreements and the Assumed Real Property Leases, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making the Buyer's Representatives available to testify before the Bankruptcy Court.

(d) If an Auction is conducted, and the Selling Entities do not choose the Buyer as the Successful Bidder, but instead choose the Buyer as the bidder as having submitted the next highest or otherwise best bid at the conclusion of such Auction (the "Backup Bidder"), the Buyer shall be the Backup Bidder and its bid shall be the last highest bid of the Buyer made at the Auction. If the Buyer is chosen as the Backup Bidder, the Buyer shall be required to keep its bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon by the Buyer prior to or at the Auction) open and irrevocable until the earlier of: (i) the date of closing on the sale of the Purchased Assets to the Successful Bidder; and (ii) sixty (60) calendar days following the date of entry of the Order approving the sale of the Purchased Assets to the Successful Bidder (such date, the "Outside Backup Date"); provided, however, that if the Successful Bidder shall fail to close on its purchase of the Purchased Assets within the period set forth above, the Backup Bidder shall be deemed to be the Successful Bidder and the Selling Entities will be authorized, without further Order of the Bankruptcy Court, to, and the Backup Bidder shall, consummate the transactions contemplated by this Agreement and the Transaction Documents on the terms and conditions set forth in this Agreement (as the same may be improved upon by the Buyer prior to or at the Auction).

(e) Subject to the Buyer's termination rights in Article IX, nothing in this Section 7.12 shall prevent the Selling Entities from modifying the bidding procedures in connection with the Bidding Procedures Order as necessary or appropriate to maximize value for the Selling Entities' estates in accordance with each Selling Entity's fiduciary obligations.

7.13 Buyer Expense Reimbursement and Break-Up Fee. If any Selling Entity consummates an Alternative Transaction at any time, then the Buyer shall be entitled to payment of the Buyer Expense Reimbursement and the Break-Up Fee, which shall be payable directly out of the proceeds of such Alternative Transaction. The Stalking Horse Order shall find and determine that the Buyer is entitled to the Buyer Expense Reimbursement and the Break-Up Fee as provided herein.

7.14 Selling Entity Credit Obligations.

(a) The Buyer acknowledges that, notwithstanding anything in this Agreement to the contrary, neither the Selling Entities nor their Affiliates will have any duty to maintain any bonds, letters of credit, guarantees, cash deposits or insurance to secure performance or payment under any Assumed Agreements or Permits (collectively, "Selling Entity Credit Obligations") after the Closing or otherwise with respect to the Business. On or before the Closing, the Buyer shall use its commercially reasonable efforts to obtain from the creditor or other counterparty (or, in the case of letters of credit, bonds or other similar Selling Entity Credit Obligations, the issuing bank (or similar entity) thereof) a full release (in a form and substance reasonably satisfactory to the Selling Entities) of all parties liable, directly or indirectly, for reimbursement to the creditor or issuing bank (or similar entity), as applicable, or fulfillment of other obligations to a counterparty or issuing bank (or similar entity), as applicable, under the Selling Entity Credit Obligations identified in Schedule 7.14 (including any lenders or other financing parties participating in such letters of credit, bonds or similar Selling Entity Credit Obligations). If any Selling Entity Credit Obligation remains outstanding as of the Closing Date, the Buyer will indemnify each of the Selling Entities and hold them harmless against any Liabilities that the Selling Entities may incur under any such Selling Entity Credit Obligations attributable to periods from and after the Closing.

(b) Notwithstanding anything to the contrary contained herein, the Buyer will not (i) enter into any transactions after the Closing in the name of the Selling Entities or any of their Affiliates or that would be covered by Selling Entity Credit Obligations or (ii) amend, modify, extend or renegotiate any material term of any obligation that is covered by a Selling Entity Credit Obligations in any manner that increases or extends the potential exposure of the Selling Entities or any of their respective Affiliates under any Selling Entity Credit Obligations.

7.15 Parent Marks and Excluded Website. Except as set forth below, the Buyer acknowledges and agrees that following the Closing, the Buyer and its Affiliates will immediately stop using the Parent Marks and Excluded Website, including by removing, permanently obliterating or covering all references to the Parent Marks that appear on any Purchased Asset such as any signage or other public-facing materials (whether in digital or physical form) owned or controlled by the Buyer after the Closing Date. Additionally, and except as set forth below, the Buyer acknowledges and agrees that following the Closing, the Buyer and its Affiliates will immediately stop selling, distributing, or advertising Products bearing the Parent Marks, including online and via social media outlets, by removing, permanently obliterating or covering all references to the Parent Marks that appear on any such Product owned by the Buyer after the Closing Date. The Buyer covenants that neither the Buyer nor any of its Affiliates (including the Selling Entities following the Closing) will register, attempt to register or assist another in registering a Parent Mark anywhere in the world as a trademark, service mark, trade name, corporate name, assumed name, domain name or any other indication of source.

(a) Use of Parent Marks for Distribution, Sale, or Advertisement of Products. Notwithstanding Buyer obtaining a limited license to the Parent Marks under the terms set forth below to distribute, sell, or advertise the Products, including online and via social media outlets, Buyer agrees to remove, permanently obliterate or cover all references to the Parent Marks that appear on any Product Packaging it owns as promptly as reasonably practicable after the Closing Date.

(b) Transitional License to Use Parent Marks on Product Packaging.

(i) Beginning on the Closing Date and solely for the term set forth in Section 7.15(b)(ii), Parent hereby grants to Buyer a non-exclusive, non-transferable, sublicensable (subject to Section 7.15(e)), fully paid-up, royalty-free, temporary (in accordance with Section 7.15(b)(ii)), limited right and license to use the Parent Marks on Product Packaging for the Products, subject to the terms of this Agreement ("Product Packaging License").

(ii) The Product Packaging License will terminate, so that such Product Packaging no longer displays any Parent Marks, the earlier of fifteen (15) days from the Closing Date and the effective date of the Plan (the "Packaging Transition Period").

(c) Transitional License to Use Parent Marks in Advertising Materials. Beginning on the Closing Date and solely for the term of the Product Packaging License, Parent hereby grants to Buyer a non-exclusive, non-transferable, sublicensable (subject to Section 7.15(e)), fully paid-up, royalty-free, temporary (as set forth below), limited right and license to use the Parent Marks in Advertising Materials in connection with the Products, subject to the terms of

this Agreement, that will terminate, so that such Advertising Materials no longer display any Parent Marks, thirty (30) days from the Closing Date (the "Advertising Materials Transition Period").

(d) License to Use Parent Marks in Distribution, Sale and Business Records. Beginning on the Closing Date and solely for the term of the Product Packaging License, Parent hereby grants to Buyer a non-exclusive, non-transferable, sublicensable (subject to Section 7.15(e)), fully paid-up, royalty-free, temporary (as set forth below), limited right and license to use the Parent Marks, (i) in connection with the distribution and sale of the Products, and (ii) in Buyer's internal business records used in connection with day-to-day operations (including company books and records, human resources, bank statements, invoices, and communications with governmental authorities), subject to the terms of this Agreement, that will terminate after the Advertising Materials Transition Period.

(e) Sublicensing. Buyer may sublicense (i) rights it receives under Sections 7.15(b) through 7.15(d) to its Affiliates and (ii) rights it receives under Sections 7.15(c) and 7.15(d) to distributors of Product, on the condition that each sublicensee is bound by terms of use and obligations with respect to the Parent Marks that are no less restrictive than those set forth in this Agreement. Buyer is liable to Parent and, as between the Parties, to all other persons, for the failure of any Sublicensee to comply with its sublicense agreement to the same extent that Buyer would have been liable had Buyer failed to comply with this Agreement. Any sublicenses granted under this Section 7.15(e) shall automatically terminate upon the termination of the relevant license to Buyer hereunder.

(f) Reservation of Rights. Parent reserves all rights in and to the Parent Marks. Buyer acknowledges and agrees that as between Parent and Buyer, Parent is the sole and exclusive owner of all right, title and interest in, to and under the Parent Marks, including all goodwill of the business connected with the use of, or symbolized by, the Parent Marks. All goodwill generated by Buyer's use of the Parent Marks inures solely to the benefit of Parent. Nothing in this Agreement grants Buyer any ownership or other proprietary interest in any Parent Marks.

(g) Quality Control. Buyer will use the Parent Marks under the terms of this Agreement solely in a manner consistent with the operation of the Business, and concerning any Products manufactured by Buyer or its Subsidiaries, Buyer will ensure that such Products at all times meet or exceed (i) the quality and manufacturing standards of similar products in the Products' industry, (ii) the then-current good manufacturing practices applicable to such Products, and (iii) any other standards imposed by the applicable governmental authorities.

(h) Effect of Termination. After termination of the Packaging Transition Period or the Advertising Materials Transition Period, as applicable, (i) all rights of Buyer to use the Parent Marks automatically terminate, and (ii) Buyer will promptly cease using the Parent Marks and will destroy (or modify so as to remove the Parent Marks) the applicable Product Packaging, Advertising Materials, and business records as set forth in Sections 7.15(b), 7.15(c) and 7.15(d). Notwithstanding anything herein to the contrary, Licensee can use the Parent Marks for (i) internal use of any historical records (or other internal documentation or materials) that bear any of the Parent Marks without the need to remove any of the Parent Marks, and (ii) making

historical reference to Parent's and its Subsidiaries' previous ownership and operation of the Business.

(i) Trademark Assignment Agreement. During the period between the date hereof and the Closing Date, one or more of the Selling Entities and one or more of Parent and its Affiliates will enter into a trademark assignment agreement substantially in the form of Schedule 7.15(i) (the "Trademark Assignment Agreement"), pursuant to which the Selling Entities will assign certain trademarks to Parent and Parent will assign the Assigned Trademarks to the Selling Entities.

7.16 Notification of Certain Matters.

(a) The Selling Entities shall give prompt written notice to the Buyer of (i) the occurrence or nonoccurrence of any event that has caused any representation or warranty of any Selling Entity contained in this Agreement to be untrue or inaccurate in any material respect or (ii) any material failure of the Selling Entities to comply with or satisfy any covenant to be complied with or satisfied by it hereunder, in each case, such that the conditions specified in Section 8.1(a) or Section 8.1(b), as applicable, would not be satisfied at the Closing.

(b) The Buyer shall give prompt written notice to the Selling Entities of (i) the occurrence or nonoccurrence of any event that has caused any representation or warranty of the Buyer contained in this Agreement to be untrue or inaccurate in any material respect or (ii) any material failure of the Buyer to comply with or satisfy any covenant to be complied with or satisfied by it hereunder, in each case, such that the conditions specified in Section 8.2(a) or Section 8.2(b), as applicable, would not be satisfied at the Closing.

(c) The Selling Entities shall add the Buyer and the Buyer's counsel to Selling Entities' "Rule 2002 notice list" and otherwise provide notice to the Buyer of all matters that are required to be served on the Selling Entities' creditors pursuant to the Bankruptcy Code and other bankruptcy rules applicable to the Chapter 11 Cases.

7.17 Other Bankruptcy Actions.

(a) Subject to the fulfillment or waiver of the conditions set forth in Sections 8.1 and 8.2, the Selling Entities and the Buyer shall consummate the Closing as soon as reasonably practicable after the approval and entry of the Sale Order and the Recognition Order.

(b) To the extent reasonably practicable, the Selling Entities will provide the Buyer with a reasonable opportunity to review and comment upon the Stalking Horse Order, the Sale Order and the Recognition Order, and all motions, notices, and supporting papers relating thereto, each of which shall be reasonably satisfactory in form and substance to the Buyer, acting reasonably.

(c) The Selling Entities shall promptly take such actions as are reasonably requested by the Buyer to assist in obtaining entry of the Sale Order and Recognition Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court and Canadian Court for purposes, among others, of providing necessary assurances of

performance by the Selling Entities of their obligations under this Agreement and the Transaction Documents and demonstrating that the Buyer is a "good faith" buyer under the Bankruptcy Code.

(d) In the event an appeal is taken or a stay pending appeal is requested, from the Sale Order or Recognition Order, the Selling Entities shall promptly notify the Buyer of such appeal or stay request and shall promptly provide to the Buyer a copy of the related notice of appeal or Order of stay. The Selling Entities shall also provide the Buyer with written notice of any motion or application filed in connection with any appeal from the Sale Order or Recognition Order.

(e) From and after the APA Effective Date, Selling Entities shall not take any action which is intended to, or fail to take any action the intent of which failure to act is to, result in the reversal, voiding, modification or staying of the Stalking Horse Order or the Bidding Procedures Order.

(f) The Sale Order shall be in form and substance satisfactory to the Buyer, acting reasonably. Without limiting the foregoing, the Sale Order shall, among other things: (a) approve, pursuant to sections 105 and 363 of the Bankruptcy Code, (i) the execution, delivery and performance by each Selling Entity of this Agreement, (ii) the sale of the Purchased Assets to the Buyer on the terms set forth herein and free and clear of all Interests (except Permitted Liens and Assumed Liabilities) and (iii) the performance by each Selling Entity of its obligations under this Agreement; (b) find that the Buyer is a "good faith" buyer within the meaning of section 363(m) of the Bankruptcy Code, not a successor to any Selling Entity and grant the Buyer and its designees the protections of section 363(m) of the Bankruptcy Code; (c) find that (i) neither the Selling Entities nor the Buyer has engaged in any conduct that would cause or permit the Agreement or the Transaction Documents to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise and (ii) the consideration provided by the Buyer for the Purchased Assets under this Agreement constitutes fair consideration and reasonably equivalent value for purposes of all laws of the United States, any state, territory, possession or the District of Columbia, and the Transactions may not be avoided under section 363(n) of the Bankruptcy Code; (d) be binding on the Selling Entities and their respective Affiliates and Subsidiaries, successors and assigns, and shall survive the appointment of a chapter 11 trustee, conversion of the chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, or any dismissal of any such cases; and (e) modify the automatic stay to the extent necessary to allow for the Buyer's exercise of remedies under the terms of this Agreement.

(g) The Stalking Horse Order shall be in form and substance satisfactory to the Buyer, acting reasonably. Without limiting the foregoing, the Stalking Horse Order shall, among other things: (a) provide that the Break-Up Fee and the Buyer Expense Reimbursement are binding on the Selling Entities and their respective successors and assigns, and shall survive the appointment of a chapter 11 trustee, conversion of the chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, or any dismissal of any such cases; and (b) modify the automatic stay to the extent necessary to allow for the Buyer's exercise of remedies under the terms of this Agreement. The obligation of the Selling Entities to pay or honor the Break-Up Fee and the Buyer Expense Reimbursement shall be subject to the terms and conditions of the Stalking Horse Order and this Agreement.

(h) The Selling Entities shall include the Buyer as a "Protected Party" (as such term is defined in the Plan) in any plan of reorganization that it proposes or supports in the Chapter 11 Cases (including, if the Selling Entities propose a section 524(g) plan, seeking to have Buyer included as a "Protected Party" pursuant to any section 524(g) channeling injunction); provided that the conformation of any such plan is subject to approval by the Bankruptcy Court.

7.18 Financing.

(a) The Buyer shall use reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to arrange and obtain the Financing on the terms and conditions described in the Commitment Letter (including complying with any request requiring the exercise of any flex provisions in the fee letter), including (i) satisfying, or causing to be satisfied, on a timely basis all conditions to the Buyer obtaining the Financing set forth therein (including the payment of any fees required as a condition to the Financing); (ii) negotiating and entering into definitive agreements with respect to the Financing on the terms and conditions contemplated by the Commitment Letter (including any related flex provisions) or on other terms (not related to conditionality) that are (A) acceptable to Lender and (B) in the aggregate not materially less favorable, taken as a whole, to the Buyer, so that the agreements are in effect no later than the Closing Date; (iii) timely preparing the necessary marketing materials with respect to the Financing; (iv) maintaining in effect the Commitment Letter and (from and when executed) the other Debt Documents through the consummation of the Closing; (v) commencing the syndication activities contemplated by the Commitment Letter; and (vi) consummating the Financing or causing the Financing to be consummated at or prior to Closing, subject to the terms and conditions of the Commitment Letter and the other Debt Documents. Any breach by the Buyer of the Commitment Letter or other Debt Document shall be deemed to be a breach by the Buyer of this Section 7.18. The Buyer shall give the Selling Entities prompt written notice (A) of any breach or default (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to result in breach or default) by any party to the Commitment Letter or any other Debt Document of which the Buyer becomes aware, (B) if and when the Buyer becomes aware that any portion of the Financing contemplated by the Commitment Letter may not be available for the Financing Purposes, (C) of the receipt of any written notice or other written communication from any Person with respect to any (1) actual or potential breach, default, termination or repudiation by any party to the Commitment Letter or any other Debt Document or (2) material dispute or disagreement between or among any parties to the Commitment Letter or any other Debt Document (but excluding, for the avoidance of doubt, any ordinary course negotiations with respect to the terms of the Financing or Debt Documents), and (D) of any expiration or termination of the Commitment Letter or any other Debt Document. Without limiting the foregoing, (x) the Buyer shall not, and shall not permit any of its Affiliates to, without the prior written consent of the Selling Entities, take or fail to take any action or enter into any transaction that would reasonably be expected to materially impair, delay or prevent consummation of the Financing contemplated by the Commitment Letter, and (y) to the extent requested by the Selling Entities from time to time and subject to the last sentence of this Section 7.18(a), the Buyer shall keep the Selling Entities informed on a reasonably current basis in reasonable detail of the status of its efforts to arrange the Financing and provide to the Selling Entities executed copies of the definitive documents related to the Financing (provided that any fee letters, engagement letters or other agreements that, in accordance with customary practice, are confidential by their terms, and that do not affect the conditionality or amount of the Financing,

may be redacted so as not to disclose such terms that are so confidential) and copies of any of the written notices or communications described in the preceding sentence. If any portion of the Financing becomes, or would reasonably be expected to become, unavailable on the terms and conditions contemplated in the Commitment Letter (after taking into account flex terms), the Buyer shall use its reasonable best efforts to arrange and obtain alternative financing, including from alternative sources, on terms and conditions that in the aggregate are not materially less favorable, with respect to conditionality, to the Buyer than the Financing contemplated by the Commitment Letter and in an amount that is sufficient to replace any unavailable portion of the Financing ("Alternative Financing") as promptly as practicable following the occurrence of such event and the provisions of this Section 7.18 shall be applicable to the Alternative Financing, and, (A) for the purposes of this Section 7.18, all references to the Financing shall be deemed to include such Alternative Financing and all references to the Commitment Letter or other Debt Documents shall include the applicable documents for the Alternative Financing and (B) the Buyer shall be deemed to be in compliance with this Section 7.18 to the extent that, prior to obtaining such new Commitment Letter, the Buyer was in breach of this Section 7.18. The Buyer shall (1) comply with the Commitment Letter and each definitive agreement with respect thereto (collectively, with the Commitment Letter, the "Debt Documents"), (2) enforce its rights under the Commitment Letter and other Debt Documents and, subject to the satisfaction or waiver of the conditions precedent thereto, to cause Lender to fund the Financing at or prior to the time the Closing should occur pursuant to Section 4.1, and (3) not permit, without the prior written consent of the Selling Entities, any material amendment or modification to be made to, or any termination, rescission or withdrawal of, or any material waiver of any provision or remedy under, the Commitment Letter (including the fee letter referred to in the Commitment Letter) or any other Debt Document, including any such amendment, modification or waiver that (individually or in the aggregate with any other amendments, modifications or waivers) would reasonably be expected to (x) reduce the aggregate amount of the Financing thereunder (including by changing the amount of fees to be paid), or (y) impose any new or additional condition, or otherwise amend, modify or expand any condition, to the receipt of any portion of the Financing in a manner that would reasonably be expected to (I) delay or prevent the Closing Date, (II) make the funding of any portion of the Financing (or satisfaction of any condition to obtaining any portion of the Financing) less likely to occur or (III) adversely impact the ability of the Buyer to enforce its rights against any other party to the Commitment Letter or any other Debt Document, the ability of the Buyer to consummate the transactions contemplated hereby or the likelihood of the consummation of the transactions contemplated hereby. For the avoidance of doubt, it is understood that, subject to the limitations set forth in this Section 7.18(a) and in the Commitment Letter, the Buyer may amend the Commitment Letter to add or replace lenders, lead arrangers, bookrunners, syndication agents or similar entities. Notwithstanding anything to the contrary in this Agreement, compliance by the Buyer with this Section 7.18 shall not relieve the Buyer of its obligation to consummate the transactions contemplated by this Agreement, whether or not the Financing or Alternative Financing is available. Notwithstanding anything to the contrary herein, in no event shall the Buyer be required to disclose any information that is subject to attorney-client or similar privilege if the Buyer shall have used its reasonable best efforts to disclose such information in a way that would not waive such privilege.

(b) The Buyer shall indemnify, defend and hold harmless the Selling Entities and their respective pre-Closing directors, officers, employees and representatives, from and against any and all damages incurred, directly or indirectly, in connection with the Financing, any

information provided in connection therewith or any cooperation provided by the Selling Entities or their Affiliates (other than arising from fraud or intentional misrepresentations, misstatements or omissions on the part of the Selling Entities or any of their Affiliates). The Buyer shall promptly upon request by the Selling Entities reimburse the Selling Entities for all reasonable and documented out-of-pocket costs (including reasonable attorneys' fees) incurred by the Selling Entities in connection with the cooperation described in Section 7.18(c) or otherwise in connection with the Financing.

(c) From the APA Effective Date and ending at the earlier of (a) the Closing Date and (b) termination of this Agreement pursuant to Article IX, the Selling Entities shall, and shall cause their Affiliates to, cooperate and shall use reasonable best efforts, at the Buyer's sole expense (including all reasonable and documented out-of-pocket third party costs incurred by any Selling Entity), to cause the respective officers, employees, auditors and advisors, to provide to the Buyer and its financing sources such cooperation in connection with the arrangement of the Financing as may be reasonably requested by the Buyer in writing with reasonable prior notice to the Selling Entities and that is customary or necessary in connection with the Buyer's efforts to obtain the Financing, including:

(i) participate in a reasonable number of meetings, conference calls, and presentations and diligence sessions with prospective lenders;

(ii) request consents, surveys and title insurance as reasonably requested by the Buyer;

(iii) at least three (3) Business Days prior to the Closing Date, provide the Buyer all documentation and other information with respect to the Selling Entities as shall have been reasonably requested in writing by the Buyer at least ten (10) Business Days prior to the Closing Date that is required in connection with the Financing by U.S. regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001), as amended, or as required under 31 C.F.R. §1010.230, in each case; and

(iv) assist in the preparation of, and execution and delivery of, definitive documentation in connection with the Financing (including credit, guarantee and collateral documents) and other customary certificates and documents relating thereto;

provided that (i) such requested cooperation does not (A) unreasonably interfere with the ongoing operations of the Selling Entities, (B) cause any representation or warranty in this Agreement to be breached or (C) cause any condition in this Agreement to fail to be satisfied, (ii) the Selling Entities shall not be required to provide, and the Buyer shall be solely responsible for, the preparation of pro forma financial information, including pro forma cost savings, synergies, capitalization or other pro forma adjustments desired to be incorporated into any pro forma financial information, (iii) the Selling Entities shall have the right to review and comment on any marketing materials used in the syndication of the Financing, (iv) (A) no Selling Entity shall be required to incur or satisfy any liability (including the payment of any fees) in connection with the Financing, (B) the boards of directors of the Selling Entities shall not be required to adopt

resolutions approving the agreements, documents and instruments pursuant to which the Financing is obtained, (C) no Selling Entity shall be required to execute or deliver any definitive financing documents, including any credit or other agreements, pledge or security documents, or other certificates, legal opinions or documents in connection with the Financing, (D) no Selling Entity shall be required to take any corporate or similar actions to permit the consummation of the Financing, and (E) no Selling Entity or any of its Affiliates shall have any obligations under this Section 7.18(c) following the consummation of the transactions contemplated by this Agreement, (v) except for the representations and warranties of the Selling Entities set forth in Article V of this Agreement, no Selling Entity shall have any liability to the Buyer in respect of any financial statements, other financial information or data or other information provided pursuant to this Section 7.18(c), and (vi) notwithstanding anything to the contrary in this Agreement, the condition set forth in Section 8.1(b), as it applies to the Selling Entities' obligations under this Section 7.18(c), shall be deemed satisfied unless, any Selling Entity has not acted in good faith and has knowingly and willfully materially breached its obligations under this Section 7.18(c) and such breach has been the primary cause of the Financing not being obtained.

7.19 Executory Contracts. Notwithstanding anything in this Agreement to the contrary, in the event that after the Designation Deadline but before the effective date of the Plan, the Buyer identifies any additional Contracts that it desires to assume and assign, the parties hereto shall use commercially reasonable efforts to include such Contract as an Assumed Agreement or Assumed Real Property Lease after reasonable notice and hearing (and subject, as applicable, to an Order of the Bankruptcy Court) to such contract counterparties in a manner consistent with the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court. The agreements and covenants in this Section 7.19 shall survive the Closing.

7.20 Parent-Buyer Agreements. During the period between the APA Effective Date and the Closing Date, the Selling Entities and Parent (or an Affiliate thereof that is not a Selling Entity) will (i) negotiate and enter into the agreements listed on Schedule 7.20 on terms reasonably satisfactory to the Buyer, the applicable Seller Entity and Parent (or its applicable Affiliate) (the "Parent-Buyer Agreements"); (ii) use commercially reasonable efforts to (x) assign to a Selling Entity those Assumed Agreements that are inadvertently, as of the APA Effective Date, not in the name of a Selling Entity and (y) correct any Assumed Agreements that do not have a legal entity, or the proper legal entity, named as a counterparty; and (iii) negotiate in good faith with the Buyer Appendix A to the Transition Services Agreement to reflect the agreed scope of transition services and the fees payable in respect thereof. During the period between the APA Effective Date and the Closing Date, Buyer and Parent (or an Affiliate thereof that is not a Selling Entity) will negotiate and enter into a service agreement for the provision of services to the Parent by any employee of the Parent who becomes an employee of (i) the Selling Entities prior to the Closing Date and subsequently becomes an employee of the Buyer or (ii) Buyer on the Closing Date, in each case, which service agreement will have a term of at least 18 months and provide for an appropriate transition period.

7.21 Environmental Services Agreement. During the period between the APA Effective Date and the Closing Date, the Selling Entities and the Buyer will cooperate in good faith and use their reasonable best efforts to negotiate and mutually agree on the Environmental Services Agreement to be executed and delivered by the Buyer and the Selling Entities at the Closing.

7.22 Know-How. As of the date hereof, Parent and its Affiliates and the Selling Entities possess unpatented information covered by Section (v) of the definition of Intellectual Property relating to the practice of the subject matter claimed by the patents that are the subject of the Patent License Agreement (the "Know-How"), and, pursuant to the terms of this Agreement, Parent will retain and Buyer will acquire all rights to use any such Know-How after the Closing Date.

ARTICLE VIII
CONDITIONS TO CLOSING

8.1 Conditions Precedent to Obligations of the Buyer. The obligations of the Buyer to effect the sale and purchase of the Purchased Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Buyer in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of the Selling Entities set forth in Article V shall be true and correct as of the APA Effective Date and the Closing Date as though then made at and as of that time (without giving effect to materiality, Material Adverse Effect, or similar phrases in the representations and warranties), except where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had a Material Adverse Effect; and the Buyer shall have received a certificate signed by an executive officer of each Selling Entity, dated the Closing Date, to the foregoing effect;

(b) each of the Selling Entities shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date, and the Buyer shall have received a certificate signed by an executive officer of each Selling Entity, dated the Closing Date, to the foregoing effect;

(c) there shall not be in effect or issued any Law or Order of a Governmental Body having competent jurisdiction over the business of the Selling Entities restraining or prohibiting the consummation of the transactions contemplated by this Agreement;

(d) the waiting period or required approval applicable to the transactions contemplated by this Agreement under the HSR Act and those other Competition Laws identified on Schedule 8.1(d) shall have expired (or early termination shall have been granted) or been received;

(e) the CFIUS Approval shall have been obtained;

(f) the Bankruptcy Court shall have entered the Sale Order, which Order shall have become a Final Order; and the Sale Order shall have approved and authorized the transactions contemplated by this Agreement, including the assumption and assignment of the Core Contracts, and the Core Contracts shall have been actually assumed and assigned to the Buyer such that each of them will be in full force and effect from and after the Closing with non-debtor parties being barred and enjoined from asserting against the Buyer among other things, defaults, breaches or claims of pecuniary losses existing as of the Closing or by reason of the Closing;

(g) the Canadian Court shall have entered the Recognition Order, which Order shall have become a Final Order;

(h) there shall not have occurred a Material Adverse Effect in respect of the Selling Entities or the Business since the APA Effective Date and prior to the Closing; and

(i) the Buyer shall have received the other items to be delivered to it pursuant to Section 4.2.

8.2 Conditions Precedent to Obligations of the Selling Entities. The obligations of the Selling Entities to effect the sale and purchase of the Purchased Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Selling Entities in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of the Buyer set forth in Article VI shall be true and correct as of the Closing Date as though then made at and as of the Closing Date (without regard to materiality or similar phrases in the representations and warranties), except where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect on the ability of the Buyer to consummate the transactions contemplated hereby; and the Selling Entities shall have received a certificate signed by an executive officer of the Buyer, dated the Closing Date, to the foregoing effect;

(b) the Buyer shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date, and the Selling Entities shall have received a certificate signed by an officer of the Buyer, dated the Closing Date, to the foregoing effect;

(c) there shall not be in effect any Law or Order of a Governmental Body having competent jurisdiction over the business of the Selling Entities prohibiting the consummation of the transactions contemplated by this Agreement;

(d) the waiting period or required approval applicable to the transactions contemplated by this Agreement under the HSR Act and those other Competition Laws identified on Schedule 8.1(d) shall have expired (or early termination shall have been granted) or been received;

(e) the Bankruptcy Court shall have entered the Sale Order, which Order shall not be subject to a stay by a court of competent jurisdiction or have been reversed, vacated, or otherwise modified in a material and adverse respect;

(f) the Canadian Court shall have entered the Recognition Order, which Order shall not be subject to a stay by a court of competent jurisdiction or have been reversed, vacated, or otherwise modified in a material and adverse respect; and

(g) the Selling Entities shall have received the other items to be delivered to it pursuant to Section 4.3.

8.3 Frustration of Closing Conditions. Neither the Buyer, on the one hand, or the Selling Entities, on the other hand, may rely on the failure of any condition set forth in Sections 8.1 or 8.2, as the case may be, if such failure was caused by such party's (or in the case of the Selling Entities, any such party's) failure to comply with any provision of this Agreement.

ARTICLE IX
TERMINATION; WAIVER

9.1 Termination.

This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the Selling Entities and the Buyer;

(b) by the Selling Entities or the Buyer, at any time prior to the Closing, if:

(i) there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited;

(ii) consummation of the transactions contemplated hereby would violate any non-appealable Order of any Governmental Body having competent jurisdiction;

(iii) the Buyer is not chosen at the Auction to be the Successful Bidder or the Backup Bidder;

(iv) the Buyer is chosen at the Auction to be the Backup Bidder (and the Buyer does not become the Successful Bidder on or before the Outside Backup Date) and the Outside Backup Date has passed;

(v) the Outside Date shall have passed; or

(vi) (A) an Alternative Transaction is consummated, (B) the Selling Entities enter into a definitive agreement regarding an Alternative Transaction or (C) the Chapter 11 Cases are dismissed or converted to cases under Chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the transactions provided for in this Agreement;

provided, however, that the party seeking to terminate this Agreement pursuant to this Section 9.1(b) (or pursuant to Section 9.1(c) or Section 9.1(d) below) shall not otherwise be in material breach of any of its representations, warranties, covenants or agreements contained herein;

(c) by the Selling Entities, at any time prior to the Closing if:

(i) any of the representations and warranties of the Buyer or contained in Article VI shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of

such subsequent date) such that the condition set forth in Section 8.2(a) would not then be satisfied;

(ii) the Buyer shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement to be performed and complied with by the Buyer such that the condition set forth in Section 8.2(b) would not then be satisfied (except for any failure by Buyer to effect the Closing (in circumstances where the conditions to Closing have been satisfied or waived) as a result of the fact that the Financing or the Alternative Financing has not been funded, which is governed by Section 9.1(c)(iii));

(iii) (A) all of the conditions provided for in Section 8.1 have been satisfied or waived and remain satisfied or waived at the time when the Closing is required to occur in accordance with Section 4.1 (other than those conditions that by their nature are to be satisfied at the Closing, each of which would be capable of being satisfied if the Closing Date were the date that notice of termination is delivered by the Selling Entities to the Buyer) (the "Condition Satisfaction"), (B) at or following the Condition Satisfaction, the Selling Entities have irrevocably confirmed in a written notice delivered to Buyer that the Selling Entities are ready, willing and able to consummate the Closing subject only to closing conditions that by their nature are to be satisfied by actions taken at the Closing and (C) the Buyer does not effect the Closing when the Closing is required to occur pursuant to Section 4.1; or

(iv) the Buyer shall have failed to pay the Deposit within four (4) Business Days after the date of this Agreement in accordance with Section 3.2;

provided, however, that if an inaccuracy in any of the representations and warranties of the Buyer or a failure to perform or comply with a covenant or agreement by the Buyer is curable by the Buyer within thirty (30) days after the date of written notice from the Selling Entities to the Buyer of the occurrence of such inaccuracy or failure, then the Selling Entities may not terminate this Agreement under Sections 9.1(c)(i) or (ii) on account of such inaccuracy or failure (x) prior to delivery of such written notice to the Buyer or during the thirty (30) day period commencing on the date of delivery of such notice or (y) following such thirty (30) day period, if such inaccuracy or failure shall have been fully cured during such thirty (30) day period; or

(d) by the Buyer, at any time prior to the Closing if:

(i) any of the representations and warranties of the Selling Entities contained in Article V shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of such subsequent date) such that the condition set forth in Section 8.1(a) would not then be satisfied;

(ii) any Selling Entity shall have failed to perform or comply with any of its respective covenants or agreements contained in this Agreement to be performed and complied with by it such that the condition set forth in Section 8.1(b) would not then be satisfied;

(iii) by 11:59 p.m. (Eastern) on the first Business Day after the APA Effective Date, the Selling Entities have not filed with the Bankruptcy Court:

A. the notice describing the selection of the stalking horse bidder; and

B. notice extending the deadline to submit competing bids to at least 28 days after the APA Effective Date;

(iv) the Stalking Horse Order has not been entered by October 29, 2020;

(v) the Auction has not been held by November 13, 2020;

(vi) the Sale Order has not been entered by the Bankruptcy Court by November 23, 2020;

(vii) the Recognition Order has not been entered by the Canadian Court by November 30, 2020;

(viii) at any time after entry of the Stalking Horse Order, such Stalking Horse Order is reversed, stayed, vacated or otherwise modified (if such modifications are materially adverse to the Buyer) by a court of competent jurisdiction; or

(ix) if the Sale Order ceases to be in full force and effect, or is revoked, rescinded, vacated, materially modified, reversed or stayed, or otherwise rendered ineffective by a court of competent jurisdiction,

provided, however, that if an inaccuracy in any of the representations and warranties of the Selling Entities or a failure to perform or comply with a covenant or agreement by any of the Selling Entities is curable by it within thirty (30) days after the date of written notice from the Buyer to the Selling Entities of the occurrence of such inaccuracy or failure, then the Buyer may not terminate this Agreement under Section 9.1(d)(i) or (ii) on account of such inaccuracy or failure (y) prior to delivery of such written notice to the Selling Entities or during the thirty (30) day period commencing on the date of delivery of such notice or (z) following such thirty (30) day period, if such inaccuracy or failure shall have been fully cured during such thirty (30) day period.

9.2 Procedure and Effect of Termination. In the event of termination of this Agreement by the Selling Entities or the Buyer pursuant to Section 9.1, written notice thereof shall forthwith be given by the terminating party to the other party, specifying the provision hereof pursuant to which such termination is made, and this Agreement shall thereupon terminate and become void and of no further force and effect, and the transactions contemplated hereby shall be abandoned without further action by any of the parties hereto; provided, however, that (a) subject to Section 9.3(b), no party hereto shall be relieved of or released from any Liability arising from any willful, knowing or intentional breach by such party hereto of any provision of this Agreement and (b) this Section 9.2, Section 3.2, Section 7.13, Section 7.18(b), Section 9.3, Article X, and the Confidentiality Agreement shall remain in full force and effect and survive any termination of this Agreement. For the avoidance of doubt, the Selling Entities shall not assert the application of the

automatic stay under Bankruptcy Code section 362 to seek to prevent the Buyer from exercising its termination rights solely pursuant to Section 9.1 in accordance with this Agreement.

9.3 Termination Fee.

(a) In the event that this Agreement is validly terminated by (i) the Selling Entities pursuant to Section 9.1(c)(i), Section 9.1(c)(ii) or Section 9.1(c)(iii), or (ii) the Buyer pursuant to Section 9.1(b)(v) and at the time of such termination the Selling Entities could have terminated this Agreement pursuant to Section 9.1(c)(i), Section 9.1(c)(ii) or Section 9.1(c)(iii), the Buyer and the Selling Entities shall, promptly and in any event within two (2) Business Days of such termination, deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to release to (x) the Selling Entities by wire transfer of immediately available funds the Deposit, in the case of the valid termination of this Agreement by the Selling Entities pursuant to Section 9.1(c)(i) or Section 9.1(c)(ii) or by the Buyer pursuant to Section 9.1(b)(v) and at the time of such termination the Selling Entities could have terminated this Agreement pursuant to Section 9.1(c)(i) or Section 9.1(c)(ii), or (y) (A) the Selling Entities by wire transfer of immediately available funds the sum of (1) forty percent (40%) of the Deposit (the "Termination Fee") *plus* (2) any amounts payable to the Selling Entities under Section 7.18 *plus* (3) the Enforcement Costs (such sum, the "Termination Payment Amount") and (B) the Buyer by wire transfer of immediately available funds any amounts remaining in the Escrow Account after payment of the Termination Payment Amount, in the case of the valid termination of this Agreement by the Selling Entities pursuant to Section 9.1(c)(iii) or by the Buyer pursuant to Section 9.1(b)(v) and at the time of such termination the Selling Entities could have terminated this Agreement pursuant to Section 9.1(c)(iii), which Termination Fee shall be deemed a non-refundable termination fee, without offset or reduction of any kind. In no event shall the Buyer be required to pay the Termination Fee on more than one occasion.

(b) Notwithstanding anything to the contrary in this Agreement, in the event that the Termination Fee is payable pursuant to Section 9.3(a), and if the Buyer has deposited the Deposit in the Escrow Account in accordance with Section 3.2, the Buyer shall not have any liability of any nature whatsoever to the Selling Entities with respect to any breach of this Agreement or the failure of the Closing to occur, other than the liability of the Buyer to (i) deliver joint written instructions to the Escrow Agent to release the Termination Fee to the Selling Entities in accordance with Section 9.3(a), (ii) pay any amounts payable to the Selling Entities under Section 7.18 and (iii) if the Buyer fails to deliver the joint written instructions when required under Section 9.3(a), (A) pay to the Selling Entities interest on the amount of the Termination Fee from the date such payment was required to be made until the date of payment at the rate of 5% per annum and (B) if, in order to obtain such payment, the Selling Entities commence a suit that results in a judgment against the Buyer requiring payment of the Termination Fee, reimbursement of the Selling Entities and each of their Affiliates and their respective representatives for their out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such suit (the amounts payable under this clause (iii), collectively, the "Enforcement Costs"). To the extent the Termination Payment Amount exceeds the amount of the Deposit, the Buyer shall pay to the Selling Entities the amount of such excess by wire transfer of immediately available funds no later than the date on which the Deposit is released to the Selling Entities in accordance with this Agreement and the Escrow Agreement. Notwithstanding anything to the contrary in this Agreement, but subject to the proviso to this sentence, (I) if the Selling

Entities receive the Termination Fee pursuant to Section 9.3(a), such payment shall be the sole and exclusive remedy of the Selling Entities against (A) the Buyer, (B) any of the Debt Financing Sources, (C) any of the Buyer's or the Debt Financing Sources' Subsidiaries or Affiliates and (D) any of foregoing's respective former, current or future general or limited partners, incorporators, controlling persons, stockholders, equityholders, members, managers, directors, officers, employees, agents, attorneys or other Representatives or any of their respective successors or permitted assigns ((B)-(D) of the foregoing, collectively, the "Buyer Related Parties"), and none of the Buyer or any of the Buyer Related Parties shall have any further liability or obligation, in each case relating to or arising out of this Agreement or the termination thereof (including the Commitment Letter) or the transactions contemplated hereby (or thereby) (or the failure of such transactions to occur for any reason or for no reason) and none of the Selling Entities, any of their respective Subsidiaries or Affiliates, or any of their respective former, current or future general or limited partners, incorporators, controlling persons, stockholders, equityholders, members, managers, directors, officers, employees, agents, attorneys or other Representatives or any of their respective successors or permitted assigns (collectively, the "Sellers Related Parties"), shall seek to recover any other damages or seek any other remedy, whether based on a claim at law or in equity, in contract, tort or otherwise, with respect to any losses or damages suffered in connection with this Agreement or the Commitment Letter or the transactions contemplated hereby or thereby or any oral representation made or alleged to be made in connection herewith, (II) if the Selling Entities receive any payments from the Buyer in respect of any breach of this Agreement and thereafter the Selling Entities receive the Termination Fee pursuant to Section 9.3(a), the amount of the Termination Fee shall be reduced by the aggregate amount of such payments made by the Buyer in respect of any such breaches and (III) in no event shall the Buyer or the Buyer Related Parties be subject to (nor shall the Selling Entities or any of the Sellers Related Parties seek to recover) monetary damages in excess of an amount equal to the Deposit, in the aggregate, for any losses or other liabilities arising out of or in connection with breaches by the Buyer of its representations, warranties, covenants and agreements contained in this Agreement or arising from any claim or cause of action that the Selling Entities or any of the Sellers Related Parties may have; *provided* that the limitations set forth in this sentence shall not (x) apply unless the Buyer shall have deposited the Deposit in the Escrow Account in accordance with Section 3.2 or (y) limit the Buyer's obligation to pay any amounts payable to the Selling Entities under Section 7.18 or in respect of the Enforcement Costs. The Selling Entities and the Buyer acknowledge and agree that the Termination Fee is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate the Selling Entities in the circumstances in which the Termination Fee is payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be uncertain and incapable of accurate determination.

(c) The Selling Entities and the Buyer acknowledge and agree that the agreements contained in this Section 9.3 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, neither the Buyer nor the Selling Entities would enter into this Agreement.

(d) While the Selling Entities may pursue each of (i) a grant of specific performance or other equitable relief under Section 10.13 and (ii) the payment of the Termination Fee under Section 9.3(a), any recovery by the Selling Entities shall be subject to the limitations set

forth in Section 9.3(b), and under no circumstances shall the Selling Entities be permitted or entitled to receive both (i) a grant of specific performance to cause the Buyer to consummate the Closing, and (ii) the Termination Fee.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Expenses. Except to the extent expressly provided in this Agreement, the Selling Entities, on the one hand, and the Buyer, on the other hand, shall each be responsible for the fees and expenses incurred by it, or on behalf of it, in connection with, or in anticipation of, this Agreement and the consummation of the transactions contemplated hereby.

10.2 Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written instrument signed on behalf of each of the Selling Entities and the Buyer, but without further application to or Order of the Bankruptcy Court or the Canadian Court. Notwithstanding anything to the contrary herein, the provisions of Section 7.18(c), Section 9.3(b)9.3(b), this Section 10.2, Section 10.7, Section 10.9, Section 10.13, Section 10.17 and Section 10.23 (and the definitions related thereto) that are related to the Debt Financing Sources may not be amended or modified in whole or in part in a manner adverse to the Debt Financing Sources without the written consent of each adversely affected Debt Financing Source.

10.3 Survival. None of the representations and warranties of the parties hereto in this Agreement, in any instrument delivered pursuant to this Agreement, or in the Schedules or Exhibits attached hereto shall survive the Closing, and no party hereto shall, or shall be entitled to, make any claim or initiate any action against any other party hereto with respect to any such representation or warranty from or after the Closing, except for the representations of the Buyer set forth in Section 6.9, which shall survive the Closing according to its terms. Other than with respect to the Post-Closing Covenants, none of the covenants or agreements of the parties in this Agreement shall survive the Closing, and no party hereto shall, or shall be entitled to, make any claim or initiate any action against any other party hereto with respect to any such covenant or agreement from or after the Closing. The Post-Closing Covenants will survive the Closing until the earlier of (a) performance of such Post-Closing Covenant in accordance with this Agreement or (b) (i) if time for performance of such Post-Closing Covenant is specified in this Agreement, ninety (90) days following the expiration of the time period for such performance, or (ii) if time for performance of such Post-Closing Covenant is not specified in this Agreement, the expiration of the applicable statute of limitations with respect to any claim for any failure to perform such Post-Closing Covenant; provided that if a written notice of any claim with respect to any Post-Closing Covenant is given prior to the expiration thereof then such Post-Closing Covenant will survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

10.4 Notices. All notices or other communications required or permitted under, or otherwise made in connection with, this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if transmitted by national overnight courier (with

confirmation of delivery), in each case, addressed as follows (or to such other addresses as the addressees shall indicate in accordance with the provisions hereof):

(a) If to the Selling Entities, to:

Imerys Talc America, Inc.

100 Mansell Court East, Suite 300
Roswell, Georgia 30076
Email: ryan.vanmeter@imerys.com
Attention: Ryan Van Meter

with a copy (which shall not constitute notice or constructive notice) to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Email: David.Zaheer@lw.com, Kim.Posin@lw.com, Helena.Tseregounis@lw.com
Attention: David Zaheer, Kimberly Posin, Helena Tseregounis

(b) If to the Buyer, to:

Magris Resources Canada Inc.

333 Bay Street
Suite 1101
Toronto Ontario M5H 2R2
Attention: Vice-President, Legal
Email: steve.astritis@magrisresources.com

with a copy (which shall not constitute notice or constructive notice) to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Attention: Scott Petepiece
Sean Skiffington
Luckey McDowell
Email: spetepiece@shearman.com
sean.skiffington@shearman.com
luckey.mcdowell@shearman.com

and

McCarthy Tétrault LLP
Suite 5300
TD Bank Tower
Box 48, 66 Wellington Street West
Toronto ON M5K 1E6
Attention: Jonathan See
Scott A. Bergen
Email: jsee@mccarthy.ca
sbergen@mccarthy.ca

10.5 Assignment**.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto (whether by operation of law or otherwise) without the prior written consent of the other parties hereto, and any such assignment shall be null and void; *provided, however,* that the Buyer may assign any or all of its rights, interests and obligations hereunder, in whole or from time to time in part, to any Debt Financing Sources as collateral in respect of the Financing, *provided* that, in the event of any such assignment, the Buyer shall remain liable for all such obligations; *provided, further,* that, in either case, no such assignment may be made to a person subject to any anti-laundering, anti-terrorism or other sanctions law which Selling Entities are obliged to comply with. No assignment by any party hereto shall relieve such party of any of its obligations hereunder. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, including, in the case of the Selling Entities, any trustee of the Chapter 11 Cases or any subsequent case under Chapter 7 of the Bankruptcy Code.

10.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.7 Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code or the CCAA apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

10.8 Acknowledgement and Release.

(a) Notwithstanding anything that may be expressed or implied in this Agreement or any other Transaction Document, and notwithstanding the fact that any party to any Transaction Document may be a partnership or limited liability company, the Buyer acknowledges

that the Selling Entities are the sole Persons bound by, or liable with respect to, the obligations and Liabilities of the Selling Entities under this Agreement and the other documents to be delivered in connection herewith, and that no Affiliate of any Selling Entity or any of their respective Subsidiaries or any current or former officer, director, stockholder, agent, attorney, employee, Representative, advisor or consultant of any Selling Entity or any such other Person shall be bound by, or liable with respect to, any aspect of this Agreement and the other documents to be delivered in connection herewith.

(b) Effective as of the Closing (but only if the Closing actually occurs), except for any rights or obligations under this Agreement, the other Transaction Documents and the Confidentiality Agreement, the Buyer, on behalf of itself and each of its Affiliates and each of its and their respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other Representatives or Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the "Releasors"), hereby irrevocably and unconditionally releases and forever discharges the Selling Entities, their respective Affiliates and each of the foregoing's respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other Representatives or Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the "Released Parties") of and from any and all actions, causes of action, suits, proceedings, executions, Orders, duties, debts, dues, accounts, bonds, Liabilities, Contracts and covenants (whether express or implied), and claims and demands whatsoever whether in law or in equity (whether based upon contract, tort or otherwise), which any of the Releasors may have against any of the Released Parties, now or in the future, in each case in respect of any cause, matter or thing relating to the Purchased Assets, the Assumed Liabilities, the Business or any action taken or failed to be taken by any of the Released Parties in any capacity related to the Purchased Assets or the Business occurring or arising on or prior to the Closing Date (the "Released Claims"). From and after the Closing and notwithstanding any applicable statute of limitations, the Buyer will not and will cause each of the other Releasors not to, bring any action, suit or proceeding against any Selling Entity or any of the other Released Parties, whether at law or in equity, with respect to any of the rights or claims waived and released by the Buyer on behalf of itself and the other Releasors hereunder.

10.9 Submission to Jurisdiction; WAIVER OF JURY TRIAL.

(a) Any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby and the proceedings related thereto shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court). Each party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) in respect of any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; provided, however, that, if the Chapter 11 Cases are dismissed, any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be heard and determined solely in the Chancery Court of the State of

Delaware and any state appellate court therefrom within the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware and any direct appellate court therefrom). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of such courts in respect of any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court. Each party hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or Legal Proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with Section 10.4, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable Law, any claim that (i) the suit, action or Legal Proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or Legal Proceeding is improper, or (iii) this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith, or the subject matter hereof or thereof, may not be enforced in or by such courts. Each party hereto agrees that notice or the service of process in any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder or thereunder, shall be properly served or delivered if delivered in the manner contemplated by Section 10.4.

(b) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR LEGAL PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF.

(c) Notwithstanding anything herein to the contrary, each of the parties hereto hereby agrees that it will not, nor permit any of its Affiliates to, bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Debt Financing Sources in any way relating to this Agreement, the Commitment Letter, the Financing, the definitive financing agreements for the Financing or any of the transactions contemplated hereby or thereby, including any dispute arising out of or relating in any way to this Agreement, the Commitment Letter, the Financing, the definitive financing agreements for the Financing, the transactions contemplated hereby or thereby or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, located in the Borough of Manhattan, or, if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and the appellate courts thereof), and that the provisions of Section 10.9(b) relating to the waiver of jury trial shall apply to any such action, cause of action, claim, cross-claim or third-party claim.

10.10 Counterparts. This Agreement may be executed by facsimile or pdf format and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which

when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered (by facsimile, pdf format or otherwise) to the other parties hereto.

10.11 Incorporation of Schedules and Exhibits. All Schedules and all Exhibits attached hereto and referred to herein are hereby incorporated herein by reference and made a part of this Agreement for all purposes as if fully set forth herein.

10.12 Entire Agreement. This Agreement (including all Schedules and all Exhibits), the Transaction Documents and the Confidentiality Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties hereto with respect thereto.

10.13 Remedies.

(a) The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or was otherwise breached and that monetary damages may not be an adequate remedy for any breach or threatened breach of any of the provisions of this Agreement. It is accordingly agreed that, subject to the other terms of this Agreement, including clause (b) below, prior to any valid termination of this Agreement as provided in Section 9.1, the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, and any such injunction shall be in addition to any other remedy to which any party hereto is entitled, at law or in equity.

(b) Notwithstanding the foregoing or anything herein to the contrary, it is hereby acknowledged and agreed that the Selling Entities shall only be entitled to an injunction, specific performance and other equitable relief to cause the Buyer to consummate the Closing in accordance with ARTICLE IV, if, (i) the Condition Satisfaction has occurred, (ii) the Financing has been funded or will be funded at the Closing (or, if Alternative Financing is being used in accordance with Section 7.18, the Alternative Financing has been funded or will be funded pursuant to the commitments with respect thereto), (iii) at or following the Condition Satisfaction, the Selling Entities have irrevocably confirmed to the Buyer in writing that the Selling Entities stand ready, willing and able to proceed with the Closing, if specific performance is granted and the Financing is funded (or, if Alternative Financing is being used in accordance with Section 7.18, the Alternative Financing is funded pursuant to the commitments with respect thereto) and (iv) the Buyer has failed to consummate the transactions contemplated hereby by the date the Closing is required to have occurred pursuant to Section 4.1.

10.14 Bulk Sales or Transfer Laws. The parties hereto intend that pursuant to section 363(f) of the Bankruptcy Code, and to the greatest extent possible under the CCAA, the transfer of the Purchased Assets shall be free and clear of any Interests in the Purchased Assets (other than Permitted Liens and Assumed Liabilities), including any liens or claims arising out of the bulk transfer laws, or under similar provisions of Canadian provincial, retail or sales tax Laws, and the parties hereto shall take such steps as may be reasonably necessary or appropriate to so provide in the Sale Order and the Recognition Order. In furtherance of the foregoing, each party

hereto hereby waives compliance by the parties hereto with the "bulk sales," "bulk transfers" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

10.15 Mutual Drafting; Headings; Information Made Available. The parties hereto participated jointly in the negotiation and drafting of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings and table of contents contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. To the extent this Agreement refers to information or documents to be made available (or delivered or provided) to the Buyer or its Representatives, the Selling Entities shall be deemed to have satisfied such obligation if the Selling Entities or any of their Representatives has made such information or document available (or delivered or provided such information or document) to the Buyer or any of its Representatives in an electronic data room or via electronic mail prior to the date of this Agreement.

10.16 Schedules. It is expressly understood and agreed that (a) the disclosure of any fact or item in any section of the Schedules shall be deemed disclosure with respect to any other section or subsection of this Agreement or the Schedules to the extent the applicability thereunder is reasonably apparent, (b) the disclosure of any matter or item in the Schedules shall not be deemed to constitute an acknowledgement that such matter or item is required to be disclosed therein, and (c) the mere inclusion of an item in the Schedules as an exception to a representation or warranty shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect.

10.17 No Third Party Beneficiaries. Except for provisions expressly providing rights to or benefiting the Representatives of the parties hereto, this Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment at all or for any specified period; *provided* that the Debt Financing Sources are intended third-party beneficiaries of, and may enforce directly, the provisions of Section 7.18(c), Section 9.3(b), Section 10.2, Section 10.7, Section 10.9, Section 10.13, this Section 10.17 and Section 10.23.

10.18 Conflicts; Privileges.

(a) It is acknowledged by each of the parties that the Selling Entities have retained Latham & Watkins, LLP ("Latham & Watkins") and Stikeman Elliott LLP ("Stikeman Elliott") (with respect to Imerys Talc Canada Inc.) to act as their counsel in connection with this Agreement and the transactions contemplated hereby (the "Current Representation"), and that no other party has the status of a client of Latham & Watkins or Stikeman Elliott for conflict of interest or any other purposes as a result thereof. The Buyer hereby agrees that after the Closing, Latham

& Watkins and Stikeman Elliott may represent any Selling Entity or any of its Affiliates or any of their respective Representatives (any such Person, a "Designated Person") in any matter involving or arising from the Current Representation, including any interpretation or application of this Agreement, any other Transaction Document or any other agreement entered into in connection with the transactions contemplated hereby, and including for the avoidance of doubt any proceeding between or among the Buyer or any of its Affiliates and any Designated Person, even though the interests of such Designated Person may be directly adverse to the Buyer or any of its Affiliates, and even though Latham & Watkins or Stikeman Elliott may have represented the Buyer in a substantially related matter, or may be representing the Buyer in ongoing matters. The Buyer hereby waives and agrees not to assert (i) any claim that Latham & Watkins or Stikeman Elliott has a conflict of interest in any representation described in this Section 10.18 or (ii) any confidentiality obligation with respect to any communication between Latham & Watkins or Stikeman Elliott and any Designated Person occurring during the Current Representation.

(b) The Buyer hereby agrees that as to all communications (whether before, at or after the Closing) between Latham & Watkins or Stikeman Elliott and any Designated Person that relate in any way to the Current Representation, the attorney-client privilege and all rights to any other evidentiary privilege, and the protections afforded to information relating to representation of a client under applicable rules of professional conduct, the Current Representation belongs to the Selling Entities and may be controlled by the Selling Entities and will not pass to or be claimed by the Buyer or any of its Representatives and the Buyer hereby agrees that it will not seek to compel disclosure to the Buyer or any of its Representatives of any such communication that is subject to attorney client privilege, or any other evidentiary privilege.

10.19 Approval. The Selling Entities' obligations under this Agreement and in connection with the transactions contemplated hereby are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Sale Order). Nothing in this Agreement shall require the Selling Entities or their Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

10.20 Fiduciary Obligations. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require any Selling Entity or any of their respective directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations.

10.21 Extension; Waiver. At any time prior to the Closing, the Selling Entities, on the one hand, or the Buyer, on the other hand, may, without application to or Order of the Bankruptcy Court (a) extend the time for the performance of any of the obligations or other acts of the Buyer (in the case of an agreed extension by the Selling Entities) or the Selling Entities (in the case of an agreed extension by the Buyer), (b) waive any inaccuracies in the representations and warranties of the Buyer (in the case of a wavier by the Selling Entities) or the Selling Entities (in the case of a waiver by the Buyer) contained herein or in any document delivered pursuant hereto, (c) waive compliance with any of the agreements of the Buyer (in the case of a wavier by the Selling Entities) or the Selling Entities (in the case of a waiver by the Buyer) contained herein, or (d) waive any condition to its obligations hereunder. Any agreement on the part of the Selling Entities, on the one hand, or the Buyer, on the other hand, to any such extension or waiver shall be valid only if

set forth in a written instrument signed on behalf of the applicable waiving party (without application to or Order of the Bankruptcy Court or the Canadian Court). The failure or delay of any party hereto to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of any rights hereunder.

10.22 Non-Controlled Affiliates. Notwithstanding anything in this Agreement to the contrary, neither party hereto shall have any obligation to cause its Affiliates who are not controlled by such party hereto to take or refrain from taking any action, and with respect to any Affiliate of a party hereto that is not controlled by such party hereto, the sole obligation of such party hereto shall be to direct such Affiliate to take or refrain from taking the applicable action.

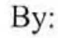
10.23 Non-Recourse; Limitation on Liability; Waiver of Claims. Notwithstanding anything to the contrary contained herein, the Selling Entities (on behalf of themselves and any of the Sellers Related Parties) hereby waives any rights or claims whether at law or in equity (whether in tort, contract or otherwise) against all Debt Financing Sources in connection with this Agreement, the Commitment Letter, the Financing or the definitive financing agreements for the Financing, and the Selling Entities (on behalf of themselves and any of the Sellers Related Parties) agree not to commence any action or proceeding whether at law or in equity (whether in tort, contract or otherwise) against any Debt Financing Source in connection with this Agreement, the Commitment Letter, the Financing or the definitive financing agreements for the Financing, and agree to cause any such action or proceeding asserted by the Selling Entities (on behalf of themselves and any Sellers Related Party) in connection with this Agreement, the Commitment Letter, the Financing or the definitive financing agreements for the Financing to be dismissed or otherwise terminated. In furtherance and not in limitation of the foregoing waiver, it is acknowledged and agreed that no Debt Financing Source shall have any liability for any claims or damages to the Selling Entities or any Sellers Related Party, in connection with this Agreement, the Commitment Letter, the Financing, the definitive financing agreements for the Financing, or the transactions contemplated hereby or thereby. Without limiting the foregoing, the Debt Financing Sources shall be beneficiaries of all limitations on remedies and damages in this Agreement that apply to the Buyer and are express third party beneficiaries of this Section 10.23.

* * * * *

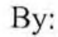
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

SELLING ENTITIES:

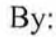
IMERYS TALC AMERICA, INC.

By: 
Name: Ryan Van Meter
Title: Secretary

IMERYS TALC VERMONT, INC.

By: 
Name: Ryan Van Meter
Title: Secretary

IMERYS TALC CANADA INC.

By: 
Name: Ryan Van Meter
Title: Secretary

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

BUYER:

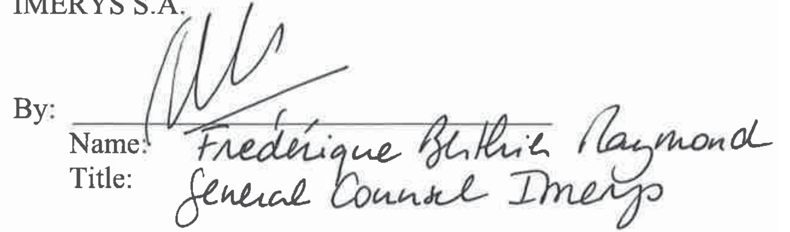
MAGRIS RESOURCES CANADA INC.

By: ______________________

Name: Matthew Fenton
Title: President and Chief Financial Officer

IN WITNESS WHEREOF, for the sole purposes of Sections 4.2(d), 4.2(e), 4.2(f), 7.15 and 7.20 of this Agreement, IMERYS S.A. has caused this Agreement to be executed as of the date first written above.

IMERYS S.A.



By: ____________________________
Name: Frédérique Berthier Raymond
Title: General Counsel Imerys

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, for the sole purposes of Sections7.9(b), 7.9(f) and 7.9(g) of this Agreement, IMERYS USA INC. has caused this Agreement to be executed as of the date first written above.

IMERYS USA INC.

By:

Name: Frederique Berthier Raymond

Title: General Counsel Imerys

[Signature Page to Asset Purchase Agreement]

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of [●], 2020, by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada Inc., a Canada corporation, (each, a "Selling Entity" and collectively, the "Selling Entities"), [and] Magris Resources Canada Inc., a Canada corporation (the "Buyer")[, and [●], a [●] and an Affiliate of the Buyer (the "Assignee")]. The Selling Entities and the Buyer are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the Selling Entities and the Buyer are parties to that certain Asset Purchase Agreement dated as of October 13, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Buyer has agreed to purchase from the Selling Entities (or to cause one or more of its Affiliates to purchase), and the Selling Entities have agreed to sell to the Buyer or one or more of its Affiliates, the Purchased Assets, and the Buyer or one or more of its Affiliates has agreed to assume from the Selling Entities the Assumed Liabilities, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and in any Order of the Bankruptcy Court, and further subject to Bankruptcy Court approval in the Chapter 11 Cases and Canadian Court approval in the Canadian Proceeding;

[**WHEREAS,** the Buyer hereby designates the Assignee to assume all of the Assumed Liabilities under the Purchase Agreement;] and

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Selling Entities[,] [and] the Buyer [and the Assignee] have agreed to deliver this Agreement to the other Party.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Selling Entities[,] [and] the Buyer [and the Assignee], intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement.

Section 2. Assignment and Assumption of Liabilities. Upon the terms contained in the Purchase Agreement and pursuant to the terms of the Sale Order and the Recognition Order, the Selling Entities hereby assign, convey, transfer and deliver to [the Buyer] [1] each of the Assumed Liabilities. [The Buyer] hereby assumes, and agrees to pay, perform, and discharge when due all of the Assumed Liabilities.

Section 3. Liabilities not Assumed. [The Buyer] shall not assume or be obligated to pay, perform, or otherwise discharge any of the Excluded Liabilities.

[1] Replace bracketed references with "the Assignee" if applicable.

Section 4. **Terms of the Purchase Agreement.** Each of the Selling Entities[,] [and] the Buyer [and the Assignee] acknowledges and agrees that the representations, warranties, and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Agreement is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement, the terms hereof, and/or the terms of any consents to assignment or other similar documents entered into by any of the Parties to facilitate the assignment, conveyance, transfer, setting over, or delivery of the Assumed Liabilities to [the Buyer, the terms of the Purchase Agreement shall govern.

Section 5. **No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any Person other than the Selling Entities[,] [and] the Buyer [and the Assignee] and their respective successors and permitted assigns.

Section 6. **Succession and Assignment.** This Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns, including, in the case of the Selling Entities, any trustee in the Chapter 11 Cases (or in a case under Chapter 7 of the Bankruptcy Code); *provided*, *however*, that no assignment by any Party shall relieve such Party of any of its obligations hereunder. For the avoidance of doubt, notwithstanding the fact that the Buyer has designated the Assignee to assume the Assumed Liabilities hereunder, the Buyer shall remain liable for all obligations of the Buyer under the Purchase Agreement, including with respect to the Assumed Liabilities.

Section 7. **Governing Law**. Except to the extent the mandatory provisions of the Bankruptcy Code or the CCAA apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution, or performance hereof, shall be governed by, and construed, interpreted, and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 8. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9. **Counterparts and Facsimile Signature.** This Agreement may be executed by facsimile or pdf format and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each Party and delivered (by facsimile, pdf format, or otherwise) to the other Parties.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLING ENTITIES:

IMERYS TALC AMERICA, INC.

By: ___________________________
Name:
Title:

IMERYS TALC VERMONT, INC.

By: ___________________________
Name:
Title:

IMERYS TALC CANADA INC.

By: ___________________________
Name:
Title:

BUYER:

MAGRIS RESOURCES CANADA INC.

By: ________________________________
Name:
Title:

ASSIGNEE:

[●]

By: ________________________________
Name:
Title:

EXHIBIT B

FORM OF BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Bill of Sale") is being executed and delivered by Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada Inc., a Canada corporation, (each, a "Selling Entity" and collectively, the "Selling Entities"), as of [●], 2020 in favor of [[●], a [●] (the "Assignee") and an Affiliate of] Magris Resources Canada Inc., a Canada corporation (the "Buyer").

WHEREAS, the Selling Entities and the Buyer are parties to that certain Asset Purchase Agreement dated as of October 13, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Buyer has agreed to purchase from the Selling Entities (or to cause one or more of its Affiliates to purchase), and the Selling Entities have agreed to sell to the Buyer or one or more of its Affiliates, the Purchased Assets, and the Buyer or one or more of its Affiliates has agreed to assume from the Selling Entities the Assumed Liabilities, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and in any Order of the Bankruptcy Court, and further subject to Bankruptcy Court approval in the Chapter 11 Cases and Canadian Court approval in the Canadian Proceeding;

[**WHEREAS,** the Buyer hereby designates the Assignee to receive the Purchased Assets under the Purchase Agreement;] and

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Selling Entities have agreed to deliver this Bill of Sale to [the Buyer][1].

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Selling Entities, intending to be legally bound, hereby agrees as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement.

Section 2. Sale and Transfer of Purchased Assets. Upon the terms contained in the Purchase Agreement and pursuant to the terms of the Sale Order and the Recognition Order, each Selling Entity hereby irrevocably sells, assigns, conveys, transfers, and delivers to [the Buyer], effective as of the Closing, all of such Selling Entity's right, title, and interest, free and clear of all Liens (other than the Permitted Liens), in and to all of the Purchased Assets.

Section 3. Assets Not Acquired. [The Buyer] shall not purchase or acquire any of the Excluded Assets.

Section 4. Payments by the Buyer. For the avoidance of doubt, the Buyer has (A) paid the Cash Purchase Price and (B) entered (or caused one of its designated Affiliates to enter) into that

[1] Replace bracketed references with "the Assignee" if applicable.

certain Assignment and Assumption Agreement between the Selling Entities and the Buyer (or its designated Affiliate) entered into on the date hereof (the "Assumption Agreement"), in exchange for the sale, assignment, conveyance, transfer and delivery of the Purchased Assets to [the Buyer] pursuant to this Bill of Sale.

Section 5. **Terms of the Purchase Agreement.** The representations, warranties, and agreements contained in the Purchase Agreement, and any limitations thereon, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Bill of Sale is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement, the terms hereof, and/or the terms of any consents to assignment or other similar documents entered into by the Selling Entities or the Buyer to facilitate the sale, assignment, conveyance, transfer, or delivery of the Purchased Assets to the Buyer or one or more of its Affiliates, the terms of the Purchase Agreement shall govern.

Section 6. **No Third Party Beneficiaries.** This Bill of Sale shall not confer any rights or remedies upon any Person other than the Selling Entities[,] [and] the Buyer [and the Assignee] and their respective successors and permitted assigns.

Section 7. **Succession and Assignment.** This Bill of Sale and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Selling Entities[,] [and] the Buyer [and the Assignee] and their respective successors and permitted assigns, including, in the case of the Selling Entities, any trustee in the Chapter 11 Cases (or in a case under Chapter 7 of the Bankruptcy Code); *provided*, *however*, that no assignment by any party shall relieve such party of any of its obligations hereunder.

Section 8. **Governing Law.** Except to the extent the mandatory provisions of the Bankruptcy Code or the CCAA apply, this Bill of Sale and all claims and causes of action arising out of, based upon, or related to this Bill of Sale or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted, and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 9. **Headings.** The section headings contained in this Bill of Sale are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Bill of Sale.

Section 10. **Counterparts and Facsimile Signature.** This Bill of Sale may be executed by facsimile or pdf format and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each party hereto and delivered (by facsimile, pdf format, or otherwise) to the other parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Selling Entities have executed this Bill of Sale as of the date first written above.

IMERYS TALC AMERICA, INC.

By: ___________________________
Name:
Title:

IMERYS TALC VERMONT, INC.

By: ___________________________
Name:
Title:

IMERYS TALC CANADA INC.

By:
Name:
Title:

Acknowledged and agreed:

MAGRIS RESOURCES CANADA INC.

By: ________________________________
Name:
Title:

[[●]

By: ________________________________
Name:
Title:]

EXHIBIT C

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "**Assignment**"), effective as of [●], 2020, (the "**Effective Date**") is made and entered into by **IMERYS TALC AMERICA, INC.**, a Delaware corporation ("**Imerys Talc America**"), **IMERYS TALC VERMONT, INC.**, a Vermont corporation ("**Imerys Talc Vermont**"), and **IMERYS TALC CANADA INC.**, a Canada corporation ("**Imerys Talc Canada**", and together with Imerys Talc America and Imerys Talc Vermont, each an "**Assignor**", and together, the "**Assignors**") as assignors, in favor of **MAGRIS RESOURCES CANADA INC.**, a Canada corporation ("**Assignee**"), as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignors have adopted and are the owners of the Intellectual Property identified in Schedule 1, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including but not limited to, all common law rights, trade name rights, domain name rights, causes of action and the right to recover for past infringement;

WHEREAS, the Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of October 13, 2020 (the "**Purchase Agreement**"), pursuant to which the Assignors have agreed to sell, assign, convey, transfer and deliver all right, title and interest in and to the Purchased Assets to Assignee, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and in any Order of the Bankruptcy Court, and further subject to Bankruptcy Court approval in the Chapter 11 Cases and Canadian Court approval in the Canadian Proceeding; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignors agreed to enter into this Assignment, and Assignee would not have entered into the Purchase Agreement but for the Assignors' execution of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignors hereby agree as follows:

1. Definitions. Except as specified to the contrary, all capitalized terms in this Assignment shall have the meanings assigned to them in the Purchase Agreement.

2. Assignment of Intellectual Property. As of the Effective Date, each Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all right, title and interest, throughout the world, in and to (i) all Intellectual Property set forth on Schedule 1 to this Assignment and all other Intellectual Property that is included in the Purchased Assets together with the goodwill of the Business associated therewith (the "**Purchased IP**"); (ii) all common law and statutory right, title and interest in and to the Purchased IP, all rights of priority, registration, maintenance, renewal and protection thereof, and the right to create derivative works thereof; (iii) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, payments, costs and fees for past and future

infringements thereof; (iv) all rights of action and defenses accruing and to accrue in respect of the Purchased IP, including the right to sue for past, present, and future infringements and the right to settle suits involving claims and demands for royalties owing and to fully and entirely stand in the place of each Assignee in all matters related to all of the foregoing; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

3. Authorization. Each Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries in connection with the Purchased IP, and to secure in its own name the patents and registrations granted thereon. Each Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee's ownership rights in and to the Purchased IP.

4. Further Acts. Each Assignor agrees to execute any additional documents, including confirmatory assignments, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the purposes of this Assignment.

5. Terms of the Purchase Agreement. The representations, warranties, and agreements contained in the Purchase Agreement, and any limitations thereon, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement, the terms hereof, and/or the terms of any consents to assignment or other similar documents entered into by the Assignors or the Assignee to facilitate the sale, assignment, conveyance, transfer, or delivery of the Purchased Assets to the Assignor, the terms of the Purchase Agreement shall govern.

6. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any Person other than the Assignors and the Assignee and their respective successors and permitted assigns.

7. Succession and Assignment. This Assignment and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Assignors and the Assignee and their respective successors and permitted assigns, including, in the case of the Assignors, any trustee in the Chapter 11 Cases (or in a case under Chapter 7 of the Bankruptcy Code); *provided*, *however*, that no assignment by any party shall relieve such party of any of its obligations hereunder.

8. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code or the CCAA apply, this Assignment and all claims and causes of action arising out of, based upon, or related to this Assignment or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted, and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law

principles that would result in the application of any Laws other than the Laws of the State of Delaware.

9. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

10. Counterparts and Facsimile Signature. This Assignment may be executed by facsimile or pdf format and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each party hereto and delivered (by facsimile, pdf format, or otherwise) to the other parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and entered into this Assignment as of the date first set forth above.

ASSIGNORS:

IMERYS TALC AMERICA, INC.

By: ____
Name:
Title:

IMERYS TALC VERMONT, INC.

By: ____
Name:
Title:

IMERYS TALC CANADA INC.

By: ____
Name:
Title:

Signature Page to Assignment of Intellectual Property

ASSIGNEE:

MAGRIS RESOURCES CANADA INC.

By: ______________________________
Name:
Title:

Signature Page to Assignment of Intellectual Property

<u>Schedule 1</u>

INTELLECTUAL PROPERTY

EXHIBIT D

ESCROW AGREEMENT

This Escrow Agreement, dated as of October [●], 2020 (this "Escrow Agreement"), is entered into by and among (i) Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc. a Vermont corporation, and Imerys Talc Canada Inc., a Canadian corporation (collectively, the "Selling Entities"), (ii) Magris Resources Canada Inc., a Canadian corporation (the "Buyer"), and (iii) WILMINGTON TRUST, NATIONAL ASSOCIATION, a national association, as escrow agent (the "Escrow Agent"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below). The Buyer, on the one hand, and the Selling Entities, on the other hand, shall each be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 13, 2020 (the "Purchase Agreement"), by and among the Buyer, the Selling Entities and for the sole purposes of certain specified sections thereof, Imerys USA Inc. and Imerys S.A, the Buyer will purchase the Purchased Assets from the Selling Entities and assume the Assumed Liabilities from the Selling Entities; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Parties have agreed to place in escrow certain funds and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement.

NOW, THEREFORE, in consideration of the promises and agreements of the Parties and Escrow Agent and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

ARTICLE 1
ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Amount. Within four (4) Business Days after the date of the Purchase Agreement, the Buyer shall deliver, or cause to be delivered, to the Escrow Agent an amount equal to $22,300,000 (the "Escrow Amount"), by wire transfer of immediately available funds, to be held in an account maintained on the terms and subject to the conditions set forth in this Escrow Agreement (the "Escrow Account").

Section 1.2. Investments.

(a) The Escrow Agent shall invest the Escrow Amount in the M&T Bank Corporate Deposit Account, which is a non-interest bearing account further described herein on Exhibit A. Any change in such investment account shall require the written consent of both the Buyer and the Selling Entities.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this

Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made in accordance with the instructions on which it is authorized to rely pursuant to this Escrow Agreement, except to the extent that such loss is the result of an act of fraud, gross negligence or willful misconduct by the Escrow Agent. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account; provided that in all circumstances of self-dealing the Escrow Agent shall act in good faith. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations or advice.

Section 1.3. Disbursements.

(a) If the Closing occurs, at the Closing, the Escrow Agent shall disburse the Escrow Amount (which shall be applied towards the Cash Purchase Price) as the Selling Entities shall direct in writing. If the Closing does not occur and (i) if the Purchase Agreement is terminated by (A) the Selling Entities pursuant to Sections 9.1(c)(i) or 9.1(c)(ii) thereof or (B) the Buyer pursuant to Section 9.1(b)(v) of the Purchase Agreement and at the time of such termination the Selling Entities could have terminated the Purchase Agreement pursuant to Section 9.1(c)(i) or Section 9.1(c)(ii) thereof, the Escrow Agent shall disburse the Escrow Amount as the Selling Entities shall direct in writing (which writing shall be in the form of a joint written instruction signed by an Authorized Representative of each of the Selling Entities and the Buyer) within two (2) Business Days after receiving such instruction, (ii) if the Purchase Agreement is terminated by (A) the Selling Entities pursuant to Section 9.1(c)(iii) thereof or (B) the Buyer pursuant to Section 9.1(b)(v) of the Purchase Agreement and at the time of such termination the Selling Entities could have terminated the Purchase Agreement pursuant to Section 9.1(c)(iii) thereof, the Escrow Agent shall disburse from the Escrow Amount an amount equal to the Termination Payment Amount to an account designated by the Selling Entities and the remainder of the Escrow Amount (if any) to an account designated by the Buyer, which accounts shall be specified in a joint written instruction signed by an Authorized Representative of each of the Selling Entities and the Buyer, two (2) Business Days after receiving such instruction; and (iii) if the Purchase Agreement is terminated other than in accordance with clause (i) or clause (ii) of this Section 1.3(a), then the Escrow Agent shall disburse the Escrow Amount as the Buyer shall direct in writing (which writing shall be in the form of a joint written instruction signed by an Authorized Representative of each of the Selling Entities and the Buyer) within two (2) Business Days after receiving such instruction.

(b) Notwithstanding Section 1.3(a) above, if the Escrow Agent receives either (i) a joint written instruction signed by an authorized representative of each of the Selling Entities and the Buyer (as set forth on Exhibits B-1 and B-2, respectively, as such Exhibits may be amended from time to time by notice given pursuant to Section 4.3 by the Selling Entities and the Buyer, respectively) (an "Authorized Representative") directing the Escrow Agent as to payment of all or any part of the Escrow Amount or (ii) a final, non-appealable decision of any court of competent jurisdiction directing the Escrow Agent to release any portion of the Escrow Amount in accordance with such decision, the Escrow Agent shall, as soon as practicable, but in any event within two (2) Business Days, after receipt of such instruction, joint written instruction or decision pay such

amount from the Escrow Account as directed in such instruction, joint written instruction or decision.

(c) With respect to any release of funds from the Escrow Account pursuant to a joint written instruction signed by the Authorized Representatives of the Buyer and the Selling Entities, the Escrow Agent shall (i) send a confirmatory notice to an Authorized Representative of each of the Selling Entities and the Buyer of the pending disbursement of funds from the Escrow Account showing the amount to be disbursed; (ii) obtain, from an Authorized Representative of each of the Selling Entities and the Buyer, final confirmation (which the Parties shall not unreasonably withhold or delay) to the amount of pending disbursement from the Escrow Account; and (iii) thereafter, disburse such amount in accordance with such joint written instruction.

(d) In the event that the Escrow Agent makes any payment to any person pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Account or another person or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, in each case pursuant to a final, non-appealable decision of any court of competent jurisdiction, then the recipient shall repay to the Escrow Agent upon written request the amount so paid to it.

(e) The Escrow Agent shall, in its reasonable discretion, comply with judgments or orders issued or process entered pursuant to a final, non-appealable decision by any court with respect to the Escrow Amount, including without limitation any attachment, levy or garnishment, without any obligation to determine such court's jurisdiction in the matter and in accordance with its normal business practices; provided that, as permitted by law or such judicial order, the Escrow Agent shall use reasonable best efforts to give prior written notice to the Parties of its intent to comply with such judgments, orders or process. If the Escrow Agent complies with any such judgment, order or process, then it shall not be liable to any Party or any other person by reason of such compliance, regardless of the final disposition of any such judgment, order or process, except where the Escrow Agent acted with fraud, gross negligence or willful misconduct.

(f) The Escrow Agent will furnish monthly statements to the Parties setting forth the activity in the Escrow Account.

Section 1.4. Security Procedure for Funds Transfer. Concurrently with the execution of this Escrow Agreement, the Buyer, on the one hand, and the Selling Entities, on the other hand, shall each deliver, or cause to be delivered, to the Escrow Agent authorized signers' forms in the form of Exhibit B-1 and Exhibit B-2 (as applicable) to this Escrow Agreement. The Escrow Agent shall follow internal policies and procedures when confirming the validity or authenticity of funds transfer instructions received in the name of the Parties, which may include a callback to one or more of the authorized individuals evidenced in Exhibit B-1 and Exhibit B-2. Once delivered to the Escrow Agent, Exhibit B-1 or Exhibit B-2 may be revised or rescinded only in writing signed by an authorized representative of the Party. If a revised Exhibit B-1 or Exhibit B-2 or a rescission of an existing Exhibit B-1 or Exhibit B-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to either Party, such document shall be accompanied by additional

documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the Parties. The Parties understand that the Escrow Agent's inability to receive or confirm funds transfer instructions may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

Section 1.5. Tax Reporting.

(a) The Parties agree that the Escrow Agent has been instructed to invest the Escrow Amount in a non-interest bearing and non-income generating account. In the event such instructions are changed in accordance with the terms of this Agreement, the Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Amount shall, as of the end of each calendar year and to the extent required by the Internal Revenue Code of 1986, as amended thereunder (the "Code"), be reported as having been earned by the Buyer, whether or not such income was disbursed during such calendar year, and the Parties shall file all tax returns consistent with such treatment. The Escrow Agent shall be deemed the payor of any interest or other income paid upon investment of the Escrow Amount for purposes of performing tax reporting. With respect to any other payments made under this Escrow Agreement, the Escrow Agent shall not be deemed the payor and shall have no responsibility for performing tax reporting. The Escrow Agent's function of making such payments is solely ministerial and upon express direction of the Parties. Within five (5) days following the end of each calendar quarter and on the date of the final distribution of funds from the Escrow Account, the Escrow Agent shall release and disburse to Buyer from the Escrow Account an amount equal to thirty percent (30%) of all interest and other income earned since the preceding calendar quarter on the Escrow Amount..

(b) The Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may reasonably request to perform its obligations under this Escrow Agreement. The Parties understand that if such tax reporting documentation was not provided and certified to the Escrow Agent, the Escrow Agent would be required by the Code, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Amount.

Section 1.6. Termination. This Escrow Agreement shall terminate upon the disbursement of all of the funds in the Escrow Account in accordance with the terms hereof, and thereafter, this Escrow Agreement shall be of no further force and effect, except that the rights and obligations of each party set forth in Sections 3.1, 3.2 and 3.4 and Article 4 hereof shall survive such termination.

ARTICLE 2
DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be

responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document other than this Escrow Agreement (other than the capitalized terms used but not defined herein to which meanings have been given in the Purchase Agreement), whether or not an original or a copy of any such agreement, instrument or document has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument or document. References in this Escrow Agreement to any other agreement, instrument or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement, except as otherwise required by Law.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in good faith in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent; provided that such action or inaction is not inconsistent with the terms of this Escrow Agreement or the obligations of the Escrow Agent hereunder. The Escrow Agent shall be reimbursed as set forth in Section 3.4 for any and all reasonable and documented compensation (including reasonable fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians and/or nominees. Notwithstanding this section, the Escrow Agent, this Escrow Agreement and the Escrow Agent's performance of duties thereto remain subject to customary principles of principal/agent law as applicable in the governing jurisdiction.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the joint written instruction of Authorized Representatives of the Parties or their respective agents, representatives, successors or assigns, except for its own fraud, gross negligence or willful misconduct. Subject to compliance with its internal policies and procedures when confirming the validity or authenticity of funds transfer instructions, the Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter or other document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority except for its own fraud, gross negligence or willful misconduct.

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties, unless otherwise expressly provided herein.

ARTICLE 3
PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties hereby agree, jointly and severally, to indemnify the Escrow Agent, its directors, officers, employees and agents (collectively, the "Indemnified Parties") from and against, and hold the Indemnified Parties harmless from, any liabilities, losses, actions, suits or proceedings at law or in equity, and any other expenses, fees or charges of any

character or nature, including, without limitation, reasonable attorney's fees and expenses, which an Indemnified Party may incur or with which it may be threatened by reason of acting as or on behalf of the Escrow Agent under this Escrow Agreement or arising out of the existence of the Escrow Account, except (i) for taxes arising out of the payments made to the Escrow Agent pursuant to Section 3.4 and Exhibit C and (ii) to the extent caused by the Escrow Agent's gross negligence, fraud or willful misconduct, or, with respect to tax matters, intentional disregard of a filing or reporting requirement. The Parties agree that to the extent any claim in accordance with the immediately preceding sentence is caused by or through one of the Parties, such Party will indemnify the other Party for any liability to the Escrow Agent. In all other events, the Parties agree that they shall each have a right to contribution and indemnification against each other such that they shall share the foregoing indemnification costs equally.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (A) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, OR (B) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective sixty (60) calendar days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Amount and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of sixty (60) calendar days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by the Buyer. The fee agreed upon for the services rendered hereunder is intended as compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof (other than as a result of the Escrow Agent's gross negligence, fraud or willful misconduct), then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all

reasonable and documented out-of-pocket costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between or involving any of the Parties concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrow Amount until the Escrow Agent (a) receives either (i) a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Amount, along with a certification from the providing Party that the order or direction is final, or (ii) a written agreement executed by each of the Parties involved in such disagreement or dispute directing delivery of the Escrow Amount, in which event the Escrow Agent shall be authorized to disburse the Escrow Amount in accordance with such final court order, arbitration decision or written agreement, as the case may be, or (b) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof and payment of the Escrow Amount into court, the Escrow Agent shall be relieved of all liability as to the Escrow Amount and shall be entitled to recover reasonable and documented out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on any such court order, arbitration decision or written agreement without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Amount; Compliance with Legal Orders. In the event that any portion of the Escrow Amount shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court affecting the Escrow Amount, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 3.8 Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military

disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; labor disputes; or acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 3.9. Compliance with Legal Orders. The Escrow Agent shall be entitled to consult with its legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof, and shall incur no liability and shall be fully protected in acting in good faith in accordance with the advice or opinion of such counsel.

Section 3.10. Disagreements. In the event the Escrow Agent receives conflicting instructions hereunder, the Escrow Agent shall refrain from acting until such conflict is resolved to the reasonable satisfaction of the Escrow Agent.

Section 3.11. No Financial Obligation. The Escrow Agent shall not be required to use its own funds to make any of the payments required to be made by it under this Escrow Agreement (other than in connection with the performance of the services set forth on Exhibit C).

ARTICLE 4
MISCELLANEOUS

Section 4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld), provided that the Buyer may assign this Agreement without consent to any Debt Financing Sources as collateral in respect of the Financing pursuant to (and subject to the conditions of) Section 10.5 of the Purchase Agreement. Prior to any such assignment, the assigning Party will provide the Escrow Agent with Know Your Customer documentation regarding the assignee as reasonably requested by the Escrow Agent.

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other person, should any or all of the Escrow Amount escheat by operation of law.

Section 4.3. Notices. All notices and other communications under this Escrow Agreement shall be in writing and are deemed duly delivered when (a) delivered if delivered personally or by internationally recognized courier service (costs prepaid), (b) received or rejected by the addressee, if sent by certified mail, return receipt requested or (c) sent by electronic mail with confirmation of delivery; in each case to the following addresses or electronic mail address and marked to the

attention of the individual designated below (or to such other address or individual as a party may designate by such notice to the other parties):

If to the Buyer:

Magris Resources Canada Inc.
333 Bay Street
Suite 1101
Toronto Ontario M5H 2R2
Attention: Vice-President, Legal
E-mail: steve.astritis@magrisresources.com

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Attention: Scott Petepiece, Sean Skiffington, Luckey McDowell
E-mail: spetepiece@shearman.com, sean.skiffington@shearman.com, luckey.mcdowell@shearman.com

and

McCarthy Tétrault LLP
Suite 5300
TD Bank Tower
Box 48, 66 Wellington Street West
Toronto ON M5K 1E6
Attention: Jonathan See, Scott A. Bergen
Email: jsee@mccarthy.ca, sbergen@mccarthy.ca

If to the Selling Entities:

Imerys Talc America, Inc.
100 Mansell Court East, Suite 300
Roswell, Georgia 30076
Attention: Ryan Van Meter
E-mail: ryan.vanmeter@imerys.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Attention: David Zaheer, Kimberly Posin, Helena Tseregounis
E-mail: David.Zaheer@lw.com, Kim.Posin@lw.com, Helena.Tseregounis@lw.com

If to the Escrow Agent:

Wilmington Trust, National Association
50 South 6th Street, STE 1290
Minneapolis, MN 55104
Attention: Marcus Farmer
E-mail: mfarmer@wilmingtontrust.com

Section 4.4. Severability. If any term, provision, covenant or restriction of this Escrow Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms of this Escrow Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon such determination that any term is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Escrow Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner.

Section 4.5. Governing Law. This Escrow Agreement, and all actions (whether in contract or tort) that may be based upon, arise out of or relate to this Escrow Agreement or the negotiation, execution or performance hereof (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Escrow Agreement or as an inducement to enter into this Escrow Agreement), shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Section 4.6. Jurisdiction.

(a) The Parties agree that the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof. In the event the Bankruptcy Court reserves jurisdiction to consider disputes arising under this Agreement post-confirmation, then all such disputes shall be brought before the Bankruptcy Court. The Parties shall jointly request that the Bankruptcy Court reserve such jurisdiction.

(b) In the event the Bankruptcy Court does not reserve jurisdiction, subject to Section 4.6(a), each of the Parties and the Escrow Agent hereby irrevocably submits to the exclusive jurisdiction of the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any federal or state court sitting in the State of Delaware and any appellate court therefrom) over any suit, action or other proceeding brought by any Party or the Escrow Agent arising out of or relating to this Escrow Agreement, and each of the Parties and the Escrow Agent hereby irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts.

Section 4.7. Entire Agreement. This Escrow Agreement, together with the exhibits attached hereto, and the Purchase Agreement set forth the entire agreement and understanding of the Parties related to the Escrow Amount. In the event of a conflict between this Escrow Agreement and the Purchase Agreement, the Purchase Agreement shall prevail.

Section 4.8. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Buyer, the Selling Entities and the Escrow Agent.

Section 4.9. Waivers. The failure on the part of any party to this Escrow Agreement to exercise any power, right, privilege or remedy under this Escrow Agreement, and no delay on the part of any party to this Escrow Agreement in exercising any power, right, privilege or remedy under this Escrow Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation or warranty contained in this Escrow Agreement.

Section 4.10. Headings. Section headings of this Escrow Agreement are for convenience of reference only, shall not be deemed to be a part of this Escrow Agreement and shall not be referred to in connection with the construction or interpretation of this Escrow Agreement. Except as otherwise expressly set forth herein, references to "Articles," "Exhibits" or "Sections" shall be to Articles, Exhibits or Sections of or to this Escrow Agreement.

Section 4.11. Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Section 4.12. Waiver of Jury Trial. **EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ESCROW AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ESCROW AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 4.13. Publication; Disclosure. By executing this Escrow Agreement, the Escrow Agent acknowledges that this Escrow Agreement (including related attachments) contains certain information that is sensitive and confidential in nature and agree that such information needs to be protected from improper disclosure, including the publication or dissemination of this Escrow Agreement and related information to individuals or entities not a party to this Escrow Agreement. The Escrow Agent further agrees to take reasonable measures to mitigate any risks associated with

the publication or disclosure of this Escrow Agreement and information contained therein, including, without limitation, the redaction of the manual signatures of the signatories to this Escrow Agreement, or, in the alternative, publishing a conformed copy of this Escrow Agreement. If the Escrow Agent must disclose or publish this Escrow Agreement or information contained herein pursuant to any regulatory, statutory, or governmental requirement, as well as any judicial, or administrative order, subpoena or discovery request, it shall notify in writing each Party of the legal requirement to do so. If the Escrow Agent becomes aware of any threatened or actual unauthorized disclosure, publication or use of this Escrow Agreement, the Escrow Agent shall promptly notify in writing the Parties and the Escrow Agent shall be liable for any unauthorized release or disclosure.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

BUYER:

MAGRIS RESOURCES CANADA INC.

By: ___________________________
Name:
Title:

SELLING ENTITIES:

IMERYS TALC AMERICA, INC.

By: ___________________________
Name:
Title:

IMERYS TALC VERMONT, INC.

By: ___________________________
Name:
Title:

IMERYS TALC CANADA INC.

By: ___________________________
Name:
Title:

ESCROW AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: ________________________
Name: Marcus Farmer
Title: Assistant Vice President

EXHIBIT A

Agency and Custody Account Direction
For Cash Balances
In a Non-Interest Bearing Account

Direction to use a non-interest bearing account for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this Exhibit A is attached.

The Escrow Agent is hereby directed to deposit, as indicated below, or as the Parties shall direct further in writing from time to time, all cash in the Account in the following non-interest bearing deposit account of M&T Bank:

M&T Bank Corporate Deposit Account

The Parties acknowledge that amounts on deposit in the M&T Bank Corporate Deposit Account are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of $250,000 per depositor, per issued bank. This includes principal and accrued interest up to a total of $250,000.

The Parties acknowledge that the amounts on deposit in the M&T Bank Corporate Deposit Account will not bear any interest.

The Parties acknowledge that they have full power, acting jointly, to direct investments of the Account.

The Parties understand that they may change this direction at any time and that it shall continue in effect until revoked or modified by the Parties, acting jointly, by written notice to the Escrow Agent.

EXHIBIT B-1

CERTIFICATE AS TO AUTHORIZED REPRESENTATIVES
OF THE BUYER

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the Buyer and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-1 is attached, on behalf of the Buyer.

Name (print):	[●]
Specimen Signature:	
Title:	[●]
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: [●] Cell: [●]
E-mail (required): *If more than one, list all applicable e-mail addresses.*	[●]

Name (print):	[●]
Specimen Signature:	
Title:	[●]
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: [●] Cell: [●]
E-mail (required): *If more than one, list all applicable e-mail addresses.*	[●]

EXHIBIT B-2

CERTIFICATE AS TO AUTHORIZED REPRESENTATIVES
OF THE SELLING ENTITIES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the Selling Entities and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of the Selling Entities.

Name (print):	[●]
Specimen Signature:	
Title:	[●]
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: [●] Cell: [●]
E-mail (required): *If more than one, list all applicable e-mail addresses.*	[●]

Name (print):	[●]
Specimen Signature:	
Title:	[●]
Telephone Number (required): *If more than one, list all applicable telephone numbers.*	Office: [●] Cell: [●]
E-mail (required): *If more than one, list all applicable e-mail addresses.*	[●]

Exhibit C

Fees of Escrow Agent

Acceptance Fee: **Waived**

Initial Fees as they relate to Wilmington Trust acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account(s). **Acceptance Fee payable at time of Escrow Agreement execution.**

Escrow Agent Administration Fee (one-time): **$3,000**

For ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wire and check processing); monitoring claim notices pursuant to the Escrow Agreement; disbursement of funds in accordance with the Escrow Agreement; and mailing of trust account statements to all applicable parties. Tax reporting is included.

Out-of-Pocket Expenses: **Billed At Cost**

EXHIBIT E

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (as amended, modified or supplemented in accordance with the terms hereof, this "Agreement") is entered into as of [●] (the "Effective Date"), by and between Imerys USA, Inc. (the "Service Provider"), and [●], a [●] (the "Recipient"). Each of the Service Provider and the Recipient is, individually, a "Party" and, collectively, they are the "Parties".

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of October 13, 2020 (as amended, modified or supplemented in accordance with its terms, the "Purchase Agreement"), by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada, Inc., a Canada corporation, (each, a "Selling Entity" and collectively, the "Selling Entities"), and the Recipient, the Selling Entities sold to the Recipient all of the Selling Entities' right, title and interest in and to substantially all of the Selling Entities' assets, and Recipient assumed from the Selling Entities certain specified liabilities, all as more fully described therein.

B. In connection with the transactions contemplated by the Purchase Agreement, the Selling Entities and the Recipient have agreed that the Service Provider, its Affiliates or its Third-Party Providers (as defined below) shall provide to the Recipient certain transition services related to the Business, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are hereby acknowledged, the Service Provider and the Recipient agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

Section 2. Transition Services. During the term of this Agreement as set forth in Section 5(a), the Service Provider shall provide (including through its Affiliates and/or third parties) to the Recipient, upon the terms and subject to the conditions hereof, the services described on Appendix A (collectively, the "Transition Services"), but in each case not more than to the extent that Service Provider provided the applicable Transition Service to the applicable Selling Entity prior to the Closing Date; provided, however, that to the extent that all or part of such Transition Services are provided to or for the benefit of the Service Provider or any of its Affiliates by third parties as of the Closing (any such third party, a "Third-Party Provider"), such Transition Services shall continue to be provided to the Recipient only to the extent that such Third-Party Provider continues to provide such Transition Services and subject at all times to such terms and conditions as may be agreed upon between Service Provider and the Third-Party Provider.

Section 3. Nature of the Transition Services.

(a) Level of Service. The Service Provider shall perform (and shall cause its Affiliates, and direct the Third-Party Providers, if any, to perform) the Transition Services in all material respects in the same manner in terms of quality, timeliness and care as such services were provided by the Service Provider to the Selling Entities in the six (6) months prior to the Closing; provided, however, that nothing

in this Agreement shall require the Service Provider to favor the Recipient over the Service Provider's own business operations or those of its Affiliates as to the provision of any Transition Services.

(b) Use of Services. The Transition Services shall be used by the Recipient exclusively in connection with the Business and only for substantially the same purpose and in substantially the same manner as the Selling Entities used such services in connection with the Business immediately prior to the Closing. The Recipient shall not, and shall not permit its Affiliates or any of their respective employees, agents or contractors to, resell or provide any Transition Services to or for the benefit of any third party or permit the use of any Transition Services by or for the benefit of any third party, except with the written permission of the Service Provider.

(c) Level of Use. The Parties acknowledge the transitional nature of the Transition Services. Accordingly and subject to Section 6, as promptly as practicable following the Effective Date, the Recipient shall use commercially reasonable best efforts to end its reliance on the Transition Services and to transition each Transition Service to its internal organizations, or obtain alternate third party sources to provide the Transition Services. The Recipient's use of any Transition Service shall not be greater than the level of use of the Selling Entities prior to the Closing. In no event shall the Recipient be entitled to increase its use of any of the Transition Services above that level of use without the prior written consent of the Service Provider.

(d) Modification of Transition Services. The Service Provider may make changes from time to time in the manner of performing Transition Services as long as (i) the Service Provider uses commercially reasonable best efforts to consult with the Recipient and provide the Recipient reasonable advance written notice of such changes and (ii) such changes do not have a material adverse impact on the nature, quality, availability or timeliness of the applicable Transition Services. In addition, the Recipient acknowledges and agrees that to the extent all or part of any Transition Services are provided by a Third-Party Provider, such Transition Services shall be subject to such additional changes or modifications, including increases in the costs charged by such Third-Party Provider for such Transition Services and changes in personnel, intellectual property platforms and other assets or resources used to provide such Transition Services.

(e) Additional Services. The Recipient may request, by written notice to the Service Provider, that the Service Provider provide additional services that are not specifically identified in this Agreement in connection with the orderly transition of the Business from the Selling Entities to the Recipient. If the Parties mutually agree on terms pursuant to which the Service Provider shall provide such services, the Parties shall amend Appendix A to provide for the agreed upon additional services to be provided and the terms and compensation rates therefor, and such service shall thereafter be deemed to be a "Transition Service" for purposes of this Agreement.

(f) Third Parties. Notwithstanding anything herein to the contrary, each Party shall use commercially reasonable best efforts to cooperate with and assist the other Party in obtaining and maintaining all waivers, permits, consents, approvals, licenses, rights and similar authorizations, including with respect to the Service Provider's and its Affiliates' agreements with suppliers, vendors, service providers and any other third parties, that are necessary or required for the Transition Services to be provided, in each case in accordance with the terms and conditions of this Agreement (any such waiver, permit, consent, approval, license, right or similar authorization, a "Consent", and collectively, the "Consents") (provided that, for the avoidance of doubt, neither the Service Provider nor any of its Affiliates shall be obligated to pay any fees, charges, costs or expenses arising (or to incur any liability, or commence or settle any dispute or litigation) in connection with obtaining any such Consents). If any third party withholds such Consent, the Parties will cooperate in good faith to reach arrangements reasonably acceptable to both Parties so that the Recipient will obtain the benefit of such Transition

Service with any out of pocket third party fees, charges, costs or expenses arising in connection with such modification being paid by the Recipient to the same extent (or as nearly as practicable) as if such Consent were obtained; provided, however, that Service Provider shall not be required to provide any additional services in connection therewith or increase the effort it expends in connection with the provision of any such Transition Service. With respect to any Transition Services provided in whole or in part by a Third-Party Provider, or through the use or license of Intellectual Property, services or other assets owned by, licensed or purchased from third parties, and any license to use Intellectual Property owned by third parties, Recipient shall be subject to and comply with the terms and conditions of any such applicable agreements between the Service Provider or its Affiliates and such Third-Party Providers or other third parties (each, a "Third-Party Agreement"), including, without limitation, any terms relating to (A) the expiration or termination thereof or (B) modifications or changes in any such Transition Service and the pricing thereof. If the Service Provider or any of its Affiliates renew or extend any Third-Party Agreement in order to continue providing Transition Services hereunder, then the Recipient shall, in addition to the compensation for Transition Services payable in accordance with Section 6, bear (x) the costs and expenses associated with renewing or extending such Third-Party Agreement and (y) all costs or expenses associated with the performance of such Third-Party Agreement as extended or renewed (provided that the Service Provider shall have no obligation to renew or extend a Third-Party Agreement unless such renewal or extension is necessary to enable the Service Provider to satisfy its obligations hereunder). At any time in its sole discretion, the Service Provider shall have the right to renegotiate any Third-Party Agreement relating to any Transition Service, including changing service providers (notwithstanding any reference to a specific service provider that may be described on Appendix A).

(g) Cooperation and Access. The Parties shall cooperate in good faith with each other and any Third-Party Providers with respect to the provision and receipt of the Transition Services. Without limiting the foregoing, the Recipient shall (i) provide the Service Provider, its Affiliates, the Third-Party Providers or such other Persons providing the Transition Services with all necessary access to the facilities in which the Recipient operates to perform the Transition Services, (ii) make available on a timely basis to the Service Provider, its Affiliates, the Third-Party Providers or such other Persons providing the Transition Services, all information, personnel, systems, servers and materials reasonably requested by such Person to enable it to provide the Transition Services, (iii) obtain and maintain all telecommunications, data and network connections, hardware and other equipment, licenses, sublicenses, leases and contracts (other than any of the foregoing that are provided to the Recipient as Transition Services hereunder) necessary to enable the Service Provider, its Affiliates, the Third-Party Providers or such other Persons providing the Transition Services to provide the Transition Services and (iv) adhere to the policies of the Service Provider, its Affiliates, any Third-Party Providers or any other Person providing the Transition Services, as delivered to the Recipient, including with respect to the protection of data, privacy and proprietary information and other policies regarding the use of information technology resources, to the extent relevant to the Transition Services provided. The Service Provider, its Affiliates, any Third-Party Providers or any other Person providing the Transition Services shall be entitled to rely on any instructions or other information provided by the Recipient and the Service Provider shall not be in breach of or in default under this Agreement as a result of any such reliance; provided, that no such instructions shall expand the obligations of the Service Provider, its Affiliates, any Third-Party Providers or any other Person providing Transition Services hereunder. The Service Provider, its Affiliates and any Third-Party Providers or such other Persons providing the Transition Services shall be excused from their obligation to perform or cause to be performed a Transition Service if and to the extent that such failure to perform or cause to be performed such Transition Service was due to the Recipient's failure to perform its responsibilities under this Agreement. To the extent reasonably necessary for the purpose of providing the Transition Services, the Service Provider shall, and shall cause any of its Affiliates to, subject to the terms and conditions of this Agreement: (x) make available on a timely basis, all personnel reasonably requested by the Recipient for the purposes of receiving the Transition Services and (y) adhere to the reasonable policies of the Recipient, as delivered to such party in writing in advance, including with

respect to the protection of data, privacy, proprietary information and other policies regarding the use of information technology resources, to the extent relevant to the Transition Services and for so long as such policies (A) are consistent and compatible with the Service Provider's own policies regarding the use of information technology resources, (B) do not make the delivery of the Transitions more onerous, and (C) do not require the Service Provider to change the way the Transition Services were delivered or performed prior to the Effective Date; provided, further, that in no event shall any such Recipient policies expand the obligations of the Service Provider and its Affiliates.

Section 4. No Obligation to Continue to Use Services; Partial Termination by the Recipient. The Recipient shall have no obligation to continue to use any of the Transition Services and may terminate any Transition Service, in whole or in part, by giving the Service Provider not less than forty-five (45) days' prior written notice (or such longer notice as is required under any Third-Party Agreement) of its desire to terminate any particular Transition Service, in whole or in part (the "Termination Notice"). Reasonably promptly following receipt of the Termination Notice, the Service Provider shall advise the Recipient whether the termination of such Transition Service shall require the termination or partial termination of any other Transition Services that are related to or dependent upon the Transition Service the Recipient seeks to terminate, or shall result in any out-of-pocket costs or expenses to the Service Provider or its Affiliates that would be payable as a result of the Recipient terminating such Transition Service prior to the full term of such Transition Service, including without limitation early termination costs related to any Third-Party Provider, and which out-of-pocket costs and expenses, if any, shall be borne by the Recipient. If such out-of-pocket costs and expenses would be triggered as a result of such termination, then, provided that the Service Provider has not, at such point, delivered a termination notice to any Third-Party Provider of such Transition Services or taken any other action in furtherance of such termination, the Recipient may withdraw the Termination Notice within five (5) days after receipt of such notice from the Service Provider, and upon such withdrawal, the Transition Services shall continue to be provided by the Service Provider in accordance with the terms of this Agreement. If the Recipient does not withdraw the Termination Notice within such period, such termination shall be final and binding. Upon such termination, the Recipient's obligation to pay any future fees applicable to such Transition Service, and the Service Provider's obligation to provide such Transition Service hereunder, shall terminate; provided that the Recipient shall remain obligated to pay the applicable Service Fees (as defined below) for the days occurring prior to the termination of such Transition Service and any early termination costs as provided herein.

Section 5. Term and Termination. Term. Subject to Section 4 and the remainder of this Section 5, the term of this Agreement shall commence on the Effective Date and shall continue with respect to each of the Transition Services until the earlier of (i) the expiration date for such Transition Service as set forth on Appendix A, or (ii) the early termination of such Transition Service pursuant to Sections 4 or 5(b). The first date on which all Transition Services have been terminated is referred to herein as the "Termination Date."

(b) Early Termination. Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving twenty (20) days' written notice to the other Party, if (i) the non-terminating Party has breached any of its material obligations contained in this Agreement, which breach cannot be or has not been cured within twenty (20) days after the giving of notice by the terminating Party to the non-terminating Party specifying such breach; (ii) the non-terminating Party applies for, or consents to, the appointment of a trustee, receiver or other custodian, or makes an assignment for the benefit of creditors; (iii) the non-terminating Party becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due; (iv) the non-terminating Party commences or has commenced against the terminating Party or any of its Affiliates any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings and, if such case or proceeding is commenced against it, such case or proceeding

is not dismissed within sixty (60) days thereafter; or (v) any substantial part of the non-terminating Party's property is or becomes subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within ten (10) days thereafter. In addition to the foregoing, this Agreement may be terminated by the Service Provider immediately by given written notice to the Recipient if the Recipient ceases to do business as a going concern without an assignment of their rights and obligations to a successor in interest.

(c) Effect of Termination. Upon the Termination Date or the earlier termination of this Agreement pursuant to this Agreement (including Section 5(b)), all rights and obligations of the Parties shall immediately cease and terminate, and no Party shall have any further obligation to the other Party with respect to this Agreement, except (i) for payment of Service Fees (or any other sums) and charges accrued but unpaid as of the date of such termination or expiration, (ii) as set forth in the provisions of this Agreement that are specifically designated herein as surviving such termination or expiration, and (iii) this Section 5(c) and Sections 6, 8, 9(e), 10, 11 and 12 shall survive such expiration or termination of this Agreement. For the avoidance of doubt, the Recipient shall remain obligated to pay the Service Fees (or any other sums) owed and payable in respect of Transition Services provided during the month in which such termination or expiration of this Agreement occurs.

Section 6. Fees.

(a) Compensation for Transition Services. During the term of this Agreement, the Recipient (A) shall pay the Service Provider or the Service Provider's designees at such rates and in accordance with the terms set forth on Appendix A ("Service Fees"), as it may be amended in writing by duly authorized representatives of the Parties from time to time, which fees shall be reduced appropriately, but in each case only prospectively (i) in the event of the early termination of any Transition Service or (ii) if the Effective Date of this Agreement is not the first day of the month, and (B) shall reimburse the Service Provider or the Service Provider's designees for all reasonable and documented out-of-pocket expenses (the "Out-of-Pocket Expenses") incurred by the Service Provider, its designees and/or any of their respective Affiliates in connection with the performance of the Transition Services (including such expenses of Third-Party Providers or other Persons which the Service Provider or its Affiliates are obligated to reimburse). The charges for the Transition Services set forth on Appendix A are based on certain assumptions regarding the underlying costs of providing the Transition Services. If events occur that cause an increase in the underlying costs of providing the Transition Services or the Service Provider otherwise believes that charges contemplated by a specific Transition Service set forth on Appendix A are insufficient to compensate it for the cost of providing the Transition Service it is obligated to provide hereunder, the Service Provider and the Recipient hereby agree to re-negotiate in good faith the pricing provisions of Appendix A in order to (i) provide for a proper supplemental payment to or refund from the Service Provider, as applicable, if the Service Provider has already been paid for the Transition Services and the charges therefor have been underestimated or overestimated, as applicable, and (ii) adjust the Service Fees that Recipient shall be required to pay going forward for the continued provision of the Transition Services.

(b) Time of Payment. On a monthly basis, the Service Provider shall provide an invoice of work performed (each, an "Invoice") setting forth (i) the fees and expenses specified for each Transition Service on Appendix A at the applicable rate specified on such Appendix A, as they may be amended by the Parties from time to time, and (ii) setting forth the Out-of-Pocket Expenses and Sales Taxes (as defined below). Subject to Section 6(d), the Recipient shall pay in full the aggregate amount set forth on each Invoice within thirty (30) days after delivery thereof.

(c) Payment Processing. All payments hereunder shall be paid in U.S. dollars, in cash, by wire transfer of immediately available funds to the account designated by the Service Provider in writing

to the Recipient. The Recipient agrees to pay a finance charge on past due amounts equal to the Prime Rate (as defined below) plus two percent (2.0%) per annum or, if lower, the maximum rate permitted by applicable law. Payment of other amounts due hereunder shall be considered past due if payment has not been received by the Service Provider within thirty (30) days after the Invoice date. The Recipient shall reimburse the Service Provider for all reasonable fees and expenses (including, without limitation, attorney's fees) incurred by the Service Provider in collecting any amounts due under this Agreement. For purposes of this Agreement, the term "Prime Rate" means a rate equal to the prime rate of interest announced from time to time by Citibank N.A. (the "Bank") at its principal office in New York, New York. The Prime Rate shall change on the same day as any change in the Bank's prime rate is announced. The statement by the Bank as to what its prime rate was on any given day shall be conclusive. In the event that the Bank should cease to publish a prime rate, the prime rate listed in the Wall Street Journal shall be an acceptable substitute therefor.

(d) Invoice Disputes. In the event of any dispute with respect to an Invoice (or any portion thereof), the Recipient shall deliver a written statement to the Service Provider no later than twenty (20) days prior to the date payment is due on the disputed Invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be final and binding on the Parties. In the event of any dispute with respect to an Invoice (or any portion thereof), the Recipient shall pay the full amount of such Invoice within the period set forth on Section 6(b) and shall not withhold or offset any payments in respect of such Invoice, notwithstanding any dispute that may be pending. The Service Provider shall continue performing the Transition Services in accordance with this Agreement pending resolution of any dispute. Any required adjustments that may arise out of any Invoice dispute shall be made on subsequent Invoices.

(e) Sales Taxes. All consideration under this Agreement is exclusive of any sales, transfer, value-added, goods or services tax or similar gross receipts based tax (including any such taxes that are required to be withheld, but excluding all other taxes including taxes based upon or calculated by reference to income, receipts or capital) imposed against or on any of the Transition Services ("Sales Taxes"), and such Sales Taxes will be added to the consideration where applicable. The Recipient shall be responsible for any such Sales Taxes. Any and all payments by or on account of any obligation of the Recipient under this Agreement shall be made without deduction or withholding for any Sales Taxes, except as required by applicable law, in which event the amount of the payment due from the Recipient shall be increased to an amount which after any withholding or deduction leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required. If any applicable law requires the deduction or withholding of any Sales Taxes from any such payment by the Recipient, then subject to the immediately preceding sentence, the Recipient shall be entitled to make such deduction or withholding.

(f) No Right of Setoff. Each of the Parties hereby acknowledges that it shall have no right under this Agreement to offset any amounts owed (or to become due and owing) to the other Party, whether under this Agreement, the Purchase Agreement, the other Transaction Documents or otherwise, against any other amount owed (or to become due and owing) to it by the other Party.

Section 7. Personnel.

(a) Right to Designate and Change Personnel. The Service Provider and its Affiliates providing Transition Services hereunder shall have the right, in their sole discretion, to designate which personnel shall be assigned to perform the Transition Services, including the right to remove and replace any such personnel at any time or to designate an Affiliate or a third party to perform any or all of the Transition Services.

(b) Service Provider Contact. During the term of this Agreement, the Service Provider shall appoint one of its or its Affiliates' employees (the "Service Provider Contact") who shall have overall responsibility for managing and coordinating the delivery of the Transition Services and shall coordinate and consult with the Recipient Contact (as defined below). The Service Provider may, in its discretion, and upon written notice to the Recipient, select other individuals to serve in the capacity of the Service Provider Contact during the term of this Agreement.

(c) Recipient Contact. During the term of this Agreement, the Recipient shall appoint one of its employees (the "Recipient Contact" and, together with the Service Provider Contact, the "Service Contacts") who shall have overall responsibility for managing and coordinating the delivery of the Transition Services and shall coordinate and consult with the Service Provider Contact. The Recipient may, in its discretion, and upon written notice to the Service Provider, select other individuals to serve in the capacity of the Recipient Contact during the term of this Agreement.

(d) Responsibility for Wages and Fees. For such time as any employees of the Service Provider or any of its Affiliates are providing the Transition Services to the Recipient under this Agreement, (i) such employees will (subject to their continued employment) remain employees of the Service Provider or such Affiliate of the Service Provider, as applicable, and shall not be deemed to be employees of the Recipient for any purpose, and (ii) the Service Provider or such Affiliate of the Service Provider, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

Section 8. Proprietary Rights; Software; Confidentiality.

(a) Third-Party Software. In addition to the consideration set forth elsewhere herein, the Recipient shall also pay any additional amounts that are required to be paid to any licensors of software that is used in connection with the provision of any Transition Services hereunder as a result of the Service Provider's or any of its Affiliates' provision of Transition Services, and any amounts that are required to be paid to any such licensors to obtain the consent of such licensors to allow the Service Provider or its Affiliates to provide any of the Transition Services hereunder.

(b) Work Product. Any software, development tools, know-how, methodologies, processes, technologies, algorithms, materials, data, information or other Intellectual Property or other items, tangible or intangible created by the Service Provider or any of its Affiliates during the term of this Agreement in connection with the performance of the Transition Services ("Work Product"), shall be solely and exclusively owned by the Recipient, and Recipient shall have all rights to use the Work Product after the term of this Agreement. The Service Provider and its Affiliates hereby assign to the Recipient by way of present assignment of future rights in and to any Work Product and related rights attaching thereto. To the extent that under applicable law the Service Provider is unable to assign future rights by way of present assignment, the Service Provider hereby agrees to assign all Work Product and related rights attaching thereto to the Recipient with effect from the creation of any such Work Product. At the Recipient's request and expense, the Service Provider shall execute all further documents and take all actions as are reasonably required to substantiate the rights of the Recipient in and to any Work Product.

(c) Background Intellectual Property Licenses.

(i) The Recipient hereby grants to the Service Provider, its Affiliates, any Third-Party Provider and any other Person providing Transition Services hereunder, during the term of this Agreement as provided in Section 5(a), a non-exclusive, transferable (but only in accordance

with Section 12(k)), royalty-free license to internally access and use the Work Product and all Intellectual Property that is owned by the Recipient, and made available to Service Provider (or its Affiliates, Third-Party Provider or other Person providing Transition Services) hereunder, but solely as necessary for the Service Provider, its Affiliates, any Third-Party Provider and any other Person providing Transition Services hereunder to provide the Transition Services in accordance with this Agreement during the term hereof.

(ii) The Service Provider hereby grants, and shall procure that its Affiliates, any Third-Party Provider and any other Person providing Transition Services hereunder, grant to Recipient and its Affiliates a non-exclusive, transferable (but only in accordance with Section 12(k)), royalty-free license during the term of this Agreement to use all Intellectual Property that is owned by the Service Provider (or its Affiliates, Third-Party Provider or other Person providing Transition Services) and that is used in connection with the provision of the Transition Services but solely as necessary for receiving or continuing to use the Transition Services in accordance with this Agreement during the term hereof.

(d) Confidentiality.

(i) In consideration of each disclosure of confidential and proprietary information of either Party or its Affiliates (including all information of or related to the business and activities each Party and its Affiliates, including strategies, trade secrets, know-how, technical information, specifications, past, present and future operations, partner, client, vendor, supplier or customer identities and data, personnel data, personally identifiable health information, and other non-public information, whether tangible, intangible, visual, electronic or otherwise, together with notes, analysis, compilations, studies or other documents prepared by either Party or its Affiliates, and their respective directors, officers, employees, agents and representatives based upon, containing or otherwise reflecting such information), in any form, ("Confidential Information") by or on behalf of either Party or any of its Affiliates to the other Party or its Affiliates, the receiving Party shall, and shall cause its Affiliates to: (A) hold in confidence all Confidential Information and not disclose any Confidential Information to any other Person, and (B) use Confidential Information solely as necessary in connection with the provision or receipt and use of the Transition Services in accordance with the terms of this Agreement (the "Permitted Purpose"). Without limiting the foregoing, each Party and its Affiliates agree that the receiving Party and its Affiliates shall not copy any Confidential Information except as necessary for the Permitted Purpose.

(ii) Each Party and its Affiliates shall (A) only disclose Confidential Information to those of its directors, officers, employees, advisors, licensees and subcontractors (collectively, "Representatives") who need to know such Confidential Information for the Permitted Purpose; (B) inform such Representatives receiving Confidential Information of the confidential nature of the Confidential Information and of the requirements of this Section 8(d) and require them to abide by terms substantially similar to those of this Section 8(d); and (C) be responsible for any improper access, use or disclosure of any Confidential Information of the other Party or its Affiliates by any such disclosing Party's Representatives (including any such Representatives who, subsequent to the first disclosure of Confidential Information, become former Representatives). Each Party shall be deemed in breach of this Agreement and liable for any action or omission of its Representatives which, if taken or not taken by such Party, would have constituted a breach of this Agreement.

(iii) To the extent that either Party or any Affiliate of such Party is required by any Governmental Entity to disclose Confidential Information of the other Party, the disclosing Party

shall, or shall cause such Affiliate to, (A) promptly notify the other Party of such disclosure requirement in writing, (B) cooperate with the other Party to prevent the required disclosure or protect the Confidential Information to be disclosed, and (C) only disclose such Confidential Information as the disclosing Party in the written opinion of the disclosing Party's counsel disclosed to the other Party, is specifically required by law to disclose.

Section 9. IT and Computer Systems and Services.

(a) Use of Systems. In connection with the provision and receipt of the Transition Services hereunder, during the term of this Agreement each Party and its Affiliates may have access to one or more systems of the other Party or its Affiliates, including computer systems and software, data processing systems and communications systems, whether or not identified on Appendix A (collectively, with respect to each Party or its Affiliates, the "Systems"). Each Party, for itself and on behalf of its Affiliates, acknowledges that the Systems may provide such Party and its Affiliates with access to Confidential Information or other data or information of the other Party, and such Party and its Affiliates agree that neither it nor any of its Affiliates shall use any Systems to access any such Confidential Information or other data or information of the other Party, except to the extent necessary for such Party's and its Affiliates provision, receipt and/or use of the Transition Services provided hereunder.

(b) Employee Access to Systems. During the term of the Agreement, each Party shall ensure that only those of its and its Affiliates' employees who are specifically authorized by the other Party or its Affiliates to have access to the Systems gain such access, and shall use commercially reasonable best efforts to prevent unauthorized access, use, destruction, alteration or loss of information contained therein, including establishing appropriate policies designed to effectively enforce such restrictions. Each Party shall (i) inform its and its Affiliates' employees using any of the Systems of the use restrictions set forth in this Section 9 and require them to abide by the terms of this Section 9 and (ii) be responsible for any improper use of such Systems by any of its and its Affiliates' employees (including any such employees who become former employees). Each Party shall have the right to deny any of the other Party's or its Affiliates' employees' access to any of the Systems in the event such Party reasonably believes that such employee's access is a breach of the first sentence of this paragraph, or otherwise poses a security concern. Notwithstanding anything else in this Agreement to the contrary, should the Service Provider be unable to provide or cause to be provided any Transition Services due to the Recipient's refusal to grant access to its Systems to any employee, contractor or agent of the Service Provider, its Affiliates, any Third-Party Provider or any other Person providing Transition Services hereunder, the Service Provider shall be excused from providing such Transition Services to the extent such refusal of access prevents the provision of such Transition Services.

(c) Policies. While using any Systems of the other Party during the term of this Agreement, each Party and its Affiliates shall adhere in all respects to the other Party's reasonable security policies, procedures and requirements (including policies with respect to protection of proprietary information) regarding the use of such Systems as in effect from time to time and provided to the other Party and its Affiliates in advance in writing, including but not limited to the Service Provider's Computer System Security and Remote Access Requirements Policy, attached hereto as Appendix B. Without limiting the foregoing, each Party and its Affiliates shall not tamper with, compromise or circumvent any security or audit measures employed by the other Party with respect to the Systems. If, at any time, either Party confirms that an employee or contractor of the other Party or an Affiliate of such Party has sought to circumvent, or has circumvented, any of the security policies, procedure or requirements of the other Party or its Affiliates, has accessed the Systems or has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information or software, then, notwithstanding anything in this Agreement to the contrary, such Party may, without any liability

whatsoever under this Agreement or otherwise, immediately terminate such employee or contractor's access to the applicable Systems.

(d) Remediation. Each Party and its Affiliates shall use all reasonable efforts to prevent (i) the creation or introduction or transmission of any viruses, worms, malware, adware, ransomware, malicious code, data bombs or any other similar threats into the Systems, and (ii) permit any unauthorized access, breach or exfiltration of any Systems, or otherwise cause any breach or vulnerability in any of the Systems, by such Party and its Affiliates. In the event that any of the foregoing occurs, each Party or its Affiliates may, subject to the terms and conditions of this Agreement, take any and all actions reasonably necessary to eliminate, remediate or otherwise address any such threat, vulnerability or unauthorized access, breach or exfiltration.

(e) Restricted Access. Notwithstanding anything in this Agreement to the contrary, either Party may restrict the other Party and its Affiliates from having access to any emails, files and other materials (including within any Systems) that such Party reasonably believes, or has been advised by counsel, contain information that is subject to the attorney client privilege, the attorney work product doctrine, or another applicable statutory or common law privilege, doctrine, or immunity under federal or state law, in each case in connection with litigation that is unrelated to the Transition Services.

Section 10. LIMITATION ON WARRANTY; LIMITATION ON LIABILITY.

(a) LIMITATION ON WARRANTY. THE RECIPIENT HEREBY ACKNOWLEDGES AND AGREES THAT THE SERVICE PROVIDER AND ITS AFFILIATES ARE NOT IN THE BUSINESS OF PROVIDING THE TRANSITION SERVICES OR SIMILAR SERVICES, THE SERVICE PROVIDER HAS AGREED TO PROVIDE THE TRANSITION SERVICES HEREUNDER SOLELY AS AN ACCOMMODATION TO THE RECIPIENT AND SUCH TRANSITION SERVICES ARE PROVIDED ON AN "AS-IS, WHERE-IS" BASIS AND IN THE MANNER PROVIDED IN THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER THE SERVICE PROVIDER NOR ANY OF ITS AFFILIATES MAKE, NOR IS THE RECIPIENT RELYING ON, ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER (INCLUDING BY OMISSION), EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF THE PURCHASED ASSETS OR THE ASSUMED LIABILITIES OR WITH RESPECT TO THE TRANSITION SERVICES, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY INFORMATION OR MATERIALS PROVIDED TO THE RECIPIENT (INCLUDING ANY POLICIES AND PROCEDURES OF THE SERVICE PROVIDER OR ANY OF ITS AFFILIATES), INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, TITLE OR NON-INFRINGEMENT, ACCURACY, AVAILABILITY, TIMELINESS, COMPLETENESS OR THE RESULTS TO BE OBTAINED FROM SUCH TRANSITION SERVICES, AND THE SERVICE PROVIDER AND THEIR AFFILIATES HEREBY DISCLAIM THE SAME. FURTHER, NEITHER THE SERVICE PROVIDER NOR ANY OF ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND THAT THE TRANSITION SERVICES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO BREACH OF THE TRANSITION SERVICES' SECURITY MEASURES, AND UNDER NO CIRCUMSTANCES WILL THE SERVICE PROVIDER OR ITS AFFILIATES BE LIABLE TO THE RECIPIENT OR ANY OF ITS AFFILIATES IN CONNECTION WITH ANY SUCH BREACH OF THE TRANSITION SERVICES' SECURITY MEASURES.

(b) LIMITATION OF LIABILITY.

(i) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL THE SERVICE PROVIDER OR ANY

OF ITS AFFILIATES BE LIABLE TO THE RECIPIENT OR ANY OF ITS AFFILIATES FOR INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGES ARISING FROM BUSINESS INTERRUPTION, DIMINUTION OF VALUE, INCREASED INSURANCE PREMIUMS OR LOST PROFITS AND LOSSES BASED UPON ANY MULTIPLIER OF EARNINGS, INCLUDING EARNINGS BEFORE INTEREST, DEPRECIATION OR AMORTIZATION, OR ANY OTHER VALUATION METRIC, ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR ANY OTHER THEORY (OTHER THAN TO THE EXTENT THAT ANY SUCH DAMAGE ARISES OUT OF OR RESULTS FROM THE WILLFUL MISCONDUCT OR FRAUD OF THE SERVICE PROVIDER OR ANY OF ITS AFFILIATES), AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(ii) THE RECIPIENT ACKNOWLEDGES THAT NEITHER THE SERVICE PROVIDER NOR ANY OF ITS AFFILIATES ARE IN THE BUSINESS OF PROVIDING SERVICES OF THE TYPE CONTEMPLATED BY THIS AGREEMENT, AND THAT THE TRANSITION SERVICES ARE TO BE PROVIDED ON A TEMPORARY BASIS TO THE RECIPIENT TO ASSIST WITH THE ORDERLY SEPARATION OF THE BUSINESS FROM THE SERVICE PROVIDER'S OTHER BUSINESSES AND OPERATIONS. ACCORDINGLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SERVICE PROVIDER'S MAXIMUM LIABILITY TO THE RECIPIENT AND ANY OTHER PARTY ARISING UNDER OR IN RELATION TO THIS AGREEMENT OR ANY OF THE TRANSITION SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE AGGREGATE AMOUNT PAID BY THE RECIPIENT TO THE SERVICE PROVIDER UNDER THIS AGREEMENT.

(c) Indemnity. The Recipient agrees to indemnify, defend and hold harmless the Service Provider, the Selling Entities, and their Affiliates, and each of their respective directors, officers, members, managers, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any liability, loss, damage, penalty, fine, cost or expense (including reasonable and documented attorneys', accountants', consultants' and other advisors' fees and disbursements) which are imposed on or incurred by any of the Indemnified Parties arising out of, as a result of or relating to any claim, demand, suit or recovery by any Person in connection with acts committed by the Service Provider or any of the other Indemnified Parties in providing the Transition Services except to the extent caused by the gross negligence, willful misconduct or fraud of the Service Provider or an Affiliate thereof.

Section 11. Dispute Resolution.

(a) Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, or the breach, termination, or validity hereof (each, a "Dispute") shall be resolved by submitting such Dispute first to the relevant Service Contact of each Party, and such Service Contacts shall seek to resolve such Dispute through informal good faith negotiation. In the event that any Dispute between the Parties relating to the Transition Services or this Agreement is not resolved by such Service Contacts within ten (10) Business Days after the claiming Party notifies the other Party of the Dispute (during which time the Service Contacts shall meet in person, by telephone or by other electronic means as often as reasonably necessary to attempt to resolve the Dispute), such Service Contacts shall escalate the Dispute to a senior manager of the Recipient (the "Recipient Manager") and a senior manager of the Service Provider or one of its Affiliates (the "Service Provider Manager") for resolution. In the event that the Recipient Manager and the Service Provider Manager fail to meet or, if they meet, fail to resolve the

Dispute within an additional ten (10) Business Days, then the claiming Party will provide the other Party with a written "Notice of Dispute", describing (i) the issues in dispute and such Party's position thereon, (ii) a summary of the evidence and arguments supporting such Party's positions, (iii) a summary of the negotiations that have taken place to date, and (iv) the name and title of the senior executives or their respective designees who will represent the claiming Party. The senior executives or their respective designees of the claiming Party designated in such Notice of Dispute shall meet in person, by telephone or by other electronic means with senior executives or their respective designees as designated by the non-claiming Party as often as reasonably necessary to resolve the Dispute and shall confer in a good faith effort to resolve the Dispute. If such senior executives or their respective designees decline to meet within the allotted time or fail to resolve the Dispute within twenty (20) Business Days after receipt of the Notice of Dispute, then either Party may pursue the resolution of such Dispute set forth in Section 11(b).

(b) If any Dispute is not resolved pursuant to Section 11(a), the Parties agree to submit the Dispute to non-binding mediation administered by the Judicial Arbitration and Mediation Services ("JAMS"). The Parties shall conclude the mediation within thirty (30) days from the date on which such mediation was initiated. The mediation proceedings shall take place in the offices of the JAMS in New York, New York or such other location mutually agreed to by the Parties. Each Party shall bear its own costs and expenses incurred in connection with such mediation as well as fifty percent (50%) of the costs and expenses incurred to contract the mediator and use the facilities to conduct the mediation. All mediation proceedings shall be conducted in the English language. At any time following the first mediation session, either Party may pursue the resolution of such dispute set forth in Section 11(c).

(c) Any Dispute that is not resolved pursuant to Section 11(a) or Section 11(b) shall be finally and exclusively settled in accordance with Section 12(l), Section 12(m), and Section 12(n) below.

Section 12. General.

(a) Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written instrument signed on behalf of the Service Provider and the Recipient.

(b) Force Majeure. The Service Provider, its Affiliates and any Third-Party Providers shall be excused from performance of any Transition Services or their other respective obligations hereunder, and shall not be liable to the Recipient for any loss, claim or damage, as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from any act or event beyond such Party's reasonable control, including: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics; pandemics; quarantines; forced closures or occupancy restrictions; unusually severe weather conditions; or other causes beyond the reasonable control of such Party.

(c) Mutual Drafting; Headings. The Parties participated jointly in the negotiation and drafting of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(d) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal

substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(e) Complete Agreement. This Agreement (including the appendixes hereto) contain the complete agreement between the Parties hereto and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.

(f) No Third-Party Beneficiaries. Except as set forth in Section 10(c), this Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment at all or for any specified period.

(g) Counterparts. This Agreement may be executed by facsimile or electronic means (including, without limitation, pdf format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, email, pdf format or otherwise) to the other Party.

(h) Incorporation of Appendixes. All Appendixes attached hereto and referred to herein are hereby incorporated herein by reference and made a part of this Agreement for all purposes as if fully set forth herein.

(i) Notices. All notices or other communications required or permitted under, or otherwise made in connection with, this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery), in each case, addressed as follows (or to such other addresses as the addressees shall indicate in accordance with the provisions hereof):

If to the Service Provider:

Imerys USA, Inc.
100 Mansell Ct E,
Roswell, GA 30076
[Attn:
Email:]

with a copy (which shall not constitute notice) to:

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004
Attn: William Beausoleil

Email: william.beausoleil@hugheshubbard.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Attn: David Zaheer
Email: David.Zaheer@lw.com

If to the Recipient:

Magris Resources Canada Inc.

333 Bay Street
Suite 1101
Toronto Ontario M5H 2R2
Attention: Vice-President, Legal
Email: steve.astritis@magrisresources.com

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Attention: Scott Petepiece
Sean Skiffington
Email: spetepiece@shearman.com
sean.skiffington@shearman.com

Any Party may change the address to which notices, requests, demands, claims, and other communications required or permitted hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(j) Relationship of the Parties. The Recipient acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the Parties and that all Transition Services are provided by the Service Provider and its Affiliates as an independent contractor. In matters relating to this Agreement, each Party shall be solely responsible for the acts of its employees and agents, and such employees or agents shall not be considered employees or agents of the other Party. Neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other Party.

(k) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by the Recipient without the prior written consent of the Service Provider. The Service provider has the right to assign or delegate this Agreement and any of the rights, interests or obligations hereunder without the consent of the Recipient (it being understood that no such assignment shall relieve the Service provider of any of its obligations hereunder). Any attempted assignment of this Agreement not in accordance with the terms of this Section 12(k) shall be void.

(l) Governing Law. All claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware that apply to contracts entered into and to be performed entirely within such State.

(m) Consent to Jurisdiction. Each Party to this Agreement irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated by this Agreement or the agreements delivered in connection herewith or for recognition or enforcement of any judgment relating thereto, and each of the parties irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts, (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such courts, (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such courts, and (d) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such courts. Each of the parties hereto agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 12(i). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by law.

(n) Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12(N).

(o) Compliance with Laws. Each Party shall comply with all applicable laws governing the Transition Services to be provided hereunder. No Party shall take any action in violation of any law that would reasonably be expected to result in liability being imposed on the other Party.

(p) Expenses. Except to the extent expressly provided in this Agreement, the Service Provider, on the one hand, and the Recipient, on the other hand, shall each be responsible for the fees and expenses incurred by it, or on behalf of it, in connection with, or in anticipation of, this Agreement and the consummation of the transactions contemplated hereby.

(q) Notwithstanding anything in this Agreement to the contrary, neither Party shall have any obligation to cause its Affiliates who are not controlled by such Party to take or refrain from taking any action, and with respect to any Affiliate of a Party that is not controlled by such Party, the sole obligation of such Party shall be to direct such Affiliate to take or refrain from taking the applicable action.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date first written above.

IMERYS S.A.

By:____
Name:
Title:

[RECIPIENT]

By:____
Name:
Title:

APPENDIX A

Transition Services

[Attached]

Services to be provided

Functional Area	Imerys Proposed TSA Services	Service Cost	Service Period
Treasury	● Common vendor setup & maintenance in AX ● Services related to cash application (Dealtrust) ● Cash collection Note: fees to be negotiated by the parties in good faith.		● Up to 12 months
IT / ERP	● [Support Services (for hardware/software owned by Imerys) ● Application Services ● Collaboration tools ● Telephony: Voice / VoiP ● Networking / Security ● Hosting / Business Continuity ● Business strategy / IT alignment] Note: additional details, specific services and fees to be negotiated by the parties in good faith.		
Ore Purchasing	● Sourcing services of Didier Aubry, Jyrki Bergstrom and one geologist: Note: fees to be negotiated by the parties in good faith.		● Up to 6 months

APPENDIX B

Service Provider Computer System Security and Remote Access Requirements

1. Recipient and its Affiliates, and their respective employees, subcontractors and agents will:

1.1 Immediately inform Service Provider's IT security team of any security breach, attempted breach, or lapse in security that might adversely affect a Service Provider system or any Recipient or Recipient's Affiliate system on which Service Provider data resides, including any unauthorized access to or compromise of Service Provider data or resources.

1.2 Maintain secure network connections through the utilization of encryption technology compliant with FIPS 140-2 while transferring Sensitive Data. "Sensitive Data" includes payment card information of Service Provider or Service Provider's customers or employees, personal information of Service Provider customers or employees (including Social Security number, driver's license number, or name associated with data such as job performance or health insurance records), financial data, trade secrets, security and system configuration information or any data that, if improperly disclosed, could result in damage or liability to Service Provider.

1.3 Store all Sensitive Data in an encrypted format utilizing encryption technology compliant with FIPS 140-2 and provide security key management and escrow facilities to ensure that encrypted Sensitive Data is not lost or irretrievable should the encryption keys become unavailable.

1.4 Ensure that all inbound and outbound remote access to and from Service Provider computer systems and any systems that process, transmit or store Sensitive Data utilize an end-to-end encryption method compliant with FIPS 140-2.

1.5 Maintain a Service Provider-approved firewall at all logical demilitarized zones ("DMZ") and Internet connection points, with access control restricted to that necessary for the conducting of the business authorized by this Agreement.

1.6 Prevent possible bridging of Service Provider computer systems or networks with non-Service Provider networks. This includes the prevention of logical connectivity from Recipient or Recipient Affiliate computer systems to non-Service Provider networks (e.g., the Internet) as well as any other network connected to Recipient's or Recipient's Affiliates' systems (e.g., other customers of Recipient or its Affiliates) while simultaneously connected to Service Provider computer systems (e.g., "split tunneling" VPNs).

1.7 Allow only authorized individuals to access Service Provider computer systems from authorized locations under this Agreement.

1.8 Provide physical security to prevent unauthorized access to any device used to access Service Provider computer systems or systems that process, store or transmit Service Provider data.

1.9 Ensure that all remote personal computing systems, workstations and laptops that access Service Provider computer systems or process Service Provider data have functional and current antivirus and firewall software installed.

1.10 Allow Service Provider or a Service Provider -approved auditing entity to periodically verify that Recipient and its Affiliates are in compliance with the terms of this Agreement. Depending on the sensitivity and criticality of the services or data provided, Service Provider will have the option of commissioning or requesting a review of Recipient's and its Affiliates' internal control structure and business continuity plans.

1.11 Ensure that all remote access uses industry standard strong authentication mechanisms.

2. Recipient must further ensure that all of its and its Affiliates employees, subcontractors or agents with any access to any Service Provider computer systems comply with the following procedures:

    2.1 Sign an appropriate agreement that acknowledges Service Provider's security requirements contained in this schedule prior to gaining access to a Service Provider computer system.

    2.2 Not attempt to access any Service Provider computer system, device, program or data file without signing a nondisclosure and confidentiality statement provided by or acceptable to Service Provider.

    2.3 Not attempt to access any Service Provider computer system with anything other than his or her individual User ID provided by Service Provider; "group IDs" or "generic IDs" are not authorized.

    2.4 Not attempt unauthorized access to any Service Provider computer system, device or asset, including program and data files.

    2.5 Not attempt to connect any network, computer system, device, site or asset to the Service Provider computer system without explicit authorization from Service Provider.

    2.6 Not attempt to access any Service Provider computer system, device or site from any unauthorized device, location, or software.

    2.7 Not attempt to remove, copy, compromise or replace system files or processes on any Service Provider computer system unless authorized by the Service Provider.

    2.8 Not attempt to install software on any Service Provider computer system unless authorized by Service Provider's information technology department.

    2.9 Maintain unique logon credentials that provide individual accountability for usage (no shared or generic user-IDs (unless explicitly pre-authorized by Service Provider's security group in writing).

    2.10 Maintain strict confidentiality of authentication credentials (e.g., passwords) and set them to obscure values that are not easily guessed.

EXHIBIT F
Form of Deed (California)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

[_______________________]
[_______________________]
[_______________________]
Attention: [_______________________]

MAIL TAX STATEMENTS TO:

[_______________________]
[_______________________]
[_______________________]
Attention: [_______________________]

(Space Above This Line For Recorder's Use Only)

APN: 064-003-094-000

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX $____________; CITY TRANSFER TAX $_________;
[X] computed on full value of property conveyed, or
[ ] computed on full value of items or encumbrances remaining at time of sale,
[ ] unincorporated area [ ] City of __________, and
[ ] exempt from transfer tax; Reason:

FOR VALUE RECEIVED, IMERYS TALC VERMONT, INC., a Vermont corporation, ("Grantor"), hereby grants to [_______________________], a [_______________________], all of Grantor's right, title and interest in and to that certain real property situated in the County of Calaveras, State of California, described on Exhibit A attached hereto and by this reference incorporated herein.

SAID PROPERTY IS CONVEYED SUBJECT TO:

1. General and special taxes and assessments, whether or not past due or delinquent, for the current fiscal tax year and all prior tax years; and

2. All other covenants, conditions, restrictions, reservations, rights, rights-of-way, easements, dedications, offers of dedications and other matters of record or that would be disclosed by an accurate survey or physical inspection of the real property.

Dated as of ___________________, 2020.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of the date set forth above.

IMERYS TALC VERMONT, INC.,
a Vermont corporation

By: ______________________________
Name:
Its:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ____________________)
) ss
COUNTY OF __________________)

On _______________ ___, 2020, before me, ________________________________, a Notary Public, personally appeared _____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ____________________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________________________ (Seal)
Signature of Notary Public

[Signature Page to Grant Deed]

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CALAVERAS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[legal description to come]

APN: 064-003-094-000

EXHIBIT F
Form of Deed (Montana Special Warranty Deed)

WHEN RECORDED RETURN TO:
[Insert contact information]

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, _________ of ____________ ("Grantors") forever hereby grant and convey unto _______________ of ________________ ("Grantee") as fee simple forever, all of Grantors' right, title and interest in the real estate and related interests situated in the town of _____________, _____________ County, Montana, more particularly described as set forth below:

******FILL IN LEGAL DESCRIPTION AFTER RECEIVE TITLE COMITTMENT******

Together with all improvements, rights, privileges, easements, rights of way, fixtures, reversions, remainders, rents, royalties, issues, and profits which are appurtenant to or obtained from that real property including, without limitation, all water, water rights, ditches, ditch rights, timber rights, and mineral rights appurtenant to that real property, all right, title, and interest of the Seller in any strips and gores between that real property and adjacent properties, and all right, title, and interest of the Seller in any rights-of-way for public roads, streets, and alleys, either currently in existence or vacated, which adjoin or pass through that real property.

SUBJECT TO reservations, restrictions and exceptions in patents from the United States or the State of Montana, prior conveyances, mineral reservations, all real property taxes and assessment for the current year and subsequent years, and all building and use restrictions, covenants, easements, agreements, conditions and rights of way of record and those which would be disclosed by an examination of the property.

Grantor, for itself and its successors and assigns, expressly limits the covenants of this Special Warranty Deed to those herein expressed, and warrants and covenants to Grantee only that prior to the execution of this deed, except as noted above, Grantor has not conveyed the Property, or any right, title, or interest therein, to any person other than the Grantee, and that except as noted above, the Property is free from encumbrances done, made or suffered by the Grantor or any person claiming under it. Grantor, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, to warrant and defend the title to the premises hereby

conveyed on the express terms of this Special Warranty Deed, against the claim of every person whatsoever, claiming by, through or under the said Grantor.

TO HAVE AND TO HOLD, the said real estate with all of its tenements, hereditaments, and appurtenances thereunto belonging, unto the said Grantee and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this ______ day of ____________________________, 202__.

GRANTOR

____

STATE OF MONTANA)
: ss
County of ________________)

On this ____ day of ____________________, 202__, before me, a Notary Public for the State of Montana, personally appeared _________ known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

____
NOTARY PUBLIC FOR THE STATE OF MONTANA
(Notarial Seal) Printed Name: _____________________________________
Residing at: ___________________________MONTANA
My commission expires ______________________________

EXHIBIT F
Form of Deed (Montana Patented Claims)

After Recording Return to:
[Insert contact information]

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, _______, of ______________ ("Transferor"), transfers, conveys, remises, releases and quitclaims unto _________________ of________ ("Transferee"), without any covenants of warranty whatsoever and without recourse to the Transferee, all of Transferor's right, title and interest, in and to the patented mining claims situated in Madison County, Montana, described in Exhibit A hereto (the "Patented Claims"), including all of the lodes, ledges, veins and mineral-bearing rock, both known and unknown, intralimital and extralateral, and all dips, spurs and angles, and all mineral rights, ores, mineral bearing-quartz, rock and earth and other mineral deposits therein or thereon, all dumps, tailings, surface rights and tenements, hereditaments, appurtenances, fixtures, buildings, and improvements thereon or thereunto belonging or in anywise appertaining, any and all water, water rights, and ditch rights, any reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, unto Transferee and its successors and assigns forever.

IN WITNESS WHEREOF, Transferor has caused this instrument to be executed this ___ day of____________, 202_.

TRANSFEROR

____
(Name of Transferor)

STATE OF MONTANA)
: ss
County of _______________)

On this ____ day of ______, 202__, before me, a Notary Public for the State of Montana, personally appeared _____________, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

____
NOTARY PUBLIC FOR THE STATE OF MONTANA

(Notarial Seal)

Exhibit A

[Insert Patented Claim Names and Descriptions]

EXHIBIT F
Form of Deed (Montana Unpatented Claims)

After Recording Return to:
[Insert contact information]

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, _______, of ______________ ("Transferor"), transfers, conveys, remises, releases and quitclaims unto _________________ of________ ("Transferee"), without any covenants of warranty whatsoever and without recourse to the Transferee, all of Transferor's right, title and interest in and to the unpatented mining claims situated in Madison County, Montana, described in Exhibit A hereto (the "Mining Claims"), including all of the lodes, ledges, veins and mineral-bearing rock, both known and unknown, intralimital and extralateral, and all dips, spurs and angles, and all the ores, mineral bearing rock, earth or other mineral deposits therein, with all singular tenements, hereditaments, appurtenances, fixtures, buildings and improvements thereon and appertaining thereto.

This conveyance is subject to the paramount title of the United States to the lands covered by these Mining Claims.

TO HAVE AND TO HOLD, unto Transferee and its successors and assigns forever.

IN WITNESS WHEREOF, Transferor has caused this instrument to be executed this ___ day of____________, 202_.

TRANSFEROR

____
(Name of Transferor)

STATE OF MONTANA)
: ss

County of ________________)

On this ____ day of ______, 202__, before me, a Notary Public for the State of Montana, personally appeared _____________, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

____

NOTARY PUBLIC FOR THE STATE OF MONTANA

(Notarial Seal)

Exhibit A

[Insert Claim Names and Descriptions]

EXHIBIT F
Form of Deed (Ontario)

Properties

PIN 73017 - 0007 LT *Interest/Estate* Fee Simple

Description PCL 15602 SEC SWS; MINING CLAIM S. 58288 REEVES BEING LAND AND LAND UNDER WATER OF A SMALL POND WITHIN THE LIMITS OF THIS MINING CLAIM S/T LT635051, LT635052; DISTRICT OF SUDBURY

Address SUDBURY

Consideration

Consideration $0.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name [INSERT NAME OF TRANSFEROR]

Acting as a company

Address for Service [INSERT ADDRESS FOR SERVICE OF TRANSFEROR]

I, [INSERT NAME OF AUTHORIZED SIGNATORY], have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s) — *Capacity* — *Share*

Name [INSERT NAME OF TRANSFEREE]

Acting as a company

Address for Service [INSERT ADDRESS FOR SERVICE OF TRANSFEREE]

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Calculated Taxes

Provincial Land Transfer Tax $0.00

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 73017 - 0007 PCL 15602 SEC SWS; MINING CLAIM S. 58288 REEVES BEING LAND AND LAND UNDER WATER OF A SMALL POND WITHIN THE LIMITS OF THIS MINING CLAIM S/T LT635051, LT635052; DISTRICT OF SUDBURY

BY: [INSERT NAME OF TRANSFEROR]

TO: [INSERT NAME OF TRANSFEREE]

3. **The total consideration for this transaction is allocated as follows:**

(a) Monies paid or to be paid in cash	$0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	$0.00
(ii) Given Back to Vendor	$0.00
(c) Property transferred in exchange (detail below)	$0.00
(d) Fair market value of the land(s)	$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	$0.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	$0.00
(i) Other considerations for transaction not included in (g) or (h) above	$0.00
(j) Total consideration	$0.00

PROPERTY Information Record

A. Nature of Instrument: Transfer

LRO 53 Registration No. Date:

B. Property(s): PIN 73017 - 0007 Address SUDBURY Assessment Roll No -

C. Address for Service: [INSERT ADDRESS FOR SERVICE OF TRANSFEREE]

D. (i) Last Conveyance(s): PIN 73017 - 0007 Registration No.

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ■ No ■ Not known ■

Ministry of Finance
33 King Street West
PO Box 625
Oshawa ON L1H 8H9

Property Identifier(s) No.
-

Land Transfer Tax Affidavit

Land Transfer Tax Act

In the Matter of the Conveyance of (*insert brief description of land*) ______________________

BY (*print names of all transferors in full*) ______________________

TO (*print names of all transferees in full*) ______________________

I ______________________

have personal knowledge of the facts herein deposed to and Make Oath and Say that:

1. I am ***(place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):***

- ☐ (a) the transferee named in the above-described conveyance;
- ☐ (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
- ☐ (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for ______________________ (the transferee(s));
- ☐ (d) a transferee and am making this affidavit on my own behalf and on behalf of (*insert name of spouse*) ______________________ who is my spouse.
- ☐ (e) the transferor or an officer authorized to act on behalf of the transferor company and ☐ I am tendering this document for registration and ☐ no tax is payable on registration of this document.

2. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	$ ______	
(b) Mortgages (i) Assumed *(principal and interest)*	$ ______	
(ii) Given back to vendor	$ ______	
(c) Property transferred in exchange *(detail below in para. 5)*	$ ______	
(d) Other consideration subject to tax *(detail below)*	$ ______	
(e) Fair market value of the lands *(see Instruction 2(c))*	$ ______	
(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax *(Total of (a) to (e))*	$ ______	$ ______
(g) Value of all chattels - items of tangible personal property		$ ______
(h) Other consideration for transaction not included in (f) or (g) above		$ ______
(i) Total Consideration		$ ______

All blanks must be filled in. Insert ***Nil*** *where applicable.*

3 (a). To be completed where the value of consideration for the conveyance exceeds $400,000 and the agreement of purchase and sale was entered into on or before November 14, 2016.

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:

- ☐ does not contain a single family residence or contains more than two single family residences;
- ☐ contains at least one and not more than two single family residences; or
- ☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is $ ______ **and the** remainder of the lands are used for ______ purposes.
- ☐ Date on which the agreement of purchase and sale was entered into ______

Note: *Subsection 2(1.1)(b) imposes an additional tax at the rate of one-half of one per cent upon the value of the consideration in excess of $400,000.00 for agreements of purchase and sale that were entered into on or before November 14, 2016, where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.*

3 (b). To be completed where the value of consideration for the conveyance exceeds $2,000,000 and the agreement of purchase and sale was entered into after November 14, 2016.

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:

- ☐ does not contain a single family residence or contains more than two single family residences;
- ☐ contains at least one and not more than two single family residences; or
- ☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is $ ______ **and the** remainder of the lands are used for ______ purposes.
- ☐ Date on which the agreement of purchase and sale was entered into ______

Note: *Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of $2,000,000 for agreements of purchase and sale that were entered into after November 14, 2016, where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.*

4. If consideration is nominal, is the land subject to any encumbrance? ☐ Yes ☐ No

5. Statements as to applicability of additional tax on foreign entities and taxable trustees (non resident speculation tax). **Complete paragraph (a) or paragraph (b).**

(a) The transferee(s) has considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region", "taxable trustee" as set out in subsection 1(1) of the *Land Transfer Tax Act*, and declare one of the following statements:

- ☐ This conveyance is subject to additional tax as set out in subsection 2(2.1) of the Act
- ☐ This conveyance is subject to additional tax as set out in subsection 2(2.1) of the Act. This is a conveyance of a combination of "designated land" and land that is not designated land. The transferee(s) has accordingly apportioned the value of the consideration on the basis that the consideration attributable to the conveyance of the designated land is $ ______ and the remainder of land is used for ______ purposes

(b) The transferee(s) has considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region", "taxable trustee" as set out in subsection 1(1) of the *Land Transfer Tax Act*. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:

- [ ] This is not a conveyance of land that is located within the "specified region".
- [ ] This is not a conveyance of "designated land".
- [ ] The transferee(s) is not a "foreign entity" or a "taxable trustee".
- [ ] Subsection 2.1(3) of the Act applies to this conveyance (the land has been conveyed pursuant to an agreement of purchase and sale entered into on or before April 20, 2017, and any assignment of the agreement of purchase and sale to any other person was entered into on or before April 20, 2017).
- [ ] Subsection 2.1 (4) of the Act applies to this conveyance in that the land is being conveyed to a "nominee" as defined in Ontario Regulation 182/17 and the conveyance satisfies the requirements of section 2 of the Regulation.
- [ ] Subsection 2.1 (4) of the Act applies to this conveyance in that the land is being conveyed to a "protected person" as defined in Ontario Regulation 182/17 and the conveyance satisfies the requirements of section 3 of the Regulation.
- [ ] Subsection 2.1 (4) of the Act applies to this conveyance in that the land is being conveyed to a "foreign national" and the foreign national's "spouse" as defined in subsection 1(1) of the Act, and the conveyance satisfies the requirements of section 4 of the Regulation.
- [ ] ____________________ (provide reason)

6. Complete either paragraphs 6(a) and 6(c) or paragraphs 6(b) and 6(c)

- [ ] (a) The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the *Land Transfer Tax Act* for a period of at least seven years.
- [ ] (b) The transferee(s) declare that they have designated (Insert name, full mailing address, telephone number and email address of custodian name)

____

as custodian and the custodian will keep at the custodian's place of residence in Ontario or principal place of business in Ontario such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the *Land Transfer Tax Act* for a period of at least seven years. [NOTE: Where the transferee names their solicitor as the custodian, the transferee acknowledges that they have specifically instructed their solicitor to keep the documents, records and accounts that contain such information as will enable an accurate determination of the taxes payable under the *Land Transfer Tax Act* separate from other files that the solicitor may have concerning the transferee. The transferee also acknowledges that the solicitor has been instructed to provide such documents, records and accounts to the Ministry of Finance upon request. Taxpayers must advise the Ministry of Finance if there is a change in custodian]

- [ ] (c) The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the *Land Transfer Tax Act*, to the Ministry of Finance upon request.

7. To be completed if this Affidavit is completed by a Solicitor:

- [ ] I have fulfilled my obligations as the solicitor of (print names of all transferees) ____________________

for the conveyance, in relation to the Law Society of Ontario's Rules of Professional Conduct and its By-Laws, as well as the *Land Transfer Tax Act*, and have reviewed with the transferee(s) their obligations under the *Land Transfer Tax Act* that are material to the conveyance described in this document.

8. Check appropriate box:

- [ ] The information prescribed for purposes of section 5.0.1 is required to be provided for this conveyance. A Prescribed information for Purposes of Section 5.0.1 form will be submitted to the Ministry of Finance.
- [ ] The information prescribed for purposes of section 5.0.1 is not required to be provided for this conveyance.

9. Other remarks and explanations, if necessary. ____________________

____

Sworn/affirmed before me in the ____________________

____

this ________ day of ____________________, 20 ________

____________________ Signature(s)

____
A Commissioner for taking Affidavits, etc.

Property Information Record

A. Describe nature of instrument: ____________________

B. (i) Address of property being conveyed *(if available)* ____________________

____

(ii) Assessment Roll No. *(if available)* ____________________

C. Mailing address(es) for future Notices of Assessment under the *Assessment Act* for property being conveyed

____

____

For Land Registry Office Use Only
Registration No.
Registration Date (Year/Month/Day)
Land Registry Office No.

D. (i) Registration number for last conveyance of property being conveyed *(if available)* ____________________

(ii) Legal description of property conveyed: Same as in D (i) above. [ ] Yes [ ] No [ ] Not Known

E. Name(s) and address(es) of each transferee's solicitor: ____________________

____

School Support (Voluntary Election) (See reverse for explanation)

	Yes	No
(a) Are all individual transferees Roman Catholic?	[ ]	[ ]
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters?	[ ]	[ ]
(c) Do all individual transferees have French Language Education Rights?	[ ]	[ ]
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)?	[ ]	[ ]

Note: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).

Instructions

Attach this Affidavit to the conveyance tendered for registration. Provide one unattached and completed copy to the Land Registrar at the time of registration.

Deponents

1) This affidavit is required to be made by or on behalf of each transferee named in the conveyance. Where any transferee (other than a joint tenant) is taking less than the whole interest in the property being acquired, the percentage ownership of each of the transferees must be clearly indicated beside their respective names.

The minister has discretion to authorize the transferor, but not the solicitor or other agent for the **transferor**, to make the affidavit in limited circumstances.

Value of the Consideration

2) The amount of land transfer payable is determined by applying the rates of tax to the value of the consideration given for the conveyance. Please review the definitions of "value of the consideration", "land", "convey", and"conveyance" in the act to ensure that the true value of the consideration is reported. **Interest will be payable and penalties may be imposed if the true value of the consideration is not reported or all the tax owing is not paid.**

What follows provides: (a) some of the general provisions of value of the consideration, (b) a few illustrative examples of items and matters that should be part of the value of the consideration but that are often overlooked, (c) some of the deeming provisions found in the definition of value of the consideration. This material is not exhaustive and does not replace the act and its regulations. **You are urged to review the full definitions in the act.**

(a) **General**

Value of the consideration includes the:

- gross sale price or the amount expressed in money of any consideration given or to be for the conveyance by or on behalf of the transferee (e.g., cash paid for land)
- value expressed in money of any liability assumed or undertaken by or on behalf of the transferee as part of the arrangement relating to the conveyance (e.g., assuming a mortgage attached to the land), and
- value expressed in money of any benefit of whatsoever kind conferred directly or indirectly by the transferee on any person as part of the arrangement relating to the conveyance (e.g., transferee provides professional services to transferor as part of arrangement to purchase land).

(b) **Items often overlooked in error**

Value of the consideration includes:

- items not included in the purchase price of newly constructed homes such as extras and upgrades, penalties, premiums, charges, levies, fees (including Tarion registration fees) and other costs
- consideration given for a structure to be built as part of the arrangement relating to the conveyance, and
- consideration given for any assignment(s) of the agreement of purchase and sale.

(c) **Deeming provisions**

Value of the consideration may be deemed to be equal to the fair market value of the lands at the date of registration where the conveyance is:

i) a lease of land where the term, including renewals and extensions, can exceed 50 years
ii) from trustee to trustee, where there has been a change in beneficial ownership since the trustee-transferor first took title
iii) a final order of foreclosure or quit claim in lieu thereof due to a default under the mortgage and the fair market value is less than the total amounts owed (including principal and interest and all other costs and expenses other than municipal taxes) under the mortgage(s) of the transferee chargee and all mortgages with priority to that of the transferee mortgage under default.
iv) to a corporation and shares of the corporation form part of the consideration, or
v) from a corporation to any of its shareholders

For more details, see relevant publications available on the Ministry's website including Ontario Tax Bulletins:

- Calculating Land Transfer Tax; and
- Determining the Value of the Consideration for Transfers of New Homes.

Single Family Residences

3. Extract of subsection 1(1) of the Act:

"single family residence" means a unit or proposed unit under the *Condominium Act* 1998 or a structure or part of a structure that is designed for occupation as the residence of a family, including dependants or domestic employees of a member of the family, whether or not rent is paid to occupy any part of it and whether or not the land on which it is situated is zoned for residential use, and

Additional tax on foreign entities and taxable trustees (Non-Resident Speculation Tax)

Pursuant to subsection 2 (2.1), every person who, on or after April 21, 2017, tenders for registration a conveyance by which any designated land that is located within the specified region is acquired by a foreign entity or a taxable trustee shall pay an additional tax computed at the rate of 15 per cent on the value of the consideration for the conveyance. Please review the definition of "designated land", "foreign entity", "specified region" and "taxable trustee" under the *Land Transfer Tax Act*.

Please note that this tax is in addition to the tax payable pursuant to subsection 2(1).

All declarants must complete either paragraph 5(a) or 5(b), even if the additional tax is not payable on the conveyance.

Record keeping declaration

All declarants must complete either paragraphs 6(a) and 6(c) or paragraphs 6(b) and 6(c)

Prescribed Information for Purposes of Section 5.0.1

Prescribed Information is required if the conveyance involves agricultural land or land that contains at least one and no more than six single family residences.

School Support (Voluntary Election)

a) includes such a residence that is to be constructed as part of the arrangement relating to a conveyance, and
b) does not include such a residence that is constructed or is to be constructed on agricultural land that is eligible to be classified in the farm property class prescribed under the *Assessment Act*.

(a) & (b) The school support for the land being transferred will be assigned to the public school board unless otherwise directed. Only Roman Catholics can be separate school board supporters. If all individual transferees are Roman Catholic and wish to be separate school supporters, the completion of (a) and (b) will serve as notice to the Assessment Commissioner to enter the transferees on the next Assessment Roll as Roman Catholic separate school supporters.

(c) & (d) If the land being transferred is situated in an area in which a French Language School Board has been established, and all individual transferees have French language education rights, completion of (c) and (d) will serve as notice to the Assessment Commissioner to enter the transferees on the next Assessment Roll as French language school board supporters.

An individual has French language education rights under s.23 of the *Canadian Charter of Rights and Freedoms* if the individual can answer **yes** to any one of the following questions:

i) Is French the language you first learned and still understand?

ii) Did you receive elementary school instruction in French? (This does not include French immersion or French as a second language.)

iii) Have any of your children received, or are they now receiving, elementary or secondary school instruction in Canada in French? (This does not include French immersion or French as a second language.)

For further information, contact your local school board. This information is requested under the authority of s.16 of the *Assessment Act*.

Enquiries:

Phone	1-866-ONT-TAXS (1-866-668-8297)
Teletypewriter (TTY)	1-800-263-7776
Website	ontario.ca/finance

The personal information collected on this form, and the accompanying deed of transfer, is being collected by the Ministry of Finance under the authority of the *Land Transfer Tax Act*, R.S.O. 1990, c. L.6, as amended ("the Act"). The personal information may be used for purposes of the administration or enforcement of the Act and for purposes of compiling statistical information and of developing and evaluating economic, tax and fiscal policy. Any questions regarding the collection, use and disclosure of the personal information should be directed to: Manager, Land Taxes, Ministry of Finance, 33 King St. West, PO Box 625, Oshawa ON L1H 8H9, phone 1-866-668-8297, Teletypewriter (TTY) 1-800-263-7776.

EXHIBIT F
Form of Deed (Texas)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

THAT IMERYS TALC AMERICA, INC., a Delaware limited liability company, formerly known as Luzenac America, Inc., ("**Grantor**"), FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid to Grantor by ____, with a mailing address of ____ ("**Grantee**"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, all of Grantor's right, title and interest in and to the real property situated in the City of Houston, Harris County, Texas, as more particularly described on Exhibit A attached hereto, together with: (i) any improvements located thereon; and (ii) all rights and appurtenances belonging or appertaining thereto (the "**Property**").

TO HAVE AND TO HOLD the Property (together with all and singular the rights and appurtenances thereto in anywise belonging) unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise. The preceding sentence is for the benefit of Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

The Property is being conveyed and accepted in its "AS-IS, WHERE IS WITH ALL FAULTS" condition subject to all encumbrances, rights of way and other matters of record affecting the Property.

This Special Warranty Deed is expressly made subject to all validly existing restrictions, covenants, conditions, rights-of-way, easements, ordinances, mineral reservations, and royalty reservations of record, if any, affecting all or any part of the Property.

By acceptance of this Special Warranty Deed, Grantee assumes payment of all property taxes on the Property for the year 202__ and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EFFECTIVE as of the ____ day of ________________, 202__.

GRANTOR:

IMERYS TALC AMERICA, INC.,
a Delaware limited liability company

By:____
Name:____
Title:____

STATE OF ________________ §
§
COUNTY OF ______________§

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared ____________________, ________________ of IMERYS TALC AMERICA, INC., a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this __ day of _________, 202__.

____
Notary Public

(SEAL)

AFTER RECORDING RETURN TO:
____
____
____
____

EXHIBIT A
TO
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

EXHIBIT F
Form of Deed (Vermont)

VERMONT LIMITED WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **IMERYS TALC VERMONT, INC.,** a Vermont corporation, of the Town of Ludlow, and State of Vermont, "Grantor", in the consideration of One Dollar and other valuable considerations paid to its full satisfaction by ___________________________, a _______________, of the Town of ____________, and State of ____________, "Grantee", by these presents, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee**,** ___________________________________**,** and its successors and assigns forever, those certain lands and premises, with improvements thereon, situated in the Town of ______________ in the County of _________________, and State of Vermont that are more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Property").

The foregoing conveyance is made subject to the matters described on Exhibit B attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the Property, with all the privileges and appurtenances thereto and thereof, to the said Grantee, ______________________, and its successors and assigns, to their own use and behoof, forever; and the said Grantor, Imerys Talc Vermont, Inc., for itself and for its successors and assigns, does **COVENANT** with the said Grantee, ________________________, and its successors and assigns, that until the ensealing of these presents Imerys Talc Vermont, Inc. is the sole owner of the Property, and has good right and title to convey the same in manner aforesaid, and that it hereby engages to WARRANT and DEFEND the same against all lawful claims of all persons claiming by, through or under said Grantor, but no other.

IN WITNESS WHEREOF, IMERYS TALC VERMONT, INC. hereunto has caused its hand and seal to be affixed hereto as of this ____ day of _____________________, 202__.

IN THE PRESENCE OF:

IMERYS TALC VERMONT, INC.,
a Vermont corporation

____

By:______________________________
Name:
Title:

STATE OF VERMONT
COUNTY OF _____________

This warranty deed was acknowledged before me on __________________, 202__ by ______________________________, as the ___________________________ of Imerys Talc Vermont, Inc.

Before me: ____________________________________
Notary Public State of Vermont
My commission expires: _______________________________
My commission number: __________________________________

EXHIBIT A
TO
LIMITED WARRANTY DEED

THE PROPERTY

EXHIBIT B
TO
LIMITED WARRANTY DEED

PERMITTED ENCUMBRANCES

EXHIBIT G

RECEIPT FOR CASH PURCHASE PRICE

[●], 2020

Reference is made to the Asset Purchase Agreement, dated as of October 13, 2020 by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada Inc., a Canada corporation, (collectively, the "Selling Entities"), and Magris Resources Canada Inc., a Canada corporation (as it may be amended, the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

The Selling Entities hereby acknowledge receipt from the Buyer of $[●], representing the Cash Purchase Price after applying the Deposit.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Receipt is executed as of the day first written above.

IMERYS TALC AMERICA, INC.

By: ____________________________
Name:
Title:

IMERYS TALC VERMONT, INC.

By: ____________________________
Name:
Title:

IMERYS TALC CANADA INC.

By: ____________________________
Name:
Title:

EXHIBIT H

Patent License Agreement

This PATENT LICENSE AGREEMENT (as amended, modified or supplemented in accordance with the terms hereof, this "Agreement") is entered into between [●] ("Imerys") and [●], a [●] (the "Recipient") as of the "Closing Date" (as defined in that certain Asset Purchase Agreement, (as amended, modified or supplemented in accordance with its terms, the "Purchase Agreement"), by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada, Inc., a Canada corporation, Imerys USA Inc., Imerys S.A., and the Recipient; capitalized terms used but not defined in this Agreement shall have the meaning ascribed in the Purchase Agreement). Each of Imerys and the Recipient is, individually, a "Party" and, collectively, they are the "Parties."

WHEREAS, the Parties have agreed to enter into this Agreement, pursuant to which they each agree to grant to the other rights to use the Licensed Proprietary Rights in accordance with the terms, and subject to the conditions, set forth in this Agreement. Each of Imerys and the Recipient is, individually and as applicable, either a "Licensee" or a "Licensor" for each of the Licensed Proprietary Rights, as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined elsewhere in this Agreement have the following meanings:

(a) "Affiliate" of Licensee means any corporation which, directly or indirectly, controls or is controlled by, or is under direct or indirect common control with, such Licensee; and for the purposes of this definition "control" (including "control by" and "under common control with") as used with respect to any corporation or Licensee, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation or Licensee, through the ownership of more than 50% of the voting shares.

(b) "Imerys-Licensed Rights" means the (i) patent rights as shown in Schedule B, and (ii) any patent issued in the future from any reissue, reexamination, divisional, continuation, and continuation-in-part thereof, including any foreign counterpart thereof.

(c) "Improvement" means any modification of or improvement or enhancement to any Imerys-Licensed Rights or Recipient-Licensed Rights, as the case may be.

(d) "Licensed Field" means to make and have-made, use, offer to sell, sell, and import Licensed Products.

(e) "Licensed Product" means any product the manufacture, use, offer for sale, sale, or importation of which by the applicable Licensee, such Licensee's Sublicensee, or such Licensee's Subcontractor would, in the absence of a license granted under the relevant patent, infringe a Valid Claim.

(f) "Licensed Proprietary Rights" means (i) with respect to the license granted to Recipient, the Imerys-Licensed Rights that are within the applicable Licensed

Territory, and (ii) with respect to the license granted to Imerys, the Recipient-Licensed Rights that are within the applicable Licensed Territory.

(g) "Licensed Territory" means:

(i) with respect to the license granted to Imerys under the Recipient-Licensed Rights:

(1) For the rights having the "Short Title" of (A) "Blends of Microcrystalline and Macrocrystalline Talc for reinforcing polypropylene," (B) "Controlled Polymer Foaming By Using A Blend of Mineral and Organic Nucleating Agent," and (C) "Silicone coatings, methods of making silicone coated articles and coated articles therefrom" as listed in Schedule A, in each "Country/Region" listed in Schedule A, except any country in North America for which a patent is or may be granted under those rights;

(2) For the rights having the "Short Title" of "High Aspect Ratio Minerals into Reinforced Fire Retardant Polymers" as listed in Schedule A, in each "Country /Region" listed in Schedule A, except any country in North America for which a patent is or may be granted under those rights, for Licensed Products that include talc; and

(ii) with respect to the license granted to the Recipient under the Imerys-Licensed Rights listed in Schedule B, only countries in North America for which a patent is or may be granted under those rights.

(h) "Recipient-Licensed Rights" means the (i) patent rights as shown in Schedule A, and (ii) any patent issued in the future from any reissue, reexamination, divisional, continuation, and continuation-in-part thereof, including any foreign counterpart thereof.

(i) "Subcontractor" means any person or legal entity through which Licensee exercises its have-made rights pursuant to Section 2; provided, that such person or legal entity is a third party service provider in the Licensed Field solely for the benefit of Licensee and its Affiliates (and not for such person or legal entity's independent benefit).

(j) "Valid Claim" means a claim of an unexpired issued patent included in the Licensed Proprietary Rights that has not been admitted or otherwise caused by the applicable Licensor to be invalid or unenforceable through reissue, disclaimer, or otherwise, or held invalid or unenforceable by an unappealed or unappealable judgment of a governmental authority of competent jurisdiction.

2. License Grant.

(a) Licensor hereby grants, and hereby causes its Subsidiaries to grant, to Licensee during the Term (as set forth in Section 7(a)) a worldwide, royalty-free, paid-up, non-exclusive, non-sublicensable (except in accordance with Section 2(b)), and non-

transferable (except in accordance with Section 8) license, under the Licensed Proprietary Rights in the Licensed Field and in the Licensed Territory. No license or rights are granted to Licensee by implication, estoppel, or otherwise, other than as expressly granted by Licensor under this Section 2(a).

(b) Licensee may sublicense rights it receives under Section 2(a) through to its Affiliates and its or their Subcontractors (each such sublicense recipient a "Sublicensee"), on the condition that each Sublicensee is bound by terms of use and obligations with respect to the Licensed Proprietary Rights that are no less restrictive than those set forth in this Agreement. Licensee is liable to Licensor and, as between the Parties, to all other persons, for the failure of any Sublicensee to comply with its sublicense agreement to the same extent that Licensee would have been liable had Licensee failed to comply with this Agreement. Any sublicenses granted under this Section 2(b) shall automatically terminate upon the termination of the relevant license to Licensee hereunder.

(c) Except as expressly provided herein, Licensee may not make any use of the Licensed Proprietary Rights licensed to it hereunder.

3. Improvements. Licensee will solely own all right, title, and interest in and to any Improvement of any Licensed Proprietary Rights licensed to it hereunder conceived or developed by Licensee and any Sublicensee or Subcontractor, including their employees and independent contractors after the Closing Date; all said Improvements will be deemed to be Licensee's Confidential Information and are not licensed to Licensor hereunder. Licensor will solely own all right, title, and interest in and to any Improvement of any Licensed Proprietary Rights to which it grants a license hereunder conceived or developed by or on behalf of Licensor; all said Improvements will be deemed to be Licensor's Confidential Information and are not licensed to Licensee hereunder.

4. Patent Matters. Licensor will be responsible, at its expense, for obtaining, prosecuting, maintaining, and defending throughout the jurisdictions in which the Licensed Proprietary Rights are enforceable. If, however, Licensor no longer intends to maintain a Licensed Proprietary Right (excluding any patent application that a patent office or agency refuses to issue during patent prosecution) and Licensor has not assigned such patent to a third party as a result of Licensor's decision to abandon such patent, Licensee may, in its sole discretion and expense, elect to assume responsibility for the maintenance of that patent, and Licensor shall assign that patent to Licensee; provided, that if Licensor has so assigned such Licensed Proprietary Right to such third party, then Licensee may elect to assume responsibility for the maintenance of that patent from such third party upon such third party's decision to abandon such patent. Each Party shall promptly notify the other Party in writing of any actual or suspected infringement or misappropriation of the Licensed Proprietary Rights, including any known details of such infringement or misappropriation. Licensor has the sole right, in its discretion, to bring any action or proceeding with respect to such infringement or misappropriation and to control its conduct (including any settlement).

5. Compliance with Laws. Licensee shall comply with all applicable laws and regulations in exercising its rights and performing its obligations under this Agreement.

6. Representations; Indemnity; Disclaimer.

(a) Mutual Representations. Each Party represents and warrants to the other Party that, as of the Closing Date: (i) it is duly organized, validly existing, and in good standing under the laws of the state or jurisdiction of its organization; (ii) it has the

full right, power, and authority to enter into and perform its obligations under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions of such Party; and (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

(b) Licensor Representations. Licensor represents and warrants that: (i) Licensor is the owner of the entire right, title, and interest in and to the relevant Licensed Proprietary Rights; (ii) Licensor has the right to grant the licenses hereunder.

(c) Indemnification by Recipient. Recipient shall fully indemnify and hold harmless Imerys and its Affiliates (collectively, "Imerys Indemnified Parties") from and against any and all losses, damages, costs (including reasonable attorneys' fees) and expenses, interest, awards, judgments and penalties actually suffered or incurred (collectively, "Losses") by any such Imerys Indemnified Party based on any third party claim (a) arising out of or relating to Recipient's or its and their Sublicensees' breach of this Agreement or (b) that, if successful, would hold an Imerys Indemnified Party, as a Licensor, responsible for Recipient's or its Sublicensees' activities, as a Licensee, by reason of the Licensor's grant of a license hereunder or Licensee's exercise of rights granted hereunder.

(d) Indemnification by Imerys. Imerys shall fully indemnify and hold harmless Recipient and its Affiliates (collectively, "Recipient Indemnified Parties") from and against any and all Losses incurred by any such Recipient Indemnified Party based on any third party claim (a) arising out of or relating to Imerys's or any of its Sublicensees' breach of this Agreement or (b) that, if successful, would hold an Recipient Indemnified Party, as a Licensor, responsible for Imerys's or its Sublicensees' activities, as a Licensee, by reason of the Licensor's grant of a license hereunder or Licensee's exercise of rights granted hereunder.

(e) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 OR IN THE PURCHASE AGREEMENT, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE LICENSED PROPRIETARY RIGHTS, INCLUDING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY LICENSED PROPRIETARY RIGHTS OR THE ACCURACY, COMPLETENESS, OR USEFULNESS FOR ANY PURPOSE OF ANY KNOW-HOW OR OTHER INFORMATION OR MATERIALS MADE AVAILABLE BY LICENSOR UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 OR IN THE PURCHASE AGREEMENT, LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

7. Term and Termination.

(a) Term. This Agreement is effective as of the Closing Date and will continue in effect until with respect to the patents included in the Licensed Proprietary

Rights, on a patent-by-patent basis, until expiration or abandonment of the last to expire Valid Claim.

(b) Effect of Expiration or Termination.

(i) Upon any termination of this Agreement:

(A) Licensee shall immediately cease exercising all rights granted under the Licensed Proprietary Rights.

(B) Each Party shall promptly return to the other Party, or delete or destroy, all relevant records and materials in such Party's possession or control containing the other Party's Confidential Information.

(ii) Expiration of this Agreement will not relieve the Parties of any obligations accruing before the effective date of expiration or termination.

(iii) The rights and obligations of the Parties set forth in this Section 7(b) and Section 9 (Miscellaneous), and any right, obligation, or required performance of the Parties under this Agreement which, by its express terms or nature and context is intended to survive expiration or termination of this Agreement, will survive any such expiration or termination.

8. Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement (along with its related rights and requiring assumption of its obligations under this Agreement but will not be released of its confidentiality obligations hereunder) without the consent of the other Party to its Affiliates and successors in interest in connection with any corporate reorganization, recapitalization, or any divestiture, merger, acquisition, joint venture or sale of all or substantially all of the assets or equity of such Party related to this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 8 is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

9. Miscellaneous.

(a) Further Assurances. Each Party shall, upon the request of the other Party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement, including but limited to Licensee causing any of Licensee's Sublicensees or Subcontractors to execute documents and take further actions.

(b) Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

(c) No Public Statements. Neither Party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the other Party's prior written consent.

(d) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (other than routine communications having no legal effect) must be in writing and sent to the respective Party at the addresses indicated below (or at such other address for a Party as may be specified in a notice given in accordance with this Section 9(d)):

If to Recipient:	Recipient […]
If to Imerys:	Imerys […]

Notices sent in accordance with this Section 9(d) will be deemed effective: (a) when received, if delivered by hand; (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

(e) Entire Agreement. This Agreement, any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(f) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

(g) Amendment; Waiver. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or

invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the United States District Courts located in New York or the courts of the State of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(j) Equitable Relief. Licensee acknowledges that a breach by Licensee of this Agreement may cause Licensor irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Licensee hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies are not exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

(k) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement.

10. Dispute Resolution.

(a) Negotiation of Disputes. In the event of a dispute arising under this Agreement, senior level executives of the Parties will meet in New York, New York as soon as reasonably possible (but not later than sixty (60) days after written notice of a dispute) and will enter into good faith negotiations aimed at resolving the dispute. The Parties may agree to another location for their meeting. If the Parties are unable to resolve the dispute in a mutually satisfactory manner within an additional sixty (60) days from the date of the senior level meeting, the matter may be submitted to arbitration by either Party as provided for in Section 10(b) hereof.

(b) Arbitration of Disputes. If a dispute arising under this Agreement has not been resolved by the non-binding procedures set forth in Section 10(a) within the time periods provided, either Party may submit the dispute to arbitration administered by the American Arbitration Association ("AAA") under its then current ICDR International Arbitration Rules ("AAA International Rules") and as set forth in this Section 10. The arbitration proceeding shall take place in New York, New York, in English, before an arbitration panel of three (3) arbitrators, all of whom shall be admitted to practice law in at least one jurisdiction in the United States, and at least two of whom shall have substantial experience in the field of intellectual property litigation or intellectual property licensing

("Arbitration Panel"). The arbitration shall be commenced and conducted as follows:

(i) The Parties shall request that the arbitrators conduct the arbitration proceeding in an expedited fashion in order to complete the proceeding and render a written decision as soon as reasonably possible in light of the nature of the claims, but in no event later than one (1) year of the date upon which the Arbitration Panel was formed under the AAA International Rules. The Parties shall use their best efforts to cooperate with the arbitrators to complete the proceeding and render a decision within such one (1) year period. Permitted discovery under sub-part (v) hereof and times set in any scheduling order shall be limited to achieve a decision within the one (1) year period.

(ii) The Arbitration Panel shall not under any circumstance consolidate, join or otherwise combine the arbitration proceeding with any other proceeding or party.

(iii) The arbitration proceedings shall be governed by this Agreement, by the AAA International Rules, by the procedural arbitration law of the site of the arbitration, and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The Arbitration Panel shall determine the matters at issue in the dispute in accordance with the substantive law of the State of New York without regard to conflicts of law principles. The Arbitration Panel shall decide the issues submitted as arbitrators at law only and shall base its award, and any interim awards, upon the terms of this Agreement and the laws of the State of New York.

(iv) The Arbitration Panel shall take into account applicable principles of legal privilege and related protections, including the confidentiality of attorney-client communications and attorney-work product. No Party or witness shall be required to waive any privilege recognized at law. The Arbitration Panel shall issue orders as reasonably necessary to protect the confidentiality of proprietary information, trade secrets, and other sensitive information disclosed.

(v) The Arbitration Panel shall have the exclusive authority to permit requests for the production of relevant documents, including confidential discovery to the extent required by a Party in order to establish its case. The Arbitration Panel may order the conduct of the deposition of, or the propounding of interrogatories to, such persons who may possess information relevant to the determination of the claims. The Arbitration Panel shall decide any dispute regarding such requests for discovery or the adequacy of a discovery response by any Party. The Parties will be entitled to present direct, cross, and re-direct examination at the hearing.

(vi) The award of the Arbitration Panel shall be final and binding and a Party may seek enforcement of the award in any court of competent jurisdiction. The award of the Arbitration Panel shall clearly

set forth the specific dollar amount(s), if any, payable by Licensee under the award. Any monetary award shall be payable in U.S. dollars, free of any tax, offset or other deduction. The award and any determination of the arbitration shall be confidential to the Parties and shall be binding solely on the Parties.

(vii) In the event the Arbitration Panel awards a Party a monetary amount, that Party shall pay such amount to the other Party within the time period set forth in the award (or if no time period is set, within thirty (30) days of the date of the award), regardless of any appeals.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Imerys

By_________________________________
Name:
Title:

Recipient

By_________________________________
Name:
Title:

EXHIBIT I

TRANSITIONAL TRADEMARK LICENSE AGREEMENT

This TRANSITIONAL TRADEMARK LICENSE AGREEMENT (as amended, modified or supplemented in accordance with the terms hereof, this "Agreement") is entered into between Imerys S.A., a French corporation ("Imerys") and [●], a [●] (the "Recipient") as of the "Closing Date" (as defined in that certain Asset Purchase Agreement, (as amended, modified or supplemented in accordance with its terms, the "Purchase Agreement"), by and among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada, Inc., a Canada corporation, Imerys USA Inc., Imerys and the Recipient). Each of Imerys and the Recipient is, individually, a "Party" and, collectively, they are the "Parties."

WHEREAS, in order to provide for an orderly transition from the Business (as defined in the Purchase Agreement) operating as subsidiaries of Imerys to operating as owned by Recipient, the Parties have agreed to enter into this Agreement, pursuant to which they each agree to grant to the other limited rights to use the Licensed Trademarks on a transitional basis in accordance with the terms, and subject to the conditions, set forth in this Agreement. Each of Imerys and the Recipient is, individually and as applicable, either a "Licensee" or a "Licensor" for each of the Licensed Trademarks, as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth for such terms in the Purchase Agreement. For the purpose of this Agreement, the following capitalized terms have the following meanings:

(a.) "Advertising Materials" means advertising and promotional materials in any medium, including any websites that Licensee uses in connection with the sale and distribution of the Products.

(b.) "Affiliate" of Licensee means any corporation which, directly or indirectly, controls or is controlled by, or is under direct or indirect common control with, such Licensee; and for the purposes of this definition "control" (including "control by" and "under common control with") as used with respect to any corporation or Licensee, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation or Licensee, through the ownership of more than 50% of the voting shares.

(c.) "Licensed Trademarks" means, collectively, the names and trademarks "JETFINE," "LUZENAC," "MISTRON," "MISTRON VAPOR," "TALCOLIVA" and "HAR" (including all word, logo and design versions thereof), including the trademark registrations and applications shown in Schedule A.

(d.) "Party" means Licensor and Licensee individually, and "Parties" means the Licensor and Licensee collectively.

(e.) "Product Packaging" means (i) the primary packaging in which Products are packaged (e.g., bags with labels), (ii) the secondary packaging in which Products are packaged (e.g., boxes containing bags) and (iii) any leaflets contained inside or supplied with the secondary packaging.

(f.) "Products" means any products or services sold by or through the Recipient Field by Recipient, or any products or services sold by or through the business of Imerys.

(g.) "Recipient Field" means the business of mining, producing, marketing and selling talc and talc-based products.

(h.) "Regulatory Approval" means the approval, registration, license or authorization of a governmental authority necessary for the manufacturing, distribution, use, promotion or sale of a Product for one or more indications in a country or other regulatory jurisdiction.

(i.) "Third Party" means any person other than the Parties, or one of their Subsidiaries.

2. License Grants.

(a.) License to Use Licensed Trademarks on Product Packaging.

(i.) Beginning on the Closing Date and solely for the term set forth in Section 2(a)(ii), Licensor hereby grants, and hereby causes its Subsidiaries to grant, to Licensee a non-exclusive, non-transferable (subject to Section 10(c)), sublicensable (subject to Section 2(d)), fully paid-up, royalty-free, temporary (in accordance with Section 2(a)(ii)), limited right and license to use the Licensed Trademarks on Product Packaging for the Products, subject to the terms of this Agreement, for the terms specified in Section 2(a)(ii)) ("Product Packaging License").

(ii.) Term. The Product Packaging License will terminate, on a Product-by-Product basis, so that such Product Packaging no longer displays any Licensed Trademarks, as follows:

(A) As to the "JETFINE" mark, Imerys is the Licensor and Recipient is the Licensee, and the term of the license shall expire 24 months from the Closing Date;

(B) As to the "LUZENAC" mark, Imerys is the Licensor and Recipient is the Licensee, and the term of the license shall expire 12 months from the Closing Date;

(C) As to the "MISTRON" and "MISTRON VAPOR" marks, Recipient is the Licensor and Imerys is the Licensee, and the term of the license shall expire 24 months from the Closing Date;

(D) As to the "MISTROBLOCK" mark, Recipient is the Licensor and Imerys is the Licensee, and the term of the license shall expire 12 months from the Closing Date;

(E) As to the "TALCOLIVA" mark, Imerys is the Licensor and Recipient is the Licensee, and the term of the license shall expire 12 months from the Closing Date; and

(F) As to the "HAR" mark, Imerys is the Licensor and Recipient is the Licensee, and the term of the license shall expire on the earlier of: (x) 12 months from the Closing Date and (y); the last sale date of all Products in the possession, custody or control of Recipient (or any of its Subsidiaries) that have already been manufactured as of the Closing Date or that are in production as of the Closing Date.

(b.) License to Use Licensed Trademarks in Advertising Materials. Beginning on the Closing Date and solely for the term of the Product Packaging License, Licensor hereby grants to Licensee a non-exclusive, non-transferable (subject to Section 10(c)), sublicensable (subject to Section 2(d)), fully paid-up, royalty-free, temporary (in accordance with Section 2(a)(ii)), limited right and license to use the Licensed Trademarks in Advertising Materials, including advertising online and via social media outlets, in connection with the Products, subject to the terms of this Agreement.

(c.) License to Use Licensed Trademarks in Distribution and Sale, and Business Records. Beginning on the Closing Date and solely for the term of the Product Packaging License, Licensor hereby grants to Licensee a non-exclusive, non-transferable (subject to Section 10(c)), sublicensable (subject to Section 2(d)), fully paid-up, royalty-free, temporary (in accordance with Section 2(a)(ii)), limited right and license to use the Licensed Trademarks, including as a trade name, (i) in connection with the distribution and sale of the Products and (ii) in Licensee's business records used in connection with day-to-day operations (including company books and records, human resources, bank statements, invoices, and Regulatory Approval applications), subject to the terms of this Agreement.

(d.) Sublicensing. Licensee may sublicense (i) rights it receives under Sections 2(a) through 2(c) to its Affiliates and (ii) rights it receives under Sections 2(a) through 2(c) to distributors of Product (each such sublicense recipient in (i) or (ii), a "Sublicensee"), on the condition that each Sublicensee is bound by terms of use and obligations with respect to the Licensed Trademarks that are no less restrictive than those set forth in this Agreement. Licensee is liable to Licensor and, as between the Parties, to all other persons, for the failure of any Sublicensee to comply with its sublicense agreement to the same extent that Licensee would have been liable had Licensee failed to comply with this Agreement. Any sublicenses granted under this Section 2(d) shall automatically terminate upon the termination of the relevant license to Licensee hereunder pursuant to Section 2(a)(ii).

3. Reservation of Rights. Licensor reserves all rights in and to the Licensed Trademarks. Licensee acknowledges and agrees that as between Licensor and Licensee, Licensor is the sole and exclusive owner of all right, title and interest in, to and under the Licensed Trademarks, including all goodwill of the business connected with the use of, or symbolized by, the Licensed Trademarks. All goodwill generated by Licensee's use of the Licensed Trademarks inures solely to the benefit of Licensor. Nothing in this Agreement grants Licensee any ownership or other proprietary interest in any Licensed Trademarks.

4. Restrictions on Use. Without limiting the generality of Section 3 of this Agreement, and without prejudice to the Licensee's activities with respect to the Licensed Trademarks as of the date hereof, Licensee will not nor attempt to, nor permit, enable, or request any of its Subsidiaries to:

(a.) use any Licensed Trademarks in any manner, or engage in any other act or omission, that would be reasonably likely to impair any right of Licensor in, to or under the Licensed Trademarks, including any act or omission that would be reasonably likely to invalidate or cause the cancellation or abandonment of any Licensed Trademarks;

(b.) file, acquire or otherwise obtain any registration for or application to register any Trademark or Internet domain name, or acquire, create or otherwise obtain any social media account that consists of, incorporates, uses, or is confusingly similar to any Licensed Trademarks, whether with any governmental authority, internet domain name registrar, social media platform or otherwise (each of the foregoing, a "Registration");

(c.) adopt or use any variation, derivation or acronym of the Licensed Trademarks or any word, symbol or Trademark confusingly similar to the Licensed Trademarks (each, a "Variation");

(d.) use any Licensed Trademarks together with any other word, symbol or Trademark so as to form a composite Trademark (each, a "Composite");

(e.) represent to any other person that Licensee, any of its Subsidiaries or any other person (other than Licensor or its successors in interest to the Licensed Trademarks) has or will have any ownership interest in any Licensed Trademarks;

(f.) grant or attempt to grant a security interest in or lien on, record any security interest or lien on, or otherwise encumber, any Licensed Trademarks or this Agreement; or

(g.) contest, challenge or otherwise make any claim or take any action adverse to Licensor's ownership of or interest in, or the validity of, the Licensed Trademarks, including in any proceeding before any governmental authority.

5. Transfer of Rights. If Licensee has or acquires any rights in, to or under the Licensed Trademarks, or any Registrations, Composites or Variations, Licensee hereby irrevocably assigns all such rights to Licensor. At the reasonable request of Licensor, Licensee will execute any document, and perform any act reasonably necessary to obtain or confirm, Licensor's or its designee's exclusive ownership interest in and to the Licensed Trademarks and Registrations, in each applicable jurisdiction, including executing and delivering applications, oaths, declarations, affidavits, waivers, assignments and other documents.

6. Compliance with Laws. Licensee will comply with all applicable laws in connection with its use of the Licensed Trademarks, including the sale, distribution, promotion and advertising of Products, in connection with its use of the Advertising Materials, and in connection with any other exercise of the rights and licenses granted to it under this Agreement.

7. Quality Control.

(a.) (i) Recipient will use the Licensed Trademarks for which it is the Licensee under the terms of this Agreement solely in a manner reasonably consistent with the operation of the Business prior to Closing, and (ii) Imerys will use the Licensed Trademarks for which it is the Licensee under the terms of this Agreement solely in a manner reasonably consistent with the operation of Imerys' business prior to Closing.

(b.) Concerning any Products manufactured by Licensee or its Subsidiaries, Licensee will ensure that such Products at all times meet or exceed (i) the quality and manufacturing standards of similar products in the Products' industry, (ii) the then-current good manufacturing practices applicable to such Products, and (iii) any other standards imposed by the applicable governmental authorities. Licensee will notify Licensor in writing in the event that any Product does not meet such standards.

(c.) Inspection. Licensee will permit Licensor to enter any place used for the storage or distribution of the Products, Advertising Materials or company books and records to inspect (at reasonable times and on reasonable advance notice and at Licensor's cost and expense) the methods of storage and distribution to ensure compliance with the quality standards, or any other specifications or requirements, described in this Agreement. Licensee will promptly cease all use of any Licensed Trademark identified by Licensor that does not comply with this Agreement.

8. Enforcement and Maintenance.

(a.) Notification. Licensee will promptly notify Licensor upon becoming aware of any use of, or any application or registration for, a Licensed Trademark by any Third Party that is (i) an infringement, dilution or other violation of such Licensed Trademark or (ii) a claim asserted by any person that such Licensed Trademark is invalid or that Licensee's use of such Licensed Trademark infringes, dilutes or otherwise violates any person's trademark or other rights.

(b.) Enforcement. Licensor has the sole right, but not the obligation, to take action against other persons in the courts, administrative agencies or otherwise, at Licensor's cost and expense, to (i) prevent or terminate infringement, dilution or other violation of the Licensed Trademarks, (ii) oppose or cancel applications or registrations for any trademarks that may conflict with any Licensed Trademarks, or (iii) otherwise defend the Licensed Trademarks (each of (i)-(iii), an "Action"). Licensee may not initiate or maintain any Action on its own.

(c.) Procedure. At the reasonable request of Licensor, Licensee will cooperate with Licensor, at Licensor's expense, in an Action (including by executing, filing and delivering all documents and evidence requested by Licensor) and will lend its name to that Action if required by Law or if reasonably requested by Licensor. Licensor will have the sole authority regarding the handling of or decisions concerning any Action or any settlement or compromise thereof, provided that Licensor may not create any obligations or liabilities on Licensee without Licensee's consent. All damages or other compensation of any kind recovered in any Action or from any settlement or compromise thereof, are for the sole benefit of Licensor.

(d.) Maintenance. As between Licensor and Licensee, Licensor is responsible for prosecuting, maintaining and renewing applications and registrations for the Licensed Trademarks ("Maintenance"). Licensor will use commercially reasonable efforts to maintain the Licensed Trademarks during the term of this Agreement. At Licensor's request and expense, Licensee will cooperate and provide assistance to Licensor in connection with Maintenance, including (i) supplying specimens and other samples of Licensee's use of the Licensed Trademarks and (ii) executing documents and performing lawful acts as reasonably requested by Licensor.

9. Term and Termination.

(a.) Term. This Agreement shall be effective as of the Closing Date through the date of termination of the last-to-terminate Product Packaging License (as set forth in Section 2(a)(ii)).

(b.) Effect of Termination. After any termination of this Agreement pursuant to Section 9(a), (i) all rights of Licensee to use the applicable Licensed Trademarks automatically terminate, and (ii) Licensee will promptly cease using the Licensed Trademarks and will destroy (or modify so as to remove the Licensed Trademarks) the applicable Product Packaging and Advertising Materials as set forth in Sections 2(a) and 2(b). Notwithstanding anything herein to the contrary, after any termination of this Agreement, Licensee can use the applicable Licensed Trademark for internal use of any historical records or other internal documentation or materials that bear any of the Licensed Trademarks as of such termination without the need to remove any of the Licensed Trademarks.

(c.) Survival. The following sections, together with any sections that expressly survive by their terms, survive expiration or termination of this Agreement: Sections 1, 3, 9(c) and 10.

10. Miscellaneous.

(a.) Counterparts; Entire Agreement; Conflicting Agreements.

(i.) This Agreement may be executed in one (1) or more counterparts, all of which shall be considered one (1) and the same agreement, and shall become effective when one (1) or more counterparts have been signed by each Party and delivered to the other Party. Execution of this Agreement or any other documents pursuant to this Agreement by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as being, executed by an original signature.

(ii.) This Agreement, the Purchase Agreement, the other Ancillary Agreements, the exhibits, the schedules and appendices hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties with respect to such subject matter other than those set forth or referred to herein or therein.

(iii.) The Parties hereby acknowledge and agree, and shall cause their Subsidiaries to acknowledge and agree, that the Trademark License Agreement, dated as of February 2019, by and between Imerys USA, Inc., Imerys, Imerys Talc America, Inc., Imerys Talc Canada, Inc., and Imerys Talc Vermont, Inc., is wholly superseded and cancelled, of no further force or effect, and replaced with the terms of this Agreement, as of the Closing Date.

(iv.) In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the Purchase Agreement shall control.

(b.) Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of New York, without regard to the conflict of laws principles thereof that would result in the application of any law other than the laws of New York.

(c.) Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that no Party hereto may assign its respective rights or delegate its respective obligations under this Agreement without the prior written consent of the other Party hereto. Notwithstanding the foregoing, either Party may assign this Agreement (along with its related rights and requiring assumption of its obligations under this Agreement) without the consent of the other Party to its Affiliates and successors in interest in connection with any corporate reorganization, recapitalization, or any divestiture, merger, acquisition, joint venture or sale of all or substantially all of the assets or equity of such Party related to this Agreement.

(d.) No Third-Party Beneficiaries. (i) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any person (including employees of the Parties hereto) except the Parties any rights or remedies hereunder, and (ii) there are no Third Party beneficiaries of this Agreement and this Agreement shall not provide any Third Party (including employees of the Parties hereto) with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

(e.) Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person or (b) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Imerys, to:

[ ]

with a copy (which shall not constitute notice) to:

[…]

If to Recipient to:

with a copy (which shall not constitute notice) to:

[…]

Any Party may, by written notice to the other Party, change the address to which such notices are to be given.

(f.) Severability. If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the rights and obligations contemplated by this Agreement be fulfilled as originally contemplated to the greatest extent possible.

(g.) Force Majeure. No Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations under this Agreement results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, or labor problems, or, in the case of computer systems, any failure in electrical or air conditioning equipment. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of such delay.

(h.) Headings. The table of contents and article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i.) Waivers of Default. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party.

(j.) Specific Performance. In the event of any actual or threatened default or breach of, any of the terms, conditions and provisions of this Agreement, the Party or Parties who are or are to be thereby aggrieved shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in each case (i) without the requirement of posting any bond or other indemnity and (ii) in addition to any other remedy to which it or they may be entitled, at Law or in equity. Such remedies shall be cumulative with and not exclusive of and shall be in addition to any other remedies which any Party may have under this Agreement, or at law or in equity or otherwise, and the exercise by a Party hereto of any one remedy shall not preclude the exercise of any other remedy.

(k.) Amendments. No provision of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

(l.) Interpretation. Interpretation of this Agreement (except as specifically provided in this Agreement, in which case such specified rules of construction shall govern with respect to this Agreement) shall be governed by the following rules of construction: (i) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (ii) references to the terms Article, Section, paragraph and Exhibit are references to the Articles, Sections, paragraphs and Exhibits to this Agreement, unless otherwise specified; (iii) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words, refer to this entire Agreement, including the Schedules and Exhibits hereto; (iv) references to "$" shall mean U.S. dollars; (v) the word "including" and words of similar import shall mean "including without limitation," unless otherwise specified; (vi) the word "or" shall not be exclusive; (vii) references to "written" or "in writing" include in electronic form; (viii) provisions shall apply, when appropriate, to successive events and transactions; (ix) a reference to any person includes such person's permitted successors and permitted assigns; (x) any reference to "days" means calendar days unless business days are expressly specified; and (xi) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is not a business day, the period shall end on the next succeeding business day.

(m.) Waiver of Jury Trial. SUBJECT TO SECTIONS 10(j) AND 10(n) HEREIN, EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY COURT PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF AND PERMITTED UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HEREBY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10(m).

(n.) Submission to Jurisdiction; Waivers. With respect to any claim relating to or arising out of this Agreement, each Party to this Agreement irrevocably (i) consents and submits to the exclusive jurisdiction of the courts of New York, (ii) waives any objection which such Party may have at any time to the laying of venue of any claim brought in any such court, waives any claim that such claim has been brought in an inconvenient forum and further waives the right to object, with respect to such claim, that such court does not have jurisdiction over such Party and (iii) consents to the service of process at the address set forth for notices in Section 10(e) herein; provided, however, that such manner of service of process shall not preclude the service of process in any other manner permitted under applicable Law.

(o.) Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties will cooperate with each other and shall use its (and shall cause its Subsidiaries to use their) commercially reasonable efforts, prior to, on and after the Closing Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements to implement and give effect to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be duly executed and delivered in its name and on its behalf as of the date first written above.

IMERYS:	**RECIPIENT**
Imerys S.A. […]	[Recipient] [ ]

EXHIBIT J

ENVIRONMENTAL SERVICES TERM SHEET

*This Term Sheet ("the "**Term Sheet**") is entered into as of [●] (the "**Term Sheet Effective Date**") by and among Magris Resources Canada, Inc. ("**Provider**"), on the one hand, and Imerys Talc America, Inc., Imerys Talc Vermont, Inc., and Imerys Talc Canada Inc. (each, a "**Service Recipient**" and together the "**Service Recipients**"), on the other hand, pursuant to that certain Asset Purchase Agreement by and among the Service Recipients, Imerys USA Inc., Imerys S.A. and Provider, dated as of [●] (the "**Purchase Agreement**"). Terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement. Service Provider and the Service Recipients may each be referred to as a "**Party**" and may collectively be referred to as the "**Parties**". The terms contained in this Term Sheet are not binding, are not intended to create rights in favor of the Parties with respect to the Services (as defined below), and are subject to change based upon the results of due diligence and the negotiation of a definitive services agreement. The Parties have no binding obligation to conduct any amount of due diligence or negotiate or execute a definitive services agreement. The obligations of the Parties to consummate any transaction or perform any Services will be subject in all respects to the negotiation, execution, and delivery of the definitive services agreement and the satisfaction of all conditions contained therein.*

Non-Binding Obligations

Services Agreement	Provider and the Service Recipients will enter into a services agreement (a "**Services Agreement**") pursuant to which Provider will provide the Environmental Services (defined below) to the Service Recipients during the Services Term (defined below) for the Fees (defined below) specified herein.
Services	Provider shall provide the following "***Services***": direct and manage investigation, remediation and reclamation work only to the extent and as specifically directed by the Service Recipient at the Service Recipient's following three sites: Johnson Mill (98 Lendway Lane, Johnson, Vermont, USA), Hamm Mine (White Road/Town Highway #9, Windham/Londonderry, Vermont, USA), and Broughton Mine (2, 15e rang, Saint-Pierre-de-Broughton, Quebec, Canada) (each a **"Site"** and collectively, the **"Sites"**). Provider shall cause the Services to be performed by Provider's environmental personnel (including Robin Reilly and David Vodusek in each case only to the extent employed by Provider, or such other replacements reasonably approved by Service Recipient in writing) (the "***Environmental Personnel***").
Fees	The Service Recipients shall pay to Provider the costs incurred by Provider in performing the Services performed by Provider (including the proportion of time spent by Environmental Personnel to provide the Services based on their salaries and benefits) plus a five percent (5%) margin on such costs ("***Fees***"). Fees will be invoiced monthly, payable net 30 days. Provider will procure third-party services or supplies only to the extent and as directed by Service Recipient and not as the Service Recipient's agent. Any such third-party agreement will be made directly by the Service Recipient and third party as counterparties.
Services Term; Termination	The Services shall be performed at each Site until the earliest of any of the following: (1) a "no further action" letter has been obtained from the applicable regulator (2) the applicable remediation and reclamation work at such Site is completed, or (3) five (5) years after the date of the Services Agreement. The Service Recipient can terminate some or all of the Services at any or all of the Sites, in any of the Service Recipient's sole discretion, by providing written notice to Provider, such termination to be effective ten (10) days after Provider receives written notice of such termination. The Services Agreement may be terminated by either Party by giving thirty (30) days'

	written notice to the other Party, if the non-terminating Party has breached any of its material obligations contained in this Term Sheet, which breach cannot be or has not been cured within thirty (30) days after the giving of notice by the terminating Party to the non-terminating Party specifying such breach; which cure period may be extended to ninety (90) days if the breaching Party is taking diligent efforts to cure such breach.
Permitting and Site Conditions	Responsibility for Site permitting and conditions remains with the Service Recipient except to the extent Provider fails to comply with Service Recipient's reasonable and lawful directions. At the Service Recipient's direction, Provider shall assist Service Recipient in the proper handling, storage, transportation and/or disposal of any waste or hazardous materials in accordance with all applicable federal, state and local laws and regulations. Service Recipient shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow Provider to complete the Services in a timely manner. In no event shall Provider take title to, ownership of, or be liable for disposal or remediation costs associated with any waste or hazardous materials related to the Services. Any and all Environmental Permits shall be applied for, obtained and maintained by or on behalf of Service Recipient in its own name.

[*Remainder of the page left intentionally blank*]

EXHIBIT K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
IMERYS TALC AMERICA, INC., *et al.*,[1]	:	Case No. 19-10289 (LSS)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	**Ref. Docket Nos. 1718, 1950, [__]**

ORDER (I) APPROVING THE DEBTORS' DESIGNATION OF MAGRIS RESOURCES CANADA INC. AS STALKING HORSE BIDDER AND RELATED BID PROTECTIONS AND (II) GRANTING RELATED RELIEF

In accordance with the *Order (I)(A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (II) Granting Related Relief* [Docket No. 1950] (as modified by the *Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2039], the *Second Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2189], and the *Third Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. [●]] (collectively, the "**Notices of Modified Dates**"), and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Bidding Procedures Order**");[2] and

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order, or if not defined therein, then in the Stalking Horse Agreement (as defined herein), unless the context otherwise requires.

upon consideration of the *Notice of (I) Designation of Stalking Horse Bidder, (II) Filing of Stalking Horse Agreement and Proposed Sale Order and (III) Request for Approval of Bid Protections* [Docket No. [●]] (the "**Stalking Horse Notice**") filed by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**"), and the relevant terms and conditions of that certain Asset Purchase Agreement, dated as of October 13, 2020 (the "**Stalking Horse Agreement**"), among the Debtors and Magris Resources Canada Inc. (the "**Stalking Horse Bidder**"), attached as Exhibit A to the Stalking Horse Notice; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief granted herein is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that notice of the Stalking Horse Notice was appropriate and no other notice need be provided; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. Statutory Predicates. The predicates for the relief granted herein are sections 105, 363, 503, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014.

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Notice of Order. The Stalking Horse Notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of, and an opportunity to object to, the Debtors' entry into the Stalking Horse Agreement, including the Break-Up Fee, the Expense Reimbursement, and the Initial Minimum Overbid (as defined below) (collectively, the "**Bid Protections**") contemplated thereby, and provided a fair and reasonable opportunity for parties in interest to object, and to be heard, with respect to the proposed entry of this Order, and was provided in accordance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the applicable Local Rules, and the Bidding Procedures Order. Accordingly, no other or further notice with respect to such matters is necessary or shall be required.

C. Designation of Stalking Horse Bidder. Pursuant to the Bidding Procedures Order, the Debtors are authorized to, after consultation with the Consultation Parties and with the consent of the TCC and the FCR, select and designate one or more Potential Bidders to act as stalking horse bidder for up to substantially all of the Debtors' Assets, and agree to provide certain bid protections to such stalking horse bidder, subject to approval of this Court.

D. Stalking Horse Agreement. The Debtors and the Stalking Horse Bidder negotiated the Stalking Horse Agreement at arm's length and in good faith, without collusion, all within the meaning of section 363(m) of the Bankruptcy Code. The Debtors have determined, after consultation with the Consultation Parties and in their reasonable business judgment, that the Stalking Horse Agreement represents the highest or otherwise best offer the Debtors have received to date. Entry of this Order, including approval of the Debtors' entry into, and performance under, the Stalking Horse Agreement (subject to the solicitation of higher or otherwise better offers as provided in the Bidding Procedures and the Bidding Procedures Order) and the Bid Protections

contained therein, is in the best interests of the Debtors and their estates, creditors, and all other parties in interest.

E. Good Faith of Stalking Horse Bidder. The Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the Stalking Horse Bidder's negotiation of the Stalking Horse Agreement and the Bidding Procedures, subject to (1) compliance with the Bidding Procedures and (2) entry of the Sale Order.

F. Bid Protections. The Bid Protections, as set forth in the Stalking Horse Agreement, are: (1) commensurate to the real and substantial benefits conferred upon the Debtors' estates by the Stalking Horse Bidder; (2) reasonable and appropriate in light of the size and nature of the proposed sale contemplated by the Stalking Horse Agreement, the commitments that have been made by the Stalking Horse Bidder, and the efforts that have been and will be expended by the Stalking Horse Bidder; and (3) necessary to induce the Stalking Horse Bidder to continue to pursue such sale and continue to be bound by the Stalking Horse Agreement. The Bid Protections are an essential inducement to, and condition of, the Stalking Horse Bidder's entry into, and continuing obligations under, the Stalking Horse Agreement. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidder is unwilling to be bound to the terms of the Stalking Horse Agreement (including the obligation to maintain its committed offer in accordance with the terms of the Stalking Horse Agreement while such offer is subject to higher or otherwise better bids as contemplated by the Bidding Procedures). The Stalking Horse Bidder has provided a material benefit to the Debtors and their creditors by providing a baseline value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other Potential Bidders in

the sale process, thereby increasing the likelihood that the value of the Assets will be maximized through the Debtors' sale process.

G. Accordingly, the Bid Protections are (i) fair, reasonable and appropriate and designed to maximize value for the benefit of the Debtors' estates; and (ii) actual and necessary costs and expenses of preserving the Debtors' estates within the meanings of section 503(b) and 507(a) of the Bankruptcy Code; *provided*, *however*, no Bid Protections shall be payable, nor shall the Stalking Horse Bidder seek to compel payment of the Break-Up Fee and Expense Reimbursement other than as set forth in the Stalking Horse Agreement; *provided, further*, that nothing herein constitutes a waiver, limitation, or adverse determination regarding any request by the Stalking Horse Bidder for a claim under section 503(b)(3)(D) of the Bankruptcy Code solely with respect to the Bid Protections.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

I. Approval of Designation of the Stalking Horse Bidder

1. The Stalking Horse Agreement is authorized and approved in the form attached to the Stalking Horse Notice as Exhibit A as the stalking horse bid for the Assets (the "**Stalking Horse Bid**"). The Debtors are authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to enter into and perform under the Stalking Horse Agreement, subject to the solicitation of higher or otherwise better offers for the Assets and the terms and conditions set forth therein, in the Bidding Procedures Order, the Bidding Procedures and this Order.

2. All objections to the relief granted herein that have not been withdrawn, waived or settled are hereby overruled as to the relief granted herein. For the avoidance of doubt, objections to the Sale, entry of the Sale Order and provisions of the Stalking Horse Agreement, other than the designation of the Stalking Horse Bidder and the Bid Protections, are reserved and should be raised in accordance with and pursuant to the deadlines set forth in the Bidding Procedures Order.

3. The Stalking Horse Bidder shall be deemed a Qualified Bidder, and the Stalking Horse Bid shall be deemed a Qualified Bid, for all purposes under the Bidding Procedures Order and Bidding Procedures.

4. The Stalking Horse Agreement shall be binding and enforceable on the parties thereto in accordance with its terms. The failure to describe specifically or include any provision of the Stalking Horse Agreement or related documents in the Stalking Horse Notice or herein shall not diminish or impair the effectiveness of such provision as to such parties. The Stalking Horse Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, solely in accordance with the terms thereof, without further order of the Court; *provided*, *however*, that the parties may not amend the Purchase Price, Bid Protections, or make any other changes to the Stalking Horse Agreement which, taken as a whole, would be materially adverse to the Debtors without further order of this Court.

5. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Order, this Order does not approve or authorize the sale of the Assets or the assumption and assignment of executory contracts or unexpired real property leases under the Stalking Horse Agreement. Such approval and authorization (if any) is to be considered only at the Sale Hearing pursuant to the Bidding Procedures and Bidding Procedures Order.

II. Approval of the Bid Protections

6. The Bid Protections, as set forth in the Stalking Horse Agreement, are approved in their entirety. The Bid Protections and this Order shall be binding on the Debtors, their successors and assigns, and shall survive the termination of the Stalking Horse Agreement, appointment of a chapter 11 trustee or similar fiduciary, and dismissal or conversion of the Chapter 11 Cases; *provided, however*, that the obligation to pay or honor the Bid Protections shall be subject to the terms and conditions of the Stalking Horse Agreement.

7. The Debtors are authorized to pay (i) the Break-Up Fee in an amount equal to $3,345,000 (1.5% of the cash component of the Purchase Price), and (ii) the Expense Reimbursement, not to exceed $500,000, for reasonable and documented out-of-pocket costs and expenses (including expenses of outside counsel, accountants and financial advisors) incurred by the Stalking Horse Bidder in connection with, or related to, its evaluation, consideration, analysis, negotiation, and documentation of a possible transaction with the Debtors, or in connection with or related to the transactions contemplated by the Stalking Horse Agreement, in each case, as provided in the Stalking Horse Agreement, subject to the terms and conditions set forth therein, in the Bidding Procedures Order, the Bidding Procedures and this Order. The Break-Up Fee and the Expense Reimbursement shall be entitled to administrative expense status under sections 503(b) and 507(a)(2) of the Bankruptcy Code.

8. An initial minimum overbid amount of $100,000 (the "**Initial Minimum Overbid**") is approved, subject to the terms and conditions set forth in the Stalking Horse Agreement, the Bidding Procedures Order, the Bidding Procedures and this Order.

9. The Debtors and the Stalking Horse Bidder are granted all rights and remedies provided to them under the Stalking Horse Agreement, including, without limitation, the right to specifically enforce the Stalking Horse Agreement (including with respect to the Bid Protections and the Deposit) in accordance with its terms; *provided, however*, that the Break-Up Fee and Expense Reimbursement shall not be payable, nor shall the Stalking Horse Bidder seek to compel payment of the Break-Up Fee and Expense Reimbursement, prior to consummation of an Alternative Transaction.

III. Competing Bids

10. The Bid Deadline for submission of Bids for the Debtors' Assets is **November 10, 2020 at 4:00 p.m. (prevailing Eastern Time)**. The requirements for submitting a Qualified Bid

are set forth in the Bidding Procedures Order and the Bidding Procedures. Subject to entry of this Order, the value of the purchase price included in any Bid for assets subject to the Stalking Horse Bid must equal at least (i) $226,845,000, representing the value of the Purchase Price set forth in the Stalking Horse Bid, plus the amount of the Break-Up Fee and the Expense Reimbursement, plus (ii) the Initial Minimum Overbid of $100,000.

11. If one or more Qualified Bids for the assets subject to the Stalking Horse Bid are received by the Bid Deadline, the Debtors will conduct an Auction on **November 12, 2020 at 10:00 a.m. (prevailing Eastern Time)** or such other time as the Debtors will notify all Qualified Bidders with the reasonable consent of the TCC and the FCR. The Auction will be conducted virtually, through Zoom, GoToMeeting, WebEx or similar platform that allows parties to participate remotely.

12. A hearing to consider approval of the sale of the Debtors' Assets (the "**Sale Hearing**") will be held on **November 16, 2020 at 10:00 a.m. (prevailing Eastern Time)** at the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801. The deadline to file objections to the proposed sale is **November 2, 2020 at 4:00 p.m. (prevailing Eastern Time)**. For the avoidance of doubt, objections to any Cure Amount or to assumption and assignment of executory contracts or unexpired leases on any basis other than an Adequate Assurance Objection are due on or before the Cure Objection Deadline (each as defined in the Bidding Procedures Order).

13. Notwithstanding Bankruptcy Rule 6004(h) or otherwise, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Debtors and the Stalking Horse Bidder are authorized to take all reasonable actions necessary to effectuate the relief granted in this Order.

15. To the extent the automatic stay provisions of section 362 of the Bankruptcy Code would otherwise apply, such provisions are vacated and modified to the extent necessary to permit the parties to the Stalking Horse Agreement to exercise their termination rights thereunder in accordance with its terms, and deliver any notice contemplated thereunder, in each case, without further order of the Court.

16. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Stalking Horse Agreement, any purported termination of such Stalking Horse Agreement pursuant to the preceding paragraph 15, and the implementation of this Order.

EXHIBIT L

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
IMERYS TALC AMERICA, INC., *et al.*,[1]	:	Case No. 19-10289 (LSS)
Debtors.	:	(Jointly Administered)
	:	**Ref. Docket Nos. 1718 & 1950**

ORDER (I) APPROVING SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (II) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH AND (III) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") for entry of an order (this "**Sale Order**") (i) approving the sale of all or substantially all of the Debtors' assets (collectively, the "**Assets**") free and clear of all liens, claims, encumbrances, and other interests, (ii) authorizing the assumption and assignment of certain of the Debtors' executory contracts and unexpired non-residential real property leases, and (iii) granting related relief, all as more fully set forth in the Motion; and this Court having entered the *Order (I)(A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (II) Granting Related Relief*

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined herein), or if not defined therein, in the Motion or the Bidding Procedures Order (as defined herein), as applicable.

[Docket No. 1950] (as modified by the *Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2039], the *Second Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. 2189], and the *Third Notice of Modified Deadlines Contained in the Bidding Procedures and the Bidding Procedures Order* [Docket No. [●]] (collectively, the "**Notices of Modified Dates**"), the "**Bidding Procedures Order**") on June 30, 2020; and this Court having entered the Stalking Horse Order (as defined below) on October [29], 2020; [and the Auction having been held on November [12], 2020; and Magris Resources Canada Inc. (the "**Buyer**") having been selected as the Successful Bidder [at the conclusion of the Auction]; and upon the Buyer and the Debtors having entered into that certain Asset Purchase Agreement, dated as of October 13, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the "**Asset Purchase Agreement**"), a copy of which is attached hereto as Exhibit A; and this Court having reviewed the Motion and the Asset Purchase Agreement; and it appearing that proper and adequate notice of the Motion, the Bidding Procedures Order, and the Auction having been given to all parties entitled thereto, and that no other or further notice need be given; and a hearing having been held to consider the relief requested in the Motion (the "**Sale Hearing**"); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest and upon the record of the Sale Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

Jurisdiction, Final Order, and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105(a), 363 and 365 of title 11 of the United States Code (the "**Bankruptcy Code**"), rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the applicable Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"). The consummation of the transactions contemplated by the Asset Purchase Agreement and this Sale Order (collectively, the "**Transactions**") is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and the Debtors, on the one hand, and the Buyer (as defined herein) and its affiliates, on the other hand, have complied with all of the applicable requirements of such sections and rules in respect of the Transactions.

C. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

Notice of the Sale, Auction and the Cure Payments

D. As evidenced by the affidavits of service filed with this Court,[4] proper, timely, adequate, and sufficient notice of, inter alia, the Motion, the Bidding Procedures Order, the Assumption and Assignment Procedures, the Auction, the Sale Hearing, the Sale, and the transactions described in the Asset Purchase Agreement, and all deadlines related to the foregoing, has been provided to all parties entitled to receive such notice under the Bidding Procedures Order and applicable rules.

E. On July 28, 2020, August 28, 2020, and October [●]], 2020, the Debtors served the *Notice of Potential Assumption of Certain Executory Contracts or Unexpired Leases* [Docket No. 2040], the *Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 2142], and the *[Second Supplemental notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases*] [Docket No. [●]] (collectively, the "**Cure Notices**") on each of the counterparties to the Assumed Agreements and Assumed Real Property Leases in accordance with the Bidding Procedures Order. The service of the Cure Notices was sufficient under the circumstances and in full compliance with the Assumption and Assignment Procedures and the Bidding Procedures Order, and no further notice need be provided in respect of the Debtors' assumption and assignment to the Buyer of any Assumed Agreement (excluding any contracts that become Excluded Assets in accordance with the Asset Purchase Agreement after the date hereof, collectively, the "**Assigned Contracts**") or the Cure Payments for any Assigned Contract. All counterparties to the Assigned Contracts have

[4] *See* Docket Nos. [1739, 1954, 1970, 1973, 2085, and [●]].

had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Cure Payments. Service of the Cure Notices was appropriate and reasonably calculated to provide all counterparties to the Assigned Contracts with timely and proper notice of the potential assumption and assignment of the Assigned Contracts in connection with the sale of the Assets and the related Cure Payments.

F. On [●], 2020, the Debtors served the *Notice of Sale, Bidding Procedures, Auction, and Sale Hearing* [Docket No. [●]] (the "**Auction and Sale Notice**") on all parties required to receive such notice under the Bidding Procedures Order and applicable rules, and published such notice in the national editions of *The Wall Street Journal* and *The Globe and Mail* and the website maintained by the Debtors' claims and noticing agent, Prime Clerk LLC. Such publication of the Auction and Sale Notice conforms to the requirements of the Bidding Procedures Order and Bankruptcy Rules 2002(l) and 9008, and was reasonably calculated to provide notice to any affected party and afford any affected party the opportunity to exercise any rights related to the Motion and the relief granted by this Sale Order. Service and publication of the Auction and Sale Notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Purchased Assets, including the proposed sale of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests, the Sale, the Bidding Procedures, the Auction, and the Sale Hearing.

G. The Debtors filed the *Notice of Successful Bidder* [Docket No. [●]] (the "**Notice of Successful Bidder**") with this Court on [●], 2020, and served such notice on all parties required to receive such notice under the Bidding Procedures Order and applicable rules. Such notice was appropriate and reasonably calculated to provide all interested parties with timely and

proper notice of the [cancellation / conclusion] of the Auction and the identity of the Successful Bidder [and Backup Bidder].

H. The notice described in the foregoing paragraphs is due, proper, timely, adequate, and sufficient notice of the Motion, the Auction, the Bidding Procedures Order, the Sale Hearing, the assumption and assignment of the Assigned Contracts to the Buyer, the Sale, and the entry of this Sale Order, and has been provided to all parties in interest. Such notice was, and is, good, sufficient, and appropriate under the circumstances of these Chapter 11 Cases, provided a fair and reasonable opportunity for parties in interest to object, and to be heard, with respect thereto, and was provided in accordance with sections 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, and 9014, and the applicable Local Rules, and in compliance with the Bidding Procedures Order. Accordingly, no other or further notice with respect to such matters is necessary or shall be required.

The Stalking Horse Bid

I. Pursuant to the Bidding Procedures Order, the Debtors were authorized (but not required) to exercise their business judgment, in consultation with the Consultation Parties and with the consent of the TCC and FCR, to (i) select and designate one or more Potential Bidders to act as a Stalking Horse Bidder for up to substantially all of the Assets, (ii) negotiate the terms of, and enter into a Stalking Horse Agreement, and (c) agree to certain bid protections for the benefit of such Stalking Horse Bidder, subject to approval of the Court after notice and an opportunity to object.

J. After extensive, arm’s length, good faith negotiations among the Debtors and the Buyer, and their respective advisors, in accordance with the Bidding Procedures and the Bidding Procedures Order, on October 13, 2020, the Debtors and the Buyer finalized the Asset Purchase

Agreement wherein the Debtors and the Buyer agreed that the Buyer would serve as the Stalking Horse Bidder for the Purchased Assets, and the Transactions contemplated by the Asset Purchase Agreement would serve as the Stalking Horse Bid, subject to entry of the Stalking Horse Order.

K. On October 13, 2020, the Debtors filed with the Court, and served on the Transaction Notice Parties, the *Notice of (I) Designation of Stalking Horse Bidder, (II) Filing of Stalking Horse Agreement and Proposed Sale Order and (III) Request for Approval of Bid Protections* [Docket No. [●]] (the "**Stalking Horse Notice**"). [No objections were filed to the Stalking Horse Notice.] On October [29], 2020, this Court entered the *Order (I) Approving Debtors' Designation of Magris Resources Canada Inc. as Stalking Horse Bidder and Related Bid Protections and (II) Granting Related Relief* [Docket No. [●]] (the "**Stalking Horse Order**"), approving, among other things, (i) the Debtors' entry into the Asset Purchase Agreement with the Buyer, (ii) the designation of the Buyer as the Stalking Horse Bidder for the Purchased Assets, and (iii) the Bid Protections (as defined and further described in the Stalking Horse Order).

Business Judgment

L. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Sale and the other transactions contemplated by the Asset Purchase Agreement and the Transaction Documents, including, without limitation, the assumption, assignment, and/or transfer of the Assigned Contracts pursuant to sections 105, 363, and 365 of the Bankruptcy Code, prior to and outside of a plan of reorganization, and such action is an appropriate exercise of each Debtor's business judgment and in the best interests of the Debtors, their estates, and their creditors. The Debtors have determined that entry into the Asset Purchase Agreement and the Sale of the Purchased Assets to the Buyer present the best opportunity to maximize the value of the Debtors' estates.

Marketing and Sale Process

M. The Debtors and their professionals, agents, and other representatives have marketed the Debtors' Assets and conducted all aspects of the sale process at arm's length, in good faith, and in compliance with the Bidding Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Debtors' Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures and the Auction were duly noticed, were substantively and procedurally fair to all parties, and were conducted in a diligent, non-collusive, fair and good-faith manner. The Asset Purchase Agreement constitutes the best and highest offer for the Debtors' Assets.

Good Faith of the Buyer; No Collusion

N. The Buyer is purchasing the Purchased Assets for value in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and therefore is entitled to, and granted pursuant to paragraph 32 below, the full rights, benefits, privileges, immunities and protections of that provision, and has otherwise proceeded in good faith in all respects in connection with the Transaction in that, among other things: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Assets; (ii) the Buyer complied in good faith in all respects with the provisions in the Bidding Procedures and the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bidding process set forth in the Bidding Procedures; (iv) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed; and (v) the negotiation and execution of the Asset Purchase Agreement and the other Transaction Documents were at arm's length and in good faith.

O. None of the Debtors, the Buyer, any other party in interest, or any of their respective Representatives has engaged in any conduct that would cause or permit the Asset Purchase Agreement or any of the Transaction Documents, or the consummation of the Transaction, to be avoidable or avoided, or for costs or damages to be imposed, under section 363(n) of the Bankruptcy Code, or has acted in bad faith or in any improper or collusive manner with any Person in connection therewith.

Highest or Otherwise Best Offer

P. The Debtors [conducted the Auction in accordance with, and] have [otherwise] complied in all material respects with[,] the Bidding Procedures Order. The Debtors and their advisors adequately marketed the Purchased Assets, and the process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any party to make a higher or otherwise better offer to purchase the Purchased Assets.

Q. In accordance with the Bidding Procedures, the Bid submitted by the Buyer was deemed a Qualified Bid and the Buyer was eligible to participate in the Auction for the Assets as a Qualified Bidder. [Other than the Stalking Horse Bid, no Qualified Bids were submitted for the Purchased Assets by the Bid Deadline. As such, the Debtors, in consultation with the Consultation Parties and with the consent of the TCC and the FCR, cancelled the Auction and the Buyer was deemed to be the Successful Bidder in accordance with the Bidding Procedures.] [The Debtors evaluated each Qualified Bid and each Overbid submitted at the Auction prior to selecting the Buyer as the Successful Bidder in accordance with the Bidding Procedures.] [No other Person has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Buyer.] The Asset Purchase Agreement constitutes the highest or otherwise best offer for the

Purchased Assets and represents fair and reasonable consideration to the Debtors for the Purchased Assets under the circumstances of these Chapter 11 Cases.

No Fraudulent Transfer

R. The Asset Purchase Agreement and the other Transaction Documents were not entered into, and the Transaction is not being consummated, for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors under applicable law, and none of the parties to the Asset Purchase Agreement or parties to any of the Transaction Documents are consummating the Transaction with any fraudulent or otherwise improper purpose. The Purchase Price for the Purchased Assets constitutes full and adequate consideration, is fair and reasonable, and constitutes reasonably equivalent value, fair consideration, and fair value under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law.

Validity of Transfer

S. The Debtors have full corporate power and authority (i) to perform all of their obligations under the Asset Purchase Agreement and the Transaction Documents and (ii) to consummate the Transaction. Subject to the entry of this Sale Order, no further consents or approvals are required for the Debtors to consummate the Transaction or otherwise perform their obligations under the Asset Purchase Agreement or the Transaction Documents, except, in each case, as otherwise expressly set forth in the Asset Purchase Agreement or other Transaction Documents.

T. As of the Closing Date, the transfer of the Purchased Assets to the Buyer, including, without limitation, the assumption, assignment, and transfer of the Assigned Contracts, will be a legal, valid, and effective transfer thereof, and will vest the Buyer with all right, title, and interest

of the Debtors in and to the Purchased Assets, free and clear of all Interests (as defined below) (other than Permitted Liens and Assumed Liabilities) accruing or arising any time prior to the Closing Date, except as expressly set forth in the Asset Purchase Agreement.

Section 363(f) Is Satisfied

U. The Debtors may sell or otherwise transfer the Purchased Assets free and clear of all Interests (other than Permitted Liens and Assumed Liabilities) because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Interests against the Debtors, their estates, or any of the Purchased Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Interests who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by the terms of this Sale Order, including, as applicable, by having their Interests, if any, attach to the proceeds of the Sale attributable to the Purchased Assets in which such creditor alleges or asserts an Interest, in the same order of priority, with the same validity, force, and effect, that such creditor had against the Purchased Assets immediately prior to consummation of the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

V. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Transaction contemplated thereby if (i) the Sale, including the assumption, assignment, and transfer of the Assigned Contracts to the Buyer, was not free and clear of all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities), or (ii) the Buyer or any of its Affiliates, past, present and future members or shareholders, lenders, subsidiaries, parents, divisions, agents, Representatives, insurers, attorneys, successors and

assigns, or any of its or their respective directors, managers, officers, employees, agents, Representatives, attorneys, advisors, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (each a "**Buyer Party**") would, or in the future could, be liable for any of such Interests, including any successor or transferee liability (other than Permitted Liens and Assumed Liabilities). Not transferring the Purchased Assets free and clear of all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities), including rights or claims based on any successor or transferee liability, would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Interests would be of substantially less benefit to the Debtors' estates.

W. As used in this Sale Order, the terms "Interest" and "Interests" include all of the following, in each case, to the extent against or with respect to the Debtors, or in, on, or against, or with respect to any of the Purchased Assets:

i. encumbrances, charges, liens (whether consensual, statutory, possessory, judicial, or otherwise), claims, mortgages, leases, subleases, licenses, hypothecations, deeds of trust, pledges, levies, security interests or similar interest, title defect, options, hypothecations, rights of use or possession, rights of first offer or first refusal (or any other type of preferential arrangement), profit sharing interests, rights of consent, restrictive covenants, encroachments, servitude, restrictions on transferability of any type, charge, easement, right of way, restrictive covenant, transfer restriction under any shareholder agreement, judgment, conditional sale or other title retention agreement, any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Purchased Assets, or any similar rights, or other imposition, imperfection or defect of title or restriction on transfer or use of any nature whatsoever (collectively, "**Liens**");

ii. any and all claims as defined in section 101(5) of the Bankruptcy Code and jurisprudence interpreting the Bankruptcy Code, causes of actions, payments, charges, judgments, assessments, losses, monetary damages, penalties, fines, fees, interest obligations, deficiencies, debts, obligations, costs and expenses and other liabilities (whether absolute, accrued,

contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise), including, without limitation: (1) any and all claims or causes of action based on or arising under any labor, employment or pension laws, labor or employment agreements, including any employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA (as defined herein), (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code and of any similar state law (collectively, "**COBRA**"), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101 et seq.); (2) any rights under any pension or multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, "**ERISA**"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (3) any and all claims or causes of action based upon or relating to any putative successor or transferee liability; (4) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor affiliate; (5) any Excluded Assets; (6) any and all claims or causes of action based upon or relating to any unexpired and executory contract or unexpired lease that is not an Assigned Contract that will be assumed and assigned pursuant to this Order and the Asset Purchase Agreement; (7) any and all claims or causes of action based upon or relating to any bulk sales, transfer taxes or similar law; (8) any and all claims or causes of action based upon or relating to any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtor Assets prior to the Closing, including, without limitation, any ad valorem taxes assessed by any applicable taxing authority; (9) Talc Personal Injury Claims (as defined in the Plan (as may be amended)) and Talc Personal Injury Demands (as defined in the Plan (as may be amended)); (10) any other Excluded Liabilities under the Asset Purchase Agreement; and (11) any and all other claims, causes of action, proceedings, warranties, guaranties, rights of recovery, setoff, recoupment, rights, remedies, obligations, liabilities, counterclaims, cross-claims, third party claims,

demands, restrictions, responsibilities, or contribution, reimbursement, subrogation, or indemnification claims or liabilities based on or relating to any act or omission of any kind or nature whatsoever asserted against any of the Debtors or any of their respective affiliates, directors, officers, agents, successors or assigns in connection with or relating to the Debtors, their operations, their business, their liabilities, the Debtors' marketing and bidding process with respect to the Assets, the Assigned Contracts, or the Transactions contemplated by the Asset Purchase Agreement (collectively, "**Claims**"); and

iii. without limiting any of the foregoing, any other interest that the Debtors may sell property free and clear of pursuant to section 363(f) of the Bankruptcy Code (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Case, and whether imposed by agreement, understanding, applicable Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability) (items (i), (ii) and (iii) above are collectively, "**Interests**").

Not a Successor; Not a Sub Rosa Plan

X. The Buyer and the Buyer Parties are not, and shall not be deemed to, as a result of any action taken in connection with the Transaction: (1) be a successor to or a mere continuation or substantial continuation (or other such similarly situated party) to the Debtors or their estates (other than with respect to the Assumed Liabilities as expressly stated in the Asset Purchase Agreement); or (2) have, *de facto* or otherwise, merged or consolidated with or into the Debtors. Neither the Buyer nor any Buyer Party shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, other than to the extent expressly provided in the Asset Purchase Agreement or in this Sale Order.

Y. The Sale does not constitute a *de facto* plan of reorganization or liquidation or an element of such a plan for the Debtors, as it does not and does not propose to: (i) impair or restructure existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting

rights with respect to any current or future plan proposed by the Debtors; (iii) circumvent chapter 11 plan safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (iv) classify claims or equity interests, compromise controversies, or extend debt maturities.

Assumption, Assignment and/or Transfer of the Assigned Contracts

Z. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the Buyer, in each case, in connection with the consummation of the Transaction and (ii) that the assumption and assignment of the Assigned Contracts to the Buyer is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Assigned Contracts being assigned to the Buyer are an integral part of the Purchased Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Assigned Contracts are reasonable and enhance the value of the Debtors' estates. Each and every provision of the documents governing the Purchased Assets or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any of the Purchased Assets, if any, have been or will be satisfied or are otherwise unenforceable under section 365 of the Bankruptcy Code. Any non-Debtor counterparty to an Assigned Contract that has not filed with this Court an objection to such assumption and assignment in accordance with the terms of the Bidding Procedures Order is deemed to have consented to such assumption and assignment.

AA. To the extent necessary or required by applicable law, the Debtors (or the Buyer on behalf of the Debtors) has or will have as of the Closing Date: (i) cured, or provided adequate assurance of cure, of any default existing prior to the Closing Date with respect to the Assigned Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) provided compensation, or adequate assurance of compensation, to any party for any actual

pecuniary loss to such party resulting from such default with respect to such Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The respective amounts set forth on Schedule 1 attached to each of the Cure Notices (or any Supplemental Cure Notice served in accordance with the Assumption and Assignment Procedures or any order of this Court) are the sole amounts necessary under sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code to cure any and all defaults under the Assigned Contracts under section 365(b) of the Bankruptcy Code and, upon payment of the Cure Costs the Debtors shall have no further liability under the Assigned Contracts whatsoever.

BB. The promise of the Buyer to perform the obligations first arising under the Assigned Contracts after their assumption and assignment to the Buyer constitutes adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Assigned Contracts. Any objections to the foregoing, the determination of any Cure Payments, or otherwise related to or in connection with the assumption, assignment, or transfer of any of the Assigned Contracts to the Buyer are hereby overruled on the merits or otherwise treated as set forth in paragraph 3 below. Those non-Debtor counterparties to Assigned Contracts who did not object to the assumption, assignment, or transfer of their applicable Assigned Contract, or to their applicable Cure Payment, are deemed to have consented thereto for all purposes of this Sale Order.

CC. The Buyer shall maintain certain rights to modify the list of the Assigned Contracts, after the date of this Sale Order in accordance with the terms of the Asset Purchase Agreement. Such modification rights include, but are not limited to, the right of the Buyer, subject to the terms of the Asset Purchase Agreement, to amend or revise the Assumed Contracts and

Leases Schedule in order to add or eliminate any assignable Non-Real Property Contract or Real Property Lease to or from such schedule. The Buyer would not have agreed to the Transaction without such modification rights. The notice and opportunity to object provided to counterparties to the Assigned Contracts and to other parties in interest, as set forth in the Assumption and Assignment Procedures, fairly and reasonably protects any rights that such counterparties and other parties in interest may have with respect to such Non-Real Property Contracts or Real Property Leases.

Compelling Circumstances for an Immediate Sale

DD. To maximize the value of the Purchased Assets and resources in these Chapter 11 Cases, it is essential that the Sale of the Purchased Assets be approved and consummated promptly. Accordingly, there is cause to waive the stay requirements contemplated by Bankruptcy Rules 6004 and 6006 with regards to the Transaction contemplated by this Sale Order, the Asset Purchase Agreement, and the Transaction Documents.

EE. The consummation of the Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105, 363, and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The Motion, and the relief requested therein, is granted and approved, and the Transaction contemplated thereby and by the Asset Purchase Agreement and the other Transaction Documents is approved, in each case as set forth in this Sale Order.

2. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order and the Stalking Horse Order are incorporated herein by reference.

3. All objections to the Motion or the relief requested therein, including the assumption and assignment of the Assigned Contracts and the Cure Payments related thereto, that have not been withdrawn, waived, resolved, adjourned, or otherwise settled as set forth herein, as announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby denied and overruled on the merits. Those parties who did not object to the Motion or the entry of this Sale Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including, without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

Approval of Asset Purchase Agreement; Binding Nature

4. The Asset Purchase Agreement and the other Transaction Documents, and all of the terms and conditions thereof, are hereby approved as set forth herein.

5. The consideration provided by the Buyer for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law, and the Transaction may not be avoided or rejected by any Person, or costs or damages imposed or awarded against the Buyer or any Buyer Party, under section 363(n) or any other provision of the Bankruptcy Code.

6. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to, and shall, take any and all actions necessary or appropriate to

(a) consummate the Transaction, including the Sale, pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement and the other Transaction Documents and otherwise comply with the terms of this Sale Order, and (b) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their obligations as contemplated by the Asset Purchase Agreement and the other Transaction Documents, in each case without further notice to or order of this Court. The Transaction authorized herein shall be of full force and effect, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement or any other Transaction Document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Sale Order; *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

7. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any Claim(s) (whether known or unknown) against the Debtors, all holders of Interests (whether known or unknown) against, in or on all or any portion of the Purchased Assets, all non-Debtor parties to the Assigned Contracts, the Buyer, the Buyer Parties, and all successors and assigns of the foregoing, including, without limitation, any trustee, if any, subsequently appointed in these Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of these Chapter 11 Cases, or other plan fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in the Debtors' bankruptcy cases, or any other Person.

Transfer of Assets Free and Clear of Interests; Injunction

8. Pursuant to sections 105(a), 363(b), 363(f), 365(a), 365(b), and 365(f) of the Bankruptcy Code, the Debtors are authorized and directed to transfer the Purchased Assets, including but not limited to the Assigned Contracts, to the Buyer on the Closing Date in accordance with the Asset Purchase Agreement and the other Transaction Documents. Upon the Debtors' receipt of the Purchase Price (including the Deposit) and as of the Closing Date, such transfer shall constitute a legal, valid, binding, and effective transfer of, and shall vest the Buyer with all right, title and interest to such Purchased Assets free and clear of any and all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities).

9. All such Interests (other than Permitted Liens and Assumed Liabilities) shall attach solely to the proceeds of the Sale with the same validity, priority, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto. This Sale Order shall be effective as a determination that, on and as of the Closing, all Interests of any kind or nature whatsoever (other than Permitted Liens and Assumed Liabilities) have been unconditionally released, discharged, and terminated in, on, or against the Purchased Assets (but not the proceeds thereof). The provisions of this Sale Order authorizing and approving the transfer of the Purchased Assets free and clear of Interests shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

10. Except as expressly permitted by the Asset Purchase Agreement or this Sale Order, all Persons holding Interests (other than the Permitted Liens and Assumed Liabilities) of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date are hereby

forever barred, estopped, and permanently enjoined from asserting their respective Interests against the Buyer or any Buyer Party, and each of its or their respective property and assets, including, without limitation, the Purchased Assets.

11. On and after the Closing Date, the Buyer shall be authorized to execute and file such documents, and to take all other actions as may be necessary, on behalf of each holder of an Interest (other than Permitted Liens and Assumed Liabilities) to release, discharge, and terminate such Interests in, on and against the Purchased Assets (but not the proceeds thereof) as provided for herein, as such Interests may have been recorded or may otherwise exist. On and after the Closing Date, and without limiting the foregoing, the Buyer shall be authorized to file termination statements, mortgage releases or lien terminations, or any other such comparable documents in any required jurisdiction to remove any mortgage, record, notice filing, or financing statement recorded to attach, perfect, or otherwise notice any Interest that is extinguished or otherwise released pursuant to this Sale Order. This Sale Order constitutes authorization under all applicable jurisdictions and versions of the Uniform Commercial Code and other applicable law for the Buyer to file UCC and other applicable termination statements with respect to all security interests in, liens on, or other Interests (other than Permitted Liens and Assumed Liabilities) in the Purchased Assets (but not the proceeds thereof).

12. On and after the Closing, the Persons holding an Interest (other than Permitted Liens or Assumed Liabilities) shall execute such documents and take all other actions as may be reasonably necessary to release their respective Interests in the Purchased Assets (but not the proceeds thereof), as such Interests may have been recorded or otherwise filed. The Buyer may, but shall not be required to, file a certified copy of this Sale Order in any filing or recording office in any federal, state, county, or other jurisdiction in which any of the Debtors are incorporated or

has real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder, and such filing or recording shall be accepted and shall be sufficient to release, discharge, and terminate any of the Interests as set forth in this Sale Order as of the Closing Date. All Persons that are in possession of any portion of the Purchased Assets on the Closing Date shall promptly surrender possession thereof to the Buyer at the Closing.

13. The transfer of the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement and Transaction Documents does not require any consents other than specifically provided for in the Asset Purchase Agreement or as provided for herein.

14. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer to the Buyer of the Purchased Assets and the Debtors' interests in the Purchased Assets acquired by the Buyer under the Asset Purchase Agreement. This Sale Order is and shall be effective as a determination that, on the Closing Date, all Interests of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date (other than Permitted Liens and Assumed Liabilities), shall have been unconditionally released, discharged, and terminated to the fullest extent permitted by applicable law, and that the conveyances described herein have been effected. This Sale Order is and shall be binding upon and govern the acts of all entities (including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials) who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease. Each of the foregoing entities shall accept for filing any and all of the documents and instruments

necessary and appropriate to release, discharge, and terminate any of the Interests or to otherwise consummate the Transaction contemplated by this Sale Order, the Asset Purchase Agreement, or any Transaction Document.

Assigned Contracts; Cure Payments

15. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing Date, the Debtors' assumption, assignment and transfer to the Buyer of the Assigned Contracts is hereby authorized and approved in full subject to the terms set forth below.

16. Upon and as of the Closing, the Debtors are authorized and empowered to, and shall, assume, assign, and/or transfer each of the Assigned Contracts to the Buyer free and clear of all Interests (other than Permitted Liens and Assumed Liabilities); *provided, however*, to the extent that the Buyer exercises its right under the Asset Purchase Agreement to eliminate any Assigned Contract from the Assumed Contracts and Leases Schedule prior to the Closing Date, such contract shall not be assumed or assigned by the Debtors, unless otherwise assumed in accordance with the Plan. The payment of the applicable Cure Payments (if any), or the reservation by the Debtors (or the Buyer on behalf of the Debtors) of an amount of cash that is equal to the lesser of (i) the amount of any cure or other compensation asserted by the applicable counterparty to such Assigned Contract as required under section 365 of the Bankruptcy Code or (ii) the amount approved by order of this Court to reserve for such payment (such lesser amount, the "**Alleged Cure Claim**") shall, pursuant to section 365 of the Bankruptcy Code and other applicable law, (a) effect a cure, or provide adequate assurance of cure, of all defaults existing thereunder as of the Closing Date and (b) compensate, or provide adequate assurance of compensation, for any actual pecuniary loss to such non-Debtor party resulting from such default. Accordingly, on and as of the Closing Date,

other than such payment or reservation, neither the Debtors nor the Buyer shall have any further liabilities or obligations to the non-Debtor parties to the Assigned Contracts with respect to, and the non-Debtor parties to the Assigned Contracts shall be forever barred, estopped and permanently enjoined from seeking, any additional amounts or Claims that arose, accrued, or were incurred at any time on or prior to the Closing Date on account of the Debtors' cure or compensation obligations arising under section 365 of the Bankruptcy Code. The Buyer has provided adequate assurance of future performance under the relevant Assigned Contracts within the meaning of section 365(f) of the Bankruptcy Code.

17. The rights of the Buyer to modify the list of the Assigned Contracts after the date of this Sale Order subject to the terms of the Asset Purchase Agreement and any applicable deadline under the Bankruptcy Code (including confirmation of the Plan) are hereby approved. Moreover, with respect to any Non-Real Property Contracts or Real Property Leases that are not assumed and assigned to the Buyer on [●] and provided such Non-Real Property Contract or Real Property Lease has not been rejected by the Debtors after [●] pursuant to section 365 of the Bankruptcy Code, upon written notice from the Buyer to the Debtors at any time after [●], the Debtors are hereby authorized to take all actions reasonably necessary to assume and assign to the Buyer, pursuant to section 365 of the Bankruptcy Code, any such Non-Real Property Contract and/or Real Property Lease as set forth in such notice with the proposed Cure Payment applicable thereto, which shall be determined by this Court after notice and a hearing in the event of a dispute, satisfied in accordance with the Asset Purchase Agreement. Notwithstanding anything in this Sale Order to the contrary, on the date any such Non-Real Property Contract or Real Property Lease is assumed and assigned to the Buyer, such Non-Real Property Contract or Real Property Lease shall

thereafter be deemed an Assigned Contract and a Purchased Asset for all purposes under this Sale Order, the Asset Purchase Agreement, and any other Transaction Documents.

18. To the extent any provision in any Assigned Contract assumed or assumed and assigned (as applicable) pursuant to this Sale Order (including, without limitation, any "change of control" provision) (a) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption or assignment or (b) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (i) the commencement of these Chapter 11 Cases, (ii) the insolvency or financial condition of the Debtors at any time before the closing of these Chapter 11 Cases, (iii) the Debtors' assumption or assumption and assignment (as applicable) of such Assigned Contract, or (iv) the consummation of the Transaction, then such provision shall be deemed modified so as to not entitle the non-Debtor party thereto to prohibit, restrict, or condition such assumption or assignment, to modify or terminate such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including, without limitation, any such provision that purports to allow the non-Debtor party thereto to recapture such Assigned Contracts, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

19. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assigned Contracts have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors

in and under the Assigned Contracts free and clear of any Interest (other than Permitted Liens and Assumed Liabilities), and each Assigned Contract shall be fully enforceable by the Buyer in accordance with its respective terms and conditions, except as limited or modified by the provisions of this Sale Order. Upon and as of the Closing, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and, accordingly, the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts. The Buyer shall have no liability arising or accruing under the Assigned Contracts on or prior to the Closing Date, except as otherwise expressly provided in the Asset Purchase Agreement or this Sale Order.

20. To the extent a non-Debtor party to an Assigned Contract failed to timely object to a Cure Payment in accordance with the Bidding Procedures Order, such Cure Payment shall be deemed to be finally determined and any such non-Debtor party shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Payment at any time, and such Cure Payment, when paid, shall be deemed to resolve any defaults or other breaches with respect to any Assigned Contract to which it relates. Unless as otherwise set forth in this Sale Order or the Asset Purchase Agreement, the non-Debtor parties to the Assigned Contracts are barred from asserting against the Debtors, their estates, the Buyer and the Buyer Parties, any default or unpaid obligation allegedly arising or occurring before the Closing Date, any pecuniary loss resulting from such default, or any other obligation under the Assigned Contracts arising or incurred prior to the Closing Date, other than the applicable Cure Payments. Upon the payment of the applicable Cure Payments or the reservation of the Alleged Cure Claims, if any, the Assigned Contracts will remain in full force and effect, and no default shall exist, or be deemed to exist, under the Assigned Contracts as of the Closing Date nor shall there exist, or be deemed to exist,

any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

21. All counterparties to the Assigned Contracts shall be deemed to have consented to such assumption and assignment under section 365(c)(1)(B) of the Bankruptcy Code and the Buyer shall enjoy all of the Debtors' rights, benefits, and privileges under each such Assigned Contract as of the applicable date of assumption and assignment without the necessity to obtain any non-Debtor parties' written consent to the assumption or assignment thereof.

22. Upon payment of the Cure Payments, no default or other obligations arising prior to the Closing Date shall exist under any Assigned Contract, and each non-Debtor party is forever barred and estopped from (a) declaring a default by the Debtors or the Buyer under such Assigned Contract, (b) raising or asserting against the Debtors or the Buyer (or any Buyer Party), or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts or arising by reason of the closing of the Sale, or (c) taking any other action against the Buyer or any Buyer Party as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assigned Contract, in each case, in connection with the Sale.

23. Nothing in this Sale Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtors that any Assigned Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code. Specifically, and notwithstanding anything to the contrary, nothing in this Order, the Motion, or the Cure Notices shall be construed as a determination that any of the unpatented mining claims with the Bureau of Land Management included in the Supplemental Cure Notice, are (or are related to) executory

contracts or leases governed by section 365 of the Bankruptcy Code. The parties reserve all rights with respect thereto.

24. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions or of their respective rights to enforce every term and condition of the Assigned Contracts.

Additional Injunction; No Successor Liability

25. Effective upon the Closing Date and except as expressly set forth in the Asset Purchase Agreement with respect to Permitted Liens and Assumed Liabilities, all Persons are forever barred, estopped, and permanently enjoined from asserting against the Buyer or any Buyer Party any Interest of any kind or nature whatsoever such Person had, has, or may have against or in the Debtors, their estates, officers, directors, managers, shareholders, or the Purchased Assets, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) to collect or recover, (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order, (iii) creating, perfecting, or enforcing any Interest, (iv) asserting any right of subrogation, setoff or recoupment of any kind, (v) commencing or continuing any action in any manner or place, that does not comply with or is inconsistent with the provisions of this Sale Order, other orders of this Court, the Asset Purchase Agreement, the other Transaction Documents or any other agreements or actions contemplated or taken in respect thereof, including, without limitation and for the avoidance of doubt, any action related to Talc Personal Injury Claims (as defined in the Plan (as may be amended)) or Talc Personal Injury Demands (as defined in the Plan (as may be amended)), or (vi) revoking, terminating, failing, or refusing to transfer or renew any license, permit, or

authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets in connection with the Sale, in each case, as against the Buyer or any Buyer Party or any of its or their respective property or assets, including the Purchased Assets.

26. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Buyer as of the Closing Date.

27. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale. Each and every federal, state, and local governmental agency or department is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale set forth in the Asset Purchase Agreement.

28. Subject to the terms, conditions, and provisions of this Sale Order, all Persons are hereby forever prohibited and barred from taking any action that would adversely affect or interfere (a) with the ability of the Debtors to sell and transfer the Purchased Assets to Buyer in accordance with the terms of the Asset Purchase Agreement, any other Transaction Document and this Sale Order, and (b) with the ability of the Buyer to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Asset Purchase Agreement, any other Transaction Document and this Sale Order.

29. Notwithstanding any action taken in connection with the Transaction contemplated by the Asset Purchase Agreement or the Transaction Documents, or the operation and use of the Purchased Assets acquired from the Debtors, it shall be deemed that the Buyer (i) is not the successor of the Debtors, (ii) has not, *de facto*, or otherwise, merged with or into the Debtors, (iii) is not a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors, (iv) is not a successor employer as defined in the Code or by the U.S. National Labor Relations Board or under other applicable Law, and (v) is not liable for any acts or omissions of the Debtors in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in the Asset Purchase Agreement. Except as otherwise provided in the Asset Purchase Agreement or this Sale Order, the Buyer shall not be liable for or any of the Debtors' predecessors or Affiliates, and the Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any Liabilities of the Debtors arising prior to the Closing Date.

30. Except as expressly set forth in the Asset Purchase Agreement with respect to Permitted Liens and Assumed Liabilities, the transfer of the Purchased Assets, including, without limitation, the assumption, assignment, and transfer of any Assigned Contract, to the Buyer shall not cause or result in, or be deemed to cause or result in, the Buyer or any Buyer Party having any liability, obligation, or responsibility for, or any Purchased Assets being subject to or being recourse for, any Interest whatsoever, whether arising under any doctrines of successor, transferee, or vicarious liability or any kind or character, including, but not limited to, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, tort, product liability, employment, *de facto* merger, substantial

continuity, or other law, rule, or regulation, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, breach of fiduciary duty, aiding or abetting breach of fiduciary duty, or otherwise, whether at law or in equity, directly or indirectly, and whether by payment or otherwise. No Buyer or Buyer Party shall be deemed to have expressly or implicitly assumed any of the Debtors' liabilities (other than a Permitted Lien or Assumed Liability expressly set forth in the Asset Purchase Agreement).

31. Except as otherwise provided herein or in the Asset Purchase Agreement, the transfer of the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement shall not result in the Buyer, the Buyer Parties or the Purchased Assets having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any claim against the Debtors or against any insider of the Debtors or Interests (other than Permitted Liens and Assumed Liabilities).

Good Faith

32. The Transaction contemplated by this Sale Order, the Asset Purchase Agreement, and Transaction Documents is undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale and the Transaction shall not alter, affect, limit, or otherwise impair the validity of the Sale or Transaction (including the assumption, assignment, and/or transfer of the Assigned Contracts), unless such authorization and consummation are duly stayed pending such appeal. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled

to, and is hereby granted, the full rights, benefits, privileges, and protections of section 363(m) of the Bankruptcy Code.

[Obligations of the Backup Bidder

33. The Backup Bid is hereby approved and is deemed open and irrevocable until the earlier of (i) the date that is 30 calendar days following entry of this Sale Order and (ii) the date of the Closing of the Transaction. If the Buyer fails to consummate the Sale because of its failure to perform, the Debtors shall be authorized to consummate the Transaction with the Backup Bidder subject to the procedures set forth in the Bidding Procedures Order.

34. In the event that the Debtors consummate the Transaction with the Backup Bidder as set forth herein, the Backup Bidder shall have the same protections as the Buyer as set forth in this Sale Order and shall acquire the Assets and assume liabilities in accordance with the Backup Bid and this Sale Order subject to the procedures set forth in the Bidding Procedures Order.]

Other Provisions

35. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry. The stays provided in Bankruptcy Rules 6004(h) and 6006(d) are hereby expressly waived and shall not apply. Accordingly, the Debtors are authorized and empowered to close the Sale and Transaction immediately upon entry of this Sale Order.

36. The Buyer shall not be required, pursuant to section 365(l) of the Bankruptcy Code or otherwise, to provide any additional deposit or security with respect to any of the Assigned Contracts to the extent not previously provided by the Debtors.

37. Neither the Buyer nor the Debtors shall have an obligation to close the Transaction until all conditions precedent in the Asset Purchase Agreement to each of their respective

obligations to close the Transaction have been met, satisfied, or waived in accordance with the terms of the Asset Purchase Agreement.

38. Nothing in this Sale Order shall modify or waive any closing conditions or termination rights set forth in the Asset Purchase Agreement, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

39. Nothing in this Sale Order or the Asset Purchase Agreement (i) releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any Person would be subject to as the post-Closing owner or operator of the Purchased Assets after the date of entry of this Sale Order, *provided, however*, that the foregoing shall not limit, diminish or otherwise alter the Debtors' or the Buyer's defenses, claims, causes of action, or other rights under applicable non-bankruptcy law with respect to any liability that may exist to a governmental unit at such owned or operated property or (ii) authorizes the transfer or assignment of any governmental license, permit, registration, authorization, or approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Other than with respect to matters for which this Court has exclusive jurisdiction under 28 U.S.C. § 1334, nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order subject to the Debtors' and the Buyer's rights to assert in that forum or before this Court that any such laws are not in fact police or regulatory laws or that the matter should be heard by this Court.

40. Westchester Fire Insurance Company and/or certain of its Affiliates (collectively, the "**Sureties**" and each, a "**Surety**") have issued commercial surety bonds on behalf of the Debtors (collectively, the "**Existing Surety Bonds**"), which relate to certain Purchased Assets,

permits and other obligations of the Debtors that will be transferred to the Buyer pursuant to the Asset Purchase Agreement. The Existing Surety Bonds were issued pursuant to certain existing indemnity agreements and/or related agreements between the Sureties, on the one hand, and one or more of the Debtors or their non-Debtor affiliates, on the other hand (collectively, the "**Existing Indemnity Agreements**"). Nothing in this Sale Order or the Asset Purchase Agreement shall be (i) construed to authorize or permit the assumption and assignment of any Existing Surety Bond or any Existing Indemnity Agreement, or to obligate any Surety to replace any Existing Surety Bond in connection with the Transaction, (ii) deemed to provide a Surety's consent to the involuntary substitution of any principal under any Existing Surety Bond or Existing Indemnity Agreement, (iii) deemed to alter, limit, modify, release, waive or prejudice any rights, remedies and/or defenses of any Surety under any Existing Surety Bond, (iv) deemed to alter, limit, modify, prejudice, release or waive any rights of such Sureties under the Existing Indemnity Agreements, or (v) deemed to alter, limit, modify, prejudice, waive or release any rights of the Sureties in connection with the Chapter 11 Cases. Additionally, nothing in this Sale Order deems the Buyer to be a substitute principal under any Existing Surety Bond or an indemnitor under any Existing Indemnity Agreement.

41. The Buyer agrees that it shall comply with all applicable obligations imposed by governing law and continue to honor and pay in the ordinary course all obligations arising under the collective bargaining agreements with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO CLC ("**USW**") Local 7520-1 for Timmins and USW Local 7580-4 for Penhorwood/Foleyet, whether such obligations accrued or arose prior to the Closing Date, which shall include processing any pending grievances and arbitration cases and paying any arbitral awards entered in any

grievance filed prior to the Closing Date; *provided* that nothing in this paragraph modifies the Debtors' obligations under the Asset Purchase Agreement.

42. Pursuant to section 363(f) of the Bankruptcy Code, and to the greatest extent possible under the CCAA, the transfer of the Purchased Assets shall be free and clear of any security interests in the Purchased Assets, including any liens or claims arising out of the bulk transfer laws, or under similar provisions of Canadian provincial, retail or sales tax Laws.

43. The failure to specifically include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Asset Purchase Agreement be authorized and approved in its entirety.

44. The Asset Purchase Agreement and the other Transaction Documents may be modified, amended, or supplemented in a written instrument signed by the parties thereto, without further notice to or order of this Court; *provided* that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

45. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b), to, among other things, (i) interpret, implement, and enforce the terms and provisions of this Sale Order, the Asset Purchase Agreement, the Transaction Documents, and any amendments thereto and any waivers and consents given thereunder, (ii) compel delivery of the Purchased Assets to the Buyer, (iii) enforce the injunctions and limitations of liability set forth in this Sale Order, and (iv) enter any orders under sections 363 and 365 of the Bankruptcy Code with respect to the Assigned Contracts.

46. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

47. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any Person obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Transaction under the Asset Purchase Agreement at any time pursuant to the terms thereof.

48. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) these Chapter 11 Cases, (b) any subsequent chapter 7 case into which these Chapter 11 Cases may be converted, or (c) any related proceeding subsequent to entry of this Sale Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order. To the extent of any such conflict or derogation, the terms of this Sale Order shall govern.

49. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Sale Order shall govern.

50. To the extent there are any inconsistencies between the terms of this Sale Order, on the one hand, and the Asset Purchase Agreement or any Transaction Document, on the other hand, the terms of this Sale Order shall govern.

51. The provisions of this Sale Order are non-severable and mutually dependent.

Execution Version

AMENDMENT TO ASSET PURCHASE AGREEMENT

AMENDMENT, effective as of October 27, 2020 (this "Amendment"), to the Asset Purchase Agreement, dated as of October 13, 2020, (the "Purchase Agreement"), among Imerys Talc America, Inc., a Delaware corporation, Imerys Talc Vermont, Inc., a Vermont corporation, and Imerys Talc Canada Inc., a Canada corporation (each, a "Selling Entity" and collectively, the "Selling Entities"), solely for the limited purposes set forth in Sections 7.9(b), 7.9(f) and 7.9(g) thereof, Imerys USA Inc., a Delaware corporation, solely for the purposes of Sections 4.2(d), 4.2(e), 4.2(f), 7.15 and 7.20 thereof, Imerys S.A., a French corporation, and Magris Resources Canada Inc., a Canada corporation (the "Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, the parties hereto desire to amend the Purchase Agreement in accordance with its terms.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Assumed Liabilities. Section 2.3(b) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "(b) all Liabilities of the Selling Entities (i) under unfulfilled purchase orders with customers and suppliers, (ii) that are trade and non-trade payables (but excluding any payable subject to 11 U.S.C. §§ 327 or 330), (iii) in respect of accrued royalties, and (iv) arising from rebates, returns, recalls, chargebacks, coupons, discounts, failure to supply claims and similar obligations, but in each case, to the extent (A) incurred after September 1, 2020 in the Ordinary Course of Business and otherwise in compliance with the terms and conditions of this Agreement, (B) whose status as an account payable as of Closing is consistent with the past practice of the Selling Entities and whose payment was not delayed in anticipation of Closing, and (C) not arising under or otherwise relating to any Excluded Asset;"

2. Disclosure Schedules. The Selling Entities have delivered revised Disclosure Schedules, a copy of which is attached hereto as Annex A, to the Buyer on the date hereof, which shall be deemed to be the Disclosure Schedules for all purposes of the Purchase Agreement.

3. Free and Clear. Nothing in this Amendment waives or otherwise impairs the Buyer's rights to receive the Purchased Assets free and clear of all Interests (other than Permitted Liens and Assumed Liabilities) as provided in the Sale Order.

4. Entire Agreement. This Amendment and the Purchase Agreement constitute the entire agreement of the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto and thereto with respect to the subject matter hereof and thereof. On and after the date hereof, each reference in the Purchase Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import referring to the Purchase Agreement, and each reference in any other document relating to the "Asset Purchase Agreement," "Purchase

Agreement," "Agreement," "thereunder," "thereof" or words of like import referring to the Purchase Agreement, means and references the Purchase Agreement as amended hereby.

5. No Other Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Purchase Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

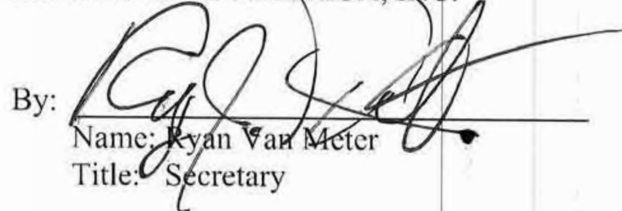
6. Miscellaneous. The provision of Article X of the Purchase Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Amendment and the parties hereto *mutatis mutandis*.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

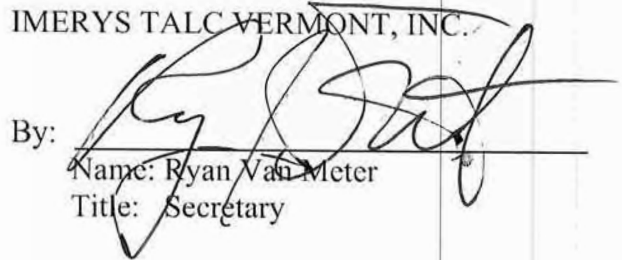
SELLING ENTITIES:

IMERYS TALC AMERICA, INC.



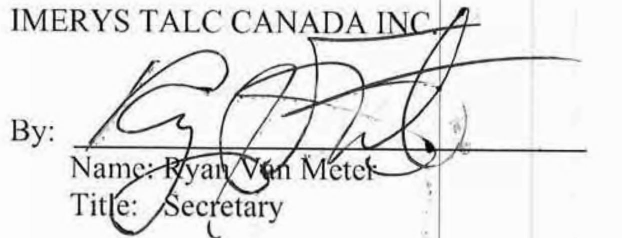
By: ______________________________
Name: Ryan Van Meter
Title: Secretary

IMERYS TALC VERMONT, INC.



By: ______________________________
Name: Ryan Van Meter
Title: Secretary

IMERYS TALC CANADA INC.



By: ______________________________
Name: Ryan Van Meter
Title: Secretary

BUYER:

MAGRIS RESOURCES CANADA INC.

By: ______________________________
Name: Matthew Fenton
Title: President and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

SELLING ENTITIES:

IMERYS TALC AMERICA, INC.

By: ________________________________
Name: Ryan Van Meter
Title: Secretary

IMERYS TALC VERMONT, INC.

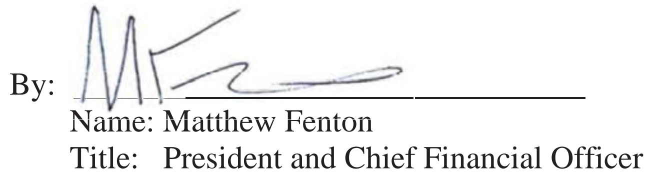
By: ________________________________
Name: Ryan Van Meter
Title: Secretary

IMERYS TALC CANADA INC.

By: ________________________________
Name: Ryan Van Meter
Title: Secretary

BUYER:

MAGRIS RESOURCES CANADA INC.



By: ________________________________
Name: Matthew Fenton
Title: President and Chief Financial Officer

TAB C

DocuSign Envelope ID: 60E4598F-6C4E-45E3-B537-11171E50A834

This is
EXHIBIT "C"
to the Affidavit of
ANTHONY WILSON
Sworn November 20, 2020

DocuSigned by:
Nicholas Avis
2C12EEAB5242430

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

November 4, 2020

Imerys Talc Canada Inc.
100 Mansell Court East, Suite 300, Roswell,
Georgia 30076.
Attention: Mr. Ryan Van Meter

Dear Mr. Van Meter

Mining Lease and Sublease dated March 29, 2011 between Luzenac Inc. and Alcan Cable (Canada) Inc. (the "Lease")

Further to our recent correspondence and conversations with representatives from PJT Partners LP, investment banker to Imerys Talc Canada, Inc. ("**Imerys**"), GFG Resources Inc. ("**GFG**") (i) is pleased to provide an offer, on the terms set out in this letter agreement to waive its right of first refusal as set forth in Section 11.2 of the Lease (the "**ROFR**") as the ROFR may apply to the sale by Imerys of the Original Claim Group and the Original Claim Group Lands (as those terms are defined in the Lease) to the successful bidder and acquiror (the "**Purchaser**") of the Original Claim Group and the Original Claim Group Lands pursuant to the US Chapter 11 Case No. 19-10289-LSS in the US Bankruptcy Court for the District of Delaware, and the Canadian CCAA Proceedings Court File No. CV-19-614614-00CL in the Ontario Superior Court of Justice (Commercial List) and any related proceedings, such proceedings being in respect of Imerys Talc America, Inc., Imerys Talc Vermont, Inc. and Imerys (any such proceedings being referred to collectively or individually, as the "**Proceedings**") on the following terms and conditions and (ii) together with Imerys, has executed the amendment of the ROFR to change it into a right of first offer on the terms set forth in the First Amendment to the Mining Lease and Sublease attached as Schedule A to this letter agreement (the "**First Amendment**"):

1. The terms of this letter agreement are subject to the approval of the US Bankruptcy Court for the District of Delaware and the Ontario Superior Court of Justice (Commercial List) in the Proceedings (the "**Court Approvals**"), which requirement may be waived by Imerys in its sole discretion if it determines that approval by one or both such courts is not required.

2. Effective upon receipt by GFG of the payment payable pursuant to Section 8, GFG waives any rights it has in respect of the ROFR, but solely as the ROFR may apply in respect of the purchase and sale of the Original Claim Group and the Original Claim Group Lands by Imerys to the Purchaser pursuant to the Proceedings (the "**Insolvency Purchase and Sale**").

3. The waiver set forth in Section 2 is a "one-time" only waiver of the ROFR that applies only to the Insolvency Purchase and Sale.

4. The rights and obligations of each party under the Lease, including without limitation, Section 11.2, shall continue to apply and remain in full force and effect in respect of (i) any other sale, transfer, conveyance, or other assignment of any part of the Original Claim Group or the Original Claims Group Lands or any other offer for sale, transfer, conveyance, or other assignment of any part of the Original Claim Group or the Original Claims Group

RD

Lands by Imerys (or any successor to Imerys) and outside of the Proceedings, and (ii) any sale, transfer, conveyance, or other assignment of any part of the Lease or any other offer for sale, transfer, conveyance, or other assignment of any part of the Lease by GFG (or any successor to GFG), the whole in each case in accordance with the terms and conditions of the Lease, subject in all respects to the First Amendment.

5. Each party shall comply with the terms and conditions of the Lease in its entirety, including without limitation, Section 11.1. In the event that the Purchaser pursuant to the Insolvency Purchase and Sale is Imerys or Magris Resources ("**Magris**"), including any subsidiary or affiliate of either Imerys or Magris, the Lease shall continue to remain in full force and effect with the Premises (as that term is defined in the Lease) remaining unaltered by the Proceedings and/or the completion of the Insolvency Purchase and Sale and the Purchaser shall deliver to GFG at the time of completion of the Insolvency Purchase and Sale a written acknowledgment and agreement from the Purchaser of the foregoing, in form and substance to GFG's satisfaction, prior to the closing of the Insolvency Purchase and Sale. In the event that the Purchaser pursuant to the Insolvency Purchase and Sale is other than Imerys or Magris then Imerys will make commercially reasonable best efforts to both: (i) have the lease continue to remain in full force and effect with the Premises (as that term is defined in the Lease) remaining unaltered by the Proceedings and/or the completion of the Insolvency Purchase and Sale; and (ii) have the Purchaser deliver to GFG at the time of completion of the Insolvency Purchase and Sale a written acknowledgment and agreement from the Purchaser of the foregoing, in form and substance to GFG's satisfaction, prior to the closing of the Insolvency Purchase and Sale.

6. [RESERVED]

7. GFG agrees that it shall not object to, or take any direct or indirect action in the Proceedings to interfere with, the Insolvency Purchase and Sale based on the existence of the ROFR, including the approval of the Insolvency Purchase and Sale by the relevant courts or any related proceeding, provided that Imerys complies with the terms of this letter agreement.

8. Subject to GFG's compliance with the terms of this letter agreement, including Section 7 above, and irrespective of who the Purchaser is upon completion of the Insolvency Purchase and Sale, Imerys agrees to pay to GFG US$250,000 ("**Waiver Payment**") on or before the earlier of: (a) the Debtors' emergence from the Proceedings, (b) the date on which the Insolvency Purchase and Sale closes, and (c) December 31, 2021.

9. So far as commercially reasonable in the circumstances, the existence and terms of this letter agreement are to be kept confidential by Imerys and, except if disclosure is required to be made by applicable law, regulation or court order, and such disclosure is made after prior consultation with GFG (if such consultation is permitted by applicable law) and Imerys (including its affiliates, officers, directors, employees and representatives) shall not disclose any of such information to any person or entity (other than its affiliates, officers, directors, employees and representatives who have a need to know such information) without the prior written consent of GFG. Notwithstanding these confidentiality

obligations, (i) the parties acknowledge and agree that Imerys may determine it is necessary and/or advisable to file the letter agreement publicly in the Proceedings in order to obtain the Court Approvals, in which such case the foregoing sentence shall no longer be of any force or effect, *provided* that Imerys shall provide GFG with reasonable advance notice and a copy of any pleadings filed in connection with the letter agreement and (ii) Imerys is at liberty to disclose the letter agreement to the United States Trustee in the Proceedings, the Information Officer, Court, the official committee of talc claimants and the future representative of talc claimants appointed in the Proceedings, and to prospective bidders.

10. The parties agree that execution of this letter agreement (and the exchange of drafts of this letter agreement) is not an admission of either party as to whether the ROFR applies to the Insolvency Purchase and Sale or whether the courts in the Proceeding have the inherent jurisdiction to approve the Insolvency Purchase and Sale without the application of the ROFR. The parties reserve all rights with respect thereto.

11. Neither Imerys nor Magris shall, absent the consent of GFG, seek any order, or take any action, or authorize, permit or do any thing, directly or indirectly, in the Proceedings to impugn, challenge, disclaim, repudiate, disavow, terminate, amend and/or prejudice the Lease or any of GFG's rights or interests thereunder including its rights and interest in and to the Original Claim Group and the Original Claim Group Lands, provided that nothing in the foregoing shall prohibit Imerys or Magris, as applicable, from exercising their rights under the Lease in accordance with its terms.

12. This letter agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

13. The provisions of this letter agreement are legally binding and will survive any termination hereof.

14. This letter agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party shall assign or transfer any of its rights or obligations under this letter agreement.

15. This letter agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of a copy by facsimile or other electronic means will be deemed to be delivery of an original.

If Imerys is willing to agree to the terms of this letter agreement, please execute and return a copy of this letter agreement acknowledging your agreement, on or before November 4, 2020, after which this letter agreement (if not so accepted) will be null and void.

Yours truly,

GFG RESOURCES INC.

By: ______________________
Name: Brian Skanderbeg
Title: President & CEO

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby acknowledged) and the covenants and agreements set forth above, the undersigned hereby accepts and agrees to the terms of this letter agreement as of November 4, 2020.

IMERYS TALC CANADA INC.

By: ______________________
Name: Ryan Van Meter
Title: Secretary

15. This letter agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of a copy by facsimile or other electronic means will be deemed to be delivery of an original.

If Imerys is willing to agree to the terms of this letter agreement, please execute and return a copy of this letter agreement acknowledging your agreement, on or before ______________, 2020, after which this letter agreement (if not so accepted) will be null and void.

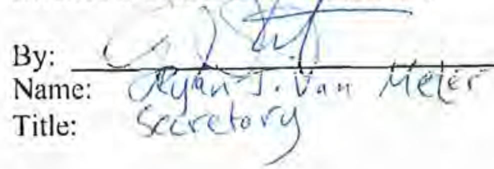
Yours truly,

GFG RESOURCES INC.

By: ________________________
Name:
Title:

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby acknowledged) and the covenants and agreements set forth above, the undersigned hereby accepts and agrees to the terms of this letter agreement as of November 4, 2020.

IMERYS TALC CANADA INC.



By:
Name: Ryan J. Van Meter
Title: Secretary

SCHEDULE "A"

FIRST AMENDMENT TO THE MINING LEASE AND SUBLEASE

FIRST AMENDMENT TO THE MINING LEASE AND SUBLEASE
(Penhorwood Mine, Ontario, Canada)

THIS FIRST AMENDMENT TO THE MINING LEASE AND SUBLEASE dated as of November 4, 2020 is by and between **IMERYS TALC CANADA INC.,** a corporation incorporated under the Laws of Canada and having its registered office at 1155 René Lévesque Blvd. West Suite 4100 Montreal QC H3B 3V2 Canada ("**Landlord**" or "**Imerys**") and **GFG RESOURCES INC.** a corporation incorporated under the Laws of British Columbia and having its registered office at Suite 1604 - 1166 Alberni Street Vancouver BC V6E 3Z3 Canada ("**Tenant**" and together with Landlord, the "**Parties**").

RECITALS

WHEREAS, Luzenac Inc., a predecessor in interest of the Landlord and Alcan Cable (Canada) Inc., a predecessor in interest of the Tenant entered into a Mining Lease and Sublease Agreement on the 29th day of March 2011 (the "**Mining Lease and Sublease**") whereby, among other things, Luzenac Inc. agreed to lease the Patent Lands to Alcan Cable (Canada) Inc. for Non-Talc Operations and sublease the Leasehold Lands to Alcan Cable (Canada) Inc. for Non-Talc Operations (as all such capitalized terms are defined therein);

AND WHEREAS, Tenant is a successor in interest to Alcan Cable (Canada) Inc.;

AND WHEREAS, Imerys filed voluntary petitions for relief commencing a case (the "**Chapter 11 Case**") under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware on February 13, 2019;

AND WHEREAS, on February 20, 2019, Imerys commenced a recognition proceeding before the Ontario Superior Court of Justice (Commercial List) pursuant to Part IV of the *Companies' Creditors Arrangement Act* (the "**Canadian Proceeding**");

AND WHEREAS, pursuant to the Chapter 11 Case and the Canadian Proceeding Imerys has sold substantially all of its assets, which assets include the Original Claim Group or the Claims Group Lands (as defined in the Mining Lease and Sublease) (the " **Sale**");

AND WHEREAS, as set forth in the Letter Agreement dated November 4, 2020 between the Tenant and Imerys Talc Canada Inc. (the "**Letter Agreement**"), the Tenant has agreed, subject to certain conditions, to waive certain rights set forth in the Mining Lease and Sublease (as amended by this First Amendment) in respect of the Sale;

AND WHEREAS, pursuant to the Letter Agreement, the Tenant agreed to enter with the Landlord this first amendment to Mining Lease and Sublease (the "**First Amendment**") in order to substitute the right of first refusal therein with a right of first offer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

ARTICLE 1
DEFINITIONS

1.1 In this First Amendment, the terms used herein, wherever they begin with a capital letter, will have the respective meanings assigned to them in the Mining Lease and Sublease unless otherwise defined herein or unless the context otherwise requires.

ARTICLE 2
REPLACEMENT OF SECTION 11.2

2.1 Section 11.2 of the Mining Lease and Sublease is hereby deleted and substituted with the following section 11.2:

11.2 Right of First Offer for Transfers

(a) In the event that either Party (the "**Assignor**") intends to sell, transfer, convey or otherwise assign (for greater certainty, specifically excluding a mortgage charge or other similar Encumbrance) any part of: (i) the Original Claim Group or the Claims Group Lands in the case of the Landlord, or (ii) this Lease in the case of the Tenant (such interest as applicable the "**Sale Interest**") to an arm's length third party who is not an Affiliate of the Assignor, even if such third party has not been identified at such time (a "**Third Party**"), then the Assignor shall deliver a Notice of such intention to the other Party describing in sufficient detail the Sale Interest that it intends to sell, transfer, convey or otherwise assign ("**Third Party Potential Sale Notice**").

(b) For a period of 30 days following receipt of the Third Party Potential Sale Notice, the other Party shall have the right, but not the obligation, to deliver to the Assignor an offer to acquire the Sale Interest from the Assignor (the "**Purchase Offer**"). The Purchase Offer shall specify:

(i) the consideration for which the other Party offers to acquire the Sale Interest (the Sale Interest of a Party shall be deemed to include the OCG Data held by such Party) from the Assignor (the "**Purchase Price**"); and

(ii) any other material terms to acquire the Sale Interest,

(the "**Offered Sale Terms**").

(b) The Assignor shall within 30 days after delivery of the Offered Sale Terms, elect to accept or reject the Purchase Offer in its sole discretion by delivering written notice of such acceptance

("**Acceptance Notice**") or rejection ("**Rejection Notice**") to the other Party.

(c) If the Assignor delivers an Acceptance Notice within the 30 day period specified in paragraph 11.2(b), then the Assignor shall transfer the Sale Interest to the other Party and the other Party shall accept a transfer of the Sale Interest in accordance with the terms and conditions of the Purchase Offer.

(d) If the Assignor delivers a Rejection Notice within the 30 day period specified in paragraph 11.2(b), then the Assignor shall have the right to sell, transfer, convey or otherwise assign the Sale Interest to any Third Party on terms which as a whole are more favourable to the Assignor than the Offered Sale Terms (including consideration equal to or greater than the Purchase Price) within a period of 6 months following the delivery of the Rejection Notice.

(e) Upon closing of any such sale, transfer, conveyance or other assignment of the Sale Interest to a Third Party, the Assignor must provide to the other Party a certificate of a senior officer of the Assignor certifying on behalf of the Assignor and not personally that:

(i) the Third Party and its principal, if applicable, is a person dealing at arm's length with the Assignor; and

(ii) the price and the terms of the sale, transfer, conveyance or other assignment of the Sale Interest are as a whole are more favourable to the Assignor than the Offered Sale Terms (including consideration equal to or greater than the Purchase Price);

(iii) no direct or indirect consideration (whether in the nature of a tangible or intangible asset, money, property, securities, waivers or other benefit) will be paid to the Third Party or received by the Third Party in connection with the sale, transfer, conveyance or other assignment of the Sale Interest (excluding any commercially reasonable consideration paid in a transitional service agreement for a limited duration of no more than 12 months).

(f) If the Assignor does not deliver a Rejection Notice within the 30 day period specified in paragraph 11.2(b), or if the Assignor does deliver a Rejection Notice within the 30 day period specified in paragraph 11.2(b) and the sale, transfer, conveyance or other assignment of the Sale Interest to a Third Party is not completed by the Assignor within such 6 month period in accordance with Section 11.2(d), then in either case, the Assignor shall not proceed with any sale, transfer, conveyance or other assignment of the Sale Interest to any Third

Party without again complying with all relevant terms and provisions of this Section 11.2.

(g) If the other Party fails to deliver a Purchase Offer within the period specified in paragraph 11.2(b), then the Assignor shall have the right to sell, transfer, convey or otherwise assign the Sale Interest to any Third Party on any terms acceptable to the Assignor within a period of 6 months following the last date on which the other Party could have delivered a Purchase Offer.

(h) For greater certainty, and notwithstanding any other provision of this Lease, this Section 11.2 shall not apply to any transaction involving a merger, amalgamation, share exchange, business combination, take-over bid or recapitalization involving the Assignor or the sale or cancellation of any class of its shares or other securities that does not otherwise involve a direct sale, transfer, conveyance or other assignment of a Sale Interest.

2.2 All references in the Mining Lease and Sublease to "Completed Right of First Refusal" are changed to ""Completed Right of First Offer".

2.3 Notwithstanding anything to the contrary herein, the effectiveness of this First Amendment, including the parties' obligations hereunder, is contingent upon payment in accordance with Section 8 of the Letter Agreement of the "Waiver Payment" as described and defined in the Letter Agreement.

ARTICLE 3
INTERPRETATION

3.1 The preamble of this First Amendment shall form an integral part of this Agreement.

3.2 The expressions "hereto" or "hereunder" or "hereof" or "herein" or "this First Amendment" refer to this First Amendment.

3.3 This First Amendment, together with the Letter Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersede all promises, agreements, conditions or understandings, whether oral or written, between the Parties with respect to the subject matter hereof.

3.4 Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to the Mining Lease and Sublease as amended hereunder shall be binding upon the Parties unless expressly provided in an instrument duly executed by the Parties.

3.5 This First Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes constitute one agreement binding on each of the Parties, notwithstanding that each of the Parties is not a signatory to the same counterpart, provided that each such Party has signed at least one counterpart.

3.6 This First Amendment is binding upon and shall enure to the benefit of each of the Parties, its respective successors and assigns.

3.7 For the purpose of all legal proceedings, this First Amendment will be deemed to have been performed in the Province of Ontario and the Courts of the Province of Ontario will have jurisdiction to entertain any action arising under this First Amendment. The Parties each attorn to the jurisdiction of the courts of the Province of Ontario.

3.8 This First Amendment shall become effective from the date set forth above.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives with effect as of the date set forth above.

[Signatures follow]

IMERYS TALC CANADA INC.

Per: ______________________________

Name: Ryan Van Meter
Title: Secretary

GFG RESOURCES INC.

Per: ______________________________

Name: Brian Skanderbeg
Title: President & CEO

112312895 v3

IMERYS TALC CANADA INC

Per: ______________________

Name: Ryan J. Van Meter
Title: Secretary

GFG RESOURCES INC.

Per: ______________________

Name:

Title:

TAB D

This is
EXHIBIT "D"
to the Affidavit of
ANTHONY WILSON
Sworn November 20, 2020

DocuSigned by:
Nicholas Avis
2C12EEAB5242430...

Nicholas Avis
Commissioner for Taking Affidavits
LSO #76781Q

SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

DATED AS OF [●], 2020

AMONG

IMERYS TALC AMERICA, INC.,

IMERYS TALC CANADA INC.

AND

IMERYS S.A.

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SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This **SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT** (as amended, supplemented, restated, amended and restated or otherwise modified from time to time, this "**Agreement**") is dated as of [●], 2020 by and among **IMERYS TALC AMERICA, INC**., a Delaware corporation and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code ("**Company**"), and **IMERYS TALC CANADA INC.**, a Canadian corporation and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code ("**Imerys Canada**" and, together with Company, collectively, the "**Borrowers**"), as borrowers, and **IMERYS S.A.**, a French limited liability company *(Société Anonyme)* and indirect parent company of each of Company and Imerys Canada ("**Imerys Parent**"), as lender (in such capacity, together with its successors and permitted assigns pursuant to subsection 9.1, "**Lender**").

R E C I T A L S

WHEREAS, on February 13, 2019 (the "**Petition Date**") Company, Imerys Canada and Imerys Vermont each filed a voluntary petition with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), commencing cases for relief under chapter 11 of the Bankruptcy Code (as defined below), which are jointly administered under Case No. 19-10289 (LSS) (collectively, the "**Chapter 11 Case**");

WHEREAS, from and after the Petition Date, the Loan Parties (as defined below) have continued and will continue to operate their respective businesses and to manage their respective properties as debtors-in-possession pursuant to Sections 1107(a) and 1109 of the Bankruptcy Code;

WHEREAS, in connection with the Chapter 11 Case, Company has requested, and Lender has agreed to make available to Company, a senior secured superpriority debtor-in-possession delayed draw term loan facility (the "**Company Facility**") in an aggregate principal amount not to exceed the difference of (i) $30,000,000 minus (ii) the principal amount of the Imerys Canada Facility borrowed by Imerys Canada hereunder, the proceeds of which will be used in accordance with subsection 2.5;

WHEREAS, in connection with the Chapter 11 Case, Imerys Canada has requested, and Lender has agreed to make available to Imerys Canada, a senior secured superpriority debtor-in-possession delayed draw term loan facility (the "**Imerys Canada Facility**") in an aggregate principal amount not to exceed the difference of (i) $30,000,000 minus (ii) the principal amount of the Company Facility borrowed by Company hereunder, the proceeds of which will be used in accordance with subsection 2.5;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

Section 1. DEFINITIONS

1.1 Certain Defined Terms.

The following terms used in this Agreement shall have the following meanings:

"**Adjusted LIBOR**" means, for each Interest Period in respect of any LIBOR Loan, an interest rate per annum (rounded upward, if necessary, to the nearest 1/16 of 1%) equal to the greater of (x) 0.00% and (y) the interest rate per annum determined pursuant to the following formula:

$$\text{Adjusted LIBOR} = \frac{\text{LIBOR}}{1.00 - \text{Eurodollar Reserve Percentage}}$$

Adjusted LIBOR shall be adjusted automatically as of the effective date of any change in the Eurodollar Reserve Percentage.

"**Administrative Borrower**" has the meaning assigned to that term in subsection 2.3E.

"**Affected Lender**" has the meaning assigned to that term in subsection 2.6C.

"**Affected Loans**" has the meaning assigned to that term in subsection 2.6C.

"**Affiliate**", as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise.

"**Agreement**" has the meaning assigned to that term in the preamble hereto.

"**AML Laws**" means all laws, rules, and regulations of any jurisdiction applicable to Lender, Company, Imerys Canada or any of the Subsidiaries from time to time concerning or relating to anti-money laundering.

"**Anti-Corruption Laws**" means all laws, rules, and regulations of the United States, the European Union, the United Kingdom, the United Nations, or any jurisdiction applicable to Company, Imerys Canada or any of the Subsidiaries from time to time concerning or relating to anti-bribery or anti-corruption.

"**Applicable Law**" means any and all laws, regulations, ordinances or other legally binding rules, judgments, orders, decrees, permits, concessions, grants, franchises or governmental restrictions issued or promulgated by a Government Authority and applicable to the matter in question.

"**Asset Sale**" means the sale by any Loan Party or any of the Subsidiaries to any Person other than a Loan Party of (i) any of the stock of any of the Subsidiaries or any Loan Party, (ii) substantially all of the assets of any division or line of business of any Loan Party or any of the Subsidiaries, or (iii) any other assets (whether tangible or intangible) of any Loan Party or any of the Subsidiaries other than: (a) inventory sold in the ordinary course of business, (b) fixtures and equipment that are obsolete or beyond their useful life, (c) Cash Equivalents, (d) sales, assignments, transfers or dispositions of accounts in the ordinary course of business for purposes of collection and (e) any such other assets, provided that the aggregate value of such assets sold pursuant to this clause (e) in any single transaction or related series of transactions is less than or equal to $100,000.

"**Assignment Agreement**" means an Assignment Agreement in substantially the form of Exhibit IV annexed hereto.

"**Bankruptcy Code**" means Title 11 of the United States Code or any successor statute.

"**Bankruptcy Court**" has the meaning assigned to it in the recitals to this Agreement.

"**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.

"**Base Rate**" means, for any day, a rate per annum (rounded upwards to the nearest 1/100 of 1%) equal to the greatest of (i) the Prime Rate in effect on such day, (ii) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1.00%, (iii) Adjusted LIBOR for an Interest Period of one month at approximately 11:00 a.m. London time on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00% and (iv) 1.00%. If, for any reason, Lender shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate, including the inability or failure of Lender to obtain sufficient quotations in accordance with the terms hereof, the Base Rate shall be determined without regards to clause (ii) of the first sentence of this definition until the circumstances giving rise to such inability no longer exist. If the Base Rate is being used as an alternate rate of interest pursuant to subsection 2.6, then the Base Rate shall be the greatest of clauses (i), (ii) and (iv) above and shall be determined without reference to clause (iii) above. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Adjusted LIBOR shall be effective on the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Adjusted LIBOR, respectively.

"**Base Rate Loans**" means Loans bearing interest at rates determined by reference to the Base Rate as provided in subsection 2.2A.

"**Borrowers**" has the meaning ascribed to such term in the preamble to this Agreement.

"**Budget**" means a statement of the Loan Parties' projected receipts and disbursements on a weekly basis for the period of thirteen weeks commencing with the Monday

following the Closing Date, including the anticipated uses of the Loans for each week during such period, substantially in the form of Exhibit VIII hereto, and otherwise in form and substance satisfactory to Lender Representative (at the direction of the Required Lenders) and the Non-Debtor Plan Proponents (such satisfaction of the Non-Debtor Plan Proponents not to be unreasonably withheld, conditioned or delayed). As used herein, "Budget" shall initially refer to Exhibit VIII (which, for the avoidance of doubt, shall be in form and substance satisfactory to Lender Representative (at the direction of the Required Lenders) and the Non-Debtor Plan Proponents (such satisfaction of the Non-Debtor Plan Proponents not to be unreasonably withheld, conditioned or delayed)) (the "**Initial Budget**") and, thereafter, the most recent Supplemental Approved Budget delivered by Company and approved by Lender Representative (at the direction of the Required Lenders) and the Non-Debtor Plan Proponents in accordance with subsection 6.1(xvii).

"**Business Day**" means (i) any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or France or is a day on which banking institutions located in such jurisdiction are authorized or required by law or other governmental action to close, and (ii) with respect to all notices, determinations, fundings and payments in connection with LIBOR or any LIBOR Loans, any day that is a Business Day described in clause (i) above that is also a day for trading by and between banks in Dollar deposits in the London interbank market.

"**Canadian Defined Benefit Plan**" means any "registered pension plan" that contains a "defined benefit provision", as such terms are defined in the *Income Tax Act* (Canada), maintained, sponsored or required to be contributed to by Imerys Canada.

"**Canadian Employee Plan**" means, other than benefit plans established pursuant to statute, (i) any Canadian Defined Benefit Plan and (ii) any employee benefit plan maintained by Imerys Canada, Company or any of the Subsidiaries that is subject to the laws of Canada or any province thereof.

"**Canadian Pension Wind Up Event**" means the wind up or termination of any Canadian Defined Benefit Plan by Imerys Canada, or the taking of any actions by Imerys Canada with respect to, or in contemplation or anticipation of, such wind up or termination.

"**Canadian Security Agreement**" means the Security Agreement, dated as of the Closing Date, substantially in the form of Exhibit IX.

"**Capital Lease**", as applied to any Person, means any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is accounted for as a capital lease on the balance sheet of that Person; provided that, notwithstanding the foregoing in no event will any lease in existence as of the date of any change in GAAP lease accounting that would have been categorized as an operating lease as determined in accordance with GAAP as of the date of such change be considered a Capital Lease.

"**Capital Stock**" means the capital stock of or other equity interests in a Person, excluding, for the avoidance of doubt, Indebtedness of such Person that is convertible or exchangeable into capital stock of such Person until such conversion or exchange actually occurs.

"**Case Professionals**" has the meaning assigned to it in the DIP Order.

"**Case Professional Carve Out Amount**" has the meaning assigned to it in the DIP Order.

"**Carve Out**" has the meaning assigned to it in the DIP Order.

"**Cash**" means money, currency or a credit balance in a Deposit Account.

"**Cash Equivalents**" means, as at any date of determination, (i) marketable securities (a) issued or directly and unconditionally guaranteed as to interest and principal by the United States Government or (b) issued by any agency of the United States the obligations of which are backed by the full faith and credit of the United States, in each case maturing within one year after such date; (ii) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, the highest rating obtainable from either S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc. ("**S&P**"), or Moody's Investors Service, Inc. ("**Moody's**"); (iii) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or at least P-1 from Moody's, or in the case of a Foreign Subsidiary, reasonably equivalent ratings of another internationally recognized credit rating agency; (iv) certificates of deposit or bankers' acceptances maturing within one year after such date and issued or accepted by any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia that (a) is at least "**adequately capitalized**" (as defined in the regulations of its primary Federal banking regulator) and (b) has Tier 1 capital (as defined in such regulations) of not less than $100,000,000; (v) shares of any money market mutual fund that (a) has at least 95% of its assets invested continuously in the types of investments referred to in clauses (i) and (ii) above, (b) has net assets of not less than $500,000,000, and (c) has the highest rating obtainable from either S&P or Moody's; and (vi) in the case of a Foreign Subsidiary, obligations issued by, or unconditionally guaranteed by, the national government of the country in which such Foreign Subsidiary is incorporated, or issued by any agency thereof, and backed by the full faith and credit or such national government maturing within 180 days from the date of acquisition thereof having, at the time of the acquisition thereof, the highest rating obtainable from either S&P or Moody's.

"**CFC**" means (i) any Subsidiary of Company that is a "controlled foreign corporation" for United States federal income tax purposes within the meaning of Section 957 of the Code and (ii) any Foreign Subsidiary of such controlled foreign corporation.

"**Change in Law**" means the occurrence, after the date of this Agreement, of any of the following: (i) the adoption or taking effect of any law, rule, regulation, treaty or order, (ii) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Government Authority, (iii) any determination of a court or other Government Authority or (iv) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Government Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in

connection therewith and (y) all requests rules, guidelines or directives promulgated by the Bank for International settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"**Chapter 11 Case**" has the meaning assigned to it in the recitals to this Agreement.

"**Chapter 11 Plan**" means the Third Amended Joint Chapter 11 Plan of Reorganization of Imerys Talc America, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code, filed with the Bankruptcy Court on October 16, 2020, together with all addenda, exhibits, schedules, or other attachments, if any, as the same may be amended, modified, or supplemented from time to time with the consent of each of the Plan Proponents, all of which documents must be in form and substance satisfactory to Lender Representative and the Required Lenders.

"**Closing Date**" means [●], 2020.

"**Collateral**" means, collectively, all of the real, personal and mixed property (including Capital Stock) in which Liens are purported to be granted pursuant to the Collateral Documents.

"**Collateral Documents**" means the Security Agreement, the Foreign Security Agreements, any Mortgages, and all other instruments or documents delivered by any Loan Party pursuant to this Agreement or any of the other Loan Documents in order to grant to Lender a Lien on any real, personal or mixed property of that Loan Party as security for the Obligations.

"**Commitment**" means the commitment of Lender to make Loans to Company and Imerys Canada pursuant to subsection 2.1A.

"**Commitment Amount**" means $30,000,000.

"**Commitment Termination Date**" means the earliest to occur of (a) June 30, 2021, (b) the date of dismissal of the Chapter 11 Case or a conversion of any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code and (c) the Effective Date (as defined in the Chapter 11 Plan).

"**Committee**" means any official committee of unsecured creditors appointed in the Chapter 11 Case.

"**Commodity Hedge Agreements**" means any commodity agreements or other similar agreements (including commodity futures or forward purchase contracts), or arrangements designed to protect against fluctuations in commodity prices, and not for speculative purposes, to which Imerys Canada, Company or any of the Subsidiaries is a party. For the avoidance of doubt, purchase orders entered into in the ordinary course of business are not Commodity Hedge Agreements.

"**Company**" has the meaning ascribed to such term in the preamble to this Agreement.

"**Connection Income Taxes**" means, with respect to Lender, Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes and which are imposed as a result of a present or former connection between such Lender and the jurisdiction imposing such Tax (other than connections arising from such Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"**Consolidated Capital Expenditures**" means, for any period, the sum of the aggregate of all expenditures (whether paid in cash or other consideration or accrued as a liability and including that portion of Capital Leases which is capitalized in such period on the consolidated balance sheet of Company, Imerys Canada and the Subsidiaries) by Company, Imerys Canada and the Subsidiaries, excluding, for purposes of subsection 7.8, any Excluded Capital Expenditures by Company, Imerys Canada and the Subsidiaries, during that period that, in conformity with GAAP, are included in "additions to property, plant or equipment" or comparable items reflected in the consolidated statement of cash flows of Company, Imerys Canada and the Subsidiaries. For purposes of this definition, the purchase price of fixed or capital assets that are (a) purchased simultaneously with the trade-in of fixed or capital assets or (b) purchased in accordance with subsection 6.4C within 120 days of receipt of Net Insurance/Condemnation Proceeds, shall be included in Consolidated Capital Expenditures only to the extent of the gross amount of such purchase price less the credit granted by the seller of such fixed or capital assets for the fixed or capital assets being traded in at such time or the amount of such Net Insurance/Condemnation Proceeds applied to the purchase of such fixed or capital assets, as the case may be.

"**Contingent Obligation**", as applied to any Person, means any direct or indirect liability, contingent or otherwise, of that Person (but without duplication) (i) with respect to any Indebtedness, lease, dividend or other obligation of another if the primary purpose or intent thereof by the Person incurring the Contingent Obligation is to provide assurance to the obligee of such obligation of another that such obligation of another will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such obligation will be protected (in whole or in part) against loss in respect thereof, (ii) with respect to any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings, or (iii) under Hedge Agreements. Contingent Obligations shall include (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of another, (b) the obligation to make take-or-pay or similar payments if required regardless of non-performance by any other party or parties to an agreement, and (c) any liability of such Person for the obligation of another through any agreement (contingent or otherwise) (1) to purchase, repurchase or otherwise acquire such obligation or any security therefor, or to provide funds for the payment or discharge of such obligation (whether in the form of loans, advances, stock purchases, capital contributions or otherwise) or (2) to maintain the solvency or any balance sheet item, level of income or financial condition of another if, in the case of any agreement described under subclauses (1) or (2) of this sentence, the primary purpose or

intent thereof is as described in the preceding sentence. The amount of any Contingent Obligation shall be equal to the amount of the obligation so guaranteed or otherwise supported or, if less, the amount to which such Contingent Obligation is specifically limited.

"**Contractual Obligation**", as applied to any Person, means any provision of any Security issued by that Person or of any material indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject (other than leases or other occupancy agreements).

"**Currency Agreement**" means any foreign exchange contract, currency swap agreement, futures contract, option contract, synthetic cap or other similar agreement or arrangement, in each case, to which Company, Imerys Canada or any of the Subsidiaries is a party.

"**Deposit Account**" has the meaning set forth in the UCC.

"**DIP Order**" means a final order entered by the Bankruptcy Court in the Chapter 11 Case after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures approved by the Bankruptcy Court, substantially in the form attached as Exhibit A to 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 Automatic Stay, and (IV) Granting Related Relief* [Docket No. [●], or otherwise in form and substance reasonably acceptable to Lender Representative, the Required Lenders and each Non-Debtor Plan Proponent.

"**Disposition**" or "**Dispose**" means the sale, transfer, license, lease (as a lessor), farm-out or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"**Dollars**" and the sign "**$**" mean the lawful money of the United States of America.

"**Domestic Subsidiary**" means any Subsidiary of Company that is incorporated or organized under the laws of the United States of America, any state thereof or in the District of Columbia, except for any such a Subsidiary that is treated as a disregarded entity all or substantially all of whose assets consists of equity of one or more direct or indirect CFCs.

"**Eligible Assignee**" means (i) Lender or any Non-Debtor Affiliate of Lender; and (ii) subject to any applicable consent rights provided in subsection 9.1, (a) a commercial bank organized under the laws of the United States or any state thereof; (b) a savings and loan association or savings bank organized under the laws of the United States or any state thereof; (c) a commercial bank organized under the laws of any other country or a political subdivision thereof; provided that (1) such bank is acting through a branch or agency located in the United States or (2) such bank is organized under the laws of a country that is a member of the Organization for Economic Cooperation and Development or a political subdivision of such country; and (d) any other entity that is an "accredited investor" (as defined in Regulation D under the Securities Act) that extends credit or buys loans as one of its businesses including insurance companies, mutual funds and lease financing companies; provided that except pursuant to subsection 9.1, neither

Company nor any Affiliate of Company that is a debtor under the Chapter 11 Case shall be an Eligible Assignee.

"**Employee Benefit Plan**" means any "employee benefit plan" as defined in Section 3(3) of ERISA and subject to Title I of ERISA which is maintained or contributed to by, or with respect to which Company, any of the Subsidiaries or any of their respective ERISA Affiliates has any liability (contingent or otherwise). For the avoidance of doubt, Employee Benefit Plan does not include a Canadian Employee Plan.

"**Environmental Claim**" means any written notice of investigation, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise), by any Government Authority or any claim, action, suit, proceeding or demand of or by any other Person, arising (i) pursuant to or in connection with any actual or alleged violation of any Environmental Law, (ii) in connection with any Hazardous Materials or any actual or alleged Hazardous Materials Activity, or (iii) in connection with any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

"**Environmental Laws**" means any common law relating to environmental matters and all statutes, ordinances, orders, rules, regulations, binding guidance documents, judgments, Governmental Authorizations, or any other binding requirements of any Government Authority relating to (i) environmental matters, including those relating to any Hazardous Materials Activity, (ii) the generation, use, storage, transportation or disposal of Hazardous Materials, or (iii) occupational safety and health, industrial hygiene, land use or the protection of the environment, natural resources or human, plant or animal health, safety or welfare, in each case, in any manner applicable to Company, Imerys Canada or any of the Subsidiaries or any Facility.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor thereto.

"**ERISA Affiliate**", as applied to any Person, means (i) any corporation that is a member of a controlled group of corporations within the meaning of Section 414(b) of the Internal Revenue Code of which that Person is a member; (ii) any trade or business (whether or not incorporated) that is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Internal Revenue Code of which that Person is a member; and (iii) any member of an affiliated service group within the meaning of Section 414(m) or (o) of the Internal Revenue Code of which that Person, any corporation described in clause (i) above or any trade or business described in clause (ii) above is a member. For the avoidance of doubt, Lender and Non-Debtor Affiliates shall not be deemed an ERISA Affiliate of the Loan Parties for purposes of the Loan Documents.

"**ERISA Event**" means (i) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for 30-day notice to the PBGC has been waived by regulation); (ii) the failure to meet the minimum funding standard of Section 412 of the Internal Revenue Code with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code) or the failure to make by its due date a required installment under Section 430(j)(3) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any

required contribution to a Multiemployer Plan; (iii) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (iv) the withdrawal by Company, any of the Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors, or the termination of any such Pension Plan resulting in liability pursuant to Section 4063 or 4064 of ERISA; (v) the institution by the PBGC of proceedings to terminate any Pension Plan or Multiemployer Plan, or the occurrence of any event or condition which might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (vi) the imposition of liability on Company, any of the Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (vii) the withdrawal of Company, any of the Subsidiaries or any of their respective ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefor, or the receipt by Company, any of the Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (viii) the assertion of a material claim (other than routine claims for benefits) against any Employee Benefit Plan other than a Multiemployer Plan or the assets thereof, or against Company, any of the Subsidiaries or any of their respective ERISA Affiliates in connection with any Employee Benefit Plan; (ix) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Benefit Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any Pension Plan to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; or (x) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or pursuant to ERISA with respect to any Pension Plan.

"**Eurodollar Reserve Percentage**" means the reserve percentage (expressed as a decimal, rounded upward, if necessary, to the nearest 1/100 of 1%) in effect on the date LIBOR for such Interest Period is determined (whether or not applicable to Lender) under regulations issued from time to time by the Federal Reserve Board for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) with respect to Eurocurrency funding (currently referred to as "Eurocurrency liabilities") having a term comparable to such Interest Period.

"**Excluded Capital Expenditures**" means Consolidated Capital Expenditures which have been paid for or have been reimbursed in Cash by a third party (including, without limitation, by any up-front payments under agreements to which Company, Imerys Canada or any of the Subsidiaries is a party to the extent the amount of such up-front payments are designated by such agreement for use for and are actually used to pay for Consolidated Capital Expenditures).

"**Event of Default**" means each of the events set forth in Section 8.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, and any successor statute.

"**Excluded Taxes**" means, with respect to Lender, or any other recipient of any payment to be made by or on account of any Obligation of Company or Imerys Canada hereunder (i) Taxes that are imposed on the overall net income (however denominated) and franchise taxes imposed in lieu thereof (a) by the United States, any state thereof or the District of Columbia, (b) by any other Government Authority under the laws of which such Lender is organized or has its principal office or maintains its applicable lending office, or (c) by any Government Authority solely as a result of a present or former connection between such recipient and the jurisdiction of such Government Authority (other than any such connection arising solely from such recipient having executed, delivered or performed its obligations or received a payment under, or enforced, any of the Loan Documents), (ii) any branch profits Taxes imposed by the United States or any similar Tax imposed by any other jurisdiction in which Company or Imerys Canada is located, (iii) in the case of a Lender, any U.S. (in the case of any payment to be made by or on account of any Obligation of Company) or Canadian (in the case of any payment to be made by or on account of any Obligation of Imerys Canada) withholding Tax that (x) is imposed on amounts payable to such Lender at the time it becomes a party hereto (or designates a new lending office), (y) is attributable to such Lender's failure or inability (other than as a result of a Change in Law) to comply with its obligations under subsection 2.7B(iv), except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from Company or Imerys Canada with respect to such withholding Tax pursuant to subsection 2.7B, and (iv) any United States federal withholding Tax imposed by FATCA.

"**Facilities**" means any and all real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or heretofore owned, leased, licensed, operated or used by Imerys Canada, Company or any of the Subsidiaries or any of their respective predecessors or Affiliates.

"**FATCA**" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof.

"**Federal Funds Effective Rate**" means, for any day, the greater of (a) the rate calculated by the Federal Reserve Bank of New York based on such day's Federal funds transactions by depositary institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the Federal funds effective rate and (b) 0.0%.

"**First Priority**" means, with respect to any Lien purported to be created in any Collateral pursuant to any Collateral Document, that (i) such Lien is perfected and has priority over any other Lien on such Collateral (other than (A) Liens permitted pursuant to subsection 7.2A to the extent not subject to Lender's priming Liens under the DIP Order and (B) the Carve Out) and (ii) such Lien is the only Lien (other than Liens permitted pursuant to subsection 7.2A and the Carve Out) to which such Collateral is subject.

"**Fiscal Quarter**" means a fiscal quarter of any Fiscal Year.

"**Fiscal Year**" means the fiscal year of each Loan Party and the Subsidiaries ending on December 31 of each calendar year. For purposes of this Agreement, any particular Fiscal Year may be designated by reference to the calendar year in which such Fiscal Year ends.

"**Flood Hazard Property**" means any Mortgaged Property located in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards.

"**Foreign Lender**" means any Lender hereunder that is organized under the laws of a jurisdiction other than that in which Company or Imerys Canada is resident for tax purposes. For purposes of this definition, the United States, each state thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"**Foreign Security Agreement**" means the Canadian Security Agreement and each other security agreement, pledge agreement or similar instrument governed by the laws of a country other than the United States, executed on the Closing Date or from time to time thereafter in accordance with subsection 6.8 by any Loan Party that constitutes a Foreign Subsidiary or that owns Capital Stock of one or more Foreign Subsidiaries organized in such country, in form and substance reasonably satisfactory to Lender Representative and the Required Lenders.

"**Foreign Subsidiary**" means any Subsidiary that is not a Domestic Subsidiary.

"**Funding Date**" means the date of the funding of a Loan.

"**GAAP**" means, subject to the limitations on the application thereof set forth in subsection 1.2, generally accepted accounting principles set forth in opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, and generally accepted accounting principles in Canada, including International Financing Reporting Standards, in each case as the same are applicable to the circumstances as of the date of determination.

"**Governing Body**" means the board of directors or other body having the power to direct or cause the direction of the management and policies of a Person that is a corporation, partnership, trust or limited liability company.

"**Government Authority**" means the government of the United States or any other nation, or any state, regional or local political subdivision or department thereof, and any other governmental or regulatory agency, authority, body, commission, central bank, board, bureau, organ, court, instrumentality or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, in each case whether federal, state, local or foreign (including supra-national bodies such as the European Union or the European Central Bank).

"**Governmental Authorization**" means any approval, certificate, franchise, permit, license, registration, authorization, plan, directive, consent, order or consent decree of or from, or notice to, any Government Authority.

"**Hazardous Materials**" means: (i) any chemical, material or substance at any time defined under any applicable Environmental Law as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "radioactive waste", "biohazardous waste", "pollutant", "toxic pollutant", "contaminant", "restricted hazardous waste", "infectious waste", "toxic substances", or any other similar term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP toxicity" or "EP toxicity" or words of similar import under any applicable Environmental Laws); (ii) any oil, petroleum, petroleum fraction or petroleum derived substance; (iii) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (iv) any flammable substances or explosives; (v) any radioactive materials; (vi) any asbestos-containing materials; (vii) urea formaldehyde foam insulation; (viii) electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls; (ix) pesticides; and (x) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Government Authority under any applicable Environmental Law.

"**Hazardous Materials Activity**" means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Materials, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Materials, and any corrective action or response action with respect to any of the foregoing.

"**Hedge Agreement**" means an Interest Rate Agreement, a Currency Agreement or a Commodity Hedge Agreement designed to hedge against fluctuations in interest rates, currency values or commodity prices.

"**Imerys Canada**" has the meaning ascribed to such term in the preamble to this Agreement.

"**Imerys Parent**" has the meaning ascribed to such term in the preamble to this Agreement.

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

"**Indebtedness**", as applied to any Person, means (i) all indebtedness for borrowed money, (ii) that portion of obligations with respect to Capital Leases that is properly classified as a liability on a balance sheet in conformity with GAAP, (iii) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money, (iv) any obligation owed for all or any part of the deferred purchase price of property or services (excluding any such obligations incurred under ERISA), which purchase price is (a) due more than six months from the date of incurrence of the obligation in respect thereof or (b) evidenced by a note or similar written instrument, (v) Synthetic Lease Obligations, and (vi) all indebtedness secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is nonrecourse to the

credit of that Person. Obligations under Interest Rate Agreements, Currency Agreements and Commodity Hedge Agreements constitute Contingent Obligations.

"**Indemnified Liabilities**" has the meaning assigned to that term in subsection 9.3.

"**Indemnified Taxes**" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"**Indemnitee**" has the meaning assigned to that term in subsection 9.3.

"**Intellectual Property**" means all patents, trademarks, trade names, copyrights, technology, software, know-how and processes used in or necessary for the conduct of the business of Imerys Canada, Company and the Subsidiaries.

"**Interest Payment Date**" means (i) with respect to any Base Rate Loan, the last Business Day of each month, commencing on the first such date to occur after the Closing Date, and (ii) with respect to any LIBOR Loan, the last day of each Interest Period applicable to such Loan.

"**Interest Period**" has the meaning assigned to that term in subsection 2.2B.

"**Interest Rate Agreement**" means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement or other similar agreement or arrangement to which Company, Imerys Canada or any of the Subsidiaries is a party.

"**Interest Rate Determination Date**", with respect to any Interest Period, means the second Business Day prior to the first day of such Interest Period.

"**Internal Revenue Code**" means the Internal Revenue Code of 1986, as amended to the date hereof and from time to time hereafter, and any successor statute.

"**Investment**" means (i) any direct or indirect purchase or other acquisition by Imerys Canada, Company or any of the Subsidiaries of, or of a beneficial interest in, any Securities of any other Person (including any Subsidiary of Company) or (ii) any direct or indirect loan, advance (other than advances to employees for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business) or capital contribution by Imerys Canada, Company or any of the Subsidiaries to any other Person, including all indebtedness and accounts receivable from that other Person that are not current assets or did not arise from sales or services provided to that other Person in the ordinary course of business. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment (other than adjustments for the repayment of, or the refund of capital with respect to, the original principal amount of any such Investment).

"**IP Collateral**" means, collectively, the Intellectual Property that constitutes Collateral under the Security Agreement.

"**IP Filing Office**" means the United States Patent and Trademark Office, the United States Copyright Office or any successor or substitute office in which filings are necessary or, in the opinion of Lender Representative and the Required Lenders, desirable in order to create or perfect Liens on any IP Collateral.

"**Joint Venture**" means a joint venture, partnership or other similar arrangement, whether in corporate, partnership or other legal form.

"**Leasehold Property**" means any leasehold interest of any Loan Party as lessee under any lease of real property, other than any such leasehold interest designated from time to time by Lender Representative and the Required Lenders in their sole discretion as not being required to be included in the Collateral.

"**Lender**" has the meaning ascribed to such term in the preamble to this Agreement.

"**Lender Representative**" means (i) until such time as Imerys Parent ceases to be a Lender hereunder, Imerys Parent, (ii) from and after such time as Imerys Parent ceases to be a Lender hereunder, the Lender holding the greatest aggregate principal amount of the Loans and aggregate unused Commitments (other than Commitments that have been terminated in accordance with the terms hereof), taken together, or (iii) any other Lender approved by the Required Lenders to act in such capacity.

"**LIBOR**" means, for any Interest Rate Determination Date with respect to an Interest Period for a LIBOR Loan, the greater of (a) 0.0% and (b) the London interbank offered rate, rounded upward, if necessary, to the nearest 1/100 of 1%, equal to the offered rate for deposits in Dollars for a period equal to such Interest Period, commencing on the first day of such Interest Period, which appears on Reuters Screen LIBOR01 or such other page as may replace Reuters Screen LIBOR01 on that service or any successor service for the purpose of displaying London interbank offered rates of major banks) as of 11:00 A.M. (London time), on such Interest Rate Determination Date. If the LIBOR rate for an Interest Period cannot be determined pursuant to clause (b) of the preceding sentence, then the LIBOR rate for such Interest Period shall be determined on the basis of the rates at which deposits in Dollars are offered to Lender at approximately 11:00 A.M. (London time) on such Interest Rate Determination Date, and on an amount that is approximately equal to the principal amount of the LIBOR Loans to which such Interest Period is applicable; provided, that in no event shall the LIBOR rate be less than 0.0%.

"**LIBOR Loans**" means Loans bearing interest at rates determined by reference to Adjusted LIBOR as provided in subsection 2.2A.

"**Lien**" means any lien, mortgage, deed of trust, pledge, assignment, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof), right of way, easement and any option, right of first refusal or right of first offer, trust or other preferential arrangement having the practical effect of any of the foregoing.

"**Loan**" or "**Loans**" means one or more of the Loans made by Lender to Company or Imerys Canada pursuant to subsection 2.1A.

"**Loan Documents**" means this Agreement, the Notes, the Subsidiary Guaranty, the Collateral Documents, and all amendments, waivers and consents relating thereto.

"**Loan Party**" means each of Imerys Canada, Company, Imerys Vermont and any of Company's other Subsidiaries from time to time executing a Loan Document, and "**Loan Parties**" means all such Persons, collectively.

"**Margin Stock**" has the meaning assigned to that term in Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

"**Material Adverse Effect**" means any of (i) a material adverse effect upon the business, operations, properties, assets, financial condition or liabilities (whether contractual, environmental or otherwise) of the Loan Parties taken as a whole, or (ii) the impairment of the ability of the Loan Parties, taken as a whole, to perform the Obligations in any material way, or (iii) the impairment of the ability of Lender to enforce the Obligations. For the avoidance of doubt, neither the publication of any studies related to the safety of the Borrowers' products nor any finding of any court with respect to the same shall individually or in the aggregate constitute a Material Adverse Effect.

"**Material Leasehold Property**" means a Leasehold Property reasonably determined by Lender Representative (at the direction of the Required Lenders) to be of material value as Collateral or of material importance to the operations of Imerys Canada, Company or any of the Subsidiaries, including, without limitation, the properties set forth on Schedule 6.9.

"**Material Owned Property**" means any real property owned in fee by any Loan Party with a value equal to or in excess of $1,000,000.

"**Material Real Property Assets**" means all Material Owned Property and Material Leasehold Property.

"**Mortgage**" means (i) a security instrument (whether designated as a deed of trust or a mortgage or by any similar title) executed and delivered by any Loan Party, in form and substance reasonably acceptable to Lender Representative (at the direction of the Required Lenders), in each case with such changes thereto as may be reasonably recommended by Lender Representative's local counsel based on local laws or customary local mortgage or deed of trust practices, or (ii) at Lender Representative's option (at the direction of the Required Lenders), in the case of any Mortgaged Property, an amendment to an existing Mortgage, in form and substance reasonably acceptable to Lender Representative (at the direction of the Required Lenders), adding such Mortgaged Property to the Material Real Property Assets encumbered by such existing Mortgage.

"**Mortgaged Property**" has the meaning assigned to that term in subsection 6.9A.

"**Multiemployer Plan**" means any "multiemployer plan" as defined in Section 4001(a)(3) of ERISA which is contributed to by, or with respect to which the Company, any of the Subsidiaries or any of their ERISA Affiliates has any liability (contingent or otherwise). For the avoidance of doubt, Multiemployer Plan does not include a Canadian Employee Plan.

"**Net Asset Sale Proceeds**", with respect to any Asset Sale, means Cash payments (including any Cash received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) received from such Asset Sale, net of any bona fide direct costs (including professional fees and costs) incurred in connection with such Asset Sale, including (i) income taxes reasonably estimated to be actually payable within two years of the date of such Asset Sale as a result of any gain recognized in connection with such Asset Sale and (ii) payment of the outstanding principal amount of, premium or penalty, if any, and interest on any Indebtedness (other than the Loans) that is (a) secured by a Lien on the stock or assets in question and that is required to be repaid under the terms thereof as a result of such Asset Sale and (b) actually paid within 30 days of receipt of such cash payment to a Person that is not an Affiliate of any Loan Party or of any Affiliate of a Loan Party; provided, however, that Net Asset Sale Proceeds shall not include any cash payments received from any Asset Sale by a Foreign Subsidiary (other than a Foreign Subsidiary that is a Loan Party) unless such proceeds may be repatriated (by reason of a repayment of an intercompany note or otherwise) to the United States without (in the reasonable judgment of Company) resulting in a material Tax liability to Company.

"**Net Cash Flow**" means, with respect to each Testing Period, an amount equal to (a) total operating receipts and other cash collections received by the Loan Parties during such Testing Period minus (b) total cash disbursements made by the Loan Parties during such Testing Period, in each case, without giving effect to the making of the Loans or the repayments or prepayments of the Loans.

"**Net Insurance/Condemnation Proceeds**" means any Cash payments or proceeds received by Imerys Canada, Company or any of the Subsidiaries (i) under any business interruption or casualty insurance policy in respect of a covered loss thereunder or (ii) as a result of the taking of any assets of Imerys Canada, Company or any of the Subsidiaries by any Person pursuant to the power of eminent domain, condemnation or otherwise, or pursuant to a sale of any such assets to a purchaser with such power under threat of such a taking, in each case net of any actual and reasonable documented costs incurred by Imerys Canada, Company or any of the Subsidiaries in connection with the adjustment or settlement of any claims of Company or such Subsidiary in respect thereof; provided, however, that Net Insurance/Condemnation Proceeds shall not include any cash payments received by a Foreign Subsidiary (other than a Foreign Subsidiary that is a Loan Party) unless such proceeds are repatriated or may be repatriated (by reason of a repayment of an intercompany note or otherwise) to the United States without (in the reasonable judgment of Company) resulting in a material tax liability to Company.

"**Non-Debtor Affiliate**" means an Affiliate of any Loan Party, but excluding (i) Company, (ii) Imerys Canada, (iii) Imerys Vermont, (iv) to the extent it files a voluntary petition for relief under chapter 11 of the Bankruptcy Code prior to the Confirmation Date (as defined in the Chapter 11 Plan), Imerys Talc Italy S.p.A. and (v) any other Affiliate of Lender to the extent it files a voluntary petition for relief under chapter 11 of the Bankruptcy Code prior to the Confirmation Date (as defined in the Chapter 11 Plan).

"**Non-Debtor Plan Proponents**" means the Plan Proponents other than the Loan Parties and the Imerys Plan Proponents (as defined in the Chapter 11 Plan).

"**Notes**" means any promissory notes of Company or Imerys Canada issued pursuant to subsection 2.1.E to evidence the Loans of Lender, substantially in the form of Exhibit VI.

"**Notice of Borrowing**" means a notice substantially in the form of Exhibit I annexed hereto.

"**Notice of Conversion/Continuation**" means a notice substantially in the form of Exhibit II annexed hereto.

"**Obligations**" means all obligations of every nature of each Loan Party from time to time owed to Lender under the Loan Documents, whether for principal, interest, fees, expenses, indemnification or otherwise.

"**Officer**" means the president, chief executive officer, a vice president, chief financial officer, treasurer, general partner (if an individual), managing member (if an individual) or other individual appointed by the Governing Body or the Organizational Documents of a corporation, partnership, trust or limited liability company to serve in a similar capacity as the foregoing.

"**Officer's Certificate**", as applied to any Person that is a corporation, partnership, trust or limited liability company, means a certificate executed on behalf of such Person by one or more Officers of such Person or one or more Officers of a general partner or a managing member if such general partner or managing member is a corporation, partnership, trust or limited liability company.

"**Operating Lease**", as applied to any Person, means any lease (including leases that may be terminated by the lessee at any time) of any property (whether real, personal or mixed) that is not a Capital Lease other than any such lease under which that Person is the lessor.

"**Organizational Documents**" means the documents (including Bylaws, if applicable) pursuant to which a Person that is a corporation, partnership, trust or limited liability company is organized.

"**Other Taxes**" means all present or future stamp, transfer, intangible, court, recording, filing or documentary taxes or any other excise or property taxes, charges, fees, expenses or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"**Outside Effective Date**" has the meaning assigned to that term in subsection 2.1A.

"**Participant**" means a purchaser of a participation in the rights and obligations under this Agreement pursuant to subsection 9.1C.

"**PBGC**" means the Pension Benefit Guaranty Corporation or any successor thereto.

"**Pension Plan**" means any "employee pension plan" as defined in Section 3(2) of ERISA which is maintained or contributed to by, or with respect to which Company, any of the Subsidiaries or any of their ERISA Affiliates has any liability (contingent or otherwise), other than a Multiemployer Plan, that is subject to Section 412 of the Internal Revenue Code or Section 302 of ERISA. For the avoidance of doubt, "Pension Plan" does not include any Canadian Employee Plan.

"**Permitted Encumbrances**" means the following types of Liens (excluding any such Lien imposed pursuant to Section 430(k) of the Internal Revenue Code or by ERISA, any such Lien imposed by a Government Authority in connection with any Canadian Employee Plan for contributions due and not remitted and any such Lien relating to or imposed in connection with any Environmental Claim):

(i) Liens for taxes, assessments or governmental charges or claims the payment of which is not, at the time, required by subsection 6.3;

(ii) statutory Liens of landlords, Liens of collecting banks under the UCC or PPSA on items in the course of collection, statutory Liens and rights of set-off of banks, statutory Liens of carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law, in each case incurred in the ordinary course of business (a) for amounts not yet overdue or (b) for amounts that are overdue and that (in the case of any such amounts overdue for a period in excess of 10 days) are being contested in good faith by appropriate proceedings, so long as (1) such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made for any such contested amounts, and (2) in the case of a Lien with respect to any portion of the Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the Collateral on account of such Lien;

(iii) deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of statutory obligations, bids, leases, government contracts, trade contracts, appeals bonds and other similar obligations (exclusive of obligations for the payment of borrowed money), so long as no foreclosure, sale or similar proceedings have been commenced with respect to any portion of the Collateral on account thereof;

(iv) any attachment or judgment Lien not constituting an Event of Default under subsection 8.8;

(v) licenses (with respect to Intellectual Property and other property), leases or subleases granted to third parties in accordance with any applicable terms of the Collateral Documents and not interfering in any material respect with the ordinary conduct of the business of Imerys Canada, Company or any of the Subsidiaries or resulting in a material diminution in the value of the Collateral as security for the Obligations;

(vi) easements, rights-of-way, restrictions, encroachments, and other defects or irregularities in title, in each case which do not and will not interfere in any material respect with the ordinary conduct of the business of Imerys Canada, Company or any of the

Subsidiaries or the use of such Collateral as is currently used, or result in a material diminution in the value of the Collateral as security for the Obligations;

(vii) any (a) interest or title of a lessor or sublessor under any lease not prohibited by this Agreement, (b) Lien or restriction that the interest or title of such lessor or sublessor may be subject to, or (c) subordination of the interest of the lessee or sublessee under such lease to any Lien or restriction referred to in the preceding clause (b), so long as the holder of such Lien or restriction agrees to recognize the rights of such lessee or sublessee under such lease;

(viii) Liens arising from filing UCC or PPSA financing statements relating solely to (a) leases not prohibited by this Agreement or (b) purchase money Liens securing Indebtedness not prohibited by this Agreement;

(ix) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(x) any zoning or similar law or right reserved to or vested in any Government Authority to control or regulate the use of any real property;

(xi) Liens granted pursuant to the Collateral Documents or otherwise securing the Obligations;

(xii) Liens in favor of Company or a Subsidiary Guarantor on assets of any Subsidiary of Company;

(xiii) any interest or title of a lessor under any Capital Lease permitted hereunder, provided that such Liens do not extend to any property or assets which are not leased property subject to such Capital Lease;

(xiv) Liens in favor of a public utility or any municipality or governmental or other public authority when required by such utility, municipality or authority in connection with the ordinary course of operations of Imerys Canada, Company or the Subsidiaries (and not securing Indebtedness for borrowed money), provided that all such Liens only secure (a) amounts not yet overdue or (b) amounts that are overdue and that (in the case of any such amounts overdue for a period in excess of 30 days) are being contested in good faith by appropriate proceedings, so long as (1) such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made for any such contested amounts, and (2) in the case of a Lien with respect to any portion of the Collateral, such proceedings conclusively operate to stay the sale of any portion of the Collateral on account of such Lien;

(xv) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of Imerys Canada, Company and the Subsidiaries;

(xvi) Cash deposits made to secure indemnity or reimbursement obligations in connection with any surety bonding program of Imerys Canada, Company and/or the Subsidiaries;

(xvii) pledges and deposits in the ordinary course of business securing insurance premiums or reimbursement obligations under insurance policies;

(xviii) Liens (a) in favor of a banking institution arising as a matter of law encumbering deposits at such institution (including the right of set-off) and which are within the general parameters customary in the banking industry, (b) that are contractual rights of set-off relating to pooled deposit or sweep accounts of Imerys Canada, Company or the Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of Imerys Canada, Company and the Subsidiaries or (c) that are contractual rights of set-off relating to purchase orders and other agreements entered into with customers of Imerys Canada, Company or any Subsidiaries in the ordinary course of business;

(xix) Liens consisting of an agreement to dispose of any property in a disposition permitted under subsection 7.7; and

(xx) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into in the ordinary course of business and not prohibited by this Agreement.

"**Permitted Sale**" has the meaning assigned to that term in subsection 8.24.

"**Permitted Variance**" means, for the period commencing on the Monday following the Closing Date and ending on the fifth Sunday following the Closing Date, and thereafter, each subsequent period beginning on the Monday following the immediately preceding Trailing Four Week Period and ending on the fourth Sunday thereafter (each such period, a "**Testing Period**"), (i) all favorable Variances, (ii) an unfavorable Variance of no more than 10.00% for actual cumulative total operating receipts and other cash collections of the Loan Parties for such Testing Period as compared to the projected amounts of cumulative operating receipts and other cash collections set forth in the Budget for such Testing Period, (iii) an unfavorable Variance of no more than 10.00% for actual cumulative disbursements of the Loan Parties on a line item basis for such Testing Period as compared to the budgeted amounts of cumulative disbursements on a line item basis set forth in the Budget for such Testing Period (without giving effect to the making of Loans or the repayment or prepayment of Loans); provided that, to the extent in any Testing Period, actual disbursements for any line item are less than the budgeted disbursements of such line item for such Testing Period, the budgeted disbursements for such line item for the succeeding Testing Period shall be increased by an amount equal to such difference (unless the Supplemental Approved Budget covering such subsequent period has been updated to reflect such rollover); and (iv) an unfavorable Variance of no more than 10.00% for actual Net Cash Flow for such Testing Period as compared to the budgeted amount of Net Cash Flow set forth in the Budget for such Testing Period.

"**Person**" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, Joint Ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Government Authorities.

"**Petition Date**" has the meaning assigned to it in the recitals to this Agreement.

"**PIK Interest**" has the meaning assigned to that term in subsection 2.2C(i).

"**Plan Effective Date Payments**" means reserves or other amounts required to be funded by Company, Imerys Canada and Imerys Vermont on the Effective Date (as defined in the Chapter 11 Plan) pursuant to the Chapter 11 Plan or the Confirmation Order (as defined in the Chapter 11 Plan).

"**Plan Proponents**" means the Loan Parties, the Tort Claimants' Committee (as defined in the Chapter 11 Plan), the FCR (as defined in the Chapter 11 Plan) and the Imerys Plan Proponents (as defined in the Chapter 11 Plan).

"**Pledged Collateral**" means, collectively, the "Pledged Collateral" as defined in the Security Agreement and any Foreign Security Agreement.

"**Potential Event of Default**" means a condition or event that, after notice or lapse of time or both, would constitute an Event of Default.

"**PPSA**" means the *Personal Property Security Act* (Ontario) and the Register of Personal and Movable Real Rights of the Province of Quebec.

"**Prime Rate**" means the rate last quoted by *The Wall Street Journal* as the "Prime Rate" in the United States or, if *The Wall Street Journal* ceases to quote such rate, such other publication that quotes a prime rate (or rate similar to the prime rate) as may be selected by Lender Representative.

"**Proceedings**" means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation (written notice of which has been received by Company) or arbitration, excluding any Proceedings related to any personal injury cause of action regarding the safety of the Borrowers' products.

"**Real Property Asset**" means, at any time of determination, any interest then owned by any Loan Party in any real property.

"**Recognition Order**" has the meaning assigned to that term in subsection 4.1F.

"**Register**" has the meaning assigned to that term in subsection 2.1D.

"**Regulation D**" means Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"**Release**" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Materials into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Materials), including the movement of any Hazardous Materials through the air, soil, surface water or groundwater.

"**Required Lenders**" means Lenders having or holding more than 50% of the sum of the aggregate outstanding principal amount of the Loans and the aggregate unused

Commitments (other than Commitments that have been terminated in accordance with the terms hereof) of all Lenders.

"**Responsible Officer**" means the chief executive officer, president, vice president, chief financial officer, treasurer, assistant treasurer, secretary, assistant secretary or controller of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"**Restricted Junior Payment**" means (i) any dividend or other distribution, direct or indirect, on account of any shares of any class of stock of Imerys Canada or Company now or hereafter outstanding, except a dividend payable solely in shares of that class of stock to the holders of that class, (ii) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of stock of Imerys Canada or Company now or hereafter outstanding, (iii) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of stock of Imerys Canada or Company now or hereafter outstanding, and (iv) any voluntary or optional payment or prepayment of principal of, premium, if any, or redemption, purchase, retirement, defeasance (including in-substance or legal defeasance), sinking fund or similar payment or any payment in cash of any interest permitted to be paid in kind by Imerys Canada, Company or any of the Subsidiaries with respect to, any Subordinated Indebtedness.

"**Sanctioned Country**" means, at any time, a country or territory which is, or whose government is, the subject or target of any Sanctions broadly restricting or prohibiting dealings with such country, territory or government.

"**Sanctioned Person**" means, at any time, any Person with whom dealings are restricted or prohibited under Sanctions, including (a) any Person listed in any Sanctions-related list of designated or identified Persons maintained by the United States (including by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or the U.S. Department of Commerce), the United Nations Security Council, the European Union or any of its member states, Her Majesty's Treasury, Switzerland or any other relevant authority, (b) any Person organized or ordinarily resident in, or any Government Authority or governmental instrumentality of, a Sanctioned Country or (c) any Person directly or indirectly owned 50% or more by, controlled by, or acting for the benefit or on behalf of, any Person described in clauses (a) or (b) hereof.

"**Sanctions**" means economic or financial sanctions or trade embargoes or restrictive measures enacted, imposed, administered or enforced from time to time by (a) the U.S. government, including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or the U.S. Department of Commerce; (b) the United Nations Security Council; (c) the European Union or any of its member states; (d) Her Majesty's Treasury; (e) Switzerland; or (f) any other relevant authority.

"**SEC**" means the Securities and Exchange Commission, or any Government Authority succeeding to any of its principal functions.

"**Securities**" means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated, certificated or uncertificated, or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"**Securities Act**" means the United States Securities Act of 1933, as amended from time to time, and any successor statute.

"**Security Agreement**" means the Security Agreement executed on the Closing Date, substantially in the form of Exhibit VI annexed hereto.

"**Subordinated Indebtedness**" means any Indebtedness of Imerys Canada, Company or any of the Subsidiaries incurred from time to time that is subordinated in right of payment to the Obligations and designated by Imerys Canada, Company or such Subsidiary as being "Subordinated Indebtedness" for purposes hereof.

"**Subsidiary**", with respect to any Person, means any corporation, partnership, trust, limited liability company, association, Joint Venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the members of the Governing Body is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof. Unless the context indicates otherwise, "Subsidiary" means a Subsidiary of Company.

"**Subsidiary Guarantor**" means any Subsidiary of Company (other than any Foreign Subsidiary that is a CFC) that executes and delivers the Subsidiary Guaranty on the Closing Date, or that executes and delivers a counterpart of the same from time to time after the Closing Date pursuant to subsection 6.8.

"**Subsidiary Guaranty**" means the Subsidiary Guaranty executed on the Closing Date and any Subsidiary Guaranty to be executed and delivered by any Subsidiary of Company from time to time after the Closing Date in accordance with subsection 6.8, substantially in the form of Exhibit V annexed hereto.

"**Supplemental Approved Budget**" means any updated Budget delivered to and approved by Lender Representative (at the direction of the Required Lenders) and the Non-Debtor Plan Proponents in accordance with subsection 6.1(xvii).

"**Synthetic Lease Obligation**" means the monetary obligation of a Person under (i) a so-called synthetic, off-balance sheet or tax retention lease, or (ii) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness for borrowed money or Capital Leases of such Person (without regard to accounting treatment).

"**Tax**" or "**Taxes**" means any present or future tax, levy, impost, duty, fee, assessment, deduction, withholding or other charge of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed, including interest, penalties, additions to tax and any similar liabilities with respect thereto.

"**Testing Period**" has the meaning ascribed to it in the definition of "**Permitted Variance**".

"**Trailing Four Week Period**" means the four Week period up to and through the Sunday of the most recent Week then ended.

"**UCC**" means the Uniform Commercial Code as in effect in any applicable jurisdiction.

"**Unasserted Obligations**" means, at any time, Obligations for taxes, costs, indemnifications, reimbursements, damages and other liabilities (except for the principal of and interest on, and fees relating to, any Indebtedness) in respect of which no claim or demand for payment has been made (or, in the case of Obligations for indemnification, no notice for indemnification has been issued by the Indemnitee) at such time.

"**Variance**" has the meaning assigned to such term in the definition of "**Variance Report**".

"**Variance Report**" means a report certified by a Responsible Officer of Company, in form reasonably satisfactory to Lender Representative (at the direction of the Required Lenders), showing for (i) the Week immediately preceding the Week during which such Variance Report is delivered pursuant to subsection 6.1(xviii) and (ii) all Weeks in the Testing Period during which such Variance Report is delivered, (a) the actual cumulative operating receipts and other cash collections received by the Loan Parties for such Week and for all Weeks in the Testing Period during which such Variance Report is delivered, (b) the actual cumulative disbursements measured on a line item basis and in total made by the Loan Parties during such Week and for all Weeks in the Testing Period during which such Variance Report is delivered, (c) the actual Net Cash Flow for such Week and for all Weeks in the Testing Period during which such Variance Report is delivered and (d) the variance, expressed as both a percentage and a dollar amount, of the amounts described in clauses (a), (b) and (c) above from the corresponding anticipated amounts therefor for such Week and for all Weeks in such Testing Period as set forth in the Budget (each a "**Variance**"), in each case, without giving effect to the making of any Loans or the repayment or prepayment of any Loans.

"**Week**" means any seven (7) day period commencing on a Monday and ending on a Sunday.

1.2 <u>Accounting Terms; Utilization of GAAP for Purposes of Calculations Under Agreement</u>.

Except as otherwise expressly provided in this Agreement, all accounting terms not otherwise defined herein shall have the meanings assigned to them in conformity with GAAP. Financial statements and other information required to be delivered by Company or Imerys Canada

to Lender pursuant to clauses (ii) and (iii) of subsection 6.1 shall be prepared in accordance with GAAP as in effect at the time of such preparation (and delivered together with the reconciliation statements provided for in subsection 6.1(v)). Calculations in connection with the definitions, covenants and other provisions of this Agreement shall utilize GAAP as in effect on the date of determination, applied in a manner consistent with that used in preparing the financial statements referred to in subsection 5.3; provided that if at any time any change in GAAP (or change in application thereof), would affect the computation of any financial ratio or requirement set forth in any Loan Document, and Company, Imerys Canada or Lender Representative (at the direction of the Required Lenders) shall so request, Lender Representative, Company and Imerys Canada shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (or change in application thereof) (subject to the approval of Lender Representative (at the direction of the Required Lenders)), provided that, until so amended or such time as it is agreed that no amendment is necessary, such ratio or requirement shall continue to be computed in accordance with GAAP (or application thereof) prior to such change and Company and Imerys Canada shall provide to Lender reconciliation statements provided for in subsection 6.1(v). Notwithstanding the foregoing or any other provision of this Agreement providing for any amount to be determined in accordance with GAAP, for purposes of determining compliance with the financial covenants contained in this Agreement, any election by Company or Imerys Canada to measure an item of Indebtedness using fair value (as permitted by Statement of Financial Accounting Standards No. 159 or any similar accounting standard) shall be disregarded and such determination shall be made as if such election had not been made.

1.3 Other Definitional Provisions and Rules of Construction.

A. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

B. References to "Sections" and "subsections" shall be to Sections and subsections, respectively, of this Agreement unless otherwise specifically provided. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

C. The use in any of the Loan Documents of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.

D. Unless otherwise expressly provided herein, references to Organizational Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, amendments and restatements, extensions, supplements and other modifications thereto.

E. A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

F. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due on a day that is not a Business Day or delivery of any notice, document, certificate or other writing is stated to be required on a day that is not a Business Day, the date of such payment, performance or delivery shall extend to the immediately succeeding Business Day (subject to the provisions of subsection 2.2B(iii)).

Section 2. AMOUNTS AND TERMS OF COMMITMENTS AND LOANS

2.1 Commitments; Making of Loans; the Register; Optional Notes.

A. **Commitments.** On or prior to the Commitment Termination Date and subject to and upon the terms and conditions of this Agreement (including, without limitation, subsection 2.5A and Section 4) and in reliance upon the representations and warranties of Company and Imerys Canada herein set forth, Lender hereby agrees to make, on no more than two (2) occasions per calendar month (provided, that a final borrowing may be made by Company on the Effective Date (as defined in the Chapter 11 Plan) solely to fund (x) any Plan Effective Date Payments on such date and/or (y) accrued but unpaid administrative expenses as of such date, subject to the Budget (including the Permitted Variances)), the Loans to Company and Imerys Canada. The Loans (i) made by Lender shall not exceed, in the aggregate, the Commitment Amount (provided, that the amount of the Commitment of Lender shall be adjusted to give effect to any assignment of such Commitment pursuant to subsection 9.1B and shall be reduced from time to time by the amount of any reductions thereto made pursuant to subsection 2.4), (ii) shall not exceed, in the aggregate, the Commitment Amount, (iii) shall be repaid or prepaid in accordance with the provisions hereof and (iv) may, at the option of Company or Imerys Canada, as the case may be, be incurred and maintained as, and/or converted into, Base Rate Loans or LIBOR Loans (provided, that all such Loans made by Lender pursuant to the same borrowing shall, unless otherwise specifically provided herein, consist entirely of Loans of either Base Rate Loans or LIBOR Loans, as the case may be). Amounts borrowed under this subsection 2.1A which are repaid or prepaid may not be reborrowed or readvanced. Lender's Commitment shall expire at 2:00 P.M. (New York City time) on the Commitment Termination Date and all Loans of Lender and all other amounts owed hereunder with respect to the Loans and the Commitment of Lender shall be paid in full no later than that date and time; provided, that notwithstanding the foregoing or any other provision contained herein to the contrary, if the Effective Date (as defined in the Chapter 11 Plan) occurs on or before May 31, 2021 (the "**Outside Effective Date**") and the outstanding principal amount of the Loans has not previously become immediately due and payable (as a result of the occurrence of the Commitment Termination Date or the acceleration of the Loans pursuant to Section 8), then (A) the outstanding principal amount of the Loans (excluding any PIK Interest) shall be applied as a dollar-for-dollar reduction of the amount of the Contingent Contribution (as defined in the Chapter 11 Plan) required to be contributed by Imerys S.A. to the Loan Parties or the Reorganized Debtors (as defined in the Chapter 11 Plan) in Cash (as defined in the Chapter 11 Plan) (in an amount not to exceed $15,000,000) pursuant to Section 10.8.2.2(c) of the Chapter 11 Plan in order to fund 50% of the Loan Parties' administrative expenses, (B) the remaining outstanding principal amount of the Loans (excluding any PIK

Interest), after giving effect to the application in clause (A) above, shall be applied as a dollar-for-dollar reduction of the $75 million in cash that is part of the Imerys Settlement Funds (as defined in the Chapter 11 Plan) and (C) neither Company nor Imerys Canada shall be required to repay any other Obligations, and all Obligations (including, without limitation, any PIK Interest) shall be deemed discharged in full and terminated as of the Effective Date (as defined in the Chapter 11 Plan).

B. Borrowing Mechanics. Loans made on any Funding Date shall be in an aggregate minimum amount of $1,000,000 and multiples of $500,000 in excess of that amount. Whenever Company or Imerys Canada desires that Lender make a Loan to it, it shall deliver to Lender a duly executed Notice of Borrowing no later than 11:00 A.M. (New York City time) at least five (5) Business Days in advance of the proposed Funding Date, provided that any Notice of Borrowing with respect to borrowings on the Closing Date may be delivered no later than 9:00 A.M. (New York City time) on the Closing Date. Loans may be continued as or converted into Base Rate Loans and LIBOR Loans in the manner provided in subsection 2.2D.

Company or Imerys Canada, as the case may be, shall notify Lender prior to the funding of any Loans in the event that any of the matters to which Company or Imerys Canada, as the case may be, is required to certify in the applicable Notice of Borrowing is no longer true and correct as of the applicable Funding Date, and the acceptance by Company or Imerys Canada, as the case may be, of the proceeds of any Loans shall constitute a re-certification by Company or Imerys Canada, as the case may be, as of the applicable Funding Date, as to the matters to which Company or Imerys Canada, as the case may be, is required to certify in the applicable Notice of Borrowing.

Except as otherwise provided in subsections 2.6B, 2.6C and 2.6G, a Notice of Borrowing for, or a Notice of Conversion/Continuation for conversion to, or continuation of, a LIBOR Loan shall be irrevocable on and after the related Interest Rate Determination Date, and Company or Imerys Canada, as the case may be, shall be bound to make a borrowing or to effect a conversion or continuation in accordance therewith.

C. Disbursement of Funds. Upon satisfaction or waiver of the conditions precedent specified in subsections 4.1 (in the case of Loans made on the Closing Date) and 4.2 (in the case of all Loans), Lender shall make the proceeds of such Loans available to Company or Imerys Canada, as the case may be, on the applicable Funding Date by causing an amount of same day funds in Dollars equal to the proceeds of all such Loans to be credited to the account of Company or Imerys Canada, as the case may be, specified by Company or Imerys Canada, as the case may be, in the applicable Notice of Borrowing.

D. The Register. Lender Representative, acting for these purposes solely as an agent of Company and Imerys Canada (it being acknowledged that Lender, in such capacity, and its officers, directors, employees, agent and affiliates shall constitute Indemnitees under subsection 9.3), shall maintain at its address referred to in subsection 9.8 a register for the recordation of, and shall record, the names and addresses of any Lender hereunder and the respective amounts of the Commitment and Loans of such Lender from time to time (the "**Register**"). Lender Representative shall make the Register available for inspection by Company and Imerys Canada upon reasonable prior notice at reasonable times, provided that any Lender

hereunder shall only be entitled to inspect its own entry in the Register and not that of any other Lender hereunder. Company, Imerys Canada and Lender Representative shall deem and treat the Persons listed as Lenders in the Register as the holders and owners of the corresponding Commitments and Loans listed therein for all purposes hereof; all amounts owed with respect to any Commitment or Loan shall be owed to the Lender listed in the Register as the owner thereof; and any request, authority or consent of any Person who, at the time of making such request or giving such authority or consent, is listed in the Register as a Lender shall be conclusive and binding on any subsequent holder, assignee or transferee of the corresponding Commitments or Loans. Lender shall record on its internal records the amount of its Loans and Commitments and each payment in respect hereof, and any such recordation shall be prima facie evidence of the contents thereof, absent manifest error, subject to the entries in the Register, which shall, absent manifest error, govern in the event of any inconsistency with any individual Lender's records. Failure to make any recordation in the Register or in any individual Lender's records, or any error in such recordation, shall not affect any Loans or Commitments or any Obligations in respect of any Loans.

E. **Optional Notes**. If so requested by Lender by written notice to Company and Imerys Canada at any time, Company and Imerys Canada shall execute and deliver to Lender (and/or, if applicable and if so specified in such notice, to any Person who is an assignee of Lender pursuant to subsection 9.1) promptly after Company's and Imerys Canada's receipt of such notice a promissory note or promissory notes to evidence Lender's Loans, substantially in the form of Exhibit VI annexed hereto, with appropriate insertions.

F. **Tax Treatment**. In the event that the principal balance of the Loans is applied in the manner described in Section 2.1A(A) and (B), Lender, the Company and Imerys Canada agree that (i) with respect to any such principal owed by the Company to the extent treated as indebtedness for U.S. federal and applicable state and local income tax purposes, such amount shall be treated for such purposes as having been indirectly contributed by Imerys USA, Inc. (through its disregarded Subsidiary, Imerys Minerals Holding Limited) to the Company as a capital contribution described in Sections 108(e)(6) or 108(e)(8) (as applicable) of the Internal Revenue Code and (ii) with respect to any such principal owed by Imerys Canada, it shall be applied in full settlement of the share capital contribution of the same amount that will then be owed by Imerys Parent to Imerys Canada and treated as such for Canadian tax purposes. With respect to clause (i), in the event that Imerys USA, Inc. is not the sole Lender to the Company, Imerys Parent and its Affiliates (including Imerys USA, Inc. and the Company) agree that for U.S. federal income tax purposes the principal shall be treated has having been transferred in a series of contributions and/or distributions (as applicable) to Imerys USA, Inc. immediately prior to the contribution described in clause (i).

2.2 **Interest on the Loans**.

A. **Rate of Interest**. Subject to the provisions of subsections 2.6 and 2.7, each Loan shall bear interest on the unpaid principal amount thereof from the date made through maturity (whether by acceleration or otherwise) at a rate determined by reference to the Base Rate or Adjusted LIBOR. The applicable basis for determining the rate of interest with respect to any Loan shall be selected by Company or Imerys Canada, as the case may be, initially at the time a Notice of Borrowing is given with respect to such Loan pursuant to subsection 2.1B (subject to

the last sentence of subsection 2.1B), and the basis for determining the interest rate with respect to any Loan may be changed from time to time pursuant to subsection 2.2D (subject to the last sentence of subsection 2.1B). If on any day a Loan is outstanding with respect to which notice has not been delivered to Lender in accordance with the terms of this Agreement specifying the applicable basis for determining the rate of interest, then for that day that Loan shall bear interest determined by reference to the Base Rate.

(i) Subject to the provisions of subsections 2.2E, 2.2G and 2.7, the Loans shall bear interest through maturity as follows:

(a) if a Base Rate Loan, then at the sum of the Base Rate plus (i) from the Closing Date through and including the one month anniversary of the Closing Date, 9.0% per annum, (ii) from the day after the one month anniversary of the Closing Date through and including the two month anniversary of the Closing Date, 10.0% per annum, (iii) from the day after the two month anniversary of the Closing Date through and including the three month anniversary of the Closing Date, 11.0% per annum and (iv) from and after the day after the three month anniversary of the Closing Date, 12.0% per annum; or

(b) if a LIBOR Loan, then at the sum of Adjusted LIBOR plus (i) from the Closing Date through and including the one month anniversary of the Closing Date, 10.0% per annum, (ii) from the day after the one month anniversary of the Closing Date through and including the two month anniversary of the Closing Date, 11.0% per annum, (iii) from the day after the two month anniversary of the Closing Date through and including the three month anniversary of the Closing Date, 12.0% per annum and (iv) from and after the day after the three month anniversary of the Closing Date, 13.0% per annum.

B. Interest Periods. In connection with each LIBOR Loan, the interest period applicable to such Loan shall be a one-month period (each an "**Interest Period**"); provided that:

(i) the initial Interest Period for any LIBOR Loan shall commence on the Funding Date in respect of such Loan, in the case of a Loan initially made as a LIBOR Loan, or on the date specified in the applicable Notice of Conversion/Continuation, in the case of a Loan converted to a LIBOR Loan;

(ii) in the case of immediately successive Interest Periods applicable to a LIBOR Loan continued as such pursuant to a Notice of Conversion/Continuation, each successive Interest Period shall commence on the day on which the next preceding Interest Period expires;

(iii) if an Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided that, if any Interest Period would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day

occurs in such month, such Interest Period shall expire on the next preceding Business Day;

(iv) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (v) of this subsection 2.2B, end on the last Business Day of a calendar month;

(v) no Interest Period with respect to any portion of the Loans shall extend beyond the Commitment Termination Date; and

(vi) there shall be no more than five Interest Periods outstanding at any time.

C. Interest Payments.

(i) Subject to the provisions of subsection 2.2E, after the Outside Effective Date, Company or Imerys Canada, as the case may be, may, at its option, pay in arrears in cash all or part of the accrued and unpaid interest (that has not yet been capitalized pursuant to clause (ii) below) on the outstanding principal amount (including any previously capitalized PIK Interest relating thereto) of each Loan on each Interest Payment Date applicable to that Loan. The full remaining portion of all interest accruing on each outstanding Loan, to the extent not paid in cash in accordance with the foregoing sentence, shall accrue and be paid as set forth in clause (ii) below (such interest, the "**PIK Interest**").

(ii) Accrued and unpaid interest (A) accruing prior to and through the Outside Effective Date or (B) that Company or Imerys Canada, as the case may be, did not elect in its sole discretion to pay in cash in accordance with the foregoing clause (i) after the Outside Effective Date shall, in each case, be paid in kind on each Interest Payment Date by adding it to the outstanding principal amount of the Loans which shall thereafter bear interest as set forth herein and shall be payable in full on the Commitment Termination Date if not otherwise paid in cash prior to such date (subject to the proviso in the last sentence of subsection 2.1A); provided, that all PIK Interest shall accrue cumulatively whether or not Company or Imerys Canada, as the case may be, has capital, surplus, earnings or other amounts sufficient lawfully to pay such amounts; provided, further, that Company's or Imerys Canada's, as the case may be, failure to affirmatively make an election by the applicable Interest Payment Date shall be deemed to be an affirmative election to pay such interest in kind with respect to any portion of the accrued and unpaid interest that is not paid in cash by such Interest Payment Date. All PIK Interest (A) shall be payable in cash on the date of any prepayment of any Loan, whether voluntary or mandatory, to the extent accrued on the amount being prepaid (provided that, in the event any Loans that are Base Rate Loans are prepaid pursuant to subsection 2.4B(i), interest accrued on such Loans through the date of such prepayment shall be payable on the next succeeding Interest Payment Date applicable to Base Rate Loans (or, if earlier, at final maturity)) (subject to the

proviso in the last sentence of subsection 2.1A) and (B) shall be payable in cash on the earliest to occur of (1) the Commitment Termination Date, (2) the date on which the entire principal amount of the Loans becomes due and payable pursuant to the terms hereof or (3) the date of payment in full of the Loans (in each case, subject to the proviso in the last sentence of subsection 2.1A).

D. Conversion or Continuation. Subject to the provisions of subsection 2.6, Company and Imerys Canada, as the case may be, shall have the option (i) to convert at any time all or any part of its outstanding Loans equal to $1,000,000 and multiples of $1,000,000 in excess of that amount from Loans bearing interest at a rate determined by reference to one basis to Loans bearing interest at a rate determined by reference to an alternative basis or (ii) upon the expiration of any Interest Period applicable to a LIBOR Loan, to continue all or any portion of such Loan equal to $1,000,000 and multiples of $1,000,000 in excess of that amount as a LIBOR Loan; provided, however, that any conversion of a LIBOR Loan into a Base Rate Loan on a date other than the expiration date of an Interest Period applicable thereto shall be subject to any payments required by subsection 2.6D (if any).

Company or Imerys Canada, as the case may be, shall deliver a duly executed Notice of Conversion/Continuation to Lender no later than 2:00 P.M. (New York City time) at least one Business Day in advance of the proposed conversion date (in the case of a conversion to a Base Rate Loan) and no later than 11:00 A.M. (New York City time) at least three Business Days in advance of the proposed conversion/continuation date (in the case of a conversion to, or a continuation of, a LIBOR Loan).

E. Default Rate. Upon the occurrence and during the continuation of any Event of Default, upon the election by Lender Representative (at the direction of the Required Lenders), the outstanding principal amount of all Loans and, to the extent permitted by Applicable Law, any interest payments thereon not paid when due and any fees and other amounts then due and payable hereunder, shall thereafter bear interest (including post-petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws whether or not allowed in such proceeding) payable upon demand by Lender Representative (at the direction of the Required Lenders) at a rate that is 2% per annum in excess of the interest rate otherwise payable under this Agreement with respect to the applicable Loans (or, in the case of any such fees and other amounts, at a rate which is 2% per annum in excess of the interest rate otherwise payable under this Agreement for Base Rate Loans); provided that, in the case of LIBOR Loans, at the election of Lender Representative (at the direction of the Required Lenders) during the continuance of an Event of Default, upon the expiration of the Interest Period in effect at the time any such increase in interest rate is effective such LIBOR Loans shall thereupon become Base Rate Loans and shall thereafter bear interest payable upon demand at a rate which is 2% per annum in excess of the interest rate otherwise payable under this Agreement for Base Rate Loans. Payment or acceptance of the increased rates of interest provided for in this subsection 2.2E is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Lender.

F. Computation of Interest. Interest on the Loans shall be computed (i) in the case of Base Rate Loans, on the basis of a 365-day or 366-day year, as the case may be, and (ii) in the case of LIBOR Loans, on the basis of a 360-day year, in each case for the actual number

of days elapsed in the period during which it accrues. In computing interest on any Loan, the date of the making of such Loan or the first day of an Interest Period applicable to such Loan or, with respect to a Base Rate Loan being converted from a LIBOR Loan, the date of conversion of such LIBOR Loan to such Base Rate Loan, as the case may be, shall be included, and the date of payment of such Loan or the expiration date of an Interest Period applicable to such Loan or, with respect to a Base Rate Loan being converted to a LIBOR Loan, the date of conversion of such Base Rate Loan to such LIBOR Loan, as the case may be, shall be excluded; provided that if a Loan is repaid on the same day on which it is made, one day's interest shall be paid on that Loan.

G. Maximum Rate. Notwithstanding the foregoing provisions of this subsection 2.2, in no event shall the rate of interest payable by Company or Imerys Canada, as the case may be, with respect to any Loan exceed the maximum rate of interest permitted to be charged under Applicable Law.

H. Interest Act (Canada). For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid by Imerys Canada under a Loan Document or in connection therewith is to be calculated on the basis of a 360-day or 365-day year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or 365, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

I. Criminal Rate. If (i) any provision of this Agreement or any other Loan Document would obligate Imerys Canada to make a payment or payments to Lender in an amount or calculated at a rate which would result in the receipt by Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) and (ii) the *Criminal Code* (Canada) would apply to such payment or payments and would have the result of rendering the receipt by Lender of such payment or payments criminal, then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate, as the case may be, as would not so result in the receipt by Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amount or rate of interest required to be paid to Lender under the applicable Loan Document, and thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to Lender which would constitute "interest" for purposes of Section 347 of the *Criminal Code* (Canada).

2.3 Nature and Extent of Each Borrower's Liability; Administrative Borrower.

A. Joint and Several Liability. Each Borrower agrees that it is jointly and severally liable for all Obligations and all agreements under the Loan Documents. Each of the Borrowers, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including, without limitation, any Obligations arising under this subsection 2.3), it being the intention of the parties hereto that all of the Obligations shall be the joint and several obligations of each of the Borrowers without preferences or distinction among them. If and to the extent that any of the Borrowers shall fail to

make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event, the other Borrowers will make such payment with respect to, or perform, such Obligation. Subject to the terms and conditions hereof, the Obligations of each of the Borrowers under the provisions of this subsection 2.3 shall not be discharged until the date on which the Obligations are paid in full in cash (other than contingent obligations, including indemnification obligations, for which no claim has been made at the relevant time of determination) and shall constitute the absolute and unconditional, full recourse Obligations of each of the Borrowers, enforceable against each such Person to the full extent of its properties and assets (except (x) as rights to indemnification hereunder may be limited by law and (y) as the enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Applicable Laws relating to or affecting the rights and remedies of creditors or by general equitable principles), irrespective of (i) the genuineness, validity, regularity, enforceability, subordination or any future modification of, or change in, any Obligations or any Loan Document, or any other document, instrument or agreement to which any Borrower is or may become a party or be bound; (ii) the absence of any action to enforce this Agreement (including this subsection 2.3) or any other Loan Document, or any waiver, consent or indulgence of any kind by Lender with respect thereto; (iii) the existence, value or condition of, or failure to perfect a Lien or to preserve rights against, any security or guaranty for the Obligations or any action, or the absence of any action, by Lender in respect thereof (including the release of any security or guaranty); (iv) the insolvency of any Borrower; (v) any election by Lender in any proceeding under the Bankruptcy Code or any other bankruptcy law for the application of Section 1111(b)(2) of the Bankruptcy Code; (vi) any borrowing or grant of a Lien by any other Borrower, as debtor-in-possession under Section 364 of the Bankruptcy Code or otherwise; (vii) the disallowance of any claims of Lender against any Borrower for the repayment of any Obligations under Section 502 of the Bankruptcy Code or otherwise; or (viii) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, except payment in full in cash of the Obligations.

B. Waivers.

(i) Each Borrower waives all defenses available to a surety, guarantor or accommodation co-obligor other than full payment (or deemed payment) of all Obligations (excluding contingent obligations, including indemnification obligations, for which no claim has been made at the relevant time of determination). It is agreed among each Borrower and Lender that the provisions of this subsection 2.3 are of the essence of the transaction contemplated by the Loan Documents and that, but for such provisions, Lender would decline to make and maintain the Loans. Each Borrower acknowledges that its guaranty pursuant to this subsection 2.3 is necessary to the conduct and promotion of its business, and can be expected to benefit such business.

(ii) Lender may, in its discretion, pursue such rights and remedies as it deems appropriate, including realization upon Collateral by judicial foreclosure or non-judicial sale or enforcement, without affecting any rights and remedies under this subsection 2.3. If, in taking any action in connection with the exercise of any rights or remedies, Lender shall forfeit any other rights or remedies, including the right to enter a deficiency judgment against any Borrower or any other Person,

whether because of any law pertaining to "election of remedies" or otherwise, each Borrower consents to such action and waives any claim based upon it, even if the action may result in loss of any rights of subrogation that such Borrower might otherwise have had. Any election of remedies that results in denial or impairment of the right of Lender to seek a deficiency judgment against any Borrower shall not impair any other Borrower's obligation to pay the full amount of the Obligations. Each Borrower waives all rights and defenses arising out of an election of remedies, such as nonjudicial foreclosure with respect to any security for the Obligations, even though that election of remedies destroys such Borrower's rights of subrogation against any other Person. Lender may bid all or a portion of the Obligations at any foreclosure or trustee's sale or at any private sale, and the amount of such bid need not be paid by Lender but shall be credited against the Obligations. The amount of the successful bid at any such sale, whether Lender or any other Person is the successful bidder, shall be conclusively deemed to be the fair market value of the Collateral, and the difference between such bid amount and the remaining balance of the Obligations shall be conclusively deemed to be the amount of the Obligations guaranteed under this subsection 2.3, notwithstanding that any present or future law or court decision may have the effect of reducing the amount of any deficiency claim to which Lender might otherwise be entitled but for such bidding at any such sale.

C. Enforcement of Rights. Each of the Borrowers hereby agrees that it will not enforce any of its rights of contribution or subrogation against the other Borrowers with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to Lender with respect to any of the Obligations or any Collateral, until such time as all of the Obligations have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to Lender hereunder or under any other Loan Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations.

D. Joint Enterprise. Each Borrower has requested that Lender make this credit facility available to the Borrowers on a combined basis, in order to finance the Borrowers' business most efficiently and economically. The Borrowers' business is a mutual and collective enterprise, and the successful operation of each Borrower is dependent upon the successful performance of the integrated group. The Borrowers believe that consolidation of their credit facility will enhance the borrowing power of each Borrower and ease administration of the facility, all to their mutual advantage. The Borrowers acknowledge that Lender's willingness to extend credit and to administer the Collateral on a combined basis hereunder is done solely as an accommodation to the Borrowers and at the Borrowers' request.

E. Administrative Borrower. Each Borrower hereby irrevocably appoints Company as the borrowing agent and attorney-in-fact for the Borrowers (the "**Administrative Borrower**") which appointment shall remain in full force and effect unless and until Lender shall have received prior written notice signed by all of the Borrowers that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes the Administrative Borrower (i) to provide to Lender,

and receive from Lender, all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and the other Loan Documents and (ii) to take such action as the Administrative Borrower deems appropriate on its behalf to obtain Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement and the other Loan Documents.

2.4 Repayments, Prepayments and Reductions of Commitment Amount; General Provisions Regarding Payments; Application of Proceeds of Collateral and Payments Under Subsidiary Guaranty.

A. [Reserved].

B. Prepayments and Reductions in Commitment Amount.

(i) Voluntary Prepayments. After the Outside Effective Date, Company and Imerys Canada, as the case may be, may, upon not less than one Business Day's prior written notice, in the case of Base Rate Loans, and three Business Days' prior written notice, in the case of LIBOR Loans, in each case given to Lender by 2:00 P.M. (New York City time) on the date required, at any time and from time to time prepay, without premium or penalty, any Loans on any Business Day in whole or in part in an aggregate minimum amount of $500,000 and multiples of $100,000 in excess of that amount; provided that if a LIBOR Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, Company and Imerys Canada, as the case may be, shall also pay any amounts owing pursuant to subsection 2.6D. Notice of prepayment having been given as aforesaid, the principal amount of the Loans specified in such notice shall become due and payable on the prepayment date specified therein; provided, however, that any notice of prepayment may be expressly made contingent on the occurrence of a refinancing or the consummation of a sale, transfer, lease or other disposition of assets and if so designated may be revoked or the termination date deferred if the refinancing or sale, transfer, lease or other disposition of assets does not occur. Any such voluntary prepayment shall be applied as specified in subsection 2.4B(iv).

(ii) Voluntary Reductions of Commitments. Borrowers may, upon not less than three Business Days' prior written notice to Lender, or upon such lesser number of days' prior written notice, as determined by Lender in its sole discretion, at any time and from time to time, terminate in whole or permanently reduce in part, without premium or penalty, the Commitment Amount in an amount up to the amount by which the Commitment Amount exceeds the aggregate outstanding principal amount of the Loans at the time of such proposed termination or reduction; provided that any such partial reduction of the Commitment Amount shall be in an aggregate minimum amount of $500,000 and multiples of $100,000 in excess of that amount. Borrowers' notice to Lender shall designate the date (which shall be a Business Day) of such termination or reduction and the amount of any partial reduction, and such termination or reduction shall be effective on the date specified in Company's or Imerys Canada's, as the case may be, notice and shall reduce the amount of the Commitment of Lender; provided, however, that any

such notice may be contingent on the occurrence of a refinancing or the consummation of a sale, transfer, lease or other disposition of assets and may be revoked or the termination date deferred if the refinancing or sale, transfer, lease or other disposition of assets does not occur.

(iii) Mandatory Prepayments. After the Outside Effective Date, the Loans shall be prepaid in the amounts and under the circumstances set forth below, all such prepayments to be applied as set forth below or as more specifically provided in subsection 2.4B(iv) and subsection 2.4D:

(a) Prepayments From Net Asset Sale Proceeds. Subject to clause (h) below, no later than five Business Days after the date of receipt by Imerys Canada, Company or any of the Subsidiaries of any Net Asset Sale Proceeds in respect of any Asset Sale, Company and Imerys Canada shall prepay the Loans in an aggregate amount equal to such Net Asset Sale Proceeds.

(b) Prepayments from Net Insurance/Condemnation Proceeds. Subject to subsection 6.4C(ii), no later than five Business Days following the date of receipt by Lender or by Imerys Canada, Company or any of the Subsidiaries of any Net Insurance/Condemnation Proceeds that are required to be applied to prepay the Loans pursuant to the provisions of subsection 6.4C, Company and Imerys Canada shall prepay the Loans in an aggregate amount equal to the amount of such Net Insurance/Condemnation Proceeds.

(c) Prepayments from Settlement. No later than one Business Day after the date of receipt by Imerys Canada, Company or any of the Subsidiaries of any cash proceeds in respect of any settlement of any claims, litigation or other disputes with any third party, Company shall prepay the Loans in an aggregate amount equal to such cash proceeds.

(d) Prepayments from Unpermitted Indebtedness. No later than one Business Day after the date of receipt by Imerys Canada, Company or any of the Subsidiaries (or any trustee, examiner with enlarged powers or responsible officer subsequently appointed in respect of any of the foregoing) of any cash proceeds in respect of any incurrence of Indebtedness of any Loan Party or any of the Subsidiaries (other than any Indebtedness permitted to be incurred pursuant to subsection 7.1 and the DIP Order), Company shall prepay the Loans in an aggregate amount equal to such cash proceeds.

(e) [Reserved].

(f) Calculations of Net Proceeds Amounts; Additional Prepayments and Reductions Based on Subsequent Calculations. Concurrently with any prepayment of the Loans and/or reduction of the Commitment Amount pursuant to subsections 2.4B(iii)(a)-(d) and

2.4B(iv)(b), Company and/or Imerys Canada, as the case may be, shall deliver to Lender an Officer's Certificate demonstrating the calculation of the amount of the applicable Net Asset Sale Proceeds, Net Insurance/Condemnation Proceeds or cash proceeds, as the case may be, that gave rise to such prepayment and/or reduction. In the event that Company and/or Imerys Canada, as the case may be, shall subsequently determine that the actual amount was greater than the amount set forth in such Officer's Certificate, Company and/or Imerys Canada, as the case may be, shall promptly make an additional prepayment of the Loans (and/or, if applicable, the Commitment Amount shall be permanently reduced) in an amount equal to the amount of such excess, and Company and/or Imerys Canada, as the case may be, shall concurrently therewith deliver to Lender an Officer's Certificate demonstrating the derivation of the additional amount resulting in such excess.

(g) Outside Date. Notwithstanding the foregoing or any other provisions of this Agreement or any other Loan Document to the contrary, no voluntary prepayments of the Loan pursuant to subsection 2.4B(i) and no mandatory prepayments of the Loans pursuant to this subsection 2.4B(iii) shall be made prior to the Outside Effective Date.

(h) Reinvestment Rights. So long as no Event of Default has occurred and is continuing, if Company or Imerys Canada, as the case may be, notifies Lender, within ten (10) Business Days after receipt of the same by such Loan Party, of its intention to reinvest all or a portion of any Net Asset Sale Proceeds in respect of any Asset Sale in assets used or useful in the business of Imerys Canada, Company or any Subsidiaries of the Company, no prepayment shall be required under this subsection 2.4(B)(iii)(a) to the extent that such Net Asset Sale Proceeds are reinvested in assets used or useful in the business of Imerys Canada, Company or any Subsidiaries of the Company on or prior to the Commitment Termination Date.

(iv) Application of Prepayments.

(a) Application of Voluntary Prepayments. Any voluntary prepayments pursuant to subsection 2.4B(i) shall be applied to repay outstanding Loans to the full extent thereof (but without a corresponding permanent reduction of the Commitment Amount).

(b) Application of Mandatory Prepayments. Except as provided in subsection 2.4D, any amount required to be applied as a mandatory prepayment of the Loans pursuant to subsections 2.4B(iii)(a)-(d) shall be applied, first, to prepay the outstanding principal amount of the Loans to the full extent thereof, and second, after the outstanding principal amount of the Loans has been prepaid in full, to permanently reduce the Commitment

Amount by any remaining amount of such mandatory prepayment to the full extent thereof.

(c) Application of Prepayments to Base Rate Loans and LIBOR Loans. Prepayments shall be applied first to Base Rate Loans to the full extent thereof before application to LIBOR Loans, in each case in a manner that minimizes the amount of any payments required to be made by Company and/or Imerys Canada, as the case may be, pursuant to subsection 2.6D.

C. General Provisions Regarding Payments.

(i) Manner and Time of Payment. All payments by Company and Imerys Canada of principal, interest, fees and other Obligations shall be made in Dollars in same day funds, without defense, setoff or counterclaim, free of any restriction or condition, and delivered to Lender not later than 2:00 P.M. (New York City time) on the date due at Lender's chief executive office for the account of Lender; funds received by Lender after that time on such due date shall be deemed to have been paid by Company and Imerys Canada, as the case may be, on the next succeeding Business Day.

(ii) Application of Payments to Principal and Interest. Except as provided in subsection 2.2C, all payments in respect of the principal amount of any Loan shall include payment of accrued and unpaid interest on the principal amount being repaid or prepaid, and all such payments shall be applied to the payment of interest before application to principal.

(iii) Payments on Business Days. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of the payment of interest hereunder or of the commitment fees hereunder, as the case may be.

(iv) Notation of Payment. Lender agrees that before disposing of any Note held by it, or any part thereof (other than by granting participations therein), Lender will make a notation thereon of all Loans evidenced by that Note and all principal payments previously made thereon and of the date to which interest thereon has been paid; provided that the failure to make (or any error in the making of) a notation of any Loan made under such Note shall not limit or otherwise affect the Obligations of Company and Imerys Canada hereunder or under such Note with respect to any Loan or any payments of principal or interest on such Note.

D. Application of Proceeds of Collateral and Payments after Event of Default. Upon the occurrence and during the continuation of an Event of Default, if requested by Lender, or upon acceleration of the Obligations pursuant to Section 8, (a) all payments received by Lender, whether from Company, Imerys Canada or any Subsidiary Guarantor or otherwise, and (b) all proceeds received by Lender in respect of any sale of, collection from, or other realization

upon all or any part of the Collateral under any Collateral Document may, in the discretion of Lender, be held by Lender as Collateral for, and/or (then or at any time thereafter) applied in full or in part by Lender, in each case in the following order of priority:

(i) to the payment of all costs and expenses of such sale, collection or other realization, all other expenses, liabilities and advances made or incurred by Lender in connection therewith, and all amounts for which Lender is entitled to compensation (including the fees described in subsection 2.3), reimbursement and indemnification under any Loan Document and all advances made by Lender thereunder for the account of the applicable Loan Party, and to the payment of all costs and expenses paid or incurred by Lender in connection with the Loan Documents, all in accordance with subsections 9.2 and 9.3 and the other terms of this Agreement and the Loan Documents;

(ii) thereafter, to the payment of all other Obligations for the ratable benefit of the holders thereof (subject to the provisions of subsection 2.4C(ii) hereof); and

(iii) thereafter, to the payment to or upon the order of such Loan Party or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

2.5 Use of Proceeds.

A. Loans. Company and Imerys Canada shall be permitted to borrow Loans hereunder and use the proceeds thereof (i) solely in accordance with the Budget (including, subject to subsection 8.19, by reason of a Permitted Variance), to fund (a) transaction fees, costs and expenses (including, without limitation, interest and other payments contemplated hereunder, but excluding any cash interest prior to the Outside Effective Date) incurred in connection with the preparation, negotiation, execution, delivery and performance of this Agreement and the other Loan Documents, (b) working capital and other general corporate purposes of the Loan Parties during the pendency of the Chapter 11 Case and (c) fees, costs and expenses incurred in connection with the administration and prosecution of the Chapter 11 Case, in each case under this clause (i) only to the extent that cash then held by the Loan Parties (other than minimum cash liquidity of $5,000,000) is not then available to fund any such amounts, and (ii) to fund Plan Effective Date Payments; provided, that any Loans made on the Effective Date (as defined in the Chapter 11 Plan) shall be used solely to fund (x) any Plan Effective Date Payments and/or (y) accrued but unpaid administrative expenses as of the Effective Date (as defined in the Chapter 11 Plan) to the extent set forth in the Budget.

B. Margin Regulations. No portion of the proceeds of any borrowing under this Agreement shall be used by Imerys Canada, Company or any of the Subsidiaries in any manner that may cause the borrowing or the application of such proceeds to violate Regulation U, Regulation T or Regulation X of the Board of Governors of the Federal Reserve System or any other regulation of such Board, in each case as in effect on the date or dates of such borrowing and such use of proceeds.

2.6 Special Provisions Governing LIBOR Loans.

Notwithstanding any other provision of this Agreement to the contrary, the following provisions shall govern with respect to LIBOR Loans as to the matters covered:

A. Determination of Applicable Interest Rate. On each Interest Rate Determination Date, Lender shall determine in accordance with the terms of this Agreement (which determination shall, absent manifest error, be conclusive and binding upon all parties) the interest rate that shall apply to the LIBOR Loans for which an interest rate is then being determined for the applicable Interest Period and shall promptly give notice thereof to Company and Imerys Canada.

B. Inability to Determine Applicable Interest Rate; Insufficiency of LIBOR. In the event that Lender (i) shall have determined (which determination shall, absent manifest error, be conclusive and binding upon all parties hereto), on any Interest Rate Determination Date, that by reason of circumstances affecting the London interbank market adequate and fair means do not exist for ascertaining the interest rate applicable to such Loans on the basis provided for in the definition of LIBOR or (ii) except with respect to Imerys Parent, shall have concluded that the LIBOR determined (or to be determined) for any Interest Period will not adequately and fairly reflect the cost to Lender of making or maintaining the affected Loans during such Interest Period, Lender shall on such date give notice to Company and Imerys Canada of such determination, whereupon (i) no Loans may be made as, or converted to, LIBOR Loans until such time as Lender notifies Company and Imerys Canada that the circumstances giving rise to such notice no longer exist and (ii) any Notice of Borrowing or Notice of Conversion/Continuation given by Company or Imerys Canada, as the case may be, with respect to the Loans in respect of which such determination was made shall be deemed to be for a Base Rate Loan.

C. Illegality of LIBOR Loans. In the event that on any date Lender shall have determined (which determination shall, absent manifest error, be conclusive and binding upon all parties hereto) that the making, maintaining or continuation of its LIBOR Loans has become unlawful as a result of compliance by Lender in good faith with any law, treaty, governmental rule, regulation, guideline or order (or would conflict with any such treaty, governmental rule, regulation, guideline or order not having the force of law even though the failure to comply therewith would not be unlawful), then, and in any such event, Lender shall be an "**Affected Lender**" and it shall within five (5) Business Days give notice to Company and Imerys Canada of such determination. Thereafter (a) the obligation of the Affected Lender to make Loans as, or to convert Loans to, LIBOR Loans shall be suspended until such notice shall be withdrawn by the Affected Lender, (b) to the extent such determination by the Affected Lender relates to a LIBOR Loan then being requested by Company or Imerys Canada pursuant to a Notice of Borrowing or a Notice of Conversion/Continuation, the Affected Lender shall make such Loan as (or convert such Loan to, as the case may be) a Base Rate Loan, (c) the Affected Lender's obligation to maintain its outstanding LIBOR Loans (the "**Affected Loans**") shall be terminated at the earlier to occur of the expiration of the Interest Period then in effect with respect to the Affected Loans or when required by law, and (d) the Affected Loans shall automatically convert into Base Rate Loans on the date of such termination. Notwithstanding the foregoing, to the extent a determination by an Affected Lender as described above relates to a LIBOR Loan then being requested by Company or Imerys Canada pursuant to a Notice of Borrowing or a Notice of Conversion/Continuation,

Company or Imerys Canada, as the case may be, shall have the option, subject to the provisions of subsection 2.6D, to rescind such Notice of Borrowing or Notice of Conversion/Continuation by giving written notice to Lender of such rescission on the date on which the Affected Lender gives notice of its determination as described above.

D. Compensation For Breakage or Non-Commencement of Interest Periods. Company and Imerys Canada shall compensate Lender, upon written request by Lender pursuant to subsection 2.8, for all reasonable losses, expenses and liabilities (including any interest paid by Lender to lenders of funds borrowed by it to make or carry its LIBOR Loans and any loss, expense or liability sustained by Lender in connection with the liquidation or re-employment of such funds) which Lender may sustain: (i) if for any reason (other than a default by Lender) a borrowing of any LIBOR Loan by Company or Imerys Canada, as the case may be, does not occur on a date specified therefor in a Notice of Borrowing, or a conversion to or continuation of any LIBOR Loan does not occur on a date specified therefor in a Notice of Conversion/Continuation; (ii) if any prepayment or other principal payment or any conversion of any of its LIBOR Loans (including any prepayment or conversion occasioned by the circumstances described in subsection 2.6C) made to Company or Imerys Canada, as the case may be, occurs on a date prior to the last day of an Interest Period applicable to that Loan; (iii) if any prepayment of any of its LIBOR Loans made to Company or Imerys Canada, as the case may be, is not made on any date specified in a notice of prepayment given by Company or Imerys Canada, as the case may be; or (iv) as a consequence of any other default by Company or Imerys Canada, as the case may be, in the repayment of its LIBOR Loans made to Company or Imerys Canada, as the case may be, when required by the terms of this Agreement.

E. Booking of LIBOR Loans. Lender may make, carry or transfer LIBOR Loans at, to, or for the account of any of its offices or the office of an Affiliate of Lender.

F. Assumptions Concerning Funding of LIBOR Loans. Calculation of all amounts payable to Lender under this subsection 2.6 and under subsection 2.7A shall be made as though Lender had funded each of its LIBOR Loans through the purchase of a LIBOR deposit bearing interest at the rate obtained pursuant to clause (b) of the definition of LIBOR in an amount equal to the amount of such LIBOR Loan and having a maturity comparable to the relevant Interest Period, whether or not its LIBOR Loans had been funded in such manner.

G. LIBOR Loans After Default. Upon the election of Lender during the continuation of an Event of Default, (i) neither Company nor Imerys Canada may elect to have a Loan be made or maintained as, or converted to, a LIBOR Loan after the expiration of any Interest Period then in effect for that Loan and (ii) subject to the provisions of subsection 2.6D, any Notice of Borrowing or Notice of Conversion/Continuation given by Company or Imerys Canada with respect to a requested borrowing or conversion/continuation that has not yet occurred shall be deemed to be for a Base Rate Loan or, if the conditions to making a Loan set forth in subsection 4.2 cannot then be satisfied, to be rescinded by Company or Imerys Canada, as the case may be.

2.7 Increased Costs; Taxes; Capital Adequacy.

A. Compensation for Increased Costs. Subject to the provisions of subsection 2.7B (which shall be controlling with respect to the matters covered thereby), in the

event that Lender shall determine (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto) that any Change in Law:

(i) subjects Lender to any additional Tax of any kind whatsoever (except for (A) Indemnified Taxes, (B) Taxes described in clauses (iii) and (iv) of the definition of Excluded Taxes and (C) Connection Income Taxes) with respect to this Agreement or any of its obligations hereunder or any payments to Lender of principal, interest, fees or any other amount payable hereunder;

(ii) imposes, modifies or holds applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets held by, or deposits or other liabilities in or for the account of, or advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of Lender (other than any such reserve or other requirements with respect to LIBOR Loans that are reflected in the definition of LIBOR); or

(iii) imposes any other condition (other than with respect to Taxes) on or affecting Lender or its obligations hereunder or the London interbank market; and the result of any of the foregoing is to increase the cost to Lender of agreeing to make, making or maintaining its Loans or Commitments or to reduce any amount received or receivable by Lender with respect thereto;

then, in any such case, Company or Imerys Canada, as the case may be, shall promptly pay to Lender, upon receipt of the statement referred to in subsection 2.8A, such additional amount or amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as Lender in its sole discretion shall determine) as may be necessary to compensate Lender on an after-tax basis for any such increased cost or reduction in amounts received or receivable hereunder in respect of Loans made to it. Neither Company nor Imerys Canada shall be required to compensate Lender pursuant to this subsection 2.7A for any increased cost or reduction in respect of a period occurring more than six months prior to the date on which Lender notifies Company or Imerys Canada, as the case may be, of such Change in Law and Lender's intention to claim compensation therefor, except, if the Change in Law giving rise to such increased cost or reduction is retroactive, no such time limitation shall apply so long as Lender requests compensation within six months from the date on which the applicable Government Authority informed Lender of such Change in Law.

B. Taxes.

(i) Payments to Be Free and Clear. Any and all payments by or on account of any Obligation of Company and Imerys Canada under this Agreement and the other Loan Documents shall be made free and clear of, and without any deduction or withholding on account of, any Taxes required by law.

(ii) Grossing-up of Payments. If Company, Imerys Canada or any other Person is required by law to make any deduction or withholding on account of any

Tax from any sum paid or payable by Company or Imerys Canada to Lender under any of the Loan Documents:

(a) Company or Imerys Canada, as the case may be, shall notify Lender of any such requirement or any change in any such requirement as soon as Company becomes aware of it;

(b) Company or Imerys Canada, as the case may be, shall timely pay any such Tax to the relevant Government Authority when such Tax is due, in accordance with Applicable Law;

(c) unless such Tax is an Excluded Tax, the sum payable by Company or Imerys Canada, as the case may be, shall be increased to the extent necessary to ensure that, after making the required deductions (including deductions applicable to additional sums payable under this subsection 2.7B(ii)), Lender receives on the due date a net sum equal to the sum it would have received had no such deduction been required or made; and

(d) within 30 days after paying any sum from which it is required by law to make any such deduction, and within 30 days after the due date of payment of any Tax which it is required by clause (b) above to pay, Company or Imerys Canada, as the case may be, shall deliver to Lender the original or a certified copy of an official receipt or other document satisfactory to the other affected parties to evidence the payment and its remittance to the relevant Government Authority.

(iii) Indemnification by Company and Imerys Canada. Each of Company and Imerys Canada shall indemnify Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes (including for the full amount of any Indemnified Taxes imposed or asserted on or attributable to amounts payable under this subsection 2.7B) paid by Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Government Authority in each case, that are attributable to the Loans made to it hereunder. A certificate as to the amount of such payment or liability delivered to Company and/or Imerys Canada, as the case may be, by Lender shall be conclusive absent manifest error. If Company or Imerys Canada reasonably believes that any such Indemnified Taxes were not correctly or legally asserted, Lender will use reasonable efforts to cooperate with Company and Imerys Canada, at Company's and/or Imerys Canada's, as the case may be, expense, in pursuing a refund of such Indemnified Taxes.

(iv) Tax Status of Lender. Unless not legally entitled to do so:

(a) At such times as reasonably requested by Company or Imerys Canada, Lender shall deliver such forms or other documentation

prescribed by Applicable Law or reasonably requested by Company or Imerys Canada as will enable Company or Imerys Canada to determine whether or not Lender is subject to backup withholding or information reporting requirements;

(b) each Foreign Lender that is entitled to an exemption from or reduction of any Tax with respect to payments hereunder or under any other Loan Document shall deliver to Company and Imerys Canada, on or prior to the date on which such Foreign Lender becomes a lender under this Agreement (and from time to time thereafter, as may be necessary in the determination of Company or Imerys Canada in the reasonable exercise of its discretion), such properly completed and duly executed forms or other documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding;

(c) without limiting the generality of the foregoing, in the event that Company or Imerys Canada is resident for tax purposes in the United States, each Foreign Lender shall deliver to Company and/or Imerys Canada, as the case may be, on or prior to the date on which such Foreign Lender becomes a lender under this Agreement (and from time to time thereafter, as may be necessary in the determination of Company or Imerys Canada in the reasonable exercise of its discretion), whichever of the following is applicable:

(1) properly completed and duly executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(2) properly completed and duly executed copies of Internal Revenue Service Form W-8ECI,

(3) in the case of a Foreign Lender claiming the benefits of the exemption "portfolio interest" under Section 881(c) of the Internal Revenue Code, (a) a duly executed certificate to the effect that such Foreign Lender is not (i) a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, (ii) a ten-percent shareholder (within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code) of Company or, if Imerys Canada is resident for tax purposes in the United States, Imerys Canada or (iii) a controlled foreign corporation described in Section 881(c)(3)(C) of the Internal Revenue Code and (b) properly completed and duly executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E,

(4) properly completed and duly executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in any Tax,

(5) in each case together with such supplementary documentation as may be prescribed by Applicable Law to permit Company, Imerys Canada and Lender to determine the withholding or deduction required to be made, if any, and

(6) duly executed and properly completed copies of Internal Revenue Service Form W-8IMY (or any successor forms) properly completed and duly executed by such Foreign Lender, together with any information, if any, such Foreign Lender chooses to transmit with such form that is reasonably acceptable to Company and Imerys Canada, and any other certificate or statement of exemption required under the Internal Revenue Code or the regulations thereunder, to establish that such Foreign Lender is not acting for its own account with respect to a portion of any such sums payable to such Foreign Lender;

(7) without limiting the generality of the foregoing, in the event that Company or Imerys Canada is resident for tax purposes in the United States, any lender hereunder that is not a Foreign Lender and has not otherwise established to the reasonable satisfaction of Company and Imerys Canada that it is an exempt recipient (as defined in Section 6049(b)(4) of the Internal Revenue Code and the United States Treasury Regulations thereunder) shall deliver to Company and Imerys Canada on or prior to the date on which such lender becomes a lender under this Agreement (and from time to time thereafter as prescribed by Applicable Law or upon the request of Company or Imerys Canada), duly executed and properly completed copies of Internal Revenue Service Form W-9;

(8) without limiting the generality of the foregoing, if a payment made to Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), Lender shall deliver to Company and Imerys Canada at the time or times prescribed by law and at such time or times reasonably requested by Company or Imerys Canada such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by Company or Imerys Canada as may be necessary for Company or Imerys Canada to comply with its obligations under FATCA and to determine that Lender has

complied with Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment (solely for purposes of this clause (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement); and

(9) without limiting the generality of the foregoing, Lender hereby agrees, from time to time after the initial delivery by Lender of such forms, whenever a lapse in time or change in circumstances renders such forms, certificates or other evidence so delivered obsolete or inaccurate in any material respect, that Lender shall promptly (1) deliver to Company and Imerys Canada two original copies of renewals, amendments or additional or successor forms, properly completed and duly executed by Lender, together with any other certificate or statement of exemption required in order to confirm or establish that Lender is entitled to an exemption from or reduction of any Tax with respect to payments to Lender under the Loan Documents and, if applicable, that Lender does not act for its own account with respect to any portion of such payment, or (2) notify Company and Imerys Canada of its inability to deliver any such forms, certificates or other evidence.

(v) Treatment of Certain Refunds. If Lender determines, in its sole discretion, that it has received a refund of any Taxes as to which it has been indemnified by Company or Imerys Canada or with respect to which Company or Imerys Canada has paid additional amounts pursuant to this subsection 2.7B, it shall pay to Company or Imerys Canada, as the case may be, an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by Company or Imerys Canada under this subsection 2.7B with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses of Lender and without interest (other than any interest paid by the relevant Government Authority with respect to such refund), provided that Company and Imerys Canada, as the case may be, upon the request of Lender, agrees to repay the amount paid over to Company or Imerys Canada, as the case may be (plus any penalties, interest or other charges imposed by the relevant Government Authority), to Lender in the event Lender is required to repay such refund to such Government Authority. Notwithstanding anything to the contrary in this subsection 2.7B(v), in no event will Lender be required to pay any amount to Company or Imerys Canada pursuant to this subsection 2.7B(v) the payment of which would place Lender in a less favorable net after-Tax position than Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to Company, Imerys Canada or any other Person.

C. Capital Adequacy Adjustment. If Lender shall have determined, acting reasonably, that any Change in Law regarding capital adequacy or liquidity requirements has or would have the effect of reducing the rate of return on the capital of Lender or any corporation controlling Lender as a consequence of, or with reference to, Lender's Loans or Commitments or other obligations hereunder with respect to the Loans to a level below that which Lender or such controlling corporation could have achieved but for such Change in Law (taking into consideration the policies of Lender or such controlling corporation with regard to capital adequacy and liquidity requirements), then from time to time, within ten Business Days after receipt by Company and Imerys Canada, as the case may be, from Lender of the statement referred to in subsection 2.8A, Company and Imerys Canada, as the case may be, shall pay to Lender such additional amount or amounts as will compensate Lender or such controlling corporation on an after-tax basis for such reduction. Neither Company nor Imerys Canada shall be required to compensate Lender pursuant to this subsection 2.7C for any reduction in respect of a period occurring more than six months prior to the date on which Lender notifies Company or Imerys Canada, as the case may be, of such Change in Law and Lender's intention to claim compensation therefor, except, if the Change in Law giving rise to such reduction is retroactive, no such time limitation shall apply so long as Lender requests compensation within six months from the date on which the applicable Government Authority informed Lender of such Change in Law or Lender otherwise became aware of such Change in Law.

2.8 Statement of Lender; Obligation of Lender to Mitigate.

A. Statements. If Lender claims compensation or reimbursement pursuant to subsection 2.6D, 2.7 or 2.8B, Lender shall deliver to Company and/or Imerys Canada, as the case may be, a written statement, setting forth in reasonable detail the basis of the calculation of such compensation or reimbursement, which statement shall be conclusive and binding upon all parties hereto absent manifest error.

B. Mitigation. Lender agrees that, as promptly as practicable after the officer of Lender responsible for administering the Loans of Lender becomes aware of the occurrence of an event or the existence of a condition that would cause Lender to become an Affected Lender or that would entitle Lender to receive payments under subsection 2.7, it will use reasonable efforts to make, issue, fund or maintain the Commitments of Lender or the Loans of Lender through another lending office of Lender, if (i) as a result thereof the circumstances which would cause Lender to be an Affected Lender would cease to exist or the additional amounts which would otherwise be required to be paid to Lender pursuant to subsection 2.7 would be materially reduced and (ii) as determined by Lender acting reasonably, such action would not otherwise be disadvantageous to Lender; provided that Lender will not be obligated to utilize such other lending office pursuant to this subsection 2.8B unless Company or Imerys Canada, as the case may be, agrees to pay all incremental expenses incurred by Lender as a result of utilizing such other lending office as described above.

Section 3. [RESERVED]

Section 4. CONDITIONS TO LOANS

4.1 Conditions to Closing Date.

The occurrence of the Closing Date and the obligation of Lender to make the Loans are, in addition to the conditions precedent specified in subsection 4.2, subject to prior or concurrent satisfaction (or waiver) of the following conditions:

A. Loan Party Documents. On or before the Closing Date, Company and Imerys Canada shall, and shall cause each other Loan Party to, deliver to Lender with such number of originally executed copies as may be requested by Lender, the following with respect to Company or such Loan Party, as the case may be, each, unless otherwise noted, dated the Closing Date:

(i) Copies of the Organizational Documents of such Person, certified by the Secretary of State (or other applicable governmental official) of its jurisdiction of organization or, if such document is of a type that may not be so certified, certified by the secretary or similar officer of the applicable Loan Party, together with a good standing certificate from the Secretary of State (or similar office) of its jurisdiction of organization and, to the extent the failure to be so qualified would reasonably be expected to have a Material Adverse Effect, each other state in which such Person is qualified to do business and, to the extent generally available, a certificate or other evidence of good standing as to payment of any applicable franchise or similar taxes from the appropriate taxing authority of each of such jurisdictions, each dated a recent date prior to the Closing Date;

(ii) Resolutions of the Governing Body of such Person approving and authorizing the execution, delivery and performance of those certain Loan Documents to be executed and delivered on the Closing Date to which it is a party, certified as of the Closing Date by the secretary or similar officer of such Person as being in full force and effect without modification or amendment;

(iii) Signature and incumbency certificates of the officers of such Person executing those certain Loan Documents to be executed and delivered on the Closing Date to which it is a party;

(iv) Executed copies (or to the extent requested by Lender originals) of those certain Loan Documents to be executed and delivered on the Closing Date to which such Person is a party; and

(v) Such other documents as Lender may reasonably request.

B. Expenses. Company and Imerys Canada shall have paid to Lender any expenses payable under subsection 9.2 to the extent invoiced on or prior to the Closing Date.

C. Representations and Warranties; Performance of Agreements. Company and Imerys Canada shall have delivered to Lender an Officer's Certificate in the form attached as Exhibit III to the effect that the representations and warranties of Company and each other Loan Party contained in this Agreement and in the other Loan Documents are true and correct in all material respects on and as of the Closing Date to the same extent as though made on and as of that date (or, to the extent such representations and warranties specifically relate to an earlier date, that such representations and warranties were true, correct and complete in all material

respects on and as of such earlier date); provided that, if a representation and warranty is qualified as to materiality, the applicable materiality qualifier set forth above shall be disregarded with respect to such representation and warranty.

D. Security Interests in Personal Property. Imerys Canada, Company and the Subsidiary Guarantors shall have taken or caused to be taken all such actions, executed and delivered or caused to be executed and delivered all such agreements, documents and instruments, and made or caused to be made all such filings and recordings (other than the filing or recording of items described in clauses (ii), (iii) and (iv) below) that may be necessary or, in the reasonable opinion of Lender, desirable in order to confirm or create, as the case may be, in favor of Lender a valid and (upon such filing and recording) perfected First Priority security interest in the entire personal property Collateral, to the extent required by the Collateral Documents. Such actions shall include the following:

(i) Stock Certificates and Instruments. To the extent not already in the possession of Lender, delivery to Lender of (a) certificates (which certificates shall be accompanied by irrevocable undated stock powers, duly endorsed in blank) representing all Capital Stock pledged pursuant to Collateral Documents and (b) all promissory notes or other instruments (duly endorsed, where appropriate) evidencing any Collateral required to be pledged under the Collateral Documents;

(ii) Lien Searches and UCC/PPSA Termination Statements. Delivery to Lender of (a) the results of a recent search of all effective UCC and PPSA financing statements and all judgment and tax lien filings (or their foreign equivalents) which may have been made with respect to any personal property of any Loan Party, together with copies of all such filings disclosed by such search, and (b) duly completed UCC and PPSA termination statements (or their foreign equivalents), and authorization of the filing thereof from the applicable secured party, as may be necessary to terminate any effective UCC and PPSA financing statements (or their foreign equivalents) disclosed in such search (other than any such financing statements in respect of Liens permitted to remain outstanding pursuant to the terms of this Agreement).

(iii) UCC/PPSA Financing Statements. Delivery to Lender of duly completed UCC and PPSA financing statements (or their foreign equivalents) for each Loan Party with respect to all personal property Collateral of such Loan Party, for filing in all jurisdictions as may be necessary or, in the reasonable opinion of Lender, desirable to perfect the security interests created in such Collateral pursuant to the Collateral Documents; and

(iv) Cover Sheets, etc. Delivery to Lender of all cover sheets or other documents or instruments required to be filed with any IP Filing Office in order to create or perfect Liens in respect of any IP Collateral, together with releases duly executed (if necessary) of security interests by all applicable Persons for filing in all applicable jurisdictions as may be necessary to terminate any effective filings in any IP Filing Office in respect of any IP Collateral (other than any such filings in

respect of Liens permitted to remain outstanding pursuant to the terms of this Agreement).

E. **Evidence of Insurance**. Lender shall have received a certificate from Company's and Imerys Canada's insurance broker or other evidence reasonably satisfactory to it reflecting that all insurance required to be maintained pursuant to subsection 6.4 is in full force and effect and that Lender has been named as additional insured and/or loss payee thereunder to the extent required under subsection 6.4.

F. **Recognition Order**. An order recognizing the DIP Order (the "**Recognition Order**") shall have been entered by the Canadian Court (as defined in the Chapter 11 Plan) in the Canadian Proceeding (as defined in the Chapter 11 Plan), which order shall be in full force and effect and shall not have been reversed, modified, amended or stayed (or application therefor made);

G. **Related Orders**. Any orders affecting or concerning the Collateral entered in the Chapter 11 Case shall have been in form and substance satisfactory to Lender.

H. **Appointment of Trustee**. No trustee under chapter 7 or chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in the Chapter 11 Case.

I. **Budget**. Lender shall have received, and Lender and each Non-Debtor Plan Proponent shall be satisfied with, the Initial Budget (such satisfaction of the Non-Debtor Plan Proponents not to be unreasonably withheld, conditioned or delayed).

4.2 **Conditions to All Loans.**

The obligation of Lender to make its Loans on each Funding Date are subject to the following further conditions precedent:

A. Lender shall have received before that Funding Date, in accordance with the provisions of subsection 2.1B, a duly executed Notice of Borrowing, in each case signed by a Responsible Officer.

B. As of that Funding Date:

(i) The representations and warranties contained herein and in the other Loan Documents shall be true and correct in all material respects on and as of that Funding Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date; provided, that, if a representation and warranty is qualified as to materiality, the materiality qualifier set forth above shall be disregarded with respect to such representation and warranty for purposes of this condition;

(ii) No event shall have occurred and be continuing or would result from the consummation of the borrowing contemplated by such Notice of Borrowing that would constitute an Event of Default or a Potential Event of Default;

(iii) (A) the Bankruptcy Court shall have entered the DIP Order, (B) the Canadian Court (as defined in the Chapter 11 Plan) shall have entered the Recognition Order, (C) the DIP Order and the Recognition Order (I) shall not have been vacated, reversed, modified or amended without the consent of Lender and each of the Non-Debtor Plan Proponents and (II) shall otherwise be in full force and effect, (D) no motion for reconsideration or re-argument of, or any objection to, the DIP Order or the Recognition Order shall have been timely filed and remain pending and (E) no appeal of the DIP Order or the Recognition Order shall have been timely filed and remain pending and neither the DIP Order nor the Recognition Order shall in any respect be the subject of an effective stay pending appeal (whether statutory or otherwise); and

(iv) no administrative claim that is senior to or *pari passu* with the superpriority claims of Lender shall exist, other than claims secured by the Permitted Encumbrances, ITC Stipulated Claims (as defined in the Chapter 11 Plan) and the Carve Out.

Section 5. COMPANY'S AND IMERYS CANADA'S REPRESENTATIONS AND WARRANTIES

In order to induce Lender to enter into this Agreement and to make the Loans, each of Company and Imerys Canada represents and warrants to Lender:

5.1 Organization, Powers, Qualification, Good Standing, Business and Subsidiaries.

A. Organization and Powers. Each of Imerys Canada, Imerys Vermont and Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation as specified in Schedule 5.1 annexed hereto. Each of Imerys Canada, Imerys Vermont and Company has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby.

B. Qualification and Good Standing. Each of Imerys Canada, Imerys Vermont and Company is qualified to do business and in good standing in every jurisdiction where its assets are located and wherever necessary to carry out its business and operations, except in jurisdictions where the failure to be so qualified or in good standing has not had and could not reasonably be expected to result in a Material Adverse Effect.

C. Conduct of Business. Imerys Canada, Company and the Subsidiaries are engaged only in the businesses permitted to be engaged in pursuant to subsection 7.11.

D. Capital Stock. The Capital Stock of Imerys Canada, Company and each of the Subsidiaries is duly authorized, validly issued, fully paid and nonassessable and none of such Capital Stock constitutes Margin Stock.

E. Subsidiaries. All of the Subsidiaries of Imerys Canada and Company and their jurisdictions of organization are identified in Schedule 5.1 annexed hereto, as said Schedule 5.1 may be supplemented from time to time pursuant to the provisions of subsection 6.1(xiv). Each of the Subsidiaries of Imerys Canada and Company identified in Schedule 5.1 annexed hereto (as so supplemented) is a corporation, partnership, trust or limited liability company duly organized, validly existing and in good standing under the laws of its respective jurisdiction of organization set forth therein, has all requisite power and authority to own and operate its properties and to carry on its business as now conducted and as proposed to be conducted, and is qualified to do business and in good standing in every jurisdiction where its assets are located and wherever necessary to carry out its business and operations, in each case except where failure to be so qualified or in good standing or a lack of such power and authority has not had and could not reasonably be expected to result in a Material Adverse Effect. Schedule 5.1 annexed hereto (as so supplemented) correctly sets forth, as of the Closing Date, the ownership interests of Imerys Canada, Company and each of the Subsidiaries in each of the Subsidiaries of Imerys Canada and Company identified therein.

5.2 Authorization of Borrowing, etc.

A. Authorization of Borrowing. The execution, delivery and performance of the Loan Documents have been duly authorized by all necessary action on the part of each Loan Party that is a party thereto.

B. No Conflict. The execution, delivery and performance by Loan Parties of the Loan Documents and the consummation of the transactions contemplated by the Loan Documents do not and will not (i) violate any provision of any law or any governmental rule or regulation applicable to Imerys Canada, Company or any of the Subsidiaries, the Organizational Documents of Imerys Canada, Company or any of the Subsidiaries or any order, judgment or decree of any court or other Government Authority binding on Imerys Canada, Company or any of the Subsidiaries, (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any Contractual Obligation of Imerys Canada, Company or any of the Subsidiaries, except for any such conflict, breach or default which could not reasonably be expected to have a Material Adverse Effect, (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets of Imerys Canada, Company or any of the Subsidiaries (other than any Liens created under any of the Loan Documents in favor of Lender), or (iv) require any approval of stockholders or any approval or consent of any Person under any material Contractual Obligation of Imerys Canada, Company or any of the Subsidiaries, except for such approvals or consents (x) which have been obtained or will be obtained on or before the Closing Date or (y) the absence of which could not reasonably be expected to have a Material Adverse Effect.

C. Governmental Consents. The execution, delivery and performance by Loan Parties of the Loan Documents and the consummation of the transactions contemplated by the Loan Documents do not and will not require any Governmental Authorization, except for

(i) Governmental Authorizations as have been obtained or will be obtained on or before the Closing Date, (ii) filings in connection with perfecting the Liens securing the Collateral and (iii) the DIP Order.

D. **Binding Obligation**. Each of the Loan Documents has been duly executed and delivered by each Loan Party that is a party thereto and is the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

5.3 **Financial Condition; Budget.**

A. All financial statements of Imerys Canada, Company and the Subsidiaries previously delivered to Lender, other than pro forma or projected financial statements, were prepared in conformity with GAAP and fairly present, in all material respects, the financial position (on a consolidated basis) of the entities described in such financial statements as at the respective dates thereof and the results of operations and cash flows (on a consolidated basis) of the entities described therein for each of the periods then ended, subject to, in the case of any such unaudited financial statements, to changes resulting from audit, absence of footnotes and normal year-end adjustments. As of the Closing Date, neither Imerys Canada, Company nor any of the Subsidiaries has (and immediately following the funding of the Loans will not have) any Contingent Obligation, contingent liability or liability for taxes, long-term lease or unusual forward or long-term commitment that is not reflected in the foregoing financial statements or the notes thereto or on Schedule 7.4 annexed hereto and, as of any Funding Date subsequent to the Closing Date, is not reflected in the most recent financial statements delivered to Lender pursuant to subsection 6.1 or the notes thereto or on Schedule 7.4 annexed hereto and that, in any such case, is material in relation to the business, operations, properties, assets, condition (financial or otherwise) or prospects of Imerys Canada, Company or any of the Subsidiaries (except to the extent incurred after the period covered by such financial statements and such incurrence is permitted by this Agreement and except for any such matter that need not in accordance with GAAP, be reflected in such financial statements and which has been otherwise expressly disclosed to Lender in writing).

B. The Company has heretofore furnished the Budget to Lender and each Non-Debtor Plan Proponent, and any projections contained in such Budget are based upon good faith estimates and assumptions believed by Company to be reasonable at the time made, it being recognized by Lender that such projections as to future events are not to be viewed as facts and that actual results during the period or periods covered by any such projections may differ from the projected results.

5.4 No Material Adverse Change; No Restricted Junior Payments.

Since December 31, 2019, other than the Chapter 11 Cases or as set forth on Schedule 5.4, no event or change has occurred that has resulted in or evidences, either in any case or in the aggregate, a Material Adverse Effect that is continuing. Neither Imerys Canada, Company nor any of the Subsidiaries has directly or indirectly declared, ordered, paid or made, or set apart any sum or property for, any Restricted Junior Payment or agreed to do so except as permitted by subsection 7.5.

5.5 Title to Properties; Liens; Real Property; Intellectual Property.

A. Title to Properties; Liens. Imerys Canada, Company and the Subsidiaries have (i) good, sufficient and legal title to (in the case of fee interests in real property), (ii) valid leasehold or license interests in (in the case of leasehold or license interests in real or personal property), or (iii) good title to (in the case of all other personal property), all of their respective properties and assets reflected in the financial statements referred to in subsection 5.3 or in the most recent financial statements delivered to Lender pursuant to subsection 6.1 (subject to Liens permitted by subsection 7.2A), in each case except (A) for assets disposed of since the date of such financial statements in the ordinary course of business, (B) as otherwise permitted under subsection 7.7, or (C) where failure to have such title could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. Except as permitted by this Agreement, all such properties and assets are free and clear of Liens.

B. Real Property. As of the Closing Date, Schedule 5.5B annexed hereto contains a true, accurate and complete list of (i) all fee interests in any Real Property Assets and (ii) all leases, subleases, licenses or assignments of leases (together with all amendments, modifications, supplements, renewals or extensions of any thereof) affecting each Real Property Asset, regardless of whether a Loan Party is the landlord or tenant (whether directly or as an assignee or successor in interest) under such lease, sublease or assignment. Except as specified in Schedule 5.5B annexed hereto, as of the Closing Date each agreement listed in clause (ii) of the immediately preceding sentence is in full force and effect in accordance with its terms and no defaults by any Loan Party currently exist thereunder, and neither Company nor Imerys Canada has knowledge of any defaults by any third party currently existing thereunder, in any case where any such defaults could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. Each such agreement constitutes the legally valid and binding obligation of each applicable Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles.

C. Intellectual Property. As of the Closing Date, Imerys Canada, Company and the Subsidiaries own or have the right to use, all Intellectual Property used in the conduct of their business, except where the failure to own or have such right to use in the aggregate could not reasonably be expected to result in a Material Adverse Effect. No claim has been asserted and is pending by any Person challenging or questioning the use of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property, nor does Imerys Canada nor Company know of any valid basis for any such claim, except for such claims that in the aggregate could not reasonably be expected to result in a Material Adverse Effect. The use of such Intellectual Property

by Imerys Canada, Company and the Subsidiaries does not infringe on the rights of any Person, except for such claims and infringements that, in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. All federal, state and foreign registrations of and applications for Intellectual Property, and all unregistered Intellectual Property, that are owned or licensed by Imerys Canada, Company or any of the Subsidiaries on the Closing Date and that are material to their respective operations are described on Schedule 5.5C annexed hereto.

5.6 Litigation; Adverse Facts.

Other than the Chapter 11 Case or as described on Schedule 5.4 annexed hereto, there are no Proceedings (whether or not purportedly on behalf of Imerys Canada, Company or any of the Subsidiaries) at law or in equity, or before or by any court or other Government Authority (including any Environmental Claims) that are pending or, to the knowledge of Company, threatened against Imerys Canada, Company or any of the Subsidiaries or any property or operations of Imerys Canada, Company or any of the Subsidiaries and that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. Neither Imerys Canada, Company nor any of the Subsidiaries (i) is in violation of any Applicable Laws (including applicable Environmental Laws) that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect, or (ii) is subject to or in default with respect to any final judgments, writs, injunctions, or decrees of any court or other Government Authority that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

5.7 Payment of Taxes.

Except to the extent permitted by subsection 6.3, all tax returns and reports of Imerys Canada, Company and the Subsidiaries required to be filed by any of them have been timely filed, and all Taxes, fees and other governmental charges upon Imerys Canada, Company and the Subsidiaries and upon their respective properties, assets, income, businesses and franchises that are due and payable have been paid when due and payable, except where failure to do so could not reasonably be expected to have a Material Adverse Effect. Neither Company nor Imerys Canada knows of any proposed Tax assessment (in a material amount) for prior periods against Imerys Canada, Company or any of the Subsidiaries that will not be promptly paid or contested by Imerys Canada, Company or such Subsidiary in good faith and by appropriate proceedings; provided that such reserves or other appropriate provisions, if any, as shall be required in conformity with GAAP shall have been made or provided therefor during the period that such contest is pending.

5.8 Performance of Agreements.

Neither Imerys Canada, Company nor any of the Subsidiaries is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any of its Contractual Obligations, and no condition exists that, with the giving of notice or the lapse of time or both, would constitute such a default, except in either case where the consequences, direct or indirect, of such default or defaults, if any, could not reasonably be expected to result in a Material Adverse Effect.

5.9 Governmental Regulation.

Neither Imerys Canada, Company nor any of the Subsidiaries is subject to regulation under the Investment Company Act of 1940 or under any other federal or state statute or regulation which may limit its ability to incur Indebtedness or which may otherwise render all or any portion of the Obligations unenforceable. Neither Imerys Canada, Company nor any of the Subsidiaries is a "registered investment company" or a company "controlled" by a "registered investment company" or a "principal underwriter" of a "registered investment company" as such terms are defined in the Investment Company Act of 1940.

5.10 <u>Securities Activities.</u>

A. Neither Imerys Canada, Company nor any of the Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock.

B. Following application of the proceeds of each Loan, not more than 25% of the value of the assets (either of Company only or of Imerys Canada, Company and the Subsidiaries on a consolidated basis) subject to the provisions of subsection 7.2 or 7.7 or subject to any restriction contained in any agreement or instrument, between Company, Imerys Canada and Lender or any Affiliate of Lender (other than a Loan Party), relating to Indebtedness and within the scope of subsection 8.2, will be Margin Stock.

5.11 <u>Employee Benefit Plans.</u>

A. Company and each of the Subsidiaries and each of their respective ERISA Affiliates are in compliance with all applicable provisions and requirements of ERISA and the regulations and published interpretations thereunder with respect to each Employee Benefit Plan, except for instances of non-compliance that individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect, and have performed all their obligations under each Employee Benefit Plan, except for instances of non-performance that individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect. Except for any formal written qualification requirement with respect to which the remedial amendment period set forth in Section 401(b) of the Internal Revenue Code, and regulations and rulings thereunder, has not expired, each Employee Benefit Plan that is intended to qualify under Section 401(a) of the Internal Revenue Code is so qualified.

B. Except for the Chapter 11 Cases, no ERISA Event has occurred or is reasonably expected to occur.

C. <u>Schedule 5.11</u> lists the Multiemployer Plans to which Company and the Subsidiaries contribute.

D. As of the Closing Date, Imerys Canada, Company and the Subsidiaries have made full payment when due of all required contributions to any Canadian Defined Benefit Plan unless such nonpayment could not reasonably be expected to cause a Material Adverse Effect.

E. Imerys Canada is in compliance with all applicable laws (including, without limitation, the provisions and requirements of the *Income Tax Act* (Canada) and the regulations and published interpretations thereunder) with respect to each Canadian Defined Benefit Plan,

except for instances of non-compliance that individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect, and have performed all their obligations under each Canadian Defined Benefit Plan, except for instances of non-performance that individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect. As of the Closing Date, Imerys Canada, Company and the Subsidiaries have made full payment when due of all required contributions to any Canadian Employee Plan unless such nonpayment could not reasonably be expected to cause a Material Adverse Effect.

5.12 Certain Fees.

No broker's or finder's fee or commission will be payable with respect to this Agreement or any of the transactions contemplated hereby, and each of Company and Imerys Canada hereby indemnifies Lender against, and agrees that it will hold Lender harmless from, any claim, demand or liability for any such broker's or finder's fees alleged to have been incurred in connection herewith or therewith and any expenses (including reasonable fees, expenses and disbursements of counsel in accordance with subsection 9.3) arising in connection with any such claim, demand or liability.

5.13 Environmental Protection.

Except as described on Schedule 5.13:

(i) Neither Imerys Canada, Company nor any of the Subsidiaries is subject to any outstanding written order, consent decree or settlement agreement with any Person in respect of their Facilities or operations relating to (a) any Environmental Law, (b) any Environmental Claim, or (c) any Hazardous Materials Activity, that, in each case, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect;

(ii) Neither Imerys Canada, Company nor any of the Subsidiaries has received any letter or request for information under Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9604) or any comparable state law that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect;

(iii) To each of Company's and Imerys Canada's knowledge, there are and have been no conditions, occurrences, or Hazardous Materials Activities that could reasonably be expected to form the basis of an Environmental Claim against Imerys Canada, Company or any of the Subsidiaries that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect;

(iv) Neither Imerys Canada, Company nor any of the Subsidiaries nor, to Company's knowledge, any predecessor of Imerys Canada, Company or any of the Subsidiaries has filed any notice under any Environmental Law indicating past or present treatment of Hazardous Materials at any Facility, and none of Imerys Canada's, Company's or any of the Subsidiaries' operations involves the generation, transportation, treatment, storage or disposal of hazardous waste that requires a permit under 40 C.F.R. Parts 262, 264 or 265 or any comparable state

Environmental Law unless such permit has been obtained and is in full force and effect, in each case, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect;

(v) Compliance with all requirements pursuant to or under applicable Environmental Laws would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Effect.

5.14 Employee Matters.

There is no strike or work stoppage in existence or threatened involving Imerys Canada, Company or any of the Subsidiaries that could reasonably be expected to result in a Material Adverse Effect.

5.15 Matters Relating to Collateral.

A. Creation, Perfection and Priority of Liens. The Collateral Documents, taken together with the DIP Order, are effective to create in favor of Lender a legal, valid, continuing and enforceable First Priority security interest in the Collateral subject, as to priority only, to the Carve Out, Permitted Encumbrances and Liens permitted pursuant to subsection 7.2A(ii). Pursuant to the terms of the DIP Order, no filing or other action will be necessary to perfect or protect such Liens and security interests.

B. Governmental Authorizations. No authorization, approval or other action by, and no notice to or filing with, any Government Authority is required for either (i) the pledge or grant by any Loan Party of the Liens created in favor of Lender pursuant to any of the Collateral Documents or (ii) the exercise by Lender of any rights or remedies in respect of any Collateral (whether specifically granted or created pursuant to any of the Collateral Documents or created or provided for by Applicable Law), except (x) for filings or recordings contemplated by the Collateral Documents, (y) as may be required, in connection with the disposition of any Pledged Collateral, by laws generally affecting the offering and sale of securities and (z) the DIP Order.

C. Margin Regulations. The pledge of the Pledged Collateral pursuant to the Collateral Documents does not violate Regulation T, U or X of the Board of Governors of the Federal Reserve System.

D. Information Regarding Collateral. All information supplied to Lender by or on behalf of any Loan Party with respect to any of the Collateral (in each case taken as a whole with respect to any particular Collateral) is accurate and complete in all material respects.

5.16 Disclosure.

As of the Closing Date, no representation or warranty of Imerys Canada, Company or any of the Subsidiaries contained in any Loan Document, or in any other document, certificate or written statement furnished to Lender by or on behalf of Imerys Canada, Company or any of their Affiliates for use in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances in

which the same were made. Any projections and pro forma financial information contained in such materials are based upon good faith estimates and assumptions believed by Company and Imerys Canada to be reasonable at the time made, it being recognized by Lender that such projections as to future events are not to be viewed as facts and that actual results during the period or periods covered by any such projections may differ from the projected results. There are no facts known (or which should upon the reasonable exercise of diligence be known) to Company or Imerys Canada (other than matters of a general economic nature) that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect and that have not been disclosed herein or in other documents, certificates and statements furnished to Lender for use in connection with the transactions contemplated hereby.

5.17 AML Laws; Anti-Corruption Laws and Sanctions.

Imerys Canada and Company have implemented and maintain in effect policies and procedures designed to ensure compliance by Imerys Canada, Company, the Subsidiaries and their respective directors, officers, employees and agents with applicable Anti-Corruption Laws, applicable AML Laws and applicable Sanctions. None of (a) Company, Imerys Canada, any of the Subsidiaries or any of their respective directors or officers, or, to the knowledge of Company, any of their respective employees or Affiliates, or (b) to the knowledge of Company and Imerys Canada, any agent of any of Company, Imerys Canada or any of the Subsidiaries or other Affiliates that will act in any capacity in connection with or benefit from the credit facility established hereby (i) is a Sanctioned Person, or (ii) is in violation of AML Laws, Anti-Corruption Laws, or Sanctions. No Loan, or the proceeds of any Loan, or any other transaction contemplated by this Agreement or any other Loan Document will cause a violation of AML Laws, Anti-Corruption Laws or applicable Sanctions by any Person participating in the transactions contemplated by this Agreement, whether as lender, borrower, guarantor, agent, or otherwise. Each of Company and Imerys Canada represents that neither it nor any of the Subsidiaries or, to the knowledge of Company and Imerys Canada, any other Affiliate has engaged in or intends to engage in any dealings or transactions with, or for the benefit of, any Sanctioned Person or with or in any Sanctioned Country in violation of applicable law. No Loan relates, directly or indirectly, to any activities or business of or with a Sanctioned Person or with or in a Sanctioned Country.

5.18 Reorganization Matters.

A. The Chapter 11 Case was commenced on the Petition Date in accordance with Applicable Law. Proper notice for (i) the motion seeking approval of the Loan Documents and the DIP Order and (ii) the hearing for the approval of the DIP Order, in each case, has been or will be given. Company and Imerys Canada shall give, on a timely basis as specified in the DIP Order, all notices required to be given to all parties specified in the DIP Order.

B. Pursuant to and to the extent permitted in the DIP Order, the Obligations will constitute allowed administrative expense claims in the Chapter 11 Case having priority over all administrative expense claims and unsecured claims against Company and Imerys Canada now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(l) of the Bankruptcy Code, subject, as to priority only, to the Carve

Out (including, with respect to Case Professionals, an amount not to exceed the Case Professional Carve Out Amount) and the ITC Stipulated Claims (as defined in the Chapter 11 Plan).

C. Each of the DIP Order and the Recognition Order is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), modified or amended without the consent of Lender.

D. Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the DIP Order, upon the maturity (whether by acceleration or otherwise) of any of the Obligations, Lender shall be entitled to immediate payment of such Obligations (subject to the proviso in the last sentence of subsection 2.1A) in accordance with the terms of Section 8 and to enforce the remedies provided for hereunder or under Applicable Law.

E. Each of Company and Imerys Canada has used and will use the proceeds of the Loans in accordance with subsection 2.5A.

Section 6. COMPANY'S AND IMERYS CANADA'S AFFIRMATIVE COVENANTS

Each of Company and Imerys Canada covenants and agrees that, so long as any of the Commitments hereunder shall remain in effect and until payment in full of all of the Loans and other Obligations (other than Unasserted Obligations), unless Lender shall otherwise give prior written consent, Company and Imerys Canada shall perform, and shall cause each of the Subsidiaries and each other Loan Party to perform, all covenants in this Section 6.

6.1 Financial Statements and Other Reports.

Each of Company and Imerys Canada will maintain, and cause each of the Subsidiaries to maintain, a system of accounting established and administered in accordance with sound business practices to permit preparation of financial statements in conformity with GAAP. Each of Company and Imerys Canada will deliver to Lender and the Non-Debtor Plan Proponents:

(i) Events of Default, etc.: promptly upon any officer of Company or Imerys Canada obtaining knowledge (a) of any condition or event that constitutes an Event of Default or Potential Event of Default, (b) that any Person has given any notice to Imerys Canada, Company or any of the Subsidiaries or taken any other action with respect to a claimed default or event or condition of the type referred to in subsection 8.2, or (c) of the occurrence of any event or change that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect, an Officer's Certificate specifying the nature and period of existence of such condition, event or change, or specifying the notice given or action taken by any such Person and the nature of such claimed Event of Default, Potential Event of Default, default, event or condition, and what action Company and Imerys Canada has taken, is taking and proposes to take with respect thereto;

(ii) Monthly and Quarterly Financials: upon the written request of Lender, as soon as available following such request and in any event within 30 days after the end of each requested month and within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year requested, (a) the consolidated

balance sheet of (I) Imerys Canada and (II) Company and the Subsidiaries, each as at the end of such fiscal period and the related consolidated statements of income, stockholders' equity and cash flows of Imerys Canada and the Company and the Subsidiaries, respectively, for such fiscal period and for the period from the beginning of the then current Fiscal Year to the end of such fiscal period, setting forth in each case in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year and the corresponding figures from the Financial Plan for the current Fiscal Year, to the extent prepared for such fiscal period, all in reasonable detail and certified by the chief financial officer of Imerys Canada and the Company, as the case may be, that they fairly present, in all material respects, the financial condition of Imerys Canada and the Company and the Subsidiaries, as the case may be, as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments and the absence of footnotes, and (b) a narrative report describing the operations of Imerys Canaada and the Company and the Subsidiaries, respectively, in the form prepared for presentation to senior management for such fiscal period and for the period from the beginning of the then current Fiscal Year to the end of such fiscal period;

(iii) Year-End Financials: upon the written request of Lender, as soon as available following such request and in any event within 90 days after the end of each requested Fiscal Year, (a) the consolidated and, to the extent otherwise prepared by Imerys Canada and the Company, as the case may be, consolidating balance sheets of (I) Imerys Canada and (II) Company and the Subsidiaries, each as at the end of such Fiscal Year and the related consolidated and, to the extent otherwise prepared by Imerys Canada and the Company, as the case may be, consolidating statements of income, stockholders' equity and cash flows of Imerys Canada and the Company and the Subsidiaries, respectively, for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the previous Fiscal Year, all in reasonable detail and certified by the chief financial officer of Imerys Canada and the Company, as the case may be, that they fairly present, in all material respects, the financial condition of Imerys Canada and the Company and the Subsidiaries, as the case may be, as at the dates indicated and the results of their operations and their cash flows for the periods indicated, (b) a narrative report describing the operations of Imerys Canada and the Company and the Subsidiaries, as the case may be, in the form prepared for presentation to senior management for such Fiscal Year, and (c) in the case of such consolidated financial statements, a report thereon of an independent certified public accountants of recognized national standing selected by Imerys Canada and the Company and reasonably satisfactory to Lender, which report shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of Imerys Canada and the Company and the Subsidiaries, as the case may be, as at the dates indicated and the results of their operations and their cash flows for the periods indicated in conformity with GAAP applied on a basis consistent with prior years (except as otherwise disclosed in such financial statements) and that the examination by such accountants in connection with such

consolidated financial statements has been made in accordance with generally accepted auditing standards;

(iv) Officer's Certificates: together with each delivery of quarterly financial statements delivered pursuant to subdivision (ii) above and annual financial statements delivered pursuant to subdivision (iii) above, an Officer's Certificate of Company stating that the signer has reviewed the terms of this Agreement and has made, or caused to be made under his supervision, a review in reasonable detail of the transactions and condition of Company and the Subsidiaries during the accounting period covered by such financial statements and that such review has not disclosed the existence at the end of such accounting period, and that the signer does not have knowledge of the existence as at the date of such Officer's Certificate, of any condition or event that constitutes an Event of Default or Potential Event of Default, or, if any such condition or event existed or exists, specifying the nature and period of existence thereof and what action Company has taken, is taking and proposes to take with respect thereto;

(v) Reconciliation Statements: if, as a result of any change in accounting principles and policies from those used in the preparation of the audited financial statements referred to in subsection 5.3, the consolidated financial statements of Company and the Subsidiaries delivered pursuant to subdivisions (ii), (iii) or (xi) of this subsection 6.1 will differ in any material respect from the consolidated financial statements that would have been delivered pursuant to such subdivisions had no such change in accounting principles and policies been made, then (a) together with the first delivery of financial statements pursuant to subdivision (ii), (iii) or (xi) of this subsection 6.1 following such change, consolidated financial statements of Company and the Subsidiaries for (y) the current Fiscal Year to the effective date of such change and (z) the two full Fiscal Years immediately preceding the Fiscal Year in which such change is made, in each case prepared on a pro forma basis as if such change had been in effect during such periods, and (b) together with each delivery of financial statements pursuant to subdivision (ii), (iii) or (xi) of this subsection 6.1 following such change, if required pursuant to subsection 1.2, a written statement of the chief accounting officer or chief financial officer of Company setting forth the differences which would have resulted if such financial statements had been prepared without giving effect to such change;

(vi) Accountants' Reports: promptly upon receipt thereof (unless restricted by applicable professional standards), copies of all reports submitted to Company by independent certified public accountants in connection with each annual, interim or special audit of the financial statements of Company and the Subsidiaries made by such accountants, including any comment letter submitted by such accountants to management in connection with their annual audit;

(vii) SEC Filings and Press Releases: promptly upon their becoming available, copies of (a) all regular and periodic reports and all registration statements (other than on Form S-8 or a similar form) and prospectuses, if any, filed

by Company or any of the Subsidiaries with any securities exchange or with the SEC or any governmental or private regulatory authority, and (b) all press releases and other statements that Company or any of the Subsidiaries would be required, if they were reporting issuers, to make available generally concerning material developments in the business of Company or any of the Subsidiaries;

(viii) Litigation or Other Proceedings: other than pleadings, orders or other documents filed with the Bankruptcy Court, promptly upon any Officer of Company or Imerys Canada obtaining knowledge of (1) the institution of any Proceeding against Imerys Canada, Company or any of the Subsidiaries or any property of Imerys Canada, Company or any of the Subsidiaries not previously disclosed in writing by Company or Imerys Canada, as the case may be, to Lender or (2) any material development in any Proceeding that, in any case:

(x) if adversely determined, has a reasonable possibility of giving rise to a Material Adverse Effect; or

(y) seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated hereby;

written notice thereof together with such other information as may be reasonably available to Company and Imerys Canada to enable Lender and its counsel to evaluate such matters;

(ix) ERISA Events: promptly upon becoming aware of the occurrence of or forthcoming occurrence of any ERISA Event that results in or could reasonably be expected to result in liability of Imerys Canada, Company, any of the Subsidiaries or any of their respective ERISA Affiliates, in excess of $1,000,000, a written notice specifying the nature thereof, what action Imerys Canada, Company, such applicable Subsidiary or ERISA Affiliate has taken, is taking or proposes to take with respect thereto and, when known, any action taken or threatened by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto;

(x) ERISA Notices: with reasonable promptness, copies of (a) all notices received by Company, any of the Subsidiaries or any of their respective ERISA Affiliates from a Multiemployer Plan sponsor concerning an ERISA Event; and (b) copies of such other documents or governmental reports or filings relating to any Employee Benefit Plan (other than a Multiemployer Plan) as Lender shall reasonably request;

(xi) Canadian Defined Benefit Plan Notices: with reasonable promptness, copies of (a) all notices received by Imerys Canada, Company or any of the Subsidiaries from a Canadian Defined Benefit Plan concerning a Canadian Pension Wind Up Event; and (b) copies of such other documents or governmental

reports or filings relating to any Canadian Defined Benefit Plan as Lender shall reasonably request;

(xii) Insurance: as soon as practicable after any material change in insurance coverage maintained by or for Imerys Canada, Company and the Subsidiaries, notice thereof to Lender specifying the changes and reasons therefor;

(xiii) Governing Body: with reasonable promptness, written notice of any change in the Governing Body of Imerys Canada or Company;

(xiv) New Subsidiaries: promptly upon any Person becoming a Subsidiary of Imerys Canada or Company, a written notice setting forth with respect to such Person (a) the date on which such Person became a Subsidiary of Imerys Canada or Company and (b) all of the data required to be set forth in Schedule 5.1 annexed hereto with respect to all Subsidiaries of Imerys Canada and Company (it being understood that such written notice shall be deemed to supplement Schedule 5.1 annexed hereto for all purposes of this Agreement from and after the date of delivery of such notice);

(xv) Material Owned Property: promptly after (a) any Loan Party acquires any fee interest in any Material Owned Property and (b) any Person becomes a Subsidiary Guarantor, if such Person owns or holds any Material Owned Property, written notice to Lender thereof, including a description of such Material Owned Property;

(xvi) Notices relating to Environmental Laws: promptly, upon receipt by Imerys Canada, Company or any of the Subsidiaries, notice that Imerys Canada, Company or such Subsidiary has received any potentially responsible party letter or request for information under Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9604) or any comparable state law that could reasonably be expected to result in potential or actual liability in excess of $100,000, and notice of any Environmental Claim alleging a potential or actual liability in excess of $100,000;

(xvii) Budget: on the third Friday following the Closing Date (and each fourth Friday subsequently occurring thereafter), an updated Budget commencing with the fifth week in the previously delivered Budget; at the time such updated Budget is in form and substance acceptable to Lender (as confirmed in writing) and the Non-Debtor Plan Proponents (which acceptance by the Non-Debtor Plan Proponents may not be unreasonably withheld or conditioned and shall be confirmed in writing), such Budget shall constitute a Supplemental Approved Budget and shall be effective as of the fifth week of the previously delivered Budget; provided, however, that if any updated Budget delivered pursuant to this subsection 6.1(xvii) is not approved by Lender and the Non-Debtor Plan Proponents (which approval by the Non-Debtor Plan Proponents may not be unreasonably withheld or conditioned), the last Budget approved by Lender and the Non-Debtor Plan Proponents shall remain in effect until a Supplemental Approved

Budget is approved by Lender and the Non-Debtor Plan Proponents (which approval by the Non-Debtor Plan Proponents may not be unreasonably withheld or conditioned);

(xviii) Variance Report: no later than the Thursday of each Week following the Closing Date (commencing on [●], 2020[1]), a Variance Report, which shall also be delivered by Company to each Non-Debtor Plan Proponent;

(xix) Bankruptcy Court Filings: as soon as practicable in advance of filing with the Bankruptcy Court, (a) all proposed orders and pleadings related to this Agreement, which orders and pleadings shall be in form and substance satisfactory to Lender, (b) any plan of reorganization, and/or any disclosure statement related to such plan, (c) any motion and proposed form of order seeking to extend or otherwise modify Company's or Imerys Canada's exclusive periods set forth in Section 1121 of the Bankruptcy Code, (d) any motion seeking approval of any sale of Company's or Imerys Canada's assets in form and substance acceptable to Lender and any proposed form of a bidding procedures order and sale order (each of which must be in form and substance satisfactory to Lender), (e) any motion and proposed form of order filed with the Bankruptcy Court relating to any management equity plan, incentive plan or severance plan, the assumption, rejection, modification or amendment of any employment agreement, or the assumption, rejection, modification or amendment of any material contract (each of which must be in form and substance satisfactory to Lender), and (f) to the extent commercially practicable, any other material motion, document, or filing, seeking relief from the Bankruptcy Court, or otherwise requesting that the Bankruptcy Court act or refrain from acting, in each case material to the rights, remedies or obligations of Lender hereunder (each of which must be in form and substance satisfactory to Lender); and

(xx) Other Information: with reasonable promptness, such other information and data with respect to Imerys Canada, Company or any of the Subsidiaries as from time to time may be reasonably requested by Lender.

6.2 Existence, etc.

Except as permitted under subsection 7.7, Imerys Canada and Company will, and will cause each of the Subsidiaries to, at all times preserve and keep in full force and effect its existence in the jurisdiction of organization specified on Schedule 5.1 and all rights and franchises material to its business; provided, however that neither Imerys Canada, Company nor any of the Subsidiaries shall be required to preserve any such right or franchise if the Governing Body of Imerys Canada, Company or such Subsidiary shall reasonably determine that the preservation thereof is no longer desirable in the conduct of the business of Imerys Canada, Company or such

[1] NTD: Date to be set as the Thursday in the first full week after the Closing Date.

Subsidiary, as the case may be, and that the loss thereof is not disadvantageous in any material respect to Imerys Canada, Company, such Subsidiary or Lender.

6.3 Payment of Taxes and Claims; Tax.

Except where failure to do so could not reasonably be expected to have a Material Adverse Effect, Imerys Canada and Company will, and will cause each of their Subsidiaries to, (i) timely file all tax returns and reports of Imerys Canada, Company and the Subsidiaries required to be filed by any of them and (ii) pay all Taxes, assessments and other governmental charges imposed upon them before any penalty accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums that have become due and payable and that by Applicable Law have or may become a Lien upon any of its properties or assets, prior to the time when any penalty or fine shall be incurred with respect thereto, provided that in the case of a Tax, assessment, charge or claim that has or may become a Lien against any of the Collateral or for which a penalty or fine may be due, Imerys Canada and Company shall either pay the same, or shall be contesting the same in good faith by appropriate proceedings promptly instituted and diligently conducted, and in that regard shall have established such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP and such proceedings shall be operating to stay the sale of any portion of the Collateral to satisfy such charge or claim.

6.4 Maintenance of Properties; Insurance; Application of Net Insurance/Condemnation Proceeds.

A. Maintenance of Properties. Except as permitted by subsection 7.7, Imerys Canada and Company will, and will cause each of the Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear excepted, all material properties used or useful in the business of Imerys Canada, Company and the Subsidiaries (including all Intellectual Property) and from time to time will make or cause to be made all appropriate repairs, renewals and replacements thereof, except to the extent any failure could not reasonably be expected to result in a Material Adverse Effect.

B. Insurance. Each of Company and Imerys Canada will maintain or cause to be maintained, with financially sound and reputable insurers, such public liability insurance, third party property damage insurance, business interruption insurance and casualty insurance with respect to liabilities, losses or damage in respect of the assets, properties and businesses of Imerys Canada, Company and the Subsidiaries as may customarily be carried or maintained under similar circumstances by corporations of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for corporations similarly situated in the industry. Without limiting the generality of the foregoing, each of Company and Imerys Canada will maintain or cause to be maintained (i) flood insurance with respect to each Flood Hazard Property that is located in a community that participates in the National Flood Insurance Program, in each case in compliance with any applicable regulations of the Board of Governors of the Federal Reserve System, and (ii) replacement value casualty insurance on the Collateral under such policies of insurance, with such insurance companies, in such amounts, with such deductibles, and covering such risks as are at all times satisfactory to Lender in its commercially reasonable judgment. Each such policy of insurance shall (a) name Lender as an additional insured thereunder

as its interests may appear and (b) in the case of each business interruption and casualty insurance policy, contain a loss payable clause or endorsement, reasonably satisfactory in form and substance to Lender, that names Lender as the loss payee thereunder for any covered loss in excess of $1,000,000 and, to the extent commercially available, provides for at least 30 days prior written notice to Lender of any modification or cancellation of such policy.

C. Application of Net Insurance/Condemnation Proceeds.

(i) Business Interruption Insurance. Upon receipt by Imerys Canada, Company or any of the Subsidiaries of any business interruption insurance proceeds constituting Net Insurance/Condemnation Proceeds, each of Company and Imerys Canada shall apply an amount equal to such Net Insurance/Condemnation Proceeds to prepay the Loans (and/or the Commitment Amount shall be reduced) as provided in subsections 2.4B and 2.4D; provided, however, that so long as no Event of Default shall have occurred and be continuing, each of Company and Imerys Canada shall, or such Subsidiary may, and, on or prior to the Outside Effective Date, each of Company and Imerys Canada shall or such Subsidiary shall, retain and apply such Net Insurance/Condemnation Proceeds for working capital purposes in accordance with the Budget, or, after the Outside Effective Date and to the extent not so applied on or prior to the Commitment Termination Date, to prepay the Loans as provided in subsections 2.4B and 2.4D, and if an Event of Default shall have occurred and be continuing, each of Company and Imerys Canada shall apply an amount equal to such Net Insurance/Condemnation Proceeds to prepay the Loans as provided in subsections 2.4B and 2.4D.

(ii) Net Insurance/Condemnation Proceeds Received by Company or Imerys Canada. Except with respect to those proceeds identified on Schedule 6.4C, upon receipt by Imerys Canada, Company or any of the Subsidiaries of any Net Insurance/Condemnation Proceeds other than from business interruption insurance, each of Company and Imerys Canada shall retain and apply such Net Insurance/Condemnation Proceeds for working capital purposes in accordance with the Budget, or, after the Outside Effective Date, apply an amount equal to such Net Insurance/Condemnation Proceeds to prepay the Loans (and/or the Commitments shall be reduced) as provided in subsection 2.4B; provided, however, that so long as no Event of Default shall have occurred and be continuing, and if the amount of such Net Insurance/Condemnation Proceeds from any single covered loss or taking (whether received in one payment, or multiple payments) is equal to or less than $200,000 in the aggregate, Imerys Canada or Company (as applicable) shall, or shall cause one or more of the Subsidiaries to, promptly and diligently apply such Net Insurance/Condemnation Proceeds to pay or reimburse the costs of repairing, restoring or replacing the assets in respect of which such Net Insurance/Condemnation Proceeds were received, or, after the Outside Effective Date and to the extent not so applied on or prior to the Commitment Termination Date, to prepay the Loans as provided in subsection 2.4B, and if an Event of Default shall have occurred and be continuing, each of Company and Imerys Canada shall apply an amount equal to such Net Insurance/Condemnation Proceeds to prepay the Loans as provided in subsection 2.4B.

(iii) Net Insurance/Condemnation Proceeds Received by Lender. Upon receipt by Lender of any Net Insurance/Condemnation Proceeds as loss payee, Lender shall, and each of Company and Imerys Canada hereby authorizes Lender to, if on or prior to the Outside Effective Date, deliver such Net Insurance/Condemnation Proceeds to Company or Imerys Canada, as the case may be, or, if after the Outside Effective Date, apply such Net Insurance/Condemnation Proceeds to prepay the Loans (and/or the Commitments shall be reduced) as provided in subsection 2.4B; provided, however, that so long as no Event of Default shall have occurred and be continuing, and if the amount of such Net Insurance/Condemnation Proceeds from any single covered loss or taking (whether received in one payment, or multiple payments) is equal to or less than $200,000 in the aggregate, Lender shall deliver such Net Insurance/Condemnation Proceeds to Company or Imerys Canada, as the case may be, and Company and Imerys Canada shall, or shall cause one or more of the Subsidiaries to, as applicable, (x) promptly and diligently apply such Net Insurance/Condemnation Proceeds to pay or reimburse the costs of repairing, restoring or replacing the assets in respect of which such Net Insurance/Condemnation Proceeds were received, or (y) retain and apply such Net Insurance/Condemnation Proceeds for working capital purposes, and to the extent any Net Insurance/Condemnation Proceeds subject to this subsection 6.4C(iii) are not applied in accordance with subsection 6.4C(iii)(x) or 6.4C(iii)(y) on or prior to the Commitment Termination Date and the Outside Effective Date has passed, to prepay the Loans as provided in subsection 2.4B, and if an Event of Default shall have occurred and be continuing, Company and Imerys Canada shall apply an amount equal to such Net Insurance/Condemnation Proceeds to prepay the Loans as provided in subsection 2.4B.

6.5 Inspection Rights; Lender Meeting.

A. Inspection Rights. Imerys Canada and Company shall, and shall cause each of the Subsidiaries to, permit any authorized representatives designated by Lender to visit and inspect any of the properties of Imerys Canada, Company or of any of the Subsidiaries, to inspect, copy and take extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers and independent public accountants (provided that Company and Imerys Canada may, if it so chooses, be present at or participate in any such discussion), and conduct financial audits, all upon reasonable notice and at such reasonable times during normal business hours and as often as may reasonably be requested. Imerys Canada and Company shall, and shall cause each of the Subsidiaries to, permit such visits and inspections, extractions, discussions and audits, and shall further permit Lender to conduct such other environmental or property inspections and audits as Lender reasonably deems appropriate, at the expense of Company and Imerys Canada, provided that neither Company nor Imerys Canada shall be responsible for the cost of any environmental sampling except: (i) if required by a Governmental Authority; (ii) if required by Environmental Laws; (iii) if required to defend against a third party Environmental Claim; or (iv) if a Phase I non-invasive environmental audit recommends Phase II type invasive soil or groundwater testing. Any inspection by Lender shall not interfere with the business and operations of Imerys Canada or Company. Company and Imerys Canada shall have the right to have a representative present at any inspection by Lender.

B. Lender Calls. Company, Imerys Canada and their respective officers (including the chief financial officer of Company and Imerys Canada) and advisors (including any investment banker or financial advisor retained by any Loan Party) shall make themselves available upon reasonable prior notice and at reasonable times to be mutually agreed for conference calls to be held as frequently as requested (but in no event more often than on a weekly basis) with Lender and/or its representatives or advisors to discuss the Budget (and all Variance Reports related thereto), the process for consummation of the Chapter 11 Plan, or any other issues as may be reasonably requested by Lender, and such conference calls may be held without the participation of the Loan Parties or any other representative or advisor of the Loan Parties. Borrowers shall provide reasonable notice and an opportunity to participate in such conference calls to each of the Non-Debtor Plan Proponents.

6.6 Compliance with Laws, etc.

Imerys Canada and Company shall comply, and shall cause each of the Subsidiaries to comply, with the requirements of all Applicable Laws (including all applicable Environmental Laws), except where a failure to comply could not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect. Imerys Canada and Company will maintain in effect and enforce policies and procedures designed to ensure compliance by Imerys Canada, Company, the Subsidiaries and their respective directors, officers, employees and agents with applicable Anti-Corruption Laws, applicable AML Laws and applicable Sanctions.

6.7 Environmental Matters.

A. Environmental Disclosure. Each of Company and Imerys Canada shall deliver to Lender any of the following that arise following the date of this Agreement:

(i) Environmental Audits and Reports. As soon as practicable following receipt by any Loan Party or any of the Subsidiaries thereof, copies of all environmental audits, investigations, analyses and reports of any kind or character, whether prepared by personnel of any Loan Party or any of the Subsidiaries or by independent consultants, Government Authorities or any other Persons, in each case, with respect to significant environmental matters at any Facility that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect or with respect to any Environmental Claims that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(ii) Notice of Certain Releases, Remedial Actions, etc. Promptly upon the discovery thereof, written notice describing in reasonable detail (a) any Release, the existence of which Release could reasonably be expected to result in one or more Environmental Claims having, individually or in the aggregate, a Material Adverse Effect, and (b) any remedial action taken by or on behalf of Company, Imerys Canada or any Government Authority that is required by any applicable Environmental Law in reference to a Release described in 6.7A(ii)(a) above or is taken in response to (1) any Hazardous Materials Activities the existence of which could reasonably be expected to result in one or more Environmental Claims

having, individually or in the aggregate, a Material Adverse Effect, or (2) any Environmental Claims that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(iii) Written Communications Regarding Environmental Claims, Releases, etc. As soon as practicable following the sending or receipt thereof by Imerys Canada, Company or any of the Subsidiaries, a copy of any and all written communications to or from any Government Authority or unaffiliated third-party with respect to (a) any Environmental Claims that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect, (b) any Release that individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect, and (c) any request for information from any Government Authority that indicates that it is investigating whether Imerys Canada, Company or any of the Subsidiaries may be potentially responsible for any Hazardous Materials Activity or violation of Environmental Laws that, in either case, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(iv) Notice of Certain Proposed Actions Having Environmental Impact. Prompt written notice describing in reasonable detail (a) any proposed acquisition of stock, assets, or property by Imerys Canada, Company or any of the Subsidiaries that could reasonably be expected to (1) expose Imerys Canada, Company or any of the Subsidiaries to, or result in, Environmental Claims that could reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect or (2) affect the ability of Imerys Canada, Company or any of the Subsidiaries to maintain in full force and effect all material Governmental Authorizations required under any Environmental Laws for their respective operations, and (b) any proposed action to be taken by Imerys Canada, Company or any of the Subsidiaries to modify current operations in a manner that could reasonably be expected to subject Imerys Canada, Company or any of the Subsidiaries to any additional obligations or requirements under any Environmental Laws that could reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

B. Actions Regarding Hazardous Materials Activities, Environmental Claims and Violations of Environmental Laws.

(i) Remedial Actions Relating to Hazardous Materials Activities. In any case where individually or in the aggregate failure to do so could reasonably be expected to result in a Material Adverse Effect, Imerys Canada and Company shall, in compliance with all applicable Environmental Laws and Governmental Authorizations, undertake, or cause to be undertaken, and shall cause each of the Subsidiaries to undertake or cause to be undertaken, within timeframes required by such Environmental Laws, any and all investigations, studies, sampling, testing, abatement, cleanup, removal, remediation or other response actions required under any applicable Environmental Law as necessary to remove, remediate, clean up or abate any Hazardous Materials or Hazardous Materials Activity on, under or about any Facility or which originated from any Facility that is in violation of any

applicable Environmental Laws or Governmental Authorizations, and for which Imerys Canada, Company and/or any of the Subsidiaries is responsible under any applicable Environmental Law, or that presents a risk of giving rise to an Environmental Claim against Imerys Canada, Company or any of the Subsidiaries.

(ii) Actions with Respect to Environmental Claims and Violations of Environmental Laws. Imerys Canada and Company shall promptly take, and shall cause each of the Subsidiaries promptly to take, any and all actions necessary to (i) cure any violation of applicable Environmental Laws or Governmental Authorizations by Imerys Canada, Company or the Subsidiaries that could reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect and (ii) make an appropriate defense, including timely response to requests for information from any Government Authority or any written notice of potential liability, to any Environmental Claim against Imerys Canada, Company or any of the Subsidiaries and appropriately discharge any obligations it may have to any Person thereunder in any case where individually or in the aggregate failure to do so could reasonably be expected to result in a Material Adverse Effect.

6.8 Execution of Subsidiary Guaranty and Personal Property Collateral Documents After the Closing Date.

A. Execution of Subsidiary Guaranty and Personal Property Collateral Documents. In the event that any Person becomes a Subsidiary of Company, Company will, in accordance with subsection 6.1(xiv), promptly notify Lender of that fact and cause such Subsidiary to execute and deliver to Lender the Subsidiary Guaranty or a counterpart of the Subsidiary Guaranty and a counterpart of the Security Agreement and to take all such further actions and execute all such further documents and instruments (including actions, documents and instruments comparable to those described in subsection 4.1J) as may be necessary or, in the opinion of Lender, desirable to create in favor of Lender a valid and perfected First Priority Lien on all of the personal property assets of such Subsidiary described in the applicable forms of Collateral Documents. In addition, as provided in the Security Agreement, Company shall, or shall cause the Loan Party that owns the Capital Stock of such Person to, execute and deliver to Lender a supplement to the Security Agreement and to deliver to Lender all certificates (if any) representing such Capital Stock of such Person (accompanied by irrevocable undated stock powers, duly endorsed in blank).

B. Foreign Subsidiaries. Notwithstanding the provisions of subsections 6.8A or 6.8D, (i) no Foreign Subsidiary that is a CFC shall be required to execute and deliver the Subsidiary Guaranty or the Security Agreement, (ii) in no event shall more than 65% of the total combined voting power of all classes of Capital Stock entitled to vote (or such greater percentage that (A) could not reasonably be expected to cause the undistributed earnings of such Foreign Subsidiary to be treated for U.S. federal income tax purposes as a deemed dividend to such Foreign Subsidiary's direct or indirect U.S. owner, and (B) could not reasonably be expected to cause any material adverse tax consequences) of any "first tier" Foreign Subsidiaries that are CFCs be pledged by any Loan Party pursuant to the provisions of the Security Agreement or any other Loan Document, and (iii) in no event shall any of the stock of a Domestic Subsidiary that is owned by a Foreign Subsidiary that is a CFC be pledged pursuant to the provisions of the Security Agreement or any other Loan Document except in the circumstances described in clauses (A) and (B) above.

C. Subsidiary Organizational Documents, Legal Opinions, etc. Company shall deliver to Lender, together with such Loan Documents, (i) certified copies of each Subsidiary Guarantor's Organizational Documents, together with, if such Subsidiary Guarantor is a Domestic Subsidiary, a good standing certificate from the Secretary of State of the jurisdiction of its organization and, where the failure to be so qualified could reasonably be expected to result in a Material Adverse Effect, each other state in which such Person is qualified to do business and, to the extent generally available, a certificate or other evidence of good standing as to payment of any applicable franchise or similar taxes from the appropriate taxing authority of each of such jurisdictions, each to be dated a recent date prior to their delivery to Lender, (ii) a certificate executed by the secretary or similar officer of such Subsidiary Guarantor as to (a) the fact that the attached resolutions of the Governing Body of such Subsidiary Guarantor approving and authorizing the execution, delivery and performance of the Loan Documents to which it is a party are in full force and effect and have not been modified or amended and (b) the incumbency and signatures of the officers of such Subsidiary Guarantor executing such Loan Documents, and (iii) if requested by Lender, a favorable opinion of counsel to such Subsidiary Guarantor, in form and substance satisfactory to Lender, acting reasonably, as to (a) the due organization and good standing of such Subsidiary Guarantor, (b) the due authorization, execution and delivery by such Subsidiary Guarantor of such Loan Documents, (c) the enforceability of such Loan Documents against such Subsidiary Guarantor and (d) such other matters (including matters relating to the creation and perfection of Liens in any Collateral pursuant to such Loan Documents) as Lender may reasonably request.

D. Execution of Canadian Collateral Documents. In the event that any Person becomes a Subsidiary of Imerys Canada, Imerys Canada will, in accordance with subsection 6.1(xiv), promptly notify Lender of that fact and cause such Subsidiary to execute and deliver to Lender a counterpart of the Canadian Security Agreement and to take all such further actions and execute all such further documents and instruments (including actions, documents and instruments comparable to those described in subsection 4.1J) as may be necessary or, in the opinion of Lender, desirable to create in favor of Lender a valid and perfected First Priority Lien on all of the personal property assets of such Subsidiary described in the applicable forms of Collateral Documents.

6.9 Matters Relating to Real Property Collateral.

A. Mortgages, etc. From and after the Closing Date, (i) with respect to any Material Owned Properties set forth in Schedule 5.5B and (ii) in the event that (A) any Loan Party acquires any fee interest in any Material Owned Property or (B) at the time any Person becomes a Subsidiary Guarantor, such Person owns or holds any Material Owned Property, excluding under this clause (ii) any such Material Owned Property the encumbrancing of which requires the consent of any then-existing senior lienholder (any such non-excluded Material Owned Property described in the foregoing clause (i) or (ii) being a "**Mortgaged Property**"), if (and only if) requested in writing by Lender, the applicable Loan Party shall deliver to Lender, as soon as practicable after such request, a fully executed and notarized Mortgage, in proper form for recording in all appropriate places in all applicable jurisdictions, encumbering the interest of such Loan Party in such Mortgaged Property, together with such legal opinions with respect thereto that may be reasonably required by Lender.

B. Real Estate Appraisals. At the written request of Lender, each Loan Party shall, and shall cause each of the Subsidiaries to, permit an independent real estate appraiser satisfactory to Lender, upon reasonable notice, to visit and inspect any Mortgaged Property for the purpose of preparing an appraisal of such Mortgaged Property satisfying the requirements of any Applicable Laws (in each case to the extent required under such laws as determined by Lender in its discretion).

6.10 Post-Closing Obligations.

Notwithstanding anything set forth herein to the contrary, execute and deliver the documents and complete the tasks set forth on Schedule 6.10, in each case within the time limits specified therein.

6.11 [Reserved].

6.12 Milestones.

A. Milestones. Company covenants, represents, and warrants that:

(i) on November 2, 2020 (the "**DIP Filing Date**"), Company filed with the Bankruptcy Court a motion to approve this Agreement and the other Loan Documents and such other papers as were approved or requested by Lender, each of which was in form and substance reasonably acceptable to Lender and each of the Non-Debtor Plan Proponents;

(ii) no later than thirty (30) days following the DIP Filing Date, the DIP Order was entered by the Bankruptcy Court in the Chapter 11 Case on an application or motion by the Loan Parties, which motion was in form and substance reasonably satisfactory to Lender and each Non-Debtor Plan Proponent, and the DIP Order remains in full force and effect on the date hereof;

(iii) no later than December 10, 2020, an order entitled "Order (I) Approving Disclosure Statement and Form and Manner of Notice of Hearing Thereon, (II) Establishing Solicitation Procedures, (III) Approving Form and Manner of Notice to Attorneys and Certified Plan Solicitation Directive, (IV) Approving Form Of Ballots, (V) Approving Form, Manner, and Scope of Confirmation Notices, (VI) Establishing Certain Deadlines in Connection With Approval of Disclosure Statement and Confirmation of Plan, and (VII) Granting Related Relief", which, among other things, approves the motion seeking approval of the solicitation procedures (which procedures shall have been developed in consultation with Lender and its professionals) for the Chapter 11 Plan, shall have been entered by the Bankruptcy Court in the Chapter 11 Case, which order and motion shall be in form and substance acceptable to Lender and each of the Non-Debtor Plan Proponents;

(iv) no later than April 1, 2021, the Bankruptcy Court shall have commenced a hearing to confirm the Chapter 11 Plan;

(v) no later than May 1, 2021, the Bankruptcy Court shall have entered an order in form and substance satisfactory to Lender and each of the Non-Debtor Plan Proponents confirming the Chapter 11 Plan; and

(vi) no later than the Outside Effective Date, the Chapter 11 Plan shall have been consummated and Company and the other Loan Parties, as applicable, shall irrevocably and unconditionally (without any right of claw back, setoff, recoupment, netting, or other reduction) pay an amount equal to any and all amounts outstanding or otherwise due and owing under any Loan Document and the DIP Order (including fees and expenses thereunder) to Lender in full and final satisfaction of any and all outstanding amounts under the Loan Documents and the DIP Order, subject to the proviso in the last sentence of subsection 2.1A.

B. Additional Provisions.

(i) Company shall use best efforts to provide Lender and each of the Non-Debtor Plan Proponents with copies of any motions, orders or agreements relating to any planned or unplanned Disposition of a Loan Party's assets at least three (3) Business Days (or such shorter time period consented to by Lender in its sole discretion) prior to execution thereof or filing with the Bankruptcy Court, as applicable.

(ii) No Disposition of assets referenced above shall be consummated without the prior written consent of Lender.

(iii) Other than as set forth in this Agreement and the DIP Order, the provisions of this subsection 6.12, including, without limitation, the milestones, will apply to processes under section 363 of the Bankruptcy Code, a plan of reorganization or otherwise, and Company and each other Loan Party that is a debtor in the Chapter 11 Case will not seek to amend, modify or waive the milestones in connection with the filing of any plan of reorganization or disclosure statement in the Chapter 11 Case without the consent of Lender and each of the Non-Debtor Plan Proponents.

(iv) The dates of any of the milestones set forth in this subsection 6.12 may be amended by the written consent of Lender Representative (at the direction of the Required Lenders), Company and each of the Non-Debtor Plan Proponents (which may be by email from its counsel).

6.13 <u>Appraisals; Enterprise Valuations.</u>

At the request of Lender, Company shall use commercially reasonable efforts to deliver to Lender, at the expense of Lender, an appraisal with respect to the assets of Imerys Canada, Company and the Subsidiaries within thirty (30) days after each such request (and in any event, promptly upon its receipt thereof). If Company fails to deliver an appraisal with respect to the assets of Imerys Canada, Company and the Subsidiaries within such thirty (30) day period, Lender shall be entitled to obtain, from time to time, at the expense of Lender, one or more

appraisals with respect to any assets of, and/or enterprise valuation with respect to all or any portion of the business of, Imerys Canada, Company and the Subsidiaries. Imerys Canada and Company shall reasonably cooperate with, and provide the information reasonably requested in connection with, such appraisals and valuations and provide any information reasonably requested by Lender and/or its appraisers, investment bankers or other professionals in connection therewith.

6.14 Opposition to Certain Motions.

Each Loan Party shall promptly and diligently oppose all motions filed by Persons in the Bankruptcy Court to lift the stay with respect to any Collateral (other than motions filed by Lender relating to this Agreement), all motions filed by Persons (other than Lender) in the Bankruptcy Court to terminate the exclusive ability of Company to file a plan of reorganization, and all other motions filed by Persons in the Bankruptcy Court that, if granted, could reasonably be expected to have a Material Adverse Effect, unless, in any such case, Lender provides prior written consent to such relief.

Section 7. COMPANY'S AND IMERYS CANADA'S NEGATIVE COVENANTS

Each of Company and Imerys Canada covenants and agrees that, so long as any of the Commitments hereunder shall remain in effect and until payment in full of all of the Loans and other Obligations (other than Unasserted Obligations), unless Lender shall otherwise give prior written consent, Company and Imerys Canada shall perform, and shall cause each of the Subsidiaries and each other Loan Party to perform, all covenants in this Section 7.

7.1 Indebtedness.

Imerys Canada and Company shall not, and shall not permit any of the Subsidiaries to, directly or indirectly, create, incur, assume or guaranty, or otherwise become or remain directly or indirectly liable with respect to, any Indebtedness, except:

(i) each Loan Party may become and remain liable with respect to the Obligations;

(ii) each Loan Party and the Subsidiaries may become and remain liable with respect to Contingent Obligations permitted by subsection 7.4 and, upon any matured obligations actually arising pursuant thereto, the corresponding Indebtedness;

(iii) each Loan Party may become and remain liable with respect to Indebtedness in respect of Capital Leases in connection with the making or incurrence of any Consolidated Capital Expenditures permitted under subsection 7.8 in an aggregate principal amount no greater than $1,000,000;

(iv) each Loan Party may become and remain liable with respect to Indebtedness to any other Loan Party; provided that upon the request of Lender (a) a security interest in all such intercompany Indebtedness shall be granted to Lender and (b) if such intercompany Indebtedness is evidenced by a promissory note or

other instrument, such promissory note or instrument shall be pledged to Lender pursuant to the Security Agreement;

(v) each Loan Party and the Subsidiaries, as applicable, may remain liable with respect to existing Indebtedness described in Schedule 7.1 annexed hereto;

(vi) Subsidiaries of Company that are not Loan Parties may become and remain liable with respect to Indebtedness to other Subsidiaries that are not Loan Parties;

(vii) each Loan Party and the Subsidiaries may become and remain liable with respect to Indebtedness consisting of the financing of insurance premiums in the ordinary course of business; and

(viii) each Loan Party and the Subsidiaries may become and remain liable with respect to cash management obligations and other Indebtedness in respect of netting services, automatic clearinghouse arrangements, employee credit card, debit card or purchase card programs and similar arrangements in each case in connection with cash management and deposit accounts and in the ordinary course of business.

7.2 Liens and Related Matters.

A. Prohibition on Liens. Imerys Canada and Company shall not, and shall not permit any of the Subsidiaries to, directly or indirectly, create, incur, assume or permit to exist any Lien on or with respect to any property or asset of any kind (including any document or instrument in respect of goods or accounts receivable) of Imerys Canada, Company or any of the Subsidiaries, whether now owned or hereafter acquired, or any income or profits therefrom, or file or permit the filing of, or permit to remain in effect, any financing statement or other similar notice of any Lien with respect to any such property, asset, income or profits under the UCC, PPSA or under any similar recording or notice statute, except:

(i) Permitted Encumbrances;

(ii) Liens created to secure Capital Leases permitted by subsection 7.1(iii) on the property subject to such lease; and

(iii) Liens existing on the Closing Date and described in Schedule 7.2 annexed hereto.

Notwithstanding the foregoing, Imerys Canada, Company and the Subsidiaries shall not enter into, or suffer to exist, any control agreements (as such term is defined in the UCC) or deposit account control agreements in respect of any deposit accounts maintained in Canada.

B. No Further Negative Pledges. Neither Imerys Canada, Company nor any of the Subsidiaries shall enter into any agreement prohibiting the creation or assumption of any

Lien upon any of its properties or assets, whether now owned or hereafter acquired, other than (a) this Agreement and the other Loan Documents, (b) any agreements governing any Liens or Capital Lease obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby), (c) customary provisions in leases, licenses and other contracts restricting the assignment thereof, and (d) any prohibition that (i) exists pursuant to the requirements of Applicable Law, (ii) consists of customary restrictions and conditions contained in any agreement relating to any transaction permitted under subsection 7.7, (iii) restricts subletting or assignment of leasehold interests contained in any lease governing a leasehold interest of Imerys Canada, Company or the Subsidiaries, (iv) exists in any agreement in effect at the time such Subsidiary becomes a Subsidiary of Company or Imerys Canada, so long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary thereof, or (v) is imposed by any renewal, extension, refinancing, refund or replacement (or successive extensions, renewals, refinancings, refunds or replacements) that are otherwise permitted by the Loan Documents or the contracts, instruments or obligations referred to in clause (b), (c) or (d)(iv) above; provided that such renewals, extensions, refinancings, refunds or replacements (or successive extensions, renewals, refinancings, refunds or replacements), taken as a whole, are not more materially restrictive with respect to such prohibitions than those contained in the original agreement, as determined in good faith by the board of directors of Company.

C. No Restrictions on Subsidiary Distributions to Company or Other Subsidiaries. Imerys Canada and Company will not, and will not permit any of the Subsidiaries to, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction of any kind on the ability of any such Subsidiary to (i) pay dividends or make any other distributions on any of such Subsidiary's Capital Stock owned by Imerys Canada, Company or any other Subsidiary of Company, (ii) repay or prepay any Indebtedness owed by such Subsidiary to Imerys Canada, Company or any other Subsidiary of Company, (iii) make loans or advances to Imerys Canada, Company or any other Subsidiary of Company, or (iv) transfer any of its property or assets to Imerys Canada, Company or any other Subsidiary of Company, except in each case, encumbrances or restrictions (a) imposed by this Agreement and the other Loan Documents, (b) contained in an agreement with respect to a disposition permitted hereby, (c) contained in any agreements governing any purchase money Liens in existence on the Closing Date and Capital Lease obligations otherwise permitted hereby (in which case, any encumbrance or restriction shall only be effective against the assets financed thereby), (d) constituting customary restrictions in joint venture agreements and other similar agreements applicable to joint ventures permitted hereunder and applicable solely to such joint venture, or (e) contained in, or existing by reasons of, any agreement or instrument (i) existing on the Closing Date, (ii) relating to property existing at the time of the acquisition thereof, so long as the encumbrance or restriction relates only to the property so acquired, (iii) relating to any Indebtedness of, or otherwise to, any Subsidiary at the time such Subsidiary was merged or consolidated with or into, or acquired by, Imerys Canada, Company or a Subsidiary or became a Subsidiary and not created in contemplation thereof, (iv) effecting a renewal, extension, refinancing, refund or replacement (or successive extensions, renewals, refinancings, refunds or replacements) of Indebtedness issued under an agreement referred to in clauses (i) through (iii) above, so long as the encumbrances and restrictions contained in any such renewal, extension, refinancing, refund or replacement agreement, taken as a whole, are not materially more restrictive than the encumbrances and restrictions contained in the original agreement, as determined in good faith by the board of directors of Company, (v) constituting customary provisions restricting subletting or assignment

of any leases of Imerys Canada, Company or any Subsidiary or provisions in agreements that restrict the assignment of such agreement or any rights thereunder, (vi) constituting restrictions on the sale or other disposition of any property securing Indebtedness as a result of a Lien on such property permitted hereunder, (vii) restrictions on net worth or on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business, (viii) constituting provisions contained in agreements or instruments relating to Indebtedness permitted hereunder that prohibit the transfer of all or substantially all of the assets of the obligor under that agreement or instrument unless the transferee assumes the obligations of the obligor under such agreement or instrument, or (ix) constituting any encumbrance or restriction with respect to property under a lease or other agreement that has been entered into for the employment or use of such property.

7.3 Investments; Acquisitions.

Imerys Canada and Company shall not, and shall not permit any of the Subsidiaries to, directly or indirectly, make or own any Investment in any Person, including any Joint Venture, or acquire, by purchase or otherwise, all or substantially all the business, property or fixed assets of, or Capital Stock of any Person, or any division or line of business of any Person except:

(i) Imerys Canada, Company and the Subsidiaries may make and own Investments in Cash and Cash Equivalents;

(ii) Company and the Subsidiary Guarantors may make and own additional equity Investments in Subsidiary Guarantors;

(iii) Imerys Canada, Company and the Subsidiaries may create, become and remain liable in respect of Contingent Obligations permitted by subsection 7.4;

(iv) Foreign Subsidiaries and Subsidiaries that are not Loan Parties may make and own Investments in other Foreign Subsidiaries and Subsidiaries that are not Loan Parties; provided, however, that notwithstanding the foregoing or any other provision contained in this Agreement to the contrary, in no event shall Imerys Canada at any time own, acquire or otherwise organize any Subsidiary of Imerys Canada without the prior written consent of Lender (which consent, and any conditions thereto, shall be in the sole discretion of Lender);

(v) Imerys Canada, Company the Subsidiaries may make Consolidated Capital Expenditures permitted by subsection 7.8 and Excluded Capital Expenditures;

(vi) Imerys Canada, Company and the Subsidiaries may continue to own the Investments owned by them on the Closing Date and described in Schedule 7.3 annexed hereto;

(vii) any Loan Party may make Investments consisting of Indebtedness permitted pursuant to subsection 7.1(iv) and any Subsidiary that is not a Loan Party may make Investments consisting of Indebtedness permitted pursuant to subsection 7.1(vi);

(viii) Imerys Canada, Company and the Subsidiaries may make Investments consisting of Contingent Obligations permitted by subsection 7.4; and

(ix) Imerys Canada, Company and the Subsidiaries may acquire Securities in connection with the satisfaction or enforcement of Indebtedness or claims due or owing to Imerys Canada, Company or any of the Subsidiaries or as security for any such Indebtedness or claim.

7.4 Contingent Obligations.

Imerys Canada and Company shall not, and shall not permit any of the Subsidiaries to, directly or indirectly, create or become or remain liable with respect to any Contingent Obligation, except:

(i) Company may become and remain liable with respect to Contingent Obligations in respect of letters of credit issued after the Closing Date in an aggregate amount not to exceed at any time $1,000,000;

(ii) Imerys Canada, Company and the Subsidiaries, as applicable, may remain liable with respect to Contingent Obligations existing on the Closing Date and described in Schedule 7.4 annexed hereto;

(iii) Subsidiary Guarantors may become and remain liable with respect to Contingent Obligations in respect of the Subsidiary Guaranty;

(iv) Company and the Subsidiaries may become and remain liable with respect to Contingent Obligations in respect of any obligation of Company or any Subsidiary Guarantor not prohibited by this Agreement; and

(v) Imerys Canada, Company and the Subsidiaries may make Investments permitted by subsection 7.3.

7.5 Restricted Junior Payments.

Imerys Canada and Company shall not, and shall not permit any Subsidiaries to, directly or indirectly, declare, order, pay, make or set apart any sum for any Restricted Junior Payment other than in accordance with the Budget.

7.6 Sanctions.

Company shall not request any Loan, and the proceeds of any Loan shall not, directly or indirectly, be used, or lent, contributed or otherwise made available to any of the Subsidiaries, other Affiliates, joint venture partners or other Persons, (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or AML Laws, (B) for the purpose of funding, financing or facilitating any activity, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country (including, but not limited to, transshipment or transit through a Sanctioned Country), or involving any goods originating in or with a Sanctioned Person

or Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions by any Person (including any Person participating in the transactions contemplated hereunder, whether as underwriter, advisor, lender, issuing bank, investor or otherwise).

7.7 Restriction on Fundamental Changes; Asset Sales.

Neither Company nor any other Loan Party shall alter its corporate or legal structure, and Imerys Canada and Company shall not, and shall not permit any Subsidiaries to, merge or consolidate, or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease or sub-lease (as lessor or sublessor), transfer or otherwise Dispose of, in one transaction or a series of transactions, all or any part of its business, property or assets (including its notes or receivables and Capital Stock of a Subsidiary, whether newly issued or outstanding), whether now owned or hereafter acquired, except

(i) Imerys Canada, Company and the Subsidiaries may sell or otherwise dispose of assets in transactions that do not constitute Asset Sales; provided, that the consideration received for such assets shall be in an amount at least equal to the fair market value thereof;

(ii) Imerys Canada, Company and the Subsidiaries may dispose of obsolete, worn out or surplus property in the ordinary course of business; and

(iii) Permitted Sales and any other Asset Sales to the extent that (a) Company receives the prior written consent of Lender and (b) the Bankruptcy Court enters a final, non-appealable order authorizing any such action.

7.8 Consolidated Capital Expenditures.

Imerys Canada and Company shall not, and shall not permit the Subsidiaries to, make or incur Consolidated Capital Expenditures other than in accordance with the Budget.

7.9 Transactions with Shareholders and Affiliates.

Imerys Canada and Company shall not, and shall not permit any of the Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any holder of 5% or more of any class of equity Securities of Company or Imerys Canada or with any Affiliate of Company or of any such holder other than: (i) any transaction between Company and any Subsidiary Guarantor or between any of the Subsidiary Guarantors, in each case, in accordance with the Budget; (ii) reasonable and customary fees, compensation, benefits and incentive arrangements paid or provided to, and indemnities provided on behalf of or to, officers, directors or employees of Imerys Canada, Company or any of the Subsidiaries in accordance with the Budget; (iii) the Loan Documents; (iv) any dividend or other distribution, direct or indirect, on account of any shares of any class of stock of any Subsidiary to Company, Imerys Canada or any other Loan Party; and (v) any transaction on fair and reasonable terms substantially as favorable to Imerys Canada, Company or such Subsidiary as would be obtainable by Imerys Canada, Company or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate.

7.10 Sales and Lease-Backs.

Imerys Canada and Company shall not, and shall not permit any of the Subsidiaries to, directly or indirectly, become or remain liable as lessee or as a guarantor or other surety with respect to any lease, whether an Operating Lease or a Capital Lease, of any property (whether real, personal or mixed), whether now owned or hereafter acquired, (i) that Imerys Canada, Company or any of the Subsidiaries has sold or transferred or is to sell or transfer to any other Person (other than Imerys Canada, Company or any of the Subsidiaries) or (ii) that Imerys Canada, Company or any of the Subsidiaries intends to use for substantially the same purpose as any other property that has been or is to be sold or transferred by Imerys Canada, Company or any of the Subsidiaries to any Person (other than Imerys Canada, Company or any of the Subsidiaries) in connection with such lease, in each case, other than any sale-leaseback transaction in connection with the making or incurrence of any Consolidated Capital Expenditures permitted under subsection 7.8.

7.11 Conduct of Business.

From and after the Closing Date, Imerys Canada and Company shall not, and shall not permit any of the Subsidiaries to, engage in any business other than (i) the businesses engaged in by Imerys Canada, Company and the Subsidiaries on the Closing Date and similar or related businesses and (ii) such other lines of business as may be consented to by Lender in writing.

7.12 Fiscal Year.

Imerys Canada and Company shall not change its Fiscal Year-end from December 31.

7.13 Transaction Bonus and Incentive Arrangements.

Imerys Canada and Company shall not, and shall not permit any of the Subsidiaries to, directly or indirectly, make any payments under or in respect of any director, officer or employee bonus plan, as such plan may be amended, supplemented, modified or replaced from time to time, or any subsequently adopted or other similar plan providing for management bonuses or incentive arrangements, other than in accordance with the Budget or as approved by the Bankruptcy Court or under the Canadian Proceeding (as defined in the Chapter 11 Plan).

7.14 Bankruptcy Provisions.

No Loan Party shall: (a) seek or consummate a sale of assets under a plan of reorganization, Section 363(b) of the Bankruptcy Code or otherwise without the prior written consent of Lender unless such sale is a Permitted Sale; (b) except for the Carve Out (subject to the applicable caps and the other limitations set forth herein and in the DIP Order) and the ITC Stipulated Claims (as defined in the Chapter 11 Plan), incur administrative expense claims *pari passu* with or senior to the Obligations; (c) seek or consent to any modification, stay, vacation or amendment with respect to (i) "first day orders" entered by the Bankruptcy Court, (ii) the DIP Order or (iii) the Loan Documents, except in each case as agreed to by Lender in its sole discretion; (d) except as otherwise expressly permitted herein or in the DIP Order, create any Lien that ranks senior to, or *pari passu* with, the Liens securing the Obligations; (e) make cash expenditures on account of claims incurred (i) by critical vendors prior to the Petition Date, or (ii) pursuant to

Section 503(b)(9) of the Bankruptcy Code, or pursuant to any "first day" orders entered by the Bankruptcy Court, in each case except as agreed to by Lender or as permitted by the Budget (including Permitted Variances thereto), (f) seek or consent to any order seeking authority to take any action prohibited by the DIP Order or the other Loan Documents without the prior written consent of Lender or otherwise required by any Applicable Law or (g) except as expressly consented to by Lender, seek, or consent to any order seeking, to settle any litigation related to employee or labor matters, including without limitation, wage and hour collective or class action litigation involving one or more Loan Parties.

7.15 <u>Chapter 11 Claims.</u>

No Loan Party shall incur, create, assume, suffer to exist or permit any other superpriority administrative claim which is *pari passu* with or senior to the claims of Lender against any Loan Party, other than the Carve Out and the ITC Stipulated Claims.

Section 8. EVENTS OF DEFAULT

If any of the following conditions or events ("**Events of Default**") shall occur:

8.1 <u>Failure to Make Payments When Due.</u>

Failure by Company or Imerys Canada to pay any installment of principal of any Loan when due, whether at, stated maturity, by acceleration, by notice of voluntary prepayment (unless such notice has been conditioned or rescinded as provided hereby), by mandatory prepayment or otherwise; or failure by Company or Imerys Canada to pay any interest on any Loan or any fee or any other amount due under this Agreement within five days after the date due; or

8.2 <u>Default in Other Agreements.</u>

(i) Failure of Imerys Canada, Company or any of the Subsidiaries to pay when due any principal of or interest on or any other amount payable in respect of one or more items of Indebtedness (other than Indebtedness referred to in subsection 8.1) or Contingent Obligations in an individual principal amount of $100,000 or more or with an aggregate principal amount of $200,000 or more, in each case beyond the end of any grace period provided therefor; or

(ii) breach or default, in each case beyond any grace period provided therefor, by Imerys Canada, Company or any of the Subsidiaries with respect to any other material term of (a) one or more items of Indebtedness or Contingent Obligations in the individual or aggregate principal amounts referred to in clause (i) above or (b) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Indebtedness or Contingent Obligation(s), if the effect of such breach or default is to cause, or to permit the holder or holders of that Indebtedness or Contingent Obligation(s) (or a trustee on behalf of such holder or holders) to cause, that Indebtedness or Contingent Obligation(s) to become or be declared due and payable prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be; or

8.3 Breach of Certain Covenants.

Failure of any Loan Party to perform or comply with any term or condition contained in subsection 2.5, subsection 6.2 or Section 7 of this Agreement; or

8.4 Breach of Warranty.

Any representation, warranty, certification or other statement made by Imerys Canada, Company or any of the Subsidiaries in any Loan Document or in any statement or certificate at any time given by Imerys Canada, Company or any of the Subsidiaries in writing pursuant hereto or thereto or in connection herewith or therewith shall be false in any material respect on the date as of which made, provided that, if such false representation, warranty, certification or statement is capable of being corrected, and the applicable Loan Party causes such representation, warranty, certification or statement to be corrected by no later than seven (7) days after it is made or deemed made, the falseness of such representation, warranty certification or statement shall not constitute an Event of Default.

8.5 Other Defaults Under Loan Documents

Any Loan Party shall default in the performance of or compliance with any term contained in this Agreement or any of the other Loan Documents, other than any such term referred to in subsections 8.1 and 8.3, and such default shall not have been remedied or waived within seven (7) Business Days after the earlier of (i) an Officer of Company or such Loan Party becoming aware of such default or (ii) receipt by Company and such Loan Party of notice from Lender of such default; or

8.6 [Reserved].

8.7 [Reserved].

8.8 Judgments and Attachments.

Any money judgment, writ or warrant of attachment or similar process involving (i) in any individual case an amount in excess of $500,000 or (ii) in the aggregate at any time an amount in excess of $1,000,000, in either case not covered by insurance as to which a solvent and unaffiliated insurance company has not denied coverage in writing, shall be entered or filed against Imerys Canada, Company or any of the Subsidiaries or any of their respective assets and shall remain undischarged, unvacated, unbonded or unstayed for a period of 60 days (or in any event later than five days prior to the date of any proposed sale thereunder); or

8.9 [Reserved].

8.10 Employee Benefit Plans.

There shall occur one or more ERISA Events or a Canadian Pension Wind Up Event that individually or in the aggregate could reasonably be expected to result in a Lien or have a Material Adverse Effect; or

8.11 [Reserved].

8.12 Invalidity of Loan Documents; Failure of Security; Repudiation of Obligations.

At any time after the execution and delivery thereof, (a) any Loan Document or any provision thereof, for any reason other than the satisfaction in full of all Obligations, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared to be null and void, (b) Lender shall not have or shall cease to have a valid and perfected First Priority Lien in any Collateral purported to be covered by the Collateral Documents, or (c) any Loan Party shall contest the validity or enforceability of any Loan Document or any provision thereof in writing or deny in writing that it has any further liability, including with respect to future advances by Lender, under any Loan Document or any provision thereof to which it is a party; or

8.13 Liquidation.

Without the consent of Lender, any Loan Party shall discontinue or suspend all or any material part of its business operations or commence an orderly wind-down or liquidation of any material part of the Collateral, except pursuant to a Permitted Sale or as contemplated by or resulting from the sale of all or a substantial part of the Collateral approved by an order entered by the Bankruptcy Court in form and substance satisfactory to Lender; or

8.14 Bankruptcy Matters.

The Bankruptcy Court shall enter an order authorizing, approving or granting (or Company shall file an application or motion seeking such authorization, approval or grant of) (i) post-petition financing under section 364 of the Bankruptcy Code or on any other basis that is not permitted by, or otherwise provided for under, this Agreement or the DIP Order, (ii) dismissal of the Chapter 11 Case or conversion of any Chapter 11 Case to one under chapter 7 of the Bankruptcy Code, (iii) modification of this Agreement (other than pursuant to subsection 9.6), (iv) termination of the use of cash collateral by the Loan Parties, (v) relief from the automatic stay with respect to any claim against the Loan Parties' estates in excess of $250,000 (other than an order granted in connection with a motion to modify the automatic stay filed to continue a personal injury cause of action to the limits of insurance that is not opposed by the Tort Claimants' Committee (as defined in the Chapter 11 Plan) or the Loan Parties (*see*, *e.g.* Docket Nos. 756 and 757)) or (vi) appointment of a trustee under section 1104 of the Bankruptcy Code or examiner with enlarged powers under section 1106(b) of the Bankruptcy Code (it being acknowledged and agreed, by example and not by limitation, that the Fee Examiner (as defined in the Chapter 11 Plan) appointed in the Chapter 11 Case is not an examiner with enlarged powers under section 1106(b) of the Bankruptcy Code; *see* Docket No. 741); or

8.15 Prepetition Debts.

Company shall make any pre-petition payment or otherwise pay any claim that accrued prior to the Petition Date without the prior written consent of Lender in its sole discretion or other than as permitted by the Budget (and any Permitted Variances thereto); or

8.16 Actions Against Lender.

Company shall commence any action against Lender, on behalf of itself or any of its affiliates, officers or employees; or

8.17 Material Adverse Effect.

Any Material Adverse Effect has occurred following the Closing Date, other than as described on Schedule 5.4; or

8.18 Milestones.

The failure of Company to comply with any of the milestones set forth in subsection 6.12, regardless of whether Company used commercially reasonable efforts to comply with any such milestone, and such failure shall not have been remedied or waived within five (5) Business Days after such failure; or

8.19 Budget.

Any Variance shall occur, other than a Permitted Variance; or

8.20 506(c) Claims.

A claim under Section 506(c) of the Bankruptcy Code shall have been allowed against Lender; or

8.21 Competing Plans.

The filing by any Loan Party of any plan of reorganization or related disclosure statement or any direct or indirect amendment, modification, waiver or other change to the Chapter 11 Plan or related disclosure statement, or the entry of an order confirming any such plan of reorganization or approving any such disclosure statement or approving any such amendment, modification, waiver or other change, in each case to the extent that such filing (i) is not the Chapter 11 Plan, (ii) treats the claims of Lender in any manner to which it does not consent in its sole discretion or (iii) does not provide for termination of this Agreement and, except as otherwise expressly set forth in the proviso in the last sentence of subsection 2.1A, payment in full in cash of all Obligations on or before the effective date of such plan of reorganization; or

8.22 [Reserved].

8.23 DIP Order Not in Full Force and Effect.

The DIP Order shall cease to be in full force and effect or shall have been reversed, modified, amended, stayed, vacated or subject to stay pending appeal, in the case of any modification or amendment, without the prior written consent of Lender; or

8.24 Compliance with DIP Order.

The failure of any Loan Party to comply in any material respect with the DIP Order; or

8.25 Asset Sales.

(i) Any sale or other Disposition of all or a material portion of the Collateral pursuant to sections 363 or 1129 of the Bankruptcy Code, or (ii) the Bankruptcy Court shall enter an order authorizing, approving or granting (or any Loan Party shall file an application or motion seeking such authorization, approval or grant of) the sale of all or a substantial part of the Collateral on terms that are not acceptable to Lender in its reasonable discretion, in each case, other than (a) as permitted by the DIP Order, (b) pursuant to a transaction expressly permitted herein or (c) pursuant to the "*Order (I) (A) Establishing Bidding Procedures, Assumption and Assignment Procedures, and Stalking Horse Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, and (II) Granting Related Relief*" [Docket No. 1950] or any subsequent sale order entered in connection with the sale process described therein (each Disposition described in the foregoing clauses (a), (b) and (c), a "**Permitted Sale**"); or

8.26 Administrative Expense or Priority Claims.

A claim against Company arising prior to the Effective Date (as defined in the Chapter 11 Plan) of a kind specified under or entitled to priority pursuant to sections 364(c)(1), 503(b), 507(a), 507(b) or 1114(e)(2) of the Bankruptcy Code or otherwise shall have been allowed in excess of $125,000 against Company as a result of litigation with employees or former employees of Company (including, without limitation, wage and hour collective or class action litigation involving Company); or

8.27 [Reserved].

8.28 Alteration of DIP Order.

Entry of an order to (or any Loan Party shall file an application or motion seeking to) (i) revoke, reverse, stay, modify, supplement or amend the DIP Order other than modifications, amendments and supplements that are approved in writing by Lender in its sole discretion, (ii) permit any administrative expense or claim to have administrative priority as to the Loan Party equal or superior to the priority of Lender in respect of the Loan Documents, other than claims secured by Permitted Encumbrances, the Carve Out, Liens permitted pursuant to subsection 7.2A(ii) and the ITC Stipulated Claims (as defined in the Chapter 11 Plan) or (iii) grant or permit the grant of the Liens on the Collateral other than as permitted by the Loan Documents, including, but not limited to, the DIP Order;

THEN upon the occurrence and during the continuation of any Event of Default, Lender shall, by written notice to the Borrowers, declare all or any portion of (a) the unpaid principal amount of and accrued interest on the Loans, and (b) any and all other Obligations, to be, and the same shall forthwith become, immediately due and payable, without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by the Borrowers, and the obligation of Lender to make any Loan shall thereupon terminate.

Section 9. MISCELLANEOUS

9.1 Successors and Assigns; Assignments and Participations in Loans.

A. General. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of Lender (it being understood that Lender's rights of assignment are subject to the further provisions of this subsection 9.1). Neither Company's rights or obligations hereunder nor any interest therein may be assigned or delegated by Company without the prior written consent of Lender (and any attempted assignment or transfer by Company without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Affiliates of each of Lender and the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

B. Assignments.

(i) Amounts and Terms of Assignments. After the Outside Effective Date, Lender may assign to one or more Eligible Assignees all or any portion of the assigning Lender's rights and obligations under this Agreement; provided that, (a) the parties to each assignment shall execute and deliver to Lender an Assignment Agreement, and the Eligible Assignee, if it is not already a lender hereunder, shall deliver to Lender information reasonably requested by Lender, including such forms, certificates or other evidence, if any, with respect to United States federal income tax withholding matters as the assignee under such Assignment Agreement may be required to deliver to Lender pursuant to subsection 2.7B(iv) and (b) except in the case of an assignment to another Lender hereunder or an Affiliate of a Lender hereunder, Lender Representative shall have consented thereto (which consent shall not be unreasonably withheld); provided, further, that on or prior to the Outside Effective Date, Imerys Parent may assign to one or more Imerys Plan Proponents (as defined in the Chapter 11 Plan) all or any portion of Imerys Parent's rights and obligations under this Agreement.

Upon such execution, delivery and consent (where required), from and after the effective date specified in such Assignment Agreement, (y) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment Agreement, shall have the rights and obligations of a lender hereunder and (z) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment Agreement, relinquish its rights (other than any rights which survive the termination of this Agreement under subsection 9.9B) and be released from its obligations under this Agreement (and, in the case of an Assignment Agreement covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto. The assigning Lender shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender its Notes, if any, to Company or Imerys Canada, as the case may be, for cancellation, and thereupon new Notes shall, if so requested by the assignee and/or the assigning Lender in accordance with

subsection 2.1E, be issued by Company or Imerys Canada, as the case may be, to the assignee and/or to the assigning Lender, substantially in the form of Exhibit IV annexed hereto, with appropriate insertions, to reflect the amounts of the new Commitments and/or outstanding Loans, of the assignee and/or the assigning Lender. Other than as provided in subsection 9.5, any assignment or transfer by Lender of rights or obligations under this Agreement that does not comply with this subsection 9.1B shall be treated for purposes of this Agreement as a sale by Lender of a participation in such rights and obligations in accordance with subsection 9.1C; provided that if such participation is not permitted under subsection 9.1C then such assignment or transfer shall be null and void. Notwithstanding anything to the contrary herein or in any Assignment Agreement, in the case of an assignment to a Person meeting the criteria of clause (i) of the definition of the term "Eligible Assignee" of the assigning Lender, such assignment shall be effective between such assigning Lender and such Eligible Assignee immediately without compliance with the conditions for assignment under this subsection 9.1B, but shall not be effective with respect to any Loan Party or Lender, and each Loan Party and Lender shall be entitled to deal solely and directly with such assigning Lender under any such assignment, in each case, until the conditions for assignment under subsection 9.1B have been complied with.

(ii) Acceptance by Lender; Recordation in Register. Upon its receipt of an Assignment Agreement executed by an assigning Lender and an assignee representing that it is an Eligible Assignee, together with any forms, certificates or other evidence with respect to United States federal income tax withholding matters that such assignee may be required to deliver to Lender pursuant to subsection 2.7B(iv), Lender shall, if Lender has consented to the assignment evidenced thereby (to the extent such consent is required pursuant to subsection 9.1B(i)), (a) accept such Assignment Agreement by executing a counterpart thereof as provided therein (which acceptance shall evidence any required consent of Lender to such assignment), (b) record the information contained therein in the Register, and (c) give prompt notice thereof to Company and Imerys Canada. Lender shall maintain a copy of each Assignment Agreement delivered to and accepted by it as provided in this subsection 9.1B(ii).

C. Participations. After the Outside Effective Date, Lender may, without the consent of Company or Imerys Canada (but subject to prior written notice to Company and Imerys Canada), sell participations to one or more Persons (other than a natural Person, Company or any Affiliate of Company that is a debtor under the Chapter 11 Case) in all or a portion of Lender's rights and/or obligations under this Agreement; provided, that on or prior to the Outside Effective Date, Imerys Parent may, without the consent of Company or Imerys Canada (but subject to prior written notice to Company and Imerys Canada), sell participations to one or more Imerys Plan Proponents (as defined in the Chapter 11 Plan) in all or a portion of Imerys Parent's rights and/or obligations under this Agreement; provided, further, that (i) Lender's obligations under this Agreement shall remain unchanged, (ii) Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) Company and Imerys Canada shall continue to deal solely and directly with Lender in connection with Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which Lender sells such a

participation shall provide that Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver directly affecting (i) the extension of the regularly scheduled maturity of any portion of the principal amount of or interest on any Loan allocated to such participation (other than interest imposed by subsection 2.2E), (ii) a reduction of the principal amount of or the rate of interest payable on any Loan allocated to such participation (other than interest imposed by subsection 2.2E) or (iii) an increase in the Commitment allocated to such participation (it being understood that waivers or modifications of conditions precedent, covenants, Potential Events of Default or Events of Default, mandatory prepayments or mandatory reductions of Loans or Commitments, shall not constitute an increase in the Commitment allocated to any participation). Subject to the further provisions of this subsection 9.1C, each of Company and Imerys Canada agrees that each Participant shall be entitled to the benefits of subsections 2.6D and 2.7 to the same extent as if it were Lender and had acquired its interest by assignment pursuant to subsection 9.1B. To the extent permitted by law, each Participant also shall be entitled to the benefits of subsection 9.4 as though it were Lender, provided such Participant agrees to be subject to subsection 9.5 as though it were Lender. A Participant shall not be entitled to receive any greater payment under subsections 2.6D and 2.7 than Lender would have been entitled to receive with respect to the participation sold to such Participant unless the sale of the participation to such Participant is made with Company's or Imerys Canada's prior written consent. No Participant shall be entitled to the benefits of subsection 2.7 unless each of Company and Imerys Canada is notified of the participation sold to such Participant and such Participant agrees, for the benefit of Company and Imerys Canada, to comply with subsection 2.7B(iv) as though it were Lender (it being understood that the documentation required under subsection 2.7B(iv) shall be delivered to the participating Lender). If Lender sells a participation, Lender shall, acting solely for this purpose as an agent of Company and Imerys Canada, maintain a register on which it enters the name and address of each Participant to which it has sold a participation and the principal amounts of each such Participant's interest in the Loans or other rights and obligations of Lender under this Agreement (the "**Participant Register**"). The entries in the Participant Register shall be conclusive absent manifest error, and Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

D. Reserved.

E. Pledges and Assignments. Lender may at any time pledge or assign a security interest in all or any portion of its Loans, and the other Obligations owed to Lender, to secure obligations of Lender; provided that (i) Lender shall not be relieved of any of its obligations hereunder as a result of any such assignment or pledge and (ii) in no event shall any assignee or pledgee be considered to be a "Lender" or be entitled to require the assigning Lender to take or omit to take any action hereunder.

F. Information. Lender may furnish any information concerning Imerys Canada, Company and the Subsidiaries in the possession of Lender from time to time to assignees and participants (including prospective assignees and participants).

G. **Agreements of Lender**. Lender agrees, and each lender hereunder that becomes a party hereto pursuant to an Assignment Agreement shall be deemed to agree, (i) that it is an Eligible Assignee; (ii) that it has experience and expertise in the making of or purchasing loans such as the Loans; and (iii) that it will make or purchase Loans for its own account in the ordinary course of its business and without a view to distribution of such Loans within the meaning of the Securities Act or the Exchange Act or other federal securities laws (it being understood that, subject to the provisions of this subsection 9.1, the disposition of such Loans or any interests therein shall at all times remain within its exclusive control).

9.2 Expenses.

Whether or not the transactions contemplated hereby shall be consummated, Company and Imerys Canada agrees to pay promptly after written demand therefor (together with backup documentation supporting such reimbursement request): (i) all reasonable and documented out-of-pocket costs and expenses of negotiation, preparation, execution and administration of the Loan Documents and any consents, amendments, waivers or other modifications thereto; (ii) all reasonable and documented out-of-pocket costs and expenses of creating and perfecting Liens in favor of Lender pursuant to any Collateral Document, including filing and recording fees, expenses and search fees and title insurance premiums; (iii) all reasonable and documented out-of-pocket costs and expenses (including the reasonable and documented fees and expenses, and disbursements of any auditors, accountants or appraisers and any environmental or other consultants and advisors retained by Lender after consultation with Company and Imerys Canada) of obtaining and reviewing any appraisals provided for under subsection 6.9 and any environmental audits or reports provided for under subsection 6.7A; (iv) all reasonable and documented out-of-pocket costs and expenses incurred by Lender in connection with the custody or preservation of any of the Collateral; (v) all costs and expenses, including reasonable attorneys' fees and fees, costs and expenses of accountants, advisors and consultants, incurred by Lender and its counsel at any time that an Event of Default has occurred and is continuing, relating to efforts to (a) evaluate or assess any Loan Party, its business or financial condition and (b) protect, evaluate, assess or dispose of any of the Collateral, and (vi) all documented out-of-pocket costs and expenses, including attorneys' fees, fees, cost and expenses of accountants, advisors and consultants and costs of settlement, incurred by Lender in enforcing any Obligations of or in collecting any payments due from any Loan Party hereunder or under the other Loan Documents (including in connection with the sale of, collection from, or other realization upon any of the Collateral or the enforcement of the Loan Documents) or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "work-out" or pursuant to any insolvency or bankruptcy proceedings; provided that any legal fees and expenses to be reimbursed by Company and Imerys Canada in accordance with clauses (i) through (vi) above shall be limited to the reasonable and documented fees and disbursements of one outside counsel to Lender and, if reasonably necessary, one local outside counsel to Lender in each relevant material jurisdiction, and in the case of a conflict of interest, one additional counsel in each relevant material jurisdiction; provided, further, that the Loan Parties shall immediately notify the United States Trustee (as defined in the Chapter 11 Plan), counsel for the Tort Claimants' Committee (as defined in the Chapter 11 Plan), and counsel for the FCR (as defined in the Chapter 11 Plan) of all such written demands by Lender once made, who shall then have ten (10) Business Days to object to payment of such demand by Company and Imerys Canada. If an objection to a written demand by Lender is received within ten (10) Business

Days from a party-in-interest after such demand has been delivered to the United States Trustee (as defined in the Chapter 11 Plan), counsel for the Tort Claimants' Committee (as defined in the Chapter 11 Plan) or counsel for the FCR (as defined in the Chapter 11 Plan), Company and Imerys Canada shall only be required to pay the undisputed amount of the demand and the Bankruptcy Court shall have jurisdiction, upon a motion filed by such professional, to resolve all objections with respect to the disputed portion of such demand.

9.3 Indemnity.

In addition to the payment of expenses pursuant to subsection 9.2, whether or not the transactions contemplated hereby shall be consummated, each of Company and Imerys Canada agrees to defend (subject to Indemnitees' selection of counsel), indemnify, pay and hold harmless Lender and the officers, directors, trustees, employees, agents, advisors and Non-Debtor Affiliates of Lender (collectively called the "**Indemnitees**"), within 30 days after written demand therefor (together with backup documentation supporting such reimbursement request), from and against any and all Indemnified Liabilities (as hereinafter defined); provided that neither Company nor Imerys Canada shall have any obligation to any Indemnitee hereunder with respect to any Indemnified Liabilities to the extent such Indemnified Liabilities (x) arise from the gross negligence, bad faith or willful misconduct of, or material breach of the Loan Documents by, such Indemnitee as determined by a final and non-appealable judgment of a court of competent jurisdiction or (y) result from any dispute solely among Indemnitees and not involving any action or inaction by Company, Imerys Canada or their respective debtor Affiliates (excluding as against Lender in its capacity as lender hereunder).

As used herein, "**Indemnified Liabilities**" means, collectively, any and all liabilities, obligations, losses, damages (including natural resource damages), penalties, actions, judgments, suits, claims (including Environmental Claims), costs (including the costs of any investigation, study, sampling, testing, abatement, cleanup, removal, remediation or other response action necessary to comply with any applicable Environmental Law to remove, remediate, clean up or abate any Hazardous Materials or Hazardous Materials Activity), expenses and disbursements of any kind or nature whatsoever and documented fees and disbursements in connection with any investigative, administrative or judicial proceeding commenced or threatened by any Person, whether or not any such Indemnitee shall be designated as a party or a potential party thereto, and any fees or expenses incurred by Indemnitees in enforcing this indemnity (but limited, as to legal fees and expenses, to the documented fees and disbursements of one outside counsel to the Indemnitees taken as a whole and, if reasonably necessary, one local outside counsel to the Indemnitees taken as a whole in each relevant material jurisdiction and, in the case of a conflict of interest, one additional counsel to the Indemnitees taken as a whole and one local outside counsel in each relevant jurisdiction), whether direct, indirect or consequential and whether based on any federal, state or foreign laws, statutes, rules or regulations (including securities and commercial laws, statutes, rules or regulations and Environmental Laws), on common law or equitable cause or on contract or otherwise, that may be imposed on, incurred by, or asserted against any such Indemnitee, in any manner relating to or arising out of (i) this Agreement, the other Loan Documents or the transactions contemplated hereby or thereby (including Lender's agreement to make the Loans hereunder or the use or intended use of the proceeds thereof, of any present or future de jure or de facto Government Authority or any enforcement of any of the Loan Documents (including any sale of, collection from, or other realization upon any of the Collateral

or the enforcement of the Subsidiary Guaranty)), or (ii) any Environmental Claim or any Hazardous Materials Activity relating to or arising from, directly or indirectly, any past or present activity, operation, land ownership, or practice of Imerys Canada, Company or any of the Subsidiaries; provided, however, that neither Company nor Imerys Canada shall be obligated to indemnify any Indemnitees for any acts or omissions of such Indemnitee in connection with matters described in this subsection to the extent arising from the gross negligence, bad faith, willful misconduct of, or material breach of the Loan Documents by such Indemnified Party, as determined by a court of competent jurisdiction in a final and non-appealable judgment. Other than Taxes that represent losses, claims or damages arising from a non-Tax claim, Taxes shall not be Indemnified Liabilities.

To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this subsection 9.3 may be unenforceable in whole or in part because they are violative of any law or public policy, Company and/or Imerys Canada, as the case may be, shall contribute the maximum portion that it is permitted to pay and satisfy under Applicable Law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them.

9.4 Set-Off.

In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, upon the occurrence and during the continuation of any Event of Default (and with the approval of Lender prior to any Loans becoming or being declared to be due under Section 8) each of Lender and its Non-Debtor Affiliates is hereby authorized by Company and Imerys Canada at any time or from time to time, without notice to Company, Imerys Canada or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all deposits (general or special, time or demand, provisional or final, including Indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts), other Indebtedness and other payment obligations at any time held or owing by Lender or any Non-Debtor Affiliate of Lender to or for the credit or the account of Company or any other Loan Party (including, without limitation, any payment obligations of Lender to or in favor of any Loan Party under the Chapter 11 Plan) against and on account of the Obligations of Company or any other Loan Party to Lender (or any Non-Debtor Affiliate of Lender) under this Agreement and the other Loan Documents, including all claims of any nature or description arising out of or connected with this Agreement or any other Loan Document, irrespective of whether or not (i) Lender shall have made any demand hereunder or (ii) the principal of or the interest on the Loans or any other amounts due hereunder shall have become due and payable pursuant to Section 8 and although said obligations and liabilities, or any of them, may be contingent or unmatured.

9.5 Confidentiality. Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, limited partners, managed accounts, investors, lenders, directors, officers, employees, trustees, representatives and agents, including accountants, legal counsel and other advisors and service providers on a need-to-know basis (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential in accordance with customary practices); (b) to the extent requested by any regulatory authority having jurisdiction over such Lender or its

Affiliates or in connection with any pledge or assignment permitted under subsection 9.1E; (c) in any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by Applicable Laws or regulations or by any subpoena or similar legal process, in each case based upon the reasonable advice of the Lender's legal counsel (in which case the Lender agrees (except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority or self-regulatory authorities exercising examination or regulatory authority), to the extent not prohibited by Applicable Law, to promptly notify the Borrowers prior to such disclosure); (d) to any other party to this Agreement; (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (f) other than as set forth in clause (a) above, subject to an agreement containing provisions substantially the same (or at least as restrictive) as those of this subsection 9.5 (or as may otherwise be reasonably acceptable to the Borrowers), to any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement; (g) with the written consent of the Borrowers; (h) to the extent such Information becomes publicly available other than as a result of a breach of this subsection 9.5; (i) to any state, federal or foreign authority or examiner (including the National Association of Insurance Commissioners or any other similar organization) regulating Lender or any Affiliate of Lender; (j) in connection with establishing a "due diligence" defense in connection with any legal, judicial, administrative proceeding or other process; or (k) to the extent such Information becomes available to such Person on a non-confidential basis from a source other than the Borrowers or on any Borrower's behalf and not in violation of any confidentiality agreement or obligation owed to the Borrowers.

For the purposes of this subsection 9.5, "**Information**" means all information received from any Loan Party or any Subsidiary relating to any Loan Party or any Subsidiary or their respective businesses, other than any such information that is publicly available prior to disclosure by any Loan Party other than as a result of a breach of this subsection 9.5 by such Lender. Any Person required to maintain the confidentiality of Information as provided in this subsection 9.5 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Lender acknowledges that (i) the Information may include material non-public information concerning the Loan Parties and the Subsidiaries (or any of their respective parent companies), (ii) it has developed compliance procedures regarding the use of material non-public information and (iii) it will handle such material non-public information in accordance with Applicable Law, including United States federal and state laws and Canadian securities laws.

9.6 Amendments and Waivers.

No amendment, modification, termination or waiver of any provision of this Agreement, the Notes or any other Loan Document, and no consent to any departure by Company or any other Loan Party therefrom, shall in any event be effective without the written concurrence of Lender Representative, the Required Lenders and the Borrowers.

9.7 Independence of Covenants.

All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of an Event of Default or Potential Event of Default if such action is taken or condition exists.

9.8 Notices; Effectiveness of Signatures.

Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, or sent by telefacsimile, electronic mail, or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile in complete and legible form, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed; provided that notices to Lender shall not be effective until received. For the purposes hereof, the address of each party hereto shall be as set forth under such party's name on the signature pages hereof or such other address as shall be designated by such party in a written notice delivered to the other parties hereto. Electronic mail and Internet and intranet websites may be used to distribute routine communications, such as financial statements and other information as provided in subsection 6.1. Lender, Company or Imerys Canada may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications. As of the Closing Date, Lender has agreed to accept such electronic delivery of the items required to be delivered by Company and Imerys Canada under subsection 6.1.

Loan Documents and notices under the Loan Documents may be transmitted and/or signed by telefacsimile and by signatures delivered in 'PDF' format by electronic mail. The effectiveness of any such documents and signatures shall, subject to Applicable Law, have the same force and effect as an original copy with manual signatures and shall be binding on all Loan Parties and Lender. Lender may also require that any such documents and signatures be confirmed by a manually-signed copy thereof; provided, however, that the failure to request or deliver any such manually-signed copy shall not affect the effectiveness of any facsimile document or signature.

9.9 Survival of Representations, Warranties and Agreements.

A. All representations, warranties and agreements made herein shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

B. Notwithstanding anything in this Agreement or implied by law to the contrary, the agreements of Company and Imerys Canada set forth in subsections 2.6D, 2.7, 9.2, 9.3, 9.17 and 9.18 and the agreements of Lender set forth in subsection 9.18 shall survive the payment of the Loans and the termination of this Agreement.

9.10 Failure or Indulgence Not Waiver; Remedies Cumulative.

No failure or delay on the part of Lender in the exercise of any power, right or privilege hereunder or under any other Loan Document shall impair such power, right or privilege

or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Loan Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available.

9.11 Marshalling; Payments Set Aside.

Lender shall not be under any obligation to marshal any assets in favor of Company, Imerys Canada or any other party or against or in payment of any or all of the Obligations. To the extent that Company or Imerys Canada makes a payment or payments to Lender or Lender enforces any security interests or exercises its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any similar official in respect of a Loan Party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor or related thereto, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

9.12 Severability.

In case any provision in or obligation under this Agreement or the Notes shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

9.13 Independent Nature of Lender's Rights; Damage Waiver.

Nothing contained herein or in any other Loan Document, and no action taken by Lender pursuant hereto or thereto, shall be deemed to constitute Lender, on the one hand, and Company or Imerys Canada, on the other hand, as a partnership, an association, a Joint Venture or any other kind of entity. The amounts payable at any time hereunder to Lender shall be a separate and independent debt, and Lender shall be entitled to protect and enforce its rights arising out of this Agreement.

To the extent permitted by law, neither Company nor Imerys Canada shall assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with or as a result of this Agreement (including, without limitation, subsection 2.1C hereof), any other Loan Document, any transaction contemplated by the Loan Documents, any Loan or the use of proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with the Loan Documents or the transactions contemplated thereby unless such use by an unintended recipient resulted from the gross negligence, bad faith or willful misconduct on the part

of, or material breach of the Loan Documents by, such Indemnitee as determined by a final and non-appealable judgment of a court of competent jurisdiction.

9.14 Release of Security Interest or Guaranty.

Upon the proposed sale or other disposition of any Collateral to any Person that is permitted by this Agreement or to which Lender has otherwise consented, or the sale or other disposition of all of the Capital Stock of a Subsidiary Guarantor to any Person that is permitted by this Agreement or to which Lender has otherwise consented, for which a Loan Party desires to obtain a security interest release or a release of the Subsidiary Guaranty from Lender, such Loan Party shall deliver an Officer's Certificate (i) stating that the Collateral or the Capital Stock subject to such disposition is being sold or otherwise disposed of in compliance with the terms hereof and (ii) specifying the Collateral or Capital Stock being sold or otherwise disposed of in the proposed transaction. Upon the receipt of such Officer's Certificate, Lender shall, at such Loan Party's expense, so long as Lender (a) has no reason to believe that the facts stated in such Officer's Certificate are not true and correct and (b), if the sale or other disposition of such item of Collateral or Capital Stock constitutes an Asset Sale, shall have received evidence satisfactory to it that arrangements satisfactory to it have been made for delivery of the Net Asset Sale Proceeds as required by subsection 2.4, execute and deliver such releases of its security interest in such Collateral or such Subsidiary Guaranty, as may be reasonably requested by such Loan Party.

9.15 Applicable Law.

THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN ANY SUCH LOAN DOCUMENT), AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW, EXCEPT AS GOVERNED BY THE BANKRUPTCY CODE.

9.16 Construction of Agreement; Nature of Relationship.

Each of the parties hereto acknowledges that (i) it has been represented by counsel in the negotiation and documentation of the terms of this Agreement, (ii) it has had full and fair opportunity to review and revise the terms of this Agreement, (iii) this Agreement has been drafted jointly by all of the parties hereto, and (iv) Lender has no fiduciary relationship with or duty to Company or Imerys Canada arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Company and Imerys Canada, on the one hand, and Lender, on the other hand, in connection herewith or therewith is solely that of debtor and creditor. Accordingly, each of the parties hereto acknowledges and agrees that the terms of this Agreement shall not be construed against or in favor of another party.

9.17 Consent to Jurisdiction and Service of Process.

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION

OF THE BANKRUPTCY COURT AND ANY APPELLATE COURT FROM ANY RULING THEREOF, IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST COMPANY, THE OTHER LOAN PARTIES, OR ANY OF THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY HERETO, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY AND UNCONDITIONALLY:

(I) WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 9.17, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT;

(II) CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SUBSECTION 9.8, AND NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW; AND

(III) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (II) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH PARTY IN ANY SUCH PROCEEDING IN SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT.

9.18 Waiver of Jury Trial.

EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE

OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS LOAN TRANSACTION OR THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that each has already relied on this waiver in entering into this Agreement, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SUBSECTION 9.18 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOANS MADE HEREUNDER**. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

9.19 [Reserved].

9.20 Customer Identification - USA PATRIOT Act Notice.

Lender hereby notifies the Loan Parties that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56, signed into law October 26, 2001 (the "**Act**"), it may be required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow Lender to identify the Loan Parties in accordance with the Act.

9.21 Counterparts; Effectiveness.

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

9.22 Paramountcy.

If there is any conflict or inconsistency between any provision of this Agreement and any provision of any other Loan Document, the provisions of this Agreement shall, to the extent necessary to resolve such conflict, govern. If there is any conflict or inconsistency between any provision of this Agreement and any provision of the DIP Order, the provisions of the DIP Order shall, to the extent necessary to resolve such conflict, govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

IMERYS TALC AMERICA, INC.

By: ______________________________
Name:
Title:

Notice Address:

100 Mansell Court East, Suite 300
Roswell, Georgia 30076
Attention: Ryan Van Meter
Email: ryan.vanmeter@imerys.com

IMERYS TALC CANADA INC.

____
Name:
Title:

Notice Address:

100 Mansell Court East, Suite 300
Roswell, Georgia
Attention: Ryan Van Meter
Email: ryan.vanmeter@imerys.com

IMERSY S.A., as Lender

By: ______________________________
Name:
Title:

Notice Address:

Imerys S.A.
c/o Imerys Greenelle
43 Quai de Grenelle
75015 Paris
Attention: Frédérique Berthier-Raymond, Group General Counsel & Company Secretary
Email: frederique.berthier@imerys.com

DocuSign Envelope ID: 60E4598F-6C4E-45E3-B537-11171E50A834

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "**DEBTORS**")
APPLICATION OF IMERYS TALC CANADA INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF ANTHONY WILSON
SWORN NOVEMBER 20, 2020

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Lawyers for the Applicant

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	WEDNESDAY, THE 25TH
	)	
	)	
JUSTICE HAINEY	)	DAY OF NOVEMBER, 2020

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

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

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

ORDER
(RECOGNITION OF SALE APPROVAL ORDER)

THIS MOTION, made by Imerys Talc Canada Inc. in its capacity as the foreign representative (the "**Foreign Representative**") of the Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Motion Record, proceeded on this day by way of videoconference due to the COVID-19 crisis.

ON READING the affidavit of Anthony Wilson sworn November 20, 2020 (the "**Wilson Affidavit**"), the Ninth Report of Richter Advisory Group Inc., in its capacity as information officer (the "**Information Officer**") dated November ●, 2020, each filed, and upon being provided with copies of the documents required by section 49 of the CCAA,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and those other parties listed on the counsel slip;

DEFINED TERMS

1. **THIS COURT ORDERS** that capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Supplemental Order (Foreign Main Proceeding) granted in the course of these proceedings by the Honourable Justice McEwen on February 20, 2019.

112458219

SERVICE

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

RECOGNITION OF FOREIGN ORDERS

3. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Wilson Affidavit.

4. **THIS COURT ORDERS** that the following order of the United States Bankruptcy Court for the District of Delaware made in the insolvency proceedings of the Debtors under Chapter 11 of Title 11 of the United States Bankruptcy Code is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA: *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] (the "**Sale Approval Order**").

GENERAL

5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer as officer of this Court, and their respective counsel and agents in carrying out the terms of this Order.

6. **THIS COURT ORDERS AND DECLARES** that this Order and all of its provisions are effective from the date it is made without any need for entry and filing.

____

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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ORDER
(RECOGNITION OF FOREIGN ORDERS)

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF IMERYS TALC AMERICA, INC., IMERYS TALC VERMONT, INC., AND IMERYS TALC CANADA INC. (THE "DEBTORS")
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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD
(RECOGNITION OF SALE APPROVAL ORDER)
(Returnable November 25, 2020)

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