

**THE STATE OF NEW HAMPSHIRE**

**MERRIMACK, SS.**

**SUPERIOR COURT**

**Docket No. 217-2003-EQ-00106**

**In the Matter of the Liquidation of  
The Home Insurance Company**

**AFFIDAVIT OF THOMAS W. LADD IN SUPPORT OF JOHNSON & JOHNSON'S  
ASSENTED-TO MOTION TO VACATE THE COURT'S JANUARY 19, 2021  
ORDER APPROVING SETTLEMENT AGREEMENT AND TO HOLD IN  
ABEYANCE THE LIQUIDATOR'S MOTION FOR APPROVAL OF  
SETTLEMENT AGREEMENT WITH JOHNSON & JOHNSON**

I, Thomas W. Ladd, hereby depose and say:

1. I am an attorney-at-law of the State of New Jersey, and am a partner with the law firm of McCarter & English, LLP, attorneys for Johnson & Johnson ("J&J"). I have been admitted *pro hac vice* in this matter. I have represented J&J for approximately twenty years on various insurance coverage issues, including issues related to coverage for claims arising out of the use of J&J's talc products. I make this affidavit in support of J&J's Assented-To Motion to Vacate The Court's January 19, 2021 Order Approving Settlement Agreement and to Hold in Abeyance the Liquidator's Motion for Approval of Settlement Agreement with J&J. I am fully familiar with the facts set forth herein.

2. The present motion seeks the entry of an order vacating this Court's January 19, 2021 Order and to hold in abeyance for sixty (60) days from the date of J&J's proposed order the Liquidator's Motion for Approval of Settlement Agreement with J&J (the "Liquidator's Motion").

3. J&J recently entered into a settlement agreement with The Home Insurance Company in Liquidation ("Home") to resolve the proofs of claim submitted by J&J relating

to J&J's talc liabilities. The settlement was executed on December 2, 2020. The Liquidator's Motion was filed on December 3, 2020.

4. Following this settlement, J&J learned that Imerys Talc Vermont ("Imerys"), J&J's former talc supplier, which declared bankruptcy in early 2019, is asserting it has rights under certain policies issued to J&J, including, potentially, policies issued by The Home Insurance Company and City Insurance Company (the "Home policies"). The bankruptcy is pending in the United States Bankruptcy Court for the District of Delaware.

5. Imerys made the assertion that it has rights under policies issued to J&J in a December 10, 2020 letter to plaintiff-insurers involved in an insurance coverage litigation pending in New Jersey (the "coverage litigation"). Attached hereto as Exhibit A is a true and correct copy of Imerys' December 10, 2020 letter. That coverage action was brought against J&J by a number of J&J's insurers, seeking a declaratory judgment that they do not owe coverage under their policies to J&J for its talc losses. Home is not a party to the case.

6. In its December 10th letter, Imerys demands that the plaintiff-insurers seek a stay of the coverage litigation. Imerys asserts that continuation of the coverage litigation may violate the automatic stay Order in place in the bankruptcy proceedings.

7. To J&J's knowledge, Imerys has not filed a proof of claim in the instant liquidation proceedings. Additionally, the Home policies are not at issue in the coverage litigation. However, Imerys has identified the Home policies as assets of its bankruptcy estate. Attached hereto as Exhibit B is a true and correct copy of the schedule of insurance

assets filed by Imerys in the bankruptcy court.<sup>1</sup> 8. Following receipt of the December 10<sup>th</sup> letter, J&J, filed a motion seeking the entry of an order holding the settlement in abeyance for sixty (60) days from the date of the order.

8. On or about January 19, 2021, I received a copy of this Court's Order granting the Liquidator's Motion and approving the settlement between Home and J&J. Attached hereto as Exhibit C is a true and correct copy of the Court's January 19, 2021 Order.

9. It appears that the Court may have entered this Order before it had a chance to consider J&J's motion to hold the settlement in abeyance. In view of the foregoing, J&J believes it would be prudent to vacate this Court's January 19, 2021 Order and hold the Liquidator's Motion for approval of the settlement in abeyance for sixty (60) days from the date of the proposed order accompanying J&J's motion. J&J anticipates it will receive within that time further direction from the Court in New Jersey and/or the Bankruptcy Court in Delaware regarding a stay of the New Jersey coverage action or approval of the Home settlement pending before this Court.

10. Counsel for J&J has conferred with counsel for the Liquidator, and the Liquidator assents to the relief sought in this motion.

I DECLARE UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
EXECUTED ON JANUARY 28, 2021

/s/ Thomas W. Ladd  
Thomas W. Ladd

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<sup>1</sup> J&J does not concede that Imerys may impede J&J's ability to secure coverage under policies issued to J&J, including the Home policies.

# **EXHIBIT A**



December 10, 2020

Jason A. Frye  
Attorney at Law

Tel 312.827.1066  
Fax 312.980.0738  
jfrye@ngelaw.com

**VIA E-MAIL**

Daniel J. Wityk  
[daniel.wityk@mendes.com](mailto:daniel.wityk@mendes.com)  
Mendes & Mount, LLP  
750 Seventh Ave.  
New York, NY 10019

**Re: *Atlanta International Insurance Company, et al v. Johnson & Johnson, et al.*  
Case No. MID-L-003563-19**

Dear Daniel:

We are special insurance coverage and indemnification counsel for Imerys Talc America, Inc., Imerys Talc Vermont, Inc., and Imerys Talc Canada Inc. (collectively, the “**Debtors**”) in connection with the bankruptcy cases currently pending in the U.S. Bankruptcy Court for the District of Delaware styled as *In re Imerys Talc America, Inc.*, Case No. 19-10289 (LSS), (the “**Chapter 11 Cases**”). We write because the Debtors have become aware of the coverage lawsuit referenced above (the “**Coverage Lawsuit**”) that your clients filed against Johnson & Johnson (“**J&J**”) and others. Be advised that the protections afforded to the Debtors in the Chapter 11 Cases require that you immediately stay the Coverage Lawsuit in its entirety.

One of the Debtors, Imerys Talc Vermont, Inc. (“**ITV**”), is an insured under the policies issued to J&J prior to January 6, 1989. Prior to this date, ITV (f/k/a Windsor Minerals, Inc.) was a wholly-owned subsidiary of J&J. Through a series of subsequent transactions, Debtor ITV became, and continues to be, a wholly-owned subsidiary of Debtor Imerys Talc America, Inc.<sup>1</sup>

As a result of the commencement of the Chapter 11 Cases, and by operation of law pursuant to section 362 of title 11 of the United States Code (the “**Bankruptcy Code**”), the automatic stay generally enjoins all entities from, among other things, any act to obtain possession of property of the estate or of property from the estate or to otherwise exercise control over property of the Debtors’ estates. 11 U.S.C. § 362(a)(3). The protections of the automatic stay apply to a debtor’s property wherever located and by whomever held. *See* 11 U.S.C. § 541(a); *In re Allen*, 768 F.3d 274, 276, 279 (3d Cir. 2014) (stating that “[b]ankruptcy jurisdiction, at its core, is *in rem*” and holding that actual possession by the debtor is not required for property to be part of the debtor’s estate) (internal citation and quotation marks omitted) (alteration and emphasis in original).

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<sup>1</sup> A copy of the applicable Articles of Amendment is attached hereto for your convenience.



Daniel J. Wityk  
December 10, 2020  
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The policies at issue in the Coverage Lawsuit are property of the Debtors' estates. Section 541(a)(1) of the Bankruptcy Code expressly provides that property of the estate includes "all legal or equitable interests of the debtor in property as of the commencement of the case." Courts have long held that insurance policies are property of a bankruptcy estate. *See, e.g., ACandS, Inc. v. Travelers Cas. & Sur. Co.*, 435 F.3d 252, 260 (3rd Cir. 2006) ("It has long been the rule in this Circuit that insurance policies are considered part of the property of a bankruptcy estate."); *In re Johns Manville Corp.*, 26 B.R. 420, 436 (S.D.N.Y. 1983) (holding that debtor's "rights under its insurance policies and all causes of action arising thereunder constitute property of the [debtor's] estates within the purview of Section 541(a) of the Code"); *A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 1001 (4th Cir. 1986) (holding that a debtor's insurance policy may well be the most important asset of the estate, and "any action in which the judgment may diminish this 'important asset' is unquestionably subject to a stay under [11 U.S.C. 362(a)(3)]") (quotations omitted).

The automatic stay applies here because the Coverage Lawsuit may adversely affect the Debtors' interest in the J&J insurance policies. The Bankruptcy Code provides that "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate" is automatically enjoined. 11 U.S.C. § 362(a)(3). To this end, courts have recognized that application of the automatic stay is not limited to suits or actions where the debtor is actually a named party. Rather, the automatic stay must be enforced with respect to any action or proceeding "against an interest of the debtor." *Kaiser Group Int'l, Inc. v. Kaiser Aluminum & Chem. Corp.*, 315 B.R. 655, 658 (D. Del. 2004); *see also Cf. Harbison-Walker Refractories Co. v. ACE Prop. & Cas. Ins. Co. (In re Global Indus. Techs.)*, 303 B.R. 753, 760 (Bank. W.D. Pa. 2004) ("A declaratory judgment action against a debtor is an 'act to . . . exercise control over property of the estate,' 11 U.S.C. §362(a)(3), insofar as it seeks to affect the insurance policies which are estate property. The fact that the action does not name Debtor is not dispositive. We find that Debtor's interests with respect to insurance policies will be adversely affected and perhaps irreparably harmed if the New York Action is permitted to go forward"); *ACandS, Inc.*, 435 F.3d at 261 ("[B]ecause the grant of affirmative relief to Travelers had the effect of terminating ACandS's coverage, we hold that it violated the automatic stay.").

Accordingly, the Debtors demand that you immediately advise the court in the Coverage Lawsuit of the Chapter 11 Cases and stay the Coverage Lawsuit, and any related proceedings, in their entirety. Please confirm to us in writing by December 24, 2020, that the court has been so advised. If necessary, the Debtors are prepared to file a motion to enforce the automatic stay in the Chapter 11 Cases.<sup>2</sup>

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<sup>2</sup> "[A]n individual injured by any willful violation of a stay provided by this section shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages." 11 U.S.C. § 362(k)(1).



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Daniel J. Wityk  
December 10, 2020  
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The Debtors look forward to receiving your confirmation. The Debtors reserve all rights under applicable law.

Sincerely,

/s/ Jason A. Frye

JAF

cc: Angela Elbert  
Kim Posin  
Amy Quartarolo  
Eileen McCabe  
Stephen Roberts  
Thomas Ladd



VERMONT SECRETARY OF STATE

Corporations Division

MAILING ADDRESS: Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104

DELIVERY ADDRESS: Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104

PHONE: 802-828-2386

WEBSITE: www.sec.state.vt.us

V125660

ARTICLES OF AMENDMENT
(Vermont profit corporation T.11A, §10.06)

Vermont Secretary of State, 128 State Street Montpelier, VT 05633-1104 (802-828-2386)

{A VT domestic for-profit corporation may amend its articles of incorporation at any time to add or change a provision that is required or permitted in the articles of incorporation or to delete a provision not required. If a corporation has not yet issued shares, its incorporator or board of directors may adopt one or more amendments}

Current NAME of corporation:

Windsor Minerals, Inc.

The text and date of each amendment adopted:

The name of the corporation is hereby changed to Imerys Talc Vermont, Inc. ✓

{ } This corporation amends to become a BENEFIT corporation under T.11 Chapter 21

The name of the BENEFIT DIRECTOR is:

The name of the BENEFIT OFFICER is:

State the specific purpose of the benefit corporation:

Does this amendment provide for an exchange, reclassification, or cancellation of issued shares? If so, state those provisions:

No

If the amendment was adopted by the incorporators or board of directors, without shareholder action, make a statement to that effect and that shareholder action was not required.

If the amendment was approved by shareholders. (A) the designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and number of votes of each voting group represented at the meeting.

There were 50,000 common shares entitled to be cast on the amendment.

(B) either the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment or the total number of undisputed votes cast for the amendment by each voting group and a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

There were 50,000 undisputed votes cast for the amendment which was sufficient for approval.

Signature: [Signature] Title: Secretary Date: 9/12/11

\$25.00 fee: If a delayed effective date is not specified (no later than 90 days after filing), it is effective the date it is approved.

File in duplicate with a self-addressed envelope.

2011 SEP 13 PM 1:51
VERMONT SECRETARY OF STATE CORPORATIONS

# **EXHIBIT B**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
IMERYYS TALC AMERICA, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 19-10289 (LSS)
	)	
Debtors.	)	(Jointly Administered)
	)	

**GLOBAL NOTES AND  
STATEMENT OF LIMITATIONS, METHODOLOGY,  
AND DISCLAIMERS REGARDING THE DEBTORS’ SCHEDULES  
OF ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

Imerys Talc America, Inc. (“ITA”) and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (the “Debtors”), have filed their respective Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “Statements”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The Debtors, with the assistance of their legal and financial advisors, prepared the Schedules and Statements in accordance with section 521 of title 11 of the United States Code (the “Bankruptcy Code”) and rule 1007 of the Federal Rules of Bankruptcy Procedure.

Alexandra Picard has signed each set of the Schedules and Statements. Ms. Picard serves as the Chief Financial Officer for each of the Debtors and is an authorized signatory for each of the Debtors. In reviewing and signing the Schedules and Statements, Ms. Picard has necessarily relied upon the efforts, statements, advice, and representations of personnel of the Debtors and the Debtors’ legal and financial advisors. Given the global scale of the Debtors’ business covered by the Schedules and Statements, Ms. Picard has not (and could not have) personally verified the accuracy of each such statement and representation, including, but not limited to, statements and representations concerning amounts owed to creditors.

In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have made every reasonable effort to ensure the accuracy and completeness of the Schedules and Statements, subsequent information or discovery may result in material changes to the Schedules and Statements. As a result, inadvertent errors or omissions may exist. Accordingly, the Debtors and their directors, officers, agents, attorneys, and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided in the Schedules and Statements and shall not be liable for any loss or injury arising out of, or caused in whole or in part by, the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling,

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Order Under Fed. R. Bankr. P. 1015 and Del. Bankr. L.R. 1015-1 Authorizing Joint Administration of Chapter 11 Cases* [Docket 52]. The Debtors’ address is 100 Mansell Court East, Roswell, Georgia 30076.

collecting, interpreting, reporting, communicating, or delivering the information contained in the Schedules and Statements.

For the avoidance of doubt, the Debtors and their agents, attorneys, and financial advisors hereby reserve their rights to amend and supplement the Schedules and Statements as may be necessary or appropriate, but expressly do not undertake any obligation to update, modify, revise, or re-categorize the information provided in the Schedules and Statements or to notify any third party should the information be updated, modified, revised, or re-categorized, except as required by applicable law.

In no event shall the Debtors or their directors, officers, agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Debtors or their directors, officers, agents, attorneys, and financial advisors are advised of the possibility of such damages.

### **Global Notes and Overview of Methodology**

1. **Description of Cases.** On February 13, 2019 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On February 14, 2019, the Bankruptcy Court entered an order directing procedural consolidation and joint administration of these chapter 11 cases [Docket No. 52]. Notwithstanding the joint administration of the Debtors’ cases for procedural purposes, each Debtor has filed its own Schedules and Statements. The information provided in the Schedules and Statements, except as otherwise noted, is reported as of the close of business on the Petition Date.
2. **Global Notes Control.** These global notes (the “Global Notes”) pertain to and comprise an integral part of each of the Debtors’ Schedules and Statements and should be referenced in connection with any review thereof. In the event that the Schedules and Statements conflict with the Global Notes, the Global Notes shall control.
3. **Reservations and Limitations.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements. However, as noted above, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend and supplement the Schedules and Statements as may be necessary or appropriate but do not undertake any obligation to do so, except as required by applicable law. Nothing contained in the Schedules and Statements constitutes a waiver of any of the Debtors’ rights or an admission of any kind with respect to these chapter 11 cases, including, but not limited to, any claims against the Debtors, any rights or claims of the Debtors against any third party, or any issues involving substantive consolidation, equitable subordination, or defenses or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable bankruptcy or non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in these Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.

- (a) **No Admission.** Nothing contained in the Schedules and Statements or the Global Notes is intended to be or should be construed as an admission or stipulation of the validity of any claim against the Debtors or any assertion made, or a waiver of the Debtors' rights to dispute any such claim or assert any cause of action or defense against any party.
- (b) **Recharacterization and Classifications.** Notwithstanding that the Debtors have made reasonable efforts to correctly characterize, classify, categorize, or designate certain claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements, the Debtors nonetheless may have improperly characterized, classified, categorized, or designated certain items. The Debtors thus reserve all rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as is necessary and appropriate.

For the avoidance of doubt, listing (i) a claim on Schedule D as "secured," (ii) a claim on Schedule E/F as "priority" or "unsecured," or (iii) a contract on Schedule G as "executory" or "unexpired" does not constitute an admission by the Debtors of the legal rights of the claimant or contract counterparty or a waiver of the Debtors' rights to recharacterize or reclassify such claim or contract.

- (c) **Claim Description.** Any failure to designate a claim on a given Debtor's Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by such Debtor that such amount is not "disputed," "contingent," or "unliquidated." The Debtors reserve all rights to dispute, or assert offsets or defenses to, any claim reflected on their respective Schedules and Statements on any grounds, including, without limitation, liability or classification, or to otherwise subsequently designate such claims as "disputed," "contingent," or "unliquidated" or object to the extent, validity, enforceability, priority, or avoidability of any claim. Moreover, listing a claim does not constitute an admission of liability by the Debtor against which the claim is listed or by any of the Debtors. The Debtors reserve all rights to amend their Schedules and Statements as necessary and appropriate, including, but not limited to, with respect to claim description and designation.
- (d) **Estimates and Assumptions.** The preparation of the Schedules and Statements required the Debtors to make reasonable estimates and assumptions with respect to the reported amounts, including but not limited to amounts of assets and liabilities, the amount of contingent assets and contingent liabilities on the date of filing the Schedules and Statements, and the reported amounts of revenues and expenses during the applicable reporting periods. Actual results could differ materially from such estimates.
- (e) **Causes of Action.** Despite reasonable efforts, the Debtors may not have identified and/or set forth all of their causes of action (filed or potential) against third parties as assets in their Schedules and Statements, including, without limitation, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under

other relevant bankruptcy and non-bankruptcy laws to recover assets. The Debtors reserve all rights with respect to any causes of action, and nothing in these Global Notes or the Schedules and Statements should be construed as a waiver of any such causes of action.

- (f) **Intellectual Property Rights.** Exclusion of any intellectual property should not be construed as an admission that such intellectual property rights have been abandoned, terminated, or otherwise expired by their terms, or assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property should not be construed as an admission that such intellectual property rights have not been abandoned, terminated, or otherwise expired by their terms, or assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction.
- (g) **Insiders.** In the circumstance where the Schedules and Statements require information regarding “insiders,” the Debtors have included information with respect to the individuals who the Debtors believe would be included in the definition of “insider” set forth in section 101(31) of the Bankruptcy Code during the relevant time periods. Such individuals may no longer serve in such capacities. In the interest of additional disclosure, the Debtors have also included certain individuals who may have held or currently hold officer titles in their responses to Statements, Part 13, Question 28.

The listing of a party as an insider for purposes of the Schedules and Statements is not intended to be, nor should it be, construed as an admission of any fact, right, claim, or defense and all such rights, claims, and defenses are hereby expressly reserved. Information regarding the individuals listed as insiders in the Schedules and Statements has been included for informational purposes only and such information may not be used for: (1) the purposes of determining (a) control of the Debtors; (b) the extent to which any individual exercised management responsibilities or functions; (c) corporate decision-making authority over the Debtors; or (d) whether such individual could successfully argue that he or she is not an insider under applicable law, including the Bankruptcy Code and federal securities laws, or with respect to any theories of liability or (2) any other purpose.

#### 4. **Methodology.**

- (a) **Basis of Presentation.** The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”) nor are they intended to be fully reconciled to the financial statements of each Debtor. The Schedules and Statements contain unaudited information that is subject to further review and potential adjustment. The Schedules and Statements reflect the Debtors’ reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis.

- (b) **Confidential Information.** There may be instances in the Schedules and Statements where the Debtors deemed it necessary and appropriate to redact from the public record information such as names, addresses, or amounts. Typically, the Debtors have used this approach because of an agreement between the Debtors and a third party, local restrictions on disclosure, concerns of confidentiality and protection of sensitive commercial information (*e.g.*, names of customers), or concern for the privacy of an individual.
- (c) **Duplication.** Certain of the Debtors' assets, liabilities, and prepetition payments may properly be disclosed in response to multiple parts of the Statements and Schedules. To the extent these disclosures would be duplicative, the Debtors have endeavored to only list such assets, liabilities, and prepetition payments once.
- (d) **Net Book Value.** In certain instances, current market valuations for individual items of property and other assets are neither maintained by, nor readily available to, the Debtors. Accordingly, unless otherwise indicated, the Debtors' Schedules and Statements reflect net book values as of January 31, 2019. Market values may vary—at some times materially—from net book values. The Debtors believe that it would be an inefficient use of estate assets for the Debtors to obtain the current market values of their property and other assets. Accordingly, the Debtors have indicated in the Schedules and Statements that the values of certain assets and liabilities are undetermined. Also, assets that have been fully depreciated or that were expensed for accounting purposes either do not appear in these Schedules and Statements or are listed with a zero-dollar value, as such assets have no net book value. The omission of an asset from the Schedules and Statements does not constitute a representation regarding the ownership of such asset and any such omission does not constitute a waiver of any rights of the Debtors with respect to such asset.
- (e) **Property and Equipment.** Unless otherwise indicated, owned property and equipment are valued at net book value. The Debtors may lease furniture, fixtures, and equipment from certain third-party lessors. To the extent possible, any such leases are listed in the Schedules and Statements. Nothing in the Schedules and Statements is, or should be construed as, an admission as to the determination of the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect thereto.
- (f) **Allocation of Liabilities.** The Debtors allocated liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and postpetition periods may change.
- (g) **Undetermined Amounts.** The description of an amount as “undetermined” is not intended to reflect upon the materiality of such amount.

- (h) **Unliquidated Amounts.** Amounts that could not be fairly quantified by the Debtors are scheduled as “unliquidated.”
- (i) **Totals.** All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- (j) **Paid Claims.** The Debtors have authority to pay certain outstanding prepetition payables pursuant to certain orders entered by the Bankruptcy Court.<sup>2</sup> As such, outstanding liabilities may have been reduced by Bankruptcy Court-approved postpetition payments made on prepetition payables. Where and to the extent these liabilities have been satisfied, these obligations have nevertheless been listed in the Schedules and Statements, except for payments made to current employees and taxing authorities, which have been listed in Schedule E/F in an unliquidated amount. The Debtors reserve all rights to amend or supplement the Schedules and Statements or to take other action, such as filing claims objections, as is necessary and appropriate to avoid overpayment or duplicate payments for liabilities. Nothing contained herein should be deemed to alter the rights of any party in interest to contest a payment made pursuant to an order of the Bankruptcy Court where such order preserves the right to contest.
- (k) **Credits and Adjustments.** The claims of individual creditors for, among other things, goods, products, services, or taxes are listed as the amounts entered on the Debtors’ books and records and may either (a) not reflect credits, allowances, or other adjustments due from such creditors to the Debtors or (b) be net of accrued credits, allowances, or other adjustments that are actually owed by a creditor to the Debtors on a postpetition basis on account of such credits, allowances, or other adjustments earned from prepetition payments and critical vendor payments, if applicable. The Debtors reserve all of their rights with regard to such credits, allowances, or other adjustments, including, but not limited to, the right to modify the Schedules, assert claims objections and/or setoffs with respect to the same, or apply such allowances in the ordinary course of business on a postpetition basis.
- (l) **Intercompany Claims.** Receivables and payables among and between the Debtors or their non-Debtor affiliates are reported on Statement 4, Schedule A/B 77, and Schedule E/F, respectively, per the Debtors’ books and records. The listing of any amounts with respect to such receivables and payables is not, and should not be construed as, an admission of the characterization of such balances as debt, equity, or otherwise. For the avoidance of doubt, the Debtors reserve all rights, claims, and defenses in connection with any and all intercompany receivables and payables, including, but not limited to, with respect to the characterization of intercompany claims, loans, and notes.

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<sup>2</sup> These Bankruptcy Court orders have also been recognized by the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) in the Debtors’ ongoing and ancillary proceedings pursuant to the Companies’ Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36 as amended (the “CCAA”).

- (m) **Guarantees and Other Secondary Liability Claims.** The Debtors have exercised reasonable efforts to locate and identify any guarantees in their executory contracts, unexpired leases, secured financings, and other such agreements. However, there may be guarantees embedded in the Debtors' contractual agreements or otherwise in the Debtors' books and records that the Debtors have inadvertently omitted from their Schedules and Statements. The Debtors may identify guarantees as they continue to review their books and records and contractual agreements. The Debtors reserve their rights, but are not required, to amend the Schedules and Statements if any guarantees are identified.
- (n) **Excluded Assets and Liabilities.** The Debtors have excluded certain categories of assets and liabilities from the Schedules and Statements, including, but not limited to: certain deferred charges, accounts, or reserves recorded only for purposes of complying with the requirements of GAAP; deferred tax assets and liabilities; goodwill and other intangibles; deferred revenue accounts; and certain accrued liabilities including, but not limited to, accrued salaries and employee benefits. Other immaterial assets and liabilities may also have been excluded.
- (o) **Liens.** The inventories, property, and equipment listed in the Schedules and Statements are presented without consideration of any liens.
- (p) **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars. Amounts listed for Imerys Talc Canada Inc. ("ITC") have been converted to U.S. dollars using an exchange rate of .76177 as of February 13, 2019.
- (q) **Setoffs.** The Debtors periodically incur setoffs and net payments in the ordinary course of business. Such setoffs and nettings may occur due to a variety of transactions or disputes, including, but not limited to, intercompany transactions, counterparty settlements, pricing discrepancies, returns, warranties, refunds, and negotiations and/or disputes between Debtors and their customers and/or suppliers. These normal setoffs are consistent with the ordinary course of business in the Debtors' industry. Due to the voluminous nature of setoffs and nettings, it would be unduly burdensome and costly for the Debtors to list each such transaction. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, these ordinary course setoffs are not independently accounted for and, as such, are or may be excluded from the Debtors' Schedules and Statements. In addition, some amounts listed in the Schedules and Statements may have been affected by setoffs or nettings by third parties of which the Debtors are not yet aware. The Debtors reserve all rights to challenge any setoff and/or recoupment rights that may be asserted.
- (r) **Canadian Privacy Laws.** ITC is a company incorporated in Ontario, Canada and subject to Canadian federal law, Ontario law, and the laws of other Canadian provinces in which it operates. Public disclosure of individual compensation information and other information of an Ontario resident without their permission could constitute a breach of Ontario privacy law. As such, certain disclosures may have not been made with respect to such employees, including, but not limited to,

insider payments, workers compensation claims, general liability claims, litigation, and employment contracts.

5. **Specific Schedules Disclosures.**

- (a) **Schedule A/B, Parts 1 and 2 – Cash and Cash Equivalents; Deposits and Prepayments.** Details with respect to the Debtors’ cash management system and bank accounts are provided in the *Debtors’ Motion For Orders Under 11 U.S.C. §§ 105(A), 345, 363, 503(B), And 507(A), Fed. R. Bankr. P. 6003 And 6004, And Del. Bankr. L.R. 2015-2 (I) Authorizing Continued Use Of Existing Cash Management System, Including Maintenance Of Existing Bank Accounts, Checks, And Business Forms, (II) Authorizing Continuation Of Existing Deposit Practices, (III) Approving The Continuation Of Intercompany Transactions, And (IV) Granting Superpriority Administrative Expense Status To Certain Postpetition Intercompany Claims* [Docket No. 11] (the “Cash Management Motion”) and the first and second interim orders granting the Cash Management Motion dated February 14, 2019 [Docket No. 55] and March 22, 2019 [Docket No. 299], respectively. Imerys Talc Vermont, Inc. (“ITV”) does not hold any bank accounts in its own name and utilizes ITA bank accounts to manage cash related to day-to-day operations. The Debtors’ cash balances are listed as of the Petition Date, February 13, 2019.
- (b) **Schedule A/B, Part 3 – Accounts Receivable, Item 11.** The Debtors’ reported accounts receivable includes amounts that may be uncollectible. The Debtors are unable to determine with certainty what amounts will actually be collected.
- (c) **Schedule A/B, Part 7 – Office Furniture, Fixtures, and Equipment; and Collectibles.** Dollar amounts are presented net of accumulated depreciation and other adjustments.
- (d) **Schedule A/B, Part 10 – Intangibles and Intellectual Property, Item 60 Patents, Copyrights, Trademarks, and Trade Secrets; Item 62 Licenses, franchises and royalties.** The Debtors own certain intellectual property and trademarks explicitly identified in Item 60. The Debtors also license certain intellectual property from non-Debtor affiliates Imerys USA, Inc. and ImerTech, as disclosed in Item 62.
- (e) **Schedule A/B, Part 11 – All Other Assets.** Dollar amounts are presented net of impairments and other adjustments.

***Tax Refunds.*** The Debtors may receive tax refunds at various times throughout their fiscal year. As of the Petition Date, however, certain of these amounts are unknown to the Debtors and, accordingly, are not listed on Schedule A/B.

***Interests in Insurance Policies or Annuities.*** The Debtors have made reasonable and good faith efforts to list all of their known insurance policies, including historic insurance policies. However, the Debtors are continuing to review their insurance assets and therefore reserve their rights to amend the Schedules and Statements to reflect additional insurance policies that may be property of the estates. Any

inadvertent omission of an insurance policy from the Schedules and Statements of a Debtor is not a waiver of any rights that such Debtor may have thereunder.

***Causes of Action against Third Parties and Other Contingent and Unliquidated Claims or Causes of Action of Every Nature, including Indemnification and Contribution Claims, Counterclaims of the Debtor and Rights to Setoff Claims.***

In the ordinary course of business, the Debtors may have accrued, or may subsequently accrue, certain rights to counter-claims, cross-claims, setoffs, refunds with their customers and suppliers, or potential warranty claims against their suppliers. Additionally, certain of the Debtors may be party to pending litigation in which the Debtors have asserted, or may have the right to assert, claims as a plaintiff or counter-claims and/or cross-claims as a defendant. Because certain of these claims are unknown to the Debtors and not quantifiable as of the Petition Date, they may not be listed on Schedule A/B, Part 11. In addition, the Debtors have various unasserted, contingent and unliquidated claims against co-defendants, including Johnson & Johnson and other parties to the talc litigation, based on legal theories including, without limitation, theories of contractual and common law indemnification and contribution. The Debtors also may have unasserted claims relating to their insurance for talc-related liabilities. Further, in certain jurisdictions in which the Debtors had litigation pending as of the Petition Date, the Debtors may have had cross-claims that were “deemed” asserted against co-defendants and/or asserted solely as a procedural matter that are not listed in the Schedules and Statements.

***Executory Contracts and Unexpired Leases.*** Because of the large number of the executory contracts and unexpired leases, as well as the size and scope of such documents, the Debtors have not attached such agreements to Schedule A/B. Instead, the Debtors have only listed such agreements on Schedule G.

- (f) **Schedule D – Creditors Who Have Claims Secured by Property.** The claims listed on Schedule D arose or were incurred on various dates, and for the Debtors to determine the date upon which each claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, Schedule D does not list such date for each claim. All claims listed on Schedule D, however, appear to have arisen or have been incurred before the Petition Date.

Except as otherwise agreed pursuant to a stipulation or order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. Moreover, although the Debtors have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor’s claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor’s claim.

The Debtors have not included on Schedule D parties that may believe their claims are secured through setoff rights.

(g) **Schedule E/F – Creditors Who Have Unsecured Claims.**

**Part 1 - Creditors with Priority Unsecured Claims.** Pursuant to the *Final Order Under 11 U.S.C. §§ 105(a), 363 (b), 506(a), 507(a)(8), and 541 and Fed R. Bankr. P. 6003 Authorizing Payment of Prepetition Taxes and Fees*, dated March 19, 2019 [Docket No. 250] (the “Final Tax Order”), as recognized by the Canadian Court pursuant to its order dated April 3, 2019 (the “April 3 Order”), the Debtors have been granted the authority to pay, in their discretion, certain tax liabilities that accrued prepetition. The Debtors have only listed those taxing authorities as to which the Debtors have known outstanding liabilities, which may have been paid pursuant to the Final Tax Order, or that have pending audits.

Furthermore, pursuant to the *Final Order (I) Authorizing Payment Of Certain Prepetition Workforce Obligations, Including Compensation, Expense Reimbursements, Benefits, And Related Obligations, (II) Confirming Right To Continue Workforce Programs On Postpetition Basis, (III) Authorizing Payment Of Withholding And Payroll-Related Taxes, (IV) Authorizing Payment Of Prepetition Claims Owing To Administrators Of, Or Third Party Providers Under, Workforce Programs, And (V) Authorizing Banks To Honor Prepetition Checks And Fund Transfers For Authorized Payments* dated March 19, 2019 [Docket No. 256] (the “Final Wages Order”), as recognized by the Canadian Court pursuant to the April 3 Order, the Debtors received final authority to pay certain prepetition obligations, including employee wages and other employee benefits, in the ordinary course of business. The Debtors believe that any undisputed, non-insider employee claims for prepetition amounts related to ongoing payroll and benefits, whether allowable as a priority or nonpriority claim, have been or will be satisfied. As such, the Debtors have listed individual employee unsecured priority claims at an undetermined amount as it would be cost prohibitive for the Debtors to calculate each employee claim on an individual basis.

The listing of a claim on Schedule E/F, Part 1 does not constitute an admission by the Debtors that such claim or any portion thereof is entitled to priority status.

**Part 2 - Creditors with Nonpriority Unsecured Claims.** The liabilities identified in Schedule E/F, Part 2 are derived from the Debtors’ books and records. The Debtors made a reasonable attempt to set forth their unsecured obligations, although the actual amount of claims against the Debtors may vary from those liabilities represented on Schedule E/F, Part 2. The listed liabilities may not reflect the correct amount of any unsecured creditor’s allowed claims or the correct amount of all unsecured claims.

Pursuant to various orders to pay certain prepetition nonpriority unsecured claims, the Debtors have been granted the authority to pay, in their discretion, certain prepetition obligations. These orders include: (1) *Final Order Under 11 U.S.C. §§ 105(A), 363(B), 503(B)(9), 1107(A), And 1108 And Fed. R. Bankr. P. 6003 (I) Authorizing Payment Of Prepetition Claims Of Critical Vendors; (II) Authorizing Financial Institutions To Honor And Process Related Checks And Transfers; And*

(III) *Granting Related Relief* dated March 22, 2019 [Docket No. 298]; (2) *Final Order Under 11 U.S.C. §§ 105(A), 362(D), 363(B), And 503(B), Authorizing Debtors To (I) Pay Their Prepetition Insurance Obligations, (II) Pay Their Prepetition Bonding Obligations, (III) Maintain Their Postpetition Insurance Coverage, And (IV) Maintain Their Bonding Program* dated March 26, 2019 [Docket No. 308]; (3) *Final Order Under 11 U.S.C. §§ 105(A), 363(B), 503(B), 541, 1107(A), And 1108 And Fed. R. Bankr. P. 6003 (I) Authorizing Debtors To Pay Certain Prepetition Claims Of Shippers, Lien Claimants, Royalty Interest Owners, And 503(B)(9) Claimants, (II) Confirming Administrative Expense Priority Of Undisputed And Outstanding Prepetition Orders, And (III) Granting Related Relief* dated March 19, 2019 [Docket No. 247]; (4) *Final Order Under 11 U.S.C. §§ 105(A), 363(B), And 1107(A), And Fed. R. Bankr. P. 6003 (I) Authorizing Payment Of Prepetition Claims Of Foreign Vendors; (II) Authorizing Financial Institutions To Honor And Process Related Checks And Transfers; And (III) Granting Related Relief* dated March 19, 2019 [Docket No. 252]; and (5) *Final Order Under 11 U.S.C. §§ 105(a), 363(b), 363(c), 506(a) and 553 and Fed. R. Bankr. P. 6003 and 6004 Authorizing (I) the Debtors to Honor Prepetition Obligations to Customers and to Otherwise Continue Customer Programs and (II) Financial Institutions to Honor and Process Related Checks and Transfers* dated March 19, 2019 [Docket No. 251], as recognized by the Canadian Court pursuant to the April 3 Order. The Debtors have listed known obligations to claimants holding nonpriority unsecured claims including obligations that were paid pursuant to these interim and final orders. The Debtors reserve all rights, but shall have no obligation, to amend or supplement the Schedules and Statements or to take other action, such as filing claims objections, as is necessary and appropriate to avoid overpayment or duplicate payments for liabilities.

The Debtors generally allocate individual liabilities to particular Debtors. However, in certain cases, it would be a time-consuming and inefficient use of estate resources, or impracticable, to assign a given liability to a particular Debtor based on a contractual obligation. Instead, the Schedules reflect the liability based on the Debtors' books and records.

ITV does not hold any bank accounts in its own name and utilizes ITA bank accounts to manage cash related to day-to-day operations. Amounts owed to ITA by ITV as a result of payments made by ITA on ITV's behalf prior to the Petition Date are reflected as an intercompany payable on ITV's Schedule E/F, Part 2 and an intercompany receivable on ITA's Schedule A/B, Part 11. These amounts are also included on ITA's and ITV's Statements, Part 2, Question 4.

Schedule E/F, Part 2 lists thousands of potential claimants involved in pending talc-related litigation against certain of the Debtors. The amounts for these potential claims are listed as "undetermined" and are marked as contingent, unliquidated, and disputed in the Schedules and Statements. By including such potential claimants on Schedule E/F, the Debtors do not concede that any claims that such potential claimants have or may assert against any of the Debtors have merit or that any amounts are owed by the Debtors to such potential claimants. In addition, the

Debtors' books and records indicate that a significant number of the aforementioned litigation claimants are represented by multiple law firms and attorneys in the same case. To avoid listing the same litigation claimant in the same case multiple times, the Debtors listed one law firm and attorney for each litigation claimant in each case. As the Debtors were often unable to discern the relationship between the multiple law firms representing a single litigation claimant, the identification of a particular law firm and attorney does not represent an admission or opinion as to which law firm or attorney currently represents the litigation claimant.

Schedule E/F, Part 2 may include plaintiffs in pending talc-related litigation who may also hold or have asserted claims against certain of the Debtors' predecessors, including Cyprus Mines Corporation and Cyprus Amax Minerals Company (collectively, "Cyprus"). For the avoidance of doubt, to the extent plaintiffs listed therein are also pursuing claims against Cyprus or its affiliated entities in the talc-related litigation, the Debtors list such plaintiffs as potential claimants of the Debtors' estates solely due to their litigation pending against the Debtors and not due to any claims against Cyprus or its affiliated entities.

The Debtors have not included on Schedule E/F, Part 2 the thousands of codefendants involved in pending talc-related litigation against certain of the Debtors where such codefendants have not affirmatively asserted a cross-claim against one or more of the Debtors in the underlying litigation. The Debtors also have not included on Schedule E/F, Part 2 any codefendants with cross-claims that may have been "deemed" asserted against the Debtors and/or asserted solely as a procedural matter. Where potential claims have been affirmatively asserted and are listed on Schedule E/F, Part 2, the amounts for these potential claims are listed as "undetermined" and are marked as contingent, unliquidated, and disputed in the Schedules and Statements. The Debtors do not concede that any claims that any codefendants have or may assert against any of the Debtors have merit or that any amounts are owed by the Debtors to such codefendants on account of such claims. Any listed codefendants have only been listed once with one address, even if the codefendant appeared as a codefendant in the Debtors' books and records multiple times in different pending litigation cases.

Schedule E/F, Part 2 does not include obligations owed by third party insurance companies on account of talc-related litigation liabilities, including, without limitation, defense costs due and owing to litigation defense counsel and related professionals and any settlement amounts owed to plaintiffs.

Schedule E/F, Part 2 lists certain prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease or pursuant to a Bankruptcy Court order otherwise permitting payment of such prepetition claims. In addition, Schedule E/F, Part 2 does not include claims that may arise in connection with the rejection

of any executory contracts or unexpired leases, if any, that may be rejected in these chapter 11 cases.

In many cases, the claims listed on Schedule E/F, Part 2 arose, accrued, or were incurred on various dates or on a date or dates that are unknown to the Debtors or are subject to dispute. Where the determination of the date on which a claim arose, accrued, or was incurred would be unduly burdensome and costly to the Debtors' estates, the Debtors have not listed a specific date or dates for such claim.

As of the time of filing of the Schedules and Statements, the Debtors had not received all invoices for payables, expenses, and other liabilities that may have accrued prior to the Petition Date. Accordingly, the information contained in Schedules D and E/F may be incomplete. The Debtors reserve their rights, but undertake no obligations, to amend Schedules D and E/F if and as they receive such invoices.

***Part 3 - List Others to Be Notified About Unsecured Claims.*** The Debtors' books and records indicate that a significant number of talc-related litigation claimants are represented by multiple law firms and/or attorneys. Due to the voluminous number of additional addresses and multiple attorneys, the Debtors have not listed the additional notice parties on Schedule E/F. Rather, the Debtors have included these additional notice parties on the official creditor matrix for the chapter 11 cases.

- (h) **Schedule G – Executory Contracts and Unexpired Leases.** While reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred.

Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Petition Date or is valid or enforceable. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contracts, agreements, or leases set forth in Schedule G and to amend or supplement such Schedule as necessary. Certain of the leases and contracts listed on Schedule G may contain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal, and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth separately on Schedule G. In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their business, such as supplemental agreements and letter agreement, which documents may not be set forth in Schedule G. The Debtors have not listed non-disclosure, confidentiality or related agreements on their Schedule G.

The Debtors reserve all rights to dispute or challenge the characterization of any transaction or any document or instrument related to a creditor's claim.

In some cases, the same supplier or provider may appear multiple times in Schedule G. Multiple listings, if any, reflect distinct agreements between the applicable Debtor and such supplier or provider.

The listing of any contract on Schedule G does not constitute an admission by the Debtors as to the validity of any such contract. The Debtors reserve the right to dispute the effectiveness of any such contract listed on Schedule G or to amend Schedule G at any time to remove any contract.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission. The Debtors reserve their rights to, but undertake no obligations to, amend Schedule G as additional information becomes available.

- (i) **Schedule H – Co-Debtors.** The Debtors have not listed any litigation-related co-defendants on Schedule H. Instead, all cross-claims affirmatively asserted by co-defendants, other than cross-claims that may have been “deemed” asserted against the Debtors and/or asserted solely as a procedural matter, can be found on the Debtors' Schedule E/F.

6. **Specific Statements Disclosures.**

- (a) **Statements, Part 1, Questions 1 and 2 – Income.** Prior to January 1, 2018, ITA and ITV reported jointly and kept consolidated books and financial records. The Debtors have made their best effort to estimate the revenue breakout prior to January 1, 2018 between these Debtors.
- (b) **Statements, Part 2, Questions 3 and 4 – Payments to Certain Creditors.** Prior to the Petition Date, and as further described in the Cash Management Motion, ITA and ITV were part of a centralized cash management system with Imerys USA, Inc. through which ITA and ITV's cash was swept up to Imerys USA, Inc. on a daily basis and recorded as an intercompany loan payable to ITA. Imerys USA, Inc. made the majority of ITA and ITV's payments on behalf of ITA and ITV, reducing the amount of the outstanding loan payable to ITA to reflect such payments. All payments made on behalf of and directly charged to ITA and ITV pursuant to this system are listed in response to Questions 3 and 4 on ITA Statements. As more fully described in the Cash Management Motion, the aforementioned system was altered prior to the Petition Date and in anticipation of the chapter 11 cases, such that cash inflows from ITA and ITV's operations now remain in ITA's bank accounts, and ITA transfers funds from its bank accounts on an as-needed basis to satisfy most of ITA's and ITV's expenses. ITA continues to make payments on ITV's behalf, with such payments reflected on ITA's Statements, Part 2, Questions 3 and 4. ITC has a separate cash management system with separate bank accounts in ITC's name, pursuant to which ITC makes payments on behalf of itself. However, in certain instances, ITA may make payments on behalf of ITC, as

described in the Cash Management Motion. Payments made by ITA on ITC's behalf are reflected on ITC's Statements, Part 2, Questions 3 and 4. Finally, for the sake of completeness and out of an abundance of caution, the Debtors have listed transfers valued at less than \$6,425 in their response to Question 3 and 4.

As described in the Cash Management Motion, the Debtors incur costs related to their participation in certain shared services arrangements with other North American Imerys Group entities (the "NA Shared Services") as well as certain fees on account of their receipt of group-level executive management, legal and other corporate overhead services from Imerys S.A (the "SA Shared Services"). In addition, prior to 2019, the Debtors were part of the "Performance Additives Division" and incurred certain costs related to fees arising from services shared between the Debtors and other non-Debtor affiliates in this division (the "PA Division Services" and together with the NA Shared Services Expenses and the SA Shared Services Expenses, the "Shared Services"). As of 2019, the Debtors no longer receive PA Division Services and therefore no longer incur fees on account of such services.

Fees for the Shared Services were and are allocated among and paid by all Imerys Group entities that receive such services, including the Debtors. These Shared Services fees include various costs and expenses, including, among other things, salaries and compensation of various employees who provide these services. Certain individuals who may be insiders and/or former insiders of the Debtors may have had their compensation, or a portion of their compensation, included in such fees, including Ralph Calmes, Mekalaradha Murphy, Alexandra Picard, Mario Seixas, Ryan Van Meter, and Joel Ventura. Allocation of the Shared Services fees to individual entities, including the Debtors, is generally based on a percentage of sales or other markers and not directly tied to services provided by such employees. Accordingly, the Debtors are unable to discern what amount of these employees' compensation was indirectly paid by the Debtors via these Shared Services fees. Beginning in 2019, compensation for certain insiders will be directly allocated to the Debtors. However, no such payments are included on Statements because no such payments have been paid by the Debtors in 2019. For a further discussion of insiders, refer to paragraph 3(g) of these Global Notes.

Payments listed on ITC's Statements were converted to U.S. Dollars from Canadian Dollars using the February 13, 2019 exchange rate. The Debtors believe that it would be an inefficient use of the assets of the Debtors' estates for the Debtors to convert these payments using daily exchange rates.

As a result of the nature of the Debtors' operations, as more fully described in the Cash Management Motion, in the one year prepetition, the Debtors recorded numerous intercompany transactions in their books and records each month, including cash transfers and journal entries. Prior to the Petition Date most of these intercompany transactions were not paid immediately in cash and were instead "netted out" at the end of each month on each entities' books. Instead of listing each of these numerous transactions and entries in their Statements and Schedules

for each month, the Debtors have disclosed the monthly beginning balance, ending balance, and variance between affiliated Debtors and non-Debtor entities. Depending on when the transaction was recorded, the monthly balances may include transactions that occurred in prior months and may contain reconciling differences. In addition, the Debtors have separately listed any cash payments between Debtors and between Debtors and non-Debtor affiliates. These cash transactions are also recorded in the monthly activity listing in the Debtors' books and records. The Debtors have elected not to remove the cash transactions from the monthly activity listing included in the Schedules and Statements.

The Debtors incurred various talc-related litigation costs, including defense and settlement costs, prior to the Petition Date. The Debtors have included any defense costs or settlement amounts in their Statement and Schedules that were paid directly by the Debtors. Defense costs, settlement amounts or other amounts paid directly by insurance providers to third parties related to the talc-related litigation are not included in the Statements and Schedules.

- (c) **Statements, Part 2, Question 6 – Setoffs.** For a discussion of setoffs and nettings incurred by the Debtors, refer to paragraph 4(q) of these Global Notes.
- (d) **Statements, Part 3, Question 7 – Legal Actions or Assignments.** The Debtors have not included workers' compensation claims in response to this question because the Debtors maintain that this disclosure would be in violation of certain laws including HIPAA (Health Insurance Portability and Accountability Act of 1996) and, for ITC, could constitute a breach of Ontario privacy law.
- (e) **Statements, Part 4, Question 9 – Certain Gifts and Charitable Contributions.** The Debtors allow various athletic teams to use baseball fields owned by ITA and located in Three Forks, Montana free of charge. The Debtors incur certain costs including field maintenance and electricity related to the athletic teams' use of the fields. The Debtors estimate such annual costs to be less than \$10,000.
- (f) **Statements, Part 5, Question 10 – Certain Losses.** The Debtors have incurred certain losses related to stolen pallets and small tools that are typically not recorded on their books and records. For purposes of the Debtors' Schedules and Statements, the Debtors have estimated such losses.
- (g) **Statements, Part 6, Question 11 – Payments Related to Bankruptcy.** The Debtors have listed all payments, whether or not they relate to bankruptcy matters, made to professionals retained by the Debtors that the Debtors consulted about debt consolidation or restructuring. Although not representatives or professionals of the Debtors, out of an abundance of caution, the Debtors have also included payments made to Young Conaway Stargatt & Taylor, LLP and Ankura Consulting Group, LLC in association with their representation of James Patton in his role as pre-petition Futures Claimants' Representative, as well as payments to Richter Advisory Group and their counsel in relation to their role as information officer in the CCAA.

In response to this question, ITC has also listed payments made with respect to the CCAA proceedings initiated contemporaneously with these chapter 11 cases.

- (h) **Statements, Part 12, Questions 22-24 – Details About Environmental Information.** The Debtors have endeavored to disclose all applicable information in response to Statements, Part 12, Questions 22–24.
- (i) **Statements, Part 13, Question 26 – Books, Records, and Financial Statements.** The Debtors provide certain parties, such as banks, auditors, potential investors, vendors, and financial advisors, with financial statements that may not be part of a public filing. The Debtors do not maintain complete lists or other records tracking such disclosures. Therefore, the Debtors have not provided full lists of these parties in their response to Statement Question 26.
- (j) **Statements, Part 13, Question 27 – Inventories.** The Debtors inventory product at their various locations on a regular basis. Additionally, because the Debtors’ typical practice is to value existing inventory at the end of the month, the value for purposes of Statements, Part 13, Question 27 is listed as of the end of a given month and not necessarily when an inventory was conducted.
- (k) **Statements, Part 13, Question 30 – Payments, Distributions, or Withdrawals Credited or Given to Insiders.** See Global Note for SOFA 4.
- (l) **Statements, Part 13, Question 32 – Payments to a Pension Plan.** ITA and ITV employees participate in pension plans administered and maintained by Imerys USA, Inc. As further described in the *Debtors’ Motion For Entry Of Orders Under 11 U.S.C. §§ 105(A), 362(D), 363(B), 363(C), 506(A), 507(A), 541, 553, 1107(A), And 1108 And Fed. R. Bankr. P. 6003 (I) Authorizing Payment Of Certain Prepetition Workforce Obligations, Including Compensation, Expense Reimbursements, Benefits, And Related Obligations, (II) Confirming Right To Continue Workforce Programs On Postpetition Basis, (III) Authorizing Payment Of Withholding And Payroll-Related Taxes, (IV) Authorizing Payment Of Prepetition Claims Owing To Administrators Of, Or Third Party Providers Under, Workforce Programs, And (V) Authorizing Banks To Honor Prepetition Checks And Fund Transfers For Authorized Payments dated February 13, 2019* [Docket No. 9], ITA and ITV, reimburse Imerys USA, Inc. for contributions made to the pension plans. ITA and ITV have not included such reimbursements on the Statements.

\* \* \* \* \*

Debtor Name: Imerys Talc Vermont, Inc.

Case Number: 19-10291 (LSS)

**Assets - Real and Personal Property****Part 11, Question 73: Interests in insurance policies or annuities**

Description	Policy type	Policy number	Current value of debtor's interest
AIG Europe Limited	Current D&O	AIG/7919665	Undetermined
AIG Europe Limited	Current D&O	AIG/7901839	Undetermined
AIG Europe Limited	Current Employment Practices Liability Insurance	AIG/7990031	Undetermined
Allianz Global Corporate & Specialty	Current Cargo	000625107122	Undetermined
Allianz Global Corporate & Specialty	Current DIL / DIC Insurance	FRL00162315	Undetermined
Allianz Global Risks US Ins Co.	Current Commercial General Liability	CGL 2011179	Undetermined
Allianz Global Risks US Insurance Co.	Current Umbrella Liability	ULA 20111180	Undetermined
Chubb Insurance Company	Current Commercial Crime Policy	CHUB/FRFINA21318	Undetermined
Federal Insurance Co. (Chubb)	Current ERISA Bond (includes UCM)	8208-4128	Undetermined
FM Global	Current Property	1041285	Undetermined
Ins. Co. of PA	Current Business Automobile	CA 3632224	Undetermined
Westchester Fire (ACE) / Zurich American	Current Fiduciary Liability / Excess Fiduciary Liability	G25078263 006 MPL 5543234-05	Undetermined
A.G. Securitas	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	7339186	Undetermined
A.G. Securitas	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	7339178	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1958 - 01/01/1960	38LC4800RRY	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1960 - 01/01/1961	38LC4800RRY	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1961 - 11/20/1962	38AL5000SR Y	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1964 - 01/01/1967	38XS3SC	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1964 - 01/01/1967	38AL9608-SR(Y)	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1965 - 01/01/1967	38AL012470SC(Y)	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1967 - 01/01/1970	38AL128800SR(Y)	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1970 - 01/01/1973	38AL138750SR(Y)	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1973 - 01/01/1974	38PK04SCA(Y)	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1974 - 01/01/1975	38PK05SCA(Y)	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1975 - 01/01/1976	38PK07SCA	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1978 - 01/01/1979	38PK13SCA	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/01/1980 - 01/01/1981	38PK17SCA	Undetermined

Debtor Name: Imerys Talc Vermont, Inc.

Case Number: 19-10291 (LSS)

**Assets - Real and Personal Property****Part 11, Question 73:** Interests in insurance policies or annuities

Description	Policy type	Policy number	Current value of debtor's interest
Aetna Casualty and Surety Company	Historic Commercial General Liability: 01/23/1963 - 06/11/1963	38AL5000SRV	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 06/11/1963 - 01/01/1964	38AL5000SRV	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 09/24/1957 - 01/01/1958	38LC3025RRV	Undetermined
Aetna Casualty and Surety Company	Historic Commercial General Liability: 11/20/1962 - 01/23/1963	38AL5000SRV	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1967 - 04/10/1968	38XS36SC	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1970 - 01/01/1973	38XS550SCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1970 - 01/01/1973	38XN1SC	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1970 - 01/01/1973	38XN1SC	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1970 - 01/01/1973	38XN1SC	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1973 - 01/01/1974	38XN07SCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1973 - 01/01/1974	38XS1046SCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1973 - 01/01/1976	38XN9WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1974 - 01/01/1975	38AL232868SRA(Y)	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1974 - 01/01/1977	01XN509WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1975 - 01/01/1976	38AL236714SRA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	01XN945WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	38AL234550SRA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	38PK09SCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	38PK11SCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	01XN1213WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	01XN1211WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	01XN1209WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	01XN1598WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	01XN1577WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	38PK15SCA	Undetermined

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**Assets - Real and Personal Property****Part 11, Question 73:** Interests in insurance policies or annuities

Description	Policy type	Policy number	Current value of debtor's interest
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	01XN2003WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	01XN2002WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	01XN2001WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	01XN2482WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	01XN2480WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	01XN2478WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	01XN2476WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	01XN2336WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	01XN2844WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	01XN2842WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	01XN2840WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	01XN2838WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	01XN3222WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	01XN3221WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	01XN3220WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	01XN3219WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	01XN3541WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	01XN3540WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	01XN3539WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	01XN3538WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	01XN4052WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	01XN3985WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	01XN4539WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	01XN4538WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	01XN4537WCA	Undetermined

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**Assets - Real and Personal Property****Part 11, Question 73: Interests in insurance policies or annuities**

Description	Policy type	Policy number	Current value of debtor's interest
Aetna Casualty and Surety Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	01XN4536WCA	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 04/10/1968 - 01/01/1970	38XS36SC	Undetermined
Aetna Casualty and Surety Company	Historic Umbrella/excess: 09/24/1957 - 01/01/1958	38LC4798Y	Undetermined
Affiliated FM Insurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	XL96447	Undetermined
Affiliated FM Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	XL97780	Undetermined
Affiliated FM Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	XL98363	Undetermined
AIU Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	75-100006	Undetermined
AIU Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	75-101004	Undetermined
AIU Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	75-101768	Undetermined
AIU Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	75-102009	Undetermined
AIU Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	75-102237	Undetermined
AIU Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	75-102228	Undetermined
AIU Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	75-104350	Undetermined
Allianz Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XL559563	Undetermined
American Centennial Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	CC-00-03-79	Undetermined
American Centennial Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	CC-00-03-79	Undetermined
American Centennial Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	CC-00-12-00	Undetermined
American Centennial Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	CC-00-11-99	Undetermined
American Centennial Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	CC-00-11-98	Undetermined
American Centennial Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	CC-00-13-76	Undetermined
American Centennial Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	CC-00-13-75	Undetermined
American Centennial Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	CC-00-13-74	Undetermined
American Centennial Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1984	CC-00-26-54	Undetermined
American Centennial Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1984	CC-00-26-18	Undetermined
American Centennial Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	CC-01-58-73	Undetermined

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**Assets - Real and Personal Property****Part 11, Question 73: Interests in insurance policies or annuities**

Description	Policy type	Policy number	Current value of debtor's interest
American Motorists Insurance Company	Historic Commercial General Liability: 01/01/1981 - 01/01/1983	1YM578951A	Undetermined
American Motorists Insurance Company	Historic Commercial General Liability: 01/01/1984 - 01/01/1986	1YM578951-01	Undetermined
American Re-Insurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	M1049624	Undetermined
Assurances Generales De France	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	59243/85	Undetermined
Assurantiekantoor VanWijk & Co.	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	7335660	Undetermined
Birmingham Fire Ins. Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	SE6073443	Undetermined
Birmingham Fire Ins. Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	SE6073435	Undetermined
Birmingham Fire Ins. Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	SE6073584	Undetermined
Birmingham Fire Ins. Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	SE6073583	Undetermined
Birmingham Fire Ins. Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	SE6073752	Undetermined
Birmingham Fire Ins. Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	SE6073751	Undetermined
Birmingham Fire Ins. Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	SE6073908	Undetermined
Birmingham Fire Ins. Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	SE6074012	Undetermined
Birmingham Fire Ins. Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	SE6074011	Undetermined
Birmingham Fire Ins. Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	SE6074226	Undetermined
Birmingham Fire Ins. Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	SE6074203	Undetermined
Central National Insurance Company of Omaha (The)	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	CNZ14-06-28	Undetermined
Central National Insurance Company of Omaha (The)	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	CNZ14-07-48	Undetermined
Central National Insurance Company of Omaha (The)	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	CNZ14-07-46	Undetermined
City Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1980	HEC9693753	Undetermined
City Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1980	HEC9693745	Undetermined
City Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	HEC9825773	Undetermined
City Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	HEC9826371	Undetermined
City Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	HEC9826370	Undetermined
City Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	HEC9826369	Undetermined

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**Assets - Real and Personal Property****Part 11, Question 73: Interests in insurance policies or annuities**

Description	Policy type	Policy number	Current value of debtor's interest
Colonia Versicherungs AG, Koln	Historic Umbrella/excess: 01/01/1977 - 01/01/1979	Unknown	Undetermined
Drake Insurance Company of New York	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	XL01437	Undetermined
Employers Insurance of Wausau, A Mutual Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1985	5735-00-100273	Undetermined
Employers Insurance of Wausau, A Mutual Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	5734-00-300601	Undetermined
Employers Insurance of Wausau, A Mutual Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	5734-00-300600	Undetermined
Employers Insurance of Wausau, A Mutual Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	5735-04-100561	Undetermined
Employers Insurance of Wausau, A Mutual Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	5735-03-100561	Undetermined
Employers Insurance of Wausau, A Mutual Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	5735-02-100561	Undetermined
Employers Insurance of Wausau, A Mutual Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	5735-00-100561	Undetermined
Employers Insurance of Wausau, A Mutual Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	5736 00 102585	Undetermined
Employers Mutual Casualty Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	MMO-70634	Undetermined
Employers Mutual Casualty Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	MMO-71147	Undetermined
Eurinco Allgemeine Versicherungs AG, Dusseldorf	Historic Umbrella/excess: 01/01/1978 - 01/01/1980	Unknown	Undetermined
Fireman's Fund Insurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	XLX1202848	Undetermined
Fireman's Fund Insurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	XLX1267173	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	924214	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	924197	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	925945	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	925944	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	927460	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	927459	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	929234	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	929233	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	930827	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	930826	Undetermined

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**Assets - Real and Personal Property****Part 11, Question 73:** Interests in insurance policies or annuities

Description	Policy type	Policy number	Current value of debtor's interest
First State Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	932300	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	934290	Undetermined
First State Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	934289	Undetermined
Gibraltar Casualty Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	GMX00825	Undetermined
Gibraltar Casualty Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	GMX01456	Undetermined
Gibraltar Casualty Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	GMX02007	Undetermined
Gibraltar Casualty Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	GMX02521	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	SCLD80-94068	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	6179-1003	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	6179-0868	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	6180-1791	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	6481-5096	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	6481-5095	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	6481-5094	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	6482-5562	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	6482-5318	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	6482-5317	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	6483-5523	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	6483-5522	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	6483-5521	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	6483-5520	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	6484-0068	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1986	6484-5726	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	6485-7001	Undetermined
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	6485-7000	Undetermined

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**Assets - Real and Personal Property****Part 11, Question 73:** Interests in insurance policies or annuities

Description	Policy type	Policy number	Current value of debtor's interest
Granite State Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	6484-0068	Undetermined
Great Northern Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	(82)7129-89-81	Undetermined
Great Northern Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	(83)7129-89-81	Undetermined
Great Northern Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	(84)7129-89-81	Undetermined
Great Northern Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	(85)7129-89-81	Undetermined
Great Northern Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	(86)7129-89-81	Undetermined
Great Southwest Fire Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XL13811	Undetermined
Groupe Drouot	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	59243/85	Undetermined
Groupe Drouot	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XF750027D(59244/85)	Undetermined
Harbor Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	HI178415	Undetermined
Harbor Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	HI178575	Undetermined
Hartford Accident and Indemnity Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1984	10XSCB6983	Undetermined
Hartford Accident and Indemnity Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	10XSGN4596	Undetermined
Hartford Accident and Indemnity Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	10XS103213	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1973 - 01/01/1975	HEC4356756	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1973 - 01/01/1976	HEC4356755	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1974 - 01/01/1975	HEC4764031	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1975 - 01/01/1976	HEC4973501	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	HEC9208531	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	HEC9006975	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	HEC9006974	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	HEC9328848	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	HEC9328813	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	HEC1703479	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	HEC1203478	Undetermined

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Description	Policy type	Policy number	Current value of debtor's interest
Home Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	HEC1203477	Undetermined
Home Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	HEC1203476	Undetermined
Ideal Mutual Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	130	Undetermined
Industrial Indemnity	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	JE884-2682	Undetermined
Ins. Corp. of Singapore	Historic Umbrella/excess: 01/01/1977 - 01/01/1979	Unknown	Undetermined
Insurance Company of North America	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	XCP144474	Undetermined
Insurance Company of North America	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	XCP144999	Undetermined
Insurance Company of North America	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	XCP144999	Undetermined
Insurance Company of North America	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XCP155946	Undetermined
Insurance Company of North America	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XCP155946	Undetermined
Insurance Company of North America	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	47HF20003	Undetermined
Insurance Company of North America	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XCP156496	Undetermined
Insurance Company of North America	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XCP156496	Undetermined
Insurance Company of North America	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XCP156496	Undetermined
Insurance Company of North America	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XCP156496	Undetermined
Insurance Company of the State of Pennsylvania (The)	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	UXL82-1002	Undetermined
Integrity Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	XL200216	Undetermined
Integrity Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	XL200662	Undetermined
Integrity Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	XL200603	Undetermined
Integrity Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	XL201442	Undetermined
Integrity Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	XL202013	Undetermined
Integrity Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XL208000	Undetermined
International Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	5220294804	Undetermined
International Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	5220294795	Undetermined
International Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	5220344313	Undetermined

Debtor Name: Imerys Talc Vermont, Inc.

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**Assets - Real and Personal Property****Part 11, Question 73:** Interests in insurance policies or annuities

Description	Policy type	Policy number	Current value of debtor's interest
International Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	5220344286	Undetermined
International Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	5220344277	Undetermined
International Surplus Lines Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XSI9095	Undetermined
International Surplus Lines Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XSI9094	Undetermined
International Surplus Lines Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XSI9093	Undetermined
International Surplus Lines Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XSI9092	Undetermined
International Surplus Lines Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XSI10051	Undetermined
International Surplus Lines Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XSI10050	Undetermined
International Surplus Lines Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XSI10049	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	5520275	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	5222127	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	5222127	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	5522648	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	5522648	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	5523855	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	5523855	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	5523855	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	5525292	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	5525292	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	5525292	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	5526398	Undetermined
Lexington Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	5526398	Undetermined
London Guarantee and Accident Company of New York	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	LX1898201	Undetermined
London Guarantee and Accident Company of New York	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	LX2110724	Undetermined
L'Union Atlantique S.A. D'Assurances	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	7345658	Undetermined

Debtor Name: Imerys Talc Vermont, Inc.

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**Assets - Real and Personal Property****Part 11, Question 73: Interests in insurance policies or annuities**

Description	Policy type	Policy number	Current value of debtor's interest
L'Union Atlantique S.A. D'Assurances	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	7352689	Undetermined
Mead Reinsurance Corporation	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	XL1574	Undetermined
Mead Reinsurance Corporation	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	XL1695	Undetermined
Mead Reinsurance Corporation	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XL1829	Undetermined
Mead Reinsurance Corporation	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XL1973	Undetermined
Middlesex Assurance Company	Historic Commercial General Liability: 01/01/1973 - 01/01/1974	MX119	Undetermined
Middlesex Assurance Company	Historic Commercial General Liability: 01/01/1974 - 01/01/1976	MX.157	Undetermined
Middlesex Assurance Company	Historic Commercial General Liability: 01/01/1976 - 01/01/1977	1-34001-00	Undetermined
Middlesex Assurance Company	Historic Commercial General Liability: 01/01/1978 - 01/01/1979	1-34007-00	Undetermined
Middlesex Assurance Company	Historic Commercial General Liability: 01/01/1978 - 01/01/1979	1-34006-01	Undetermined
Middlesex Assurance Company	Historic Commercial General Liability: 01/01/1979 - 01/01/1980	1-34001-00	Undetermined
Middlesex Assurance Company	Historic Commercial General Liability: 01/01/1980 - 01/01/1981	1-34010-00	Undetermined
Middlesex Assurance Company	Historic Commercial General Liability: 01/01/1981 - 01/01/1984	1-34001-00	Undetermined
Middlesex Assurance Company	Historic Commercial General Liability: 01/01/1984 - 01/01/1986	1-34001-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	1-34004-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1979	1-34001-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1980	1-34003-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	1-34005-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	1-34007-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	1-34005-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	1-34006-01	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	1-34001-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	1-34006-01	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	1-34005-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1984	1-34003-00	Undetermined

Debtor Name: Imerys Talc Vermont, Inc.

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**Assets - Real and Personal Property****Part 11, Question 73: Interests in insurance policies or annuities**

Description	Policy type	Policy number	Current value of debtor's interest
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	1-34010-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	1-34005-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	1-34006-01	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1984	1-34005-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	1-34018-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	1-34017-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	1-34016-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	1-34015-00	Undetermined
Middlesex Assurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	1-34014-00	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	XL145822	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	XL148398	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	XL148397	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	XL160203	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	XL160202	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	XL706594	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	XL723765	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	XL724753	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	XL724752	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	XL739785	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	XL739784	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XL739971	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XL739970	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XL770818	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XL770803	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XL770802	Undetermined

Debtor Name: Imerys Talc Vermont, Inc.

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**Assets - Real and Personal Property****Part 11, Question 73:** Interests in insurance policies or annuities

Description	Policy type	Policy number	Current value of debtor's interest
Midland Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XL770801	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XL770800	Undetermined
Midland Insurance Company	Historic Umbrella/excess: 01/15/1971 - 01/01/1972	XL1386	Undetermined
Mission Insurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	M831914	Undetermined
Mission Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	M887719	Undetermined
Mission National Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	MN027480	Undetermined
Mission National Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	MN027390	Undetermined
Mutual Fire, Marine and Inland Insurance Company (The)	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	EL100011	Undetermined
Mutual Fire, Marine and Inland Insurance Company (The)	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	EL100193	Undetermined
N.V. Rotterdamse Assurantiekas	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	7339186	Undetermined
N.V. Rotterdamse Assurantiekas	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	7339178	Undetermined
N.V. Rotterdamse Assurantiekas	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	7344554	Undetermined
N.V. Rotterdamse Assurantiekas	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	7344546	Undetermined
N.V. Rotterdamse Assurantiekas	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	7352689	Undetermined
N.V. Rotterdamse Assurantiekas	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	7352670	Undetermined
N.V. Schadeverzekeringsmaatschappij Maas Lloyd	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	C.5950619	Undetermined
National Casualty Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	XU000074	Undetermined
National Casualty Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XU000185	Undetermined
National Casualty Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XU000184	Undetermined
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	1229532	Undetermined
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	1232973	Undetermined
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	1224799	Undetermined
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	9910539	Undetermined
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	9910519	Undetermined
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	9603054	Undetermined

Debtor Name: Imerys Talc Vermont, Inc.

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**Assets - Real and Personal Property****Part 11, Question 73: Interests in insurance policies or annuities**

Description	Policy type	Policy number	Current value of debtor's interest
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	9603054	Undetermined
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	9603373	Undetermined
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	9608519	Undetermined
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	9608473	Undetermined
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	9609012	Undetermined
National Union Fire Ins. Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	9609012	Undetermined
New Hampshire Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	5178-0671	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1973 - 01/01/1976	JU0031	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1973 - 01/01/1976	JU0030	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	JU0176	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	JU0163	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	JU0162	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	JU0278	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	JU0277	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	JU0276	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	JU0275	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	JU0465	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	JU0455	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	JU0454	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	JU0453	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1980	JU0276	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	JU0628	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	JU0627	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	JU0626	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	JU0625	Undetermined

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**Assets - Real and Personal Property****Part 11, Question 73: Interests in insurance policies or annuities**

Description	Policy type	Policy number	Current value of debtor's interest
North River Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	JU0805	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	JU0804	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	JU0803	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	JU0802	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	5200214805	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	5220271809	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	JU0802	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	JU0803	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	JU0968	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	JU0967	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	JU1083	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1984	JU1082	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1984	JU1081	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	JU1210	Undetermined
North River Insurance Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	5220314532	Undetermined
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	63001407	Undetermined
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	63004938	Undetermined
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	63005182	Undetermined
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	63006349	Undetermined
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	63006348	Undetermined
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	63007516	Undetermined
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	63007515	Undetermined
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	63008348	Undetermined
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	63008347	Undetermined
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	63009326	Undetermined

Debtor Name: Imerys Talc Vermont, Inc.

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**Assets - Real and Personal Property****Part 11, Question 73:** Interests in insurance policies or annuities

Description	Policy type	Policy number	Current value of debtor's interest
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	63009325	Undetermined
Northbrook Excess and Surplus Insurance Company	Historic Umbrella/excess: 08/01/1977 - 01/01/1978	63003476	Undetermined
Northeastern Fire Insurance Company of Pennsylvania	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	691	Undetermined
Northeastern Fire Insurance Company of Pennsylvania	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	1535	Undetermined
Pacific Employers Ins. Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XCC012295	Undetermined
Pacific Employers Ins. Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	XMO017206	Undetermined
Prudential Reinsurance Company	Historic Umbrella/excess: 01/01/1976 - 01/01/1977	DXC901038	Undetermined
Prudential Reinsurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	DXCDX0026	Undetermined
Prudential Reinsurance Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	DXCDX0025	Undetermined
Prudential Reinsurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	DXCDX0708	Undetermined
Prudential Reinsurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	DXCDX1227	Undetermined
Prudential Reinsurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	DXCDX1226	Undetermined
Republic Indemnity Company of America	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	4CX10062	Undetermined
Republic Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	CDE0855	Undetermined
Republic Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	CDE0674	Undetermined
Republic Insurance Company	Historic Umbrella/excess: 01/01/1985 - 01/01/1986	CDE1103	Undetermined
Republic Western Ins. Company	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	R10-002	Undetermined
Republic Western Ins. Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	R10-005	Undetermined
Royal Belge I.R., S.A. d'Assurances	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	7335660	Undetermined
Royal Belge I.R., S.A. d'Assurances	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	7339178	Undetermined
Royal Belge I.R., S.A. d'Assurances	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	7345658	Undetermined
Royal Belge I.R., S.A. d'Assurances	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	7344546	Undetermined
Royal Belge I.R., S.A. d'Assurances	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	7357656	Undetermined
Royal Belge I.R., S.A. d'Assurances	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	7352670	Undetermined
Royal Belge I.R., S.A. d'Assurances	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	7357656	Undetermined

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**Assets - Real and Personal Property****Part 11, Question 73: Interests in insurance policies or annuities**

Description	Policy type	Policy number	Current value of debtor's interest
Royal Belge I.R., S.A. d'Assurances	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	7357664	Undetermined
Royal Indemnity Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	ED101527	Undetermined
Royal Insurance Co. of America	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	ED102360	Undetermined
Royal Insurance Co. of America	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	ED102360	Undetermined
Royal Insurance Co. of America	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	ED102360	Undetermined
Royal Insurance Co. of America	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	ED102360	Undetermined
Safety Mutual Casualty Corp.	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	UF1192NJ	Undetermined
Seguros La Republica SA	Historic Umbrella/excess: 01/01/1977 - 01/01/1978	XL01-0056	Undetermined
Southern American Insurance Company	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	04-066XX800020	Undetermined
Southern American Insurance Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	800120	Undetermined
Transamerica Premier Insurance Company	Historic Umbrella/excess: 01/01/1984 - 01/01/1985	13397727	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	SCU955-064	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	SCU955-426	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	SCU955-425	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	SCU955-424	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	SCU955-777	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	SCU955-776	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	SCU955-775	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	SCU955-774	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	SCU956-088	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1983	SCU956-087	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1982 - 01/01/1984	SCU956-086	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	SCU956-352	Undetermined
Transit Casualty Company	Historic Umbrella/excess: 01/01/1983 - 01/01/1984	SCU956-351	Undetermined
UAP	Historic Umbrella/excess: 01/01/1978 - 01/01/1979	Unknown	Undetermined

Debtor Name: Imerys Talc Vermont, Inc.

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**Assets - Real and Personal Property****Part 11, Question 73: Interests in insurance policies or annuities**

Description	Policy type	Policy number	Current value of debtor's interest
Union Indemnity Insurance Company of New York	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	UF1100088	Undetermined
Union Indemnity Insurance Company of New York	Historic Umbrella/excess: 01/01/1979 - 01/01/1980	UF1100049	Undetermined
Union Indemnity Insurance Company of New York	Historic Umbrella/excess: 01/01/1980 - 01/01/1981	UF1100178	Undetermined
Union Indemnity Insurance Company of New York	Historic Umbrella/excess: 01/01/1981 - 01/01/1982	UF1100310	Undetermined
XL Insurance America, Inc.	Historic Commercial General Liability: 01/01/2011 - 01/01/2012	US00006616L111A	Undetermined
XL Insurance America, Inc.	Historic Commercial General Liability: 01/01/2012 - 01/01/2013	US00006616L112A	Undetermined
XL Insurance America, Inc.	Historic Commercial General Liability: 01/01/2013 - 01/01/2014	US00006616L113A	Undetermined
XL Insurance America, Inc.	Historic Commercial General Liability: 01/01/2014 - 01/01/2015	US00006616L114A	Undetermined
XL Insurance America, Inc.	Historic Umbrella: 01/01/2011 - 01/01/2012	US00006617L111A	Undetermined
XL Insurance America, Inc.	Historic Umbrella: 01/01/2012 - 01/01/2013	US00006617L112A	Undetermined
XL Insurance America, Inc.	Historic Umbrella: 01/01/2013 - 01/01/2014	US00006617L113A	Undetermined
XL Insurance America, Inc.	Historic Umbrella: 01/01/2014 - 01/01/2015	US00006617L114A	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/1996 - 05/01/1997	GLC 8209842-01	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/1997 - 05/01/1998	GLO 8210069-00	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/1998 - 05/01/1999	GLO 8210069-01	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/1999 - 05/01/2000	GLO 8210069-02	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2000 - 05/01/2001	GLO 8210069-03	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2001 - 05/01/2002	GLO 8210196-04	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2002 - 05/01/2003	GLO 8210196-05	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2003 - 05/01/2004	GLO 8210196-06	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2004 - 05/01/2005	GLO 8210196-07	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2005 - 05/01/2006	GLO 8210196-08	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2006 - 05/01/2007	GLO 8210196-09	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2007 - 05/01/2008	GLO 8210196-10	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2008 - 05/01/2009	GLO 8210196-11	Undetermined

Debtor Name: Imerys Talc Vermont, Inc.

Case Number: 19-10291 (LSS)

**Assets - Real and Personal Property****Part 11, Question 73: Interests in insurance policies or annuities**

Description	Policy type	Policy number	Current value of debtor's interest
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2009 - 05/01/2010	GLO 8249662-00	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2010 - 05/01/2011	GLO 8249662-01	Undetermined
Zurich Insurance Company	Historic Commercial General Liability: 05/01/2011 - 05/01/2012	GLO 8249662-02	Undetermined
		<b>TOTAL</b>	<b>\$0.00</b> <b>+ undetermined amounts</b>

The Debtors have made reasonable and good faith efforts to list all of their known insurance policies, including historic insurance policies. However, the Debtors are continuing to review their insurance assets and therefore reserve their rights to amend the Schedules and Statements to reflect additional insurance policies that may be property of the estates. Any inadvertent omission of an insurance policy from the Schedules and Statements of a Debtor is not a waiver of any rights that such Debtor may have thereunder.

# **EXHIBIT C**

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 217-2003-EQ-00106

In the Matter of the Liquidation of  
The Home Insurance Company

[PROPOSED]

ORDER APPROVING SETTLEMENT AGREEMENT  
WITH JOHNSON & JOHNSON

On consideration of (a) the motion of Christopher R. Nicolopoulos, Insurance Commissioner of the State of New Hampshire, as Liquidator ("Liquidator") of The Home Insurance Company, for an order approving a Settlement Agreement and Mutual Release ("Settlement Agreement") between Johnson & Johnson and Johnson & Johnson Consumer, Inc. ("Claimant") and the Liquidator, and (b) the supporting Affidavit of Peter A. Bengelsdorf, it is hereby found and ORDERED as follows:

1. The Settlement Agreement is reasonable, prudent, and in the best interests of the liquidation of Home;
2. The Liquidator's Motion for Approval of Settlement Agreement with Johnson & Johnson is granted, and the Settlement Agreement is approved; and
3. The Liquidator's recommendation concerning the allowance of the proofs of claim filed by Claimant is approved and Claimant's claim is allowed as a Class II claim in accordance with RSA 402-C:45 and RSA 402-C:44 in the amount of \$76,669,330.

So Ordered.

Dated: \_\_\_\_\_

1/19/21

\_\_\_\_\_  
Presiding Justice

